

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, APRIL 10, 2018 – 5:30 P.M.**

I. Call to Order

II. Informational Items

-) Staff update and Discussion of Hurst Conference Center and Hilton Garden Inn operating agreement
-) Staff update and Discussion of Artisan Theater Program

III. Discussion of Agenda Item(s) 2

Proclamation recognizing Volunteer Appreciation Week, and presentation to Volunteers-in-Action Blue Jacket recipients

Malaika Marion Farmer

IV. Discussion of Agenda Item(s) 4

Consider Ordinance 2385, first reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the city manager to sign an amended contract with Allied Waste Services of Fort Worth, LLC, for residential, commercial and industrial trash and residential recycling

Malaika Marion Farmer

V. Adjournment

Posted by: _____

This the 6th day of April 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

<p>This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.</p>
--

**REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, APRIL 10, 2018**

AGENDA:

5:30 p.m. - Work Session (City Hall, First Floor Conference Room)

6:30 p.m. - City Council Meeting (City Hall, Council Chamber)

CALL TO ORDER

INVOCATION (Councilmember Larry Kitchens)

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Proclamation recognizing Child Abuse Prevention month
2. Proclamation recognizing Volunteer Appreciation Week, and presentation to Volunteers-in-Action Blue Jacket recipients

CONSENT AGENDA

3. Consider approval of the minutes for the March 24 and 27, 2018 City Council meetings

ORDINANCE(S)

4. Consider Ordinance 2385, first reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the city manager to sign an amended contract with Allied Waste Services of Fort Worth, LLC, for residential, commercial and industrial trash and residential recycling

OTHER BUSINESS

5. Review of upcoming calendar items
6. City Council Reports - Items of Community Interest

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED

ADJOURNMENT

Posted by: _____

This 6th day of April 2018, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

Office of the Mayor

Proclamation

City of Hurst

Every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

Child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

In Tarrant County, 5,630 cases of child abuse and neglect were confirmed in 2017; and

Alliance For Children provided child-focused services to 2,310 children in 2017; and

Alliance For Children provided prevention education to over 50,000 adults and children in Tarrant County in 2017; and

Effective child abuse prevention, investigation, and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community; and

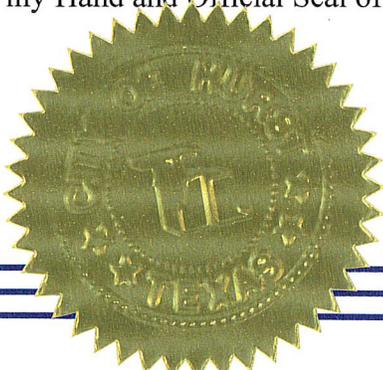
Everyone should become more aware of child abuse prevention and consider helping caregivers raise their children in a safe, nurturing environment.

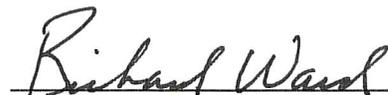
NOW, THEREFORE, I, Richard Ward, Mayor of the City of Hurst, on behalf of the entire Hurst City Council and all our citizens, do hereby proclaim the month of April 2018 as

Child Abuse Prevention Month

in the City of Hurst, and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

WITNESS my Hand and Official Seal of the City of Hurst on this 10th day of April 2018.





Mayor Richard Ward

City Council Staff Report

SUBJECT: Recognition of the 2018 Blue Jacket Volunteers in Action (VIA)	
Supporting Documents:	
List of Recipients VIA Proclamation	Meeting Date: 4/10/2018 Department: Administration Reviewed by: Malaika Marion Farmer City Manager Review:
Background/Analysis:	
<p>The VIA (Volunteers in Action) Blue Jacket Ceremony is held every year in the spring in coordination with National Volunteer Appreciation Week. Volunteers who have reached the 200 hour mark are given a Blue Jacket with the VIA logo on it in recognition of their service. The Blue Jacket recipients are presented with the Blue Jacket by the City Council during the Council meeting. This year, eleven volunteers will be honored at the 2018 Blue Jacket Ceremony.</p>	
Funding Sources and Community Sustainability:	
<p>There is no funding impact. The VIA program provides an avenue for the city to provide increased customer service and at the same time be fiscally responsible.</p>	
Recommendation:	
<p>There is no staff recommendation.</p>	

2018 Blue Jacket Recipients

Samina Cabral

Scott Goodwin

Martha Hill

Chad Householder

Phillip Istre

Paul Kinsey

Julie Meeks

Lamar Milner

Brigette Powers

Janice Trostle

Mary Wismann

Office of the Mayor

Proclamation

City of Hurst

The City of Hurst's Volunteers-In-Action (VIA) program is recognized as the first organized municipal volunteer program in the State of Texas and has received both state and national acclamations as a model volunteer program; and

Through the VIA program, the citizens of Hurst and surrounding areas have committed their time and energy to volunteer for the City of Hurst; and

Through the VIA program, volunteers have now contributed over 605,000 volunteer hours totaling nearly \$9.4 million in services; and

The overall success to the VIA program is not measured exclusively in terms of dollars, but also by the obvious commitment of each volunteer to maintaining the "Quality of Life" in Hurst.

NOW THEREFORE, I, Richard Ward, Mayor of the City of Hurst, Texas on behalf of the entire City Council and our citizens, do hereby proclaim April 15th – 21st as

Volunteers-In-Action Week

to coordinate with National Volunteer Week, and to express our sincere appreciation to our volunteer workforce for their dedicated service.

Witness my Hand and the Official Seal of the City of Hurst, Texas, on this the 10th day of April 2018.



A handwritten signature in cursive script that reads "Richard Ward".

Richard Ward, Mayor

**MINUTES
HURST CITY COUNCIL
STRATEGIC PLANNING SESSION
SATURDAY, MARCH 24, 2018**

On the 24th day of March 2018, at 7:47 a.m., the City Council of the City of Hurst, Texas, convened in a Strategic Planning Session at the Hurst Conference Center, 1601 Campus Drive, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Henry Wilson	)	Mayor Pro Tem
Larry Kitchens	)	Councilmembers
Nancy Welton)	
Trasa Cobern)	
Bill McLendon)	
David Booe)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
Rita Frick	)	City Secretary
Clayton Fulton	)	Executive Director of Fiscal and Strategic Services
Malaika Farmer	)	Executive Director of Administration and Customer Services
Joe Gonzalez	)	The Management Connection, Inc.

With the following members absent: none, constituting a quorum; at which time, the following business was transacted:

1. The meeting was called to order at 7:47 a.m.
2. Discussion and Review of City of Hurst Strategic Planning Document Including Policy Statements and Strategies.

Facilitator Joe Gonzalez, The Management Connection, led City Council in a review and affirmation of the Strategic Planning Document. Joe Gonzalez facilitated Council discussion on the Strategic Planning Document and Sustainability Plan. Council confirmed the current Vision Statement, Mission Statement, Core Values and Council Priorities.

3. Discussion of strategic planning issues relative to economic conditions, redevelopment initiatives and budget impacts.

Councilmembers discussed and City Manager Clay Caruthers provided an overview of accomplishments relative to the redevelopment initiatives expressing how valuable Council's vision and leadership is to the sustainability of the community. Mr. Caruthers provided updates on departmental actions and accomplishments relating to Council's policy statements and key

goals. Councilmembers discussed future steps regarding the Sustainable Neighborhood Plan including staff tying programs and projects to the plan, Council prioritizing plan needs and seeking citizen input regarding the plan. Council discussed the scope of the plan and the need to take small steps to achieve progress and respond to citizens' desire for accomplishments. Council discussed the need to focus on the entire City, not just specific areas, and recognize the plan as a living document to be reviewed and revised to meet the community needs. Council also discussed the importance of communication and methods of communication by staff and Council, including the establishment of guidelines or policy for such. City Manager Caruthers stated staff will work with the city attorney to develop guidelines and schedule a work session for further discussion.

4. Informational Items – None.

ADJOURNMENT - The Strategic Planning Session was adjourned at 10:50 a.m.

