

ORDINANCE NO. 525

AN ORDINANCE, *INCLUDING AMENDMENTS THROUGH 525-Q-2014*, TO GRANT WASTE MANAGEMENT OF TEXAS, INC., A FRANCHISE TO OPERATE A SOLID WASTE COLLECTION AND DISPOSAL SERVICE IN THE CITY OF UNIVERSAL CITY, TEXAS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UPON AND UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; AND AMENDING THE CODE OF ORDINANCES.

WHEREAS, The City of Universal City has the responsibility to provide for the health and welfare of its citizens; and,

WHEREAS, The City Council of the City of Universal City has determined that it is in the public interest for said Council to grant a franchise to provide for the satisfactory and efficient collection of garbage, grass, weeds, brush and other refuse in order to maintain safe and sanitary conditions within this City.

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

SECTION I

- A. **DEFINITIONS:** For the purpose of this Ordinance, certain terms and words are hereby defined. Terms and words not specifically defined shall be construed with common usage and meaning or as defined by state or federal agencies having oversight jurisdiction:
1. Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The combined weight of the bag (s) and its contents when placed in a Container for Refuse Collection shall not exceed forty (40) pounds. Total weight of a bag(s) and its contents shall not exceed thirty-five (35) pounds if used for Yard Waste (Ord. 525-L-2009).
 2. Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals or hazardous waste with weights or volumes greater than those allowed for containers;
 3. Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding five (5) feet in length or thirty-five pounds (35 lbs.) in weight;
 4. Commodity - Material that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate.
 5. Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations;
 6. Container for Refuse Collection and for Yard Waste Collection - Containers shall be watertight outdoors receptacles of solid and durable grade metal or plastic, standard containers sold at any local store, but not less than 20 gallons. The combined weight of the garbage and container shall not exceed forty (40) pounds. Containers shall be provided with suitable lifting handle or handles on the outside and have a tight fitting lid. The container must not have any inside structures, such as inside bands and reinforcing angles or anything within the container to prevent the free discharge of the contents. Containers that have deteriorated or that have been damaged to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or other persons whose duty it is to handle the containers, or to such extent that the covers will not fit securely, will be condemned by the City of Universal City. (Ord. 525.L-2009)
 7. Container for Recycling - A receptacle designed for the purpose of curbside collection of recyclable materials;
 8. Contractor - The person, corporation or partnership performing services pursuant to the contract documents;
 9. Dead Animals - Animals or portions thereof equal to or greater than ten pounds (10 lbs.)

in weight that have expired from any cause, except those slaughtered or killed for human use or consumption;

10. Disposal Site - A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse and dead animals for processing or final disposal;
11. Garbage - Any and all dead animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable animal or vegetable waste 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;
12. Hazardous Waste - Waste, in any amount, which is defined, characterized or designed as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law. For purposes of this contract, the term "hazardous waste" shall also include motor oil, gasoline, paint and paint cans;
13. Producer - An occupant of a residential unit who generates refuse and residential refuse;
14. Recyclable Materials(s) - Those commodities which are collected by contractor pursuant to the contract documents which may include newsprint, glass, metals, plastics, or any other commodity mutually agreed and set forth in this contract and/or its addendums;
15. Recycling - The collection of and the delivery of recyclable materials pursuant to the contract documents;
16. Refuse - This term shall refer to residential refuse and bulky waste and construction debris generated at a residential unit unless the context otherwise requires;
17. Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) 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 of single or multilevel construction, consisting of four or less contiguous or separate single-family dwelling units shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit;
18. Rubbish - 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, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of waste materials, bulky waste, construction debris, dead animals, garbage and hazardous waste;
19. Yard Waste - All vegetative matter resulting from landscaping maintenance and land clearing operations, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, small tree branches, bushes or shrub, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards, except large branches, trees or bulky or non-containerized material not susceptible to normal loading and collection in loader packer sanitation equipment used for regular collections from domestic households.

20. **BRUSH** – Tree, shrub or brush trimmings in a pile **not to exceed 2 cubic yards**; if a brush pile is more than 2 cubic yards, see **LARGE BRUSH**. Brush 2 cubic yards or less shall be tied and bundled (see **BUNDLED**) and will be collected on regular trash days including alley pick up.
21. **LARGE BRUSH** – Tree, shrub or brush trimmings in excess of 2 cubic yards, but **not to exceed 8 cubic yards (6' x 12' x 3')**. Large brush piles must be stacked neatly by resident and will be picked up 1 x per month according to pickup zone. All large brush must be at curbside by 7:00 AM on Monday per the respective zone, as provided in Section III herein. **No Exceptions.**

Curbside only-no alley pick up.

Large brush in excess of 8 cubic yards or brush not put out at the designated day/time per the zone shall not be picked up by Waste Management and shall be disposed of in a landfill by the occupant, homeowner or property owner

Tree, shrub or brush trimmings work done by a contractor will not be picked up. The contractor or the homeowner shall bear the responsibility and cost for disposing of the brush in a landfill.

