

AGREEMENT FOR SOLID WASTE AND REFUSE COLLECTION AND DISPOSAL SERVICES

This Agreement for Solid Waste and Refuse Collection and Disposal Services ("Agreement") is made, entered into, and effective as of the 21st day of January, 2020 ("Effective Date"), by and between the City of Kyle, a Texas home-rule municipal corporation ("City"), and Texas Disposal Systems, Inc, ("Contractor"). This agreement will commence at the end of the current Agreement which runs through March 31, 2021. The provisions in this agreement will commence on April 1, 2021 (the "Commencement Date").

WITNESSETH:

Whereas, Contractor has provided good solid waste and refuse collection and disposal services within the City since 1997 at competitive prices and rates;

Whereas, Contractor desires to renew and extend the franchise and contract for services, and to continue providing solid waste and refuse collection and disposal service within the City under the franchise and pursuant to this Agreement;

Whereas, the Council finds this Agreement is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

Whereas, the award, grant and renewal of this Agreement is authorized by State law;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor has been granted a non-exclusive franchise and license to use the City streets and public right-of-ways to provide refuse and waste collection and disposal services and to provide recycling and disposal services authorized pursuant to this Agreement.
2. The Contractor is hereby granted the sole and exclusive contract by the City for the collection and disposal of solid waste and refuse and to provide recycling and disposal services as described herein within the territorial jurisdiction of the City, and the Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide refuse collection, removal and disposal services for all residential and commercial customers as specified, and to perform all of the work called for and described in the Contract Documents.
3. The Contract Documents shall consist of and include the following documents, and this Contract does hereby expressly incorporate the same herein as if set forth verbatim in this Contract:
 - a. The General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services, attached hereto and incorporated herein for all purposes as Exhibit "A";
 - b. Attachment 1, Attachment 2 and Attachment 3 to Exhibit "A";
 - c. Certificates of Insurance; and
 - d. Written addenda and amendments to the foregoing documents agreed to by the Contractor and approved by the City Council.

4. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
5. This Agreement is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor; provided that Contractor shall act in a prompt and timely manner to cure any such impediment or failure to perform.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion thereof within the Contract Document; provided that, if Contractor seeks to invalidate or void any term or provision of this Agreement, this Agreement shall, at the sole discretion of the City, be terminated and become null and void.
 - d. The Contractor shall pay a license, permit and franchise fee to the City equal to ten percent (10%) of its gross revenues within the City, during the initial and any extended term of this Contract as provided in the Franchise and Section 1.0(4)(g) of Exhibit "A". Residential rates in the contract are rates to the City whereby the City, as the contractor's billing agent for residential customers, shall add additional administration fees and franchise fees.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Kyle, Texas, to be effective as of the 22 day of January, 2020

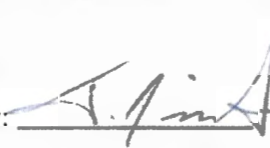
City of Kyle, Texas

By: 

Name: Travis Mitchell

Title: Mayor

Texas Disposal Systems, Inc.

By: 

Name: Thomas J. Mistler

Title: CFO/COO

EXHIBIT "A"

General Specifications, Terms, Conditions and Requirements for Solid Waste Collection and Disposal Services

GRANT. The Contractor is hereby granted the sole and exclusive right and privilege to use the public streets, alleys and thoroughfares within the territorial jurisdiction of the City to collect and dispose of solid waste and refuse, and Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential and Commercial refuse collection, removal and disposal, as specified, and to perform all work called for and described in the Contract Documents. Contractor is further authorized to provide recycling and composting services. Contractor does not have an exclusive right to dispose of or the collection and removal of domestic septage or of grease trap waste, grit trap waste, lint trap waste, or sand trap waste.

This Exhibit "A" includes the following sections:

- 1.0 Background
 - 2.0 Definitions
 - 3.0 Effective Date
 - 4.0 Terms and Termination
 - 4.1 Term
 - 4.2 Commencement of Service
 - 4.3 Effect of Termination of Franchise
 - 5.0 Scope and Nature of Service
 - 5.1 Acceptable Waste Collection
 - 5.1.1 Mandatory Pickup
 - 5.1.2 Service Provided
 - 5.1.3 Accessibility
 - 5.2 Recycling
 - 5.2.1 Curbside Pickup Authorization
 - 5.3 Residential and Multifamily Single Stream Collection
 - 5.4 Green Waste Services
 - 5.5 Bulky Waste Pickup
 - 5.6 Christmas Tree Collection
 - 5.7 Commercial Collection
 - 5.8 Roll Off Collection
 - 5.9 City Sponsored Cleanups
 - 5.10 Special Events
 - 5.11 Community Contributions and Services
 - 5.12 Municipal Facilities
 - 5.13 City Sludge
- 6.0 Collection Operations
 - 6.1 Hours of Operations
 - 6.2 Routes of Collection
 - 6.3 Holidays

- 6.4 Contractor's Office
- 6.5 Complaint Procedures and Missed Pick-Ups
 - 6.5.1 Complaint Handling by Contractor
 - 6.5.2 Missed Collections
 - 6.5.3 Penalties
 - 6.5.4 Non-Compliance Penalties
- 6.6 Responsibility for Costs
- 6.7 Ownership of Equipment
- 6.8 Vehicles & Equipment
- 6.9 Loading and Transportation
- 6.10 Employees' Conduct
- 6.11 Permits
- 6.12 Agreement Management/Administration
- 6.13 Point of Contact
- 6.14 Disposal
- 7.0 Employee Relations
 - 7.1 Equal Opportunity
 - 7.2 Personnel
- 8.0 Indemnification
- 9.0 Insurance
 - 9.1 Insurance Requirements
- 10.0 License and Taxes
- 11.0 Compliance with the Law
- 12.0 Ownership
- 13.0 Records and Reporting
- 14.0 Basis and Method of Payment
 - 14.1 Contractor's Compensation
 - 14.1.1 Initial Rate
 - 14.1.2 Adjustments to Compensation
 - 14.2 Billing and Payment Process
 - 14.3 New Accounts
 - 14.4 Delinquent and Closed Accounts
- 15.0 Default
 - 15.1 Termination on Default
 - 15.2 Franchise Termination
- 16.0 Transferability of Contract
 - 16.1 Assignment
- 17.0 Expansion of Agreement Area
- 18.0 Force Majeure: Emergency Service Provisions
- 19.0 Severability
- 20.0 Modification, Waiver
- 21.0 Miscellaneous
 - 21.1 Governing Law

- 21.2 Notices
- 21.3 Subject to Franchise
- 21.4 Anti-Boycott Verification

1.0 **BACKGROUND**

1. City and Contractor have negotiated and agreed on the terms and conditions set out herein, and Contractor will provide City with the scope of services outlined below in Section 5 in compliance with the terms, conditions and provisions provided herein.
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and there will be no amendment to the Agreement except upon the written consent of both parties, which consent shall not be unreasonably withheld.
3. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment document.
4. The Agreement is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified herein, and required by the contract documents.
 - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, strike, fire, accident, Act of God or other similar event beyond the reasonable control of the Contractor; provided Contractor shall cure such non-performance in a timely and prompt manner upon resolution of such intervening event.
 - c. The invalidity or inability to enforce any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the contract documents.
 - d. Contractor certifies that it does business as a Corporation, organized under the laws of the State of Texas.
 - e. This Agreement shall supersede a Contract between the City and Contractor dated upon the Commencement Date of this Agreement.
 - f. Contractor's timely and efficient performance of each of the duties and responsibilities of the Contractor pursuant to the Contract Documents.
 - g. Contractor shall pay City the fees provided in the Franchise. Contractor shall pay the franchise fee to the City monthly on all revenues received directly by Contractor in the preceding month; provided the City will withhold the franchise

fee from the monthly fee rate established for Residential Units in Attachment 1 as such fees are billed and collected by the City.

2.0 **DEFINITIONS**

When used in this Exhibit "A" the following words, terms and phrases shall have the meaning given in this Section 2.0 unless the context clearly indicates a different meaning. Such words, terms and phrases shall have such meanings regardless of capitalization.

Acceptable Container – Carts or containers provided by Contractor.

Acceptable Waste – Waste produced at a residential or commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps or other wastes prohibited in a municipal solid waste landfill.

Agreement – means the Agreement for Solid Waste and Refuse Collection and Disposal Services.

Agreement Area - The area within the bounds of the City at the date of this Agreement and any other areas that may be incorporated by the City during the term of this Agreement.

Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside. Yard waste may be included as bulky. Resident has a choice to place bulky or yard waste at the curb. Yard waste must be up to 3 cubic yards and must be bundled, tied, and cut into four (4) foot lengths, not to exceed 40 pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 40 pounds in weight.

Carts – A rubber-wheeled receptacle with a capacity not to exceed ninety six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting secure lids capable of preventing entrance into the container of small animals. The weight of the cart and its contents shall not exceed two hundred (200) pounds. Carts will be provided with ownership retained by Contractor, as required by the Contract.

City – The City of Kyle, Hays County, Texas.

Collection – The practice of picking up municipal solid waste using receptacles, containers, bins and equipment/vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

Commencement Date – April 1, 2021.

Commercial Refuse – All garbage generated by a producer at a commercial unit.

