

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH FRONTIER WASTE SOLUTIONS FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE (RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND RECYCLING) IN THE CITY OF MANOR; GRANTING FRONTIER WASTE SOLUTIONS CERTAIN POWERS, LICENSES AND PRIVILEGES TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, AND BRIDGES IN SAID CITY; PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS; PROVIDING FOR THE PAYMENT TO THE CITY OF A PERCENTAGE OF GROSS RECEIPTS OF GRANTEE FROM ITS OPERATIONS; APPROVING THE ESTABLISHMENT OF A FRANCHISE FEE ON SOLID WASTE SERVICES CHARGED BY THE CITY OF MANOR TO ITS CUSTOMERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule municipality; and

**WHEREAS**, the City has certain expenses related to the upkeep and maintenance of the City’s streets; and

**WHEREAS**, the City provides for and maintains roads, alleys, and rights-of-way that are used for the collection of solid waste from a portion of the monies from solid waste collections; and

**WHEREAS**, the City issued a request for proposals for municipal solid waste collection services; and

**WHEREAS**, the City reviewed the responsive proposals, evaluated the proposals, and chose a preferred provider, Frontier Waste Solutions (the “Company”);

**WHEREAS**, the “Company operates a garbage and refuse collection business; and

**WHEREAS**, the City has negotiated the terms and conditions of a franchise agreement with the Company; and

**WHEREAS**, the City Council of the City (the “City Council”) has determined it is in the best interest of the City to offer the Company a franchise on the terms and conditions set forth in this ordinance; and

WHEREAS, the City desires to approve an exclusive franchise agreement designating the Company as the municipal solid waste service provider for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

**SECTION 1. Findings.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**SECTION 2. Creation of a Franchise Fee.** The City Council hereby approves the creation of a franchise fee or a fee for use of City owned property. That fee established herein shall be ten percent (10%) of the gross revenues resulting from solid waste collection on each solid waste charge on every customer account serviced by the City. The fee will be utilized for maintenance, construction, or repair of public streets, purchase of materials, supplies, or labor in any city department which is financed through the General Fund of the City provided that department of the City directly or indirectly provides for roads, alleys or rights-of-way of the City. Actions of the City Administrator and designees in increasing or decreasing the established franchise fee annually are hereby approved.

**SECTION 3. Approval of Franchise Agreement.** The City Council approves and incorporates herein the attached Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling) (the “Franchise Agreement”) with Frontier Waste Solutions for the collection, transportation, and disposal of municipal solid waste (Residential, Commercial, Industrial, and Recycling), in the City of Manor, Texas.

**SECTION 4. Conflicting Ordinances.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**SECTION 5. Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all requirements of the provisions of any ordinances affecting council compensation within the City which have accrued at the time of the effective date of this ordinance.

**SECTION 6. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**SECTION 7. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the

remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

*[signatures follow on next page]*

**ORDINANCE NO. \_\_\_\_\_**

**Page 4**

**PASSED AND APPROVED FIRST READING** on this the 4<sup>th</sup> day of September 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of September 2024.

**THE CITY OF MANOR, TEXAS**

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Dr. Christopher Harvey, Mayor

**ATTEST:**

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Lluvia T. Almaraz, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**Page 5**

**[INSERT CONTRACT]**