



The City of Bruceville-Eddy Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

Phone: (254) 859-5964
Fax: (254) 859-5779

**Special Called City Council Meeting
December 8, 2022, 6:00 pm**

Citizens are encouraged to follow COVID-19 safety measures provided by CDC guidelines.

**This meeting will be open to the public; however, meetings are available to watch
on our YouTube Channel:**

<https://youtu.be/AzCjvCwwUOM>

Search for “The City of Bruceville-Eddy” and click the subscribe button.

Please mute your phones and computers to avoid any interference during the meeting

1. Call to Order - Mayor Owens

- a) Greetings
- b) Invocation
- c) Pledge of Allegiance
- d) Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- e) Roll Call

2. Citizen Presentations

The City Council welcomes public comments at this point on items **not** specifically listed on the agenda. Speakers must sign up before the meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting.

3. Hearing on Solid Waste Collection Services

Council to discuss, consider, and possibly take action on an agreement with Waste Connections, LLC. Council will hear presentation from both city staff and representatives of Waste Collections regarding the past provision of their solid waste removal services and take any corrective action deemed appropriate, to include the termination of the agreement.

4. Water Rate Ordinance

Council to discuss, consider, and possibly take action on ordinance 12-8-2022-1; finalizing the water rates selected at the November 30, 2022 Special Called Meeting.

5. Community Announcements

6. Adjournment



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For the safety of citizens, council members, and staff, upon adjourning of the city council meeting, citizens/visitors are asked to exit the building through the front entrance to City Hall immediately. Any bags, backpacks, purses, etc., that are being brought into the council meeting room are subject to security screening. Anyone (citizens, visitors) attending a city council meeting will be subjected to a metal detector screening before entering the council meeting room.

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development). The city is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Administrator at least 48 hours in advance. Please contact the City Administrator at (254) 859-5700 or fax at (254) 859-5779 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named City of Bruceville-Eddy is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the official notice case, at City Hall in the City of Bruceville-Eddy, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **5th day of December, 2022 at 6:00 am**, and remained so posted, continuously, for at least 72 hours proceeding the scheduled time of said Meeting.



Kent Manton, City Administrator
City of Bruceville-Eddy, Texas

Date: 12/5/2022



**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF BRUCEVILLE-EDDY, TEXAS**

JUNE 1, 2006

Municipal Contract – BRUCEVILLE-EDDY

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE
IN THE CITY OF BRUCEVILLE-EDDY, TEXAS**

STATE OF TEXAS

COUNTY OF MCLENNAN

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2006 by and between IESI TX Corporation, a Texas Corporation (the "Service Provider"), and the City of Bruceville-Eddy, Texas, a municipal corporation of McLennan County, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect and haul all Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's territorial jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Waste - Any Solid Waste measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, Construction and Demolition Waste, refrigerators, stoves, washing machines, water tanks, chairs, couches and tree trimmings.

Bundles - Solid Waste Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products and regardless of whether such Solid Waste is mixed with or constitutes recyclable materials. Construction and Demolition Waste does not include Hazardous Waste or Municipal Solid Waste.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Bulky Waste and/or Construction and Demolition Waste. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Municipal Solid Waste, Bulky Waste or Construction and Demolition Waste.

Hazardous Waste - Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, industrial or manufacturing, mining, or agricultural operations, regardless of whether such Solid Waste is mixed with or constitutes recyclable materials. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38).

White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection and hauling of all Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to provide collection, removal and disposal services for all Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste over, upon, along and across the present and future streets, alleys, bridges and public properties within the City's territorial jurisdiction.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste (as provided in Sections 7 and 9.C.) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's territorial jurisdiction, including any territories annexed by the City during the term of this Agreement (the "Services").

- Residential Services

At a minimum, the Service Provider shall provide curbside collection service for the collection of Municipal Solid Waste to each Single Family Residential Unit one (1) time a week.