Commercial Unit – All commercial building or premises, locations or business, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash or Refuse may be generated, having a physical address within the corporate limits of the City, all customers and accounts that are not a Residential Unit.

Commercial Hand Collect Unit – A retail or light commercial type of business which generally generates no more than one (1) cubic yard of Refuse per week.

Commodity – Material that can be sold in a spot or future market for processing and use or refuse.

Complaint – A communication from a customer to Contractor or City concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.

Compost – green waste, yard waste, soiled paper, tree limbs no longer than 4 feet.

Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.

Construction Site - Any location, lot, site or area in the City upon which building, remodeling or construction is being performed.

Container (Commercial/Industrial) – Metal or rigid plastic receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units. No less than two (2) cubic yards nor larger than eight (8) cubic yards.

Contract Year – Each 365 or 366 day period during the term hereof commencing upon the Commencement Date of the Agreement and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.

Contractor – Texas Disposal Systems, Inc..

Customer – An occupant of a Residential Unit or Commercial Unit who generates refuse.

Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this contract.

Disposal Site – A refuse depository licensed and permitted by the State of Texas selected for use by Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush, construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Effective Date – January 21, 2020.

Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Household Waste – Any waste produced at a Residential Unit, such as paper, sweepings, dust rags, bottles, cans or other Garbage, which is usually attendant to housekeeping, but not including Hazardous Waste.

Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.

Industrial Unit – All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site, or (ii) processed by dust collection units and stored in forty (40) cubic yard (minimum) containers for hauling to the disposal site or (iii) collected for disposal with a frequency or more than one time per week in forty (40) cubic yard containers, having a physical address in the City and not a Residential or Commercial Unit.

Landfill – A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.

Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings and Christmas trees), discarded Appliances, Home Furniture and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Multi-Family Dwelling – Any single structure occupied by more than two families. The owners of two or more such dwellings on contiguous lots may, at their one time option, have such dwellings considered residential dwellings with each occupant establishing an account with the City of Kyle and being responsible for payment of the monthly Residential fee or have such dwellings considered Commercial accounts with services provided under terms and conditions of the Commercial Solid Waste Collection and Disposal Ordinance.

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

Producer – An occupant of a Commercial, Industrial or Residential unit that generates Refuse.

Recycling – “Recycle” or Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown and clear glass; plastics #1-#7; aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper.

Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential, commercial or industrial units, unless the context otherwise requires.

Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit – A dwelling within the agreement area occupied by a person or a group of persons comprising of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether single or multi-level construction whether single family, duplexes, triplexes and fourplexes are included and shall be treated as a Residential Unit, except that each single-family dwelling within such Residential Unit shall be separately billed and provided Residential cart collection service as a Residential Unit.

Roll Off – A unit varying in capacity between ten (10) and forty (42) cubic yards which is used for collecting, storing, transporting building materials, business trash, industrial waste, , refuse, yard waste, construction debris waste, metal waste, green waste, bulky waste, recyclable waste, or other waste types. The unit may or may not be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and

becomes an integral part of transporting the waste material to the final disposal site. Container sizes available in the City of Kyle are 10, 14, 20, 30, and 40 cubic yards.

Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance, and any and all other waste materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit) or not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Special Waste – Any waste defined on "Attachment 3" hereto and made a part hereof.

Sponsorship Agreement – That certain Texas Disposal Systems – City of Kyle Heroes/Veterans Memorial Sponsorship Contract dated on or about January 21, 2020.

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

Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of this proposal, a utility as defined above, shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.

White Goods – Appliances: Stoves, water tanks, washing machines, dryers, refrigerators, air conditioners, sinks, toilets, and like items. Refrigerators and air conditioners must have their Freon removed by a certified technician and be properly tagged before they can be picked-up. The Contractor is not required to pick-up bathtubs, shower stalls and like items. Furniture: Couches, beds, mattresses, loveseats, tables, chairs, TV's, lamps, microwaves, etc.

Yard Waste – Grass clippings, leaves, brush and shrubbery trimmings.

3.0 **EFFECTIVE DATE**

This Agreement shall be effective upon the Effective Date , and the obligation to perform under the Agreement shall begin on the 1st day of April, 2021.

4.0 **TERMS AND TERMINATION**

4.1 **Term** – The initial Term of this Agreement (the “Initial Term”) shall be for a ten (10) year period of time commencing April 1, 2021 and ending March 31, 2031; provided that the City may terminate the Agreement if the Contractor fails to perform its obligations under the Sponsorship Agreement, after notice an an opportunity to cure. After the expiration of the Initial Term, the Agreement shall automatically extend for additional one (1) year terms up to a maximum of ten (10) years (the “Extension Term”), unless the City delivers written notice (Certified Mail) to the Contractor of termination of the Agreement. To terminate the Agreement during the Initial Term, the City must deliver notice to the Contractor no earlier than 120 days before the expiration of the Initial Term of the Agreement. Thereafter, during the Extension Term, the City may deliver notice of termination of this Agreement at any time. If notice of termination is given, the Agreement shall terminate upon the earlier to occur of (a) five (5) years from the date of the written notice; or (b) March 31, 2041; provided that notice of termination given during the Initial Term shall result in the Agreement terminating on March 31, 2036. The termination of this Agreement will automatically terminate the Franchise.

The following are provided as examples to illustrate termination of the Agreement:

1. If the City gives notice to terminate the Agreement on December 1, 2030, the Agreement will terminate on March 31, 2036.
2. If the City gives notice to terminate the Agreement on October 1, 2034, the Agreement will terminate on September 30, 2039.
3. If the City gives notice to terminate the Agreement on October 1, 2037, the Agreement will terminate on March 31, 2041.

4.2 **Commencement of Service** – Contract will begin to provide services pursuant to this Contract on April 1, 2021.

4.3 **Effect of Termination of Franchise** – In the event the Agreement is terminated due to a non-renewal or non-extension of the franchise agreement, except for non-extension or non-renewal of the franchise agreement due to cause, within the first fifteen (15) years from April 1, 2021 through March 31, 2036, a claw-back provision would be activated to be paid to Contractor as a percentage of the sponsorship level set forth in the Sponsorship Agreement, to be paid back in no more than sixty (60) days after cancelation. The percentage of the claw-back will be equal to the number of months the Agreement is terminated prior to March 31, 2036 times \$8,333.33.

5.0 **SCOPE AND NATURE OF SERVICE**

This agreement grants the Contractor herein the exclusive, sole right and contract to provide solid waste and refuse collection and disposal services and within the City, to maintain the service of providing collection and to deliver for disposal of all acceptable residential and commercial

waste, garbage, trash and any and all other Refuse (as herein defined and as defined by the Municipal Solid Waste Management Regulations, any future amendments thereto or by Municipal Ordinance present or future) accumulated on premises within the corporate limits of agreement area of the City where such collection is or may be required by the City. The Contractor shall, at its own expense, furnish all personnel, property and equipment sufficient to accomplish work hereinafter described. The Contractor shall establish and maintain in an efficient and businesslike manner such routes and special schedules as may be necessary to fulfill the Refuse service requirements contained in the ordinances and regulations of the City, and any future amendments and further provisions of this agreement. The Contractor shall also provide recycling and green waste services as provided in this Agreement.

5.1 Acceptable Waste Collection

5.1.1 Mandatory Pickup

1. It is understood the state health and safety code mandates subscription to refuse service under the terms, conditions and special provisions prescribed. Contractor shall provide services pursuant to this Agreement in compliance with that code and this Agreement.
2. The Contractor shall provide not less than acceptable waste collection service to each occupied residential and commercial unit, utilizing acceptable containers, in the agreement area. Each occupied residence and commercial unit within the agreement area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this contract. The City shall, when requested, furnish the Contractor with a list of all City customers located within the agreement area.
3. Collection of refuse, garbage and trash meeting acceptable waste specifications, which for purposes of this contract shall mean that all residential and commercial units shall make use of the curbside collection service that is currently in existence within the agreement area.

5.1.2 Services Provided

1. Contractor shall provide curbside collection service for the collection of residential Refuse to each Residential Unit one (1) time per week, with a semi-automated or automated collection system utilizing a ninety-six (96) gallon cart as provided by Contractor, according to Agreement. Contractor will pick up the contents of the trash cart on each service day. The contents must be contained in the cart. Residential refuse shall be placed at curbside by 7:00 A.M. on the designated collection day, but no earlier than the evening before the regularly scheduled collection. Contractor shall place empty container(s) in the same location it was placed by the resident for collection. Contractor shall further provide the services to Residential units as provided in "Attachment 1", for and in consideration of the authorized monthly rate.

2. The contractor shall provide for the special collection or hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Excluding services, and bulky waste and materials to be collected by Contractor, pursuant to "Attachment 1" Contractor shall provide special services to Residential Unit upon terms, conditions, schedules and rates agreed by the Contractor and the City from time to time. Also, the Contractor may provide for the special collection of Dead Animals over ten (10) pounds at Residential or Commercial Units. When provided, the services described in this Section 5.1.2 shall be billed directly to the Customer by the Contractor.
3. Contractor agrees to collect all municipal solid waste utilizing containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair and a clean appearance. Contractor agrees to provide clearly visible identity and Contractor's telephone number on each vehicle.