APPROVED this the 10th day of April 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**Minutes
Hurst City Council
Work Session
Tuesday, March 27, 2018**

On the 27th day of March 2018, at 5:37 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at Hurst City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Henry Wilson	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Nancy Welton)	
Larry Kitchens)	
David Booe)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Clayton Fulton	)	Executive Director of Fiscal and Strategic Services
Malaika Marion Farmer	)	Executive Director of Administration and Customer Service
David Palla	)	Fire Chief

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

I. Call to Order – The meeting was called to order at 5:37 p.m.

II. Informational Items

-) Staff update and discussion of Household Hazardous Waste and Good Neighbor Day Programs. Executive Director of Administration and Customer Service Malaika Marion Farmer briefed Councilmembers on changes to the Household Hazardous Waste and Good Neighbor Day Program noting the April 14 Household Hazardous Waste Program will include shredding this year, and changing the Good Neighbor Day Program to Saturday collection days. She stated the Saturday curbside collection days will be April 21 and April 28 and, in addition, April 14 is a free landfill day at the Arlington location. She stated staff will promote all available options and also noted the financial savings obtained by changing to this format.
-) Staff update and discussion of Volunteer-In-Action Blue Jacket Ceremony and Volunteer Appreciation Banquet. Executive Director of Administration and Customer Service Malaika Marion Farmer briefed Councilmembers on the upcoming dates,

noting the Blue Jacket ceremony will be at the April 10 Council meeting and the Volunteer Appreciation Banquet, April 18.

III. Discussion of Agenda Item(s) 3

Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue Certificates of Obligation, including the adoption of Resolution 1697 pertaining thereto.

Executive Director of Fiscal and Strategic Services Clayton Fulton briefed Councilmembers on the proposed resolution authorizing publication of notice of intention to issue Certificates of Obligation and stated this item is to authorize publication of the notice to issue debt for a portion of the line on the Valley View Branch Wastewater Interceptor. Mr. Fulton reviewed funding options and savings associated with the Texas Water Development Board (TWDB) grant. City Manager Clay Caruthers noted the project does not take in the whole line, and that the entire project would be phased, based upon available funding.

IV. Discussion of Agenda Item(s) 4

Consider Resolution 1696 adopting the 2018 Parks, Recreation and Open Space Master Plan.

Deputy City Manager Allan Heindel briefed Councilmembers on the proposed Parks Master Plan noting this is the fourth plan update, the last being in 2006. He stated as part of the Texas Parks and Wildlife Department Master Plan Guidelines, the City is required to adopt an official master plan in order to qualify for future grant funding opportunities. Mr. Heindel introduced Regional Director Lenny Hughes of Halff and Associates who applauded Hurst's parks system and reviewed the plan review process. Councilmember Kitchens noted the correlation between the Catalyst Redevelopment Plan and the Parks Master Plan regarding trails and the strong recommendations in both studies. Mr. Heindel noted the question is always how to fund these items, with the one-half cent sales tax programmed out, the plan will depend on grants and identifying other funding sources. Councilmember Booe noted he receives numerous questions regarding the lack of parks further north.

V. Discussion of Agenda Item(s) 5

Consider authorizing the city manager to enter into an Ambulance Billing Contract (including the cost for ESO software) with Wittman Enterprises, LLC, for three years, with two one-year renewal options for a maximum of five years.

Fire Chief David Palla stated this request is to renew the existing ambulance billing contract with amendments, including the City being responsible for credit card fees, purchase of software, a 3-year contract extension, and contract changes, but leaves the collection rate at 5%. City Manager Clay Caruthers stated this is a good example of outsourcing, in that he did not believe the process could be accomplished in-house.

VI. Adjournment – The meeting adjourned at 6:20 p.m.

APPROVED this the 10th day of April 2018.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Richard Ward, Mayor

**City of Hurst
City Council Minutes
Tuesday, March 27, 2018**

On the 27th day of March 2018, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Richard Ward	)	Mayor
Henry Wilson	)	Mayor Pro Tem
Bill McLendon	)	Councilmembers
Nancy Welton)	
Larry Kitchens)	
David Booe)	
Trasa Cobern)	
Clay Caruthers	)	City Manager
Allan Heindel	)	Deputy City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Greg Dickens	)	Executive Director of Public Works
Clayton Fulton	)	Executive Director of Fiscal and Strategic Services
Malaika Marion Farmer	)	Executive Director of Administration and Customer Service
David Palla	)	Fire Chief

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

The meeting was called to order at 6:30 p.m.

Councilmember Nancy Welton gave the Invocation.

The Pledge of Allegiance was given.

CONSENT AGENDA

1. Considered approval of the minutes for the February 23 and 27, 2018 City Council meetings.
2. Considered Ordinance 2384, second reading, approving a tariff and authorizing an annual rate review mechanism (RRM) for Atmos Energy Corp., Mid-Tex Division.

Councilmember Wilson moved to pass the consent agenda. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Cobern, Wilson, and Welton
No: None

RESOLUTION(S)

3. Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue Certificates of Obligation, including the adoption of Resolution 1697 pertaining thereto.

Mayor Ward recognized Executive Director of Fiscal and Strategic Services Clayton Fulton who stated this item is to authorize publication of the notice to issue debt for a portion of the line on Valley View Branch Wastewater Interceptor that has been prioritized by the Public Works Department. He stated the recent rain events underscore the need to address the issue as the line was overwhelmed. Mr. Fulton reviewed proposed funding and financing options including a program through The Texas Water Development Board (TWDB). He stated under Council direction, staff applied for a Clean Water State Revolving Fund Loan, which includes a 15% reimbursement grant resulting in a net \$1.36 million Certificate of Obligation. He explained, with the opportunity for combining the grant and debt financing, there is the opportunity for a projected \$585,000 savings over the 20-year life of the bond.

Mayor Ward recognized Denise Fields, 501 Oak Park Drive, Hurst, who provided pictures of a recent event where infiltration of the sewer system caused water and solids to get into a friend's house and others, in this area. She stated the pictures show how bad the situation was and also expressed appreciation to Councilmember Kitchens and Public Works employee Bubba Moore for their work. City Manager Clay Caruthers thanked Ms. Fields noting this type of situation is rare in Hurst and that Executive Director of Public Works Greg Dickens will contact the City of Bedford regarding their line maintenance as they tie into this line and could be part of the infiltration. Mr. Dickens reviewed the timeline for the project, indicating the bid should be awarded in June or July, and it would take approximately 6 to 8 months to complete the project. He explained this is not the only portion of the section that needs improvement, and funding determines the progress. He also stated a significant rainfall event on top of a saturated ground significantly contributed to the recent infiltration event.

Councilmember Kitchens moved to approve Resolution 1697 authorizing publication of notice of intention to issue Certificates of Obligation. Motion seconded by Councilmember McLendon. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Cobern, Wilson, and Welton
No: None

4. Considered Resolution 1696 adopting the 2018 Parks, Recreation and Open Space Master Plan.

Mayor Ward recognized Deputy City Manager Allan Heindel who briefly reviewed the Parks Master Plan noting this is the fourth plan update, the last being in 2006. He stated, as part of the Texas Parks and Wildlife Department Master Plan Guidelines, the City is required to adopt an official master plan in order to qualify for future grant funding opportunities. He explained most grants require a local match and future projects will be based on available funding and priority, and reiterated this is only a plan. Mr. Heindel introduced Lenny Hughes, Halff and Associates, who presented the plan, reviewed the components of the update including inventory, surveys, needs assessment and several recommendations. Mr. Hughes praised the condition and amenities of City parks and stated the Senior Center is exceptional. He reviewed recommendations for the existing park system including facilities and noted the plan will be in place for the next 10 to 15 years, and elevate chances for grant opportunities, not only with the Texas Parks and Wildlife Department but also North Central Texas Council of Governments.

In response to Councilmembers' questions, Mr. Hughes reviewed the grant process for 2019. Councilmembers noted the link between this report and the Catalyst Redevelopment Report and how they should be incorporated; the difficulty in identifying funding sources and how needs are addressed throughout the City.

