

ORDINANCE NO. 1970

AN ORDINANCE GRANTING A FRANCHISE TO ALLIED WASTE SERVICES OF FORT WORTH, L.L.C., FOR SOLID WASTE SERVICES FOR THE COLLECTION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE WITHIN THE CITY OF EULESS; PROVIDING THE TERMS AND CONDITIONS THEREOF; PROVIDING AN EFFECTIVE DATE; PROVIDING A TERMINATION DATE; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council of the City of Euless has determined that the services, facilities, and equipment utilized by Allied Waste Services of Fort Worth, L.L.C., are sufficient to provide services, facilities and equipment necessary to fulfill the current and future solid waste services of the City; and

WHEREAS, Allied Waste Services of Fort Worth, L.L.C., and the City of Euless desire to execute a franchise agreement upon the terms and conditions hereof; and

WHEREAS, the City of Euless, in its desire to provide solid waste services, demands a firm or qualified professional organization that provides, but is not limited to the following services:

- A. Efficient and economical residential curbside and commercial container solid waste collection.
- B. Maximize sanitary and aesthetic living conditions for the citizens of the City of Euless.
- C. Maintain positive communications with the City of Euless and the customer.
- D. Collect and transport solid waste from residential, institutional, commercial, and industrial units within the City of Euless to a designated disposal site; and

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

The City of Euless hereby grants to Allied Waste Services, L.L.C. the license and privilege to use the public streets, easements, and thoroughfares within the corporate limits of the City of Euless for the purpose of collection and disposal of residential and commercial garbage, trash, refuse, bulky wastes, trees, construction debris, brush, tree trimmings and rubbish, subject to the terms and conditions set forth in this franchise agreement and as allowed by state law.

FRANCHISE AGREEMENT FOR THE COLLECTION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE

THIS FRANCHISE AGREEMENT ("Agreement") is entered into by and between the City of Euless, Texas, a Home Rule Municipal Corporation located in Tarrant County, Texas, (the "City"), and Allied Waste Services of Fort Worth, L.L.C. ("Contractor").

In consideration of the following mutual agreements and covenants, the City and Contractor do hereby agree as follows:

SECTION 1. DEFINITIONS

Wherever used herein, the hereinafter-listed terms shall have the following meanings:

- 1.1 **Acceptable Waste.** Any and all waste that is solid waste, including brush, garbage, refuse, yard waste and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill.
- 1.2 **Backdoor Service.** Non-curb-side service available to any residential customer over the age of sixty-five (65) years old, or a disabled/handicapped resident as certified by a physician and at the discretion of the City.
- 1.3 **Brush.** Plants or grass clippings, leaves or tree trimmings. Brush waste must be enclosed in garbage containers, with a maximum weight of fifty (50) pounds. Tree trimmings must be bundled in lengths less than four (4) feet and less than fifty (50) pounds in weight.
- 1.4 **Bulky Waste.** Stoves, refrigerators, water tanks, washing machines, dryers, furniture, appliances and other waste materials with weights or volumes greater than those allowed for containers, but specifically excluding:
 - 1.4.1 Loose construction debris, dead animal's hazardous waste, medical waste or stable matter;
 - 1.4.2 Any refrigerators, freezers, air conditioners or other appliances that do not contain written or visual evidence that the chlorofluorocarbon's (CFC's), have been removed therefrom by a certified, authorized and licensed technician; and
 - 1.4.3 Any other objects or items that Contractor is precluded by federal, state or local law or regulation from collecting or disposing in a municipal sanitary landfill.

- 1.5 **Bundle or Boxed Bundle.** Tree, shrub and brush trimmings, or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.
- 1.6 **City.** City of Euless.
- 1.7 **Commercial Container.** Metal containers supplied by Contractor affording capacity to service a Commercial Unit so as to prevent spillage, unsightly and unsanitary conditions.
- 1.8 **Commercial Hand Collect Unit.** A retail or light commercial type of business that generates no more than two (2) cubic yards of refuse per week.
- 1.9 **Commercial and Industrial Units.** Contractor shall provide for the collection of commercial and industrial solid waste and/or recyclables to commercial establishments and industrial units according to individual written agreements. Collection service shall be at least once per week to maintain the premises free of accumulation of waste. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening, excluding roll-offs. Apartment service shall be considered commercial as it relates to this Agreement.
- 1.10 **Contractor.** Allied Waste Services of Fort Worth, L.L.C.
- 1.11 **Curbside.** That portion of right-of-way adjacent to paved or traveled City roadways.
- 1.12 **Debris.** Waste building materials resulting from construction, remodeling, repair or demolition operations, including without limitation, dirt, concrete, rocks, bricks, lumber, shingles, plaster, sand, gravel and other waste building materials.
- 1.13 **Disposal Site.** A depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of solid waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.14 **Franchise Fee.** Fee paid by Contractor to the City for the sole and exclusive franchise, license, and privilege within the corporate limits of the City to engage in the business of collecting and disposing of Acceptable Waste.
- 1.15 **Garbage.** Any and all dead animals of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable

waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, dead animals, Hazardous Waste, Rubbish or stable matter.