22. **Green Zone:** The large brush collection area North of Pat Booker Road where large brush pickup shall occur the 4th week of every month.
23. **Gold Zone:** The large brush collection area South of Pat Booker Road where large brush pickup shall occur the 2nd week of every month.

SECTION II

- A. **GRANT OF AUTHORITY:** There is hereby granted by the City of Universal City (hereinafter called "City") to Waste Management of Texas, Inc., (hereinafter called "Contractor") the right and privilege to operate and maintain within the City of Universal City a service for the collection and disposal of garbage, brush and other refuse. Relationship of Contractor and City is purely contractual. No other function or relationship is implied.
- B. **EXCLUSIVE GRANT:** The right and privilege granted in this ordinance for the purpose set forth above shall be exclusive and no other contractor, person, or corporation shall be permitted to engage in garbage or refuse collection within the City during the term of this franchise without the written consent of the City and Contractor. Such written consent shall be granted by the contact person of the City upon a temporary shortage of "roll-off containers" (Contractor unable to provide roll-off container(s) within a period of two (2) working days). The person, corporation or partnership granted temporary and specific consent (referred to hereafter as "Consentee") to provide roll-off container service shall demonstrate evidence of proper insurance and of a proper disposal site.
- C. **COMPLIANCE WITH LAWS AND ORDINANCES:** The Contractor shall at all times during the life of this contract be subject to all lawful exercise of the police power by the City and to such reasonable regulations as the City shall hereinafter by ordinance provide. In addition, the Contractor will observe all state laws regulating the collection and disposal of garbage.
- D. **INDEMNITY:** It is expressly understood and agreed by and between the City and Contractor that the Contractor shall indemnify and save the City harmless from any and all loss sustained by the City on account of any suit, judgment, claim or demand whatsoever resulting from the negligence on the part of said Contractor, its agents, or employees in the performance of services under this contract agreement. (Ord. 525-D-01, passed 6 Nov 2001).
- E. **INSURANCE:** The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance. The City shall be named as additional insured. All insurance shall be by insurers and for policy limits acceptable to the City. Before the 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. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. 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."

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 Liabilities</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile occurrence	\$500,000 each
Property Damage Liability Except Automobile	\$1,000,000 aggregate \$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 aggregate \$500,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$500,000 each occurrence \$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. (Ord. 525-D-01, passed 6 Nov 2001).

F. **PERFORMANCE BOND:** Contractor agrees to furnish to City, in a form to be approved by the city attorney, a bond guaranteeing performance of provisions of this contract in the amount of \$20,000.00 for the life of the contract. Said bond shall show Contractor as principal, as provided by a surety licensed to transact business in Texas.

G. **SERVICE STANDARDS:** The Contractor shall maintain and operate its collection system and equipment in order to render safe efficient service subject to the terms of this contract. The following shall be considered as mandatory requirements:

1. Equipment - All equipment, including motor vehicles and trucks necessary for the performance of this contract, shall at the beginning of the period hereof be in good condition and repair. A standby vehicle shall always be available. The trucks used in collection of garbage or refuse shall be all metal, watertight with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and refuse. To minimize damage to city alleys, trucks will be limited to 18 cubic yard capacity and for street pickups, 25 cubic yards. Commercial front-end equipment will not exceed 40 cubic yard capacity. None of the vehicles used will exceed the legal weight limitation. Said collection vehicles shall be painted and numbered in letters of a contrasting color on each side of the vehicle and maintained in a mechanically sound and safe condition. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week.

2. Office - Contractor shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 AM to 5:00 PM each and every day except Saturday, Sunday and legal national holidays, as a minimum.

3. Office Staffing and Log - The office mentioned in Paragraph G(2) above shall be staffed with sufficient competent personnel to handle calls and inquiries during office hours. A daily log of all service calls, complaints and inquiries taken thereon shall be maintained by Contractor and available to the City.

4. Routes - Times of collection, frequency and level of service will be in accordance to the schedule attached hereto as "Exhibit A" and **and "Exhibit A-1."** made part of this contract.

5. Changes in Times and Routes of Collection - The City Council reserves the right to change or alter the times and routes of collection. Contractor shall be given at least

five (5) days notice if any such action is contemplated by City. No changes in collection schedule shall be made by Contractor without approval by City.

6. Disposal of Garbage and Refuse - Contractor shall have the responsibility for the disposal of all refuse, garbage, weeds and solid waste collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the State of Texas and/or the rules, regulations and standards established or to be established by the Texas Department of Health Resources, Texas Water Quality Board, Environmental Protection Agency and the Texas Air Control Board. If this collection service provides for recycling of specific materials, the Contractor will make every attempt to keep the materials collected in the recycling stream. If, through market conditions, they are unable to do so, the Contractor will notify the City in writing as to why the materials were diverted and in what quantity.

