

**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

City of Alpine
100 N. 13th St.
Alpine, Texas 79830

Presented By
TEXAS DISPOSAL SYSTEMS, INC.

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, Texas 78760
www.texasdisposal.com

Contact Name: Ja-Mar Prince
Phone: (512) 421-1300
Fax: (512) 421-1325
Toll Free: (800) 375-8375

Effective
March 1, 2022

TABLE OF CONTENTS

SECTION	TITLE
1	EXCLUSIVE AGREEMENT
2	MANDATORY SERVICE
3	SCOPE OF WORK
4	TYPE OF COLLECTION
5	ALPINE LANFILL LEASE
6	CUSTOMER RELATIONS
7	TERMS OF CONTRACT
8	INSURANCE
9	BASIS AND METHOD OF PAYMENT
10	NOTIFICATIONS
11	MARKETING
12	RIGHTS OF THE CONTRACTOR
13	RIGHTS OF THE CITY
14	AMENDMENTS
15	FORCE MAJURE
16	SEVERABILITY AND VENUE
ATTACHMENT A.....	RATE SHEET
ATTACHMENT B.....	MUNICIPAL SOLUTIONS
ATTACHMENT C.....	DEFINITIONS
ATTACHMENT D.....	CITY SERVICES

CONTRACT

(To provide Refuse Collection and Disposal Services)

THIS CONTRACT is made and entered into on this 1st day of March 2022, by and between the City of Alpine, of the State of Texas, (hereinafter called "the City"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

WITNESSETH:

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

1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of Solid waste, Refuse and provide Recycling services; and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential and Commercial collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents. The Contractor is hereby granted the sole exclusive lease to operate the Alpine Landfill and shall furnish all personnel, labor, equipment, trucks, and to operate the Alpine Landfill as specified and to perform all of the work called for and described in the Contract Documents.

2. MANDATORY SERVICE

It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with Agreement.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential Unit, utilizing acceptable containers, in the Contract area. Each occupied Residential Unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

4. TYPE OF COLLECTION

4.1 Residential Refuse Pickup - Contractor shall provide Side-load dumpster collection of Refuse for occupied Residential Units one (1) time per week. All City of Alpine residents will receive curbside or alley collection for solid waste services. Services will be provided once per week between the hours of 7 AM and 7 PM. Residential service is Monday through Friday.

4.2 Commercial and Residential Recycling - Texas Disposal Systems will maintain the Hal Flander's Recycling Center by coordinating with the City of Alpine and its employees to collect and properly manage recycling materials. The Contractor will provide compactors and other collection containers as necessary at the recycle facility designated by the City. The City will provide a concrete pad and electrical service to the compactor units. The City will provide labor to supervise the collection of materials from residents and commercial businesses during posted hours. The City will be responsible for properly closing the facility at the end of the business day. The Contractor will be responsible for marketing and transporting the materials within the City. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. The following materials may be recycled:

- Green, brown and clear glass
- Plastics beverage containers
- HDPE #2 clear or opaque milk, water or juice bottles (no solid colors)
- PET #1 clear or green transparent beverage containers
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

a) Cost of Service

The cost of service is included in the commercial and residential rates. TDS will keep the proceeds of the sale of these materials to offset the costs of operations.

b) Use of the Recycling Facility

The facility is to be used by the Residential Customers and business customers in the City of Alpine, TX. The facility may also be used by Brewster County Residential Customers. All customers must provide proof of residency in order to use the facility. The City will provide these records to the Contractor upon request.

- 4.3 Bulky Pickup – Contractor shall provide collection of bulky and/or brush waste to each Residential Customer on a monthly basis. Residents must place bulky items at the curb on the collection day. Bulky items will not be serviced in the alley or beside dumpsters. The Contractor will collect a maximum of five (5) items at each residence, not to exceed three (3) cubic yards. Residential Customer must call the Contractor at 432-837-0845 to be placed on this list in advance to schedule their bulky and/or brush collections. Bulky waste includes appliances, furniture and other similar household items that cannot be placed in the Side-load containers. Construction debris is not considered bulky waste and will not be considered part of this pickup. The City and Contractor will establish a day in the first week of each month in which bulky items must be placed at the curb by 7AM on the designated day of service. Any additional bulky or brush waste collections not on the list and/or not out by 7AM will not be collected.