Councilmember McLendon moved to approve Resolution 1696 adopting the 2018 Parks, Recreation and Open Space Master Plan. Motion seconded by Councilmember Welton. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Cobern, Wilson, and Welton

No: None

ACTION ITEM(S)

5. Considered authorizing the city manager to enter into an Ambulance Billing Contract (including the cost for ESO software) with Wittman Enterprises, LLC, for three years, with two one-year renewal options for a maximum of five years.

Mayor Ward recognized Fire Chief David Palla who stated this request is to renew the existing ambulance billing contract with amendments, including the City being responsible for credit card fees, purchase of software, a 3 year extension of the contract, contact changes, but leaves the collection rate at 5%.

Councilmember Wilson moved to authorize the City Manager to enter into an Ambulance Billing Contract (including the costs for ESO software) with Wittman Enterprises, LLC, for three years, with two one-year renewal options for a maximum of five years. Motion seconded by Councilmember Kitchens. In response to Councilmember Booe's question, Chief Palla stated the City's Information Technology Department would no longer have to do maintenance and it will be a more stable platform. Motion prevailed by the following vote:

Ayes: Councilmembers McLendon, Booe, Kitchens, Cobern, Wilson, and Welton
No: None

OTHER BUSINESS

6. Council reviewed of the following advisory board meeting minutes:
-) HEB Teen Court Advisory Board Scholarship Committee – February 1, 2018
 -) HEB Teen Court Advisory Board – February 1, 2018 and February 13, 2018
 -) Senior Citizens Advisory Board
 -) Parks and Recreation Board
 -) Library Board

Councilmember Cobern noted the April 12, 2018 Teen Court Gala and the two scholarships being awarded to students this year. Councilmember Booe noted he had several Senior Board members recommend reducing the number of members on the board, and requested the recommendation be placed in the record for future consideration.

7. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the following calendar items:
-) Friday, March 30, 2018, City Offices closed, holiday.
- City Secretary Rita Frick reviewed the following May 5, 2018 General and Special Election dates:
-) Early Voting April 23 – May 1 with hours and locations listed on the City and Tarrant County Election websites and Election Day, May 5, 2018, 7:00 a.m. – 7:00 p.m., Hurst Public Library.
 -) Councilmember Cobern also noted the May 22, 2018 Primary Run Off Election.
8. City Council Reports - Items of Community Interest

Councilmember Cobern introduced Kayleigh, a Birdville High School student from the City's Youth in Government Program, who spent time with her today as part of the government program.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED.

No one spoke.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

APPROVED this the 10th day of April 2018.

ATTEST:

Rita L. Frick, City Secretary

APPROVED:

Richard Ward, Mayor

City Council Staff Report

SUBJECT: Consider an amended contract with Allied Waste Services of Fort Worth, LLC to supersede all previous contracts with Allied Waste Services, Inc., dba Republic Services for residential, commercial, and industrial trash, and residential recycling services

Supporting Documents:

Proposed amended contract with Allied Waste Services of Fort Worth, LLC, dba Republic Services of Fort Worth Ordinance 2385

Meeting Date: 4/10/2018

Department: Administration

Reviewed by: Malaika Marion Farmer

City Manager Review:

Background/Analysis:

The City of Hurst contracts with Allied Waste Services, Inc., dba Republic Services, for the exclusive collection and disposal of residential, commercial, and industrial trash and residential recycling. This contract was competitively bid and awarded to Republic Services in 2003; extended in 2008, 2011, and 2013; and most recently, amended in October 2017 to increase the residential, commercial and industrial trash and residential recycling rates by 3% effective November 1, 2017.

Now, Allied Waste Services of Fort Worth, LLC, a Texas Limited Liability Company, dba Republic Services of Fort Worth, and a wholly owned subsidiary of Allied Waste Systems, Inc., a for-profit Delaware corporation, respectfully requested amending the existing contract for collection and disposal of residential, commercial, and industrial trash and residential recycling. The amended contract would include providing the current level of service and add an option for the Good Neighbor Day Program. Instead of providing free containers for the event, if the City chooses, Republic Services of Fort Worth will provide additional citywide curbside pick-up days in the Spring and Fall. With these changes, the rates will remain the same until November 1, 2018. Per the proposed amended contract, the residential, commercial and industrial trash and residential recycling rates will increase by 3% annually, effective November 1, 2018, and an additional 3% effective each subsequent November 1 until the end of the contract on May 31, 2023, unless it is further extended. Based on an analysis of the market and that Republic Services of Fort Worth has been a valued partner over the years, staff agrees with their request.

Funding Sources and Community Sustainability:

There is no fiscal impact. The contract with Republic Services of Fort Worth ensures we best meet the needs of the community in a financially responsible manner in support of the Hurst Way.

Recommendation:

It is recommended that the City Council approve Ordinance 2385, first reading, amending Chapter 9.5 of the Hurst Code of Ordinances and authorize the city manager to sign an amended contract with Allied Waste Services of Fort Worth, LLC, for residential, commercial and industrial trash and residential recycling.

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

This Agreement is made and entered into by and between the CITY OF HURST, a municipal corporation of Tarrant County, Texas (hereafter referred to as "CITY"), and ALLIED WASTE SERVICES OF FORT WORTH, LLC, a Texas Limited Liability Company, dba REPUBLIC SERVICES OF FORT WORTH, and a wholly owned subsidiary of ALLIED WASTE SYSTEMS, INC., a for-profit Delaware corporation (hereafter referred to as "CONTRACTOR"). CONTRACTOR and CITY are the only parties to this Agreement.

WHEREAS, CITY and CONTRACTOR desire to enter into a contract for CONTRACTOR to collect and dispose of garbage, recycling, trash, brush, and waste within CITY;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained and stated, it is hereby understood and agreed by the parties hereto as follows:

Term: The term of this agreement shall be for a period of five (5) years beginning June 1, 2018 and terminating May 31, 2023, with one (1) five-year renewal subject to the limitations, terms, and conditions hereinafter specified and set forth in this agreement.

Exclusivity of Contract Rights: CONTRACTOR shall have the sole and exclusive privilege to provide the following service within the corporate limits of CITY:

- a. Residential Curbside Service
- b. Residential Back Door Service
- c. Residential Senior Citizen Curbside Service
- d. Residential Senior Citizen Backdoor Service
- e. Residential Recycling Service
- f. Special On-Call Brush Collection Service
- g. Commercial Curbside Service
- h. Commercial Front-End Loader Service
- i. Commercial Rolloff Schedule Service
- j. Commercial Rolloff Temporary Service
- k. Commercial Compactor Service

CONTRACTOR shall at all times have the right of first refusal to the collection of dead animals and Hazardous Waste from Residential and Commercial Premises.

Definitions: The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

Acceptable Brush means Brush that is securely tied together, forming an easily handled package not exceeding 4 feet in length or 50 pounds in weight.

Acceptable Waste means any and all waste that is Solid Waste and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste," as defined herein. No garbage that produces noxious odors is allowed.

Agreement means this Citywide Solid Waste Collection and Recycling Services Agreement.

Backdoor Service means waste pickup from behind the building line, if the waste to be picked up is visible from the side of the building facing the street and the waste is placed in such a manner clearly visible from the street as to be accessible without entering a gate. Backdoor service shall be provided at a cost higher than the proposed curbside service.

Bulky Waste means Solid Waste that is too large, heavy or bulky to be collected during normal Garbage collection, including but not limited to Brush other than Acceptable Brush, refrigerators, stoves, water heaters, other large appliances, and materials resulting from minor remodeling, but excluding Construction Debris, dead animals, and Stable Matter with weights or volumes greater than those allowed for Containers; nothing that constitutes Unacceptable Waste will be considered Bulky Waste.

Brush means tree, shrub, and bush trimmings.

Commercial Refuse means All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial premise; nothing that constitutes Unacceptable Waste will be considered Commercial Refuse.

Commercial Premise means all premises, locations or entities, public or private, requiring waste collection within the corporate limits of CITY, not a Residential Premise.

Commercial Hand Collect Unit means a retail or light commercial type of business that generates no more than one (1) cubic yard of waste per week.