- 1.16 **Garbage Containers.** Portable cans or similar containers constructed of galvanized iron, tin or other substantial material, or plastic bags or cardboard boxes, designed to store Refuse or Rubbish with sufficient wall strength to maintain physical integrity when lifted by the top. The maximum capacity of a garbage container shall not exceed thirty-five (35) gallons and the total weight of a garbage container and its contents shall not exceed fifty (50) pounds.
- 1.17 **Hazardous Waste.** All fecal material, oil, sludge and any radioactive, pathological, toxic, acidic or volatile materials, or any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Texas to be "hazardous," "toxic" or a "contaminant" or "pollutant," as such terms are defined by or pursuant to Federal or State law or regulation. Refer to solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder.
- 1.18 **Loose Brush.** Tree and shrub trimmings, which are not placed in disposable containers or reusable containers "nor" are they tied and bundled so as to constitute bundle or boxed bundle.
- 1.19 **Medical Wastes.** All medical waste, infectious waste, special waste from health care facilities and other similar wastes as same may be defined by federal or state law or regulation.
- 1.20 **Monthly Contractual Rate.** The per customer monthly amount Contractor will be paid by the City for the collection and disposal of Acceptable Waste.
- 1.21 **Non-Compactable Waste.** Includes, but is not limited to, brick, concrete, dirt, composition shingles, ceramic tile and related items that cannot be crushed under the weight of compaction equipment.
- 1.22 **Premises.** All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.23 **Producer.** An occupant of a Residential or Commercial Unit who generates Refuse or Rubbish.
- 1.24 **Refuse.** Every accumulation of waste (vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not by way of limitation, decomposable animal waste of vegetable matter which is likely to attract flies or rodents; and all waste material generated at a residential, commercial,

industrial or institutional location, or construction site which must be disposed of to prevent the attraction of flies, rodents, scavengers, unnecessary odor or to prohibit unsightly accumulation of refuse or fire hazards. Refuse shall not include any waste materials included in the definition of Hazardous Waste or Medical Waste.

- 1.25 Residential Repair Debris.** Small amounts of containerized or tied and bundled waste building materials including privacy fencing (provided such fencing materials do not exceed 4 ft. x 6 ft. in size or are dismantled and tied into bundles not exceeding 50 pounds) generated by a residential property owner or tenant remodeling or repairing a Residential Unit.
- 1.26 Residential Unit.** A single-family or duplex dwelling located within the corporate limits of the City. A separate Residential Unit shall be deemed occupied when either water or domestic electric power services are being supplied thereto. Each single-family dwelling within any condominium building or group shall be counted separately as a Residential Unit.
- 1.27 Rubbish.** All residentially generated waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, white goods, pulp and other products such as are used for packaging or wrapping, crockery, glass, ashes, cinders, floor sweepings, mineral or metallic substances and any and all other waste materials not included in the definition of Brush, Bulky Waste, Bundle or Boxed Bundle, Debris, Residential Repair Debris, Refuse, Medical Waste or Hazardous Waste.
- 1.28 Solid Waste.** All non-hazardous (as defined by Comprehensive Environmental Response, Compensation, and Liability Act (CERCA) and other applicable laws) and non-special solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings, Christmas Trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.29 Trees.** Trees and tree trimmings larger than may be accommodated under Section 1.4 may be picked up as a special haul.

SECTION 2. SCOPE OF REFUSE COLLECTION WORK

- 2.1 Disposal of Waste Materials.** Subject to the terms and conditions of this Agreement, Contractor agrees to dispose of, outside the corporate limits of the City, all Brush, Bulky Waste, Bundle or Boxed Bundle, Debris, Rubbish and Refuse collected by Contractor from Residential Units, Commercial Units and Commercial Construction Sites within the City. All vehicles used by Contractor for the collection and transportation of such waste material shall be protected at all times while in

transit to prevent leakage or the blowing or scattering of same onto the public streets of the City or property adjacent thereto.

2.2 Frequency of Residential Collection. Contractor shall collect all residential Refuse and Rubbish in Garbage Containers, Residential Repair Debris, Bulky Waste, and Bundles or Boxed Bundles not less than two (2) times per week, with collections at least three (3) days apart. Collection days for the City shall be Monday and Thursday or Tuesday and Friday. No collections shall be made on Sunday. Contractor may propose to the City changes in days of collection. Upon the City Manager's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units. Contractor will pick up any missed pick-ups on the same day if they are called in before 2:00 p.m. It is the responsibility of the residents to place all residential Refuse and Rubbish, except Backdoor Service, in Garbage Containers, and together with Residential Repair Debris and Bundle or Boxed Bundle, within six (6) feet of the curbside for collection by 7:00 a.m. on the designated collection day. Garbage Containers, Residential Repair Debris, and Bundle and/or Boxed Bundle shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Garbage Containers, Residential Repair Debris, and Bundle and/or Boxed Bundle shall be placed as close as practicable to the access point for the collection vehicle. Backdoor Service shall be in Garbage Containers and placed at a location mutually agreed to by Contractor and customer. Contractor may decline to collect any Garbage Container, Residential Repair Debris and Bundle and/or Boxed Bundle not so placed. All containers must be returned to the same area as described above.

2.3 Quantity: Take-All Service. Contractor shall be required to pick up all Rubbish, Refuse, Bulky Waste and Residential Repair Debris generated from a Residential Unit, provided that same is properly prepared, bagged, and stored for collection in Garbage Containers, or properly bundled, although Bulky Wastes will not be required to be in Garbage Containers. Contractor shall also be required to pick up all Brush and Trees during the regular residential collection frequency provided that same are prepared and stored for collection in a Bundle or Boxed Bundle. Contractor shall also be required to pick up stumps weighing less than fifty (50) pounds each. Loose brush may be disposed of by Contractor upon a customer's calling and scheduling a pick-up (See Special Pick Up Rates in Exhibit "A"). At a customer's request, Rubbish, Residential Repair Debris, and Brush and Trees that are not contained in Garbage Containers or are not prepared and placed for collection in a Bundle or Boxed Bundle may be collected and disposed of by Contractor for a special pick up rate as set forth in Exhibit "A". Up to four (4) times per year, City residents, with proof of residency such as a current water bill or valid driver's license, may dispose of up to ten (10) cubic yards of ACCEPTABLE WASTE at Contractor's transfer station located at 6200 Elliott Reeder Road, Fort Worth, Texas, at no charge. The transfer station is open to residential customers each Saturday between 12:00 noon to 4:00 p.m. This service does not include the disposal of HAZARDOUS WASTE or NON-COMPACTABLE WASTE.