7. Area of Collection - Contractor will collect waste from all residents of the City not delinquent in the payment of the authorized service or any resident requesting such service, or as directed by the City.

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

9. Excessive Interruption in Service - If the interruption in service described in Paragraph G(8) continues for a period of thirty (30) days, the City shall have the right to terminate the rights and privileges granted in this contract.

10. Special Considerations -

- a) The Contractor will provide pickup twice weekly for the City of Universal City at city properties at no cost to the City. Containers will be of the size and type appropriate to volume and characteristics of material.
- b) Contractor will provide to the City, at no additional charge, one permanent 30-cubic yard roll-off container. Placement of such container will be at the direction of the City Public Works Department. Contractor will provide fifteen (15) free pulls per month for the permanent thirty (30) cubic yard container, with a maximum of ten (10) tons per pull. The City will be charged \$22.00 per ton for any load heavier than the ten (10) ton limit, provided Contractor notifies the City within three (3) business days of an overweight load. Otherwise, there will be no additional charge for over-limit loads. Additional pulls will be charged to the City at \$375.89 per pull, provided Contractor has given written notice to City informing the City that the City has reached its maximum monthly allotment. (Ord. 525-J-2008, passed 02 Jan 2008.)
- c) Contractor will provide special pickup services daily at designated locations during the City's annual fall and spring cleanup. Six (6) forty (40) cubic yard roll-off containers, unlimited per annual cleanup will be provided to the City for each such annual fall and spring cleanup. Container and pickup service will be at no cost to the City. Such fall and spring clean-ups shall not exceed two (2) weeks each. (Ord. 525-J-2008, passed 02 Jan 2008.)
- d) Twice each year Contractor will pickup "white waste." Times are at Contractor's discretion with a minimum of a 120-day gap between dates. Selected dates to be published in local media. This pickup will include large household appliances, furniture (or bulky items), or other material not normally collected during twice weekly pickup.
- e) Holidays - Collection will be made for all residential accounts twice weekly regardless of national or state holidays, except for Christmas, New Year's Day, July 4, Labor Day, Memorial Day, and Thanksgiving Day.
- f) Pickup and Handling of Medical Waste - Contractor shall provide special medical waste collection service for medical waste from the Universal City Fire Department once per month at no charge to the City. Contractor shall provide appropriate container of approximately 1 1/2-cubic yard capacity. Medical waste shall be transported and disposed of in accordance with all applicable State of Texas and federal laws, rules, or procedures. Proper manifest and any other associated

documentation shall be furnished upon collection of said medical waste.

H. **TERMS OF CONTRACT:** Contract rights herein granted shall be in force from and after the final approval hereof as required by law and upon filing of acceptance by the Contractor with the City Clerk shall continue in force through December 31, 2015. This contract may be extended for one (1) additional one (1) year term upon the mutual agreement of Contractor and the City, in each party's sole discretion, at least 90 days prior to the expiration of the then current term. If the term of this contract is not accepted by the Contractor and said acceptance in writing filed with the City Clerk within thirty (30) days after the passage hereof, all rights granted herein shall be null and void. (Ordinance 525-P-2013, passed 12/17/13)

I. **NON-TRANSFERABILITY OF CONTRACT RIGHTS:** The Contractor shall not accept, sell or transfer or assign its rights or system under this contract to any other person or corporation without the approval of the City Council.

J. **RATES, COLLECTIONS, PAYMENTS:**

1. Contractor shall be paid by the City for all collections for solid waste services billed by the City within ten (10) days after the 15th and last day of each month with the last payment hereunder to be made during the first calendar month after the expiration of the term hereof or after cancellation hereof, as the case may be.

The residential rate for calendar year 2014 shall be \$16.90 per month per Residential Unit through October 31, 2014. Effective November 2014, the residential rate shall be adjusted to \$18.40 to coincide with the new Large Brush service that Contractor shall begin performing in November 2014. ~~The residential rate shall not be adjusted for changes in CPI (as hereinafter defined) during 2014 or 2015. Effective January 1, 2014, the residential rate to be charged by Contractor to the City for that calendar year shall be \$16.90 per month per Residential Unit.~~ Effective January 1, 2015, and for each year thereafter, Residential Unit rates will be increased based on the CPI (based on changes in CPI for the prior 12 month period). Residential rates during any renewal term shall also be adjusted annually, on each January 1 in accordance with the CPI change. (Ordinance 525-M-2010, passed 2/16/2010)

Contractor will track on a monthly basis the overage tonnage charges and the roll-off franchise fees collected and provide a quarterly report to the City. The Contractor will true-up the accounts at the end of each year of the contract, and either bill the City for the overage tonnage charges, or provide the City with a check for remaining franchise fees owed to the City (Ord. 525-J-2008, passed 02 January 2008.)

