

RESIDENTIAL AND MUNICIPAL OPERATION SOLID WASTE COLLECTION CONTRACT

THIS **RESIDENTIAL AND MUNICIPAL OPERATION SOLID WASTE COLLECTION CONTRACT** ("Contract"), is effective as of the date set forth on the signature page hereto (the "Effective Date") by and between the City of Farmers Branch, Texas, a Texas home rule municipality (hereinafter called "City"), and Community Waste Disposal, L.P., qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party".)

RECITALS

WHEREAS, City desires to provide an exclusive franchise and contract to operate over, upon, along and across the present and future streets, alleys, bridges and public properties of the City for the purpose of providing services related to the collection of Waste Material from all residential customers located within the City's Limits and transportation of said Waste Material to its point of disposal subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate a residential Waste Material collection, transport and disposal service in accordance with the provisions of this Contract;

NOW, THEREFORE, upon the mutual covenants, conditions and promises contained herein, City and Contractor hereby agree as follows:

Article I GRANT OF CONTRACT; TERM

- 1.01 **Grant of Contract and Franchise.** City hereby grants to Contractor:
- (a) the sole and exclusive franchise, license and privilege within City's Limits to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Residential Customers located within City's Limits; and
 - (b) the sole and exclusive franchise, license and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.
- 1.02 **Initial Term.** The Initial Term of this Contract ("the Initial Term") shall commence on June 1, 2019 (the "Commencement Date") and shall end on May 31, 2024 ("the Termination Date"), unless otherwise extended or terminated earlier as provided herein.
- 1.03 **Extension Term.** The Initial Term may be extended by agreement of the Parties for two (2) additional years upon the same terms and conditions as herein set forth. City shall notify Contractor no later than nine (9) months prior to the end of the Initial Term if City elects not to extend the term of this Contract. This Contract will be renewed for an Extension Term if City fails to provide the notice to Contractor of its election not to renew the Contract as provided herein. Notwithstanding the provisions herein regarding the Extension Terms, the Parties agree that City may, at any time prior or subsequent to expiration of the Initial Term, solicit bids or proposals or contract for the collection of Waste and Recyclable Materials such other services as are provided for herein for a period commencing after the Termination Date.

Article II

DEFINITIONS

Unless otherwise specified herein or the context clearly indicates otherwise, the following terms shall have the following meanings:

“Applicable Laws” shall mean all statutes, rules, regulations, permits, judgments, or orders and all other requirements of the United States, State of Texas, City of Farmers Branch, Texas, or other federal, state, or local governmental body, agency, or court having jurisdiction in the applicable matter.

“Brush and Bulky Waste” shall mean non-putrescible waste materials typically exceeding 50 pounds that do not fit into a rollout cart or due to the size and nature of the material requires more than one person to pick up and load into a collection vehicle. Examples include, but are not limited to, white goods, large brush piles, and stumps.

“City’s Limits” shall mean the area within the boundaries of the incorporated limits of the City as established by City’s home rule charter and subsequently amended through duly adopted annexations.

“Code of Ordinances” shall mean the Code of Ordinances of the City of Farmers Branch, Texas, as amended.

“Commercial Customer” shall mean any person, corporation, business, institution, and any other entity within the City’s Limits other than a Residential Customer or the City that generates Waste Material that is deposited in a proper container and collected within the City’s Limits.

“Damaged or Inoperable Rollout Cart” shall mean a Rollout Cart that has been damaged to the point that precipitation or animals or vectors can freely enter the cart or the cart cannot be rolled to the collection location.

“Director” shall mean City’s City Manager or such other person as may be designated by the City Manager from time to time to serve as the City’s primary representative authorized to grant consents are described in this Agreement.

“Disposable Containers” shall mean plastic bags, paper bags, or cardboard boxes

“Disposal Site” shall mean the Type I municipal solid waste landfill (also known as the “Camelot Landfill”) owned by City and located at 580 Huffines Road, Lewisville, Texas.

“Excluded Waste” shall mean any material containing hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations. Excluded Waste also includes any materials for which the transportation and disposal of the same is subject to additional government regulation or special handling requirements beyond that which is applicable to municipal solid waste, used cooking grease, grease trap waste, grit trap waste, and Recyclable Materials. Excluded Waste does not include non-acute hazardous materials generated by a Customer who is a Conditionally Exempt Small-Quantity Generator (“CESQG”) as defined in 30 T.A.C. §330.3(32) as a person that generates no more than 220 pounds of hazardous waste in a calendar month, provided that the hazardous materials generated by the CESQG can be accepted at the Disposal Site pursuant to the then current TCEQ permit issued to the City for operation of the Disposal Site. Notwithstanding anything in this Contract to the contrary, any material or substance that poses a reasonable risk of causing damage to Contractor’s equipment (including, but not limited to, vehicles and Containers) that would require Contractor to incur

repair costs beyond those normally required to repair or refurbish the equipment as the result of normal wear and tear or that otherwise poses a reasonable risk of the partial or total destruction of Contractor's equipment shall be deemed Excluded Waste.

