GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
April 17, 2017
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

[Public comment will not be accepted during Work Session unless Council determines otherwise.]

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

2. Written Briefings:

a. Bond Refunding - General Obligation, Certificates of Obligation, & Commercial Paper Notes

Council is requested to consider refunding $30,005,000 General Obligation Refunding Bonds, Series 2008A, $5,420,000 Certificates of Obligation, Series 2008, and $10,000,000 General Obligation Commercial Paper Notes, Series 2015 with General Obligation Refunding Bonds, Series 2017. The purpose of this transaction is to generate savings in debt service. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 16, 2017 Regular Meeting.

b. Bond Refunding - Water and Sewer Utility System Revenue Bonds

Council is requested to consider an advanced funding of $24,010,000 of Water & Sewer Utility System Revenue Bonds, Series 2008. The purpose of this advanced refunding is to generate savings in debt service costs. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 16, 2017 Regular Meeting.

c. Wastewater New Wholesale Customer Contract

This item is to update Council on the wholesale wastewater services provided by the City of Garland, and a new contractual model for those services.

d. Proposed Revision to Garland Code of Ordinances - Chapter 52

The current Garland Code of Ordinances - Chapter 52 does not entirely reflect the current business practices and programs of the Environmental Waste Services (EWS) Department. Staff recommends that Council approve the proposed revision to the Garland Code of Ordinances - Chapter 52. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 2, 2017 Regular Meeting.

e. Texas Department of Transportation's S.T.E.P. - "Click It or Ticket" - Grant

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) - Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 18, 2017 Regular Meeting.

f. Consider suspending the proposed effective date of a rate change request submitted by Oncor Electric Company, LLC

Council is requested to adopt a resolution suspending the Oncor rate application and authorizing the Oncor Cities steering committee to review the proposed rate changes and to establish reasonable rates. In order to meet statutory deadlines the resolution must be adopted on or before April 21, 2017. A form of a standardized resolution that the other Oncor cities will be adopting for that purpose has been placed on the consent agenda for Tuesday, April 18, 2017.

3. Verbal Briefings:

a. April Transportation Update

The Transportation Director will provide a monthly briefing on the activities related to the Strategic Transportation Initiatives of the City of Garland.

b. Internal Audit Committee Report

Council Member Jim Cahill, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- *Fiscal Year 2016 External Audit*
- *Payroll Audit*
- *Fleet Services Procurement and Accounts Payable Audit*

c. Colwick Travel

At the request of Council Member Rich Aubin and Council Member B.J. Williams, Council will discuss the City's use of Colwick travel for booking flight reservations and other travel.

4. Discuss Appointments to Boards and Commissions

Council Member B.J. Williams

- William A. Keeling - Citizens Environmental and Neighborhood Advisory Committee

5. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

6. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.a.**

Meeting Date: April 17, 2017

Item Title: Bond Refunding - General Obligation, Certificates of Obligation, & Commercial Paper Notes

Submitted By: Matt Watson, Finance Director

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

Consider refunding $30,005,000 General Obligation Refunding Bonds, Series 2008A, $5,420,000 Certificates of Obligation, Series 2008, and $10,000,000 General Obligation Commercial Paper Notes, Series 2015 with General Obligation Refunding Bonds, Series 2017. The purpose of this transaction is to generate savings in debt service.

OPTIONS

1. Authorize staff to advance refund $30,005,000 General Obligation Refunding Bonds, Series 2008A and $5,420,000 Certificates of Obligation, Series 2008, and refund $10,000,000 of General Obligation Commercial Paper Notes, Series 2015 with General Obligation Refunding Bonds, Series 2017.
2. Do not approve the refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 16, 2017 Regular Meeting.

BACKGROUND

Due to current market conditions, The City of Garland has an opportunity to advance refund $30,005,000 General Obligation Refunding Bonds, Series 2008A and $5,420,000 Certificates of Obligation, Series 2008. This advance refunding transaction will not extend the amortization period of these bonds and will save approximately $4.0 million in debt service cost between fiscal years 2017 and 2028. The exact amount of savings is subject to market conditions between now and the final pricing date of May 16, 2016.

Coupled with the above mentioned advanced refunding transaction is the recommendation to refund $10,000,000 variable rate General Obligation Commercial Paper notes, Series 2015. Commercial paper (CP) is a short-term debt instrument that is issued incrementally as funds are needed to finance the General Obligation Capital Improvement Program and has maturities ranging from 1 to 270 days. Interest is paid at each maturity date but principal is rolled to a new maturity date by issuing replacement commercial paper. This process continues until long-term debt is issued at a fixed rate to refinance the outstanding commercial paper. Due to the anticipation that short -term rates will continue to rise, staff and the City's Financial Advisor, First Southwest, are recommending to refund the $10 million of outstanding CP into fixed rate long-term General Obligation debt.

This refunding transaction will be amortized over a period of 18 years at an approximate net interest cost of 2.58%.

CONSIDERATION

First Southwest, the City's Financial Advisor, is recommending the refunding of General Obligation Commercial Paper Notes, Series 2015 to mitigate the risk of rising interest rates as well as the advanced refunding of General Obligation Refunding Bonds, Series 2008A and Certificates of Obligation, Series 2008 to realize debt service savings. Also, refunding the currently outstanding General Obligation Commercial Paper Program, Series 2015 notes is a continuation of the tax rate management strategy developed by staff to help minimize debt service.

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.b.**

Meeting Date: April 17, 2017

Item Title: Bond Refunding - Water and Sewer Utility System Revenue Bonds

Submitted By: Matt Watson, Finance Director

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs

ISSUE

Consider an advanced refunding of $24,010,000 of Water & Sewer Utility System Revenue Bonds, Series 2008. The purpose of this advanced refunding is to generate savings in debt service costs.

OPTIONS

1. Authorize staff to advance refund $24,010,000 of Water & Sewer Utility System Revenue Bonds, Series 2008.
2. Do not approve the bond refunding transaction.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 16, 2017 Regular Meeting.

BACKGROUND

Due to current market conditions, the City of Garland has an opportunity to advanced refund $24,010,000 of Water & Sewer Utility System Revenue Bonds, Series 2008. The advanced refunding transaction will save approximately $2.9 million in debt service during fiscal years 2017 through 2028. The exact amount of savings is subject to market conditions between now and the final pricing date of May 16, 2017.

CONSIDERATION

First Southwest, the City's Financial Advisor, is recommending the advanced refunding of debt to realize debt service savings. The debt service savings of approximately $2.9 million are structured to achieve a level savings each year over a ten year period.

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.c.**

Meeting Date: April 17, 2017

Item Title: Wastewater New Wholesale Customer Contract

Submitted By: Wes Kucera, Managing Director

Council Goal: Consistent Delivery of Reliable City Services

ISSUE

This is to inform the Council of the wholesale wastewater services provided by the City of Garland, and to present a new contractual model for those services.

OPTIONS

Briefing only

RECOMMENDATION

Unless otherwise directed by Council, a new contract with the Town of Sunnyvale will be presented for consideration at the May 16, 2017 Regular Meeting.

BACKGROUND

In addition to treating its own wastewater, the City of Garland provides treatment services for all of the Cities of Rowlett and Sachse, and for portions of the cities of Sunnyvale, Dallas, and Richardson. The attached map indicates the approximate service area. These wholesale operations make up approximately 22% of the total Wastewater Budget and are administered through a series of long-term contracts.

Garland's prior wholesale wastewater contracts were not consistent in terms and conditions between wholesale customers, nor were they fully reflective of the numerous changes that have occurred in wastewater regulation in recent years. More specifically, these contracts contained conflicting provisions which complicated the administration of the contracts, particularly in the area of wastewater charges.

An overview to why a new wholesale contract was developed, and the proposed changes along with a sample contract for the Town of Sunnyvale are attached.

CONSIDERATION

A few of the existing contracts are up for renewal and staff is beginning the negotiation process for the affected cities. The attached contract is intended to serve as the baseline template to ensure operational and financial consistency. Each contract will be tailored for the particular City, but those alterations will not significantly affect the essence of the contract.

Attachments

Prop Changes

Sample Contract

Wastewater Customer Cities Area Map

Garland's Wastewater Wholesale Contract Change Overview

Why Develop a New Contract?
Garland's prior wholesale wastewater contracts were not consistent in terms and conditions between wholesale customers, nor were they fully reflective of the numerous changes that have occurred in wastewater regulation in recent years. More specifically, these contracts contained conflicting provisions which complicated the administration of the contracts, particularly in the area of wastewater charges.

What Process Was Used to Develop the Contract?
In 2013, the City began working with a private consulting firm, NewGen Strategies & Solutions, on developing the new contract. NewGen recommended initial contractual terms and conditions based on their experience in the industry and before State District Courts and the Public Utility Commission of Texas. These terms and conditions were then reviewed and amended through several meetings with the City Attorney's office to ensure the contract met with their approval.

Has the Contract Been Approved by the Garland City Attorney?
Yes. The Contract was developed in conjunction with the Garland City Attorney's office and has been approved.

What are the Major Provisions of the Proposed Contract?

- Notice of New Significant Customers: The proposed contract requires Garland to be notified of new connections to the customers system that produce in excess of 100,000 gallons of wastewater per day. This is an important requirement to monitor the impacts, and potential capacity limitations, of Garland's wastewater infrastructure.

- Ownership of Meter: The proposed contract transfers ownership of all metering facilities to the Garland. It is critically important that Garland control the entry points and metering facilities to its own system. The meter is the basis for charges to the customer and must be sufficiently maintained to produce accurate results. This control and maintenance is crucial to ensuring Garland is properly compensated for the services it provides to its wholesale wastewater customers. Wholesale customers will still maintain access to the meter and the records of Garland concerning meter reads, but the overall control of the meter will rest with Garland.

- Metering of Contributed Flow: The proposed contract requires for flow contributed by a wholesale customer to be metered, unless it is deemed not economically or operationally feasible by Garland. The proper metering of flow is crucial in the provision of wholesale wastewater service to ensure that customers are properly billed and held accountable for the service provided. All cost to install meters will be borne by the wholesale customer.

- Random Sampling: The proposed contract allows for random sampling of contributed customer wastewater to ensure that the customer is being held responsible for the quality of waste discharged into Garland's system. Compliance monitoring may also be performed under the proposed contract to further increase the responsibility on a customer for the quality of wastewater discharged.

- Cost of Service Determination: The proposed contract standardizes the determination of cost of service on which wastewater rates are developed. Currently, the methods utilized to determine cost of service vary between customers. This standardization, which is based on industry standards promulgated by the American Water Works Association and the Water Environment Federation, will simplify the rate calculations performed annually by the City and allow for streamlined administration of customer charges.

- Wastewater Strength Surcharge: The proposed contract includes and standardizes the use of an excess strength surcharge for wholesale customers. Currently, wholesale customers rates vary based on historical wastewater strength and are set annually. Under the proposed contract, one set of rates will be developed for wholesale customers, but then will be applied to actual strength loadings on a quarterly basis based on random sampling, thereby allowing charges to vary as strength loadings improve or decline. This ensures that Garland is properly compensated based on the strength of the wastewater received from customers, and incentivizes customers to improve the strength of wastewater discharged.

- Dispute Resolution: The proposed contract continues to contain specific dispute resolution procedures to ensure prompt payment to the City, even when a dispute arises, as well as procedures for amicably resolving a dispute prior to the initiation of extensive litigation.

- Financial Protection: The proposed contract requires customers to set their rates in a sufficient manner to ensure Garland is compensated, and includes other clauses to ensure customer agreement with the rates and methodology employed by the City. Such clauses are important to protect the financial position of the City and minimize disputes going forward.

- Significant Industrial User Monitoring: The proposed contract requires wholesale customers to engage in the same level of monitoring for significant industrial users as is conducted by the City of Garland. Connection of significant industrial users to the system requires 30 days' notice to Garland and requires the customer to assist the City in investigating questionable and prohibited discharge. Customers must also adopted the same regulations concerning industrial waste discharge as adopted by Garland.

- Ownership and Liability: The proposed contract clarifies that the wholesale customer is not granted an equity ownership interest in any of Garland's infrastructure by way of the contract, and clarifies that liability for wastewater only passes to the City at the point of entry into the City's wastewater system. Finally, the contract clarifies that all return flows from the wastewater system are the property of Garland. This is important in as much as wastewater effluent represents a product which can be marketed and sold by the City.

- Compliance: Under the proposed contract, wholesale customers are required to comply with all of the permit conditions applicable to the City of Garland. Additionally, any fines incurred against the City due to an act of the customer must be paid by the customer. For example, if Garland is cited and ultimately fined for exceeding permitted effluent limitations at the plant, and the ultimate condition which caused the violation can be traced to a specific customer, the customer would ultimately be held responsible for the fine.

- Breach of Contract: The proposed contract clarifies that a failure to maintain compliance with permit conditions or to properly regulate industrial customers constitutes a material breach of contract and, if not corrected, can result in surcharges to the customer and/or termination of the contract.

- Term of Contract: 20 years

What are the Next Steps Associated with Implementing the New Contract?

As current contracts expire, the new uniform contract will be utilized as the basis for renewing the contractual relationship between the City and its customers. Based on the City's current wholesale wastewater contracts, all customers are anticipated to receive service under the new contractual terms by 2027. The Cities of Sachse and Rowlett expire in the year 2020 and Dallas and Richardson in 2027. The Town of Sunnyvale will be the first to sign the new contract, we anticipate signing in the 2nd quarter of 2017.

WHOLESALE WASTEWATER CONTRACT

This Wholesale Wastewater Contract (the “Contract”) is made and entered into this, the _____ day of _____, _____, (the “Effective Date”) by and between the City of Garland, Texas, a Texas home-rule municipality ("Garland"), and the City of , a_____, ("Customer").

WHEREAS, Garland and Customer have previously entered into that certain Wastewater Treatment Contract Between the Town Of Sunnyvale and the City of Garland dated June 4, 1991 (“1991 Agreement”), together with any and all amendments thereto, providing for wastewater treatment services; and

WHEREAS, Garland and Customer agree that this Contract is understood and intended to supersede and replace the terms and conditions of the 1991 Agreement.

Garland and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. Definitions

When used in this Contract, the following terms, when capitalized, shall be defined as follows. In the event a definition herein conflicts with the same definition in Article VIII, “Industrial Wastes”, Section 22.140(C) of the City of Garland Code of Ordinances, as amended, the definition in the Code of Ordinances will prevail:

1.1 Act or "the Act" - The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.1.1 Approved Connection Points - the Points of Entry identified in Exhibit A, as it may be amended from time to time.

1.1.2 Basin Map - The map attached hereto as Exhibit “B, which identifies the service area under this Contract.”

1.2 Biochemical Oxygen Demand (BOD) - The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees centigrade expressed in terms of mass and concentration [milligrams per liter (mg/1)].

1.3 Calibration - Field verification of metering station flow measurement accuracy utilizing flow meter calibration and field measured velocity profile data.

1.4 Capital Improvements -Construction of or improvements to any facilities that provide utility services and benefits common to all customers and that have a life expectancy of three or more years, whether such capital improvements are located within the jurisdictional limits of Garland or Customer, including but not limited to wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors and lift stations, if any, associated therewith.

1.5 Composite Sample - The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

1.6 Customer System or Customer's System - The facilities of Customer used for pretreatment, collection or transportation of wastewater to the Point of Entry.

1.7 Delivery Facilities or Delivery Facility - All facilities necessary for the transmission of wastewater to the Garland System that are on the Customer's side of the Point of Entry.

1.8 Director - the Managing Director of Public Works or his designee.

1.9 Domestic Accounts - Those accounts under which wastewater is being discharged that does not exceed the quality parameters outlined in Section 7.3.

1.10 Facility Expansion - The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new or existing development.

1.11 Garland Expense - Expenses incurred by Garland related to the wastewater utility, such expenses to be allocated as a System Cost if so determined in future cost-of-service studies.

1.12 Garland System or Garland's System - Garland's wastewater collection and treatment system, which is a Publically Owned Treatment Works under Section 307 of the Act. For purposes of this Contract, the Garland System includes all wastewater treatment plants of Garland as a unified system.

1.13 General Benefit Capital Facilities - Wastewater facilities that provide utility services and benefits common to all customers; this includes wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors that are eighteen inches and greater in diameter.

1.14 In Writing - means a written document signed by both parties to this Contract.

1.15 Indirect Discharge - The introduction of pollutants into the Publicly Owned Treatment Works from any nondomestic source regulated under section 307(b), (c), or (d) of the Act.

1.16 Industrial User - A source of Indirect Discharge.

1.17 Industrial Wastes - All water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.18 Infiltration - Water that has migrated from the ground into the wastewater system.

1.19 Inflow - Water other than sewage that enters a wastewater system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration water.

1.20 Liquid Waste - The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease traps, septic tanks, chemical toilet waste, and sand trap waste.

1.21 Metering and Sampling Facility or Metered and Sampling Facilities - The meter station and all metering and telemetry equipment required to accurately measure or sample wastewater flows of the Customer at the Point of Entry or other such locations as may be mutually agreed upon in writing.

1.22 Non-domestic Account - Those accounts under which wastewater is being discharged that exceeds the quality parameters outlined in Section 7.3.

1.23 Non-metered Area - Areas within the Customer's corporate, certificated or service area boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

1.24 Point of Entry - Any points at which the Customer's wastewater enters the Garland System, by whatever means, whether metered or unmetered.