- 2.4 Residential Waste - Where.** Collections of waste material as provided hereinabove shall be made from within six (6) feet of curb provided the Garbage Containers are freely accessible, with the bottom at ground level or on a platform not more than three (3) feet above ground. Backdoor Service shall be in Garbage Containers and placed at a location mutually agreed to by Contractor and customer. Garbage Containers stored below ground surface will not be picked up.
- 2.5 Residential Waste - How.** Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any Refuse or Rubbish spilled by Contractor shall be picked up immediately by Contractor's employees.
- 2.6 Commercial Waste.** Every Commercial Unit shall have a Commercial Container or Containers of a size sufficient to contain all the Rubbish, Refuse, Brush, Bulky Waste, Debris, Trees and other waste generated upon the premises and to avoid congregation of flies, rodents, scavengers, unnecessary odor and to prohibit unsightly accumulation of such waste materials or fire hazards. Contractor agrees to make Commercial Containers of adequate size available upon request to any Commercial Unit within the corporate limits of City. The Commercial Containers provided by Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse (except for roll-off containers); shall be maintained in good order, appearance, and in a sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with Contractor's name and telephone number. Any damages to screening structures caused by Contractor will be repaired in a timely manner. Commercial Containers shall be serviced at least once per week and with additional frequency as needed to maintain the premises free of accumulation of waste and to prohibit unsightly accumulation of such waste materials or fire hazards. The City will resolve any disputes between Contractor and a Commercial Unit account. The decision by the City will be final and binding on Contractor and the Commercial Unit customer.
- 2.7 Christmas Tree Collection.** Contractor shall provide annual curbside Christmas tree collection citywide for all residential customers one full collection cycle after both Christmas and New Year's. Dates may be modified by joint agreement of Contractor and the City Manager. The City has its own Christmas tree collection location for recycling.

SECTION 3. SPECIAL PROVISIONS

- 3.1 Hauling Rights.** Contractor is hereby granted the sole and exclusive franchise, license, and privilege within the corporate limits of the City to engage in the business of collecting and disposing of Commercial Construction Debris, Residential and Commercial Garbage, Trash, Yard Waste, Bulky Waste, Debris, Residential Repair Debris, Bundled Brush, Loose Brush, Rubbish, Trees, Refuse and other waste material as specified herein, and the City hereby grants to Contractor permission to use the public streets, alleys, easements, and thoroughfares within the corporate limits of the City for the purpose of such

collection and disposal. Scavenging or hauling by other individuals or companies on a non-fee basis shall be permitted.

- 3.2 Spillage.** Contractor shall not be responsible for scattered Refuse, Rubbish or other waste materials unless the same has been caused by its acts or those of any of its employees, subcontractors or agents, in which case all scattered Refuse, Rubbish or other waste materials shall be picked up immediately by Contractor. A fork, push broom and a scoop type shovel shall be maintained on each of Contractor's trucks for clean-up activity. Contractor will not be required to clean up or collect loose Refuse, Rubbish, waste material or spillage not caused by the acts of its employees, subcontractors or agents, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain Refuse, Rubbish, waste material or other spillage. Commercial Unit Refuse, Rubbish or other waste spillage or excess Refuse, Rubbish or other waste material shall be picked up by Contractor after the customer reloads the Commercial Container. In the case of Commercial Unit customers, Contractor shall require the Commercial Unit customer to increase the frequency of collection of the Commercial Unit customer's Refuse, Rubbish and other waste material or require the Commercial Unit customer to utilize a Commercial Container with a larger capacity, and Contractor shall be compensated for such additional services.
- 3.3 Vicious Animals.** Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Contractor's collection obligations hereunder in any case where the owner or tenants of a Residential Unit or Commercial Unit have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- 3.4 Regular Service for City Owned or Operated Facilities.** Contractor shall provide for, at no charge to the City, the collection, transportation, and disposal of waste accumulated by the City at all City owned, operated, or other City designated sites. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for ongoing and special events. A City Facility Landfill Rate has been included in the schedule attached hereto as Exhibit "A", for use of City owned vehicles to dispose at the Arlington Landfill.
- 3.5 Hazardous and Medical Waste.** Anything to the contrary herein notwithstanding, it is specifically understood and agreed that the collection and disposal of Hazardous Waste and/or Medical Waste by Contractor is not authorized, required or governed by this Agreement and that the disposal of Hazardous Waste and/or Medical Waste by Contractor (should Contractor choose to do so) shall be in compliance with all federal, state, and local laws and regulations.

**SECTION 4.
CONTRACTOR'S OPERATION**

- 4.1 Hours of Operation.** Collection from Residential Units shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Collection from Commercial Units may be performed at any time so long as such Commercial Units are not within 200 feet of a residential structure. Collection from Commercial Units within 200 feet of residential structures shall not start before 7:00 a.m. or continue after 9:00 p.m. on the same day. Exceptions to collection hours shall be allowed only upon the mutual agreement, in writing, of the City and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.2 Routes of Collection.** Residential collection routes shall be established according to current City routes. Contractor shall submit a map designating the collection routes and proposed days of collection to the City for approval. Contractor shall submit any change in the residential collection routes to the City Manager for approval. Contractor may propose to the City changes in routes or days of collection. Upon the City Manager's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.
- 4.3 Holidays.** The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services for the holiday. Make-up days shall be the next business day following the holiday. Contractor shall provide 45 days written notice to the City Manager of its election to observe any such holiday.

- 4.4 Complaints and Non-Performance.** Service complaints shall be handled in the following order:
- 4.4.1 Service Complaints - Contractor.** All service complaints shall initially be directed to Contractor and shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. Contractor shall be responsible for maintaining a log of complaints, and shall provide the City on a monthly basis with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.
- 4.4.2 Service Complaints - City.** The City shall notify Contractor of each complaint reported to the City. It shall be the duty of Contractor to take

whatever steps are necessary to remedy the cause of the complaining and notify the City of its disposition of same by the end of the next business day.

4.4.3 Damage - Private Property. Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property resulting from actions of Contractor's employees, agents, or subcontractors.

