

ORDINANCE NO. 2010 - 03

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, AMENDING PROVISIONS OF PORT ARANSAS CODE CHAPTER 9 SANITATION, PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE AND EFFECTIVE DATE.

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

SECTION 1. Chapter 9, Sanitation. Sections 9-1. Definitions; 9-2. Sanitation service; 9-3. Residential collection; and 9-4. Commercial collection, of the Code of Ordinances is hereby amended as follows, deleted words being indicated by interlineation and added words by underlining:

Sec. 9-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means tree limbs, tree trimmings, branches, bushes, leaves, grass and similar yard or lawn waste.

Bulky waste means stoves, refrigerators and air conditioning units which are de-energized of chlorofluorocarbons (CFCs); water tanks, washing machines, furniture and other waste materials with weights or volumes greater than those allowed for bags or containers, as the case may be.

Commercial unit means any unit which is not a residential unit.

Construction debris means waste building materials resulting from construction, remodeling, repair or demolition operations.

Container means a receptacle supplied by city to customer, designed and intended for the deposit of refuse (garbage, and rubbish) and to be lifted and emptied mechanically, more specifically the two (2), four (4), six (6) and eight (8) cubic yard (or more) metal commercial containers for all commercial uses, and the sixty-five (65) and ninety-five (95) gallon wheeled plastic containers for residential unit, described in the city fee schedule and/or, depending upon the context, any refuse receptacle regardless of supplier.

Disposal site means 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 or permits to receive for processing or final disposal of refuse, bulky waste and construction debris, but not

including the city operated transfer station. Where recyclables are concerned a disposal site as appropriate to that type matter.

Fee schedule means the schedule upon which are set forth the rates, fees, and charges, established by the city council by resolution, imposed by the city upon its customer for the collection and disposal of refuse, bulky waste, hazardous waste, recyclables, brush and all other waste which the city collects.

Hazardous waste (excluded from refuse) means 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 or customer means an occupant or person in control of a residential or commercial unit who generates refuse and the ultimate end user of the collection and disposal service.

Recyclable containers and materials means a receptacle supplied by the city constructed of plastic to be used exclusively for collection of specified recyclable materials, including glass, paper, and plastic.

Refuse means all garbage and rubbish excluding hazardous waste generated by a producer at a residential unit or commercial unit as applicable. (a) Garbage is every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, 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 animal or vegetable matter which is likely to attract flies or rodents). (b) Rubbish is all waste wood, wood products, brush, tree trimmings, 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 sweeping, glass, mineral or metallic substances, and any and all other waste materials, 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, any matter solid or liquid that is useless in its state and requires disposal.

~~*Residential unit* means a single-family dwelling occupied by a person or group of persons. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A multi-family building or project, whether of single or multi-level construction, consisting of at least two (2) but no more than four (4) contiguous or separate single-family dwelling units, may, at the option of the owner or owners, be treated as either a residential unit, in which event each single-family dwelling within any such building or project shall be charged separately as a residential unit, or as a commercial unit.~~

Residential Unit means a single-family dwelling occupied by a person or group of persons whether in a single-family detached structure or in a multi-family attached structure. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Transfer station means the disposal station operated by the city within the city limits.

(Ord. No. 2008-03, § 1, 1-17-08)

Sec. 9-2. Sanitation service.

(a) The city shall provide for the collection and disposal of all waste, refuse, rubbish, garbage, bulky waste, brush and hazardous waste, and recyclables within the city limits, whether generated by a commercial unit or by a residential unit, unless and except to the extent otherwise provided in this chapter. The city may provide all or part of said service itself or may contract with others to provide all or part of said service. The city or said other provider with whom it contracts will be the exclusive provider of all or part of said service within the city except as otherwise provided by this chapter. The city may establish by resolution or by contract such rules and regulations as it deems reasonable to govern such service, including but not limited to rules and regulations defining the type and nature of service, frequency and days of collection, rates and charges for such service. It shall be unlawful for any person to use any service provider other than the service provider or providers designated by the city. It shall be unlawful for any person to violate any of the rules and regulations governing the collection and disposal of waste, whether said rules and regulations be set forth in the City Code of Ordinances, in a resolution passed by the council, or in a contract made by and between the city and a service provider.

(b) In the event of an emergency or exigent circumstances, or in the event the city manager deems it reasonably necessary to deal with an unforeseen situation, the city may amend, revise or suspend provisions of this chapter on a temporary basis as he deems reasonable necessary to mitigate and deal with said situation.

