



**ORDINANCE NO. 2025-2**

**AN ORDINANCE OF THE CITY OF COMO, TEXAS GRANTING SANITATION SOLUTIONS, INC. AN EXCLUSIVE FRANCHISE FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL [EXCEPT ROLL-OFF SERVICES], AND RESIDENTIAL COLLECTION OF RECYCLABLE MATERIALS WITHIN THE CORPORATE LIMITS OF THE CITY OF COMO, TEXAS, AND ANY AREAS HEREAFTER ADDED TO THE CITY BY ANNEXATION; ESTABLISHING THE TERM OF THE FRANCHISE; REQUIRING THAT ALL OCCUPIED RESIDENTIAL AND COMMERCIAL STRUCTURES IN THE CITY BE SERVED WITH SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND SUBSCRIBE THERETO; PROHIBITING ANY PERSON OTHER THAN THE FRANCHISEE FROM CONDUCTING OR ATTEMPTING TO CONDUCT THE BUSINESS OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF COMO [EXCEPT COMMERCIAL ROLL-OFF SERVICES]; PROHIBITING THE UNAUTHORIZED DISPOSAL OF SOLID WASTE IN PUBLIC CONTAINERS WITH EXCEPTIONS OR IN PRIVATE CONTAINERS SERVING SOMEONE ELSE; MAKING VIOLATION OF THESE PROHIBITIONS AN OFFENSE PUNISHABLE BY A FINE OF \$200 NOT TO EXCEED \$2,000; ESTABLISHING THE RATES TO BE PAID BY CUSTOMERS, INCLUSIVE OF FRANCHISE AND BILLING FEES; APPROVING MUNICIPAL SOLID WASTE AGREEMENT BETWEEN THE CITY AND SANITATION SOLUTIONS, INC. AND INCORPORATING THE SAME HEREIN; MAKING VIOLATION OF THE ORDINANCE AN OFFENSE PUNISHABLE BY A FINE OF \$200 AND NOT TO EXCEED \$2,000, AND MAKING EACH DAY OF VIOLATION A SEPARATE OFFENSE; EXPRESSLY REPEALING AND REPLACING ORDINANCE 2017-2 OF THE CITY OF COMO, TEXAS; REPEALING AND REPLACING CONFLICTING ORDINANCES OR PORTIONS THEREOF, INCLUDING CONFLICTING PROVISIONS IN PREVIOUS ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the collection, removal, and proper disposal of solid waste generated within the City of Como is essential to the health, safety and welfare of the City's residents; and

**WHEREAS**, establishing uniform collection governed by specific rules and contractual terms best serves the public purpose of protection of the health, safety and welfare of residents, and having a single provider would allow for better control and assessment of wear and tear on the City's streets by heavy collection equipment; and

**WHEREAS**, pursuant to its Charter and under Texas law the City Council has the authority to grant a solid waste collection and disposal franchise within its corporate limits; and

**WHEREAS**, the City Council finds and determines that granting of a solid waste collection and disposal franchise as provided by this Ordinance is in the best interest of the City of Como and the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COMO, TEXAS that:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made findings of fact.

2. Grant of Franchise. SANITATION SOLUTIONS, Inc. is hereby GRANTED an exclusive franchise for:

- a) Residential solid waste collection and disposal;
- b) Commercial solid waste collection and disposal( except for roll-off services); and
- c) Residential recyclable materials collection,

within the corporate limits of the City of Como, Texas as it now exists, or as it may expand during the term of this franchise by annexation, and Sanitation Solutions, Inc. is GRANTED the right to use the City's streets, alleys, and thoroughfares for the purpose of providing such services( hereinafter" Franchise").

3. Conditions of Franchise. The Municipal Solid Waste Agreement between the City and Sanitation Solutions, Inc. (hereinafter" Franchisee") is hereby APPROVED and shall be attached hereto as Appendix A, and is incorporated by reference herein as if set out verbatim.

4. Term of Franchise. City entered a 5 year auto renewed contract with Franchise on March 4, 2022 and will end on March 3, 2027. Franchise contract renewal is automatic after 5 years unless City gives 90 day written notice to Franchise prior to end of contract, as per contract terms, and shall be attached hereto as Appendix A.

5. Solid Waste Collection and Disposal Services Required. Every occupied residential or commercial structure within the City, and every service address for purposes of City water and/ or sewer services within the City must be served by a solid waste collection and disposal service. Except for roll-off type commercial solid waste and collection services, the Franchisee shall be the only approved provider of residential and commercial solid waste collection disposal services within the City during the Term of this Franchise. The City shall bill customers for Residential and Small Commercial solid waste collection and disposal services of the Franchisee as part of the City's utility billing. Regular Commercial customers must contract directly with the Franchisee for solid waste collection and disposal services and will be billed directly by the Franchisee. Each customer's billing shall include the Franchisee's base fee for the service ( as adjusted from time-to-time), the City's billing fee ( where the City is the billing entity), the municipal franchise fee, and any other charges required by law, if any.