4.4.4 Complaint Procedures. Contractor shall provide the City with information regarding complaint procedures, rules and regulations, and day(s) of collection, etc. Information is to be in the form of printed material distributed by Contractor.

4.4.5 Performance Penalties. Failure or neglect to remedy any missed collection of Refuse from any premises on the same day if notified by 2 p.m. or within 24 hours with notification after 2 p.m. of missed scheduled service may result in a twenty-five dollar (\$25) penalty for each failure. Additionally, subsequent failure(s) at the same address within any 30-day period may result in a fifty dollar (\$50) penalty per service failure.

In addition to any penalties levied above, failure or neglect to collect twenty-five (25) or more residences by 7 p.m. on any single regularly scheduled collection day two (2) or more times in any thirty (30) day period in any portion of the city may result in a fifty (\$50) penalty per residence for each failure.

In the event that the interruption is caused by an act of God including, but not limited to: flood, tornado, ice, snow, or similar contingency beyond the reasonable control of Contractor, Contractor shall seek consent of the City to temporarily interrupt service and such consent shall not be unreasonably withheld. Consent shall not be given for mechanical failure, labor action, or seasonal volume variations. For a period of service interruption to which the City has consented, performance penalties may be waived.

4.5 Reporting Requirements. Contractor shall provide the City with monthly service reports within two (2) weeks of the end of the reporting period. Monthly reports shall include tonnage of materials collected. Contractor shall also provide the City with an annual report no later than May 1, of each year of the Term of this Agreement. Annual reports shall include a summary of the tonnage of materials collected and summary of the public awareness activities and community involvement.

4.6 Equipment. Contractor, at its sole cost and expense, shall provide all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Refuse from accounts serviced by Contractor in accordance with this Agreement.

4.6.1 Type. Contractor shall use only vehicles with bodies which are watertight to a depth of not less than eighteen (18) inches, with solid sides, using

pneumatic tires. All equipment utilized by Contractor shall be kept in good repair, appearance and in a sanitary condition at all times. No trucks utilized pursuant to this Agreement shall be more than ten (10) years old.

4.6.2 Amount. Contractor shall provide sufficient equipment in a proper operating condition so regular schedules and routes of collection can be maintained.

4.6.3 Condition. Equipment is to be maintained in a clean and safe working condition and shall be painted uniformly. No third party advertising shall be permitted on vehicles. Vehicles must have Contractor's name and phone numbers in letters and numbers legible from 150 feet and a unit number. The City shall have the right to inspect all equipment and may require Contractor not to use a piece of equipment for good and reasonable cause.

4.6.4 Protection from Scattering. Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or a tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of waste material onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter solid waste material, however, if solid waste material is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.6.5 Weight Limits. Contractor agrees to utilize residential collection vehicles with a 25 cubic yard Rear Load truck that will not exceed a 50,000 pound Gross Vehicle Weight for collections from all Residential Units. Contractor agrees that commercial collection vehicles will not exceed a 54,000 pound Gross Vehicle Weight.

4.6.6 Miscellaneous. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

4.7 Office. Contractor agrees, at its own expense, to keep an office open in Tarrant County, to provide a toll-free or metro telephone number and to provide a telephone answered (mechanical answering machine is not acceptable) from 7:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturday, excluding legal holidays, for the purpose of handling complaints and other calls regarding solid waste collection service. Contractor shall keep competent personnel in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent Contractor in its relations with the public. Contractor shall also provide the City a telephone number by which

Contractor can be contacted for after-hour emergencies. Contractor shall keep and maintain in the office a daily log of all the service calls, which shall show the nature of the call, complaint, or communication and the disposition thereof by Contractor. The City shall have the right to inspect the daily log at any reasonable time. Throughout the term of this Agreement, Contractor shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent upon whom all notices shall be served by the City and to whom complaints received from citizens of the City may be directed. Service upon Contractor's Managing Agent shall always constitute service upon Contractor. Contractor agrees to secure an annual listing in the local Mid-Cities telephone directories in both the white and yellow pages under the name by which it conducts business in the City.

- 4.8 Disposal of Refuse.** Subject to the terms and conditions of this Agreement, Contractor shall be responsible to dispose of the solid waste material it is required to collect hereunder according to the City, county, state, and federal regulations at Contractor's expense. Contractor guarantees that they own, lease, or control adequate disposal capacity for the life of this Agreement and all extensions. Title to Commercial Construction Debris, Residential and Commercial Garbage, Trash, Yard Waste, Bulky Waste, Debris, Residential Repair Debris, Bundled Brush, Loose Brush, Rubbish, Trees, Refuse and other waste material as specified herein shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.
- 4.9 Hazardous Weather Force Majeure & Exclusions And Conditions.** Contractor may cancel a portion or all of a scheduled service day due to hazardous weather conditions. Contractor will provide immediate written notice to the City via facsimile transmission or e-mail of its cancellation of all or a portion of a scheduled service day. Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God, or other similar or different contingency beyond the reasonable control of Contractor excluding mechanical failure or labor actions. Regular service work under this Agreement does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, or Act of God, Contractor shall, at the request of the City, collect and dispose of storm related debris. A City Storm Clean-Up Rate has been included in the schedule attached hereto as Exhibit "A". Contractor agrees to provide twelve (12) hours annually of such service at no charge to the City. In the event of hazardous weather, the City shall grant to Contractor variances in route and schedules as deemed necessary to maintain the service levels as described in this Agreement.
- 4.10 Records.** The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Agreement and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance

notice. All Contractor information will be kept confidential unless covered by open-records laws.