5.1.3 Accessibility

1. All Acceptable Containers shall be readily accessible to the Contractor's crew and not blocked. Unless there are unique circumstances approved by the City, Acceptable Containers shall be placed at or within five (5) feet of the curbside, which refers to that portion of a road or right-of-way or in the alley for those areas agreed to by the City and Contractor. Acceptable containers, bulky waste and bundles shall be placed as close to roadway as practicable or within five (5) feet of roadway without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bulky waste and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bulky waste or bundle not so placed. After loading, Contractor shall clean-up spillage caused by Contractor's operations within five (5) feet of the area where the Container was placed.
2. Contractor shall make arrangements to provide special collection for those individuals with demonstrated disabilities requiring "homeside collection." Verification of the Customer's eligibility will be determined by the City. Employees of Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse.
3. Contractor shall provide for the special collection from residential and commercial units, construction debris, stable matter and brush over five (5) cubic yards. Also, the Contractor may from time to time provide for the special collection of dead animals at Residential Units at its sole discretion and upon terms and conditions, as Contractor shall specify.

5.2 Recycling

5.2.1 Curbside Pick-up Authorization

1. Contractor will provide recycling collection services to all residential customers within the City for the following:

green, brown and clear glass; plastics #1-#7 (except #6 Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junkmail, magazines, and office paper. and other materials for which a recycling market may exist and which the parties hereto agree to include in the recycling program,

one (1) time every-other-week. Contractor shall provide and distribute containers for recyclable materials that are suitable for storage and curbside pickup.

2. The Contractor will schedule and conduct ongoing recycling education programs to inform and educate City residents about the city's recycling program. Contractor will publish in the TDS Waste Wizard regarding solid waste collection schedule, recycling information, and other educational materials regarding solid waste collection and recycling. Contractor will provide to the City an annual recycling and solid waste report for the city to put on their website to inform the residents regarding the prior year's collection activities within the city. The Contractor will provide each residential customer within the City with a separate ninety-six 96-gallon cart for recyclable items, at no cost to the City or the customers.
3. The Contractor will be responsible for marketing the collection of recyclable materials. The Contractor may discontinue the collection of recyclable materials only with the approval of the City Council.
4. The Contractor will pick up recyclable materials one time every-other-week unless both parties agree on changes in frequency.

- 5.3 Residential and Multifamily Single Stream Collection – With the City Manager's approval (or designee), the Contractor will have the right to add or delete material types from time to time based upon the commercial markets for the materials. Customers will not be required to separate materials by type prior to collection. All Recyclable Materials collected by the Contractor will become its property. Such Recyclable Material shall not be comingled with Municipal Solid Waste by the Contractor. Notwithstanding, the Contractor shall not discard any portion of the collected single stream recyclables unless they make up a de minimus amount included within the nonrecyclable residual remaining after being sorted through a recyclables sorting system. Unauthorized disposal of Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited.

5.4 Green Waste Services

1. Contractor will provide curbside green waste service to all the residential customers within the City for the following:

Yard waste, leaves, soiled paper/cardboard, grass clippings, brush and tree limbs no longer than 4" in diameter, feet 4' in length and other materials for which a market may exist and which the parties hereto agree to include in the green waste program, once every-other-week.

2. The Contractor will furnish each Residential Unit with a 96-gallon cart for green waste materials. These carts will be serviced on an every-other-week basis.
3. Green Waste collection shall include paper kraft bags – Maximum of 10 bags per pickup will be placed next to green waste cart.
4. The Contractor will discontinue green waste materials collection services to any location as set forth in a written notice sent to the Contractor by the City. The Contractor will resume collection service at the location on the next regularly scheduled collection day upon written notice from the City.

5.5 Bulky Waste Pickup

1. Contractor shall provide two (2) annual curbside bulky waste collection(s) to each Residential Customer. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional bulky or brush waste collections will be provided upon request at an additional fee. Payment for additional collections will be collected by Contractor at the time of the request in advance of the pickup service.
2. The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.
3. Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.
4. Yard waste must be bundled, tied, and cut into four (4) foot lengths, not to exceed 35 pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.
5. The Contractor will make available once per month for residential customers to transport and deposit Acceptable Waste at the Contractor's landfill facility at no additional fee. Acceptable Waste will be limited to five (5) cubic yards per customer per month and will exclude commercial generated trash/yard waste. Resident MUST present a driver's license and the City of Kyle utility bill in order to utilize this service. Contractor will verify eligible customers (utility bill and driver's license must match).

The Contractor may refuse to accept anything not allowed by the landfill permit or state regulations or waste contaminated with other solid waste debris, in which case they will notify the City of reasons for rejection.

5.6 Christmas Tree Collection

Contractor will pick up Christmas trees beginning December 26th through January 31st. Trees must be natural trees (no artificial trees) with no decorations on it. Trees must be cut in half and set next to cart.

5.7 Commercial Collection

The Contractor will establish commercial routes to service the Commercial Customers within the City. The following container sizes will be offered: 96 gallon carts, 2 yard, 3 yard, 4 yard, 6 yard, and 8 yard containers. Commercial Customers will determine the container size and pickups.

It is not mandatory for Commercial Customers to recycle but if they do choose to recycle, they must use the services of Contractor.

Recycling Materials included in the exclusive contract for collection and recycling by Contractor for Commercial Customers are Single-Stream Recycling materials (referring to Section 5.2 and 5.3 of the Agreement) which include: Plastics containers #1-#7 (except #6-Styrofoam), steel, tin & aluminum containers, green, brown and clear glass containers, paper products (newsprint, cardboard, boxboard, junk mail, magazines and office paper),

Items that are recyclable that are not included in the list in the prior contract and that have a positive resale value that a commercial customer is selling on their own, will be exempt from the exclusivity of this Agreement as it relates to commercial recycling.

5.8 Roll Off Collection

The Contractor will offer Roll Off service for the City. The following container sizes will be offered: 10, 14, 20, 30, and 40 cubic yards. Contractor will offer compactor services for 30, 34, 40, and 42 cubic yard compactors serviced with a Roll Off truck.

Contractor is hereby granted the sole and exclusive rights by the City for permanent and temporary Roll Off services for collections and disposal of refuse (to include construction and demolition) within the territorial jurisdiction of the City.

5.9 City Sponsored Cleanups – The Contractor shall provide no more than ten (10) Roll Off hauls per year for cleanups as requested by the City. Each cleanup will consist of Roll Off container(s) delivered and removed at a date and location set in agreement between the City and the Contractor and as outlined in “Attachment 2”. If the City chooses not to include the cleanup option in the Contract, the rates will be set upon request by the Contractor. In the third year of the contract and each additional third year, an additional

Roll Off haul will be added to the maximum amount of hauls for the cleanup. Additional hauls may be requested based on the rates in Attachment 1.

5.10 Special Events – Services provided to the City for Special Events as part of this Contract are listed in “Attachment 2.”

5.11 Community Contributions and Services – Services and contributions will be made available to the City by the Contractor at no charge to the City as a part of this contract, and as outlined in “Attachment 2.”

5.12 Municipal Facilities – Contractor shall provide carts or commercial type dumpster(s) for collection and disposal of the City's facilities, at no charge, to the City for Refuse generated by the City. The City facilities will be collected on a regular collection schedule of once per week (unless provided otherwise) are as follows:

- VFW 103 S. Front St (1 trash cart 1 recycle cart)
- Dispatch 300 W. Center
- Library 550 Scott St.
- Park Maintenance 225 Rebel Rd.
- Public Works 520 RM 150 (1 trash cart 1 roll off)
- Lake Office 700 Lehman Rd.
- Krug Center 101 S. Burlison
- Steeplechase Park 295 Hallie Dr.
- Gregg Clarke 1100 W. Center (2 frontload containers)
- Waterleaf 628 Abundance Ln.
- City Hall 100 N. Front St. (curbside recycle carts near the back door).

And other facilities as may be added from time to time.

5.13 City Sludge - Contractor shall, during the term of this agreement including any extensions, consider, evaluate, and provide to the City a competitively based cost proposal for the acceptance, transportation, and disposal of the City's sludge produced from the wastewater treatment process from the wastewater treatment plant operated and maintained by the City of Kyle.

6.0 COLLECTION OPERATIONS

6.1 Hours of Operation – Residential collection of refuse shall be made between 7:00 A.M. and 7:00 P.M. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection due to unusual circumstances and notifies and receives approval from the City. No collection shall be made on Sunday.

6.2 Routes of Collection

1. Residential or Commercial unit collection routes for municipal solid waste shall be established by the Contractor. Contractor shall submit a map designating the collection routes for municipal solid waste and container locations on an as needed basis, unless requested more frequently by the City for their approval, which approval shall not be unreasonably withheld.
2. The Contractor may from time to time propose to the City for approval, changes in routes to collection affecting residential and commercial units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly provide written or published notice to the affected residential and commercial units.

6.3 Holidays – The following shall be Holidays for purposes of the Contract.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential and commercial units where Contractor observes Holidays.

Contractor shall be responsible for notice to the City and customers (via Waste Wizard), when Holidays will effect any regular scheduled collection day. Contractor shall be responsible for providing make-up collection for residential or commercial units collection routes that occur on specified Holidays. Make-up days shall be the next business day following the Holiday.

