

**ORDINANCE NO. 17-007**

**AN ORDINANCE OF THE CITY OF UNIVERSITY PARK, TEXAS, GRANTING TO VARIOUS FRANCHISEES NAMED HEREIN, THEIR SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF ONE (1) YEAR TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING, TRANSPORTING, AND DISPOSING OF SOLID WASTE USING COMMERCIAL STATIONARY COMPACTOR CONTAINERS, DISCARDED TIRE CONTAINERS, PORTABLE TOILETS, AND/OR CONSTRUCTION ROLL-OFF CONTAINERS FROM COMMERCIAL AND INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAYS' WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, various entities desire to provide for the collection, transporting, and disposing of solid waste generated in the City using commercial stationary compactor containers, discarded tire containers, portable toilets, and/or construction roll-off containers; and

**WHEREAS**, such entities have made application to the City requesting franchises be granted permitting them the use of public streets, highways, and thoroughfares within the City of University Park for the purposes of performing such services; and

**WHEREAS**, the City Council desires to grant to such entities the right, privilege, and franchise for the term of one year to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging in the collection, transporting, and disposing of solid waste generated in the City using commercial stationary compactor containers, discarded tire containers, portable toilets, and/or construction roll-off containers;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS:**

**SECTION 1.** That the City Council hereby grants to the entities (referred herein collectively as "Company") named in Exhibit "A", attached hereto and made part hereof for all purposes, their successors and assigns, the right, privilege and franchise for the term of one (1) year to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collection, transporting, and disposing of solid waste generated in the City from commercial and industrial premises and development projects within the City using commercial stationary compactor containers, discarded tire containers, portable toilets, and/or construction roll-off containers. This Franchise shall include and incorporate by reference the

contents of Article 13.05, Division 3, of the City's Code of Ordinances, regulating solid waste removal.

**SECTION 2.** That Company shall remit on the 15<sup>th</sup> day of each month a street use fee of seven (7%) percent of the gross receipts collected from customers within the City limits of University Park. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

**SECTION 3.** That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows:

- (a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance.
- (b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the TEXAS CIVIL PRACTICE & REMEDIES CODE, or in accordance with any contract with the City, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the TEXAS CIVIL PRACTICE & REMEDIES CODE and the laws of the State of Texas relating to worker's compensation insurance.

**SECTION 4.** That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:  
City Manager  
City of University Park  
3800 University Blvd.  
University Park, Texas 75205

If to the Company:  
  
Per application

**SECTION 5.** That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for

the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

**SECTION 6.** That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of University Park.

**SECTION 7.** 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.** This ordinance shall take effect immediately from and after its passage, as the law and Charter in such cases provide.

**DULY PASSED** by the City Council of the City of University Park, Texas, on the 7th day of March 2017.

**APPROVED:**

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**OLIN B. LANE, MAYOR**

**ATTEST:**

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**CHRISTINE GREEN, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

## **EXHIBIT A**

| <b>Company</b>           | <b>Physical Address</b>         | <b>City</b>   | <b>State</b> | <b>Zip</b> |
|--------------------------|---------------------------------|---------------|--------------|------------|
| Moore Disposal           | 34811 LBJ Freeway, Suite 2110   | Dallas        | Texas        | 75241      |
| Waste Management         | 520 East Corporate, Suite 100   | Lewisville    | Texas        | 75057      |
| Triplett Waste Services  | 2208 Peachtree Road             | Balch Springs | Texas        | 75180      |
| Bubba Tuggs Corporation  | 5715 La Vista                   | Dallas        | Texas        | 75235      |
| ServAll                  | 1600 E. 14 <sup>th</sup> Street | Plano         | Texas        | 75074      |
| S&H Waste Disposal       | 11417 Long Street               | Balch Springs | Texas        | 75180      |
| Supreme Recycling        | 2019 Cartwright                 | Dallas        | Texas        | 75212      |
| Hart Brothers            | 4445 IH30, Suite 21             | Mesquite      | Texas        | 75150      |
| DB Disposal Services     | 2023 Utica Drive                | Dallas        | Texas        | 75217      |
| HD Waste and Recycling   | 10631 CF Hawn                   | Dallas        | Texas        | 75217      |
| Empire Disposal          | 5301 Sun Valley Drive           | Fort Worth    | Texas        | 76119      |
| Maldonado Discount Waste | 827 Marlborough Ave             | Dallas        | Texas        | 75208      |