- Commercial/Industrial Services

For Municipal Solid Waste collection other than Single Family residential, Service Provider shall provide Container collection service for the collection of Municipal Solid Waste to Commercial, Industrial and Multi-Family Residential Units according to individual agreement.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection and hauling of all Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste collected or hauled by the Service Provider over, upon, along and across the present and future streets, alleys, bridges and public properties within the City's territorial jurisdiction. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials. Title to Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste shall pass to Service Provider when placed in Service Provider's collection vehicle, removed by Service Provider from a container, or removed by Service Provider from a customer's premises, whichever occurs last.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units one (1) time a week; provided, that such Municipal Solid Waste is placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

Service Provider shall provide for the special collection from Residential Units and Multi-Family Residential Units of Bulky Waste, Construction and Demolition Waste, and White Goods upon such terms and conditions as Service Provider shall specify.

B. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the

Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

SECTION 5. COMMERCIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units at least once per week. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

- A. City Departments. Service Provider shall furnish Containers for City departments (excluding sludge hauling and disposal) free of charge.
- B. Roll-off containers. Service Provider shall provide seven (7) free pulls annually for Roll-Off container service in the support of City and City related events. This does not include sludge hauls.

SECTION 7. BULKY WASTE AND BUNDLES.

The Service Provider will collect Bulky Waste and Bundled Brush during the regular collection schedule.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. In the event that any Container is lost, damaged or destroyed, the Service Provider shall promptly replace the Container.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereto, the rates and fees to be charged and received by the Service Provider are as follows:

- A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereto, the Service Provider shall charge \$ 12.19 per month per unit (plus tax) with a cart. These rates apply to all Single-Family Residential Units that are located within the City's territorial jurisdiction. Each additional cart as required will be provided for \$ 6.00 each per month.
- B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereto, the Service Provider shall charge per month for each Container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
One (1) 96 gallon cart	One	\$ 15.00
Additional cart	One	\$ 6.00

<u>Container Size</u>	<u>1x per week</u>	<u>2x per week</u>
2 yd	\$ 76.00	
3 yd	\$ 84.00	\$ 130.00
4 yd	\$ 98.00	\$ 166.00
6 yd	\$117.00	\$ 210.00

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's territorial jurisdiction.

SECTION 10. RATE ADJUSTMENT.

*SEE EXHIBIT A
RESIDENTIAL FUEL SURCHARGES*
[Signature]

- A. Operating Cost Adjustment. At any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, among other things, increased fuel costs. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.
- B. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right to increase the rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).
- C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 11. SPECIAL PICKUPS.

The Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, Bulky Waste, auto parts, dead animals, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's roll-off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on June 1, 2006 and concluding on May 31, 2011. At the expiration of the term of this Agreement or any renewal term, the Agreement will be extended for successive five (5) year periods; provided, that neither party provides the other party with written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of this Agreement or any then-applicable individual extension. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of the term or extension thereof.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Service Provider may assign its rights and obligations under this Agreement to any direct or indirect subsidiary or affiliate of Service Provider or to any third party succeeding to all or substantially all of Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's approval.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. The City grants the Service Provider a franchise and license to use the streets and public rights-of-way within the City's territorial jurisdiction to provide the services authorized pursuant to this Agreement.

SECTION 15. PROCESSING, BILLING, COLLECTION AND FEES.

Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees, as provided by City ordinance, from all Residential Units within the City's territorial jurisdiction. The City shall pay the Service Provider on or before the 15th day of each month.

Fees to City In lieu of a franchise tax, the City shall receive three percent (3%) of the monthly total collected. Said consideration is understood to compensate the City for the City's administration of waste collection services and the Contractor's use of City streets. Said consideration shall be deducted by the City before making its monthly payment to the Contractor. The City, as part of its billing procedures, shall collect applicable sales tax.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Bulky Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required

to collect and dispose of any excess Municipal Solid Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste. Should excess Municipal Solid Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial, or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

- A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereto, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Waste or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste may be collected.
- B. Notice from a Commercial, Industrial or Residential Unit. When the Service Provider is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the owner, or the Service Provider has failed to collect Municipal Solid Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste on the day a non-collection complaint is issued by the Commercial, Industrial, or Residential Unit; provided, however, that if the Service Provider fails to make such collection on the same day that a non-collection complaint is issued by the Commercial, Industrial, or Residential Unit, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time. It is specifically understood and agreed that where the Service Provider fails to make scheduled collections, the Service Provider shall assume full responsibility for the container and its contents until such time as the collection is made.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 19. CUSTOMER SERVICE.