Commercial Waste means all Acceptable Waste generated by a Customer at a Commercial Premise excluding Unacceptable Waste.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container means a receptacle with a capacity of less than 33 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. Container

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

can also be plastic garbage sack. When loaded, Container shall not exceed fifty (50) pounds.

Customer means a Residential user, Commercial Hand Collect user, or Commercial user who generates waste.

Debris means dirt, concrete, rocks, bricks, lumber, plaster sand or gravel, other waste building materials, automobile frames, or large, uncut dead trees.

Garbage means Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Hazardous Waste means any Solid Waste characterized, identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 USC, §6901 et seq., as amended, or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Landfill means a lawfully permitted facility used by CONTRACTOR where solid waste is disposed of between layers of earth.

Medical Waste means Solid Waste generated by health-care-related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes special waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 or any successor. The term does not include waste produced on farmland and rangeland as defined in Agriculture Code, §252.001(6) or any successor, nor does the term include artificial, nonhuman materials removed from a patient and/or requested by a patient, including but not limited to orthopedic devices and implants.

Premises means all public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials means material that has been recovered or diverted from the non-hazardous Solid Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials. Recyclable Materials is not

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

Solid Waste. However, Recyclable Materials may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material.

Recycling means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete, are collected, separated, ground or processed and returned to use in the form of raw materials used in the production of new products or for any beneficial purpose. Except for mixed Municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.

Recycling Container means a plastic receptacle with lid for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of 65 gallons provided by Contractor.

Refuse means residential and Commercial Bulky Waste, Construction Debris and Stable Matter generated at a Residential or Commercial premises; Refuse excludes Debris not included in Construction Debris definition and Unacceptable Waste.

Residential Waste means all Acceptable Waste generated by a Customer at a Residential Premise excluding Unacceptable Waste and Debris, but including Acceptable Brush and Bulky Waste.

Residential Premise means a dwelling within the corporate limits of CITY occupied by a person or group of persons comprising not more than four families. A Residential Premise shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Premise, except that each single-family dwelling within any such Residential Premise shall be billed separately as a Residential Premise.

Rubbish means nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit.)

Special Waste means waste that is defined as such by applicable state or federal regulation and which because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

the human health or environment. *Special Waste* shall include (a) waste from a non-residential source, (b) dead animals, (c) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (d) waste transported in bulk tanker, (e) liquid waste, (f) sludge waste, (g) waste from an industrial process, (g) waste from a pollution control process, and (h) residue and debris from the cleanup of a spill or release of chemical, and (h) any other waste which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the Landfill, as determined by CONTRACTOR in its sole discretion.

Solid Waste means any Garbage, Rubbish, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, and community and institutional activities. The term does not include: (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under the Water Code, Chapter 26; (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under the Natural Resources Code; (d) Special Waste; (e) Medical Waste; or (f) Hazardous Waste; 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.

Stable Matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unacceptable Waste means any and all waste, the acceptance and handling of which by Lessee or the disposal of which in a landfill would cause a violation of any landfill permits or applicable laws or which is prohibited by applicable laws, cause substantial damage to all or any portion of the landfill or any improvements thereon or equipment used in connection therewith, Lessee's equipment or facilities, or present a substantial danger to the health or safety of the public or CONTRACTOR'S or CITY'S representatives, agents or employees, including (without limitation) Hazardous Waste, Medical Waste, Special Waste, asbestos, Brush which is not Acceptable Brush and refrigeration appliances that have not had CFC's removed by certified technician. Unacceptable Waste also includes waste which is prohibited from disposal at the Landfill by CONTRACTOR including tires, concrete, and bulk petroleum or chemical products or by-products; liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes, sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants or dead animals and/or slaughterhouse waste, except for

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

animals euthanized under authority and direction of CITY.

TYPES OF COLLECTION

1. Residential Collection: CONTRACTOR shall provide curbside collection service or Backdoor Service for collection of Residential Waste twice (2x) per week. North of 183 will be serviced on Monday and Thursday and South of 183 will be serviced on Tuesday and Friday. CONTRACTOR shall provide recycling service to each residential premise once (1x) per week according to proposal. City approved Containers (plastic bags or trash cans) and/or Recycling Containers, and Acceptable Brush bundles shall be placed at curbside by 7:00 a.m. on the designated collection day.

CONTRACTOR shall be required to pick up all Residential Waste located at the curb of Residential Premises, provided the same is properly prepared, bagged or stored for collection in Containers, or properly bundled, although Bulky Waste will not be required to be in Containers. CONTRACTOR shall also be required to pick up all Acceptable Brush during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds, and any other Brush which is not Acceptable Brush, each may be disposed of by CONTRACTOR for a rate to be set by CONTRACTOR, subject to approval by CITY. At customer's request, Rubbish and Brush that are not contained in Containers or are not Acceptable Brush may be collected and disposed of by CONTRACTOR for a special haul fee mutually agreed upon by CONTRACTOR and such customer. The special haul fee will be defined as a specific cubic yard measurement (Fees are outline in the disposal rate ordinance).

2. Commercial Collection: CONTRACTOR shall provide for the collection of Commercial Waste from Commercial Premises according to requirements of CITY at rates approved by CITY. Commercial service charges will be determined by size of container requested and frequency of pickup. Tonnage or weight has no bearing in charges for collection of Commercial Waste. Collection service shall be at least once per week (1x) to maintain the Commercial 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. CITY shall be the sole determinant of acceptable dumpster pads, locations, and screening, excluding roll-off's. CONTRACTOR will bill regular commercial customers and remit all franchise fees to CITY on a monthly basis with a report on billings and collections. CITY may require additional capacity or frequency of collections to ensure sanitary conditions are maintained on Commercial premises. In the event the CITY deems current frequency does not ensure sanitary conditions and commercial customer is asked to alter container size and/or frequency of pickup, CONTRACTOR will be compensated additional charges for additional capacity or frequency at rates approved by the CITY.

3. Residential Curbside Recycling

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

CONTRACTOR will provide each Residential Premise a Recycling Container for Recyclable Materials. Each household will be provided a 65 gallon recycle cart with the option for residents to up size to a 95-gallon cart. CITY will maintain the current recycling schedule of south of Harwood Road to be collected Thursday, and residents north of Harwood to be collected on Friday. The collection of the Recyclable Materials shall occur at the curb. CONTRACTOR shall collect cardboard outside of the recycling cart if broken down. CONTRACTOR shall also provide CITY a recycling report detailing volume collected and participation rate on a monthly basis. CITY will accept percent of diversion for reporting.

) MATERIAL

- o The following materials shall be included in the Recyclable Materials collected by CONTRACTOR under this Agreement:
 - a. Office Paper
 - b. Newsprint
 - c. Magazines
 - d. Aluminum Beverage Cans
 - e. Steel/Tin Cans
 - f. HDPE & PET Plastic Bottles #1, #2, #3, #4, #5, #7
 - g. Household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
 - h. Colored glass
 - i. Cartons
 - j. Plastic grocery bags, dry cleaner bags, newspaper bags

CONTRACTOR shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. CONTRACTOR will identify the buyers of the Recyclable Materials upon request by CITY. To the fullest extent possible, Recyclable Materials should be protected by the customer against contaminants that require disposal at the Landfill. CONTRACTOR shall be totally responsible for the processing and marketing of all Recyclable Materials collected pursuant to this Agreement.

Non-Collection of Recyclable Materials

If CONTRACTOR employees determine that the Recyclable Materials set out by the resident falls outside the definition in this Agreement of what is acceptable Recycling Materials or includes Unacceptable Waste, CONTRACTOR may leave the inappropriate materials in the Recycling Container. A sticker shall be attached to the Recycling Container explaining the reason the materials were rejected. CONTRACTOR will not

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

be required to collect Recyclable Materials mixed with Solid Waste normally collected by Solid Waste collecting crews.

