

039 is Lublaw  
6-14-93

ORDINANCE NO. 039 ?

AN ORDINANCE WHEREBY THE CITY OF ANNETTA SOUTH, TEXAS,  
AND SOUTHWESTERN BELL TELEPHONE COMPANY AGREE TO AMEND  
ORDINANCE NO. 037 TO PROVIDE FOR A LONGER TERM.

WHEREAS, the City of Annetta South, hereinafter referred to as  
the "City", adopted and approved Ordinance No. 037 on September 10,  
1992, which was accepted by Southwestern Bell Telephone Company,  
hereinafter referred to as the "Telephone Company", on  
September 18, 1992; and

WHEREAS, Telephone Company and the City desire to extend the  
term of Ordinance No. 037 as provided in this Ordinance; and

WHEREAS, it is to the mutual advantage of both the City and  
the Telephone Company that the term of Ordinance No. 037 be  
extended; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
OF ANNETTA SOUTH, TEXAS, THAT;

Section 1. Section 4 of Ordinance No. 037 entitled TERM is  
hereby amended to read as follows:

This ordinance shall be in force and in effect from  
October 1, 1995 through October 1, 1996 provided that at  
the expiration of this initial period, such term shall be  
automatically extended for successive periods of one (1)  
year, unless written notice of intent to terminate this  
agreement is given by either party not less than ninety  
(90) days prior to the termination of the then current  
period. When such notice is given this agreement shall  
terminate at the expiration of the then current period.

Section 2. The Telephone Company shall have thirty (30) days  
from and after the passage and approval of this Ordinance to file  
its written acceptance hereof with the City Secretary, and upon  
such acceptance being filed, this Ordinance shall take effect and  
be in force as of October 1, 1995.

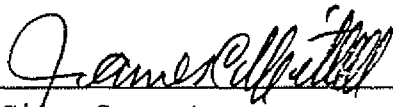
Passed and approved hereof this 10th day of AUGUST, A.D., 1995.

  
\_\_\_\_\_  
Mayor,  
City of Annetta South, Texas

ATTEST:

  
\_\_\_\_\_  
City Secretary

I, JAMES C. MITCHELL, City Secretary of the City of Annetta South, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number \_\_\_\_\_, finally passed and approved by the Board of Aldermen of Annetta South, Texas, at a regular meeting held on the 10th day of AUGUST 1995.

  
\_\_\_\_\_  
City Secretary

ORDINANCE

039

AN ORDINANCE GRANTING A FRANCHISE FOR THE COLLECTION OF REFUSE WITHIN THE TOWN OF ANNETTA SOUTH, TEXAS: SETTING FORTH DEFINITIONS: SETTING FORTH DUTIES, RATES AND PERIOD OF CONTRACT: PROVIDING A PENALTY AND EFFECTIVE DATE.

WHEREAS, The Board of Aldermen of the Town of Annetta South, Texas desires to set forth requirements and standards for residential and commercial refuse collection in order to protect the health and safety of the citizens of Annetta South; NOW THEREFORE

BE IT ORDAINED BY THE BOARD OF ALDERMEN, TOWN OF ANNETTA SOUTH, TEXAS:

**SECTION I. GRANT OF AUTHORITY**

There is hereby granted by the Town of Annetta South, Texas (hereafter called "CITY") to Laidlaw Waste Systems, Inc. (hereafter called "LAIDLAW") the right and privilege to operate and maintain within the CITY, a service for the collection and disposal of garbage, brush and other refuse.

**SECTION II. DEFINITIONS**

Words used in this ordinance shall be defined as follows:

- BRUSH:** Tree and shrub trimmings which are not easily placed in containers.
- CONTAINERS:** Plastic bags having no outside dimension of more than four (4) feet and capable of containing garbage and trash, without leaking or emitting odors. Metal or plastic trash cans of no more than thirty (30) gallon capacity. Metal dumpsters will be provided by LAIDLAW for commercial service.

6. LAIDLAW will provide <sup>2</sup>one thirty (30) cubic yard open top container to the CITY for ~~once~~ a year clean up program.
7. <sup>While open</sup>Brush will be picked up, if tied in four (4) foot bundles of no more than forty (40) pounds.
8. Certificate of Insurance for equipment and employees will be provided to the CITY prior to July 1, 1993.
9. Contract assignment cannot be made without written approval of the CITY but shall not be unreasonable withheld.
10. LAIDLAW will comply with all Federal and State law regulatory requirements for the disposal of refuse and waste and the administration thereof.

#### SECTION V. RATES

<sup>80.99</sup> The monthly charge to the residential customer for services will be \$9.25. LAIDLAW will pay the CITY \$0.50 per month per residential customer. This franchise fee will be paid to the CITY on a quarterly basis.

<sup>7</sup> Monthly rate will be guaranteed twelve (12) months from July 1, 1993, but a rate change may be requested at any time with written notice of justification, subject to approval by the CITY, within forty-five (45) days of the request.

The monthly charge to the commercial customer and the fee paid to the CITY for such customers will be negotiated at the time the commercial customers request service subject to approval by the CITY.

The billing and collection of charges for service will be the responsibility of LAIDLAW.

#### SECTION VI. PERIOD OF CONTRACT

Franchise contract for service will be for three <sup>1 MW</sup>(3) years, commencing July 1, 1993, unless LAIDLAW or the CITY notifies the other party forty-five (45) days prior, in writing.