1.25 Pretreatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

1.26 Pretreatment Requirements - Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a pretreatment standard.

1.27 Pretreatment Standard or Standards - Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

1.28 Process Wastewater - Any water which, during manufacturing or processing, comes into direct contact with or result from the production or use of a raw material, intermediate product, finished product, by-product, or waste product.

1.29 Publicly Owned Treatment Works (POTW) –A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by the State or municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the industrial users and responsibility for the operation and maintenance of the treatment works.

1.30 Significant Industrial User-

(A) Industrial users subject to categorical pretreatment standards; and

(B) Any other industrial user that:

(i) Discharges an average of 25,000 gpd or more of process wastewater;

(ii) Contributes a process wastestream which makes up 5 percent or more of the hydraulic or organic loading of the treatment plant; or

(iii) Is designated as significant by ~~the~~ Garland on the basis that the industrial user has a reasonable potential for adversely affecting the

Publicly Owned Treatment Works' operation or for violating any pretreatment standard or requirement.

1.31 Standard Methods - Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Garland.

1.32 Strength - The concentration of dissolved and suspended matter in sewage, as indicated by biochemical oxygen demand or suspended solids.

1.33 System Cost - Operating expenses and capital related costs incurred by Garland pursuant to the provision of wastewater collection and treatment service to the wholesale class of sewer customers. Such costs are to be collected by Garland as a component of the annual cost of providing wholesale wastewater service.

1.34 Suspended Solids – The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

1.35 Unauthorized Discharge – Any discharge of wastewater into or adjacent to waters in the state at any location not permitted.

1.36 Wastewater - Liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the Publicly Owned Treatment Works.

2. Connection to the Garland System

2.1 Garland hereby grants to Customer, upon compliance with the terms and conditions contained herein, permission to connect Customer's System to the Garland System for the term of this Contract provided that Customer is not in material breach of any provision of this Contract.

2.2 Garland agrees to accept all conforming wastewater as provided in Chapter 22 of the City of Garland Code of Ordinances, delivered by Customer in accordance with this Contract at the Point(s) of Entry designated on Exhibit "A", attached hereto and incorporated herein, and at such additional points as may later be mutually agreed upon by the parties In Writing. Customer agrees to deliver all of its wastewater flows from the area depicted in the Basin Map, attached as Exhibit “B”, to Garland unless otherwise approved in writing by Garland.

2.3 The cost of all delivery facilities necessary to convey wastewater to Approved Connection Points, whether shown on Exhibit "A" or mutually agreed upon at a later date by the parties, together with the cost of connection of the Customer System to the Garland System, shall be borne by Customer. In the event Garland requests Customer to increase the size of any such delivery facility, the difference in the cost of the delivery facilities that would be necessary to convey wastewater to the designated Points of Entry, and the cost of the delivery facilities as requested by Garland, shall be at Garland's expense and may be allocated as a System Cost if so determined in future cost-of-service studies.

2.4 Unless mutually agreed to in writing by Garland and Customer, Customer shall be responsible for the design, contracting, construction, and financing of ~~all~~ Delivery Facilities including the cost and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials, and specifications shall, at a minimum, conform to Garland's requirements. Plans and specifications for any Delivery Facility which actually connects to the Garland System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld. No construction shall begin until such approval has been given. Customer agrees that Garland has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of such facility is subject to the inspection and written approval of the Director.

2.5 After the date of this Contract, Customer agrees not to provide service to any new single user or new development whose need for wastewater service would exceed 100,000 gallons per day without written notice and approval of the Director, which approval will not be unreasonably withheld.

3. Maintenance of Customer System

3.1 Customer agrees to maintain Customer’s System in good condition and to make repairs in a timely manner. Garland shall not have any responsibility or liability for the operation of the Customer’s System, it being Customer’s sole responsibility to provide adequate facilities to deliver its wastewater to the Garland System.

4. Metering and Sampling Facilities

4.1 On the effective date of this Contract, Customer shall transfer ownership of all Metering and Sampling Facilities to Garland at no cost and Garland shall have the exclusive right to enter, use, operate, and maintain Metering and Sampling Facilities and Garland shall become solely responsible for the operational and maintenance responsibilities associated with these facilities. Should additional Points of Entry be added by Customer thereafter to deliver Customer's wastewater to the Garland System, Customer shall construct Metering and Sampling Facilities for each such Point of Entry that are designed and engineered in a manner satisfactory to Garland, and shall transfer ownership of such newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate and maintain the facilities as specified in Section 4.1. Customer will always provide Garland a route of ingress and egress to Metering and Sampling Facilities, which shall be accessible to Garland without notice. Garland shall have the discretion to construct improvements, expansions, and replacements to these facilities as a System Cost and at the timing of Garland's needs, provided, however, that Garland shall permit Customer to review proposed construction, expansion, and replacement plans. Customer will grant and provide to Garland such permits or easements as are necessary for the continuous operation and maintenance of all metering and sampling facilities. All such costs incurred by Garland for operation, maintenance, construction, expansion, and replacement of Metering and Sampling Facilities shall be considered System Costs.

4.2 Unless otherwise agreed to by both parties in writing, Garland shall have the option to construct Customer Metering and Sampling Facilities not currently in existence. All construction costs, including, but not limited to, site acquisition and preparation, design and engineering, construction and equipment for such facilities, together with the costs of necessary easements and rights-of-way, shall be System Costs, including any and all necessary modifications to accommodate a complete initial installation satisfactory to Garland. If Customer constructs new Metering and Sampling Facilities, Customer shall transfer ownership of the newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate and maintain the facilities as specified in Section 4.1. Thereafter, Garland shall operate and maintain the facilities as a System Cost.

4.3 Expenses incurred by Garland for the operation and maintenance of Metering and Sampling Facilities shall be System Costs and shall include, without limitation, the following:

(A) Cost of electricity and batteries at the facility;

(B) Cost of the initial installation of the telemetry service at the facility and to the control center and cost of monthly lease charge for connectivity;

(C) Cost of calibration and field measured Velocity Profiles;

(D) Cost of parts, materials and supplies required for repairs, calibrations and upgrading of the facilities;

(E) Labor cost plus fringe benefits and indirect costs for repairs, calibrations and upgrading of the facilities; and,

(F) Maintenance costs of ingress and egress and meter facility site.

(G) Administrative costs, including but not limited to record and book keeping, cost of service studies and costs associated with ratemaking.

4.4 Replacement of facilities described in this section or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director shall be a System Cost. Any replacement facility or equipment therein shall comply with Garland's standards and specifications.

5. Rights-of-Way

5.1 Customer shall grant, without charge to Garland, such easements and rights-of-way along public highways or other property owned by Customer, to the extent lawful and as reasonably necessary, to construct or maintain mains or facilities within the corporate limits of Customer to provide wastewater collection to Customer and to other areas; provided, however, that nothing herein shall impose upon Customer an obligation to acquire title or easement rights with regard to any property. Whenever by reason of reconstruction, widening or straightening or streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works project it shall be deemed necessary by Customer to remove, alter change, adapt, or conform the underground or overhead facilities of Garland located in rights-of-way or other property owned by Customer, such alterations shall be made by Garland at Garland’s expense within thirty days from the issuance of written notice to Garland to make the alterations

unless a different schedule has been approved by Customer. Garland shall grant, without charge to Customer, such easements and rights-of-way along with public highways or other property owned by Garland, as to the extent lawful and as reasonably necessary, to construct and maintain wastewater mains or facilities within Garland to provide wastewater collection to Customer. Whenever by reason of reconstruction, widening or straightening or streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works project it shall be deemed necessary by Garland to remove, alter change, adapt, or conform the underground or overhead facilities of Customer located in rights-of-way or other property owned by Garland, such alterations shall be made by Customer at Customer's expense within thirty days from the issuance of written notice to Customer to make the alterations unless a different schedule has been approved by Garland. All work done by or on behalf of Garland under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Garland, but neither party hereto will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed in writing. Garland and Customer agree to coordinate the location of the mains and facilities in the other's easements and rights-of-way in order to prevent conflicts insofar as reasonably practicable.

6. Metering and Sampling

6.1 All flow discharged into the Garland System by Customer shall be metered, except as provided in below Section 6.2. Should both parties agree in writing that metering is not possible in one or more areas on the Basin Map, the agreed upon method for determining the discharge volume for such area(s) shall be deemed to include an adjustment for infiltration and inflow.

6.2 If, in the judgment of the Director, the wastewater generated within one or more areas of the Basin Map applicable to Customer cannot be accurately measured by an approved metering station, then the charge for sanitary sewer service within that drainage area will be based on 80% of the metered water usage. Garland shall have the right to audit Customer's water usage records and Customer shall produce them to the Garland within ten business days of Garland's written request. Customer shall have access to the metering and sampling facilities at all reasonable times; provided, however, that any reading, calibration or adjustment to such metering equipment shall be done by employees or agents of Garland. Garland shall notify the Customer at least 72 hours in advance of the date and time for any reading, calibration or adjustment, and Customer may be present and observe, if so desired.

6.3 All readings of meters will be entered into data collection systems maintained by Garland. Customer shall have access to such records during reasonable

business hours and shall be furnished with monthly totalizer readings for each Point of Entry Metering and Sampling Facility.

6.4 Garland shall calibrate and service the meters no less than once each six months (that is once every 180 days). Copies of the results of the six month calibration, velocity profiles, and all related information shall be provided to Customer on request.

6.5 After a calibration is completed, if it is determined that a meter is under-metering or over-metering wastewater flow by more than 5%, the registration of the flow as determined by the meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the date of the last calibration, but in no event further back than a period of twelve months.

6.6 If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be the average use of the last twelve months plus three percent, divided by three-hundred and sixty-five, and the result multiplied by the number of days the meter is out of service or out of repair.

6.7 Garland shall periodically determine the quality of the wastewater at the Metering and Sampling Facilities or other agreed upon sampling points for the purposes of billing for the Strength of the wastewater. The sampling and testing shall occur on a random basis once per month. To determine the quality of the wastewater, Garland shall collect 24 hour time-weighted or flow-weighted composites for a period of not less than one 24 hour periods per month for a total of twelve, 24 hour sampling periods per year. If, at the request of Customer or at the request of the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with this Section. If Customer requests such additional monitoring, Garland shall invoice Customer and payment shall be made within thirty days after receipt of invoice. Garland shall analyze the samples collected in accordance with standard methods and will provide analysis reports to the Customer, if requested.

6.8 If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior notice to Customer. Compliance monitoring is to be in addition to the periodic sampling set forth in Section 6.7. All information obtained as a result of such compliance monitoring shall be provided to the Customer upon request. Garland will provide notice of such compliance monitoring to Customer within a reasonable time thereafter.

6.9 Costs incurred by Garland under this section will be considered to be a System Cost.

7. Rates and Charges

7.1 Wholesale wastewater rates established hereunder will be determined based upon cost-of-service rate study analysis using the methodologies and principals generally accepted within the industry and detailed further herein, as applicable. The cost of such analysis will be considered a System Cost.

7.2 The parties agree that the methodologies and principals used to conduct a cost-of-service rate study shall be generally accepted within the industry as promulgated by the Water Environment Federation within the WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems, as revised. Notwithstanding the forgoing, the following methodologies and principals are agreed to between the parties until agreed otherwise in writing:

(A) The cost of service for the wholesale class shall include allocated reasonable and necessary operation and maintenance expenses based on the then adopted and approved budget for the wastewater utility, budgeted debt service including principal and interest payments, capital outlay and budgeted funds necessary to comply with Garland's established financial policies such as, but not limited to, operating cash reserves, externally required or internally adopted debt coverage requirements, repair and replacement reserves, and any other reserve requirements that may be necessary to maintain the financial stability of the City of Garland's wastewater system.

(B) To determine the allocation and distribution of costs to the wholesale customer class, the analysis shall consider at least the following factors: total volume, rate of flow, wastewater quality, metering, and customer-related costs such as accounting, billing, and monitoring.

(C) Capital-related costs will consist of budgeted cash capital outlays as well as budgeted debt service payments including principal and interest and debt service coverage as may be required.

7.3 The initial rates for this contract shall be those adopted by the Garland City Council on _____, 20__, with an effective date of October 1, 20__, and are referenced herein as Exhibit "C". Any challenge to a rate established by the Garland City Council must be brought within ninety days of its adoption.

An additional charge will be made for excess Strength discharges at any Point of Entry. A surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of TSS in excess of 250 mg/l shall be assessed. Excess Strength determination will be based on monthly sampling.

Customer agrees that the Garland City Council has the right to revise, by ordinance, the allowable discharge Strengths, consistent with applicable regulations. At the effective date of this Contract, the allowable discharge Strength is 250 mg/l for BOD and 250 mg/l for TSS.

Surcharge - Customer shall pay a surcharge to Garland for concentrations of BOD exceeding 250 mg/l and TSS exceeding 250 mg/l at the rate provided in Article II "Utility Rates and Fees," Chapter 50 of the Code of Ordinances of the City of Garland, subject to increase or decrease without formal amendment of this Contract as the surcharge is amended by ordinance from time to time. The excess charge will be calculated each month. It will be based on the rate of excess discharge for that month. The surcharge will be assessed the entire month for each portion of the month that discharges from Customer exceed applicable limits.

7.4 Bills for wastewater treatment and disposal service shall be submitted to Customers on a monthly basis. Amounts billed shall be due and payable not more than thirty days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Garland shall first be applied to the past-due charges, if any, and thereafter to the current charges. Any challenge to a billing must be brought within 60 days of the billing date.

7.5 If Customer disputes a bill, it shall nevertheless continue to promptly make the disputed payment or payments. Dispute of a bill is not grounds for non-payment. In the event a payment is not paid as specified in this Contract, a finance charge of the lower of eighteen percent or the maximum rate allowed by law, per annum, will be calculated from the date which the payment was required to be made. In the event the amount finally determined to be due is less than the full amount of the disputed bill, then the amount found to be in excess of the amount due will be credited to the Customer's account together with an interest charge of the lower of eighteen percent or the maximum allow by law, per annum, calculated from the date payment of the disputed bill was received.

In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't. Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising

from a dispute under this Contract, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute; (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute; and (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

7.6 The parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of Customer's waterworks and wastewater facilities and that all payments made by each Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's waterworks and wastewater systems, and the provisions of any and all ordinances of Customer authorizing the issuance of any revenue bond issues of Customer which are payable from its waterworks and wastewater systems.

7.7 Customer agrees, throughout the term of this Contract, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this Contract; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.8 The parties agree that the rates established in accordance with this Contract are reasonable and in the public interest.

7.9 Security Fund. Upon the occurrence of Customer’s first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty days after its due date, Customer agrees to establish a security fund in the amount of one month’s average billings from which Garland may withdraw funds to secure payment of the billing. Customer shall thereafter immediately restore the account to the required amount and maintain the full balance required in the fund for the remainder of the term of the Contract, notwithstanding Garland’s withdrawals to satisfy billings remaining unpaid for more than sixty days after the due date.

The security fund shall be deposited with the City Manager in cash, in the form of an unconditional letter of credit or performance/surety bond, or other instrument in a form acceptable by the City Manager and the City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Customer prior to the collection by Garland of any amounts covered by the letter of credit, bond, or other instrument. Customer shall be entitled to all interest actually earned by Garland on any cash portion of the security fund; such interest to be paid to the Customer by Garland on an annual basis.

8. Industrial Connection and Monitoring

8.1 Customer agrees that it will, at the time of execution of this Contract, identify and locate all possible Significant Industrial Users which might be subject to Garland's Industrial Pretreatment Program. Any compilation, index or inventory of Significant Industrial Users shall be made available to the United States Environmental Protection Agency, Texas Commission on Environmental Quality and/or its predecessor agencies, and the City of Garland upon request.

8.2 Customer agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to its system or to the Garland System without at least thirty days' prior written notification to the Director of such intent to connect. Such notification shall provide the Director with information pertaining to volume and composition of flow, and further information as may be requested by the Director.

8.3 Customer agrees to conduct any and all monitoring, sampling and inspection of Customer System and industrial users as necessary to insure that industrial waste introduced into the Customer System meets the quality standards set out in Section 9.2 hereof. Upon request to Customer, a representative of Garland will be permitted to observe Customer's collection of samples from industrial users. Customer agrees to furnish Garland separate duplicate samples for independent testing, and shall provide the Director sample analysis results and pretreatment records within fifteen days of receipt of laboratory reports from the Industrial User.

8.4 Customer agrees that Garland shall have the right to sample wastewater at all Points of Entry and such other locations as may be mutually agreed to in writing by both parties for the purpose of determining the volume and quality of wastewater entering the Garland System. Customer agrees to disconnect from its system any industrial user found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Customer System; provided,

however, that the disconnected industrial user shall be afforded the same rights, privileges of appeal and deficiency cure periods as are industrial users operating within Garland's jurisdiction.

8.5 Following notice to the Customer by Garland, Customer grants to Garland the right to enter Customer's jurisdiction if Garland determines that questionable discharges or prohibited discharges are entering the Garland System from the Customer System. Customer agrees to assist Garland in locating and eliminating such prohibited discharges.