Duties and Obligations of Residential Customers

CITY agrees to establish by ordinance requirements as follows:

- a. All Residential Waste shall be placed in either securely closed plastic bags or in closed waterproof containers, plastic or metal containers or plastic or metal cans of no more than thirty-three (33) gallon capacity.
- b. Containers shall be placed either at the curbside on the street bearing the customer's address or, for Backdoor Service, behind the building line must be visible from the side of the building facing the street and accessible without entering a gate. CITY must be notified prior to any change in acceptable locations.
- c. Waste, excluding wet materials or material that will cause disagreeable smells, shall be placed at curbside on the street bearing the customer's address in disposable containers in such a manner as to prevent such it from being scattered.
- d. Waste shall not be placed at curbside more than twelve (12) hours prior to the day of pickup. All containers shall be placed at the foregoing prescribed locations not later than 7:00 a.m. on the day of scheduled collection, if they are to be picked up.
- e. All Waste mixed with water or other liquids shall be drained before being placed into a garbage or trash container.
- f. If any Brush cannot be placed in disposable containers, it shall be cut in lengths not to exceed four (4) feet and shall be bundled and stacked at curbside to a height of not more than three (3) feet with the trunk or larger ends of the branches placed toward the street.
- g. All vines and thorny bushes shall be placed in disposable containers, and no item shall weigh more than fifty (50) pounds. A customer may receive a special pickup upon request for an additional charge, depending on the quantity of material to be removed.

Duties and Obligations of CONTRACTOR

It is expressly understood and agreed that CONTRACTOR will collect and dispose of all Acceptable Waste and Recyclable Materials accumulated on premises within the corporate limits of CITY where a charge for such service is made by CITY. CONTRACTOR will, at its own expense, furnish Landfill site, personnel, and equipment to collect waste as described herein and will establish and maintain in an efficient and businesslike manner such daily routes and special schedules as may be necessary to fulfill the waste service requirements contained in the ordinances and regulations of CITY and CONTRACTOR'S obligations set forth in this Agreement. CONTRACTOR agrees to make two pickups each week for each residence and each business not requiring

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

CONTRACTOR-furnished containers, (i.e. Commercial Hand Collect). CONTRACTOR also agrees to pickup Recyclable Materials one time per week at each Residential Premises; CONTRACTOR is not required to collect Recyclable Materials from any Commercial Premises.

Special Provisions

Most Favored Nation Clause

If, during the term of this Agreement, CONTRACTOR enters into a contract or renews or extends a contract for waste services with a city in Northeast Tarrant County (Eules, Bedford, Grapevine, North Richland Hills, Richland Hills, Hurst, Keller), which provides for Commercial Waste collection service, twice weekly residential curbside or backdoor Residential Waste pick up and once per week curbside Recyclable Materials pickup at rates which produce lower revenues to CONTRACTORS, exclusive of all franchise and/or City fees, than the rates approved as a part of this Contract agreement, then CITY shall be entitled to utilize the rate schedule agreed by CONTRACTOR for such municipality in place of those rates provided in the disposal rate ordinance.

Residential Hazardous Waste (included in base rate)

CITY currently contracts with the Fort Worth Environmental Collection Center (ECC) for the collection and disposal of Hazardous Waste generated at Residential Premises. CONTRACTOR will pay to CITY \$15,000 annually during the term of this Agreement for this service, payable to CITY by the end of October of each year.

Promotional Activities (included in base rate)

CONTRACTOR shall pay to CITY \$2,500 annually for solid waste-related marketing materials and \$2,000 annually for recycling-related marketing materials for residential and commercial purposes. These payments are due to CITY by the end of October of each year during the term of this Agreement.

Regular Service For City Owned Or Operated Facilities (included in base rate)

CONTRACTOR shall make, at no charge to CITY, the collection, transportation, and disposal of waste generated by CITY at City owned, operated, or other CITY designated sites in conjunction with CITY sponsored events. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by CITY for ongoing service or CITY sponsored special events. In the event that CITY's containers are full and need disposal more frequently than normally scheduled, CONTRACTOR will accommodate CITY when possible. Special projects, as defined in this section, shall not include major Capital projects or projects contracted by CITY to outside construction contractors for major renovations or construction projects.

Christmas Tree Recycling/Mulching Program (included in base rate)

CONTRACTOR shall provide annual Christmas tree mulching through the third weekend in January of each year during the term of this Agreement. CITY will market and advertise that residents can dispose of Christmas trees at designated facilities

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

through the third weekend in January. At this time, the site will be shut down and CONTRACTOR will mulch all trees. CONTRACTOR will provide the mulching equipment, and mulched trees will be available to regular solid waste customers at no charge, or may be used by CITY. Any storage and disbursement will be the responsibility of the CITY.

“Good Neighbor” Residential Collection Days (included in base rate)

CONTRACTOR will partner with CITY to conduct CITY’s “Good Neighbor Days.” This program shall consist of curbside collection at each residential address one time in the spring and fall OR two consecutive Saturdays in the spring and fall of each year during the term of this Agreement, allows Hurst residents an opportunity to dispose of bulky and excessive debris for their residence at no cost. CITY and CONTRACTOR will schedule for the entire year no later than December 31st for the following year.

- a. Each event weekend, CONTRACTOR will provide adequate trucks to collect bulky and excessive debris from each residential address OR up to 25, 30-yard roll off containers and a number of dumpsters to be rotated as needed throughout the day.
- b. Submit a collection report of amount disposed.
- c. CONTRACTOR will ensure a supervisor from CONTRACTOR is on duty during these days to assist in CONTRACTOR duties.

Community Relations (included in base rate)

CITY expects CONTRACTOR to participate in city-sponsored events by either donating funds to help put on the event or donate in-kind services to help the events run smoothly (i.e. dumpsters) in an amount not to exceed \$10,000. Participation in these events will require a letter from CITY’S City Manager or designee requesting appropriate services. In response, CONTRACTOR will assign dollar amount to request to help account for remaining balance throughout the year. This amount will be based on the services provided at the rates approved in conjunction with this Contract. In return, CITY will publicly designate CONTRACTOR a sponsor to increase public’s awareness of CONTRACTOR contribution to the community.

Soil Service (included in base rate)

CONTRACTOR will allow CITY to dispose of supersaturated soil from water main replacement, sewer replacement, and curb and gutter construction (provided that such soil is not toxic and only contains excavated soil that may be supersaturated and/or contain small bits of asphalt and concrete) in a 20-yard container at Service Center to be picked up on an as-needed basis or to dispose of soil directly at CONTRACTOR’S Landfill so long as all materials to be collected and disposed of do not fall outside of any regulations pertaining to hauling/disposal of waste; i.e. Special or Hazardous Waste.

Commercial Customer Billing (included in base rate)

At CITY’S, direction, CONTRACTOR agrees to bill regular commercial customers and

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

remit all CITY fees including franchise to CITY on a monthly basis. CONTRACTOR may, with CITY approval, discontinue service for failure to pay delinquent accounts. CITY will pursue all legal means, including disconnect of water service, to ensure payment to CONTRACTOR to maintain the health and safety of the community.

CONTRACTOR agrees to collect and remit all appropriate sales taxes on services to Commercial Premises to the State Comptroller's Office.

Open Landfill/Transfer Station (included in base rate)

CONTRACTOR shall provide free Landfill disposal to CITY residential customers on a Saturday, up to ten (10) times a year during the term of this Agreement, upon presentation by such customers of their water bill and driver's license. The exact dates of such free disposal shall be designated by the mutual agreement of CITY'S City Manager's Office and CONTRACTOR. All materials to be disposed of must not fall outside of any regulations pertaining to hauling/disposal of waste; i.e. Special or Hazardous Waste.

Storm Debris Management Program

In the event of a major storm, CONTRACTOR will provide, at City's request, assistance to Hurst residents in the disposal of debris, allowing residents to rid their property of fallen trees, etc. without having to schedule a special estimate by CONTRACTOR. CONTRACTOR will provide this service to Hurst residents at a rate of \$95.00 per hour per truck plus disposal for the following services: containers, boom/claw trucks, rolloff trucks, rearloaders.

Route Books Required: It is specifically understood and agreed that CONTRACTOR will utilize written route books of a type approved by CITY for use in the collection of waste and recycling from all Residential and Commercial Premises where services are supplied by CONTRACTOR under this Agreement. A copy of each such route book currently in use by CONTRACTOR shall be open to inspection by CITY upon request. CITY shall have the right to require alteration of service to such premises in the event of unsightly or unsanitary conditions due to inadequate containers or number of pickups; any such alteration will be on routes determined by CONTRACTOR.