3. Contractor shall pay to the city 10% Franchise Fee (excluding roll-off services) based on gross payment by the city. Franchise payment will be made no later than January 31 each year this franchise is in force as payment, with calculation audited and payment adjusted upward, if necessary, the following January, for use of city streets and alleyways and for administrative services (billing). (Ord. 525-G-04, passed 16 Nov. 2004.)

4. Contractor shall pay to the city \$1,000 payment to each of the four designated organizations (Citizens Police Academy Alumni Association, Friends of the Library Assn, Homes for the Homeless, and Parks Partners), in lieu of recycling proceeds, and such other organizations as the city council from time to time deems appropriate and by resolution designates.

Additionally, contractor will donate \$1,000 to the Recycling Committee for their continued support of recycling. The payments totaling \$5,000 will be made in January of each year.

(Ord. 525-O-2011, passed 17 May 2011).

5. a) Except as otherwise set forth in Section II. J. 1., rates for services rendered by Contractor under this contract shall be adjusted annually, on each January 1 of this contract (including any renewals thereof), by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

b) Every calendar quarter, the rates for commercial and roll-off services shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty cent (\$0.20) increase in the price of diesel fuel above and including \$3.00 per gallon (with a 1% surcharge beginning at \$3.00 per gallon and a 2% surcharge at \$3.20 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).

c) Contractor shall also be entitled to request from the City an increase in rates from time to time during the term of this contract, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs for federal, state or local laws, rules or regulations, or increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the City at its request. The City's approval of such increases will not be unreasonably withheld. (Ord. 525-J-2008, passed 02 Jan 2008)

K. **RECORDS AND REPORTS:** The City shall have access at reasonable hours to all the Contractor's records, customer service cards, and all papers relating to the operation of said Contractor within the City of Universal City.

L. **COMPLAINTS:** Must be in writing and mailed (or presented) to the city manager or designated representative for action.

M. **COMPLAINT RESOLUTION AND PENALTIES:** Contractor will pay a penalty of not less than \$25.00 nor more than \$500.00 for each customer complaint not satisfactorily resolved. Satisfactory resolution will be determined by the city manager. Contractor may appeal to City Council who will make a final determination.

Penalty will be deducted from Contractor's proceeds the billing cycle following city manager determination unless appealed, in which case, Council will provide further instructions. Twenty-five (25) unresolved complaints will be a basis for contract review by City Council for contract termination.

N. **INVESTIGATION AND PUBLIC HEARING:** The City Council shall have full power to examine or cause to be examined at any time, and at all times, the books, papers and records of Contractor with relations to the operation of the garbage collection system within the City of Universal City. In this connection, the City shall have the right, through its Council, to take testimony and compel the attendance of witnesses or the production of books, papers and the attendance of witnesses and to examine witnesses under oath and under such rules and regulations as it may adopt. If any office or board, or agent or employee of Contractor refuses to give testimony before said Council, Council shall have power to vote to declare this contract a privilege and default and terminate it.

O. **NOTICES:** Where written notices are provided for in this contract, same shall be sufficient to notify Contractor if mailed by certified mail to the proper address as specified in this contract and shall be sufficient to notify the City if mailed by certified mail to the City Clerk, City of Universal City, 2150 Universal City Blvd., Universal City, TX 78148. (Ord. 525-G-04, passed 16 Nov. 2004.)

P. **RATE CONFIRMATION AND OPTION:** The rates shown in Exhibit B are binding and in effect for the first year of the contract. The Contractor shall be entitled to a rate change at the beginning of the second year and each subsequent year (if renewed) in a percentage amount equal to the change of the consumer price index (CPI).

Q. **BILLING AND COLLECTION:** For the purpose of convenience, the billing and collection of residential charges levied for the garbage service shall be done by the Utilities Department of the City and all such fees shall be payable at the municipal offices. The City will prorate a new customer service to the nearest half-month charge relative to the commencement of service (service shall be considered commencing when water is turned on to that customer). All charges shall be due and payable each month concurrent with utility bills. Utilities will be discontinued for lack of payment of any garbage bill or any part thereof.

Waste Management of Texas, Inc., shall provide the billing and collection of charges to all commercial and multi-family customers for the City. (Ord. 525-P-2013, passed 12/17/2013)

R. PROHIBITING THE SCAVENGING OF RECYCLABLE MATERIALS FROM RESIDENTIAL AREAS WITHIN THE CORPORATE LIMITS:

1. No person or persons, other than the current resident of the property on which the items are placed, or an authorized carrier, shall remove, pickup, or transfer recyclable materials left at curbside in any residential subdivision, or at curbside at any single-family residence. Materials left at curbside in either specifically marked recovery containers or any other type of container are to be picked up by a designated carrier for the purpose of removal of recyclable materials. Materials referred to and to be left at curbside in specifically marked containers, will include recyclable materials included in the City's recycling program.