6.4 Contractor's Office - Contractor's office shall be in operation between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding Holidays, noted herein, and on Saturday between 8:00 am and 12:00 p.m., if collection service is provided on that day. It shall be equipped with sufficient telephones and shall have responsible personnel in charge during regular business hours. The telephone services shall be a local or toll-free call for all customers within the City. The Contractor shall provide a telephone response machine with a recording, which shall be in operation at all times when the telephones are not attended.

6.5 Complaint Procedures and Missed Pick-Ups

6.5.1 Complaint Handling By Contractor

1. The Contractor, at a minimum, shall receive and log all calls or reports from citizens regarding complaints or problems and provide copies of all complaints and logs to the City via e-mail on an as needed basis. The City shall log all complaints and refer complaints it receives to Contractor via e-mail on an as needed basis. Contractor shall investigate and respond to all complaints it receives directly or from the City within twenty-four (24) hours from the time the complaint is received on regular business days (Monday through Friday). Notwithstanding anything stated herein to the contrary, all missed pick-ups of customer's Refuse shall be treated in a manner as hereinafter set out.
2. Where the owner or occupant of any unit is maintaining improper or inadequate Refuse Containers, according to this agreement, or is otherwise in violation of this agreement with respect to the location of Refuse Containers, or the nature, volume or weight of Refuse removed from the premises, Contractor shall be entitled to refrain from collecting all or any portion of the refuse in an improper or improperly located Refuse Container provided, however, the Contractor notifies the City and the owner or occupant thereof within twenty-four (24) hours after the Contractor discovers the improper or improperly located Refuse Container and states within the notice the reason for the non-collection. Failure by the Contractor to notify the City or the owner or occupant of the improper or improperly located Refuse Container shall entitle the City to treat Contractor's non-collection in a manner as hereinafter set forth for missed collections. The City, however, shall be entitled, at any time it deems proper in its sole discretion, to order the Contractor to collect the refuse by issuing a collection order to the Contractor to collect refuse from improper or improperly located Refuse Containers.
3. Contractor will replace damaged and unusable carts within five business days after notice.

6.5.2 Missed Collections – Any missed collection shall be picked-up by the Contractor within two (2) business days of the regular pick-up day for such owner or occupant or when ordered by the City, at no cost to the City or the Customer.

6.5.3 Penalties – The City's payment to the Contractor may be reduced as follows:

1. Customer complaints, such as calls for missed pick-ups, will be directed to the Contractor for resolution. Contractor shall resolve those complaints as appropriate with the Customer. If the Contractor is unable to resolve a customer complaint within 2 business days notice from the

City Manager, or his designee, the Contractor will be subject to a fee in the amount of one half month's garbage collection charge to the complaining customer as liquidated damages resulting from the contractor's failure to resolve such complaint which will be deducted from the next payment due to the Contractor.

2. Three times the cost incurred by the City to clean up litter or fluids or repair street damage resulting from collection activities.

6.5.4 **Non-Compliance Penalties** – In the event either party shall fail to perform any of the terms, conditions, or covenants of this Agreement, except for penalties which shall be enforced under the provisions set forth above, the non-defaulting party shall notify the defaulting party in writing of the default, save and except penalties which shall be handled under the provisions above, and the defaulting party shall have no longer than thirty (30) days in which to cure the default. In the event the defaulting party does not cure the default within thirty (30) days, then both parties shall meet in the first regularly scheduled City Council meeting, the defaulting and non-defaulting parties shall examine and discuss the default or non-compliance and causes for failure to cure by the defaulting party or to comply with this agreement by the defaulting party. The parties shall attempt an amicable resolution to the default satisfactory to both parties. In the event the default or non-compliance cannot be resolved between the parties during the City Council meeting, then in such event, the non-defaulting party shall be entitled to furnish notice of termination of this agreement to the defaulting party and this agreement shall terminate sixty (60) days after the termination notice. The non-defaulting party shall further be entitled to enforce this agreement and seek all remedies in law and equity for the default or non-compliance against the defaulting party which shall be cumulative to the termination.

6.6 **Responsibility for Costs** – The Contractor shall furnish, at the Contractor's cost, all labor, materials, property, and equipment, including equipment replacement when necessary, to fulfill the scope of services under this Agreement.

6.7 **Ownership of Equipment** – All vehicles, facilities, equipment and property used in the performance of this Agreement shall be wholly owned, leased or subcontracted by Contractor.

6.8 **Vehicles & Equipment**

1. Residential units collection service will be provided by using rear or side load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped. Contractor will clean-up leakage and spills within 24 hours.

2. Commercial unit collection service will be provided by using front load, sealed trucks, not to exceed thirty-two (32) cubic yard capacity (body excluding hopper). Such vehicles shall not be allowed to leak or scatter any waste within the corporate limits of the City, nor while en route to the disposal site, where such accumulation shall be dumped.
3. Collection vehicles shall have the Contractor's name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least two (2) inches high, on each side of each vehicle, and the number painted on the rear. In the event the City shall at any time require, the Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two (2) inches in height. No advertising shall be permitted on vehicles from any third party companies.
4. If required by the City, Contractor shall submit a list of collection equipment to be used to collect solid waste within the corporate limits of the City. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventive maintenance program. The 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 the City. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.9 Loading and Transportation

1. Care shall be taken in the loading and transportation of waste so that none of the material is left either on private property or on the streets or alleys. All Refuse transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented. Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse; however, if Refuse is scattered from Contractor's vehicle for any reason, it will be picked up immediately. Any unauthorized significant amount of material covered by this Agreement left on private property or on street or alleys by the Contractor shall be cleaned up within twenty-four (24) hours, however, in no event later than the following day, upon notice from the City or by the customer. (See Section 6.5.3, Penalties.). Each vehicle will be equipped with required alarms and said alarms are not subject to City noise ordinances.
2. The Contractor shall not be responsible and is not required to pick up materials left for collection other than as specified in the agreement. The Contractor shall

not be responsible for scattered Refuse unless the same has been caused by its act or those of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location to the City staff and the residential and commercial units, which continue to set out such materials improperly, so that proper notice can be given to the customer at the premises to properly contain Refuse. Should such spillage continue to occur, City shall require the customer and Contractor to provide for an extra pick-up collection, and the Contractor shall be compensated for such additional services. All drivers utilized by the Contractor for solid waste collection within the City shall be required to observe all safety laws, including, but not limited to, compliance with all speed limit and traffic control signs. All drivers shall observe proper operation of collection vehicles in starting and stopping of such vehicles in order to avoid damage to City streets. (See Section 6.5.3, Penalties.)

3. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection. In any case, where the owner or tenants have animals at large, the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

- 6.10 Employees' Conduct – The Contractor shall require all employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible.
- 6.11 Permits – The Contractor shall take out and pay for any permits required by competent regulatory authority or any other governmental authority which may be required.
- 6.12 Agreement Management/Administration – The work included in this Agreement shall be under the administration of the City's designated duly authorized representative. The Contractor shall furnish City's representatives with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Agreement. City may appoint qualified persons to inspect Contractor's operation and equipment at any reasonable time, and Contractor shall admit those persons to make such inspections at any reasonable time and place.
- 6.13 Point Of Contact – All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager's office, or whomever the City designates as the contact and by the City to Contractor.
- 6.14 Disposal – Contractor shall deliver all collected municipal solid waste to the designated Texas Type I permitted disposal facility and/or processing facility designated by Contractor. The charge for disposal shall be included in the rates set forth for the residential and commercial units serviced by the Contractor.

Contractor warrants that all disposal of collected City solid waste in the landfill, granted under the terms of this Agreement, shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's (EPA) regulations relative to solid waste and waste treatment and disposal.

7.0 **EMPLOYEE RELATIONS**

7.1 Equal Opportunity – All contracts awarded by the City are subject to provisions of State and Federal laws to include the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, disability or age. The Contractor will ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, national origin, disability or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal government setting forth the requirements of these nondiscrimination provisions. Contractor will comply with the ADA and regulations promulgated pursuant thereto regarding qualified individuals with a disability.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age.
3. The Contractor will to the extent practicable, utilize minority-owned and women-owned, businesses in purchases and contracts initiated after the Commencement Date of this Agreement in compliance with any Minority Business Enterprise policy adopted by the City.

7.2 Personnel – All personnel shall be competent and skilled in the performance of the work to which they are assigned. Contractor shall establish and maintain criteria for the hiring and performance of its personnel to monitor the competency and skill of its employees.

8.0 **INDEMNIFICATION**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

9.0 **INSURANCE**

9.1 **Insurance Requirements** – The Contractor shall secure and maintain in full force and effect throughout the duration of the Contract, insurance of such types and in the amounts specified herein as Automobile Liability, General Liability, Workmen's Compensation, and Excess Liability Insurance. All insurance shall be maintained with insurers licensed and approved to do business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 each occurrence
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Comp/Op Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000 each accident
Worker's Compensation	Statutory Limits
Excess/Umbrella Liability	\$5,000,000 each accidents

A Certificate of Insurance from the Contractor to the City will be provided showing the City as an additional insured. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder, the City of Kyle, Texas.

10.0 **LICENSE AND TAXES**

Contractor shall obtain all licenses and permits (other than the license and permits granted by the contract) and promptly pay all taxes and fees required by the City and by the State for this Agreement.