The Contractor is not required to pick up refrigerators or refrigerant charged appliances unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Leaves and small yard waste must be bagged. Limbs and brush must be cut into four (4) foot lengths and tied together in bundles not to exceed 35 pounds. No limb may exceed four (4) inches in diameter. Each bundle shall count as one (1) item.

- 4.4 Illegal Dumping Procedures – The City will continue to aggressively pursue, cite, fine, and reduce illegal dumping of materials outside of the Contractor's residential containers or on city property such as parks, medians, parking lots or rights of way.

If the City suspects illegal dumping at a location the City will research this and supply a written report to the Contractor on or before the 20th of the month. The City and

Contractor will discuss the size of the specific incident and the Contractor will determine the volume of the event. If it is determined the Contractor should remove these items, the Contractor will do so during the first seven business days of the following month.

Based on historical data, the Contractor will pick up a maximum of 100 cubic yards of illegally dumped material per quarter. Anything in excess of the 100 cubic yards per quarter will be charged to the City at \$30.00 per cubic yard.

In addition to the collection of illegally dumped material and based on historical data, the Contractor will provide a maximum of nine (9) hauls of a 30 yard Roll Off container of appropriate material per quarter from the Hal Flanders recycling facility. Any hauls in excess of the 9 hauls per quarter will be charged \$660.00 per haul plus \$55.00 per ton disposal.

Quarterly volumes will be calculated by calendar quarter. Any amount under the maximum will not carry over to any future quarters. Volumes for the first month of the Contract will be prorated.

- 4.5 Commercial Collection – The Contractor will establish commercial routes to service the Commercial Customers within the City. The following container sizes will be offered: 1.5, 3, and 4 yard dumpsters without vertical compactors for their business. One (1) to six (6) times of service per week will be available. Commercial Customers will determine the container size and pickups.

- 4.6 Roll Off Collection - The Contractor will offer Roll Off service for the City. The following container sizes will be offered: 20, 30, and 40 cubic yards.

- 4.7 City Services – Services will be provided to the City by the Contractor at no charge to the City as a part of this contract, and as outlined in "Attachment D."

Requests for new or additional services must be made in writing and will be provided to the City at the City's expense.

- 4.8 Added Value Services – Additional valued TDS products and services are also available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See "Attachment B" for details.

- 4.9 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 a.m. to 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor

reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.10 Holidays – The following shall be holidays for purposes of this Contract:

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

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal collection day including Saturday if necessary.

4.11 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the Contractor shall promptly give notice to the affected Customers at the Contractor's expense.

4.12 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.

4.13 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.

4.14 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.

4.15 Maintenance of Dumpsters – If City reports a dumpster problem to Contractor (damage, rust, lid, etc.), Contractor has 30 days to repair or replace said dumpster. Contractor agrees to keep all dumpsters in a workmanlike and functional condition, and institute an annual repair and replacement program to ensure the overall good condition of dumpsters within the City. In a ten (10) year contract term the Contractor will replace up to 200 containers over the life of the contract for aesthetic reasons. If a Commercial Customer wants to have a special mural they paint on the container it must be approved by the City and Contractor.

- 4.16 Residential and Commercial – Contractor will report and distinguish between residential and commercial dumpsters within 90 days of execution of this agreement.

