

ORDINANCE NO. 10-36

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND,
TEXAS RENEWING THE GARBAGE AND TRASH
COLLECTION FRANCHISE WITH BFI WASTE SERVICES OF
TEXAS, LP UNTIL FEBRUARY 28, 2016; PROVIDING FOR
EFFECTIVE DATE.

Whereas, the garbage and trash collection contract that the City of South Padre Island entered into with Browning-Ferris, Inc. pursuant to Ordinance 21-A finally adopted on December 2, 1981 was renewed by Ordinance 152 so that the expiration date of said Contract was extended to February 28, 2001; and

Whereas, the contract was assigned by Browning-Ferris, Inc. to BFI Waste Systems of North America, Inc., which assumed all the obligations and duties thereunder; and

Whereas, BFI Waste Systems of North America, Inc. requested the further extension and renewal of said Contract and the City did renew the Contract by Ordinance 00-15 so that the expiration date of said Contract was extended to February 28, 2006; and

Whereas, the contract was assigned by BFI Waste Systems of North America, Inc., to BFI Waste Services of Texas, LP, a Delaware limited Partnership, which assumed all the obligations and duties thereunder; and

Whereas, BFI Waste Services of Texas, LP requested the further extension and renewal of said Contract until February 28, 2011 with provisions for additional services and a rate freeze for two years which was renewed with additional provisions by Ordinance No. 05-14; and

Whereas, BFI Waste Services of Texas, LP a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande Valley has requested the further extension and renewal of said Contract until February 28, 2016 with additional provisions for voluntary weekly residential curbside recycling collection services and a modification to how to calculate the Consumer Price Index (CPI) used in the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:

Section 1. The garbage and trash collection contract that the City of South Padre Island entered into with BFI Waste Services of Texas, LP which contract and its provisions were adopted pursuant to Ordinance 21-A finally adopted on December 2, 1981 and renewed by Ordinances 152, 00-15 and 05-14 is hereby renewed so that the expiration date of said Contract shall be extended to February 28, 2016. This renewal ordinance and agreement shall provide for the following additional modifications, changes and amendments, to-wit:

(a) In consideration for the extension and the renewal of said Contract, BFI Waste Services of Texas, LP agrees the rates for all customers shall until February 28, 2012 be maintained at the current rates charged March 1, 2010 [Residential at \$169.92 per year without tax (\$14.16/month)]. Commercial rates as follows:

Container Size	1 x wk	2x wk	3x wk	4x wk	5x wk	6x wk
2 cubic yard	\$ 73.99	\$ 148.00	\$ 221.99	\$ 295.98	\$ 369.97	\$ 443.98
3 cubic yard	\$ 84.73	\$ 169.44	\$ 254.16	\$ 338.87	\$ 423.60	\$ 508.31
4 cubic yard	\$ 95.45	\$ 190.89	\$ 286.34	\$ 381.77	\$ 477.21	\$ 572.66
6 cubic yard	\$ 134.05	\$ 268.11	\$ 402.15	\$ 536.21	\$ 670.25	\$ 804.31
8 cubic yard	\$ 144.77	\$ 289.54	\$ 434.32	\$ 579.10	\$ 723.86	\$ 868.64



30 cubic yard	\$203.75 /Haul, \$31.22/Ton Disposal and No Rental Fee
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Starting with March 1, 2012 rates shall be adjusted annually pursuant to the Consumer Price Index (CPI) from the change in the CPI for the prior twelve months using the formula set forth in the Contract as hereby amended except the annual change may not exceed 4.5% over the prior year (cap of 4.5%).

(b) BFI Waste Services of Texas, LP, shall provide a voluntary once a week curb side collection for residential service of recyclable materials at their request for an additional annual fee of \$96.00 plus tax (\$8.00/month).

(c) Paragraphs 13.02(a) and (b) of the garbage and trash collection contract that the City of South Padre Island entered into with BFI Waste Services of Texas, LP pertaining to rate adjustments for changes in the Consumer Price Index is replaced with the following two paragraphs, to wit:

- a) The fees which may be charged by Contractor effective March 1, 2012 and each subsequent twelve month period thereafter shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers Water and Sewer and Trash Collection Services Index as published by the U.S. Department of Labor, and the Gulf Coast Weekly Retail On-Highway Diesel Prices Index as published by the Department of Energy. As of March 1, 2012 and every twelve (12) month period thereafter (the "Rate Modification Date") fees shall be adjusted the ensuing twelve-month period in a percentage amount equal to ninety percent (90%) of the net percentage change of the Water and Sewer and Trash Collection Services index, plus ten percent (10%) of the net percentage change of the Diesel Prices Index. All percentage changes are to be computed as the twelve-month average, year over year difference between the index values as of the month of November. Annually modified rates shall not be lower than preceding year's rates.
- b) As soon as possible before a Rate Modification Date, Contractor shall send to City a comparative statement setting out for both the Water and Sewer and Trash Collection Services index and the Diesel Prices index: (i) the twelve month average index values as of the month of November from the current and previous year; (ii) the net percentage change; (iii) the composite percentage change equal to ninety percent (90%) of the net percentage in the Water and Sewer and Trash Collection Services index, plus ten percent (10%) of the net percentage change in the Diesel Prices index; and (iv) in the increase *in* the fees which may be charged by Contractor. Increases enacted under this section shall not exceed 4.5% over the prior year.

(d) The contract and its provisions that were adopted pursuant to Ordinance 21-A finally adopted on December 2, 1981 and all subsequent amendments and this amendment and extension are hereby confirmed and ratified.

Section 2. This amendment to the garbage and trash collection contract between the City of South Padre Island and BFI Waste Services of Texas, LP, will not be effective until this ordinance has been accepted by BFI Waste Services of Texas, LP, as provided below.

Section 3. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that

every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

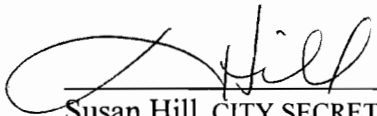
Section 4. This ordinance shall become effective upon its final passage and acceptance by BFI Waste Services of Texas, LP, a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande Valley.

PASSED, APPROVED AND ADOPTED on First Reading, this 15th day of December 2010.

PASSED, APPROVED AND ADOPTED on Second Reading, this ¹⁴~~5~~ day of January 2011.

ATTEST:

**CITY OF SOUTH PADRE
ISLAND, TEXAS**

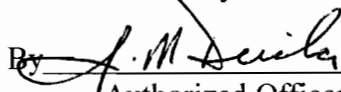

Susan Hill, CITY SECRETARY




ROBERT N. PINKERTON, JR., MAYOR

The garbage and trash collection contract that the Town of South Padre Island entered into with BFI Waste Services of Texas, LP pursuant to Ordinance 21-A finally adopted on December 2, 1981, renewed by Ordinance 152, Ordinance 00-15 and Ordinance 05-14 is hereby renewed so that the expiration date of said Contract shall be extended to February 28, 2016, and BFI Waste Services of Texas, LP, a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande Valley, agrees to the amendments as contained in the prior Ordinances and this Ordinance.

BFI Waste Services of Texas, LP. a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande Valley

By  1-14-11
Authorized Officer date