11.0 **COMPLIANCE WITH LAW**

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall conduct operations under this contract in compliance with all applicable laws, federal, state and local; provided, however, that the general specifications within this Agreement under Section 5.0 through Section 10.0, shall govern the obligations of the Contractor with respect to recycling and the collection and disposal of refuse where there exist conflicting ordinances of the City on the subject. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, and subcontractor, then Contractor shall immediately desist from and correct such violation.

12.0 **OWNERSHIP**

Title to Acceptable Waste shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Cart or Container, or removed by Contractor from the customer's premises, whichever occurs last.

13.0 **RECORDS AND REPORTING**

1. The Contractor agrees and covenants to keep and maintain at its place of business at all times, accurate and complete records and accounts in writing, including complaint logs and route data, relating to the performance of its duties under the provisions of this Agreement and such data and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Such access shall not include Contractor's financial records. The Contractor shall maintain its records for a minimum of five (5) years, and shall provide copies thereof upon request.
2. Quarterly Reports – The Contractor must submit written quarterly reports to the attention of the City Manager (or designee) within the first 15 work days of each April, July, October, and January during the term of this agreement. Contractor shall also provide the accounting and reporting required by the Franchise.

14.0 **BASIS AND METHOD OF PAYMENT**

14.1 **Contractor's Compensation**

- 14.1.1 Initial Rate – Contractor's rates for recycling, green waste, and solid waste collection and disposal shall be the monthly rate per Residential Unit set forth in Attachment 1. The fee rate for Commercial Unit (all customer that are not Residential Units) shall be the rate provided in Attachment 1. As such fees are

collected, the City shall pay Contractor the rate established in Attachment 1 for the refuse collection service used by Residential Units.

14.1.2 Adjustments to Compensation – Notwithstanding any of the terms and conditions provided in the Contract to the contrary, all rates, prices, cost to the City, and services provided in this Contract shall remain the same as adjusted by (a)-(d) herein for the entire term of this Contract, unless such rates, prices, and costs shall be reduced and lowered, or unless such services shall be enhanced at no additional cost to the City or a rate increase is authorized by the City Council.

- a. The rates and fees provided in Attachment 1 are approved by the City Council. Any increase in such rates and fees other than as provided herein shall be subject to approval by the City Council.

Rates shall be adjusted annually according to Attachment 1 which is approved.

- b. In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; an increase in the number of Residential Units as a result of City growth; and for other substantiated reasons.

- c. The rates will be adjusted by the City's proportionate share of any change in expenditures (whether capital or operational) required solely by Federal, State or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Commencement Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government, excluding federal income tax. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

- d. The rates provided under the prior contract between the City and Contractor shall be and remain in effect. The rates, fees and charges established in Attachment 1 shall be and become in full force and effect on April 1, 2021.

14.2 Billing and Payment Process – The basis for Contractor's initial compensation shall be based on a current annual count performed jointly by the Contractor and the City and approved by the City. The count will become effective with the commencement of service and shall be revised at the end of each month thereafter. The foregoing notwithstanding, in the event of major population changes or number of service units increase by operation

or unusual events such as annexations or development activities, either the City or the Contractor may request a special count be performed. The City will provide the Contractor with all available information on customer changes, other than a provided herein.

- a. The City or its designee will act as the billing and collection agent for Residential Collection Services provided by Contractor pursuant to contract, including those accounts that are delinquent. At such time a delinquent account is collected by the City, payment will be made to the Contractor. The Contractor and City will review the customer list prepared by the City on a monthly or on a quarterly basis to address discrepancies between customers billed and customers collected.
- b. The Contractor shall be entitled to payment for all curbside services included in the monthly rate for Residential Unit as such rates are collected by the City. Contractor shall submit statements to the City within ten (10) days following the end of the month and collect from the City for all services provided pursuant to Section 5.0, Scope and Nature of Service; provided the City shall only collect for monthly curbside services to Residential Units, and Contractor shall be responsible for billing and collecting for all special collections provided to Residential Units. The City shall be responsible for taking reasonable action to collect delinquent Residential Unit accounts.
- c. Within thirty (30) days after the City receives the monthly statement for services provided to Residential Units by the Contractor, the City will send Contractor payment based on the unit count and funds actually collected. The payment by the City will include only the fees and charges collected by the City (including delinquents payments), fee and less any penalties or collection costs collected by the City. The City will give Contractor notice each month that identifies the Residential Units to which Contractor will not receive payment and services should be suspended or terminated. The City will give Contractor separate notice for monies collected and paid to Contractor late.
- d. Regularly scheduled service provided directly to the City pursuant to this Agreement, and special services the City requests Contractor to provide to the City, shall be billed by Contractor to the City on a monthly basis. The City shall pay such invoices within thirty (30) days after the City receives the invoice.
- e. Contractor shall act as the billing and collection agent for Commercial Collection Services and for special services provided to Residential Units, and all other services excluding regular curbside service to Residential Units. Contractor will pay to City monthly the required franchise fee on all such receivable/revenuss. The fee will be based on all receivables/revenues for commercial and special service, all other services provided by Contractor within City.

14.3 New Accounts

- a. The City shall set up all new residential unit accounts for such service that each customer shall elect. The City shall notify Contractor within twenty-four (24) hours, excluding Holidays and weekends, of such new accounts by location of each residential and commercial unit so that solid waste collection service may commence on the next regularly scheduled collection day. Contractor shall deliver carts to the Residential Unit within five business days after the date of the notice.
- b. The Contractor shall set up and establish accounts for all service, excluding Residential Units.

14.4 Delinquent and Closed Accounts – The Contractor shall discontinue refuse collection service to any Unit as set forth in written notice sent by the City by facsimile or electronic email to the Contractor. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. To the extent authorized by law, the City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor discontinuing service at any location at the direction of the City.

15.0 **DEFAULT**

15.1 Termination on Default – Notwithstanding anything contained herein to the contrary, the City may terminate this agreement because of Contractor's default, except as otherwise provided below in this Section, by giving the Contractor no less than thirty (30) days advance written notice, to be served as provided in Section 21.2, Notices, upon the happening of anyone of the following events:

1. The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Agreement as an asset of such action; or
2. By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute

of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within thirty (30) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order to decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or
4. Failure to comply with all local, state and federal laws governing the service provided under this Agreement or failure to obtain and maintain any permits required pursuant to Section 6.12, Agreement Management Administration of this agreement; or
5. The City may, by written notice to Contractor, terminate this Contract without liability to the Contractor, if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, during the bid process, were offered or given by the Contractor, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract. In addition, the Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.
6. (a) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or has wrongfully failed or refused to comply with the instructions of the City, and said default is not cured within thirty (30) days of receipt of written notice (Certified Mail) by the City to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate): (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

(b) In the event of the aforesaid events (as described in Section 6a) and except as otherwise provided in said subsection, City may, after a hearing as described herein, revoke and terminate the permit hereby granted, and the agreement shall be terminated effective upon the City's written notice to the Contractor and upon said date this agreement shall be deemed immediately terminated and upon such termination all liability of the City under this agreement to the Contractor shall

cease, and shall be free to negotiate with other contractors for the operation of the herein specified services. The hearing prerequisite to such termination shall not be held until such notice of such hearing has been given to the Contractor at the address shown herein, and a period of not less than thirty (30) days has elapsed since the mailing of such notice. The notice shall specify the time, date and location of such hearing and shall include the reasons for the termination of such permits and agreement. The hearing shall be conducted, in public, by the City Council, and Contractor shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against him in the notice. If, after the hearing is concluded, the City Council shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, they may revoke and terminate this agreement and the permit and agreement shall be null and void.

15.2 Franchise Termination – This Agreement shall automatically terminate if the Franchise is terminated for cause.

16.0 **TRANSFERABILITY OF CONTRACT**

16.1 Assignment – Other than by operation by law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or part by the Contractor without the express written consent of the City. If this agreement is assigned, the assignee shall assume the liability of the Contractor; provided this Agreement may not be assigned without the City Council’s approval.

17.0 **EXPANSION OF AGREEMENT AREA**

The City may expand the Agreement Area to property annexed or otherwise incorporated by the City, or to units not covered by this Agreement, by giving Contractor thirty (30) days advance notice. The Contractor shall adjust service to the expanded area upon receiving proper notification from the City.

18.0 **FORCE MAJEURE: EMERGENCY SERVICE PROVISIONS**

Force Majeure Event means Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, or riots; epidemics or quarantine; landslides, lightning, earthquakes, fires, severe storms (rain, hail, ice, snow or other), hurricanes, tornadoes, floods, droughts, or high water washouts; arrests and restraints of government and people; civil disturbances; explosions or power failures or surges; pest damage; breakage, freezing or accident to machinery or lines of pipe (including utility lines), or failure of gas wells or gas supply; enactment of statutes, laws or regulations; acts of governmental or semi-governmental bodies (including without limitation failure of the parties to agree on the terms of a Force *Majeure* Proposal (as defined herein below) or the other party's default under this Agreement.