5. ALPINE LANDFILL LEASE

- 5.1. During the Initial Term of this Contract and any Renewal Term, Contractor shall and does hereby lease from the City and City does hereby lease to Contractor the Alpine Landfill. The Landfill also includes the buildings and improvements located upon the land area including, but not limited to, the scale house and scales. City also grants Contractor its customers, guests, invitees, employees, contractors, and licenses all easements, rights and privileges appurtenant hereto.
- 5.2 City warrants that it owns the Alpine Landfill and has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons executing this Lease on behalf of City have the right and power to executed and deliver this Lease.
- 5.3 Contractor warrants the Contractor has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons who have executed and delivered this Lease have the authority and power to execute this Lease on Tenant's behalf and deliver this Lease to City.
- 5.4 The consideration for such lease shall be reflected on Attachment A "Landfill Base Rate". The City shall not be charged for dumping of city generated waste—city dumpsters at city facilities, Residential monthly bulky item clean ups, solid waste sludge (annual maximum of ten (10) hauls per year), or animal bodies to specifically include free disposal of twenty-five (25) large animal bodies each year from the city animal services.
- 5.5 Contractor shall not be responsible for the payment of any real property taxes and assessments levied against the Landfill by any governmental or quasi-governmental authority, which are due and payable during the Term hereof.
- 5.6 Under this Lease, Contractor has the exclusive authority to control the operation and day-to-day management of the Landfill and shall keep it open in accordance with the permit limits. Contractor shall maintain records available to the City reflecting all loads, tonnage, charges, and revenue generated from tipping or other disposal at the landfill.
- 5.7 City hereby represents and warrants that the Alpine Landfill is built and operated in accordance with applicable federal, state and local laws, regulations and permits

("Laws") and if at any time during the Term the Alpine Landfill shall not be in compliance with such applicable Laws through no fault of Contractor, it shall be the responsibility of City to bring the Alpine Landfill back into compliance with such Laws. City agrees to warrant and defend Contractor in the quiet enjoyment and possession of the Alpine Landfill during the Term of this Contract and this Lease so long as Contractor complies with the provision hereof.

- 5.8 Contractor shall maintain the Landfill in compliance with all Laws, subject to the provisions of the foregoing paragraph, and shall be responsible for cleaning up any refuse blown from the Alpine Landfill by wind or other natural forces. Contractor shall not be responsible for cleaning up solid waste or refuse dumped or blown along the state highway leading to the Landfill unless it is dumped by Contractor or is blown from the Landfill. City shall maintain and repair all weather roads in the Landfill from the state highway to the unloading areas at its sole cost and expense. The maintenance of roads within the cell area of the Landfill at its sole cost and expense with a motor grader, a water truck and the man-power necessary to properly operate same. If such repairs and maintenance obligations are not completed within thirty (30) days after City has received written notice from Contractor of such state of despair, then Contractor may, but shall not be obligated to, prosecute such repairs itself, and apply the cost of such repairs against the next maturing monthly installments of consideration for this Lease due City hereunder. The City as the permittee is responsible for maintaining sufficient financial assurance required by all Laws.
- 5.9 City shall retain the responsibility for damages and response costs, if any, which occur as a result of operation of the Alpine Landfill prior to the Effective Date. After the Effective Date, Contractor shall retain the responsibility for damages and response costs, if any, which occur as a result of operations of the Alpine Landfill after Effective Date. Cost and Expenses of installation of monitoring systems and for closure and post-closure costs arising from the operation of the Alpine Landfill shall remain the sole responsibility of City. Costs of providing, transporting and installing cover material for use in Alpine Landfill operations, if such is required, shall also be the sole responsibility of City.
- 5.10 City hereby approves the construction of a solid waste transfer station within the Alpine Landfill for the purposes of enabling Contractor to control waste tonnage to meet state waste tonnage requirements of no more than 14,600 tons of waste disposed of at the Landfill per annum. City agrees to cooperate with Contractor in obtaining any necessary permits and approvals from the applicable governmental

authorities, at no cost or expense to City, including, without limitation, the execution of any applications or submittals in connection therewith, that may be required of City as the owner of the Landfill.