9. Wastewater Quality

9.1 Customer agrees that on or before one-hundred twenty days from date of execution of this Contract it shall enact and cause to be enforced an ordinance enabling Customer to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Garland's Code of Ordinances; Chapter 22, and any necessary and reasonable amendments thereto, and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Customer agrees to enact and enforce ordinances or any amendments to Garland Ordinance No. 6417, or any future ordinances relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this Contract; provided, however, Garland shall provide Customer with a copy of such proposed ordinances or amendments at least sixty days, if possible, prior to the presentation of such ordinances or amendments to the Garland City Council during which time Customer shall have an opportunity to review same. Customer shall adopt and enforce such proposed ordinances or amendments no later than the effective date of the Garland ordinance or amendment.

9.2 Customer agrees that the quality of the wastewater discharged into the Customer System shall be equal to or better than the quality standards established by Garland's Code of Ordinances, Chapter 22, or any amendment adopted pursuant to Section 9.1 or applicable state or federal law or regulation. Customer shall be responsible to Garland if it causes the Garland System to be in noncompliance with any federal, state or local statutes, rules, regulations or permit requirements.

9.3 Customer shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Garland System to apply for and obtain a permit from Customer allowing such discharge. Such permit shall require industrial users to abate prohibited substances from their discharge as a condition to discharging wastewater into the Customer System. The permit application shall contain, as a minimum, the following:

(A) Name and Address of Discharger and/or Agent for Discharger;

(B) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Public Owned Treatment Works;

(C) Number and type of employees, hours of operation, hours of discharge and proposed or actual hours of operation of the industrial user;

(D) Each product produced by type, amount, process or processes, and rate of production;

(E) A map of the property showing accurately all sewers and drains;

(F) The site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drainages, and appurtenances by size, location, and elevation, and all points of discharge;

(G) Time and duration of all the discharges;

(H) Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit application; and,

(I) Plans and specifications sealed by a registered professional engineer detailing all pretreatment facilities and processes including any grease, oil, or sand interceptors and control manholes.

Customer shall provide Garland a copy of such application and permit, if issued, within fifteen days after issuance.

10. Infiltration and Inflow

10.1 Customer agrees that it has an obligation to prevent infiltration and inflow into its System from entering the Garland System. Customer further agrees that all sewer connections within its jurisdiction which ultimately enter into the Garland System will be constructed in accordance with specifications and standards at least equal to those of the City of Garland technical specifications and construction standards. Further, Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter Customer's System, in order to prevent such drainage from ultimately being deposited into the Garland System. Customer shall not make, nor shall it permit to be made, any connection which will

contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drain or other source into its sanitary sewer system.

11. Sludge Disposal

11.1 Customer recognizes the importance of processing and disposing of sludge in a timely and proper manner. Customer will cooperate with Garland in any environmentally sound sludge processing and disposal program meeting federal and state standards within the area served by Customer.

12. Wastehaulers

12.1 Customer shall not introduce or permit to be introduced, and shall prohibit the introduction of, liquid waste into the Customer System by liquid waste haulers, either directly or indirectly.

13. Reports and Records

13.1 If requested by the Director or Customer, the other party shall provide the following data on a quarterly basis:

(A) Actual number of customer accounts discharging directly or indirectly into the Garland System or Customer System within its service area;

(B) Classification of domestic and nondomestic accounts within its service area by number and percentage of accounts discharging directly or indirectly into the Garland System or Customer System within its service area; and,

(C) Additional data which may assist Garland or Customer in developing methodology for cost-of-service studies, planning studies for analyzing federal grants, and system access fees; provided, however, that neither party shall request data that will require either party to incur unreasonable expenses in providing such data or require the production of confidential information.

14. Notices

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

City of Garland: Managing Director of Water and Wastewater Utilities
City of Garland
200 N. Fifth Street
Garland, Texas 75040

Customer: Mayor
City / Town of
Address
City, Texas Zip Code

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

15. Inspection and Audit

Complete records and accounts shall be maintained by each party hereto for a minimum period of five years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

16. Consent

Whenever, under the terms of this agreement, Garland is permitted to give its written consent or approval, Garland, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld.

17. Waiver, Remedy, Severability

17.1 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

17.2 In addition to any other remedy as may be provided by law, this agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Dallas County, Texas.

17.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this Contract shall then continue as if such invalid term or provision had not been contained herein.

18. Ownership and Liability

18.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Garland System.

18.2 Liability for damages arising out of the transportation, delivery, reception, treatment, and disposal of all wastewater discharged into the Garland System shall remain with the Customer, together with title and ownership thereto, until such wastewater passes through the Point of Entry to the Garland System, at which time title, ownership and liability for such damage shall pass to Garland, save and except that title to any prohibited discharge and any liability therefor shall not pass to Garland unless such prohibited discharge originated in the Garland System. Any effluent produced by and discharged by Garland from any treatment plants owned and/or operated by Garland shall be owned by Garland, regardless of originating source of wastewater. **Further, to the extent allowed by law, the parties hereto agree to indemnify, save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines and expenses, including reasonable attorney's fees, that may be asserted by anyone at any time on account of the transportation, delivery, reception, treatment and/or disposal while title to the wastewater is in such party. If such liability for damages is not attributable to a specific customer or Garland, such liability shall become a Garland System Cost.**

18.3 Contracts made and entered into by either Customer or Garland for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor(s) must provide adequate insurance protecting both the Customer and Garland as insured. Such contract must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Customer and Garland against any and all suits or claims for damages of any nature arising out of the performance of such contract.

19. Compliance with Permit Conditions

Customer acknowledges that Garland is the holder of discharge permits issued by the United States and the State of Texas. Customer agrees that it will comply with all such permit conditions in any way relating to the collection system and the discharge into the collection system. **Customer agrees that in the event a fine is assessed against Garland for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Customer, to indemnify Garland and pay to Garland the amount of such fine.** If such fine is not attributable to a specific customer, such fine shall be considered a System Cost and allocable to the customer in accordance with the provisions of this Contract.

20. Term of Contract

The term of this Contract shall be twenty years from the Effective Date.

21. Force Majeure

21.1 No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight such party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

21.2 In the event the proper operation of the Garland System, as a result of the above, requires Garland to temporarily interrupt all or part of the services to Customer, no claims for damage shall be made by Customer against Garland.

22. Termination

22.1 This Contract may be terminated in whole or in part by the mutual consent of Customer and Garland. Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms,

conditions and provisions hereof shall be cause for termination of this Contract by Garland in the manner set forth in this paragraph. Garland shall deliver to Customer ninety days prior written notice of its intention to so terminate this Contract if Customer fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said ninety days Customer shall fail or refuse to cure such default to the satisfaction of Garland, then and in such event, Garland shall have the right with six months advance written additional notice to Customer and without any liability whatsoever on the part of Garland to declare this Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer hereunder shall cease and terminate and Customer shall make no claim of any kind whatsoever against Garland, its agents or representatives, by reason of such termination or any act incident thereto, provided Garland acted reasonably and such termination was not unreasonable, arbitrary and capricious. Garland shall advise Customer in writing immediately upon acceptance of the cure of any default. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:

(A) Failure to adopt and enforce any ordinance required to be adopted and enforced herein;

(B) Failure to make any payment of any bill, charge or fee as provided for in this Contract;

(C) Making any connection to the Garland System at any point except as provided in Section 2.2 hereof;

(D) Failure to provide Garland ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;

(E) Failure to provide Garland rights-of-way as required herein;

(F) Failure to permit any sampling of wastewater as provided for herein;

(G) Failure to disconnect industrial users of Customer pursuant to Section ~~9~~8.4 hereof;

(H) Failure to abide by Significant Industrial User requirements as outlined in Section 8 hereof;

(I) Failure to maintain the quality of discharge as required in Section 9 hereof;

(J) Failure of Customer to comply with Section 19.1 hereof.

22.2 In the event of any breach, default or failure to perform duties under this Contract, Garland shall deliver to Customer sixty days advance written notice of such default. If Customer fails to cure such breach, default or failure, then Garland shall give Customer written notice of such failure to cure and may surcharge Customer, retroactively to the initial date of notice issuance, Five-Hundred Dollars per day until such time as Customer cures the noticed breach or failure or until such time as a judgment is entered into against the Customer.

22.3 Any failure by Garland to so terminate this Contract or the acceptance by Garland of any benefits under this Contract for any period of time after such material breach, default or failure by Customer shall not be determined to be a waiver by Garland of any rights to terminate this Contract for any subsequent material breach, default or failure.

22.4 Any failure by Customer to so terminate this Contract or the acceptance by Customer of any benefits under this Contract for any period of time after such breach, default or failure by Garland shall not be determined to be a waiver by Customer of any rights to terminate this Contract for any subsequent material breach, default or failure.

23. Effective Date

This Contract, together with all terms and conditions and covenants, shall be effective on the date indicated above.

24. Miscellaneous

24.1 This Contract terminates and supersedes that certain Wastewater Treatment Contract between The Town of Sunnyvale and the City of Garland dated June 4, 1991 under which Garland provided wastewater treatment services to Customer.

24.2 This Contract is subject to all applicable federal and state laws and any applicable permits, ordinances, or amendments adopted pursuant to Section 9.1 rules, orders and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

24.3 The Customer agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

24.4 Any duly authorized employee of Garland bearing proper credentials and identification may notify Customer of the need for access to any non-permitted premises located within Customer's city limits or served by Customer for the purpose of inspections and observation, measurement, sampling, testing and auditing, in accordance with the provisions of this Contract, and Customer shall permit such access. Customer may elect to accompany the Garland representative. To the extent permitted by law, Garland agrees to indemnify Customer for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.

24.5 In each instance herein where reference is made to a federal or state regulation or ordinance, it is the intention of the parties that, at any given time, the current federal or state regulation or ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Garland, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

24.6 Garland must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Garland in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

24.7 Section headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section. Such headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective officers thereunto duly authorized.

ATTEST:

By: _____
City Secretary

Date: _____

CITY OF GARLAND

By: _____
City Manager

Date: _____

ATTEST:

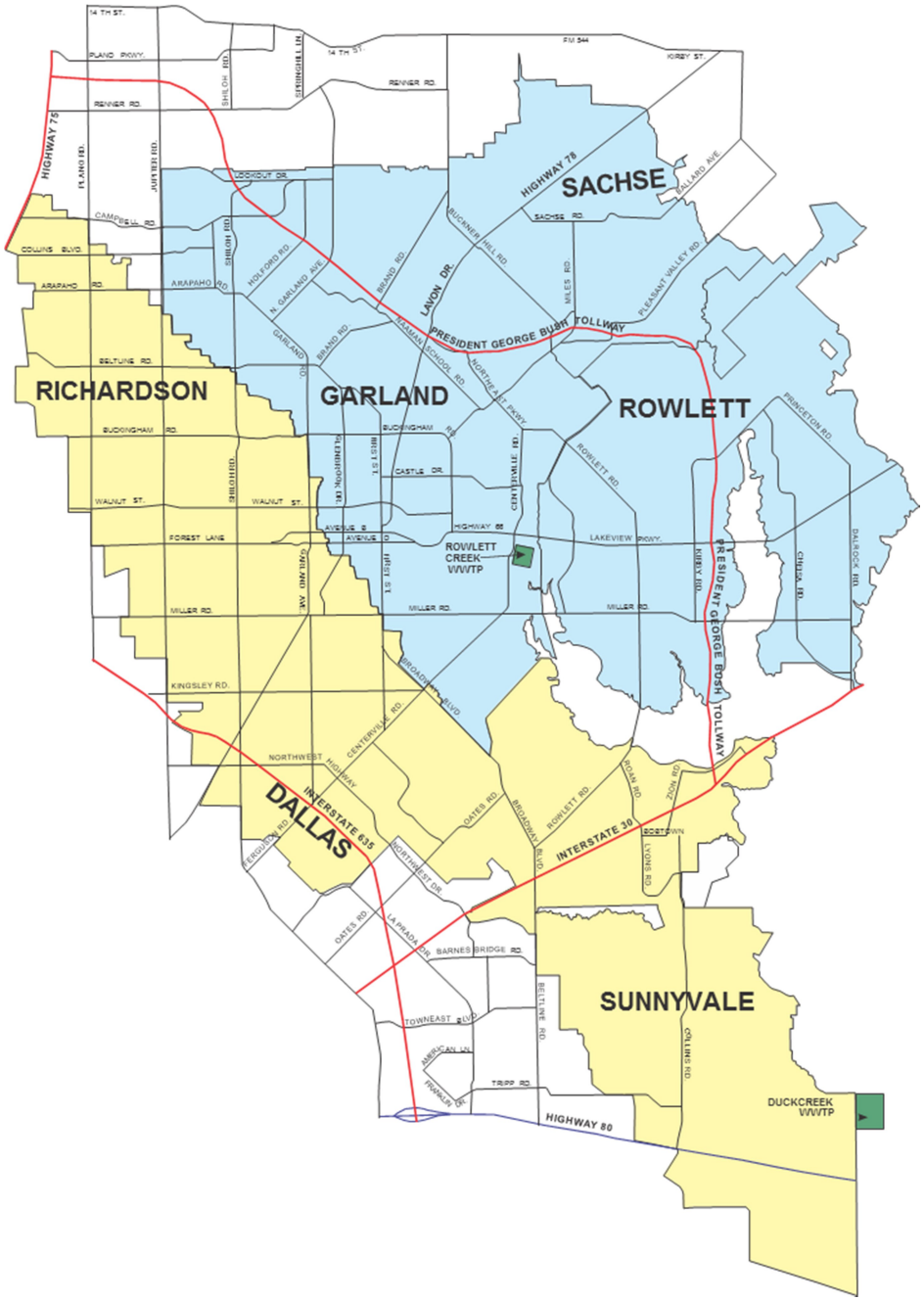
By: _____
City Secretary

Date: _____

CUSTOMER

By: _____
City Manager

Date: _____


SACHSE
RICHARDSON
GARLAND
ROWLETT
DALLAS
SUNNYVALE
HIGHWAY 75
HIGHWAY 78
PRESIDENT GEORGE BUSH TOLLWAY
INTERSTATE 30
INTERSTATE 635
HIGHWAY 80
ROWLETT CREEK WWTP
DUCKCREEK WWTP
14 TH ST.
PLANO PKWY.
RENNER RD.
SHILOH RD.
NT THORNHILL
FM 544
KIRBY ST.
PLANO RD.
JUPITER RD.
LOOKOUT DR.
CAMPBELL RD.
COLLINS BLVD.
ARAPAHO RD.
HOLFORD RD.
N. GARLAND AVE.
BRAND RD.
LAVON DR.
BUCKNER HILL RD.
SACHSE RD.
MILES RD.
PLEASANT VALLEY RD.
ALLARD AVE.
BELTLINE RD.
GARLAND RD.
THOMAS SCHOOL RD.
NORTHEAST PKWY.
BUCKINGHAM RD.
CASTLE DR.
CENTERVILLE RD.
ROWLETT RD.
PRINCETON RD.
WALNUT ST.
FOREST LANE
AVENUE O
HIGHWAY 66
LAKEVIEW PKWY.
KIRBY RD.
CHASE RD.
DALROCK RD.
MILLER RD.
KINGSLEY RD.
BROADWAY BLVD.
NORTHWEST HIGHWAY
OATES RD.
BEAN RD.
ZION RD.
ROBTOWN
LYONS RD.
FERGUSON RD.
NORTHWEST DR.
LA PRADA DR.
BARNES BRIDGE RD.
TOWNEAST BLVD.
AMERICAN LN.
FRANKLIN DR.
TRIPP RD.
COLLINS RD.

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.d.**

Meeting Date: April 17, 2017

Item Title: Proposed Revision to Garland Code of Ordinances - Chapter 52

Submitted By: Lonnie Banks, Managing Director

Council Goal: Fully Informed and Engaged Citizenry

ISSUE

The current Garland Code of Ordinances - Chapter 52 does not entirely reflect the current business practices and programs of the Environmental Waste Services (EWS) Department.

OPTIONS

1. Accept for approval revised Code of Ordinances - Chapter 52
2. Reject revised Code of Ordinances - Chapter 52

RECOMMENDATION

Staff recommends acceptance of revised Code of Ordinances - Chapter 52. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 2, 2017 Regular Meeting.

BACKGROUND

The current Garland Code of Ordinances - Chapter 52 does not entirely reflect current business practices and programs of the Environmental Waste Services Department. It is important to update Garland Code of Ordinances - Chapter 52 in order to make it consistent with the daily activities of EWS. Staff presented to Community Services Committee at their meetings on August 15, 2016 and November 14, 2016 proposed Ordinance revisions to sections regulating service delivery functions for Residential, Recycling, Brush and Bulky Goods and Commercial collections along with Landfill and Transfer Station operations. On November 14, 2016, the Committee unanimously approved the draft revisions to Chapter 52 and recommended that Staff bring them to full Council for consideration.

Attached is a copy of the current Garland Code of Ordinances - Chapter 52, Community Services Committee minutes of August 15, 2016, November 14, 2016 meetings, revised Garland Code of Ordinances - Chapter 52, and significant proposed revisions to Garland Code of Ordinances - Chapter 52.

Attachments

Current Code of Ordinances - Chapter 52
Community Services Committee Minutes
Revised Garland Code of Ordinances - Chapter 52
Significant Proposed Revisions to Garland Code of Ordinances - Chapter 52

Current Garland Code of Ordinances - Chapter 52

CHAPTER 52

SANITATION

ARTICLE I. IN GENERAL*

Sec. 52.01 Definitions

For the purpose of this chapter, the definitions set out in the solid waste management glossary (S.W. - 108ts) shall first apply. Words not defined in the solid waste management glossary shall have the meaning assigned to them by the Director of Solid Waste and Recycling Services.