"Extension Terms" shall mean the periods of time (a) beginning April 1, 2021, and ending on March 31, 2022 and (b) beginning April 1, 2022, and ending on March 31, 2023 respectively.

"Garbage" shall mean putrescible animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of food.

"Hazardous Materials" and "Hazardous Waste" shall mean solid waste identified or listed as a hazardous material or hazardous waste by the Administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901, et seq.), or by any appropriate state agency under federal or state law.

"Municipal Facilities" shall mean City-owned buildings and parks located at the addresses set forth in Exhibit "A" attached hereto and incorporated herein by reference, and such other City-owned buildings that may be acquired by the City after the Effective Date.

"New Residential Customer Service" shall mean a residential dwelling that did not exist prior to the Commencement Date, but shall not include a single family residential unit constructed to replace another single family residential unit located on the same lot or parcel of land which unit was destroyed or demolished after the Commencement Date.

"Prior Agreement" shall mean that certain *Residential and Municipal Operation Solid Waste Collection Contract* between the Parties effective April 1, 2016.

"Proposal" shall mean that certain Proposal for Residential and Municipal Operations Solid Waste Collection- RFP# 15-16 dated October 14, 2015 and submitted pursuant to the RFP.

"Recyclable Material" shall mean a material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the person actually abandoning or disposing of the material.

"Residence" shall mean a dwelling designed and constructed with one or two dwelling units, each unit designed for occupancy on a lot or separate building tract by one family and located within the City's Limits.

"Residential Customer" shall mean a person or people owning, leasing, and/or otherwise residing in a Residence.

"RFP" shall mean that certain Request for Proposals – Residential and Municipal Operations Solid Waste and Recycling Collection, RFP #15-16 closing date October 15, 2015, inclusive of all addenda thereto, prepared by City.

“Rollout Cart” shall mean a high density polyethylene (HDPE) cart with functional lid and wheels supplied by Contractor for collection of Recycling or Waste Materials pursuant to the provisions of this Contract.

“Rubbish” shall mean non-putrescible solid waste, such as wood waste, tree trimmings, yard waste, discarded mattresses, scrap metal, and discarded furniture.

“Term,” when used in reference to the effective duration of shall include the Initial Term and the Extension Terms if the option is exercised with the respect to one or both of the Extension Terms.

“Trash” shall have the same meaning as Rubbish.

“Waste Material” shall mean useless, unwanted or discarded materials with insufficient liquid content to be free-flowing that result from residential, governmental and community operations which require proper storage, collection, transportation and disposal. Waste Material does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

“Yard Waste” shall mean cut grass, leaves, small sticks, twigs that can fit into a typical paper lawn and leaf bag or 35 gallon plastic bag.

Article III **SCOPE OF WORK**

3.01 **General/ Service Agreements.** The work under this Contract shall consist of:

- (a) manual or semi-automated collection and processing of Recyclable Materials not less than one (1) time per week’
- (b) manual or semi-automated collection and disposal of Garbage and Rubbish in Rollout Carts or disposable containers weighing less than 50 pounds from Residential Customers at each Residence not less than two (2) times each week for residences east of I-35E and west of Midway Road and not less than one (1) time each week for residences west of I-35E;
- (c) collection and disposal of Waste Material from Municipal Facilities identified in Exhibit “A”; and
- (d) purchasing and maintaining carts for storage and collection of Recyclable and Waste Materials; and
- (e) providing recycling containers and temporary dumpsters and associated container service for City special events.

The above services shall include all supervision, materials, vehicles, equipment, labor and all other items necessary to collect and process Recyclable Materials and collect and dispose of the Waste Material in accordance with this Contract.

3.02 **Work Not Covered By Contract.** The work under this Contract does not include:

- (a) the collection or disposal of Excluded Waste; or

- (b) the collection or disposal of Waste Materials from Commercial Customers; or
 - (c) the collection of Bulky Waste, Bulky Construction Debris, or Household Hazardous Waste.
- 3.03 **Right to Reject Excluded Waste.** City agrees that if Excluded Waste is set out by a Residential Customer for collection, Contractor may, in its sole discretion, reject such Excluded Waste. Neither title to, nor liability for, Excluded Waste shall pass to Contractor.