SECTION 5. CONTRACTOR'S RELATION TO THE CITY

- 5.1 Contractor as Independent Contractor.** It is expressly agreed and understood that Contractor is in all respects an independent contractor as to the work, licenses, or privileges granted herein, notwithstanding Contractor is bound to follow the direction of designated City officials, and that Contractor is in no respect an officer, agent, servant or employee of the City. This Agreement specifies the work to be done by Contractor, but the method to be employed to accomplish this work shall be the responsibility of Contractor, unless otherwise provided in this Agreement. It is further understood and agreed that Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors and licensees; that the doctrine of respondent superior shall not apply as between the City and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.
- 5.2 Assignment.** This Agreement, and any and all rights and obligations of Contractor hereunder, may be assigned to any parent company, affiliate or subsidiary of Contractor without the consent of the City. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. No such consent will be construed as making the City a party of or to such assignment or subcontract, or subjecting the City to liability of any kind to any subcontractor. No assignment shall, under any circumstances, relieve Contractor of its liability and obligation under this Agreement, and despite any such assignment, the City shall deal through Contractor. Subcontractors will be dealt with as workers and representatives of Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of Contractor.
- 5.3 City Manager to be Referee.** To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, and the acceptable fulfillment of this Agreement on the part of Contractor; and the City Manager will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Agreement and his reasonable findings and conclusions shall be final and binding on both parties. If at any time during the term of this Agreement performance of Contractor does not meet the standards set forth herein, Contractor, upon notification by the City, shall increase the forces, tools, or equipment as needed to properly perform this Agreement. The failure of the City to give such notification shall not relieve Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement. Contractor and the City agree that the City Manager will be the final authority for the approval of

charges for any service not contemplated by this Agreement and for the disposition of any dispute regarding performance between the City, Contractor, and any customer.

- 5.4 Inspection of Work.** Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. The City Manager may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall allow authorized representatives of the City to make such inspections.
- 5.5 Taxes.** Except as specifically provided otherwise in this Agreement, Contractor shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, ad valorem, and other required taxes which may be chargeable against labor, material, equipment, real estate, and other items necessary to and in performance of this Agreement.
- 5.6 City not Liable for Delays.** It is expressly understood and agreed that, except as otherwise provided herein, in no event shall the City be liable or responsible to Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against Contractor, or from or on account of any delay from cause over which the City has no control.
- 5.7 Licenses, Permits, and Fees.** Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections, and other fees required by law or otherwise necessary to perform the services prescribed hereunder. Contractor shall also pay, at his own expense, all disposal fees associated with the collection, removal, and disposal of Refuse.
- 5.8 Term.** This Agreement shall be for a five (5) year period beginning March 1, 2013, and ending five (5) years thereafter.
- 5.9 Renewal.** This Agreement may be renewed and extended for one (1) additional five (5) year period upon the mutual agreement of both parties.
- 5.10 Termination For Cause.** If at any time Contractor shall fail to substantially perform terms, covenants, obligations or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Agreement. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from the City to remedy any failure to perform. Should the City deem the failure to perform remedied, no public hearing shall be held.

Should Contractor fail to remedy its performance, after a public hearing described herein, the City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no later than ten (10) days before a public hearing is scheduled. The notice shall

specify the time and place of the public hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement. Said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for the City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement.

- 5.11 Nondiscrimination Clause.** Contractor, in the execution, performance, or attempted performance of this service under this Agreement, shall not discriminate against any person because of sex, race, religion, color, national origin or any other protected class under federal or state law. Contractor must be an equal opportunity employer.

SECTION 6. QUALITY OF SERVICE

- 6.1 Character of Workers and Equipment.** The direction and supervision of waste collection and disposal, and salvage operations shall be by competent, qualified, properly licensed, drug free, uniformed, and sober personnel, and Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance reasonably satisfactory to the City. All subcontractors, superintendents, foremen and workers employed by Contractor shall be careful and competent. Any employee of Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or is disorderly, dishonest, under the influence of drugs or alcohol or grossly discourteous, shall be subject to disciplinary measures or termination by Contractor.
- 6.2 Cooperation of Contractor Required.** Contractor shall cooperate with authorized personnel and representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. Contractor shall have at all times a competent and reliable representative available authorized to receive orders and act on behalf of Contractor.
- 6.2.1 Contractor's Employees.** Contractor shall assure that Contractor's employees serve the public in a courteous, helpful and impartial manner.
- 6.2.2 Handling of Private Property - Contractor's Employees.** Contractor's employees collecting Refuse and Rubbish will be required to follow the regular walk for pedestrians while on private property. Care shall be taken to prevent damage to property including shrubs, flowers, and other plants.

**SECTION 7.
WORKING CONDITIONS**

- 7.1 Employee Protection.** Contractor shall comply with all applicable state and federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- 7.2 Employees' Salaries - Contractor.** Contractor is required and hereby agrees by acceptance of this Agreement to pay all employees not less than federal minimum wage and to abide by other applicable requirements of the Fair Labor Standards Act.
- 7.3 Compliance with Laws and Regulations.** Contractor hereby agrees to comply with all applicable federal, state, county and City laws and regulations (including EPA guidelines) applicable to the collection, transportation or disposal of solid waste or the operations of Contractor under this Agreement. Contractor shall indemnify and save harmless the City, all of its officers, agents, servants, licensees, contractors, subcontractors and employees against any claim or liability arising from or based upon the violation of any such laws, regulations, ordinances, orders or decrees, whether by Contractor, its officers, agents, servants, employees, licensees, contractors or subcontractors. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of this Agreement, its officers, agents, servants, employees, licensees, or subcontractors, then Contractor shall immediately desist from and correct each violation.

**SECTION 8.
INSURANCE, INDEMNIFICATION AND PERFORMANCE BOND**

- 8.1 Minimum Insurance Coverage.** Contractor at its own expense shall purchase, maintain and keep in force insurance for the duration of this Agreement.