6. Repeal and Replacement of Ordinance 2017-2 of the City of Como, Texas is repealed, and replaced with the following:

Solid waste collections.

The monthly charges for the services of the Franchisee, Sanitation Solutions, Inc., and city fees included for the different categories of solid waste collection and disposal are as follows:

## **Residential Rates:**

Residential Service Fees and Rates will be published in a separate ordinance(see Ordinance 2025-3 City of Como Rate & Fee Schedule) and are subject to change with periodic rate increases pending Como City Council approval.

including Household Waste Collected One( 1) Time Per Week in One – Container( 1) provided by City.

1) Rolling Polycart; Bulk( up to 3cu yds.) Collected One( 1) Time Per Week:

Extra Carts are provided with additional fee, per month. (see Ordinance 2025-3 City of Como Rate & Fee Schedule)

## **Commercial Polycart Rates:**

1) Commercial Polycart, Collected One( 1) Time Per Week: 1 per month( 4 Cart Limit)

Extra Carts are provided with additional fee, per month. (see Ordinance 2025-3 City of Como Rate & Fee Schedule)

## **Commercial Front Load Container Rates:**

Container Size/ Type - / 1 X WK / 2 X WK /

2 Yard Container / 4 Yard Container / 6 Yard Container / 8 Yard Container /

(see Ordinance 2025-3 City of Como Rate & Fee Schedule)

Increases in the Franchisee' s base rates for all or any categories from time-to-time that are approved in accordance with the Municipal Solid Waste Agreement [ Appendix A] will be passed along to the customer. Except where expressly made inapplicable, the monthly charges include the City's billing fee and the municipal franchise fee.

7. Billing Fee and Franchise Fee. The City Billing Fee and the Municipal Franchise Fee are set at percentages and calculated and collected in accordance with the terms of the Municipal Solid Waste Agreement.

8. Franchisee Services, Service Expectations, Penalties for Non-Compliance, and other Enforcement Provisions. The scope, extent, and expectations of the Franchisee' s services; as well as the penalties chargeable to the Franchisee for non-compliance, and other enforcement provisions, are as set forth in the Municipal Solid Waste Agreement.

## 9. Collection.

9. 1 Collection of Residential Waste and from Commercial Customers whose property is immediately adjacent to Residential Units. Residential collection and commercial collection from service addresses immediately adjacent to residential units shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M.. No collection shall be made on Sunday. Collection of Commercial Waste shall be collected at such hours as may be determined by Franchisee. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Franchisee.

9.2 Holidays: The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Franchisee may decide to observe any or all of the above-mentioned holidays (and additional adopted holidays) by suspension of collection service on the holiday, but the Franchisee shall be responsible for providing make-up collection for residential routes that occur on specified holidays, which will typically be one day after the holiday and may include a Saturday. Collections for all Customers the week of a Holiday shall be pushed out by one day if a Holiday falls on a regular collection day. Collection days are subject to change by action of the City Council. Any change will be communicated to customers well in advance of going into effect.

## 10. Customer Rules and Responsibilities.

### 10.01 Containers

a) Each owner, occupant, tenant or lessee using or occupying any building, dwelling unit, or structure shall utilize city supplied receptacle( s), except for roll off dumpsters, approved by the city for the storage and collection of refuse, other than brush and bulk, and no other container( s). Refuse receptacle( s) shall be issued by the Franchisee and shall remain at the address where delivered and shall not be removed from the premises by any person(s). Markings and identification on the refuse containers shall not be defaced, altered, or removed. No permanent markings shall be made on the containers by the owner, occupant, tenant or lessee.

b) Refuse receptacle( s) shall be maintained by the owner, occupant, tenant or lessee of the premises in good, clean and sanitary condition. Any refuse receptacle( s) that are damaged shall be repaired or replaced by the Franchisee at no charge to the owner, occupant, tenant or lessee. Refuse receptacle(s) lost or stolen shall be replaced by the Franchisee, at the expense of the owner, occupant, tenant or lessee. Such fees, as approved by city council, will be assessed to the owner, occupant, tenant or lessee' s city utility bill.

c) Refuse placed in polycarts shall not exceed 96 gallons. Items placed outside the carts, other than bulk and brush on its designated day, will not be collected at discretion of Sanitation Solutions, Inc.). (If dwelling unit regularly exceeds the limitation, the owner, occupant, tenant or lessee of the dwelling unit may be required to acquire additional polycarts. The cost for any additional refuse receptacle( s) will be a monthly charge as approved by the city council.

d) All refuse receptacle( s) shall be kept clean and sanitary and in good repair in accordance with the applicable health and sanitation codes of the city, county, state and other applicable laws and regulations.

e) Should any citizen be unable to comply with these requirements and need reasonable accommodation pursuant to the Americans with Disabilities Act, or otherwise the citizen must submit a written application to the city secretary. With the city council's authorization special accommodations will be set in place.