Sec. 52.02 General duties of director

The Director of Solid Waste and Recycling Services shall have primary responsibility for the enforcement and execution of these articles. (Ordinance 5038, sec. 1, adopted 12/3/96)

Sec. 52.03 Penalty

Violation or noncompliance with any portion of this chapter shall be a misdemeanor punishable in accordance with section 10.05 of this Code.

Secs. 52.04–52.09 Reserved

ARTICLE II. SANITATION SERVICES

Sec. 52.10 Application and contract for sanitation services

(A) City sanitation services shall be supplied to premises only after proper application and approval.

(B) Temporary emergency sanitation service may at the discretion of the Director of Solid Waste and Recycling Services be extended to any premises under any reasonable terms, fees, or conditions.

(C) Customers who do not have City water and electric service shall pay a deposit for garbage collection service, in the amount of three times the applicable monthly service charge, shall be paid to the City prior to the institution of garbage collection service.

Sec. 52.11 Sanitation customers to give notice of change of address

All sanitation customers shall, upon vacation of any premises, notify the City on the first regular business day. Failure to do so shall render such person fully responsible for all consequences therefor.

Sec. 52.12 Appropriate containers required

All solid waste shall be placed for collection in an automated residential container, a commercial container, or as otherwise provided in this chapter and any solid waste not so placed shall constitute a nuisance within the meaning of section 32.53 of this Code and shall be subject to such penalties or abatement procedures as provided by chapter 32. (Ordinance 4527, sec. 2, adopted 10/1/91; Ordinance 5038, secs. 1, 2, adopted 12/3/96)

Sec. 52.13 Placement of residential solid waste for collection

(A) In general. Subject to the other provisions of this chapter and the following, the resident of a residential premises serviced by a paved alley shall place all solid wastes to be collected by the City between the pavement line of the alley and the property line of the premises. Where there is no paved alley, the resident shall place the resident's solid wastes in front of the resident's premises between the sidewalk and curb.

(B) Placement and segregation of brush, lawn clippings, and other bulky items.

(1) Brush, tree limbs, and tree trunks shall be placed in a pile at curbside in front of the resident's premises between the sidewalk and the curb and shall not be mixed with any other solid waste.

(2) Yard waste, such as leaves and grass clippings, shall be placed in bags in a pile at the curbside in front of the resident's premises between the sidewalk and the curb and shall not be mixed with other solid waste.

(3) Bulky items (solid waste too large or too voluminous to fit in residential automated container) if otherwise not prohibited by section 52.21 shall be placed in a pile at curbside in front of the resident's premises between the sidewalk and the curb and shall not be mixed with any other solid waste.

(4) Appliances shall be placed at curbside in front of the resident's premises between the sidewalk and the curb and shall not be mixed with any other solid waste.

(5) Items described in subsections (3) [bulky items] and (4) [appliances] may not be placed for collection before the day prior to the scheduled collection day.

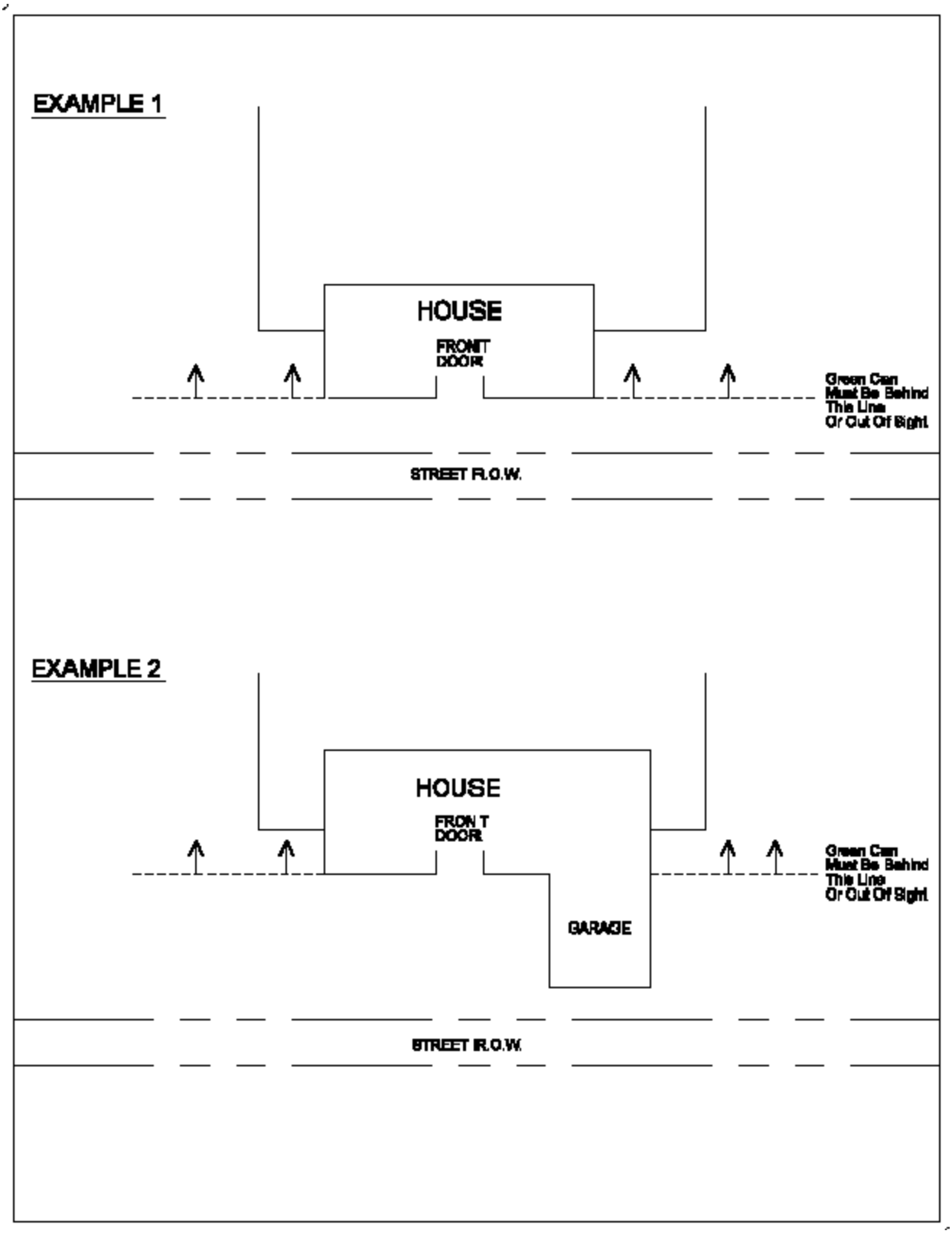
(C) The resident of a premises served by automated residential container service shall place the resident's container(s) at the collection point designated by section 52.13(A) not sooner than 6:00 p.m. on the day before the scheduled collection day. The resident shall remove the container from the collection point prior to 11:00 p.m. of the scheduled collection day. A resident whose point of collection is from an alley need not remove the container from the point of collection, otherwise, the resident shall remove the container(s) from the collection point to one of the following locations:

(1) A location out of the view of public or adjacent property;

(2) If the resident's dwelling unit is located on an alley next to a parallel street that does not have a solid screening wall between the alley and the street, then to the side of the main dwelling unit;

(3) If the resident's dwelling unit is on Lawler Road between Plano Road and Jupiter Road, then to the side of the main dwelling unit; or

(4) If the resident's collection point is from the front of the dwelling unit, then the container shall be placed in an area located behind the line as shown in Examples 1 or 2, below depicted as a dotted line.



(D) If, as determined by the Solid Waste Director, a unique circumstance or extreme hardship (such as a physical disability) exists, the Solid Waste Director may grant an exemption from these requirements.

(E) After receiving notice that an item placed for collection cannot be handled by collection crews, the resident shall remove and dispose of such items at the expense of the resident. Such items, if not removed by the resident, may be abated as a nuisance under the provisions of section 32.61 of this Code.

(F) No person shall block the City's access to, or hinder the collection of, solid waste in automated containers or of brush or other bulky goods placed at curbside.

(Ordinance 4526, sec. 1, adopted 10/1/91; Ordinance 4527, sec. 3, adopted 10/1/91; Ordinance 5038, sec. 3, adopted 12/3/96; Ordinance 5445, sec. 8, adopted 3/7/00; Ordinance 5517, sec. 1, adopted 12/5/00; Ordinance 6343, sec. 1, adopted 8/18/09)

Sec. 52.14 Commercial container service, use of containers

(A) It shall be unlawful for any person, other than the lessee or his authorized representative, to deposit or cause to be deposited, any type of waste in a container where said container is posted with a notice prohibiting such action.

(B) There shall be no parking in front of or within five (5) feet of either side of commercial containers.

(C) Commercial customers shall insure that no liquid waste of any type is placed in their container and that no solid waste is placed outside the container.

(D) Customers may not relocate or alter the appearance of containers without the written approval of the Director of Solid Waste and Recycling Services or his appointed representative.

(E) No container shall be placed on public right-of-way unless approved by the Director of Solid Waste and Recycling Services and the Director of Traffic or their appointed representatives.

Sec. 52.15 Damages to paving while servicing containers

The City shall be held harmless for damages to paving that occur during the normal operation of servicing containers.

Sec. 52.16 Removal of construction and demolition debris

(A) Residents may place at curbside for collection the following categories of construction/demolition debris:

(1) Fence material.

(2) Lumber.

(3) Insulation.

(4) Gypsum board - if placed in a disposable container.

(5) Siding.

(6) Paneling.

(7) Floor coverings.

(8) Plastic sheet material.

(9) Plastic laminate.

(10) Piping.

(11) Wire.

(12) Plumbing fixtures.

(13) Other construction/demolition debris not prohibited by this chapter.

(B) Each residential address shall be provided with a maximum of four (4) separate collections of construction/demolition debris per calendar year. It shall be an offense for a person to place construction/demolition debris at curbside more than four (4) times per year.

(Ordinance 5038, sec. 4, adopted 12/3/96)

Sec. 52.17 Disposal of dead animals

No dead animal shall be placed in garbage containers.

Sec. 52.18 Collection by persons other than City, franchise agreement; exemptions

No person may engage in the collection of garbage, solid wastes, or recyclable materials within the City without first executing the franchise agreement required by the City for that purpose. Charitable and nonprofit organizations shall be exempt from this requirement. (Ordinance 5113, secs. 1–3, adopted 9/2/97)

Sec. 52.19 Title to solid waste placed for collection

Title to all solid waste placed for collection by the City shall be vested in the City immediately upon placement by the person disposing of such solid waste. This section does not apply to solid waste that may not be placed for collection under this chapter and solid waste that the City is prohibited by law or permit condition from collecting, handling or disposing. The responsibility for properly disposing of such solid waste shall remain with the person placing such waste for disposal. (Ordinance 4457, sec. 1, adopted 9/18/90; Ordinance 5113, secs. 1–3, adopted 9/2/97)

Sec. 52.20 Premium sanitation service

Premium sanitation service includes:

(1) Residential sanitation collection on a day not scheduled for collection at the residence;

(2) Alley collection of brush or bulky items from a residence; or

(3) Collection of brush or bulky items from a commercial site or new home construction site.

Premium service is available on request for a charge of $4.00 per cubic yard with a minimum charge of $10.00.

(Ordinance 4666, sec. 1, adopted 3/16/93; Ordinance 4788, sec. 1, adopted 7/19/94; Ordinance 5038, sec. 5, adopted 12/3/96; Ordinance 5113, secs. 1–3, adopted 9/2/97; Ordinance 6423, sec. 6, adopted 9/7/10)

Sec. 52.21 Bulky goods and other prohibited materials

The following categories of solid waste shall not be placed at curbside at any residence or premises for collection by the City:

(1) Roofing material.

(2) Concrete.

(3) Asphalt.

(4) Rocks.

(5) Dirt.

(6) Bricks.

(7) Household hazardous waste (HHW).

(8) Tires.

(9) Tire and wheel combinations.

(10) Unbagged garbage or trash outside of the trash container.

(11) Bagged garbage or trash outside of the trash container.

(12) Any solid waste which, in the opinion of the Director of Solid Waste, was generated at a location other than the address where the waste has been placed for collection.

(13) Solid waste that, by its nature, weight, or shape may not be readily lifted and loaded by the City's collection crews.

(Ordinance 5038, sec. 6, adopted 12/3/96; Ordinance 5113, secs. 1–3, adopted 9/2/97))

Secs. 52.22–52.29 Reserved

ARTICLE III. CITY SANITARY LANDFILL

Sec. 52.30 General regulations

(A) All landfill and transfer station operations, including dumping procedures, dumping sites, and determination of acceptable users, shall be the responsibility of the Director of Solid Waste and Recycling Services.

(B) City residents hauling refuse from their homes to the City sanitary landfill or transfer station must present a valid state driver's license as proof of residency to the attendant on duty before using the sanitary landfill or transfer station.

(C) All persons entering the City landfill or transfer station, except those listed in subsection (B) of this section, must pay a user fee.

(D) All vehicles hauling solid wastes to the transfer station or landfill must have a suitable cover placed over the load to prevent trash from blowing or falling from the vehicle. A suitable cover is one constructed of canvas mesh, netting, or such other materials as may be deemed appropriate by the Director of Solid Waste and Recycling Services or his appointed representative.

(E) The operator of any commercial vehicle arriving at the City transfer station or sanitary landfill which does not have a suitable cover placed over the vehicle's load, shall pay a surcharge of $5.00, in addition to any other applicable charges, to defray the expense of litter clean-up.

(Ordinance 4127, sec. 1, adopted 9/15/87; Ordinance 4237, sec. 1, adopted 9/20/88; Ordinance 4341, sec. 1, adopted 6/6/89; Ordinance 5113, secs. 4–7, adopted 9/2/97)

Sec. 52.31 Hours of operation

Hours of operation of the sanitary landfill and transfer station shall be as determined by the Landfill Director and shall be posted in a conspicuous manner near the entrance to the facility. (Ordinance 4899, sec. 3, adopted 9/19/95)

Sec. 52.32 Prohibited articles

Articles prohibited on the City's sanitary landfill shall include any substance which could cause an explosion or is highly flammable, caustics, acids, car bodies, and any chemical or liquid with a pH below five (5). Additionally, any matter whatsoever as may by the Landfill Director be determined to harm the general health and welfare of the citizens of the City or other human beings is prohibited from being dumped in the City's sanitary landfill. Under no circumstances will liquid wastes be accepted. (Ordinance 4899, sec. 3, adopted 9/19/95)

Sec. 52.33 Landfill user fees

(A) All persons in cars or pickup trucks without trailers shall be required to use the transfer station unless directed to the landfill by the Managing Director of Environmental Waste Services or his designee. The charge for haulers using dumping vehicles shall be thirty-five dollars ($35.00) per ton delivered to the landfill.

(B) Charges for commercial roll-off and recycling customers shall be set by the Director of Solid Waste and Recycling Services at a rate consistent with prevailing market conditions provided total revenues from such rates recover the costs of commercial solid waste and recycling services.

(C) Haulers using trucks and/or trailers that do not dump shall be required to pay one and one-half (1-1/2) times the current rate as provided for in subsection (A).

(D) Charges for haulers using the transfer station shall be one-and-one-half (1-1/2) times the landfill rate.

(E) The minimum dump fee at either installation will be ten dollars ($10.00).

(F) Major commercial haulers shall be billed on a monthly basis. Payment is due thirty (30) days after the invoice date. Any balance remaining unpaid more than thirty (30) days after the date of the invoice shall bear interest at the rate of 1.5% or the maximum allowed by law (whichever is less) per month until paid.

(G) The City Manager may enter into individual contracts with commercial customers for the deposit of 1,000 tons or more of solid waste per month, at a rate less than otherwise established in this section, as he deems necessary or desirable to maintain the financial integrity and efficiency of the Landfill Services Department.

(Ordinance 4432, sec. 2, adopted 7/3/90; Ordinance 4667, sec. 1, adopted 3/16/93; Ordinance 4711, sec. 3, adopted 9/21/93; Ordinance 4780, sec. 1, adopted 6/7/94; Ordinance 4809, sec. 1, adopted 9/20/94; Ordinance 4899, sec. 3, adopted 9/19/95; Ordinance 4947, secs. 2, 3, adopted 3/5/96; Ordinance 5010, sec. 3, adopted 9/17/96; Ordinance 5113, sec. 8, adopted 9/2/97; Ordinance 5209, sec. 10, adopted 9/15/98; Ordinance 5503, sec. 1, adopted 9/19/00; Ordinance 5595, sec. 1, adopted 9/04/01; Ordinance 5666, sec. 10, adopted 9/17/02; Ordinance 5763, sec. 5, adopted 9/2/03; Ordinance 6241, sec. 3, adopted 7/15/08)

Sec. 52.34 Immobilized vehicles

All vehicles becoming immobilized for whatever cause in the City's sanitary landfill shall be towed clear of landfill operations, and the owner thereof shall be charged a tow fee of ten dollars ($10.00). Such fee shall be paid prior to any subsequent use of the landfill. The City shall not be responsible for any damage on vehicles that require towing on landfill sites.