Minimum coverage shall be established as of commencement date for this Agreement in the following amounts:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability Property Damage	\$500,000	

8.2 Requirements of Insurance.

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in conjunction with the performance of the work hereunder by Contractor, its officers, agents, servants, employees, licensees, or subcontractors. The cost of such insurance shall be borne by Contractor. Upon execution of this Agreement, a notice of cancellation endorsement will be provided to supplement the certificate of insurance and this endorsement will provide the City with 30 days notice in the event of cancellation providing written evidence of the same to the City, and shall have each policy including Worker's Compensation and Employer's Liability endorsed to provide a waiver of subrogation in favor of the City. Insurance is to be placed with insurers licensed in the State of Texas and rated A- or better by A.M. Best or A by Standard and Poor's. Such policies of insurance shall provide that in the event of cancellation or material change in the policy affecting the insured, thirty (30) days prior written notice shall be given to the City.

8.3 Proof of Insurance. Contractor shall furnish to the city copies of the required insurance policies or certificates of insurance in a form approved by the Texas Department of Insurance showing proof of the required coverage and conditions of insurance. Such proof of insurance shall be kept current throughout the term of this Agreement or any renewal thereof.

8.4 Indemnification. Contractor will be responsible for any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants, employees, licensees and subcontractors in the performance of this Agreement. The City will not be responsible for the negligence of Contractor, or any of its officers, agents, servants, employees, licensees or subcontractors. Contractor assumes all liability and responsibility for and hereby covenants and agrees to fully indemnify, hold harmless, and defend the City, its officers, agents, servants, and employees from and against any and all claims, suits, judgments, assessments, costs, and expenses (including reasonable attorneys' fees) for property damage or loss and/or personal injury, including death, to any and all persons of whatsoever kind or character, whether real or asserted, arising out of or in connection with the performance, attempted performance, or nonperformance of the work and services described hereunder by Contractor or in any way resulting from or arising out of the collection, transportation, and disposal of solid waste or refuse under this Agreement by Contractor, including the work, services, operations, and legal duties of Contractor, its officers, agents, servants, employees, subcontractors, contractors or licensees, if any, save and except any damage or loss and/or personal injury, including death, arising out of any acts or omissions of the City or the City's officers, agents, servants, or employees. Contractor shall likewise assume all responsibility and liability for and shall indemnify and hold harmless the City for any and all injury or damage to City property arising out of or in connection with any and all negligent acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, contractors or licensees, including reasonable attorneys' fees expended by the City in any suit or claim against Contractor for same.

8.5 Performance Bond. Contractor will be required to furnish a performance bond as security for the faithful performance of this Agreement. The performance bond must be in an amount equal to \$250,000 annually for a term of five (5) years. Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto. The surety on the bond shall be a corporate surety duly authorized to do business in the State of Texas.

SECTION 9. CONTRACTUAL RATES, BILLING AND FRANCHISE FEES

9.1 Contractual Rates. Contractor is authorized to charge a Monthly Contractual Rate for the collection and disposal of Acceptable Waste as follows:

- A. Residential Unit.** Monthly Contractual Rates for the twice weekly collection of Acceptable Waste shall be as set forth in the schedule attached hereto as Exhibit "A". Contractor agrees to pay City a 5% Franchise Fee and 5% Billing Fee which will be remitted as set forth in Section 9.2.
- B. Commercial and Industrial Unit.** The Monthly Contractual Rates for collection of Acceptable Waste shall be as set forth in the schedule attached hereto as Exhibit "A". Contractor agrees to pay City a 5% Franchise Fee and 5% Billing Fee which will be remitted as set forth in Section 9.2.
- C. Commercial Construction/Temporary Contracts.** Contractor may have commercial construction contracts or special temporary contracts where Contractor will bill and collect fees at the rates set forth in the schedule attached hereto as Exhibit A. Contractor is responsible for remitting to the City a 5% Franchise Fee based on these billings on a monthly basis.
- D. Special Pick Up.** Contractor may bill and collect for Special Pick Up of Acceptable Waste at the rates set forth in the schedule attached hereto as Exhibit "A". Contractor is responsible for remitting to the City a 5% Franchise Fee based on these billings on a monthly basis.

9.2 Billing and Collection. The City will serve as billing and collection agent for Residential Unit and Commercial and Industrial Unit billings. The City agrees to bill Residential Unit and Commercial and Industrial Unit customers on a monthly basis. The City agrees to pay to Contractor on or before the fifteenth (15th) business day following the end of the City's fourth weekly billing cycle in each month the Net Monthly Customer Service Charge for the preceding month. The Net Monthly Customer Service Charge shall be calculated as follows:

- A. The "Gross Residential Monthly Customer Service Charge," which is calculated by multiplying the Monthly Contractual Rate times the total number of residential monthly customers based on a monthly revenue report generated by the City;
- B. PLUS the "Gross Commercial and Industrial Monthly Customer Service Charge," which is calculated by multiplying the Monthly Contractual Rate times the total number of commercial and industrial monthly customers based on a monthly revenue report generated by the City;
- C. LESS a Franchise Fee equal to five percent (5%) of both (I) the "Gross Residential Monthly Customer Service Charge" and (II) the "Gross Commercial and Industrial Monthly Customer Service Charge";
- D. LESS a Billing Fee equal to five percent (5%) of both (I) the "Gross Residential Monthly Customer Service Charge" and (II) the "Gross Commercial and Industrial Monthly Customer Service Charge".

The City shall be entitled to establish rates by ordinance above the Monthly Contractual Rates and collect amounts greater than the Gross Residential Monthly Customer Service Charge and the Gross Commercial and Industrial Monthly Customer Service Charge to compensate for administrative costs.

- 9.3 **Sales Tax.** The City shall collect and remit all appropriate sales taxes to the State Comptroller's office of the State of Texas.
- 9.4 **Rate Increase.** Contractor will be eligible to receive an increase in Monthly Contractual Rates on March 1, 2014, 2015, 2016, and 2017, as set forth in the schedule attached hereto as Exhibit "A".