- 5.11 City and Contractor agree that Contractor shall have the first rights to all waste tonnage limits for the Alpine Landfill and that Contractor shall have the right to adjust waste disposal rates for any third party contractors or customers. Contractor has the right to subcontract ancillary parts of the operations to other entities, with notification to the City of Alpine based on market conditions and cost of operations.
- 5.12 Upon the expiration or earlier termination of the Term, Contractor shall surrender and deliver to City of Alpine Landfill, all buildings and improvements thereon other than Contractor's Property, in condition and repair typical for a solid waste landfill and solid waste transfer facility, reasonable wear and tear and damage due to casualty excepted, whereupon Contractor shall have no further right, title or interest in and to said Landfill ("Contractor's Property") shall be removed by Contractor on or before the last day of the Term and upon the earlier termination of this Lease pursuant to the provisions hereof, and Contractor shall repair any damage occasioned by the removal of Contractor's Property.
- 5.13 Payment to City for City Landfill. Contractor shall pay to the City the amount per ton shown in Exhibit A for each ton, rounded to the nearest tenth of a ton, for all Compacted and Non-Compacted Solid Waste hauled to the City's Landfill by Contractor ("Host Fee"). The Host Fee for year 1 shall be calculated as follows:

$\$60 \text{ per Compacted ton} \times 16\% = \9.60

$\$45.62 \text{ per Non-Compacted ton} \times 16\% = \7.30

This Host Fee shall be adjusted annually as shown in Exhibit A.

6. CUSTOMER RELATIONS

- 6.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8 AM to 5PM Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the City. If City selects the option to route Customer calls directly to Contractor's call center, Contractor will provide staff to respond to calls as required.
- 6.2 Point of Contact – Contact regarding legal issues shall be expressly between the

Contractor and the City Manager or designee.

- 6.3 Reporting of new or cancelled accounts – The City Manager or designee shall via telefax or email provide the Contractor with a daily written list of any Customers who have initiated or terminated service according to the City records. The Contractor will notify the City of any Customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the City.
- 6.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any Customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the City's liability under applicable law and without waiving the City's governmental immunity, the City will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service at any location at the direction of the City. Should the Customer be direct billed by the Contractor, the Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated.
- 6.5 Auditing of Customers – On an as needed basis and at a time mutually agreeable to the City and the Contractor, the Contractor will provide the City with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the City as well as the type of service being provided and the date such service began or ended. The City will have sixty (60) working days to verify the list and provide a response to the Contractor. The City may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.
- 6.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

7. TERMS OF CONTRACT

- 7.1 Effective Date – This Contract and performance of such Contract shall begin on March 1, 2022. All annual rate adjustments will follow "Attachment A".

- 7.2 Term of Contract – The Contract shall be for a ten (10) year period beginning upon the Effective Date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional five (5) year terms unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract.
- 7.3 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.
- 7.4 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 7.5 Indemnity – The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of the Contractor's willful or negligent act or omission under this Contract, including Contractor's officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.
- 7.6 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 7.7 Transferability of Contract – No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Such consent shall not be unreasonably withheld or delayed.
- 7.8 Ownership – Title to acceptable Garbage, Refuse, Recyclable Material, and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.
- 7.9 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human

waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.

7.10 Performance Cancellation – In the event the City alleges the Contractor has failed to meet the performance outlined in the Contract, the City shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a hearing to discuss the issues in front of the City. At the hearing the City will advise the Contractor of each deficiency and place the Contractor on notice that it has a thirty (30) day cure period to correct these issues in the future. At the expiration of the cure period, a second hearing shall be held. If the Contractor has corrected the issues outlined during the thirty (30) day cure period, no action will be taken against the Contractor. If Contractor has not corrected the issues outlined during the thirty (30) day cure period, the City may opt to terminate the contract by giving a thirty (30) day written notice to Contractor by certified or registered mail with a return receipt requested.

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

If to the City: City of Alpine
 ATTN: City Manager
 100 N. 13th St.
 Alpine, TX 79830
 Email: megan.antrim@ci.alpine.tx.us

If to the Contractor: Texas Disposal Systems, Inc.
 ATTN: Contract Administrator
 P.O. Box 17126
 Austin, TX 78760-7126
 Email: contractadmin@texasdisposal.com

8. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the

City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Worker's Compensation	Statutory Limits
General Aggregate	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Excess Liability	\$5,000,000 per occurrence

9. BASIS AND METHOD OF PAYMENT

9.1 Rates – The fees provided in "Attachment A" by the Contractor will establish pricing for the first ten (10) year(s) of the Contract. The fees charged by the City to its Customers will be at the discretion of the City.