~~(c) The services provided under this chapter will be provided or made available to every building and house (including mobile homes), regardless of whether or not said building or house is used and regardless of the purpose, if any, for which it is used, in the city which receives, for so long as it receives, water and/or sewer service from Nueces County Water Control and Improvement District Number 4.~~

(c) The services provided under this chapter will be provided or made available to every commercial building and residential unit (including mobile homes), regardless of whether or not said commercial building or dwelling unit is used and regardless of the purpose, if any, for which it is used, in the city which receives, for so long as it receives, water and/or sewer service (whether through an individual meter or through a multi-use meter) from Nueces County Water Control and Improvement District Number 4.

Developments, such as a multi-family developments including multi-family structures, town homes, condominiums, apartments, detached single-family condo developments, or a mixed-use development containing commercial and residential uses on a single lot or on multiple, but on directly adjacent lots, and under one ownership, and whose buildings or houses individually or together receive water and sewer service, may, upon pre-approval of the City Manager or his/her assignee, combine their required sanitation services, whether commercial or residential services or combination of both, into one or more commercial sanitation service(s) that provides ample service to the entire development.

(d) The owner or occupants of residential units and commercial structures located on the beach fronting the Gulf of Mexico and without public road frontage, whether or not they receive water or sewer service from Nueces County Water Control and Improvement District Number 4, shall place their refuse in the city-owned refuse receptacles located on the beach, and for purposes of this chapter, the availability of such refuse receptacles for use of such units and structures shall constitute the provision of refuse collection services under this chapter, and the owners and occupants of such units shall be responsible for and pay the same rate as is charged to and paid by that same group of customers, residential or commercial, located elsewhere in town. No other services shall be provided hereunder to such units and structures. When placed in the receptacles, all such refuse shall be secured within tightly-sealed plastic bags.

(e) The owners and occupants of each building or house must use the services provided or made available under this chapter, and non-use shall not excuse responsibility for payment of the fees and charges imposed for the services. The word "owner" as used in this chapter means a person or entity who or which owns legal, fee simple, record title or a life estate in and to the building or house. The word "occupant" as used in this chapter means a person or entity who or which has physical possession or the present right to physical possession of the property, or who occupies the property, whether as a tenant or otherwise, and includes owners who otherwise meet the definition of "occupant."

(f) Each and every owner and occupant of a building or house shall be responsible for timely payment of the fees and charges imposed for the services provided hereunder. The liability of all parties responsible for such fees and charges shall be joint and several.

(g) It is the responsibility of each owner to notify the city in writing of said owner's ownership interest, and said notice shall be given immediately upon acquisition of ownership. It is the responsibility of each occupant to notify the city in writing of said occupant's interest, and said notice shall be given immediately upon acquisition of occupancy.

(h) It is the responsibility of each owner to notify the city in writing of any change of ownership resulting in said owner no longer being an owner. Until such notice is given, such owner shall, for the purposes of this chapter, be conclusively deemed to be an owner responsible for payment of the fees and charges imposed upon owners hereunder to the same extent as if he were an owner in fact. It is the responsibility of each occupant to notify the city in writing of any change in occupancy resulting in said occupant no longer being an occupant. Until such notice is given, such occupant shall, for the purposes of this chapter, be conclusively deemed to be an occupant

responsible for payment of the fees and charges imposed upon occupants hereunder to the same extent as if he were an occupant in fact.

(Ord. No. 2008-03, § 1(Exh. A), 1-17-08)

Sec. 9-3. Residential collection.

(a) *Service provided.* City shall provide the following service to residential units:

~~(1) *Refuse.* City shall provide automated curbside collection service for the collection of residential refuse to each residential unit the number of times per week as is deemed by the city manager to be necessary, but no less than once per week with no less than two (2) full week days elapsing between collection days and no collection day being a Sunday.~~

(1) *Refuse.* City shall provide automated curbside collection service for the collection of residential refuse to each residential unit the number of times per week as is deemed by the City Manager to be necessary, but no less than once per week with no less than two (2) full week days elapsing between collection days and no collection day being a Sunday.
(2) full week days elapsing between collection days and no collection day being a Sunday.
for residential unit sanitation services for structures other than a detached single-family home see Sec. 9-2. (c).

a. Containers shall be placed at curbside by 7:00 a.m. on the designated collection day in the appropriate location.

b. Residential refuse must be placed in containers.

c. Residential units are limited to the sixty-five (65) or ninety-five (95) gallon plastic wheeled containers. City shall provide to each unit one (1) or two (2) containers at customer option, the size of which, whether sixty-five (65) or ninety-five (95) gallons, shall be at the option of the customer.

(2) *Recyclables.* City shall provide once a week curbside collection of recyclable material. Recyclable materials must be placed in the special containers provided by city for that purpose.