Article IV
COLLECTION OPERATIONS – GENERAL PROVISIONS

- 4.01 **Hours of Collection.** Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 5:00 P.M., each service day unless:
- (a) Contractor provides City notice to the City with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time; and
 - (b) City determines that the collection will not result in a violation of City's ordinances regarding excessive noise set forth in Sec. 34-250 of the Code of Ordinances, as amended.
- 4.02 **Collection Routes.** Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:
- (a) such change has been approved in writing by the Director, which shall not be unreasonably withheld or delayed; and
 - (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than thirty (30) days prior to the date of the new collection dates become effective.
- 4.03 **Collection Locations; etc.** Contractor agrees that in collecting Waste Materials and Recyclable Materials from Residential Customers:
- (a) Contractor shall collect the Waste Material and Recyclable Materials from either the front curb or, where the route requires, alleyways of the Residences of Residential Customers ("Collection Location");
 - (b) Contractor shall collect all Waste Material in Rollout Carts and/or disposable containers in bags and Recyclable Materials from a Collection Location regardless of the volume or total weight of the Waste Material; provided, however, individual bags weighing more than fifty (50) pounds may be left at the Collection Location;

- (c) Contractor will collect one or two lightweight objects placed outside of the Rollout Cart or Disposable Containers such as mops, garden hoses, car seats, and plastic children's toys;
- (d) Contractor shall collect Recyclable Materials from Residential Customers only in Rollout Carts; and
- (e) After emptying the contents of each Rollout Cart, the Rollout Cart shall be returned to a location within two feet (3.0') of where the Residential Customer placed the Rollout Cart prior to collection. Contractor shall not place container in the driveway.

4.04 **Rollout Cart Purchase and Maintenance.** Contractor agrees to purchase sufficient number of Rollout Carts for the storage and collection of Recyclable and Waste Materials from Residential Customers. The Parties acknowledge the initial number and size of Rollout Carts to be purchased by Contractor was determined by City and provided to Contractor on or prior to the effective date of the Prior Agreement. Contractor shall be solely responsible for the maintenance and replacement of all Rollout Carts during the term of this Contract. Contractor shall replace Damaged or Inoperable Rollout Cart not later than seven (7) days after receipt of notification that a Rollout Cart is a Damaged or Inoperable Rollout Cart. Not later than the tenth (10th) day of each month during the term of this Contract, Contractor shall deliver to City a report on the number of Damaged or Inoperable Rollout Carts replaced by Contractor during the prior calendar month. City shall review the number of Damaged or Inoperable Rollout Carts replaced or change in service requests during the previous month to determine the monthly rate.

Article V

CUSTOMER SERVICE

- 5.01 **Complaints.** All complaints made directly to Contractor or forwarded to Contractor by City shall be given prompt and courteous attention. Contractor will answer Customer calls in a timely manner and will use commercially reasonable efforts to respond to all e-mails, written inquiries (regardless of how delivered), voice mail messages, and other Customer inquiries not later than the next business day following receipt of the inquiry.
- 5.02 **Complaint Log.** City and Contractor shall make and keep records of all complaints regarding missed collections which shall include (a) the date of the complaint, (b) the name and address of the complainant, (c) the time and date the complaint was made, (d) Contractor's determination, and (e), the date and time when the Complaint was resolved.
- 5.03 **Deductions for Non-Performance.** Contractor understands that providing exceptional service is a top priority of this Contract. The following acts or omissions shall result in a deduction from the Collection Fee to be paid Contractor in the following amounts:
 - (a) A deduction of \$50.00 shall be made for each missed collection at a single address when a Residential Customer reports a missed collection provided that:
 - (1) The missed collection is reported not later than the first business day after the scheduled collection date;
 - (2) Two or more missed collections have been reported at the same address within the 90 day period prior to the missed collection for which the penalty is to be assessed.