SECTION 10. WORKING POLICIES

- 10.1 **Commencement of Work.** Contractor must commence operations upon the beginning of the term of this Agreement, unless a delay is agreed upon by Contractor and the City.
- 10.2 **Operations During Dispute.** In the event the City Council shall find that Contractor has failed, or is failing to perform obligations under this Agreement, it shall be the duty of the City Council to enter into a formal finding of that fact upon the minutes and send a certified copy of such finding by certified mail to Contractor, or have same delivered to Contractor personally. In such event, Contractor shall have ten (10) days to correct or cure the failures so found by the City Council. Should Contractor fail to correct or cure such failures within such ten (10) day period, Contractor agrees that the City shall thereupon be entitled to take over all operations under this Agreement, and Contractor shall cooperate to the extent necessary to enable the City to do so.

10.3 Amendments. This Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof, and no other written or verbal agreements or understandings exist. Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent of the parties and in accordance with the City Charter and other applicable laws and ordinances provided, however, that no amendment hereto shall be effective unless made by written instrument signed by the parties hereto.

10.4 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City:

City of Euless
ATTN: City Secretary
201 N. Ector Drive
Euless, Texas 76039-3595

If to the Contractor:

Allied Waste Services of Fort Worth
ATTN: General Manager
6100 Elliott-Reeder Road
Fort Worth, Texas 76117

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

10.5 Venue. This Agreement is entered into and wholly performable in Tarrant County, Texas. Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, or be in any way connected therewith, venue for said action shall be in Tarrant County, Texas.

10.6 Ordinances. The City agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement, including all duties and obligations required of customers, and such ordinances or actions as are necessary to protect the franchise, license and privilege herein granted to Contractor from any infringement of same by third parties.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

10.8 Severability. In the event that any provision or portion thereof of this Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

10.9 Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

10.10 Hazardous Material Collection Day. Contractor will pay \$8,000 by April 1, of each year for a hazardous waste collection day once a year for the term of this Agreement.

10.11 Educational Program. Contractor shall invest \$2,000 annually for solid waste education. These funds are payable to the City for printed material to be used for educational programs for solid waste. This payment is due on or before the 15th day of October for each year of the term of this Agreement.

10.12 Special Projects. The City and Contractor agree to discuss and implement certain projects for the continued good service of the citizens of the City. Any new service standards must first be approved by the City Council.

EXECUTED this _____ day of _____, 2012, in Tarrant County, Texas.

CITY OF EULESS

ALLIED WASTE SERVICES

By: _____
Gary McKamie
City Manager

By: _____
Area President

ATTEST:

By: _____
Kim Sutter, TRMC
City Secretary

**SECTION 11.
SEVERABILITY CLAUSE**

That 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 invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or 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 invalid or unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 12.
PUBLICATION**

The City Council further directs that only the caption of this ordinance be published in accordance with Article XI, Section 3 of the City Charter.

**SECTION 13.
EFFECTIVE DATE**

This ordinance shall be in full force and effect thirty (30) days from and after its passage and publication as provided by the Euless City Charter and the laws of the State of Texas.

PRESENTED AND GIVEN FIRST READING at a regular meeting of the Euless City Council on the 25th day of September, 2012, by a vote of _____ ayes, _____ nay, and _____ abstentions.

PRESENTED AND GIVEN SECOND AND FINAL READING and approved at a regular meeting of the Euless City Council on the 13th day of November, 2012, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

APPROVED AS TO FORM:

Mary Lib Saleh, Mayor

Wayne Olson, City Attorney

ATTEST:

Kim Sutter, TRMC, City Secretary

EXHIBIT "A"
CITY OF EULESS
MONTHLY CONTRACTUAL RATES

Monthly Rates (in dollars)

Effective March 1, 2013 through February 28, 2014:

Residential curbside: \$8.23/month

Backdoor service: \$11.23/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	54.15	101.89	135.68	197.99	239.76	277.51	18.60	38.67
3 YD	76.82	134.35	177.47	236.60	291.73	333.80	27.95	38.67
4 YD	92.81	162.54	224.29	292.59	353.23	403.42	37.25	38.67
6 YD	117.56	222.74	315.54	411.45	508.90	578.29	52.58	38.67
8 YD	136.12	273.79	382.06	484.14	607.89	695.25	60.33	38.67

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	92.81	6.96	356.08	322.32
<u>30</u> YD	OPEN	92.81	6.96	425.38	322.32
<u>40</u> YD	OPEN	92.81	6.96	487.25	322.32
28 YD	COMP	NEGO	NEGO	529.18	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	553.24	NEGO
35 YD	COMP	NEGO	NEGO	613.42	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	673.58	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	697.58	NEGO

Commercial hand load two (2) times per week: \$20.88 per month (limit four (4) bags).

Casters — \$15.47/month

Locks — \$7.75/month

City facility landfill rates at the Arlington landfill: \$ 24.79/Load

City storm clean-ups (includes disposal):

Claw Truck-\$98.40/per hour/per truck

Rear load Truck: \$142.00/per hour/per truck

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
35.32	88.31	158.95	Roll off Rates Will Apply

Includes a 5% Franchise Fee and 5% Billing Fee

Direct billings by contractor for commercial construction contracts or special temporary contracts are subject to five (5) percent franchise fee only.

Monthly Rates (in dollars)

Effective March 1, 2014 through February 28, 2015:

Residential curbside: \$8.48/monthBackdoor service: \$11.48/month**Commercial Front-Load Rates****Pickups Per Week**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	55.77	104.95	139.75	203.93	246.96	285.84	19.16	39.83
3 YD	79.13	138.38	182.79	243.69	300.49	343.82	28.79	39.83
4 YD	95.60	167.41	231.02	301.37	363.82	415.52	38.37	39.83
6 YD	121.09	229.42	325.01	423.79	524.17	595.63	54.16	39.83
8 YD	140.20	282.00	393.52	498.67	626.12	716.10	62.14	39.83

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	95.60	7.17	366.76	331.99
<u>30</u> YD	OPEN	95.60	7.17	438.14	331.99
<u>40</u> YD	OPEN	95.60	7.17	501.87	331.99
28 YD	COMP	NEGO	NEGO	545.06	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	569.84	NEGO
35 YD	COMP	NEGO	NEGO	631.82	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	693.79	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	718.58	NEGO

Commercial hand load two (2) times per week: \$21.51 per month (limit four (4) bags).