Notwithstanding any provision to the contrary herein, upon the commencement of a Force *Majeure* Event notified by one party to the other, Contractor's obligation to provide collection

service at the frequency and on the dates otherwise required by this Agreement ("Regular Services") shall be suspended for so long as other or additional services are required and Contractor, either as part of its notice or in prompt response to City's issuance of such notice, will propose to City ("Contractor's Force *Majeure* Proposal"):

- measures to be taken by Contractor through provision of other or additional services to address the Force *Majeure* Event as soon as conditions reasonably permit -including establishment of emergency or temporarily changed service routes and schedules, or alternative methods or collection and disposal to cope with restricted access or increased volumes -in order to restore Regular Services; and
- a good faith estimate of the time required before regular schedules and routes can be resumed, it being understood, however, that following City's notice described below Contractor will use best efforts to mitigate the effects and costs of such suspension and to minimize the period of suspension, and
- the amount, or a method to calculate the amount, to be paid to Contractor for the other or additional services (including without limitation expenses and costs to be incurred by Contractor to mobilize and demobilize for a Force *Majeure* Event, Contractor's added operating expenses (labor, supervision, materials, permitted subcontracts, equipment rentals, additional disposal costs, equipment depreciation, and reasonable profit).

City will review Contractor's Force *Majeure* Proposal and notify Contractor of its approval or comments by the later of twenty-four (24) hours after its submission, or the time proposed by Contractor to commence the other or additional services set out in Contractor's Force *Majeure* Proposal, provided that City shall have no obligation to approve any Contractor's Force *Majeure* Proposal which proposes to suspend Contractor's Regular Services for longer than three (3) months.

Contractor will give notice to City of the date for resumption of regular services, which shall be the earliest possible date consistent with implementing Contractor's Force *Majeure* Proposal as approved by City. If, however, Contractor's performance is delayed further beyond the date proposed in Contractor's Force *Majeure* Proposal, other than due to further Force *Majeure* Event(s) or unless approved by the City, such failure shall be considered an event of default.

If the parties disagree on the price for additional or other services (or any part thereof), Contractor nevertheless may elect to proceed with part or all of the additional or other services on which no agreement has been reached. Whether or not Contractor so elects, either party may submit any disputed claim or issue concerning the price of other or additional services to the binding decision of an agreed upon expert, who will review the Force *Majeure* proposal, and any City counter proposal available at the time of submission, forthwith and render a decision, acting as an expert and not as an arbitrator, as soon as possible following submission shall select the price proposal of the party that is more reasonable in light of the particular circumstances facing the parties and affecting performance after the Force *Majeure* Event arises. In light of the need to address the Force *Majeure* Event promptly, in any such proceedings time will be of the essence.

Contractor may not notify a suspension of regular services without reasonable cause, which may be evaluated by comparing the effect of the Force *Majeure* Event on similar services or the reaction to the Force *Majeure* Event of other similarly situated service providers within the City or neighboring municipalities. Contractor will not be penalized for the necessary disruptions of regular services, which may occur during a Force *Majeure* Event.

19.0 **SEVERABILITY**

In the event any provision or portion thereof of any contract document shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

20.0 **MODIFICATION; WAIVER**

This Agreement constitutes the entire Agreement by the parties and it may not be altered, revised or modified except by a written modification signed and properly authorized by the parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the Contract. All change orders to the Contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.0 **MISCELLANEOUS**

21.1 **Governing Law** – This agreement shall be governed by the laws of the State of Texas as to interpretation and performance. Any and all legal action necessary to enforce this agreement will be held in Hays County, Texas.

21.2 **Notices** – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City at:

City of Kyle
Attn: City Manager
100 Center Street
Kyle, Texas 78640
Fax No: 512-262-3987

If to the Contractor at:

Texas Disposal Systems, Inc.
Attn: Corporate Office
P. O. Box 17126
Austin, Texas 78760-7126
Fax No: (512) 421-1325

Changes of address or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified. The City Manager shall have the authority for such approval on the part of the City as may be required under the terms of this agreement.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile transmission received (i.e., printed) after 4:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

- 21.3 Subject to Franchise – This agreement is subject to all of the terms, provisions and conditions of the Franchise, but otherwise supersedes any previous or contemporaneous agreement between Contractor and City with respect to the subject matters hereof.
- 21.4 Anti-Boycott Verification – For purposes of Chapter 2270 of the Texas Government Code, Contractor represents and warrants that, at the time of execution and delivery of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Agreement. For purposes of Chapter 2270 of the Texas Government Code, the Contractor represents and warrant that, at the time of execution and delivery of this Addendum, neither the Contractor, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Addendum. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understand “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

IN WITNESS WHEREOF, the City and Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Agreement on the date hereinafter referred.

Dated this 22 day of January _____, 2020. CITY OF KYLE, TEXAS

CITY OF KYLE, TEXAS
A MUNICIPAL Corporation of Hays County,
Texas

By: 
Travis Mitchell, Mayor

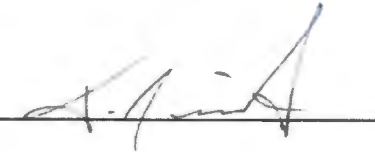
Dated: 1/23/2020

Witnessed: 

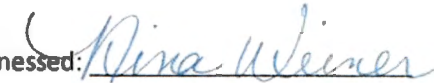
Dated: 1/23/2020

SEAL of the City of Kyle, Texas

TEXAS DISPOSAL SYSTEMS, INC.

By: 

Dated 1/22/20

Witnessed: 

Dated: 1/22/20

ATTACHMENT 1
Rate Sheet 2021-2022

City of Kyle

Effective Date:	4/1/21								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									22.69
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.13
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									42
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	75	99	179						
3	93	125	230	336					
4	102	136	251	365	481				
6	118	159	291	422	554	685	817		
8	134	179	328	475	625	772	919		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	75	99	179						
3	93	125	230	336					
4	102	136	251	365	481				
6	118	159	291	422	554	685	817		
8	134	179	328	475	625	772	919		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		69	69	76	91	107			
Casters Charge per commercial container									27
Lock bar charge per commercial container									27
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									287
14 Cubic Yard OT Haul									309
20 Cubic Yard OT Haul									387
30 Cubic Yard OT Haul									424
40 Cubic Yard OT Haul									466
Open Top Delivery									140
Container Rental									5.19 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									665
40 Cubic Yard Compactor Haul (Customer Owned)									757
30 Cubic Yard Compactor Haul									647
34 Cubic Yard Compactor Haul									667
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									98.56
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.04 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.08 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.08 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barrier									10%

ATTACHMENT 1
Rate Sheet 2022-2023

City of Kyle

Effective Date:	4/1/22								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									23.26
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.25
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									43
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	78	102	186						
3	97	129	239	349					
4	105	141	260	379	499				
6	123	165	301	438	575	710	847		
8	139	186	340	493	648	801	954		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	78	102	186						
3	97	129	239	349					
4	105	141	260	379	499				
6	123	165	301	438	575	710	847		
8	139	186	340	493	648	801	954		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		71	71	79	95	111			
Casters Charge per commercial container									28
Lock bar charge per commercial container									28
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									298
14 Cubic Yard OT Haul									321
20 Cubic Yard OT Haul									401
30 Cubic Yard OT Haul									440
40 Cubic Yard OT Haul									483
Open Top Delivery									145
Container Rental									5.38 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									690
40 Cubic Yard Compactor Haul (Customer Owned)									786
30 Cubic Yard Compactor Haul									672
34 Cubic Yard Compactor Haul									692
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									102.26
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.08 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.15 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.15 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barrie									10%

ATTACHMENT 1
Rate Sheet 2023-2024

City of Kyle

Effective Date:	4/1/23								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									23.84
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.38
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									45
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	80	106	193						
3	101	134	248	362					
4	109	146	270	393	518				
6	127	171	313	455	596	737	879		
8	144	193	353	511	672	831	989		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	80	106	193						
3	101	134	248	362					
4	109	146	270	393	518				
6	127	171	313	455	596	737	879		
8	144	193	353	511	672	831	989		
Container Size	2 CY	3 CY	4 CY	6 CY	8 CY				
Extra PU	74	74	82	98	115				
Casters Charge per commercial container									29
Lock bar charge per commercial container									29
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									309
14 Cubic Yard OT Haul									333
20 Cubic Yard OT Haul									417
30 Cubic Yard OT Haul									457
40 Cubic Yard OT Haul									501
Open Top Delivery									151
Container Rental									5.58 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									716
40 Cubic Yard Compactor Haul (Customer Owned)									815
30 Cubic Yard Compactor Haul									697
34 Cubic Yard Compactor Haul									718
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									106.09
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.12 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.23 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.23 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barrie									10%

ATTACHMENT 1
Rate Sheet 2024-2025

City of Kyle

Effective Date:	4/1/24								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									24.44
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.52
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									46
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	83	110	200						
3	104	139	257	375					
4	114	152	280	408	538				
6	132	177	324	472	619	765	912		
8	149	200	366	531	698	862	1027		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	83	110	200						
3	104	139	257	375					
4	114	152	280	408	538				
6	132	177	324	472	619	765	912		
8	149	200	366	531	698	862	1027		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		77	77	85	102	119			
Casters Charge per commercial container									30
Lock bar charge per commercial container									30
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									321
14 Cubic Yard OT Haul									345
20 Cubic Yard OT Haul									432
30 Cubic Yard OT Haul									474
40 Cubic Yard OT Haul									520
Open Top Delivery									156
Container Rental									5.79 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									743
40 Cubic Yard Compactor Haul (Customer Owned)									846
30 Cubic Yard Compactor Haul									723
34 Cubic Yard Compactor Haul									745
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									110.07
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.16 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.32 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.32 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2025-2026