- (b) A deduction of \$100 shall be made if Contractor fails to clean up any spill or leak of Waste or Recyclable Materials caused by Contractor, Contractor's vehicles or Contractor's employee's or subcontractors within twenty four (24) hours of receipt from City of written notice of such spill or leak; provided, however, if the nature of the leak or spill is such that completion of the clean up cannot reasonably be completed within 24 hours of notification, or inclement weather prevents proceeding with the clean up, Contractor shall be provided reasonable additional time to complete the clean up properly. Notwithstanding the foregoing, no deduction shall be made in relation to cleanup resulting from leaks or spills resulting from disposal of unacceptable items or liquids including motor oil, hydraulic oil, cooking oil, chemicals, paint, solvents, stains, gasoline or Excluded Wastes a Residential Customer.
- (c) Deductions shall be made for failing to complete 95% or more of scheduled collections on a collection day subject to the following:
 - (i) The deduction shall be \$150.00 if the required percentage of scheduled collections is not completed prior to 5:00 PM on a collection day, but are completed before 7:00 P.M.
 - (ii) The deduction shall be \$350.00 if the required percentage of scheduled collections is not completed prior to 7:00 PM on a collection day;
 - (iii) If the deduction is made for (ii), above, no deduction for (i) will be made for that day; and
 - (iv) No deduction shall be made pursuant to (i) or (ii), above, if (1) Contractor completed 99% of all scheduled collections prior to 5:00 P.M. on each collection day during the ninety (90) calendar days prior to the date on which a deduction might otherwise be made, (2) Contractor notifies City the same day on which the required percentage of collections will not be completed within the time required and the reason such failure will occur; and (3) Contractor completes the scheduled collections on the scheduled collection day, even though not by the time required.
- (d) The Director shall notify Contractor in writing of each situation which may result in deduction pursuant to this Section 5.03. Not later than one business day after receipt of the forgoing notice, Contractor shall either resolve the situation or notify the Director in writing of the plan to address the situation.
- (e) Notwithstanding anything to the contrary in this Section 5.03, deductions will not be made when the average number of missed collections per month during the preceding six (6) calendar months is less than 0.6% of the total scheduled collections during each month in said six-month period.
- (f) In no case shall the deductions made pursuant to this Section 5.03 exceed \$5,000 in any given period of three (3) consecutive calendar months or \$10,000 in any given period of twelve (12) consecutive calendar months.
- (g) Events which would give rise to a deduction under this Section 5.03 that are the result of a Force Majeure as set forth in this Agreement shall not be considered in making any such deductions, provided that Contractor notifies the Director prior to 3:00 P.M. of the scheduled collection day that such event of Force Majeure has occurred.

5.04 **Assessment as Liquidated Damages and Not Penalty.** Because Contractor's failure to resolve Unresolved Complaints or failure to make required collections of Residential Customer Waste Materials and/or Recyclable Materials and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints (which Residential Customers are citizens and/or property owners located in City's Limits), cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the deductions made in accordance with Section 5.03, constitute liquidated damages and not a penalty.

5.05 **Adding Residential Customers.** Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from the City.

5.06 **Holidays.**

The following shall be holidays for purposes of this Contract: New Year's Day, Independence Day, Thanksgiving, and Christmas. Contractor may observe all of said holidays by suspending collection services on those holidays. If Contractor opts to provide service on any of said holidays, City must be notified two months prior to the holiday date to allow sufficient time for public communication and any alternative collection schedule regarding the aforementioned holidays. Contractor will not be responsible for providing make-up collection for residential routes that occur on the above-mentioned holidays.

5.07 **Collection Equipment.**

5.07.1 ***Vehicles.*** Contractor shall provide and maintain a fleet of collection vehicles sufficient in number and capacity to efficiently perform the collection of Waste Materials as required by this Contract, which vehicles shall:

- (a) be maintained in a clean, workmanlike manner (including, maintaining seals on the hoppers to minimize liquids escaping the vehicle during collection and transport);
- (b) be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's local office, posted on the each cab door of the vehicle and such other place required by applicable state regulations;
- (c) display all applicable vehicle inspection stickers issued pursuant to State law. Notwithstanding the fact that a vehicle is displaying a valid and current inspection sticker, City may at any time inspect and require Contractor to bring a vehicle into compliance with state requirements for condition and operation of the vehicle's tires and equipment if it is determined the equipment or tires would not pass a state inspection. Such inspection by City shall be conducted in a manner that does not unreasonably interfere with Contractor's operations; and
- (d) be equipped with a shovel and broom to be used for collection of spilled Waste Material.

5.07.2 ***Inventory of Equipment.*** Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service.

5.07.3 ***Replacement Vehicles.*** Contractor acknowledges that it has represented in the Proposal that Contractor has the ability to access temporary replacement equipment and vehicles in order to be able to maintain a consistent level of collection services as required by this Contract. Contractor agrees, upon request, to provide City with its action plan with respect to temporary vehicles and disaster clean-up resources.