Community Services Committee

August 15, 2016 and November 14, 2016 Minutes

GARLAND

Community Services Committee
Minutes of the August 15, 2016 Meeting

Members Present:	Council Member Scott LeMay, Chair Council Member Rich Aubin Council Member Anita Goebel
Staff Present:	Richard Briley, Managing Director of Health & Code Compliance Brad Neighbor, City Attorney Lonnie Banks, Managing Director of Environmental Waste Services Tyra Lewis, EWS Operations Financial Coordinator Dinorah Orellana, Health Department Coordinator

The meeting was called to order at 3:30 p.m.

The minutes of the July 18, 2016 meeting were approved unanimously after a motion from Goebel.

Review Revisions to Chapter 52 (Sanitation) of the Code of Ordinances:

Banks presented the proposed changes recommended by staff to Chapter 52 of the Code of Ordinances. The ordinance revisions included changes to the sections regulating residential and commercial service delivery and also landfill disposal operations. Neighbor explained that the City Attorney's Office is still reviewing the evolving document.

After Committee discussion, Aubin requested that the public outreach component of informing the citizens of the ordinance changes be brought back to the Committee. LeMay asked Banks to bring all action items identified during the Committee review back to the Committee before forwarding to the full City Council. Banks agreed.

There being no further business, the meeting was adjourned at 4:55 p.m.

Submitted by: _____ Date: 9-19-2016
Richard Briley, Staff Liaison

Approved by: _____ Date: 9/19/16
Council Member Scott LeMay, Chair

GARLAND

Community Services Committee
Minutes of the November 14, 2016 Meeting

Members Present:	Council Member Scott LeMay, Chair Council Member Rich Aubin Council Member Anita Goebel
Staff Present:	Richard Briley, Managing Director of Health & Code Compliance Lonnie Banks, Managing Director of Environmental Waste Services Mark Mann, Sr. Assistant City Attorney Dinorah Orellana, Health Department Coordinator

The meeting was called to order at 4:00 p.m.

The minutes of the October 18, 2016 meeting were approved unanimously after a motion from Goebel.

Review Revisions to Chapter 52 (Sanitation) of the Code of Ordinances:

Chairman LeMay had requested that Banks bring all action items discussed at the August 15, 2016 Community Services Committee back to the Committee for further consideration. Banks presented each proposed item that had been discussed previously and offered language and explanation for each revision.

At the August 15, 2016 meeting, Aubin had requested a public outreach component and Banks played an informational video that had been developed for broadcast on CG-TV. Banks also explained that the department would be doing face-to-face public outreach presentations to various Neighborhood Associations once the Chapter 52 revisions were ratified.

Banks explained that the City Attorney's Office was still reviewing the developing document. After Committee discussion and a motion by Aubin, the Committee unanimously approved the draft revisions to Chapter 52 and recommended that staff bring them to the full Council for consideration.

There being no further business, the meeting was adjourned at 4:46 p.m.

Submitted by: _____ Date: 3-20-2017
Richard Briley, Staff Liaison

Approved by: _____ Date: 3/20/17
Council Member Scott LeMay, Chair

Revised

Garland
Code of Ordinance

Chapter 52

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CHAPTER 52

ENVIRONMENTAL WASTE SERVICES

ARTICLE I. IN GENERAL*

Sec. 52.01 Definitions

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

Bulky Waste means Solid Waste items of such size or quantity that cannot feasibly be collected in a normal Solid Waste Collection container. Bulky Waste includes, but is not limited to, furniture, carpet, mattresses, and appliances.

City means the City of Garland, Texas.

Collection means the removal of Solid Waste, recycling, and brush and Bulky Waste from curbside, alleyway or designated commercial properties.

Commercial Container means receptacles furnished by the City to commercial customers to store Solid Waste.

Commercial Solid Waste means all types of Solid Waste generated by businesses, restaurants, warehouses, and manufacturing facilities.

Commercial Container and Collection Service Agreement means the contract setting forth the terms and conditions for commercial collection services between a commercial customer and the City.

Chlorofluorocarbons (CFCs) means nontoxic, nonflammable chemicals containing carbon, chlorine, and fluorine.

Drop-Off Recycling Center means the facility in the City where residential customers may deliver and deposit Recycle Materials.

Environmental Waste Services Department (EWS) means the department of the City responsible for environmental waste management, including, but not limited to: Collection, transportation and disposal of Solid Waste, Landscape Waste, Bulky Waste, and Recycle Materials.

Household Appliances means discarded appliances such as refrigerators, stoves, washing machines, or dishwashers.

Household Hazardous Waste (HHW) means any Solid Waste identified or listed as household hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to Federal law. HHW includes, but is not limited to, ammonia-based cleaners, drain and oven cleaners, fire extinguishers, floor care products, furniture and metal polishes, insect sprays, aerosol spray paint, antifreeze, automatic transmission and brake fluids, diesel fuel, gasoline, car batteries, automotive cleaning products, kerosene, latex paint, oil-based paint, motor oil, oil filters, paint stripper and thinner, propane tanks, turpentine varnish, wood preservatives, fertilizer, fungicide, herbicide, pesticide, alkaline additives, pool chlorine and cleaners, muriatic acid and pool shock treatment.

Landfill means a facility in the City used for the disposal of Solid Waste where the principles of engineering are utilized to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of earth at the conclusion of each day's operation or at more frequent intervals as may be necessary.

Landscape Waste means such items as Yard Trimmings, brush, clean wood material, tree trimmings, vegetative material, leaves, grass clippings, mixed yard waste, leaf mulch, and shrubbery.

Late Set-out means a solid waste or single stream recycle container that was not collected because it was set out after the collection vehicle has passed through the area. Containers must be placed out for pick-up no later than 7:00am on the scheduled collection day.

Managing Director means the person holding the office of managing director of the Environmental Waste Services Department for the City.

Recycle Materials shall mean those materials that have been recovered or diverted from the waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials.

Single Stream Recycle Container and Bin means receptacles furnished by the City to store Recycle Materials.

Residential Solid Waste Container means a reusable plastic container furnished by the City to store Solid Waste.

Scavenging means the removal of any contents from a Solid Waste or Single Stream Recycle Container, Recycle Bin, and bulky items at a customer location by anyone other than the customer or the City.

Single Stream Recycling means a system in which all recycling commodities, including paper fibers, plastics, metals, and glass are accumulated together in container(s) for Collection, instead of being sorted or separated by the customer.

Solid Waste means any and all garbage, trash, refuse and other discarded material held or accumulated in containers, including animal and vegetable waste materials resulting from the preparation, processing or consumption of food; combustible waste material such as paper, rags, cartons, boxes, plastics; noncombustible waste materials such as glass, crockery and metal cans; provided, however, that Solid Waste does not include hazardous waste or biomedical waste.

Special Waste means any commercial or residential garbage, trash, rubbish, hazardous waste, infectious waste, or other Solid Waste that because of its quantity, concentration, physical or chemical characteristics or biological properties is not accepted at the Landfill for disposal.

Transfer Station means a facility used for storage of Solid Waste delivered by Collection vehicles, and residential and commercial customers. All waste received at the Transfer Station is transported to the Landfill for disposal.

Wood Recycling Center means the facility in the City where shrubs, tree limbs, tree trunks, and similar woody materials are collected and ground into wood mulch.

Yard Trimmings means grass, weeds, leaves, tree trimmings, plants shrubbery pruning, and such other similar materials which are generated in the maintenance of yards, gardens, or commercial landscaping in the City.

Sec. 52.02 General Duties of Managing Director

The Managing Director of Environmental Waste Services shall have primary responsibility for the enforcement and execution of these articles. (Ordinance 5038, sec. 1, adopted 12/3/96)

Sec. 52.03 Penalty

Violation or noncompliance with any portion of this chapter shall be a misdemeanor punishable in accordance with section 10.05 of this Code.

Secs. 52.04–52.09 Reserved

ARTICLE II. SERVICE DELIVERY

Sec. 52.10 Application and Contract for Solid Waste Services

(A) City Solid Waste services shall be supplied to premises only after proper application and approval.
(B) Temporary emergency Solid Waste service may at the discretion of the Managing Director, or designee, be extended to any premises under any reasonable terms, fees, or conditions.
(C) Customers who do not have City water and electric service shall pay a deposit for Solid Waste service in the amount of three times the applicable monthly service charge. This amount shall be paid to the City prior to the start of Solid Waste Collection service.

Sec. 52.11 Solid Waste Customers to Give Notice of Change of Address

When moving from a premises, a Solid Waste customer shall notify the City of their move no later than the first regular business day after vacating the premises. Failure to notify the City in this manner may result in the customer remaining responsible for all Solid Waste billing for services provided at the former address.

Sec. 52.12 Appropriate Containers Required

Unless otherwise provided for in this chapter, all Solid Waste shall be placed for Collection in an automated Residential Solid Waste Container, a Single Stream Recycle Container, or a Commercial Container. Any Solid Waste not placed in accordance with this chapter shall constitute a nuisance within the meaning of Section 32.50 of this Code and shall be subject to such penalties or abatement procedures as provided by Chapter 32. (Ordinance 4527, sec. 2, adopted 10/1/91; Ordinance 5038, secs. 1, 2, adopted 12/3/96)

Sec. 52.13 Placement of Residential Solid Waste for Collection

(A) In general. Unless otherwise provided for in this chapter, Solid Waste from residential properties which border a paved alley shall be placed for City Collection no more than two (2) feet from the paved alley. Where a residential property does not border a paved alley, Solid Waste shall be placed for City Collection in front of the premises between the sidewalk and curb. This location of Collection shall be referred to as the Designated Collection Point.

(B) Placement and segregation of Landscape Waste and Bulky Waste.

(1) Landscape Waste such as brush, tree limbs, and tree trunks, shall be placed for Collection in a pile at the Designated Collection Point and shall not be mixed with any other Solid Waste.

(2) Landscape Waste such as leaves and grass clippings, shall be placed for Collection in bags in a pile at the Designated Collection Point and shall not be mixed with other Solid Waste.

(3) Bulky Waste not otherwise prohibited by Section 52.30 may be placed for Collection in a pile at the Designated Collection Point in front of the resident's premises not earlier than one day prior to the scheduled Collection day and shall not be mixed with any other Solid Waste.

(4) When a household appliance is left for Collection pursuant to this chapter as Bulky Waste, all household appliance doors shall be removed or otherwise secured for the safety of the public.

(5) Bulky Waste items may not be placed out for Collection more than one day prior to the scheduled Collection day for the residence.

(6) Landscape Waste and Bulky Waste shall not be placed for Collection within five feet (5') of mailboxes, cable boxes, sprinkler heads, gas meters or other stationary objects and shall not be placed underneath overhanging limbs, low hanging wire, or similar obstructions that would hinder their safe Collection.

(7) No person or vehicle shall block the City's access to, or hinder, the Collection of, Landscape Waste or Bulky Waste placed at the Designated Collection Point. A premium Collection service fee may be charged for any blocked items or late setouts and waste may not be collected.

(8) After receiving notice that an item placed for Collection cannot be handled by Collection crews, the customer shall remove and dispose of such items at the customer's own expense. Such items, if not removed by the customer, may be abated as a nuisance under the provisions of section 32.61 of this Code.

(C) Residential Solid Waste Containers shall be placed for Collection at the Collection point designated by section 52.13(A) not earlier than 6:00 p.m. on the day before the scheduled Collection day. If the Collection point is from the front of a dwelling, Residential Solid Waste Containers shall be removed from the Collection point prior to 11:00 p.m. of the scheduled Collection day. Unless provided otherwise in this chapter, if the Collection point is from an alley, the Residential Solid Waste Container does not need to be removed from the point of Collection and may be stored at that location. If a Residential Solid Waste Container must be removed from the Collection point, the Residential Solid Waste Container shall be removed and stored in one of the following locations:

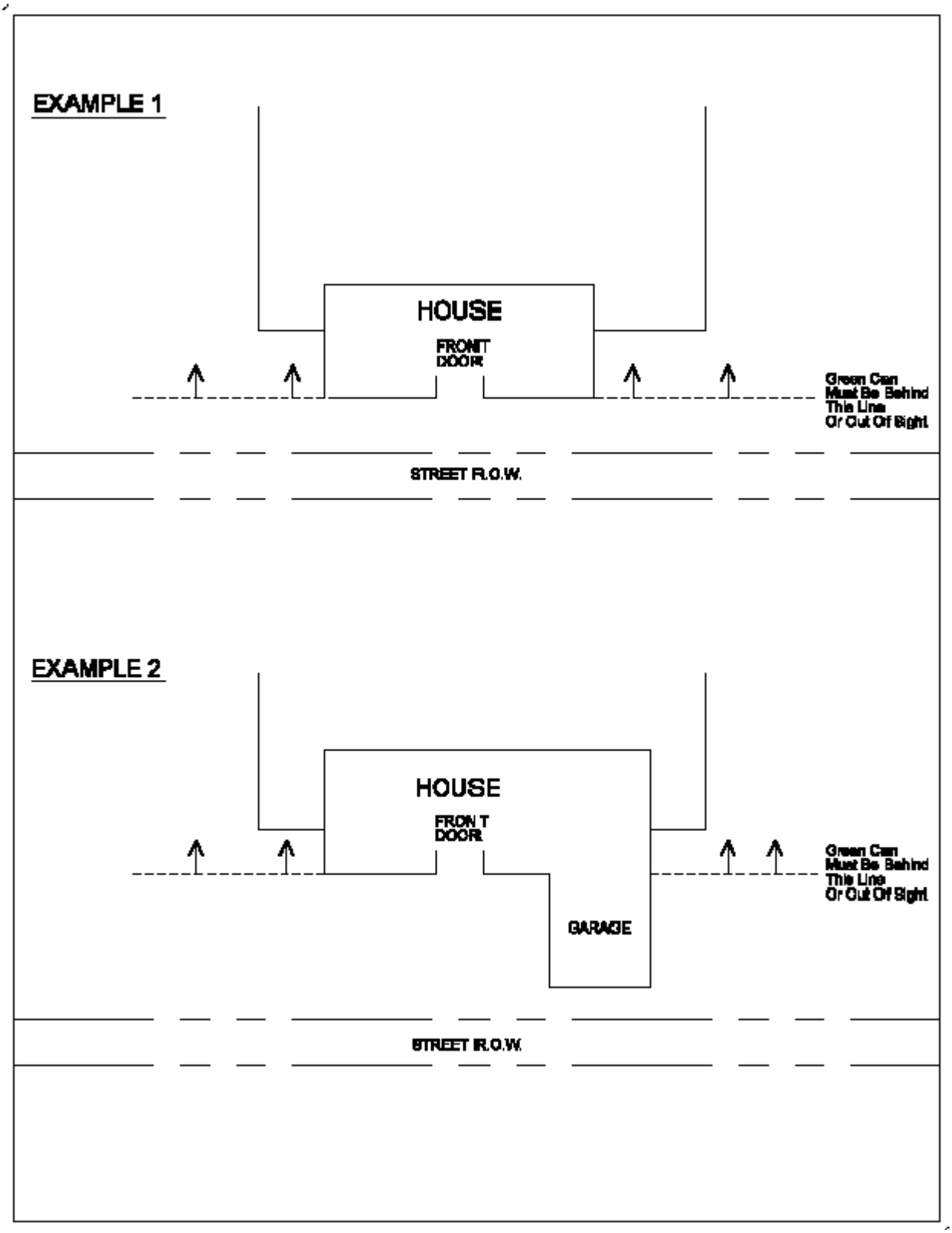
(1) A location out of the view of the public and adjacent to the dwelling;

(2) If the dwelling unit is located on an alley next to a parallel street that does not have a solid screening wall between the alley and the street, then to the side of the main dwelling unit;

(3) If the dwelling unit is on Lawler Road between Plano Road and Jupiter Road, then to the side of the main dwelling unit; or

(4) An area located behind the dotted line as shown in Examples 1 or 2, below.

(D) If a Residential Solid Waste Container is not serviced during a scheduled Collection time due to improper placement or late placement at the designated Collection point, a special Collection fee may be assessed if Collection is requested by the customer earlier than the next scheduled Collection day.


EXAMPLE 1
HOUSE
FRONT DOOR
Green Can Must Be Behind This Line Or Out Of Sight
STREET R.O.W.
EXAMPLE 2
HOUSE
FRONT DOOR
GARAGE
Green Can Must Be Behind This Line Or Out Of Sight
STREET R.O.W.

(E) A person may request a reasonable accommodation from the requirement for placement of the Residential Solid Waste Container at the designated Collection point. The applicant shall file a request for reasonable accommodation with the Managing Director or his designee and the applicant shall not be charged a fee for the application. The application shall contain the following:

(1) A statement that the applicant (or the person on whose behalf the applicant is requesting the accommodation) suffers from a handicap or disability (such as vision or mobility impairment) which substantially interferes with his or her ability to place the Residential Solid Waste Container at the designated Collection point;

(2) A statement signed by a medical care provider verifying that the applicant suffers from a disability; and

(3) A statement from the applicant that the accommodation is both reasonable and necessary. An accommodation under this section is "necessary" if no member of the applicant's household is physically able to place the container at the designated Collection point and if without the accommodation the applicant will be denied an equal opportunity to obtain the housing of his or her choice.

If the requested accommodation is granted, the applicant's Residential Solid Waste Container and Single Stream Recycle Container and Bin shall be placed for Collection in a location approved by the Director or his designee which is easily accessible and not located within a fenced area, garage, or inside of a residence. A renewal notice may be sent annually to customers receiving Collection assistance which shall be promptly returned to the Managing Director or his designee in order to verify the applicant's continued qualification for the accommodation.