Communication and Office: CONTRACTOR must have an office within Tarrant County limits. CONTRACTOR agrees, at its own expense, to keep a toll-free telephone number and to provide a telephone answered (mechanical answering machine is not acceptable) from 8:00 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 and/or recyclable collection service. CONTRACTOR shall keep competent personnel in such 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 CITY a telephone number by which CONTRACTOR can be contacted for after-hours'

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

emergencies. Throughout the term of this Agreement, CONTRACTOR shall establish and maintain an authorized Managing Agent and shall designate in writing to CITY Manager the name, telephone number, and address of such agent upon whom all notices shall be served by CITY and to whom complaints received from citizens of CITY may be directed. No collections will be made on Sundays.

Equipment: CONTRACTOR, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to collect and transport Acceptable Waste and Recyclable Materials from accounts serviced by CONTRACTOR in accordance with this Agreement. CONTRACTOR will replace residential trucks with new equipment as soon as such becomes available after the beginning of this contract and will maintain average vehicle age to stay within specified limits. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of CITY nor while in route to the Landfill.

Due to street size variations in CITY, CONTRACTOR will need to provide equipment that will accommodate such public streets. Special collections shall be made using appropriate equipment. Damage caused by collection equipment such as broken curbs or sidewalks and ruts off pavement shall promptly be repaired or replaced at CONTRACTOR'S expense if such damage is determined to have been caused by or the result of CONTRACTOR'S equipment or operators. CITY expects CONTRACTOR not to weave from curb to curb, drive in the middle of the road, or apply severe breaking during routes through residential streets to prevent damage to infrastructure and for safety reasons.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with CONTRACTOR'S name, telephone number and unit number legible from 150 feet. No advertising, company logo excepted, shall be permitted on vehicles. All waste collection equipment shall be maintained in a safe working condition throughout the term of this Agreement. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. In the event that one vehicle is used to serve the other purpose, a clearly visible sign should be affixed to vehicle to inform residents that the waste or recycling materials are going to the proper place. CONTRACTOR shall furnish CITY a list of all equipment to be used fulfilling this Agreement and shall update that list as may be requested by CITY. CITY may inspect CONTRACTOR'S vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to CITY. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a week. Such vehicles shall be washed as often as necessary to keep them in a neat and sanitary condition. CONTRACTOR will train drivers to protect Hurst streets and not make sudden breaking stops that will damage street surfaces.

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

Spillage: CONTRACTOR shall not be responsible for scattered waste unless the same has been caused by its acts or those of any of its employees, in which case all scattered waste shall be picked up immediately by CONTRACTOR. A fork, push broom and a scoop-type shovel shall be maintained on each truck for clean-up activity. CONTRACTOR shall, if necessary, hand-clean all spillage resulting from its collection activities on private property. In the event of spillage on CITY infrastructure, CONTRACTOR agrees to hand-clean all spillage, powerwash street to attempt to remove spillage stain prior to next scheduled regular pickup. CONTRACTOR will not be required to clean up or collect loose waste or spillage not caused by the acts of its employees, but shall report the location of such conditions to the designated contact of CITY so that proper notice can be given to the customer at the premises to properly contain waste. CONTRACTOR shall pick up Commercial Refuse spillage or excess waste after the customer reloads the container and shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of the commercial customer's waste or require the customer to utilize a commercial container with a larger capacity, and CONTRACTOR shall be compensated for such additional services.

Disposal of Refuse: It is specifically understood and agreed that CONTRACTOR will be responsible for disposing of all Acceptable Waste collected in accordance with the terms of this Agreement by it from premises in the corporate limits of CITY, and will not in any event dispose of same within the corporate limits of CITY.

Reports: CONTRACTOR will provide a monthly report on tons of Acceptable Waste deposited at the Landfill from CITY, as well as recycling reports on percent of diversion. A monthly consolidated financial report relating only to Acceptable Waste and Recyclable Materials collected by CONTRACTOR under this Agreement will be furnished to the CITY by the 15th of the month following the period of the report showing the number of accounts, revenues and amount withheld by CITY for billing and collection services under this Agreement.

Complaints: At a minimum, customer complaint procedures shall provide that the customer complaint will be addressed within 24 hours, excluding Sunday, of receipt of such complaint and shall be promptly resolved. CONTRACTOR shall be responsible for maintaining a log of complaints, and provide 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. CONTRACTOR shall keep and maintain in the office a daily log, electronically-generated accepted, of all the service calls that shall show the nature of the call, complaint, or communication and the disposition thereof by CONTRACTOR. CITY shall have the right to inspect the daily log at any reasonable time. Calls logged to CONTRACTOR by CITY designee shall also be contained in said

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

report. CITY may also require CONTRACTOR to e-mail such reports in a format approved by CITY.

Any missed pickups of residential waste shall be collected: the same business day if notification to CONTRACTOR is provided by 2:00 p.m.; not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. but by the close of business. No pickups will be made on Sundays. Documented late set-outs will be collected on the next regular collection cycle.

INSURANCE

SECTION A. Prior to the approval of this Agreement by CITY, CONTRACTOR shall furnish a completed Insurance Certificate to CITY, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of this Agreement and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by CITY based upon changes in statutory law, court decisions, or the claims history of the industry as well as CONTRACTOR.

SECTION C. Subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following types and amounts:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
--	--

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage \$2,500,000 each occurrence
Combined – Single Limit \$5,000,000 general aggregate

Additional Policy Endorsements: CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

Required Provisions: CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name CITY of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to CITY for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. CONTRACTOR agrees to waive subrogation against CITY of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or proposal number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of this Agreement, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;
- G. Provide for notice to CITY of Hurst at the two addresses shown below by

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

registered mail.

Insurance Notices: CONTRACTOR shall notify CITY in writing in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to CITY at the following two addresses:

City Administration
City of Hurst City Hall
1505 Precinct Line Road
Hurst, TX 76054

Risk/Purchasing Manager
City Hall
1505 Precinct Line Road
Hurst, TX 76054

SECTION D. Approval, disapproval, or failure to act by CITY of Hurst regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

Consideration: CITY will provide billing and collection services to and from all residential accounts, and will transmit funds billed, less ten percent (10%), to CONTRACTOR monthly, commencing within thirty (30) days after the effective date of this Agreement. CITY agrees to collect and remit all appropriate sales taxes on residential collection services to the State Comptroller's Office. CITY agrees to use reasonable diligence in collection of each account. Rates charged accounts will be those established or provided for by appropriate ordinance, which accounts shall be billed regardless of whether account holders put waste or recycling out for collection. CITY shall have the right to credit accounts in the appropriate amount if the customer is missed by CONTRACTOR as many as three (3) times in any billing period through no fault of the customer. The decision of City Manager in this matter shall be final.

Accounts may be written off as uncollectible after remaining unpaid for six (6) months or longer. The rate for residential curbside or backdoor garbage and waste service and recycling service shall be established by ordinance and approved by the Hurst City Council. CITY agrees to collect and remit all appropriate sales taxes to the State Comptroller's Office.

Regulation of Containers: It is specifically understood and agreed that CONTRACTOR

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

shall make Containers available to the owner or occupant of any premises within the corporate limits of CITY, excluding Residential Premises and Commercial Hand Collect customers, for storage and collection of Acceptable Wastes at the rates established for same by ordinance, and subject to the following requirements:

- a. All CONTRACTOR-supplied Containers shall be equipped with suitable covers to prevent blowing or scattering of waste while being transported for disposal of their contents;
- b. All such containers shall be cleaned and maintained regularly by CONTRACTOR so as to be in good repair, of a good appearance and free of such waste residues as may cause odor and provide a breeding place for flies and harborage for rodents; and,
- c. All such containers shall be clearly marked with CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height.
- d. CONTRACTOR will reimburse the owner of any premises where such containers are placed for any damage caused by CONTRACTOR'S employees to screening fences, buildings, gates, or other improvements on property served by CONTRACTOR so long as Commercial Customer does not create a condition that makes damage unavoidable.
- e. Containers and enclosures for containers shall be located in a manner that allows for safe access and sufficient ingress and egress to such enclosure or container. CITY is responsible for designating where containers will sit at Commercial Premises and must insure that such location allows such safe access and sufficient ingress and egress by CONTRACTOR.