5.08 **Office.** Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:30 A.M. and 5:30 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time.

5.09 **Phone Contact Number.** Contractor shall maintain telephones with either a Dallas-area local phone number or toll-free number that is answered at Contractor's local office by a responsible person in charge as well as adequate employee's available to answer such phone between 7:30 a.m. and 5:30 p.m. Central Time on regular collection days. Contractor shall provide an informative recording answering frequently asked questions for incoming customer callers which shall be available during all hours. City agrees to maintain the telephone number being used as of the Effective Date by City for calls related to residential solid waste collection services and, if necessary, have the phone automatically forwarded to the Contractor's customer phone number.

5.10 **Hauling.** All Waste Material hauled by Contractor shall be so contained, tied or enclosed in such a manner that leaking, spilling or blowing are minimized.

5.11 **Cost for Disposal at Disposal Site.**

5.11.1 Contractor shall dispose of Waste Material collected pursuant to this Contract at Contractor's sole cost at a Type I municipal solid waste landfill permitted by TCEQ to receive the Waste Material. Contractor acknowledges and agrees that the Annual Contract Fee set forth in Section 6.01 is inclusive of all charges to City related to disposal of Waste Material, if any, collected from Residential Customers and municipal operations as set forth in Sections 1.01(a) and (b) at a Type I municipal solid waste landfill. City agrees that Contractor may dispose of the Waste Material in an amount not to exceed 16,500 tons per Contract Year at the Disposal Site at no charge to Contractor. For purposes of this Section 5.11, "Contract Year" means the twelve (12) month period beginning each April 1st and ending on the immediately following last day of March occurring during the Term of this Contract, inclusive of April 1, 2015. Contractor acknowledges Camelot Landfill closes at 5:00 P.M. as of the beginning of the term of this Contract, and that the ability to dispose of Waste Material at the Camelot Landfill will be dependent on arrival of Contractor's collection vehicles during the Camelot Landfill's normal business hours.

5.11.2 Notwithstanding anything in Section 5.11.1 to the contrary, if the Camelot Landfill is closed or inaccessible during normal business hours for reasons beyond the control of Contractor and/or City such that it is necessary for Contractor to transport Waste Material collected pursuant to this Contract to a different Type I municipal solid waste landfill, Prior to transporting Waste Material to an alternate landfill, Contractor shall contact the Director to seek consent to and

direction regarding which Type I municipal solid waste landfill shall be used for disposal of the Waste Material. City agrees to reimburse Contractor for disposal fees charged by the operator of the alternate landfill to Contractor for disposal Waste Material at the alternate landfill, but only if the Director has agreed in advance in writing to the use of such alternate landfill.

- 5.12 **City Hauled Recyclable Materials to Contractor Material Recovery Facility.** City shall have the right to haul recyclable materials from City's maintained recycling drop off location(s) to Contractor's Material Recovery Facility ("MRF") at no charge to City. Contractor has the right to reject material transported by City based on permit acceptance criteria for its MRF.
- 5.13 **Point of Contact.** All dealings, contacts, etc., between Contractor and City shall be directed by Contractor to City's point of contact, and, by City to Contractor's General Manager, Operations Manager, or Municipal Manager. Until notified otherwise, City's point of contact shall be the Director.
- 5.14 **Litter or Spillage.** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, recyclables, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.
- 5.15 **Contractor's Employee's.** Contractor's officers, employees, or agents assigned to perform collection services to Residential Customers pursuant to this Contract shall:
- (a) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification identifying themselves as employees of the Contractor;
 - (b) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
 - (c) never identify themselves, or in any way represent themselves, as being employees or agents of City;
 - (d) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.

Article VI
ANNUAL CONTRACT FEE; FUEL COST ADJUSTMENT
SPONSORSHIP OF CITY EVENTS

- 6.01 **Annual Contract Fee.** For the services provided herein, City agrees to pay Contractor an Annual Contract Fee as follows:

Contract Year	Customers receiving once per week collection in carts	Customers receiving twice per week collection in carts	Customers receiving twice per week collection in bags	Recycling
2019-2020	\$ 8.02	\$ 10.71	\$ 8.90	\$ 3.87
2020-2021	\$ 8.18	\$ 10.92	\$ 9.08	\$ 3.95
2021-2022	\$ 8.34	\$ 11.14	\$ 9.26	\$ 4.03
2022-2023	\$ 8.51	\$ 11.36	\$ 9.45	\$ 4.11
2023-2024	\$ 8.68	\$ 11.59	\$ 9.64	\$ 4.19