(3) *Brush.* City will collect brush once a week curbside and will dispose of same at City of Port Aransas designated brush disposal location, and will, during Spring and Fall, collect more frequently as reasonably necessary to control the unsightliness of the extra brush which can be expected to be generated during these seasons.

(4) *Bulky waste.* City will collect bulky waste (all bulky items containing CFC's must be tagged that CFC's were removed by an authorized technician) once a week curbside.

(5) *Hazardous waste.* City will collect and dispose service of hazardous waste pursuant to

special agreement between the customer and city on terms and for a price consistent with industry standards. In the event no agreement can be reached, customer may, with city consent, use a contractor or do it himself.

(6) *Construction debris.* City may, pursuant to special agreement by and between city and customer, collect construction debris which is of too great a quantity or size to fit within a container or containers customarily and normally used in providing regular service to the customer, or customer may use a contractor or do it himself.

(b) *Location of containers, recyclables, brush and bulky items.* Each container, all brush, all bulky items, and recyclables in special containers shall be placed by customer at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled city roadways (excluding alleys). They 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, they shall be placed as close as practicable to an access point for the collection vehicle. City may decline to collect any which are not so placed or any residential refuse not in a container or any recyclables not in a special container. Containers must be kept at a location even with or behind the front wall of the building being served, except between the hours beginning on the evening immediately preceding a collection day and ending the morning immediately following each collection day. No containers shall be placed curbside before the evening immediately preceding a collection day. All containers shall be moved back to a location even with or behind the front wall of the house or building being served by the morning immediately following each collection day.

(c) *Hours of operation.* Collection 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 effected only when the city reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

(d) *Routes of collection.* Collection routes shall be established by the city. The city may change routes or days of collection affecting residential units. City shall promptly give written or published notice to the affected customers as it deems necessary.

(Ord. No. 2008-03, § 1(Exh. A), 1-17-08)

Sec. 9-4. Commercial collection.

(a) *Service provided.* City shall provide the following service to commercial units:

(1) *Refuse.* City shall provide automated collection service for the collection of commercial refuse to each commercial unit the number of times per week as is chosen by customer within the parameters set forth in the city fee schedule.

a. Containers shall be placed on the designated collection day before 7:00 a.m. in the appropriate location.

b. Commercial refuse must be placed in commercial containers.

c. Commercial units must opt for one (1) of the commercial containers set forth and distinguished from one another by size or capacity on the city fee schedule.

(2) *Recyclables, bulky waste, brush, hazardous waste.* City will collect and dispose of recyclable items (which must be placed in special containers provided by city for that purpose), bulky waste (all bulky items containing CFC's must be tagged that CFC's were removed by an authorized technician.), brush, and hazardous waste pursuant to special collection agreement by and between the individual customer and the city on terms and for a price consistent with industry standards. In the event no agreement can be reached, customer may with city consent use a contractor or do it himself.

(3) *Construction debris.* City may, pursuant to special agreement by and between city and customer, collect construction debris which is of too great a quantity or size to fit within a container or containers customarily and normally used in providing regular service to the customer, or customer may use a contractor or do it himself.

(b) *Location of containers.*

(1) Each container shall be placed for collection at a location ~~as close to the roadway as practicable~~ within the property's boundaries without interfering with or endangering the movement of vehicles or pedestrians and in such a way and on such a surface as will facilitate automated collection. City may decline to collect any container not so placed or any commercial refuse not in a container.

(c) *Hours of operation.* Collection of commercial 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 effected only when the city reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

(d) *Routes of collection.* Collection routes shall be established by the city. The city may from time to time change routes or days of collection affecting commercial units. City shall promptly give written or published notice to the affected customers as it deems necessary.

(Ord. No. 2008-03, § 1(Exh. A), 1-17-08)

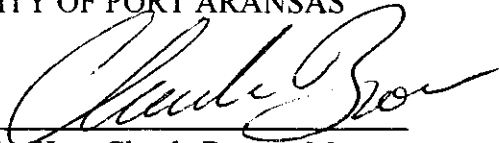
SECTION 14. SAVINGS CLAUSE. Any ordinance or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 15. SEVERABILITY CLAUSE If any word, phrase, sentence, paragraph or section is found to be illegal, invalid or unconstitutional, the remaining portion of this ordinance shall remain in full force and effect.

SECTION 16. EFFECTIVE CLAUSE. This ordinance shall take effect and be in full force immediately upon its final passage, approval and publication in the official newspaper.

AND, IT IS SO ORDAINED, ORDERED, PASSED AND APPROVED this 18th day of February, 2010.

CITY OF PORT ARANSAS


The Hon. Claude Brown, Mayor

ATTEST:


Esther Arzola, City Secretary