2. Each removal of an item or items from a residential subdivision residence location or a single-family residence location shall constitute a separate violation of this ordinance. Unauthorized persons removing materials or bins other than those persons designated above shall be fined a minimum of \$500.00 up to a maximum of \$2,000.00 per occurrence.

S. SEPARABILITY: If any section, sentence, clause or paragraph of this ordinance is for any reason held to be illegal or invalid, such invalidity shall not affect the validity of the remaining portion of this ordinance.

T. REPEALER CLAUSE: Any ordinances and agreements in conflict herewith are hereby repealed in their entirety effective January 1, 2014. (Ordinance 525-P-2013, passed 12/17/13)

U. STORM DEBRIS: Contractor and City understand and agree that, in the event of a hurricane, tornado, flood or natural disaster (a "Storm Event"), Contractor shall have no obligation under this contract to collect any storm debris resulting therefrom. The parties agree that evidence of the occurrence of a Storm Event shall be accumulations of waste in all or a portion of the City after such event which are in excess of the amounts of waste generally and routinely generated within the City and collected by Contractor. Waste generated by minor storms and similar events within the City shall not be considered storm debris, and shall be collected by Contractor in accordance with this contract. (Ord. 525-J-2008, passed 02 Jan 2008)

EXHIBIT A

- A. **ROUTES AND TIMES OF COLLECTION:** Garbage pickup shall be twice a week per residential customer in the City from sunup to sundown. The City is divided into two routes for purposes of collection of regular garbage as follows:

Monday and Thursday - Route No. 1 Wednesday and Saturday - Route No. 2

Effective November 2014, Contractor shall begin providing Large Brush pickup shall be once per month per customer in the City from 7:00 AM to sundown. The City is divided into two zones for purposes of large brush collection as follows:

Green: 4th Week of the Month **Gold:** 2nd Week of the Month

Large Brush pick up shall occur Monday thru Friday

- B. **SCOPE OF WORK:**

1. Twice a week pickup of garbage and trash;
2. Yard Waste, bagged or bundled, will be picked up on regular garbage and trash days;
3. Once every other week pickup of recyclable materials [corrugated cardboard, glass (clear or brown), steel cans, paper, plastics and aluminum]. Containers for recycling are to be provided by the Contractor. Residents may elect to provide other containers for recycling purposes at their own expense. Resident provided containers must be clearly marked "recycle." (Ordinance 525-P-2013, passed 12/17/13)

- C. **PICK-UP POINTS FOR COLLECTION:**

1. Garbage containers shall be placed so that they are accessible from the alley without collector entering private property. Where no alley exists or is inaccessible, garbage containers shall be placed so that they are accessible from the curb line without the collector entering upon private property;
2. No trash or garbage containers will be placed on the curb line earlier than twenty-four (24) hours prior to the time of collection and empty containers will be removed within twenty-four (24) hours after the time of collection.

- D. **TYPES OF COLLECTION:**

1. Residential Service

- a) The Contractor shall provide curbside collection service for the collection of residential refuse to each residential unit two (2) times per week;
- b) The Contractor shall provide for the special collection of bulky waste and construction debris as specified and may also provide for the special collection of dead animals and hazardous waste at its discretion and upon such terms and conditions as they specify.

2. Recycling

- a) The Contractor is to collect certain source separated commodities to be recycled by a commodity buyer who has experience in the processing and sale of commodities. The Contractor will not be required to collect commodities, those which are mixed with garbage, trash, and rubbish normally collected by sanitation crews. The Contractor will notify the City of any such addresses where the residents are so commingling commodities and will also tag the recycling container as to the reason it was emptied;
- b) The Contractor shall provide curbside collection service for recyclable materials once every other week initially. Experience may dictate that collection may need to be at some other interval;

c) The Contractor shall supply and distribute to each residential unit a container for the materials to be collected. Such container shall be constructed from a high density polyethylene resin, with a minimum capacity of eleven (11) gallons;

d) The commodities to be initially collected by the Contractor under this contract are glass, steel cans, plastics, aluminum and paper products (to include corrugated cardboard);

e) The Contractor will contact each commercial customer within three months of the signing of this contract in an effort to customize a recycling program for the recyclables as identified in the definitions (see Section I), plus corrugated cardboard and high-grade office paper. All contracts are to be negotiated with the individual customer. Prices and rates are to be approved by the City. A report of the commercial contracts will be provided to the City at the end of those months.

3. Yard Waste

a) The Contractor is to collect certain separated yard waste to be recycled by the Contractor or a subcontractor who has experience in using the yard waste for composting, mulch, fuel or other operations. The Contractor will not be required to recycle yard waste that is commingled with garbage, trash and rubbish normally collected by sanitation crews. The Contractor will notify the City of any such addresses where the residents are so commingling yard waste and will also tag the containers as being unacceptable for collection;

b) The Contractor shall provide curbside collection service for the collection of properly prepared yard waste from each residential unit one (1) time per week;

c) Yard waste shall be placed by residents in containers or bundles. Use of plastic bags is discouraged but will be accepted by the Contractor. Garbage cans or crushable cardboard containers are preferred.