The “Fee Per Residential Customer for Solid Waste Collection” is based on once or twice per week collection of Solid Waste from Residential Customers using Rollout Carts and/or Disposable Containers. The “Fee Per Residential Customer for Recycling Collection” is based on once per week semi-automated collection of Recyclable Materials from Residential Customers placed and Rollout Carts. The total number of Residences serviced in this Contract Solid Waste Collection services and Recycling Collection services will be determined and maintained by City. City will provide Contractor the number of residences to be serviced as well as service frequency on a monthly basis. This number determines the number of homes that Contractor will invoice the City for recycling services. Contractor will invoice City by on or after the tenth (10th) of each month for services provided during the prior calendar month. Payments shall be made by check or wire transfer not later than thirty (30) days following receipt of Contractor’s invoice. Payments shall be net of any Liquidated Damages as provided pursuant to Sections 5.03 and 5.04 accrued for the month prior to the month in which the installment is due.

6.02 **Annual Fuel Adjustment.** The Annual Contract Fee set forth in Section 6.01, above shall be increased or decreased on each June 1st during the Term of this Agreement (“the Adjustment Date”) based on the price of diesel fuel compared to the prior June 1st (“Annual Fuel Adjustment”), the first Annual Fuel Adjustment occurring effective June 1, 2020, the amount of said Annual Fuel Adjustment to be determined as follows:

- (a) The cost of diesel fuel for the Gulf Region as found in the table of Weekly Retail On-Highway Diesel Prices (“the EIA Index”) published by the U.S. Energy Information Administration on its website at <http://tonto.eia.gov/oog/info/wohdp/diesel.asp> shall be determined for the report published on May 27, 2019.
- (b) On June 1, 2020, the EIA Index shall be determined using the EIA Index published on May 25, 2020.
- (c) If the EIA Index for June 1, 2020, is greater than the EIA Index for June 1, 2019, for each \$0.05 difference between the EIA Index on June 1, 2020, and the EIA Index for June 1, 2019, the Annual Maximum Contract Fee for June 1, 2020, to June 1, 2021 shall be increased by an amount equal to \$2,822.00.
- (d) If the EIA Index on June 1, 2020, is less than the EIA Index for June 1, 2019, for each \$0.05 difference between the EIA Index on June 1, 2020, and the EIA Index for June 1, 2019, the Annual Maximum Contract Fee for June 1, 2020, to June 1, 2021 shall be decreased by an amount equal to \$2,822.00.

- (e) On each subsequent Adjustment Date after the 2020 Adjustment Date, the difference between the EIA Index on the Adjustment Date (or on the Friday before the Adjustment Date if Adjustment Date in a particular year occurs on a weekend) and the EIA Index on the prior year's Adjustment Date shall be determined, the Annual Fuel Adjustment calculated in the accordance with Paragraph (c) or (d), above, whichever is applicable, and the Annual Fuel Adjustment (whether a positive or negative number) added to the Annual Contract Fee for the then current year along with the Annual Fuel Adjustments for all prior contract years.
- (f) For purposes of determining the Annual Fuel Adjustment for each subsequent Contract Year, the Parties shall use the EIA Index published on the first day (i.e. April 1st) of the Contract Year just concluded (or if no EIA Index is published on said June 1st, then the last EIA Index published prior to said June 1st) and compare said EIA Index to the EIA Index published on the first day (i.e. June 1st) of the Contract Year just commencing (or if no EIA Index is published on said June 1st, then the last EIA Index published prior to said June 1st).

6.03 **Monthly Cart Adjustment.** The Parties shall determine the number of Residential Customers that have requested Rollout Carts on a monthly basis.

6.04 **Additional City Facility Cost:** Should the City construct new facilities or require additional dumpster service, the cost shall be in accordance with the following table:

Dumpster Size (CY)	Service Frequency	Cost
6	1/week	\$109.00
6	2/week	\$199.00
8	1/week	\$125.00
8	2/week	\$222.00

Article VII **PUBLIC EDUCATION ACTIVITIES**

7.01 **Public Education.** Throughout the Term of this Contract, Contractor will spend \$1,500 per Contract Year towards ongoing public education related to the services provided by Contractor pursuant to this Contract. Contractor will work with City staff and provide educational materials to City and/or residents prior to and during the initial Rollout Cart program. Contractor will supply City or residents with paper brochures and/or flyers informing residents of appropriate materials to be placed in each cart and service days for each route location.