The Refuse Collection and Disposal charges provided by "Attachment A" shall include all disposal, fuel, and related costs.

9.2 Modification to rates

a) Contractor rates to the City are listed in "Attachment A".

In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding ten (10) year(s), unless alternative rates are agreed to by both parties.

b) The Contractor may petition the City, and being subject to City approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.

c) The rates will be adjusted by the City's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of

Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

9.3 Contractor Billing to City – The Contractor shall bill the City for services rendered to each unit within ten (10) working days following the end of the month.

9.4 Payment by City to Contractor – The City shall pay the Contractor on or before the 30th day following the date of each bill. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

The Contractor shall be entitled to payment for services rendered to each unit irrespective of whether or not the City collects from the Customer for such services. However, if services are required by law to be provided and for which services the Contractor or the City cannot charge or collect, as in Bankruptcy proceedings, then the Contractor shall not be entitled to payment for such services rendered.

9.5 Late Payments – Payments after the 30th day will accrue interest as provided in Chapter 2251 of the Texas Government Code as amended.

10. NOTIFICATIONS

The City, as allowable under law, will provide the Contractor with direct contact information for each Customer for the purpose of providing notifications. Contact information provided by the City will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract.

The Contractor shall provide documentation on service alerts and holiday scheduling via social media postings and notifications through TDS' Waste Wizard notification system. All residents are eligible to sign up for the Waste Wizard, which is available as an app on Google Play and Apple's App Store, as well as an online tool at TexasDisposal.com and Facebook.com/TexasDisposalSystems. The Waste Wizard allows customized notifications for residents based on area and service day. The Contractor shall also notify the City regarding holiday and routing service day changes.

1) Route Changes – The Contractor shall give notice to the affected Customers at the Contractor's expense.

- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected Customers when holidays will affect a scheduled collection day, if different than as outlined in Section 4.10

11. MARKETING

The Contractor will provide the following materials to the City at its own expense upon the signing of the Contract.

- 1) Contractor will provide service information to the City to be dispersed to Residential Customers. The information will include, but not be limited to, the day of service, times for placement, services provided and their limits, and recycle program (if applicable.)
- 2) A PDF version of a flyer shall be given to the City to provide Residential Customers upon move in. The PDF flyer shall include, but will not be limited to, the day of service, times for placement, service provided, and the recycle program (if applicable).
- 3) Any and all press releases to be mutually agreed upon by the Contractor and the City.
- 4) All Marketing that benefits the City and Contractor will be provided digitally by the Contractor at no additional cost.

12. RIGHTS OF THE CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the City. This Contract shall be exclusive and mandatory with the Contractor.

13. RIGHTS OF THE CITY

The City shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

14. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

15. FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, epidemic, pandemic, quarantine, strike, fire, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

16. SEVERABILITY AND VENUE


In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City be terminated and become null and void. In the event the City should decide to terminate this Contract, for such reason or reasons, that decision by the City shall not be construed as a waiver by the City to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to City's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

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

Dated this 1ST day of MARCH 2022 in the City of ALPINE, Texas.

ATTESTED HEREUNTO:

City of Alpine
Brewster County, Texas

By: 
Andy Ramos
Mayor

Dated: 03-01-2022

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By: 
Ja-Mar Prince
Municipal Sales Supervisor