4. **Brush - Tree, shrub or brush trimmings not to exceed 2 cubic yards; if a pile contains more than 2 cubic yards, see LARGE BRUSH. Brush piles 2 cubic yards or less shall be tied and bundled (see BUNDLED) and will be collected on regular trash days including alley pick up.**

5. **Large Brush**– Tree, shrub or brush trimmings in excess of 2 cubic yards, but **not to exceed a pile of 8 cubic yards (6' x 12' x 3')**. Large brush piles must be stacked neatly and will be picked up 1 x per month according to pickup zone. All large brush must be at curbside by 7:00 AM on Monday per the respective zone. **No Exceptions.**

Curbside only-no alley pick up.

Large brush in excess of 8 cubic yards or brush not put out at the designated day/time per the zone shall not be picked up by Waste Management and shall be disposed of in a landfill by the occupant, homeowner or property owner

Tree, shrub or brush trimmings work done by a contractor will not be picked up. The contractor or the homeowner shall bear the responsibility for disposing of the brush in a landfill.

E. **TIME OF COLLECTION:** Contractor shall make no collections in residential districts prior to 7:00 AM and collections in business districts shall not be commenced earlier than 6:00 AM.

F. **WASTE FROM LOT CLEARING OR CONSTRUCTION DEBRIS:** Major remodeling and/or demolition or lot clearing prior to construction will not be picked up with residential refuse. Arrangements for special pick-ups can be made directly by the customer to Contractor at a cost in accordance with "Exhibit B."

G. **DEAD ANIMALS:** Dead animals, except for small dead animals such as cats, dogs, and the like, are not required to be accepted by the Contractor. The Contractor, upon call with no extra compensation, shall as a special service, pick up small dead animals from

the street or upon request from a customer. A record shall be kept of these special service pick-ups and filed with the city manager on a monthly basis. The owner shall be responsible for the removal and disposal of excessively large dead animals such as cows, horses, mules and goats.

- H. **LIMIT ON TREE OR BRUSH PICK-UPS:** All brush and ~~large~~ trimmings **piles of two cubic yards or less** to be collected by Contractor shall be placed by property owners at the curb line if there is no alley, or in the alley if one exists. Trees, brush and limbs **shall be bundled and** cannot exceed four (4) inches in diameter nor five (5) feet in length. Leaves and grass clippings and small brush items are to be placed in crushable containers or garbage cans. **Large brush piles in excess of 2 cubic yards but not exceeding 8 cubic yards shall be picked up curbside 1 x per month.**

I. **TYPES OF CONTAINERS:**

1. Customer Furnished - Containers shall be watertight outdoors receptacles of solid and durable grade metal or plastic, standard containers sold at any local store, but not less than 20 gallons. The combined weight of the garbage and container shall not exceed forty (40) pounds. Containers shall be provided with suitable lifting handle or handles on the outside and have a tight fitting lid. The container must not have any inside structures, such as inside bands and reinforcing angles or anything within the container to prevent the free discharge of the contents. Containers that have deteriorated or that have been damaged to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or other persons whose duty it is to handle the containers, or to such extent that the covers will not fit securely, will be condemned by the City of Universal City. (Ord. 525-L-2009)

2. Commercial Containers - Contractor shall provide and keep in a sanitary condition all bulk containers for customer use. Vehicles used for collection of bulk containers shall contain spraying equipment for weekly deodorizing of containers. Containers used for food waste shall be emptied not less than three (3) times per week and up to six (6) times per week, depending upon the type of waste stored in the container. All such containers provided by contractor shall be delivered to customers free of all or any graffiti. (Ordinance 525-P-2013, passed 12/17/13)

Commercial bulk container contracts will be negotiated between the customer and the Contractor, a copy of the contract will be made available to the city Utility Billing Department within three (3) days. Monthly charges for these mechanically lifted containers shall not exceed service fees as specified for commercial bulk containers in Exhibit B.

EXHIBIT A-1

Large Brush Collection Zones shall established with the Green Zone (North of Pat Booker Road) receiving large brush pick up the 4th week of every month and the Gold Zone (South of Pat Booker Road) receiving large brush pick up the 2nd week of every month.