7.02 **Monthly Recyclable Material Reports.** Contractor will deliver to City not later than the 15th of each month during the Term of this Contract a Recyclable Materials Report which includes, as a minimum, data for the prior month regarding summary information about percent make up of Recyclable Materials collected at Contractor's Material Recycling Facility. Such report shall be in a format which can be used by City to assist City with its public education efforts. Contractor will present a summary report of Contractor's recycling operations to City Council during the prior Contract Year once per calendar year at a City Council meeting.

Article VIII
COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all Applicable Laws. Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of City to pass or enforce necessary police and health regulations for the protection of its residents and businesses. Contractor further understands and agrees that, if City notifies Contractor that Contractor or one of its officers, agents, employees, contractors, or subcontractors in violation of any Applicable Law, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation.

Article IX
CITY'S REPRESENTATIONS AND WARRANTIES

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract
- (b) City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City's right to adopt and/or enforce this exclusive franchise if the City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated, or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City legal rights and authority as set forth in this paragraph (d) is not accurate shall be as set forth in Section 17.05, below.

Article X
NON-DISCRIMINATION

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Article XI
RISK ALLOCATION AND INDEMNITY

11.01 **Indemnification.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES OR DEATH, OR THE LOSS OF OR DAMAGE TO PROPERTY, IN EACH CASE, TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SUBCONTRACTORS, BUT ONLY TO THE EXTENT SUCH CLAIMS ARE NOT THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ONE OR MORE OF THE INDEMNITEES. CITY, FOR ITSELF AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, DOES NOT BY THIS CONTRACT WAIVE ITS SOVEREIGN IMMUNITY, NOR DO CITY OR CONTRACTOR GRANT ANY THIRD PARTY ANY BENEFICIAL RIGHTS HERETO. The indemnification provided in this Section 11.01 shall survive the termination or expiration of the Contract.

11.02 **Street Damages.** Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by mutual agreement of the City and Contractor. At no time shall Contractor, its subcontractors, or their respective employees operate a vehicle in the City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section 11.02.

Article XII
INSURANCE

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

A. **On Occurrence Basis:**

- Commercial General Liability.
- Combined single limit not less than \$2,000,000 per occurrence
- Aggregate not less than \$4,000,000;
 - Automobile Liability: Combined single limit not less than \$1,000,000;
 - Automobile Property Damage: Not less than \$1,000,000 per occurrence;
 - Premises/Completed Operations: Not less than \$4,000,000
 - Explosion/Collapse/Underground: As applicable
- Umbrella.
 - Per Occurrence : Not less than \$10,000,000
 - Aggregate: Not less than \$10,000,000

B. **On Claims Made Basis:**

- Pollution – Environmental
 - Per Occurrence: Not less than \$1,000,000
 - Aggregate: Not less than \$2,000,000

C. Contractor will retain retro dates with any new carrier.

D. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- (1) Name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- (2) a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.

A certificate of insurance evidencing the required insurance shall be submitted to City not later than thirty (30) days prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

E. During the term of this Contract, Contractor shall maintain Statutory Workers' Compensation insurance coverage or other benefit plans for work related injuries as allowed by Applicable Law.

F. Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or

material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under Applicable Law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

Article XIII

PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount of \$1,000,000.00 executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by the Contractor to the City or landfills, and the Contractor shall fully indemnify and save harmless the City from all costs and damage which the City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to the City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the City on an annual basis for the duration of the Contract.

Article XIV

FORCE MAJEURE

Any failure or delay in performance under this Contract due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Article XV

ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract in its entirety without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to its parent companies or any of their subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by lender to Contractor without the consent of City.

Article XVI

TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the Residential Customer, generator or depositor of such waste and shall at no time pass to Contractor or City.

Article XVII
TERMINATION OF CONTRACT

- 17.01 **Termination by Default.** If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this Section 17.01, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.
- 17.02 **Termination for Insolvency, Bankruptcy, Assignment to Creditors.** City may, without further notice, terminate this Contract immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.
- 17.03 **Mutual Agreement.** In the event City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in writing.
- 17.04 **Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employee in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.
- 17.05 **Right of Contractor to Terminate.** If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor, Contractor may, upon not less than ten (10) days written notice to City:
- (a) to terminate this Contract, in which case Contractor shall refund to City any installment of the Annual Contract Fee paid prorated for the remaining portion of the month after the date of termination; or
 - (b) to continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

Following any termination pursuant to this Section 17.05, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

- 17.06 **Termination for Non-Appropriation of Funds.** Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30 occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1 for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed as, (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

Article XVIII

CONTRACTOR'S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property; provided, however, title to Rollout Carts for which City pays under Section 6.05 shall convey to City upon payment of the amount required by Section 6.05.