## 10.02 Placement for Collection

a) Except for bulk on its designated day, all refuse must be placed inside the refuse receptacle( s), without undue compaction or overfilling, and allowing the lid to close. Refuse will not be picked up if the refuse receptacle( s) lid is not closed flat or if the refuse is placed outside refuse receptacle( s)(at discretion of Sanitation Solutions, Inc.). No refuse shall be placed on top of the refuse receptacle(s).

b) Polycarts and bulk shall be placed for collection at curbside, no further than thirty six( 36) inches from the edge of the roadway and a minimum of six feet from any vehicle or mailbox. Polycarts must be closed in such a manner as to reasonably protect the enclosed refuse from the elements, from flies and other insects and from animals.

## 10.03 Time limits for leaving on streets.

Owners, occupants, tenants or lessee of residences shall not place refuse for collection on any city street or public right-of-way more than 24 hours prior to the scheduled day of collection, nor shall refuse receptacle( s) be permitted to remain on city streets or public rights-of-way more than 24 hours after the scheduled day of collection, except that where alleys exist and collection is made from the alley, permanent containers may be placed and stored in a sanitary manner.

## 11. Unauthorized Use of Receptacles

11. 1 The unauthorized placing of garbage, trash, rubbish or any article, thing or material in any commercial type garbage container by any person other than the person who pays the monthly service charge for collection of solid waste from that container is prohibited.

11. 2 The unauthorized placing of garbage, trash, rubbish or any article, thing or material in any commercial type garbage container( exclusive of litter barrels or trash cans) located on any public property is prohibited unless the solid waste is actually generated at the public property.

11. 3 The unauthorized placing of household garbage, trash or rubbish in any litter barrel or can located on public property is prohibited unless the solid waste is actually generated at the public property.

11. 4 The unauthorized placing of garbage, trash, rubbish or any article, thing or material in any residential garbage receptacle by any person other than the person who pays the monthly service charge (or person(s) that live in the household) for collection of solid waste from that receptacle is prohibited.

11. 5 Violation of any of the prohibitions set forth in 11. 1- 11. 4 above is an offense punishable by a fine of \$200 and not to exceed \$2, 000.

12. Customer Service. The City is committed to assuring that its Franchisee provides reliable and responsible solid waste collection and disposal services. The Franchisee shall provide means for customer contact and handling of customer complaints which at a minimum comport with those set forth in the City agreement.

13. Non-Discrimination. The Franchisee shall not discriminate in the provision of solid waste collection and disposal services against any customer on the basis of race, color, national origin, gender, disability, or other prohibited consideration.

14. Compliance with Law. Franchisee shall comply with all applicable federal, state, and local laws and regulations in the collection, transportation, and disposal of solid waste. Title to solid waste passes to the Franchisee immediately upon collection.

15. Prohibition Against Any Person or Entity Conducting the Business of Solid Waste Collection and Disposal Services within the City Other Than the Franchisee.

15. 1 Prohibition. Except as to roll-off type commercial solid waste collection and disposal services, it shall be unlawful for any person or entity other than the Franchisee to conduct or attempt to conduct the business of solid waste collection and disposal within the City during the Term of this Franchise and such is expressly prohibited.

15. 2 Violation and Offense. Violation of the prohibition contained in Subsection 15. 1 above is an offense punishable by a fine of \$200 and not to exceed \$2, 000.

15. 3 Defense. It shall be a defense to prosecution hereunder if the Franchisee does not provide the type of solid waste removal and disposal services necessary for the undertaking under the Franchise.

15. 4 Each Day of Violation a Separate Offense. Each day of violation shall be considered and treated as a separate offense.

16. Failure to Subscribe to Solid Waste Collection and Disposal Services.

16. 1 Prohibition. All occupied residential and commercial structures must subscribe to and be served by solid waste collection and disposal services that are in accordance with this Ordinance.

16.2 Violation and Offense. Violation of the prohibition set forth in Subsection 16. 1 above is an offense punishable by a fine of \$200 and not to exceed \$2, 000.

16.3 Each Day of Violation a Separate Offense. Each day of violation shall be considered and treated as a separate offense.

17. Repeal of Conflicting Ordinances or Conflicting Provisions Thereof. This Ordinance repeals and replaces any conflicting ordinances or portions thereof, including any conflicting provisions of City of Como Code of Ordinances.

18. Severability Clause. 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, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality 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 in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

19. Effective Date. This ordinance shall become effective upon passage and publication of its caption. The City Secretary is directed to publish the caption of this Ordinance on the city website.

20. Open Meeting. It is found and declared that the City Council meeting at which this Ordinance has been adopted was open to the public and was noticed and held in accordance with Chapter 551 of the Government Code.

**PASSED AND APPROVED on the 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_ Mayor

\_\_\_\_\_ Commissioner

\_\_\_\_\_ Commissioner

Attest

\_\_\_\_\_  
City Secretary  
City of Como, Texas