(F) After receiving notice that an item placed for Collection cannot be handled by Collection crews, the resident shall remove and dispose of such items at the expense of the resident. Such items, if not removed by the resident, may be abated as a nuisance under the provisions of section 32.61 of this Code.(Ordinance 4526, sec. 1, adopted 10/1/91; Ordinance 4527, sec. 3, adopted 10/1/91; Ordinance 5038, sec. 3, adopted 12/3/96; Ordinance 5445, sec. 8, adopted 3/7/00; Ordinance 5517, sec. 1, adopted 12/5/00; Ordinance 6343, sec. 1, adopted 8/18/09)

(G) The EWS Managing Director or designee has at his discretion the authority to establish alternate Designated Collection Points for any material collected by EWS in order to preserve property, address safety issues, or ensure efficient operations.

Sec. 52. 14 Commercial Container Service, Use of Containers

(A) It shall be unlawful for any person, other than the lessee or his authorized representative, to deposit or cause to be deposited, any type of waste in a Commercial Container where said container is posted with a notice prohibiting such action.

(B) There shall be no parking in front of or within ten feet (10') of either side of Commercial Containers.

(C) Commercial customers shall ensure that no liquid waste of any type is placed in their Commercial Container and that no Solid Waste is placed outside the container.

(D) Customers may not relocate a Commercial Container from its established collection point or alter the appearance of Commercial Containers without the written approval of the Managing Director or his designee.

(E) No Commercial Container shall be placed within a public right-of-way unless approved by the Managing Director and the City's Director of Transportation, or their appointed designees.

Sec. 52.15 Shared Front-Load Containers

(A) Where two or more commercial services customers request to use the same Commercial Container, the Managing Director or designee may allocate the cost of the commercial services among the sharing customers. Each customer sharing a Commercial Container shall be responsible for the payment of their portion of this service.

Example: When a shared Commercial Container is paid for by three (3) commercial customers, the amount due for the Commercial Container shall be divided by three (3). However, should one (1) of the customers discontinue service, the amount due for the Commercial Container shall be divided between the remaining two (2) customers.

(B) Shared front-load Commercial Container services shall only be allowed if the commercial business location does not have sufficient space or pavement type to place separate front-load Commercial Containers for each business location.

Sec. 52.16 Residential Solid Waste Containers

(A) Customers shall be furnished with one (1) Residential Solid Waste Container as a part of basic Collection service. The City shall retain ownership of the Residential Solid Waste Container. Residential Solid Waste Containers shall not be moved from the residence of record to another location.

(1) If requested, up to two (2) additional Residential Solid Waste Containers may be provided. An additional monthly fee shall be charged for each additional container as set forth in Chapter 50.

(2) If a customer moves to a location where there is no Residential Solid Waste Container, the customer may request delivery of a Residential Solid Waste Container to this new address at no charge to the customer.

(3) Solid Waste placed in the Residential Solid Waste Container shall be contained in either plastic or paper bags to help prevent odors and to prevent the contents from blowing out of the container when the container is emptied.

Sec. 52.17 Replacement of Containers

(A) If a Residential Solid Waste Container or Single Stream Recycling Container or Bin is lost, stolen, or damaged, the customer shall be responsible for notifying Environmental Waste Services to arrange for repair or replacement of the container or bin. If the loss or damage to the container was not due to the customer's misuse or negligence, there will be no charge to the customer. However, if the damage occurred due to the customer's misuse or negligence, the customer shall be liable for the cost to repair or replace the damaged container(s).

Sec. 52.18 Container Usage Regulations

(A) No person shall place a Residential Solid Waste Container, Single Stream Recycling Container or Bin, any Landscape Waste, or any Bulky Waste on or touching a stormwater drainage inlet structure, gas meter, water meter, electric transformer or other utility system equipment. Any damage occurring during Collection to such surrounding structures due to improper Solid Waste placement shall be the customer's responsibility.

(B) No person shall ignite a fire or burn material in any Residential Solid Waste Container, Single Stream Recycling Container or Bin, or Commercial Container. Additionally, no person shall paint, deface, or place any placard or sign upon any type of container furnished by the City. Any customer responsible for damage to a container shall be charged a repair or replacement cost up to the cost of a new container or bin.

(C) No person shall stop, stand, or park a motor vehicle, trailer, or boat on public or private property within fifteen feet (15') of, or in a manner that prevents access to, a Residential Solid Waste Container, Single Stream Recycle Container or Bin, Landscape Waste, or Bulky Waste by a Collection truck that is attempting to service the Solid Waste. A premium Collection service fee may be charged for any blocked items and waste may not be collected. For the purposes of this section, it shall be presumed that the owner of record of any violating vehicle or trailer is the person who stopped or parked the vehicle or trailer in the offending location.

(D) Household Hazardous Waste, liquid and prohibited waste shall not be placed in any Residential Solid Waste Container or Single Stream Recycle Container or Bin.

(E) No person or business shall dispose of or discard any hypodermic needles or other sharp objects unless the sharp objects are placed within in a puncture resistant container such as plastic jugs or detergent containers.

(F) Hot ashes from a fireplace or hot coals from a barbecue grill shall not be placed in a Residential Solid Waste Container.

(G) No person shall place in a Residential Solid Waste Container items such as brush, lumber, or other materials that may cause damage to a container or City vehicle. In the event such

items are placed in the Residential Solid Waste Container, the occupant of the premises is responsible for the removal of the items from the container.

(H) No Residential Solid Waste Containers, or Single Stream Recycle Containers or Bins shall be placed within four feet (4') of mailboxes, cable boxes, sprinkler heads, gas meters or other stationary objects, and shall not be placed underneath overhanging limbs, low hanging wires and similar obstructions.

(I) If a customer has more than one (1) Residential Solid Waste Container, each container shall be placed at least four feet (4') apart for Collection.

(J) Residential Solid Waste Containers and Single Stream Recycle Containers and Bins shall not be placed closer than four feet (4') from a fence line or gate.

(K) Residential Solid Waste Containers and Single Stream Recycle Containers or Bins shall be placed at least four feet (4') apart for Collection.

Sec. 52.19 Requirements for Service Applications, Agreements and Addenda

(A) All commercial customers shall enter into a Commercial Container and Collection Service Agreement with the City in order to obtain City-provided Solid Waste and recycling services.

(B) A written addenda to the Commercial Container and Collection Service Agreement is required in order for a commercial customer to modify any contracted service level.

Sec. 52.20 Commercial Services Pricing Adjustments

(A) If deemed necessary to obtain a competitive advantage, the EWS Managing Director or his designee may enter into front load or roll off container service agreements with Commercial Solid Waste services customers for contract amounts no more than 35% below the established ordinance rate for such services.

(B) Where the commercial customer is a multi-family property, shopping center, business park, or similar property where multiple containers are utilized, contracts for these types of customers may be adjusted no more than 45% below the established ordinance rate for such services.

(C) The EWS Managing Director or designee may authorize service incentives for commercial customers to obtain their business account or to retain existing business accounts.

Sec. 52.21 Deposits

Prior to providing Collection services, the City may collect a deposit equal to the amount normally charged for one (1) haul for roll-off container services or one (1) monthly service charge for front-load container service if a customer does not have an established utility account or if the customer's payment history with the City is unsatisfactory.

For commercial contractors performing work at construction project sites without an established utility account with the city, a deposit may be required equal to the amount normally charged for two (2) hauls for roll-off container service.

Sec. 52.22 Option to Buy Out of Service Agreement

If it is the desire of a commercial customer to dissolve a Commercial Container and Collection Service Agreement, the Managing Director or his designee may extend an offer to the commercial customer to 'buy out' the service agreement by paying an amount equal to either the full contract amount remaining on the service agreement or a lesser amount agreed to by the Managing Director or his designee.

Sec. 52.23 Automated Container Service for Commercial Businesses

(A) Commercial businesses may obtain a maximum of five (5) plastic 95-gallon Solid Waste containers if one or more of the following criteria is determined by the Managing Director or his designee to apply:

(1) If the commercial business is a low-waste generating business.

(2) If the commercial business is a small businesses located in close proximity of a residential area.

(3) If the commercial business location does not have sufficient space or pavement type to set a front-load container.

(B) The commercial business customer served by automated Commercial Container service shall place the container(s) at the designated Collection point not earlier than 6:00 p.m. on the day before the scheduled Collection and not later than 7:00 a.m. on the scheduled Collection day. The customer shall remove the container from the Collection point prior to 11:00 p.m. of the scheduled Collection day.

Sec. 52.24 Damages to Surfaces while Servicing Containers

The City shall not be liable for any damage to asphalt, concrete, or other paving surfaces which may occur during Collection.

Sec. 52.25 Removal of Construction and Demolition Debris

(A) Residents may place Construction and Demolition Debris at the Designated Collection Point for Collection. Construction and Demolition Debris must be bagged, boxed or bundled and

cannot exceed 40 pounds. The following are acceptable types of Construction and Demolition Debris:

(1) Fencing material;
(2) Lumber;
(3) Insulation;
(4) Gypsum board that is placed in a disposable container;
(5) Siding;
(6) Paneling;
(7) Floor coverings;
(8) Plastic sheet material;
(9) Plastic laminate;
(10) Piping;
(11) Wire;
(12) Plumbing fixtures;
(13) Glass items, such as broken or unbroken shower doors, windows or door glass panes which are placed in a box or other solid container to prevent injury to Collection personnel; and
(14) Other Construction and Demolition Debris not prohibited by this chapter.

(B) Each residential address shall be provided with no more than four (4) separate Collections of Construction and Demolition Debris per calendar year.

No person shall place Construction and Demolition Debris at Designated Collection Point more than four (4) times per year. After the fourth occurrence, a premium services Collection fee will be charged.

(Ordinance 5038, sec. 4, adopted 12/3/96)

Sec. 52.26 Disposal of Animal Carcasses

Except for bagged animal waste material resulting from the preparation, processing or consumption of food, no person shall place any animal carcass in or around any Residential Solid Waste Containers, or place an animal carcass in piles of Landscape Waste or Bulky Waste placed for Collection.

Sec. 52.27 Collection by Persons Other than City, Franchise Agreement

No person may engage in the Collection of Solid Waste, Landscape Waste, Bulky Waste, or Recycle Materials within the City without first entering into a franchise agreement with the City for that purpose. (Ordinance 5113, secs. 1–3, adopted 9/2/97)

Sec. 52.28 Title to Solid Waste Placed for Collection

Title to all solid waste placed for Collection shall be vested in the City immediately upon placement at the Designated Collection Point by the person disposing of such solid waste. The

EWS Managing Director or designee reserves the right to recycle or otherwise salvage materials during any part of the disposal process. This section does not apply to Solid Waste placed for Collection in contradiction with this chapter and Solid Waste that the City is prohibited by law or permit condition from collecting, handling or disposing. The responsibility for properly disposing of such waste not accepted by the City shall remain with the person placing such waste for disposal. (Ordinance 4457, sec. 1, adopted 9/18/90; Ordinance 5113, secs. 1–3, adopted 9/2/97)

Sec. 52.29 Premium Solid Waste Service

(A) Premium Solid Waste services includes:
   (1) Residential Solid Waste Collection on a day not scheduled for Collection at the residence;
   (2) Alley Collection of Landscape Waste or Bulky Waste from a residence;
   (3) Collection of Landscape Waste or Bulky Waste from a commercial site or new home construction site; and
   (4) Late set-outs or blocked collections.

(B) Premium service is available on request from a customer for a charge of $4.00 per cubic yard of Solid Waste with a minimum charge of $10.00.

(Ordinance 4666, sec. 1, adopted 3/16/93; Ordinance 4788, sec. 1, adopted 7/19/94; Ordinance 5038, sec. 5, adopted 12/3/96; Ordinance 5113, secs. 1–3, adopted 9/2/97; Ordinance 6423, sec. 6, adopted 9/7/10)

Sec. 52.30 Bulky Waste and Other Prohibited Materials

The following categories of Solid Waste shall not be placed for Collection at any property in the City:

(1) Roofing materials;
(2) Concrete;
(3) Asphalt;
(4) Rocks;
(5) Dirt;
(6) Bricks;
(7) Household Hazardous Waste (HHW);
(8) Tires
(9) Tire and wheel combinations;
(10) Paint;
(11) Automotive parts;
(12) Fire damaged material;
(13) Liquid waste of any type;
(14) Oil and oil filters;
(15) Hot ashes or hot charcoal;

(16) Garbage or trash (bagged or unbagged) located outside of a Residential Solid Waste Container;
(17) Any Solid Waste which, in the opinion of the Managing Director, was generated at a location other than the address where the Solid Waste has been placed for Collection;
(18) Solid Waste that, by its nature, weight, or shape may not be readily lifted and loaded by the City's Collection crews; and
(19) Construction and Demolition Debris generated in connection with a major renovation project. Large amounts of trees, brush, and Landscape Waste cleared from same property in preparation for construction of a dwelling shall also not be eligible for Landscape Waste and Bulky Waste Collection. Such items shall be removed by the building contractor, owner or occupant of the premises at their own expense.

(Ordinance 5038, sec. 6, adopted 12/3/96; Ordinance 5113, secs. 1–3, adopted 9/2/97)

Sec. 52.31 Single Stream Recycle Containers and Additional Recycling Capacity

A customer may obtain up to three (3) Single Stream Recycle Bins or one (1) single Stream Recycle Container depending upon the customer's designated Collection area. The City shall retain ownership of the recycling receptacles. Single Stream Recycle Containers and Bins shall not be moved from the residence of record to another location.

Sec. 52.32 Placement of Recycle Materials for Collection

Single Stream Recycle Containers and Single Stream Recycle Bins shall be:

(1) Placed at the point of Collection no earlier than 6 p.m. on the day before scheduled Collection and no later than 7 a.m. on the scheduled Collection day. Containers shall be removed from the Collection point prior to 11:00 p.m. of the scheduled Collection day;
(2) Placed with at least four feet (4') of space between each recycling bin or container and any Residential Solid Waste Container;
(3) Placed with at least in four feet (4') of space from mailboxes, cable boxes, sprinkler heads, gas meters, fences or other similar obstruction; and
(4) Placed with at least four feet (4') of space from any fence line or gate.

Sec. 52.33 Acceptable Recycle Materials for Recycling Collection

The following materials are acceptable for placement inside Single Stream Recycle Containers or Bins. Residents using Bins may use clear white plastic bags if additional Recycle Material capacity is required:

(1) Plastic containers marked #1 - #7, including water and soda bottles, milk jugs, yogurt cups, and shampoo bottles;
(2) Aluminum, tin and steel cans;

(3) Empty aerosol cans that do not contain chlorofluorocarbons (CFCs);
(4) All colors of glass bottles and jars;
(5) Newspapers;
(6) Magazines and catalogs;
(7) Newspaper inserts;
(8) Store advertisements and junk mail;
(9) Office paper;
(10) Shredded paper tied in clear bags;
(11) Chipboard (cereal and cracker boxes);
(12) Small empty and flattened cardboard boxes that fit inside the Single Stream Recycle Container or Bin; and
(13) Telephone books.

Sec. 52.34 Prohibited Materials for Recycling Collection

The following materials are not acceptable for placement inside Single Stream Recycle Containers and Bins for Collection:

(1) Household garbage;
(2) Plastic grocery bags;
(3) Aerosol cans that contain chlorofluorocarbons (CFCs);
(4) Automotive fluid containers (motor oil, antifreeze, etc.);
(5) Aluminum foil or disposable aluminum plates and pie tins;
(6) Scrap metal;
(7) Paint cans;
(8) Plastic containers that contained Household Hazardous Waste materials such as bleach;
(9) Light bulbs, plate glass, automotive glass, tempered glass, mirrors, ceramics, and ovenware;
(10) Paper towels and bathroom tissues;
(11) Pizza boxes coated with cheese and grease;
(12) Wax coated milk, orange juice or food containers

Sec. 52.35 Recycling Contamination

Recycling contamination occurs when anything is placed in a recycling collection container other than Acceptable Recycle Materials and may include such items as household trash, brush, or hazardous waste. The first time EWS identifies contamination in a recycling collection container, a service tag will be placed on the recycling container identifying the issue. If EWS identifies further contamination from the same location, a second service tag will be placed on the recycling container and a supervisor will notify the customer of the changes needed. If contamination persists a third time in the same location, the recycling container may be removed in an effort to help keep the City's contamination level below the required threshold established by the Material Recovery Facility (MRF) receiving and processing recycling loads.

Sec. 52.36 Drop-Off Recycling Center - Acceptable Recyclable Materials

The following materials are acceptable for placement at the City's Drop-Off Recycling Center:

(1) Newspaper (magazines, advertising inserts, and tabloids);
(2) Tin, steel cans, and empty aerosol cans without chlorofluorocarbons (CFCs);
(3) Aluminum cans;
(4) Glass bottles and jars, all colors;
(5) Plastic containers marked #1 - #7; including water and soda bottles, milk jugs, yogurt cups, and shampoo bottles;
(6) Corrugated cardboard, including large boxes and moving boxes;
(7) Mixed paper (white office paper, computer paper, telephone books, brown paper bags, chipboard);
(8) Automotive and truck batteries;
(9) Used motor oil, used oil filters, and transmission fluid; and
(10) Scrap metal and aluminum, including Household Appliances

Sec. 52.37 Drop-Off Recycling Center - Prohibited Recyclable Materials

The following materials are not acceptable for placement at the City's Drop-Off Recycling Center:

(1) Household Hazardous Waste, including paint;
(2) Kitchen grease / cooking oil;
(3) Plastic grocery bags;
(4) Foam products such as polystyrene packing peanuts, food clamshells, plates and cups;
(5) Any glass, other than bottles and jars, such as window glass, ovenware glass, ceramics, mirrors, light bulbs, etc.;
(6) Aerosol cans containing chlorofluorocarbons (CFCs); and
(7) Tanks containing hazardous or combustible materials such as Freon, propane, etc.