Casters — \$15.93/month

Locks — \$7.98/month

City facility landfill rates at the Arlington landfill: \$ 25.53/Load

City storm clean-ups (includes disposal):

Claw Truck-\$101.36/per hour/per truck

Rear load Truck: \$146.26/per hour/per truck

Special Pick Up Rates

1—5 yds	6—10 yds	10—15 yds	>15 yds
36.38	90.96	163.72	Roll off Rates Will Apply

Includes a 5% Franchise Fee and 5% Billing Fee

Direct billings by contractor for commercial construction contracts or special temporary contracts are subject to five (5) percent franchise fee only.

Monthly Rates (in dollars)

Effective March 1, 2015 through February 28, 2016:

Residential curbside: \$8.73/monthBackdoor service: \$11.73/month**Commercial Front-Load Rates**
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	57.45	108.10	143.95	210.05	254.36	294.41	19.74	41.03
3 YD	81.50	142.53	188.28	251.00	309.50	354.13	29.65	41.03
4 YD	98.47	172.44	237.95	310.41	374.74	427.99	39.52	41.03
6 YD	124.72	236.30	334.76	436.51	539.89	613.50	55.78	41.03
8 YD	144.41	290.46	405.33	513.63	644.91	737.59	64.00	41.03

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	98.47	7.38	377.76	341.95
<u>30</u> YD	OPEN	98.47	7.38	451.28	341.95
<u>40</u> YD	OPEN	98.47	7.38	516.92	341.95
28 YD	COMP	NEGO	NEGO	561.41	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	586.93	NEGO
35 YD	COMP	NEGO	NEGO	650.78	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	714.60	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	740.13	NEGO

Commercial hand load two (2) times per week: \$22.15 per month (limit four (4) bags).

Casters — \$16.41/month

Locks — \$8.22/month

City facility landfill rates at the Arlington landfill: \$ 26.30/Load

City storm clean-ups (includes disposal):

Claw Truck-\$104.40/per hour/per truck

Rear load Truck: \$150.65/per hour/per truck

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
37.47	93.69	168.63	Roll off Rates Will Apply

Includes a 5% Franchise Fee and 5% Billing Fee

Direct billings by contractor for commercial construction contracts or special temporary contracts are subject to five (5) percent franchise fee only.

Monthly Rates (in dollars)

Effective March 1, 2016 through February 28, 2017:

Residential curbside: \$8.99/monthBackdoor service: \$11.99/month**Commercial Front-Load Rates**
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	59.17	111.34	148.26	216.35	262.00	303.24	20.33	42.26
3 YD	83.95	146.81	193.92	258.53	318.78	364.75	30.54	42.26
4 YD	101.42	177.61	245.09	319.72	385.98	440.83	40.71	42.26
6 YD	128.46	243.39	344.80	449.60	556.09	631.91	57.46	42.26
8 YD	148.74	299.18	417.49	529.03	664.25	759.72	65.92	42.26

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	101.42	7.60	389.10	352.21
<u>30</u> YD	OPEN	101.42	7.60	464.82	352.21
<u>40</u> YD	OPEN	101.42	7.60	532.43	352.21
28 YD	COMP	NEGO	NEGO	578.25	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	604.54	NEGO
35 YD	COMP	NEGO	NEGO	670.30	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	736.04	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	762.34	NEGO

Commercial hand load two (2) times per week: \$22.82 per month (limit four (4) bags).

Casters — \$16.91/month

Locks — \$8.46/month

City facility landfill rates at the Arlington landfill: \$ 27.09/Load

City storm clean-ups (includes disposal):

Claw Truck-\$107.54/per hour/per truck

Rear load Truck: \$155.17/per hour/per truck

Special Pick Up Rates

1—5 yds	6—10 yds	10—15 yds	>15 yds
38.59	96.50	173.69	Roll off Rates Will Apply

Includes a 5% Franchise Fee and 5% Billing Fee

Direct billings by contractor for commercial construction contracts or special temporary contracts are subject to five (5) percent franchise fee only.

Monthly Rates (in dollars)

Effective March 1, 2017 through February 28, 2018:

Residential curbside: \$9.26/monthBackdoor service: \$12.26/month**Commercial Front-Load Rates**
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	60.94	114.68	152.71	222.84	269.86	312.34	20.94	43.52
3 YD	86.47	151.21	199.74	266.29	328.35	375.70	31.46	43.52
4 YD	104.46	182.94	252.44	329.32	397.56	454.05	41.93	43.52
6 YD	132.32	250.69	355.14	463.09	572.77	650.87	59.18	43.52
8 YD	153.20	308.15	430.01	544.91	684.18	782.51	67.90	43.52

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
<u>20</u> YD	OPEN	104.46	7.83	400.77	362.78
<u>30</u> YD	OPEN	104.46	7.83	478.77	362.78
<u>40</u> YD	OPEN	104.46	7.83	548.40	362.78
28 YD	COMP	NEGO	NEGO	595.60	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	622.68	NEGO
35 YD	COMP	NEGO	NEGO	690.41	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	758.12	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	785.21	NEGO

Commercial hand load two (2) times per week: \$23.50 per month (limit four (4) bags).

Casters — \$17.41/month

Locks — \$8.72/month

City facility landfill rates at the Arlington landfill: \$ 27.90/Load

City storm clean-ups (includes disposal): Claw Truck-\$110.77/per hour/per truck

Rear load Truck: \$159.83/per hour/per truck

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
39.75	99.40	178.90	Roll off Rates Will Apply

Includes a 5% Franchise Fee and 5% Billing Fee

Direct billings by contractor for commercial construction contracts or special temporary contracts are subject to five (5) percent franchise fee only.