All complaints shall be made directly to the Service Provider and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Service Provider shall investigate and, if such allegations are verified, shall arrange for the collection of the Municipal Solid Waste and Construction and Demolition Waste not collected within 24 hours after the complaint is received. The Service Provider shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and a toll-free number and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Service Provider shall notify all customers at Residential Units about complaint procedures, rates, and regulations for scheduled collection. The City and the Service Provider agree to cooperate with each other in the resolution of complaints.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal, state, and local laws regarding the collection, hauling and disposal of Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Bulky Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverage

Limits of Liability

Municipal Contract – BRUCEVILLE-EDDY

(1) Workmen's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence
(7) Excess Umbrella Liability	\$1,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons arising from its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, servants and citizens from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services that arise out of a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. HAZARDOUS WASTE. Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. INTENTIONALLY DELETED.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such

conditions shall include, but not be limited to, acts of God, acts of war, terrorists, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW AND VENUE.

This agreement shall be governed by the laws of the State of Texas. Venue for any cause of action arising under the terms or provisions of this Agreement or the Services to be performed hereunder shall be in the courts of proper jurisdiction of Tarrant County.

SECTION 31. ACKNOWLEDGMENT.

The parties acknowledge that the failure of the Service Provider to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste in the City might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Service Provider's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 32. FAILURE TO PERFORM; TERMINATION.

If any time the Service Provider shall fail to substantially perform the terms, covenants or conditions herein set forth, City shall notify the Service Provider by registered or certified mail addressed to the Service Provider at the address set forth herein of specific reasons in support of City's claim that the Service Provider has substantially breached the terms and provisions of this Agreement. The Service Provider shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should the Service Provider fail to remedy its performance, the City may terminate this Agreement and the rights and privileges granted to the Service Provider herein, after a hearing as described herein. A notice shall be sent to the Service Provider no earlier than (5) days before a hearing is scheduled. The notice shall specify the specific reasons in support of the City's claim that the service Provider has substantially breached any term or provision of this Agreement. Should the City still deem the Service Provider to have substantially failed in its performance, said hearing shall be conducted by the City Council and the Service Provider shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it. If, after said hearing, the City Council makes a reasonable finding that the Service Provider has substantially failed to perform its duties hereunder, the City Council may, by majority vote, terminate this Agreement.


The Service Provider shall be deemed to be in breach of this Agreement for (i) any failure to substantially perform any material term or provision of this Agreement, (ii) a failure to provide and maintain the insurance requirements set forth in this Agreement, (iii) the commencement of bankruptcy proceedings or proceedings relating to insolvency or receivership, or any act of insolvency including, but not limited to, a transfer of a substantial portion of assets to or for the benefit of creditors, (iv) material noncompliance with any applicable provision of federal, state or local laws or regulations, or (v) the use of any landfill, transfer station, incinerator or other waste processing center or site to unload or deposit Municipal Solid Waste and Construction and Demolition Waste that is known by the Service Provider to not be licensed, permitted or approved by all relevant government bodies and agencies having jurisdiction thereof.

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 17th DAY OF May, 2006.

IESI TX CORPORATION
2301 Eagle Parkway, Suite 200
Fort Worth, Texas 76177

CITY OF Bruceville-Eddy, TEXAS

By: 
Jeff Peckham
Vice President

By: 
Name: Rick Eaton
Title: Mayor


ATTEST:
By: 
Name: Jana Garner
Title: City Secretary

EXHIBIT A

J.P. Galt

RESIDENTIAL FUEL SURCHARGES

Fuel Increase	Cost/Home/Mo	Price/Hm	Fuel Surcharge
\$ 0.25	\$ 0.10	\$ 12.19	0.80% (Rounded to the nearest 10th)

Fuel Price Range		Fuel Surcharge
\$ 2.60	\$ 2.85	0.80%
\$ 2.86	\$ 3.10	1.60%
\$ 3.11	\$ 3.35	2.40%
\$ 3.36	\$ 3.60	3.20%
\$ 3.61	\$ 3.85	4.00%
\$ 3.86	\$ 4.10	4.80%
\$ 4.11	\$ 4.35	5.60%
\$ 4.36	\$ 4.60	6.40%
\$ 4.61	\$ 4.85	7.20%

approved by CC of Bruceville-Eddy
on 4/13/06.