Dated: 03-01-2022

ATTACHMENT A

RATE SHEET

City of Alpine

SERVICE TYPE	RATE YR 1	RATE YR 2	RATE YR 3	RATE YR 4	RATE YR 5
Res Inside	\$31.54	\$32.49	\$33.46	\$34.46	\$35.49
COMMERCIAL					
1.5 CY 1X per week (Minimum Charge)	\$85.00	\$87.55	\$90.18	\$92.89	\$95.68
3.0 CY 1XW	\$106.00	\$109.18	\$112.46	\$115.83	\$119.30
4.0 CY 1XW	\$122.00	\$125.66	\$129.43	\$133.31	\$137.31
Special Small Commercial <.5 CY	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65
1.5 CY 2XW	\$163.00	\$167.89	\$172.93	\$178.12	\$183.46
3.0 CY 2XW	\$200.00	\$206.00	\$212.18	\$218.55	\$225.11
4.0 CY 2XW	\$230.00	\$236.90	\$244.01	\$251.33	\$258.87
1.5 CY 3XW	\$238.00	\$245.14	\$252.49	\$260.06	\$267.86
3.0 CY 3XW	\$297.00	\$305.91	\$315.09	\$324.54	\$334.28
4.0 CY 3XW	\$338.00	\$348.14	\$358.58	\$369.34	\$380.42
1.5 CY 4XW	\$316.00	\$325.48	\$335.24	\$345.30	\$355.66
3.0 CY 4XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
4.0 CY 4XW	\$445.00	\$458.35	\$472.10	\$486.26	\$500.85
1.5 CY 5XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
3.0 CY 5XW	\$488.00	\$502.64	\$517.72	\$533.25	\$549.25
4.0 CY 5XW	\$552.00	\$568.56	\$585.62	\$603.19	\$621.29
1.5 CY 6XW	\$469.00	\$483.07	\$497.56	\$512.49	\$527.86
3.0 CY 6XW	\$581.00	\$598.43	\$616.38	\$634.87	\$653.92
4.0 CY 6XW	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84
Lock Bar	\$20.00	\$20.60	\$21.22	\$21.86	\$22.52
Extra Pickup 1.5 CY	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Extra Pickup 3 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.42
Extra Pickup 4CY	\$85.00	\$87.55	\$90.18	\$92.89	\$95.68

Permit Fee	\$38.04	\$39.18	\$40.36	\$41.57	\$42.82
1.5 CY 1X Recycle	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
3.0 CY 1X Recycle	\$102.00	\$105.06	\$108.21	\$111.46	\$114.80
4.0 CY 1X Recycle	\$117.00	\$120.51	\$124.13	\$127.85	\$131.69
1.5 CY 2X Recycle	\$152.00	\$156.56	\$161.26	\$166.10	\$171.08
3.0 CY 2X Recycle	\$192.00	\$197.76	\$203.69	\$209.80	\$216.09
4.0 CY 2X Recycle	\$219.00	\$225.57	\$232.34	\$239.31	\$246.49
Extra Pickup 1.5 CY	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Extra Pickup 3.0 CY	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16
Extra Pickup 4.0 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.32

SERVICE TYPE	PROPOSED RATE YR 6	PROPOSED RATE YR 7	PROPOSED RATE YR 8	PROPOSED RATE YR 9	PROPOSED RATE YR 10
Res Inside	\$36.55	\$37.65	\$38.78	\$39.94	\$41.14
COMMERCIAL					
1.5 CY 1XW (Minimum Charge)	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
3.0 CY 1XW	\$122.88	\$126.57	\$130.37	\$134.28	\$138.31
4.0 CY 1XW	\$141.43	\$145.67	\$150.04	\$154.54	\$159.18
Special Small Commercial <.5CY	\$52.17	\$53.74	\$55.35	\$57.01	\$58.72
1.5 CY 2XW	\$188.96	\$194.63	\$200.47	\$206.48	\$212.67
3.0 CY 2XW	\$231.86	\$238.82	\$245.98	\$253.36	\$260.96
4.0 CY 2XW	\$266.64	\$274.64	\$282.88	\$291.37	\$300.11
1.5 CY 3XW	\$275.90	\$284.18	\$292.71	\$301.49	\$310.53
3.0 CY 3XW	\$344.31	\$354.64	\$365.28	\$376.24	\$387.53
4.0 CY 3XW	\$391.83	\$403.58	\$415.69	\$428.16	\$441.00
1.5 CY 4XW	\$366.33	\$377.32	\$388.64	\$400.30	\$412.31
3.0 CY 4XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
4.0 CY 4XW	\$515.88	\$531.36	\$547.30	\$563.72	\$580.63
1.5 CY 5XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
3.0 CY 5XW	\$565.73	\$582.70	\$600.18	\$618.19	\$636.74
4.0 CY 5XW	\$639.93	\$659.13	\$678.90	\$699.27	\$720.25
1.5 CY 6XW	\$543.70	\$560.01	\$576.81	\$594.11	\$611.93