City of Kyle

Effective Date:	4/1/25								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									25.05
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.66
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									48
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	87	114	208						
3	108	144	267	389					
4	118	157	291	423	558				
6	137	184	337	489	642	793	946		
8	155	208	380	551	724	894	1065		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	87	114	208						
3	108	144	267	389					
4	118	157	291	423	558				
6	137	184	337	489	642	793	946		
8	155	208	380	551	724	894	1065		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		79	79	88	106	123			
Casters Charge per commercial container									31
Lock bar charge per commercial container									31
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									333
14 Cubic Yard OT Haul									358
20 Cubic Yard OT Haul									448
30 Cubic Yard OT Haul									492
40 Cubic Yard OT Haul									540
Open Top Delivery									162
Container Rental									6.01 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									771
40 Cubic Yard Compactor Haul (Customer Owned)									878
30 Cubic Yard Compactor Haul									750
34 Cubic Yard Compactor Haul									773
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									114.20
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.20 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.40 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.40 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2026-2027

City of Kyle

Effective Date:	4/1/26								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									25.68
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.80
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									50
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	90	118	216						
3	112	150	277	404					
4	122	163	302	439	579				
6	142	191	349	508	666	823	982		
8	161	216	394	571	751	928	1105		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	90	118	216						
3	112	150	277	404					
4	122	163	302	439	579				
6	142	191	349	508	666	823	982		
8	161	216	394	571	751	928	1105		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		82	82	92	110	128			
Casters Charge per commercial container									32
Lock bar charge per commercial container									32
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									345
14 Cubic Yard OT Haul									372
20 Cubic Yard OT Haul									465
30 Cubic Yard OT Haul									510
40 Cubic Yard OT Haul									560
Open Top Delivery									168
Container Rental									6.24 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									799
40 Cubic Yard Compactor Haul (Customer Owned)									910
30 Cubic Yard Compactor Haul									778
34 Cubic Yard Compactor Haul									802
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									118.48
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.25 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.49 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.49 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2027-2028

City of Kyle

Effective Date:	4/1/27								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									26.32
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									5.94
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									52
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	93	123	224						
3	116	155	287	419					
4	127	170	313	455	600				
6	148	198	362	527	691	854	1018		
8	167	224	409	593	779	963	1146		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	93	123	224						
3	116	155	287	419					
4	127	170	313	455	600				
6	148	198	362	527	691	854	1018		
8	167	224	409	593	779	963	1146		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		85	85	95	114	133			
Casters Charge per commercial container									34
Lock bar charge per commercial container									34
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									358
14 Cubic Yard OT Haul									386
20 Cubic Yard OT Haul									483
30 Cubic Yard OT Haul									529
40 Cubic Yard OT Haul									581
Open Top Delivery									175
Container Rental									6.47 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									829
40 Cubic Yard Compactor Haul (Customer Owned)									945
30 Cubic Yard Compactor Haul									807
34 Cubic Yard Compactor Haul									832
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									122.93
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.29 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.59 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.59 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2028-2029

City of Kyle

Effective Date:	4/1/28								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									26.98
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3)									
cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.09
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									54
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	97	128	232						
3	121	161	298	435					
4	132	176	325	473	623				
6	153	205	376	546	717	886	1057		
8	173	232	424	615	808	999	1189		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	97	128	232						
3	121	161	298	435					
4	132	176	325	473	623				
6	153	205	376	546	717	886	1057		
8	173	232	424	615	808	999	1189		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		89	89	99	118	138			
Casters Charge per commercial container									35
Lock bar charge per commercial container									35
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									372
14 Cubic Yard OT Haul									400
20 Cubic Yard OT Haul									501
30 Cubic Yard OT Haul									549
40 Cubic Yard OT Haul									603
Open Top Delivery									181
Container Rental									6.71 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									861
40 Cubic Yard Compactor Haul (Customer Owned)									980
30 Cubic Yard Compactor Haul									838
34 Cubic Yard Compactor Haul									863
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									127.53
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.34 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.68 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.68 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2029-2030

City of Kyle

Effective Date:	4/1/29								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									27.65
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3)									
cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.24
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									56
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	100	132	241						
3	125	167	309	451					
4	136	182	337	490	646				
6	159	213	390	567	744	919	1096		
8	180	241	440	638	838	1036	1234		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	100	132	241						
3	125	167	309	451					
4	136	182	337	490	646				
6	159	213	390	567	744	919	1096		
8	180	241	440	638	838	1036	1234		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		92	92	102	123	143			
Casters Charge per commercial container									36
Lock bar charge per commercial container									36
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									386
14 Cubic Yard OT Haul									415
20 Cubic Yard OT Haul									520
30 Cubic Yard OT Haul									570
40 Cubic Yard OT Haul									625
Open Top Delivery									188
Container Rental									6.96 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									893
40 Cubic Yard Compactor Haul (Customer Owned)									1017
30 Cubic Yard Compactor Haul									869
34 Cubic Yard Compactor Haul									896
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									132.32
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.39 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									2.79 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									2.79 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barrie									10%

ATTACHMENT 1
Rate Sheet 2030-2031

City of Kyle

Effective Date:	4/1/30								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									28.34
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.40
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)									58
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	104	137	250						
3	130	173	321	468					
4	142	189	350	509	671				
6	165	221	405	588	772	954	1137		
8	186	250	457	662	870	1075	1280		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	104	137	250						
3	130	173	321	468					
4	142	189	350	509	671				
6	165	221	405	588	772	954	1137		
8	186	250	457	662	870	1075	1280		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		95	95	106	127	148			
Casters Charge per commercial container									38
Lock bar charge per commercial container									38
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									400
14 Cubic Yard OT Haul									431
20 Cubic Yard OT Haul									539
30 Cubic Yard OT Haul									591
40 Cubic Yard OT Haul									649
Open Top Delivery									195
Container Rental									7.23 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									926
40 Cubic Yard Compactor Haul (Customer Owned)									1055
30 Cubic Yard Compactor Haul									902
34 Cubic Yard Compactor Haul									929
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									
Single Unit one service per week (4 services per 28 day billing cycle)									137.28
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									
									1.45 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									
									2.89 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									
									2.89 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									
									10%

ATTACHMENT 1
Rate Sheet 2031-2032

City of Kyle

Effective Date:	4/1/31								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									29.05
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.56
Commercial Cart: - Pricing Including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									60
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	108	142	259						
3	135	180	333	486					
4	147	196	363	528	696				
6	171	229	420	610	801	989	1180		
8	193	259	474	687	903	1115	1328		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	108	142	259						
3	135	180	333	486					
4	147	196	363	528	696				
6	171	229	420	610	801	989	1180		
8	193	259	474	687	903	1115	1328		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		99	99	110	132	154			
Casters Charge per commercial container									39
Lock bar charge per commercial container									39
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									415
14 Cubic Yard OT Haul									447
20 Cubic Yard OT Haul									559
30 Cubic Yard OT Haul									613
40 Cubic Yard OT Haul									673
Open Top Delivery									202
Container Rental									7.50 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									961
40 Cubic Yard Compactor Haul (Customer Owned)									1094
30 Cubic Yard Compactor Haul									936
34 Cubic Yard Compactor Haul									964
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									
Single Unit one service per week (4 services per 28 day billing cycle)									142.43
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									
									1.50 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									
									3.00 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									
									3.00 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barrier									
									10%

ATTACHMENT 1
Rate Sheet 2032-2033

City of Kyle

Effective Date:	4/1/32								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									29.78
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.72
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									62
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	112	148	269						
3	140	187	345	504					
4	152	204	376	548	722				
6	177	238	436	633	831	1027	1224		
8	201	269	492	712	936	1157	1378		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	112	148	269						
3	140	187	345	504					
4	152	204	376	548	722				
6	177	238	436	633	831	1027	1224		
8	201	269	492	712	936	1157	1378		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		103	103	114	137	160			
Casters Charge per commercial container									40
Lock bar charge per commercial container									40
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									431
14 Cubic Yard OT Haul									464
20 Cubic Yard OT Haul									580
30 Cubic Yard OT Haul									636
40 Cubic Yard OT Haul									698
Open Top Delivery									210
Container Rental									7.78 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									997
40 Cubic Yard Compactor Haul (Customer Owned)									1135
30 Cubic Yard Compactor Haul									971
34 Cubic Yard Compactor Haul									1000
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									
Single Unit one service per week (4 services per 28 day billing cycle)									147.77
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									
									1.56 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									
									3.11 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									
									3.11 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									
									10%

ATTACHMENT 1
Rate Sheet 2033-2034

City of Kyle

Effective Date:	4/1/33								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									30.52
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3) cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									6.89
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week Contents of cart only (no overflow)									65
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	116	153	279						
3	145	194	358	523					
4	158	211	391	568	749				
6	184	247	452	657	862	1065	1270		
8	208	279	510	739	971	1201	1430		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	116	153	279						
3	145	194	358	523					
4	158	211	391	568	749				
6	184	247	452	657	862	1065	1270		
8	208	279	510	739	971	1201	1430		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		107	107	118	142	166			
Casters Charge per commercial container									42
Lock bar charge per commercial container									42
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									447
14 Cubic Yard OT Haul									481
20 Cubic Yard OT Haul									602
30 Cubic Yard OT Haul									660
40 Cubic Yard OT Haul									725
Open Top Delivery									218
Container Rental									8.07 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									1034
40 Cubic Yard Compactor Haul (Customer Owned)									1178
30 Cubic Yard Compactor Haul									1007
34 Cubic Yard Compactor Haul									1038
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									153.31
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.61 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									3.23 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									3.23 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2034-2035