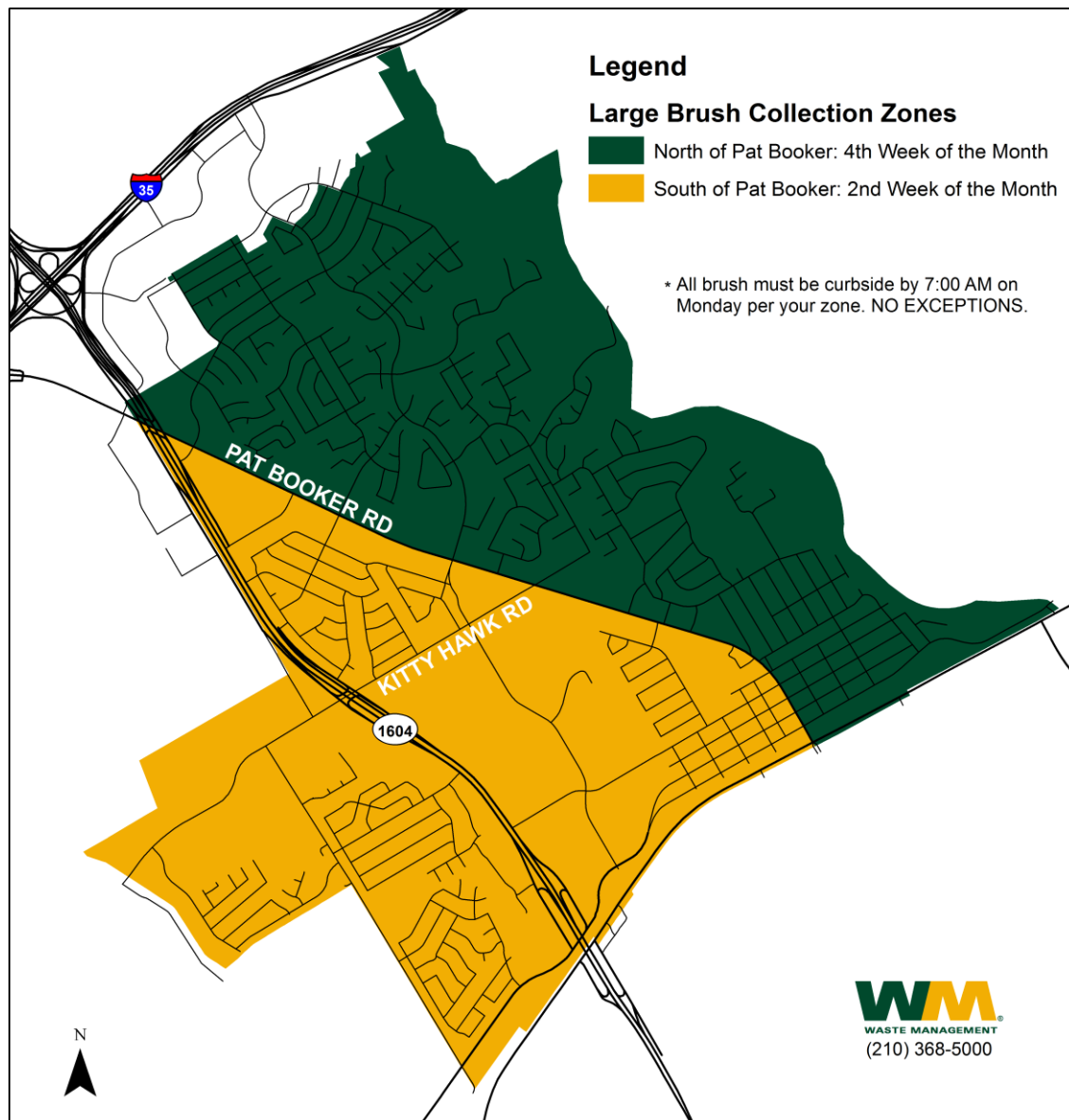
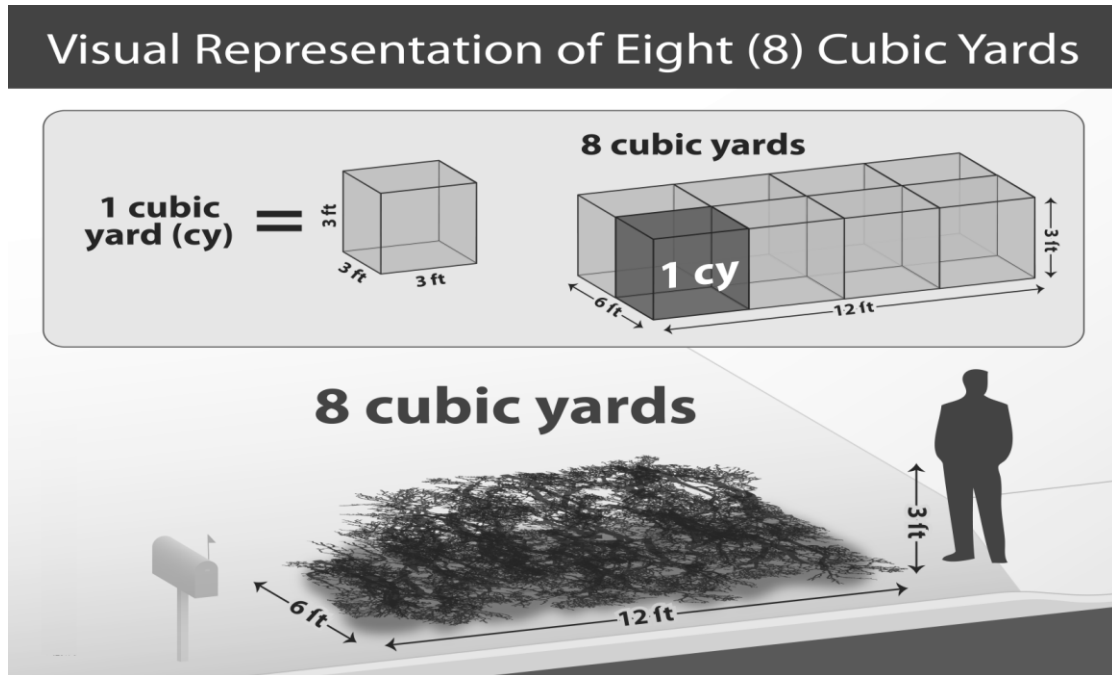