3.0 CY 6XW	\$673.54	\$693.75	\$714.56	\$736.00	\$758.08
4.0 CY 6XW	\$765.13	\$788.08	\$811.72	\$836.07	\$861.15
Lock Bar	\$23.20	\$23.90	\$24.62	\$25.36	\$26.12
Extra Pickup 1.5 CY	\$69.56	\$71.65	\$73.80	\$76.01	\$78.29
Extra Pickup 3 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87
Extra Pickup 4 CY	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
Permit Fee	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63
1.5 CY 1X Recycle	\$92.74	\$95.52	\$98.39	\$101.34	\$104.38
3.0 CY 1X Recycle	\$118.24	\$121.79	\$125.44	\$129.20	\$133.08
4.0 CY 1X Recycle	\$135.64	\$139.71	\$143.90	\$148.22	\$152.67
1.5 CY 2X Recycle	\$176.21	\$181.50	\$186.95	\$192.56	\$198.34
3.0 CY 2X Recycle	\$222.57	\$229.25	\$236.13	\$243.21	\$250.31
4.0 CY 2X Recycle	\$253.88	\$261.50	\$269.35	\$277.43	\$285.75
Extra Pickup 1.5 CY	\$57.97	\$59.71	\$61.50	\$63.35	\$65.25
Extra Pickup 3.0 CY	\$75.35	\$77.61	\$79.94	\$82.34	\$84.81
Extra Pickup 4.0 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87

Landfill Host Fee

	Compacted Ton	Non-Compacted Ton
Year 1	\$9.60	\$7.30
Year 2	\$9.89	\$7.52
Year 3	\$10.18	\$7.74
Year 4	\$10.49	\$7.98
Year 5	\$10.80	\$8.22
Year 6	\$11.13	\$8.46
Year 7	\$11.46	\$8.72
Year 8	\$11.81	\$8.98
Year 9	\$12.16	\$9.25
Year 10	\$12.53	\$9.52

Landfill Rates & Lease Fees

In addition to the compacted and non-compacted rates, the City request Proposer to include rates/fees for single item disposals. Included below are the minimum rates. Proposers should include as many items as possible that may benefit the residents of Alpine and assist with the deterrence of illegal dumping.

10 Year

DESCRIPTION	PROPOSED RATE	LANDFILL LEASE FEE (CITY PORTION)
Compacted – Per Ton	\$105.00	25%
Non-Compacted – Per Ton	\$95.00	25%
Single Item Disposal		
Recliner/Chair	\$65	25%
Couch	\$65	25%

Mattress – Various Sizes	\$65.00	25%
Box Springs – Various Sizes	\$65.00	25%
Water Heater	\$0.00	0%
Stove	\$0.00	0%
Washer	\$0.00	0%
Dryer	\$0.00	0%
Dishwasher	\$0.00	0%
Refrigerator (must be tagged)	\$0.00	0%
Freezer (must be tagged)	\$0.00	0%
AC Unit (must be tagged)	\$0.00	0%
Refrigerator (not tagged)	\$130.00	25%
Freezer (not tagged)	\$130.00	25%
AC Unit (not tagged)	\$130.00	25%
Dead Animals (Large)*	\$130	25%
Dead Animals (Small)*	\$40	25%

*Contractor will adjust the price for dead animals, per Section 5.4 of the Contract Document. Contractor will accept a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals at the landfill delivered by city trucks and city employees at no charge.

MUNICIPAL

SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. Our specialized recycling reporting makes it easy to track green initiatives. We also offer contract bundle pricing.

PRODUCTS & SERVICES

SOIL COMPOST and MULCH

As a Seal of Testing Assurance certified provider by the United States Composting Council, our products are regularly sampled and tested for chemical, physical and biological components as well as safety and environmental protection, ensuring a superior organic product.