Article XIX

RECORD KEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated pursuant to services rendered in accordance with the Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the Contractor in the performance of the Contract. City may request periodic reports pursuant to services rendered. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the request unless the request specifies a later deadline.

Article XX

MISCELLANEOUS TERMS

- 20.01 **Use of Affiliates or Subcontractors.** Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 20.02 **Confidentiality Regarding Waste Material.** Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 20.03 **Binding Effect.** This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.
- 20.04 **Severability.** If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In

either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

- 20.05 **No Waiver for Delay.** The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 20.06 **Governing Law; Venue.** This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Dallas County, Texas.
- 20.07 **Entire Agreement; Amendments.** This Contract sets forth the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.
- 20.08 **Mediation.** The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract to submit the dispute to mediation, with the cost of said mediation to be split evenly by the Parties.
- 20.09 **Attorneys Fees.** If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
- 20.10 **Notice.** Except for notices provided in accordance with termination of this Contract pursuant to Article XVII, above, which must be mailed certified mail, return receipt requested, any notice required or permitted to be delivered hereunder may be sent by first class mail, hand delivery, or overnight courier to the address specified below, or to such other Party or address as either Party may designate in writing, and, if not hand delivered shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Farmers Branch, Texas
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Community Waste Disposal, L.P.
2010 California Crossing
Dallas, TX 75067
Attn: General Manager

With copy to:

Community Waste Disposal, L.P.
Attn: Legal Counsel

Austin, TX 78754

- 20.11 **Incorporation of Proposal and RFP.** Though not attached hereto, the RFP and Proposal are hereby expressly incorporated herein by reference. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.
- 20.12 **Proposal Representations.** Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the time of signing of this Contract.
- 20.13 **Termination of Prior Contract.** Upon the Effective Date of this Contract, the Prior Agreement shall terminate; provided, however, City's obligation to pay Contractor for Collection Services and/or Recycling Services provided by Contractor to City under the Prior Agreement shall survive.

(Signatures on Following Page)

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

ATTEST:

City of Farmers Branch, Texas

Amy Piukana, City Secretary

BY: _____
Charles S. Cox, City Manager

Date: _____, 2019

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Contractor: Community Waste Disposal, L.P., Texas
limited partnership

By: CWD Management, Inc., a Texas corporation, its
general partner

By: _____

Name: _____

Title: _____

Date: _____, 2019

EXHIBIT “A”
MUNICIPAL FACILITIES

Name of Facility	Address ¹	Collection Type and Frequency
City Hall	13000 William Dodson Parkway	1 6-Yd ³ Dumpster; 2X per Wk
Police Station and Municipal Courts Building	3723 Valley View Lane	1 6-Yd ³ Dumpster; 2X per Wk
Equipment Services Center	13333 Senlac Drive	5 6-Yd ³ Dumpster; 2X per Wk
The Branch Connection	14055 Dennis Lane	1 6-Yd ³ Dumpster; 2X per Wk
Firehouse Theater	2535 Valley View Lane	1 6-Yd ³ Dumpster; 2X per Wk
Fire Station #1	13601 Webb Chapel Rd	1 6-Yd ³ Dumpster; 2X per Wk
Fire Station #2	3940 Spring Valley Road	1 6-Yd ³ Dumpster; 2X per Wk
Fire Station #3	13303 Hutton Drive	1 6-Yd ³ Dumpster; 2X per Wk
*Farmers Branch Community Recreation Center	14050 Heartside Place	1 8-Yd ³ Dumpster; 5X per Wk
Cox Park	13500 Dennis Lane	3 6-Yd ³ Dumpsters; 3X per wk
Historical Park	2540 Farmers Branch Lane	1 8-Yd ³ Dumpster; 2 X per wk
Gussie Waterworth Park (Tennis Courts)	13000 William Dodson Parkway	1 6-Yd ³ Dumpster; 2 X per wk
Manske Library	13613 Webb Chapel	1 6-Yd ³ Dumpster; 2X per Wk
Animal Services	3727 Valley View Lane	1 6- Yd ³ Dumpster; 2X per Wk
*The Grove (Farmers Market)	12700 Denton Drive	1 8-Yd ³ Dumpster, 1X per Wk

*Collection schedule varies during year.

¹ All locations are in the City of Farmers Branch unless otherwise indicated.