Rate Increase Requests: The rates shall be adjusted annually by a three (3) percent each year on November 1st effective November 1, 2018 and reoccurring each year during the contract; however, if the economy of the Dallas Fort Worth Metroplex is negatively impacted by factors beyond the control of either party, then CONTRACTOR shall negotiate in good faith with CITY to modify or abandon any such annual rate increase(s) or adjustment(s).

All extraordinary costs, landfill fees and State pass through increases will be handled separately and will be justified by CONTRACTOR and reviewed by the City Manager separately from annual fixed percent and must be approved by Council.

Adjustments to any unit prices will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments.

Non-Collection: Should a dispute arise between CITY, CONTRACTOR and/or customer as to whether CONTRACTOR actually failed to make a collection (whether CONTRACTOR missed a pickup) the decision of CITY'S designee shall be final and

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

CITY and CONTRACTOR agrees to abide by said decision. It is specifically understood and agreed that where the owner or occupant of any premises fails to place a container out, is maintaining improper or inadequate waste Containers or is otherwise in violation of CITY'S ordinances or this Agreement with respect to the location of waste Containers or the nature, volume or weight of waste to be removed from the premises, CONTRACTOR may refrain from collecting all or a portion of such waste and will notify CITY and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard notification tag approved by CITY. Where CITY is notified by an owner or occupant that waste has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from CONTRACTOR, CITY will investigate. If the investigation discloses that CONTRACTOR has failed to collect waste from the subject premises without cause as supported by notice as described herein, CONTRACTOR will collect the same within twelve (12) hours after a collection order is issued by CITY. In all disputes between CONTRACTOR and an owner or occupant, CITY Manager or designee of CITY shall make the final decision reconciling differences and CONTRACTOR shall abide by the decision. Should CONTRACTOR fail to honor a collection order, he shall forfeit Ten Dollars (\$10.00) for each residential account and Fifty Dollars (\$50.00) for each commercial account in such dishonored order. Should CONTRACTOR fail to make a pickup due to a holiday, CONTRACTOR shall make up such pickup before the following regularly scheduled pickup day. Should CONTRACTOR fail to make at least two pickups per week, it shall forfeit to CITY twenty-five cents (\$.25) for each residential account missed by reason of such holiday; provided, however, this shall not apply when weather prevents such make up. The following days below are typical holidays for the purposes of this Agreement.

-) New Year's Day
-) Thanksgiving Day
-) Christmas Day

CONTRACTOR may observe all of the above listed holidays by suspension of collection service on the holiday. However, any deviation from regular scheduled pick up day due to any holiday observed by CONTRACTOR must be marketed to all residents within CITY. CONTRACTOR will be responsible for notifying all customers of holidays on which there will be no collection by either direct mail or inserts in City water bill. CITY will make decision as to which will ensure all residents are properly notified. In the case of inserts in water bills, CONTRACTOR will provide CITY with approved printing materials to be inserted in City water bills at least six weeks prior to interruption of service. In either case, CITY will approve in writing all mass mailings. CONTRACTOR shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

Termination: In the event of an alleged material breach by CONTRACTOR, if any, of the terms, covenants, or conditions herein contained, CITY shall notify CONTRACTOR of

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

such alleged material breach and if same is not resolved within ten (10) days from such notice, CITY may, upon a determination (at a hearing as described herein) that a breach has occurred, terminate this Agreement and revoke CONTRACTOR'S rights to provide services hereunder. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to CONTRACTOR at the address shown on the records of CITY, and a period of at least ten (10) days has elapsed since the giving of such notice in accordance with this Agreement. The notice shall specify the time and place of the hearing and shall include the alleged material breach(es) which form the basis of the proposed termination of this Agreement. The hearing shall be conducted in public by the Hurst City Council, and CONTRACTOR shall be allowed to be present and shall be given full opportunity to answer such charges and allegations as are set out against it in the notice. If, after the hearing is concluded, CITY Council shall determine that a material breach of the terms, covenants or conditions of this Agreement, as set forth in the notice, has occurred, it may terminate this agreement. This Agreement may also, at the option of CITY, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by CONTRACTOR. Upon any termination of this Agreement by CITY, whether pursuant to this or any other section of this Agreement, all amounts due by either party to the other with respect to services provided through the date of termination shall be paid in accordance with the terms of this Agreement.

Investigation and Public Hearings: CITY Council shall have full power to examine or to cause to be examined at any time, and at all times the books, papers and records of CONTRACTOR, with relation to the operation of the waste collection system within CITY. In this connection, CITY shall have the right, through CITY Council or its designee to take testimony and to compel the attendance of witnesses or the production of books, papers and records and to examine witnesses under oath and under such rules and regulations as it may adopt. If CONTRACTOR or any officer or agent or employee of CONTRACTOR does not give testimony, CITY Council shall have the power to declare this Agreement in default and to terminate it in accordance with the provisions set forth in the section above.

Access to Records and Reports: CITY shall have access at all reasonable hours to all CONTRACTOR'S records, customer service cards, and all papers relating to the operation of said CONTRACTOR with CITY.

Interruption in Service: In the event the collection and disposal of garbage should be interrupted for any reason for more than forty-eight (48) hours, CITY shall have the right to make temporary independent arrangements for the purpose of continuing this service to its residents in order to provide and protect the public health and safety.

If the interruption in service mentioned in the above paragraph continues for a period of seventy-two (72) hours, and is not caused by a catastrophe, riot, war, act of terrorism, governmental order or regulation, strike, fire, act of God, accident, changes in laws, statutes, regulations or ordinances of other similar or different contingency beyond the

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

reasonable control of CONTRACTOR, then CITY shall have the right to terminate this Agreement and the rights and privileges granted to CONTRACTOR herein.

Indemnification; Limits of Liability:

CONTRACTOR indemnifies CITY from every fine, charge, suit, action, legal proceeding, claim, demand, damage, cost, or expense arising from its operations under this Agreement, including disposal and disposal practices at the site of waste disposal of all Acceptable Waste collected by CONTRACTOR or disposed of in the Landfill operated by CONTRACTOR'S affiliated or parent company, to the extent resulting from an act or omission of CONTRACTOR, its officers, agents, servants, employees or subcontractors in the performance of this Agreement. CONTRACTOR shall not, however, be obligated to indemnify CITY for any fine, charge, suit, action, legal proceeding, claim, demand, damage, cost, or expense arising from a negligent act or omission or the willful misconduct of or willful failure to act by CITY, its officers, agents, servants or employees. CONTRACTOR shall have no liability for, relating to, or arising out of any waste, which does not constitute Acceptable Waste.

In no event shall either party be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Agreement, or the material falseness or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

Notices:

Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by any party to the other shall be deemed to have been duly given if given in writing and personally delivered, sent by nationally recognized overnight courier, sent by telegram or telecopy, or sent by mail, registered or certified, postage prepaid with return receipt requested, at the address specified below:

Except as provided above with respect to insurance-related notices, all notices shall be given to CITY at the following address:

City Administration
City of Hurst City Hall
1505 Precinct Line Road
Hurst, TX 76054

all notices shall be given to CONTRACTOR at the following address:

General Manager

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

Allied Waste Services
6100 Elliott Reeder Road
Fort Worth, TX 76117

Notices delivered personally by courier or electronic mail (email), shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing. Any party may change its address for notice hereunder by giving notice of such change in the manner provided in this paragraph.