Sec. 52.38 Drop-Off Recycling Center – Wood Mulch

(A) Wood mulch, ground from brush trimmings, is available at the Drop-Off Recycling Center to customers free of charge with proof of City residency.

(B) Customers are required to load mulch without assistance from staff, and must bring their own containers and shovels.

(C) Wood mulch is available for sale to retail and wholesale markets.

Secs. 52.39–52.46 Reserved

ARTICLE III. DISPOSAL OPERATIONS: LANDFILL, TRANSFER STATION AND WOOD RECYCLING CENTER

Sec. 52.47 General Regulations

(A) All Landfill and Transfer Station operations, including disposal procedures, disposal sites, and determination of acceptable users, are the responsibility of the Managing Director or his designee.

(B) City residents hauling Solid Waste from their homes to the Landfill, Transfer Station, or Wood Recycling Center shall present a valid state driver license as proof of residency to the attendant on duty before using these facilities.

(C) A user fee shall be charged to all persons entering the Landfill, Transfer Station, or Wood Recycling Center, except that there shall be no charge to City residents who present a valid state driver license as provided for in subsection (B) above.

(D) All vehicles or trailers hauling Solid Wastes to the Landfill, Transfer Station, or Wood Recycling Center must have a suitable cover placed over any open load to prevent Solid Waste from blowing or falling from the vehicle. A suitable cover is one capable of containing the cargo and constructed of canvas mesh, netting, or such other materials as may be deemed appropriate by the Managing Director or his designee.

(E) The operator of any vehicle arriving at the City Landfill, Transfer Station, or Wood Recycling Center which does not have a suitable cover placed over the vehicle's load, shall pay a surcharge of $20.00, in addition to any other applicable charges.

(F) Users of the Landfill, Transfer Station, and Wood Recycling Center shall only be admitted under the direction of an attendant on duty who shall be responsible for waste screening and safety.

(G) In order to comply with Texas Commission on Environmental Quality (TCEQ) rules and regulations, Landfill staff shall perform random Solid Waste screenings on inbound loads to ensure that the waste material being delivered meets acceptance standards. Landfill attendants may verify load composition on site, and reserve the right to investigate and verify the origination of inbound loads of Solid Waste.

(H) Scavenging at the Landfill, Transfer Station, and Wood Recycling Center is prohibited.

(I) Persons suspected by a City attendant of being under the influence of alcohol or other illegal substances will be denied entry or removed from the Landfill, Transfer Station, or Wood Recycling Center.

(J) All users of the Landfill, Transfer Station, and Wood Recycling Center shall adhere to the posted speed limits. Failure to adhere to the posted speed limits is grounds for expulsion from the facility.

(K) Only people actively engaged in the unloading of Solid Waste from a vehicle or trailer shall be allowed to leave the vehicle once the vehicle enters the offloading area. No vehicles shall be admitted to the offloading areas unless they are disposing of Solid Waste.

(L) Children under the age of 12 years must remain inside a vehicle at all times while at the Landfill, Transfer Station, and Wood Recycling Center.

(M) Smoking is not permitted anywhere at the Landfill, Transfer Station, and Wood Recycling Center, unless specifically provided for in a designated location.

(N) Only brick and masonry goods that are 100% clean and free of trash is accepted at no charge at the Landfill. Unclean brick and masonry goods are charged at gate rate. (Ordinance 4127, sec. 1, adopted 9/15/87; Ordinance 4237, sec. 1, adopted 9/20/88; Ordinance 4341, sec. 1, adopted 6/6/89; Ordinance 5113, secs. 4–7, adopted 9/2/97).

Sec. 52.48 Hours of Operation

Hours of operation of the Landfill, Transfer Station, and Wood Recycling Center shall be as determined by the Managing Director or his designee and shall be posted in a conspicuous manner near the entrance to each facility. (Ordinance 4899, sec. 3, adopted 9/19/95)

Sec. 52.49 Prohibited Articles

Items prohibited in the City's Landfill, Transfer Station, and Wood Recycling Center shall include Household Hazardous Waste, caustics, acids, chemicals, and any substance which could cause an explosion or is highly flammable. Additionally, the Managing Director or his designee may prohibit any other material if it is determined that acceptance of the material poses a risk of harm the general health and welfare of the citizens of the City or other human beings. Under no circumstances will liquid wastes be accepted. (Ordinance 4899, sec. 3, adopted 9/19/95)

Sec. 52.50 Landfill User Fees

(A) Unless otherwise provided for in this section or directed to the Landfill by the Managing Director or his designee, all persons delivering Solid Waste for disposal in cars or pickup trucks without trailers are required to use the Transfer Station. The charge for haulers using dumping vehicles is thirty-five dollars ($35.00) per ton delivered to the Landfill.

(B) The charges for commercial roll-off and recycling customers shall be set by the Managing Director or his designee at a rate which is consistent with the prevailing market conditions, and which provides for the recovery of the costs of Commercial Solid Waste and recycling services.

(C) Haulers using trucks and/or trailers that do not dump shall be required to pay one and one-half (1-1/2) times the current rate as provided for in subsection (A).

(D) Charges for haulers using the Transfer Station shall be one-and-one-half (1-1/2) times the Landfill rate.

(E) The minimum charge for haulers at either the Landfill or the Transfer Station is ten dollars ($10.00).

(F) Major commercial haulers under contract shall be billed on a monthly basis. Payment is due fourteen (14) days after the invoice date. Any balance remaining unpaid more than fourteen (14) days after the date of the invoice shall bear interest at the rate of 10% or the maximum allowed by law (whichever is less) per month until paid.

(G) The City Manager may enter into individual contracts with commercial customers for the deposit of 1,000 tons or more of Solid Waste per month, at a rate less than otherwise established in this section, as he deems necessary or desirable to maintain the financial integrity and efficiency of the Environmental Waste Services Department.

(Ordinance 4432, sec. 2, adopted 7/3/90; Ordinance 4667, sec. 1, adopted 3/16/93; Ordinance 4711, sec. 3, adopted 9/21/93; Ordinance 4780, sec. 1, adopted 6/7/94; Ordinance 4809, sec. 1, adopted 9/20/94; Ordinance 4899, sec. 3, adopted 9/19/95; Ordinance 4947, secs. 2, 3, adopted 3/5/96; Ordinance 5010, sec. 3, adopted 9/17/96; Ordinance 5113, sec. 8, adopted 9/2/97; Ordinance 5209, sec. 10, adopted 9/15/98; Ordinance 5503, sec. 1, adopted 9/19/00; Ordinance 5595, sec. 1, adopted 9/04/01; Ordinance 5666, sec. 10, adopted 9/17/02; Ordinance 5763, sec. 5, adopted 9/2/03; Ordinance 6241, sec. 3, adopted 7/15/08)

Sec. 52.51 Immobilized Vehicles

Vehicles becoming immobilized in the City's Landfill may be towed clear of Landfill operations by City employees, and the owner of the towed vehicle shall be charged a tow fee of ten dollars ($10.00). The City is not responsible for any damage to vehicles that require towing on Landfill sites.

Sec. 52.52 Use of Facilities

A. Customers delivering Solid Waste for disposal by box trucks, multi-axle trailers, dump trucks, flatbed trucks and similar vehicles shall haul their Solid Waste to the City's Landfill unless directed to the Transfer Station by the Managing Director or his designee.

B. The offloading of Solid Waste at the Landfill and Transfer Station shall be done by the customer without assistance from City personnel.

Sec. 52.53 Wood Mulch

A. Wood mulch, which is made from ground tree trimmings and brush, may be obtained by customers free of charge with proof of City residency.

B. Customers seeking to obtain wood mulch shall load the wood mulch without assistance from City staff, and must bring their own containers and shovels.

C. Wood mulch is available for sale to retail and wholesale markets.

Sec. 52.54 Acceptance of Special Waste

A. Acceptance of any type of Special Waste is at the sole discretion of the Managing Director or his designee and the Managing Director or his designee reserves the right to refuse any Special Waste as he deems appropriate.

B. Household Appliances, containing no chlorofluorocarbons (CFCs), are accepted at the Landfill, Transfer Station, and the Wood Recycling Facility and shall be disposed of in scrap metal containers at Landfill or Drop-off Recycling Center.

C. Barrels, drums, and containers which were previously used for the shipping or storage of chemicals are acceptable at the Landfill, but only after proper cleaning and preparation. This preparation includes triple washing, and removal of the top and bottom of the container. A shipping manifest and certification of triple rinsing are required. These containers are not accepted at the Transfer Station.

D. Prior to acceptance at the Landfill, contaminated soils and dredged soils are required to be properly tested as directed by Landfill staff. The customer shall present test report(s) for Landfill staff review and approval prior to delivery for disposal. The customer shall present a manifest that states that soils comply with state requirements for regular disposal with each load delivered to the Landfill. These soils are not accepted at the Transfer Station.

Sec. 52.55 Acceptance of Medical Waste

Medical waste that has been autoclaved and shredded may be accepted at the Landfill. A manifest stating that the medical waste has been properly autoclaved and meets the definition of Solid Waste must be presented before disposal in the Landfill.

Sec. 52.56 Acceptance of Electronic Equipment

A. The Landfill may accept computer equipment and television screens classified as Solid Waste from residential customers. City residents are allowed to dispose of the aforementioned equipment at no charge.

B. Commercial disposal of electronic equipment is prohibited.

Sec. 52.57 Acceptance of Marine Equipment

A. Watercraft and similar marine equipment shall not be accepted at the Landfill unless the owner presents satisfactory proof of the owner's identity and the title to the watercraft. Any equipment on the watercraft such as fuel tanks, batteries, and motors must be removed by the owner prior to delivery to the Landfill.

B. Watercraft and similar marine equipment are not accepted at the Transfer Station.

Sec. 52.58 Prohibited Materials at the Landfill

Unless otherwise provided for in this section or specifically allowed by the Managing Director or his designee, the following items are not allowed at the City's Landfill:

A. Motor-driven vehicles;
B. Fuel tanks;
C. Used motor oil, used oil filters or other devices that once contained petroleum-based compounds such as gasoline, fuel oil, hydraulic fluid, lubricants or other chemicals;
D. Liquid or hazardous waste, including paint, pesticides, fertilizer, pool chemicals, etc.;
E. Ammunition;
F. Large appliances such as stoves, dishwashers, refrigerators, air conditioners, etc., unless disposed of in scrap metal containers at the Landfill;
G. Debris from non-hazardous chemical spills;
H. Waste containing polychlorinated biphenyl (PCBs), which is a compound used in electrical insulators, flame retardants, and plasticizers;
I. Friable asbestos;
J. Infectious and/or hospital waste including any and all body parts and waste materials which have been in contact with said body parts, and are considered hazardous as defined by state and/or federal regulations. This includes, but is not limited to all "red bag" waste.;
K. Sandblast grit and non-liquid paint wastes;
L. Spent filter media residue;
M. Septic tank clean-out waste;
N. Lead acid storage batteries;
O. Items containing chlorofluorocarbons (CFC), such as refrigerators, air conditioners, etc.;
P. Whole used or scrap tires;
Q. Commercial loads of electronics, including televisions, office machines, and computer equipment;
R. Closed drums;
S. Unsecured loads; and
T. Any material determined by the Managing Director or his designee to have the potential of causing harm to the general health and welfare of human beings or the environment.

Sec. 52.59 Acceptable Materials at Transfer Station.

Unless otherwise provided for in this section or specifically excluded by the Managing Director or his designee, the following items are allowed at the City's Transfer Station:

A. Household Solid Waste;
B. Bulky Waste, such as furniture, carpeting, and mattresses; and
C. Small loads.

Sec. 52.60 Prohibited Materials at Transfer Station

Unless otherwise provided for in this section or specifically allowed by the Managing Director or his designee, the following items are not allowed at the City's Transfer Station:

A. Barrels, drums, and containers used for shipping or storing chemicals;
B. Contaminated soils or dredged soils;
C. Liquids;
D. Dead animals;
E. Scrap metal;
F. Insulation;
G. Large timbers (such as railroad ties);
H. Light bulbs;
I. Fluorescent tubes;
J. Fuel tanks;
K. Used motor oil, used oil filters or other devices that once contained petroleum-based compounds such as gasoline, fuel oil, hydraulic fluid, lubricants or other chemicals;
L. Debris from non-hazardous chemicals spills;
M. Waste containing polychlorinated biphenyl (PCBs), which is a compound used in electrical insulators, flame retardants, and plasticizers;
N. Friable asbestos;
O. Infectious and/ or hospital waste including any and all body parts and waste materials which have been in contact with said body parts, and are considered hazardous as defines by state and/or federal regulations. This includes, but is not limited to all "red bag" waste.;
P. Sandblast grit and non-liquid paint wastes;
Q. Spent filter media residue;
R. Lead acid storage batteries;
S. Pesticides or other household hazardous waste and chemicals;
T. Items containing chlorofluorocarbons (CFC), such as refrigerators, air conditioners, etc.;
U. Whole used or scrap tires;
V. Commercials loads of electronics, including televisions, office machines, and compute equipment;
W. Closed drums;
X. Unsecured loads; and
Y. Brush and wood waste, dirt, rock, brick, concrete are prohibited at the Transfer Station.

Sec. 52.61 Acceptance of Medical Waste at Transfer Station

Medical waste shall not be accepted at the Transfer Station.

Sec. 52.62 Acceptance of Electronic Equipment at Transfer Station

The Transfer Station may accept computer equipment and television screens that are cathode ray tubes (CRTs), from residential customers which are classified as Solid Waste.

SIGNIFICANT PROPOSED REVISIONS TO GARLAND CODE OF ORDINANCES – CHAPTER 52

GARLAND

ENVIRONMENTAL WASTE SERVICES

TITLE OF CHAPTER 52

- Title of Chapter 52 revised from Sanitation to Environmental Waste Services

ARTICLE II. SERVICE DELIVERY

- Sec. 52.13 (G) Placement of Residential Solid Waste for Collection

  The EWS Managing Director or designee has at his discretion the authority to establish alternate Designated Collection Points for any material collected by EWS in order to preserve property, address safety, or ensure efficient operations.

ARTICLE II. SERVICE DELIVERY (CONTINUED)

- Sec. 52.15 Shared Front-Load Containers

(A) Where two or more commercial services customers requests to use the same Commercial Container, the Managing Director or designee may allocate the cost of the commercial services among the sharing customers. Each customer sharing a Commercial Container shall be responsible for the payment of their portion of this service.

Example: When a shared Commercial Container is paid for by three (3) commercial customers, the amount due for the Commercial Container shall be divided by three (3). However, should one (1) of the customers discontinue service, the amount due for the Commercial Container shall be divided between the remaining two (2) customers.

(B) Shared front-load Commercial Container services shall only be allowed if the commercial business location does not have sufficient space or pavement type to place separate front-load Commercial Containers for each business location.

ARTICLE 11. SERVICE DELIVERY (CONTINUED)

- Sec. 52.20 Commercial Services Pricing Adjustments

  A. If deemed necessary to obtain a competitive advantage, the EWS Managing Director or his designee may enter into front load or roll off container service agreements with Commercial Solid Waste services customers for contract amounts no more than 35% below the established ordinance rate for such services.

  B. Where the commercial customer is a multi-family property, shopping center, business park, or similar property where multiple containers are utilized, contracts for these types of customers may be adjusted no more than 45% below the established ordinance rate for such services.

  C. The EWS Managing Director or designee may authorize service incentives for commercial customers to obtain their business account or to retain existing business accounts.

ARTICLE II. SERVICE DELIVERY (CONTINUED)

- Sec. 52.28 Title to Solid Waste Placed for Collection

  Title to all solid waste placed for Collection shall be vested in the City immediately upon placement at the Designated Collection Point by the person disposing of such solid waste. The EWS Managing Director or designee reserves the right to recycle or otherwise salvage materials during any part of the disposal process. This section does not apply to Solid Waste placed for Collection in contradiction with this chapter and Solid Waste that the City is prohibited by law or permit condition from collecting, handling or disposing. The responsibility for properly disposing of such waste not accepted by the City shall remain with the person placing such waste for disposal. (Ordinance 4457, sec. 1, adopted 9/18/90; Ordinance 5113, secs. 1-3, adopted 9/2/97)

ARTICLE II. SERVICE DELIVERY (CONTINUED)

- Sec. 52.35 Recycling Contamination

  Recycling contamination occurs when anything is placed in a recycling collection container other than Acceptable Recycle Materials and may include such items as household trash, brush, or hazardous waste. The first time EWS identifies contamination in a recycling collection container, a service tag will be placed on the recycling container identifying the issue. If EWS identifies further contamination from the same location, a second service tag will be placed on the recycling container and a supervisor will notify the customer of the changes needed. If contamination persists a third time in the same location, the recycling container may be removed in an effort to help keep the City's contamination level below the required threshold established by the Material Recovery Facility (MRF) receiving and processing recycling loads.