TREES

With a wide range of trees, we're sure to have exactly what you need to enhance your next job site.

BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush [some materials may be subject to approval].

CONCRETE and DEMOLITION RECYCLING

Our recycling process helps you meet environmental standards and project initiatives.

HAULING

For efficiency and convenience, we'll haul away excess materials for you.

ROLL-OFF DUMPSTERS

With prompt and professional service, we work around your schedule and specific needs.

PORTABLE RESTROOMS

Multiple sizes and styles including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.



TEXAS DISPOSAL SYSTEMS

TexasDisposal.com

888.655.6115

ATTACHMENT C

DEFINITIONS

1. Acceptable Container – Containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved containers, as the case may be or that can be safely loaded by one (1) person.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length, thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
6. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).
7. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of the City. All Customers and accounts that are not a Residential Unit.

8. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
9. Complaint – A communication from a Customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.
10. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
11. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
12. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
13. Contract – The agreement for Solid Waste Collection and Disposal Services.
14. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contract.
15. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
16. Contractor – Texas Disposal Systems, Inc.
17. Customer – An occupant of a Residential Unit or Commercial Unit who generates Refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.
18. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.

19. Disposal Site – A Refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of Refuse, garbage, bulky waste, brush construction debris, dead animals and Commercial and Institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
20. Effective Date – The date the Contract comes into effect pursuant to Section 6.1.
21. Entity – The City named herein.
22. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
23. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. Seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. Seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
24. Illegal dumping is the disposal of trash generated at one location and disposed of at another location without legal permission. This includes dumping yard waste, appliances, tires and other garbage including bulky items in alleys, dumpsters, vacant lots and open desert locations.

25. Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
26. Industrial Unit – All manufacturing Customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
27. Landfill – A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
28. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
29. Multi-Family Dwelling – Any single structure occupied by more than two families.
30. Premises – All public and private establishments including individual residences, all multi-family dwellings, Residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
31. Recycling – "Recycle" or "Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.
32. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.

33. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
34. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
35. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
36. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
37. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

38. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.
39. Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
40. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

ATTACHMENT D

CITY SERVICES AT NO COST

City of Alpine

City Services:

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Gas Company	1400 N. Apple	Trash	1	1-3 yd SL
Alpine Swimming Pool	14000 N. Fighting Buck	Trash	1	1-3yd SL
Alpine Kokernot Park	1300 N. Fighting Buck	Trash	1	2-3yd SL
Alpine Airport	3401 N. Hwy 118	Trash	2	1-3 yd SL
Alpine Sunshine House	201 E. Sul Ross	Trash	1	1-3yd SL
Alpine Baines Park	400 S. 5 th	Trash	1	2-3yd SL
Alpine Warehouse	709 S. 9 th	Trash	1	1-3yd SL
Alpine Neighborhood Center	607 W. Avenue I	Trash	1	1-3 yd SL
Alpine City Hall	100 N. 13 th	Trash Recycle	2 1	2-3yd SL 3-3yd SL
Alpine Police Dept.	309 W. Sul Ross	Trash Recycle	2 1	3-3yd SL 1-3yd SL
Alpine Utilities Dept.	309 W Sul Ross	Trash	1	1-3yd SL
Old Fire House	109 N. 8 th	Trash	1	1-3yd SL
Hal Flanders Recycle Center	2700 Cemetery Rd.	Recycle	1	6-3yd SL
Alpine Sewer Plant (up to 10 hauls annually)	N. Hwy 118	Trash Sludge disposal	1	2-3yd SL
Alpine Animal Shelter	2900 Old Marathon Hwy	Trash Lock Bar	2	1-3yd SL 1-Lock Bar
Alpine Animal Shelter and dead animals found in city (under 400 pounds)		Dead animals	N/A	N/A
Dead animals delivered to the		Dead animals	N/A	N/A

landfill from city trucks: a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals				
Medina Park	309 S 11 th	Trash		
Pueblo Nuevo Park	1501 E Ave H	Trash		