Miscellaneous:

- a. This agreement and any and all rights and obligation of CONTRACTOR hereunder may be assigned by CONTRACTOR to any parent company, affiliate, or subsidiary of CONTRACTOR without the consent of CITY, but may be assigned to any third-party only with the prior written consent of the Hurst City Council.
- b. CONTRACTOR and CITY agree that CITY Manager will be authority for the approval of charges not contemplated by this agreement and for the disposition of any dispute between a customer and CONTRACTOR. CITY Manager may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between CITY and CONTRACTOR.
- c. CITY and CONTRACTOR shall comply with all rules and regulations of the Texas Department of Health, the Texas Water Quality Board, and the Environmental Protection Agency. CONTRACTOR further agrees to comply with all state and applicable federal laws, regulating the collection and disposal of garbage, waste, and trash.
- d. CITY agrees to pass such ordinances as are reasonably necessary to effectuate all terms of this agreement, including all duties and obligations required of residential customers; however, adoption of all municipal ordinances shall always be in the sole discretion of the Hurst City Council.
- e. 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.
- f. If any provision or portion of this agreement is for any reason unenforceable, inapplicable, or invalidated, then such provision or portion shall be reformed in accordance with applicable laws. The invalidity, inapplicability, or unenforceability of any provision of this agreement shall not affect the validity, applicability or enforceability of the other provisions or portions of this agreement.
- g. The parties hereto shall pay all of their own expenses relating to the negotiation, documentation, and closing of the transactions contemplated by this Agreement, including (without limitation) the fees and expenses of their respective counsel and other outside advisors. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be

CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT

entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which he or it may be entitled.

- h. This Agreement and the other Contract Documents supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect thereto.
- i. This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.
- j. No change or modification of this Agreement shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by all the parties hereto. No waiver of any term or condition of this Agreement shall be enforceable unless it shall be in writing signed by the party against which it is sought to be charged. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.
- k. This contract between CONTRACTOR and CITY is herein referred to as the "Agreement," the "agreement," the "Contract," or the "contract."
- l. CONTRACTOR shall keep confidential and not disclose the following Customer information without written permission from CITY, unless required to do so by law: names, addresses, telephone numbers, mobile phone numbers, email addresses, social security numbers, dates of birth, driver license numbers, identification numbers, or social media user names. CONTRACTOR shall provide CITY with copies, within five (5) calendar days of receipt by CONTRACTOR, of any subpoenas, court orders, or other legal process requesting or demanding such Customer information. This duty of confidentiality shall survive the termination of this contract.
- m. This contract shall be governed and interpreted under the laws of the State of Texas without regard to conflict of law provisions. Exclusive venue for any claim or dispute between CITY and CONTRACTOR shall lie in the State of Texas District Courts in and for Tarrant County, Texas.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE

ORDINANCE 2385

AN ORDINANCE AMENDING CHAPTER 9.5 OF THE HURST CODE OF ORDINANCES, ENTITLED GARBAGE; 9.5.1 DEFINITIONS; 9.5.3 RESIDENTIAL COLLECTION; 9.5.15 EXCLUSIVITY OF CONTRACT RIGHTS; REFLECTING AN AMENDED CONTRACT WITH ALLIED WASTE SERVICES OF FORT WORTH, LLC, DBA REPUBLIC SERVICES OF FORT WORTH; AND REFLECTING OTHER UPDATES DUE TO A NEW CONTRACT; ESTABLISHING AN EFFECTIVE DATE; CONTAINING A SEVERABILITY CLAUSE

WHEREAS, the City competitively bid the residential solid waste and recycling collection and commercial collection in 2003 effective February 1, 2004; and

WHEREAS, the contract, which allowed one five-year extension, was extended in May 2008, with a new expiration date of June 1, 2013; and

WHEREAS, an amendment to the contract with Allied Waste Services, dba Republic Services, allowed for a new recycling rewards program and also extended the contract end date to June 1, 2016; and,

WHEREAS, the contract was extended in October 2013, by two additional years, with a new end date of May 31, 2018, in conjunction with a recycling rate reduction; and

WHEREAS, contract was amended on October 25, 2016 increasing the residential, commercial and industrial trash and residential recycling rates by 3% effective November 1, 2016, and stated that the rates would be adjusted by an additional 3%, effective November 1, 2017, and remain in effect until the end of the current agreement; and

WHEREAS, upon request from Allied Waste Services of Fort Worth, LLC, a Texas Limited Liability Company, dba Republic Services of Fort Worth, and a wholly owned subsidiary of Allied Waste Systems, Inc., a for-profit Delaware corporation, and review of services and costs it is found that an amended contract with Allied Waste Services of Fort Worth, LLC serves the health, safety and general welfare of the public; and

WHEREAS, the City Council authorizes the City Manager to execute an amended 5-year contract for Citywide Solid Waste and

Recycling Services with Allied Waste Services of Fort Worth, LLC, effective June 1, 2018 to May 31, 2023, with the option of one additional 5-year extension, that shall supersede all previous contracts and agreements with Allied Waste Systems, Inc. and any of its subsidiaries or parent companies, if any; and

WHEREAS, the contract provides for five annual three (3%) percent rate increases to be adopted by future ordinances beginning on November 1, 2018.

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

Section 1: THAT Section 9.5-1, entitled Definitions, is amended by amending the following definitions:

~~Consumer price index (CPI-DFW) means the revised consumer price index for the Dallas/Fort Worth Metropolitan Area (CPI-DFW), twelve-month average for all items as published by the United States Department of Labor, Bureau of Labor Statistics, Region 6. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.~~

Container means a receptacle with a capacity of ~~at least 18-20 gallons, but~~ less than 33 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. Container can also be a plastic garbage sack. When loaded, Container shall not exceed fifty (50) pounds.

Recycling Container means a plastic receptacle with lid for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of ~~18 gallons~~ 65 gallons provided by Contractor.

Section 2: THAT Section 9.5-3 Residential collection – Conditions and container placement, be amended as follows:

- (1) All garbage shall be placed in either securely closed plastic bags or in closed waterproof containers, metal containers

or metal cans of no more than ~~thirty-gallon~~ thirty-three gallon capacity.

- (4) Garbage shall not be placed at curbside more than twelve (12) hours prior to the day of pickup. All containers shall be placed at the foregoing prescribed locations not later than ~~7:30 a.m.~~ 7:00 a.m. on the day of scheduled collection, if they are to be picked up.

Section 3: THAT Section 9.5-15. Exclusivity of contract rights, be amended as follows:

No person shall collect, remove or dispose of garbage containers or trash receptacles or convey or transport garbage or trash on the streets, alleys and public thoroughfares of the City except duly authorized agents or employees of the City and persons acting pursuant to a contract with the City for public collection and disposal of garbage, trash and brush. The contractor shall have the sole and exclusive privilege to provide the following service within the corporate limits of the City:

-) Residential Curbside Service
-) Residential Back Door Service
-) Residential Senior Citizen Curbside Service
-) Residential Senior Citizen Backdoor Service
-) Residential Recycling Service
-) Special On-Call Brush Collection Service
-) Commercial Curbside Service
-) Commercial Front-End Loader Service
-) Commercial Rolloff Schedule Service
-) Commercial Rolloff Temporary Service
-) Commercial Compactor Service

The contractor shall at all times have the right of first refusal to the collection of dead animals and Hazardous Waste from Residential, Commercial and Industrial Premises.

Section 4: THAT, should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the

validity of this ordinance as a whole, or any part of provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5: THAT this Ordinance shall be effective upon final passage and approval.

AND IT IS SO ORDERED.

Passed on the first reading on the ____ day of April 2018, by a vote of __ to __.

Approved on the second reading on the ____ day of April 2018, by a vote of __ to __.

ATTEST:

CITY OF HURST:

Rita Frick

Richard Ward, Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Future Event Calendar

April 10, 2018

Regular City Council meetings are held on the second and fourth Tuesday of each month. Following are additional meetings, canceled meetings and public event dates.

DATE AND TIME

April 23 – May 1, 2018
Hours and additional voting sites listed
on City website hursttx.gov or
Tarrantcounty.com/elections

Saturday, May 5, 2018
7:00 a.m. – 7:00 p.m.

Monday, May 28, 2018

ACTIVITY

City General and Special Election - Early Voting
Hurst Recreation Center - 700 Mary Drive

City General and Special Election Day
Hurst Public Library – 901 Precinct Line Road

Holiday – City Hall Closed