EXHIBIT B
Service Fees Effective January 1, 2014 (REVISED 10/08/2014)

A. Residential (curbside) 2/wk

Class I	- Residence, Single Family (Effective Nov. 2014)	\$16.90 \$18.40 per month
Class II	- Trailer Parks per month (2 or more) (based on number in park on the 15th of the month).	\$12.96 per unit
Class III	- Apartments, Duplexes per month	\$12.96 per unit
Class IV	- Motels per month	\$ 8.55 per unit

B. Commercial

Class V	- Offices, Barber Shops and Professional Service (1-3 thirty (30) gallon containers per pick up)	\$16.21 per month
Class VI	- Light retail/industrial (grocery store under 2,000 square feet) (4-6 thirty (30) gallon containers per pick-up)	\$27.00 per month
Class VII	- Medium retail/industrial (garages/filling stations, drug stores 2,000-4,000 square feet) (7-10 thirty (30) gallon containers per pick-up)	\$39.69 per month
Class VIII	- Heavy retail/industrial (11-14 thirty (30) gallon containers per pick-up)	\$61.42 per month
Class IX	- Toter carts/commercial (90-gallon container; up to 3 pick-ups per week)	Add to cntr service in Item C

C. Commercial Bulk Containers

Container Size	Times Per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
Per Toter	21.60	43.21	64.83	86.44	108.04	129.65
2 cubic yard	42.69	85.39	128.09	171.25	213.00	256.33
3 cubic yard	64.04	108.88	192.13	256.18	320.23	269.00
4 cubic yard	72.58	170.79	256.18	341.58	427.22	512.59
6 cubic yard	97.99	217.75	384.27	512.35	640.45	768.00
8 cubic yard	145.17	290.34	435.50	555.17	725.84	871.01
10 cubic yard	213.46	426.94	640.45	853.88	1,067.35	1,290.81

(Ordinance 525-P-2013, passed 12/17/13)

Container pickups in excess of the customer's scheduled service will be charged at the following rates, per container service:

Per Toter	21.60
2 cubic yard	32.41
3 cubic yard	32.41
4 cubic yard	32.41
6 cubic yard	54.00
8 cubic yard	65.00
10 cubic yard	75.00

For lock service \$12.00 per month/per container

D. Roll-Off Containers
 (15% franchise fee on roll-off revenues)

Container Size	Hauling Rate
20 cubic yard open top	\$ 399.89
30 cubic yard open top	432.27
40 cubic yard open top	464.64
Compactor	266.58 per haul plus disposal fee

No delivery charges or rental fees on open-top roll-off.
 Rental of roll-off compactor equipment to be negotiated by Contractor directly with customer.

E. Other Containers

Compactors (Front-load or rear-load compactor services)	3.0 times the rate in Item C above.
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F. Commercial Cardboard Recycling

6 or 8 cubic yard	1/wk	\$ 47.57
	2/wk	95.02
Compactor		
Rent or Purchase price to be determined		
40 or 42 cubic yard receiver container	per haul rate	\$517.50
	monthly rental	183.58

Compactor proceeds go directly to customer from recycler.

G. Commercial Single Stream Recycling (Ordinance 525-N-2010)
 (10% Franchise Fee on single stream recycling revenues)

Roll-offs		
20 yd	\$200	Per Haul
30 yd	\$200	Per Haul
40 yd	\$200	Per Haul
Recycling Compactor \$225 Per Haul		
Front Load		
6 yd	\$70	1/wk pick-up
8 yd	\$99	1/wk pick-up

Recycling proceeds go directly to customer from recycler. Rebates do not apply to front loaders.