QUESTIONS

GARLAND
POLICY REPORT

City Council Work Session Agenda **2.e.**

Meeting Date: April 17, 2017

Item Title: TEXAS DEPARTMENT OF TRANSPORTATION'S S.T.E.P. - "Click It or Ticket" - GRANT

Submitted By: Mitch Bates, Chief of Police

Council Goal: Financially Stable Government with Tax Base that Supports Community Needs Safe, Family-Friendly Neighborhoods

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) – Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant.

OPTIONS

1. Accept TxDOT S.T.E.P. grant funding
2. Do not accept TxDOT S.T.E.P. grant funding

RECOMMENDATION

Option 1: Accept TxDOT grant funding for the Selective Traffic Enforcement Grant, “Click It or Ticket,” for increased safety belt compliance, May 2, 2017 – June 10, 2017. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the April 18, 2017 Regular Meeting.

BACKGROUND

The Garland Police Department has successfully participated in S.T.E.P. enforcement grants for many years. The purpose of this grant is to save lives by increasing occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement as well as public information and education efforts during enforcement period. Enforcement of these efforts will be focused throughout the City of Garland.

CONSIDERATION

If accepted, the $11.338.11 grant will provide 100% salary reimbursement for officers conducting CIOT enforcement during the enforcement period, May 2, 2017 – June 10, 2017. The grant is fully funded by the Texas Department of Transportation (TxDOT). The City of Garland is not required to provide matching funds.

Attachments

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **2.f.**

Meeting Date: April 17, 2017

Item Title: Consider suspending the proposed effective date of a rate change request submitted by Oncor Electric Company, LLC

Submitted By: Brad Neighbor, City Attorney

Summary of Request/Problem

Oncor, the transmission and distribution electric utility for approximately 15% of Garland, has submitted an application to raise electric transmission and distribution rates throughout its service territory, which includes that small part of Garland. Under State law the City Council has original jurisdiction over the application. Thus, Oncor makes its original filing with the City and, if the City disapproves the requested rate change, Oncor may appeal to the Texas Public Utility Commission.

The City participates with over 150 other cities in a committee comprised of most of the cities that are served by Oncor. Together, the “Oncor cities” review the requested rate changes and, through meetings and negotiations with Oncor, attempt to determine whether the requested rates are reasonable and justified.

In order to give the Oncor cities time to study the rate application and to, potentially, informally resolve any disputes between the cities and Oncor, Oncor and the cities usually agree to suspend the timeframes provided by State law for such matters.

Recommendation/Action Requested and Justification

The City Council is requested to adopt a resolution suspending the Oncor rate application and authorizing the Oncor Cities steering committee to review the proposed rate changes and to establish reasonable rates. In order to meet statutory deadlines the resolution must be adopted on or before April 21. A form of a standardized resolution that the other Oncor cities will be adopting for that purpose has been placed on the consent agenda for Tuesday, April 18, 2017.

Attachments

Oncor Rate Suspension 2017

RESOLUTION NO.

A RESOLUTION SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH ONCOR AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING NOTICE OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2017, Oncor Electric Delivery Company, LLC ("Oncor"), pursuant to PURA §§ 33.001 and 36.102 filed with the City of Garland a Petition and Statement of Intent for authority to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Garland is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of Oncor's application and hiring and directing legal counsel and consultants to prepare a common response and to negotiate with Oncor prior to getting reasonable rates and to direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local authorities the right to suspend the effective date of proposed rate changes for 90 days after the date the rate change otherwise be effective; and

WHEREAS, PURA § 33.023(b) provides that costs incurred by cities in ratemaking proceedings are to be reimbursed by the regulated utility.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the April 21, 2017 effective date of the rate request submitted by Oncor on March 17, 2017 be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2

That the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants to negotiate with Oncor, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with any appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 3

That the City’s reasonable rate case expenses shall be reimbursed by Oncor.

Section 4

That a copy of this Resolution must be sent to Oncor, care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 5

That all provisions of the resolutions of the City of Garland, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution remain in full force and effect.

Section 6

That this Resolution shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2017.

CITY OF GARLAND, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.a.**

Meeting Date: April 17, 2017

Item Title: April Transportation Update

Submitted By: Paul Luedtke, Transportation Director

Summary of Request/Problem

Monthly update of activity on major transportation initiatives in Garland.

Recommendation/Action Requested and Justification

Attachments

Transportation Update April 2017

Transportation Update

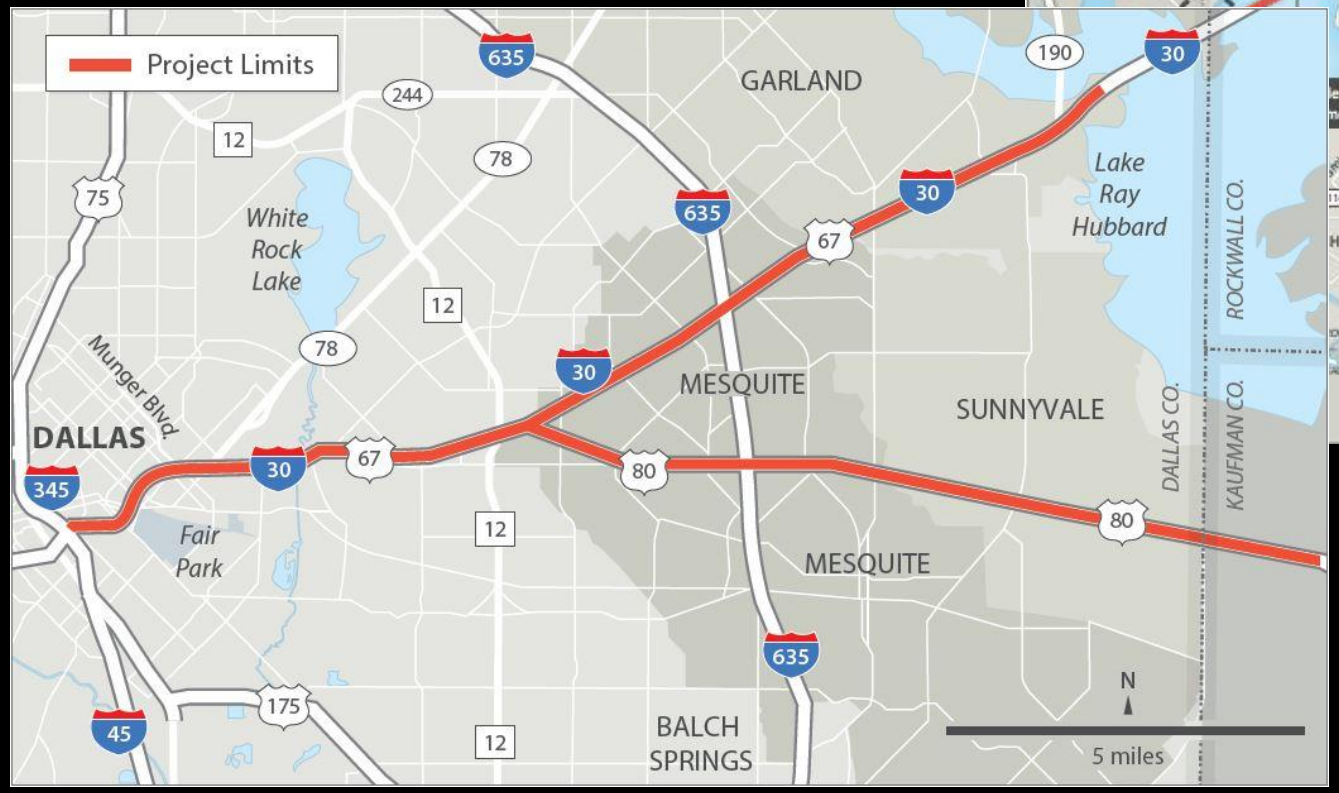
April 17, 2017

Transportation Update

- IH 30
- IH 635 East
- Texas 85th Legislative Session

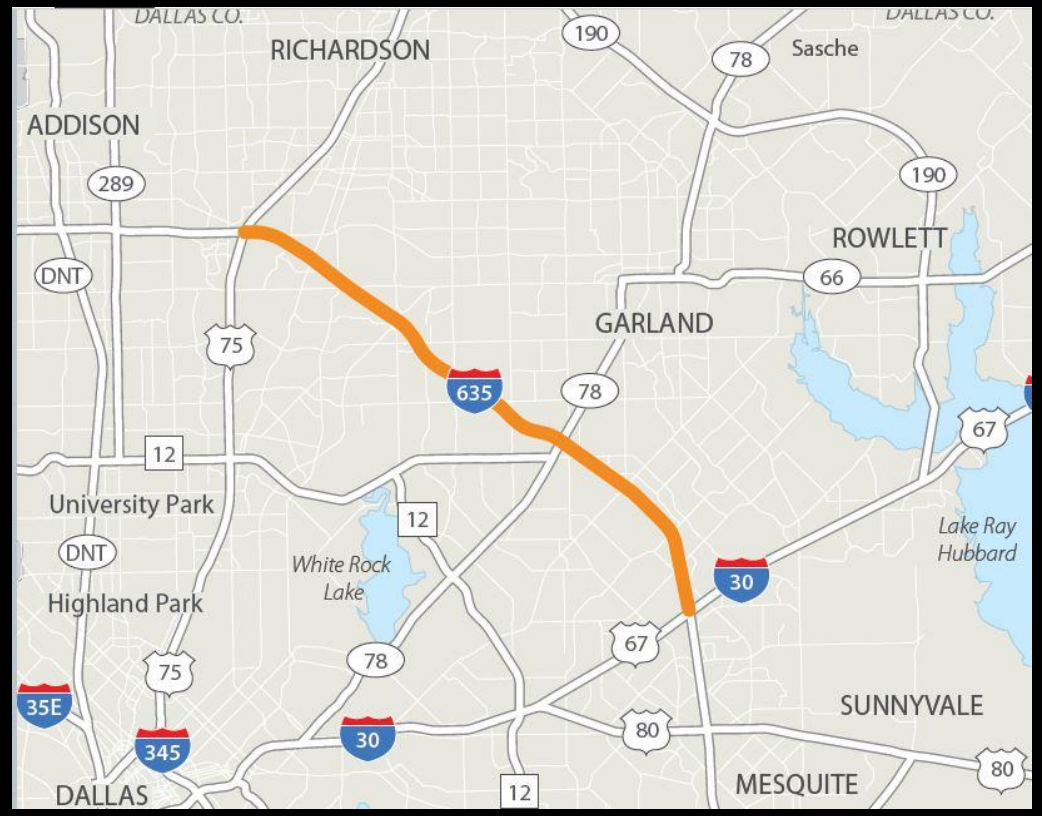
IH 30

Ultimate Reconstruction
COLLIN CO.
DALLAS CO.
ROCKWALL CO.
Dalton Rd.
John King Blvd.
Old Pyramid Rd.
N Country Ln.
Fate
Lake Ray Hubbard
Lakeshore Dr.
Liberty Grove Rd.
Princeton Rd.
Lakeview Pkwy.
Dalrock Rd.
Miller Rd.
ROCKWALL
Mobile City
Rockwall Lake
Horizon Rd.
Rochelle Rd.
Dowell Rd.
Pullen Rd.
McLendon-Chisholm
Heath
McDonald Rd.
Smith Rd.
Kluttz Rd.
Stevens Rd.


Project Limits
GARLAND
White Rock Lake
Munger Blvd.
DALLAS
Fair Park
MESQUITE
SUNNYVALE
Lake Ray Hubbard
ROCKWALL CO.
DALLAS CO.
KAUFMAN CO.
BALCH SPRINGS
N
5 miles

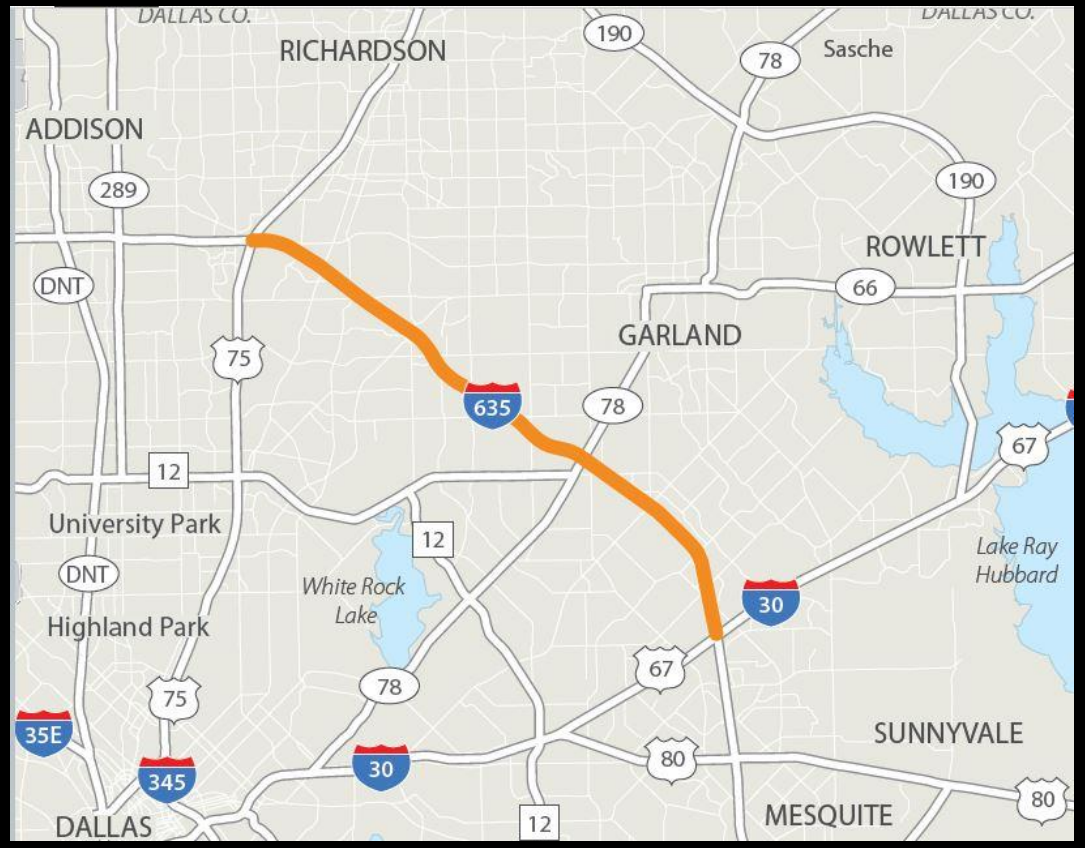
IH 635 East – Engineering

- Ultimate Project
  - Still Number 1
  - TxDOT Activity
    - Construction Plans - Summer
    - Traffic and Revenue study - Complete
    - Public Hearing - Complete
    - Environmental
    - Construction 2018



IH 635 East – Funding

- Legislative Efforts



GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.b.**

Meeting Date: April 17, 2017

Item Title: Internal Audit Committee Report

Submitted By: Jed Johnson, Internal Auditor

Summary of Request/Problem

Councilman Jim Cahill, chair of the Internal Audit Committee, will provide a committee report on the following items:

- Fiscal Year 2016 External Audit
- Payroll Audit
- Fleet Services Procurement and Accounts Payable Audit

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3.c.**

Meeting Date: April 17, 2017

Item Title: Colwick Travel

Summary of Request/Problem

At the request of Council Member Rich Aubin and Council Member B.J. Williams, Council will discuss the City's use of Colwick travel for booking flight reservations and other travel.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

City Council Work Session Agenda
Meeting Date: April 17, 2017
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member B.J. Williams

- William A. Keeling - Citizens Environmental and Neighborhood Advisory Committee

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Attachments

William A. Keeling - CENAC

CITY OF GARLAND
RECEIVED
MAR 2 4 2017
CITY SECRETARY

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 3/20/17

Name: william A keeling Phone: _____ (Home)

Address: _____ Phone: _____ (Other

City, State, Zip: Garland , Tx 75043 Email: _____

Resident of Garland for 30 years Resident of Texas for 40 years

Dallas County Voter Registration Number _____ Garland City Council District Number 4

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

i, have no experience,but have work and tough teenager and adult how to drive and keep our city safe.

If you have previously served on a City Board or Commission, please specify and list dates of service.

none

List civic or community endeavors with which you have been involved.

my church in garland,we serve the needy food, every thankgiving and christmas every year.

What is your educational background?

high school /certified driver instructor in dallas Tx andi in garland Tx

What is your occupational experience?

teaching driver education at all american driving school in north garland and at south garland .

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second, and third choice:

___ Board of Adjustment
___ Building and Fire Codes Board
___ Citizens Environmental and Neighborhood Advisory Committee
___ Community Multicultural Commission
___ Electrical Board
___ Garland Cultural Arts Commission
___ Garland Youth Council **
___ Property Standards Board
✓ Library Board (2)
✓ Parks and Recreation Board (3)
___ Plan Commission *
___ Plumbing and Mechanical Codes Board
✓ Senior Citizens Advisory Committee (1)

* *Plan Commission members must live in district* ** *Garland Youth Council has a separate application*

Return completed application to: City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504

Utilities: unsatisfactory/current
Taxes: current MS 3/28/17
Claims: None MS 3/24/17