City of Kyle

Effective Date:	4/1/34								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									31.28
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3)									
cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									7.06
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									67
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	121	159	290						
3	151	201	372	542					
4	164	219	405	589	777				
6	191	256	469	681	894	1105	1318		
8	216	290	529	767	1008	1246	1483		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	121	159	290						
3	151	201	372	542					
4	164	219	405	589	777				
6	191	256	469	681	894	1105	1318		
8	216	290	529	767	1008	1246	1483		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		111	111	123	147	172			
Casters Charge per commercial container									44
Lock bar charge per commercial container									44
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									464
14 Cubic Yard OT Haul									499
20 Cubic Yard OT Haul									625
30 Cubic Yard OT Haul									685
40 Cubic Yard OT Haul									752
Open Top Delivery									226
Container Rental									8.37 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									1073
40 Cubic Yard Compactor Haul (Customer Owned)									1222
30 Cubic Yard Compactor Haul									1045
34 Cubic Yard Compactor Haul									1077
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									159.06
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.67 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									3.35 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									3.35 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 1
Rate Sheet 2035-2036

City of Kyle

Effective Date:	4/1/35								
Residential Service: Pricing Does Not Include Franchise Fee & Sales Tax									
Trash service - one (1) time per week , w/cart									32.07
Single stream recycling service - one (1) time every other week, w/cart									
Compost recycling service - one(1) time every other week, w/cart and/or Kraft Bag									
Bulky/brush curbside service - two (2) per year on call, maximum three (3)									
cubic yards per pickup, brush must be bundled									
Citywide Community Clean-up (at Greg Clarke Park) - (1) time per year									
Landfill - 5 Cubic Yards - (1) time per month									
Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31									
Customer Accessibility to Waste Wizard Application									
Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters									
Wastewater Sludge Hauling & Application									Gate Rate
Extra Residential Container									7.24
Commercial Cart: - Pricing including Franchise Fee & Sales Tax									
Cart - 96 gallons - pickup one (1) time per week									69
Contents of cart only (no overflow)									
Commercial Containers: Trash									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	125	165	301						
3	156	208	386	563					
4	170	228	420	611	806				
6	198	266	486	707	928	1146	1367		
8	224	301	549	796	1046	1292	1539		
Commercial Containers: Recycle									
	Pricing including Franchise Fee & Sales Tax								
Size	EOW	1X	2X	3X	4X	5X	6X		
2	125	165	301						
3	156	208	386	563					
4	170	228	420	611	806				
6	198	266	486	707	928	1146	1367		
8	224	301	549	796	1046	1292	1539		
Container Size		2 CY	3 CY	4 CY	6 CY	8 CY			
Extra PU		115	115	127	153	178			
Casters Charge per commercial container									45
Lock bar charge per commercial container									45
Roll-off Pricing Does Not Include Franchise Fee & Sales Tax									
Size/Type									
10 Cubic Yard OT Haul									481
14 Cubic Yard OT Haul									518
20 Cubic Yard OT Haul									648
30 Cubic Yard OT Haul									710
40 Cubic Yard OT Haul									780
Open Top Delivery									235
Container Rental									8.69 Per Day
40 Cubic Yard Compactor Haul (TDS Owned)									1113
40 Cubic Yard Compactor Haul (Customer Owned)									1268
30 Cubic Yard Compactor Haul									1084
34 Cubic Yard Compactor Haul									1117
Compactor Delivery									N/A
Container Rental - varies based on equipment specifications, length of rental agreement, etc									
Portable Toilet - Does Not Include Franchise Fee & Sales Tax									165.02
Single Unit one service per week (4 services per 28 day billing cycle)									
Temporary Fencing - Does Not Include Franchise Fee & Sales Tax									1.74 Per Linear Foot
Crowd Control Barriers - Does Not include Franchise Fee & Sales Tax									3.47 Per Linear Foot
Scrim - Does Not Include Franchise Fee & Sales Tax									3.47 Per Linear Foot
City Discount for Roll-Off, Portable Toilet, Temporary Fencing/Crowd Control Barriers									10%

ATTACHMENT 2
Contract Term Sheet
For Solid Waste, Recycling, & Yard Waste Collection Services
City of Kyle

Line	<u>Description</u>	3rd Cart + Kraft Bags <u>Proposed</u>
	Services:	
1	Trash - Curbside 96 Gallons	Weekly
2	Recycling - Curbside 96 Gallons	EOW
3	Yard Waste - Curbside 96 Gallons	EOW
4	Yard Waste - Curbside 10 Kraft Leaf Bags	Yes - EOW
5	Bulky Items - Curbside	2X Per Year
6	Citywide Community Clean-up (at Greg Clarke Park)	1X Per Year
7	Landfill - 5 Cubic Yards	1X Per Month
8	Christmas Tree Collection - Curbside on Trash Day 12-26 to 1-31	Yes
9	Customer Accessibility to Waste Wizard Application	Yes
10	Prioritized at Cost Roll-Off Dumpsters During Emergency & Disasters	Yes
11	Wastewater Sludge Hauling & Application	Yes
12		
13	Community Contributions:	
14	Pie in the Sky Festival - Bathroom Trailers & Trash Collection	Yes
15	Pie in the Sky Festival - Conservation/Recycling Educational Booth	Yes
16	Keep Kyle Beautiful - 2 Roll Off Dumpsters for Creek Cleanup 2x Per Year	Yes
17	Market Days - Conservation/Recycling Educational Booth 2X Per Year	Yes
18	\$5k Per Year Retail Value in Trees or Shrubs	Yes
19	Participation in Kyle's Founders Day Parade (1X Per Year)	Yes
20	Sponsoring "All Employee" Monthly Meeting (1X Per Year)	Yes
21	Use of TDS Pavillion for All Day Christmas Banquet (1X Per Year) - Subject To Availability	Yes
22	Use of TDS Cabin for All Day City Council Planning Retreats (1X Per Year) - Subject to Availability	Yes
23	18-Gallon Recycling bin - For In-House Recycling - (as requested)	Yes
24	10% Discount at TDS (Gardenville) Owned Retail Outlets for City of Kyle Employees	Yes
25	Discounted Materials for City Parks, Trails, Retention Walls, Etc.	Yes
26	Adopt Plum Creek & Contribute Compost & Other Materials	Yes
27		
28	Contract Terms & Provisions:	
29	City to Bill & Collect for Residential Service	Yes
30	TDS to Bill & Collect for All Multi-Family and Commercial Service	Yes
31	Monthly Remittance Provision for City Payments to TDS for Residential Service as in Current Contract	Yes
32	Contract Term	10 Years
33		
34	Monthly Service Rates:	
35	Residential	\$22.14
36	\$ Change From Current Monthly Contract Rate:	(\$0.83)
37	% Change From Current Monthly Contract Rate:	-3.61%
38	Annual Rate Increase For 10-Year Contract - %	2.50%
39		
40	Commercial	
41	Trash - Curbside 96 Gallon Cart	\$40.00
42	\$ Change From Current Monthly Contract Rate:	\$0.00
43	% Change From Current Monthly Contract Rate:	0.00%
44	Annual Rate Increase For 10-Year Contract - %	3.75%
	<u>Optional For Resident Upon Request: (Doesn't Apply to Commercial Carts)</u>	
	Additional Cart - (Trash/Recycle/Green)	\$5.00
	*Truck: Optional Higher Enclosure will be tested on a Residential Truck	

ATTACHMENT 3
CONTRACTOR'S DEFINITION OF SPECIAL MATERIALS WASTE
City of Kyle

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Waste from an industrial process (including process sludge).
- b. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
- c. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095).
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in (a) through (c), or (e) through (g). This definition applies to spills of any size.
- e. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (a) through (d), (f), or (g).
- f. Any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C.
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

Type B Special Waste – Any discarded material from a non-residential source meeting any of the following descriptions: (Type B special wastes are not customarily subject to laboratory testing).

- a. Friable asbestos from building demolition or cleaning; wallboard, wall or ceiling spray coverings, pipe insulation, etc. Non-friable asbestos (e.g. asbestos containing floor tiles, brake pads, roofing products, etc.) is not a special waste unless it has been processed, handled, or used in such a way that when dry, it becomes crumbled, pulverized, or reduced to powder. Asbestos bearing industrial process waste is a Type A special waste.
- b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. This category includes containers which once held commercial products or chemicals unless the container is "empty" as defined in this section. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not special waste unless management of such products is restricted by applicable regulations.
- c. Untreated medical waste – Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.
- d. Treated medical waste – Any waste from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle

puncture-proof containers. Residue resulting from the incineration of medical waste is a Type A special waste.

- e. Residue/sludge from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes. If these wastes are managed at a public or commercial wastewater treatment works, they are not a special waste.
- f. Chemical containing equipment removed from service, in which the chemical composition and concentration are known, (e.g. oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
- g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A special wastes.
- h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A special waste.