The City of Bruceville-Eddy Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

Phone: (254) 859-5964
Fax: (254) 859-5779

ORDINANCE NUMBER 12-8-2022-1

Adopted December 8, 2022

TARIFF SHEET for MCLENNAN COUNTY, FALLS COUNTY & BELL COUNTY

EFFECTIVE JANUARY 1st, 2023

Minimum monthly charges for water service including 0 gallons

¾" or 5/8" Meter.....	\$39.38
1" Meter (2.5).....	\$93.39
1 ½" Meter (5).....	\$183.41
2" Meter (8).....	\$291.43
3" Meter (15).....	\$543.47

Charge per 1,000 GALLONS

1 st 2,000 gal.....	\$3.71
2 nd 2,000 gal.....	\$4.33
3 rd 2,000 gal.....	\$4.95
4 th 2,000 gal.....	\$6.19
Next 12,000 gal.....	\$7.43
Next 30,000 gal.....	\$8.05
Remaining	\$8.66

Residential Rental Property Deposit Fee.....	\$300.00
Residential Property Occupied by Owner.....	\$200.00
Commercial Rental Property Deposit Fee.....	\$350.00
Commercial Property Occupies by Owner.....	\$250.00
Construction Deposit Fee.....	\$1,000.00
Connection Fee.....	\$30.00
Re-Connect Fee (8-5).....	\$30.00
Return Check Fee.....	\$30.00
Late Payment Fee.....	\$30.00
Meter Re-Read Fee.....	\$30.00
Meter Testing Fee.....	\$100.00
Meter Tampering Fee.....	\$200.00
Tap Fee.....	\$2,750.00

Cutoff date for non-payment is the 1st working day after 15th due date.

Water will be cutoff next day if not paid as per extension agreement.



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ORDINANCE NUMBER 12-8-2022-1

Adopted December 8, 2022

CITY OF BRUCEVILLE-EDDY NEW WATER RATES

On November 30, 2022, at a legally posted meeting of the City of Bruceville-Eddy City Council, the Council unanimously approved changing the water rates for all customers. The new rates are shown below for a standard residential 5/8" meter. Two Public Hearings were held, one September 22nd, 2022 and on October 27th, 2022 to receive public comment on the proposed water rate changes.

Previous Rates Example (3/4" or 5/8" Meter):

	BASE (No Water)	CHARGE PER 1000 GALLONS						
		0-2000 gallons	2001-4000 gallons	4001-6000 gallons	6001-8000 gallons	8001-20000 gallons	20001-50000 gallons	Over 50000 gallons
	\$35.00	\$3.30	\$3.85	\$4.40	\$5.50	\$6.60	\$7.15	\$7.70
RESIDENTIAL EXAMPLES								
1,500 gallons cost	\$39.95							
3,200 gallons cost	\$46.22							
5,500 gallons cost	\$55.90							
7,800 gallons cost	\$68.00							
12,000 gallons cost	\$95.50							
30,000 gallons cost	\$219.80							
90,000 gallons cost	\$670.80							

Revised Rates Example (3/4" or 5/8" Meter):

	BASE (No Water)	CHARGE PER 1000 GALLONS						
		0-2000 gallons	2001-4000 gallons	4001-6000 gallons	6001-8000 gallons	8001-20000 gallons	20001-50000 gallons	Over 50000 gallons
	\$39.38	\$3.71	\$4.33	\$4.95	\$6.19	\$7.43	\$8.05	\$8.66
RESIDENTIAL EXAMPLES								
1,500 gallons will cost	\$44.95							
3,200 gallons will cost	\$52.00							
5,500 gallons will cost	\$62.89							
7,800 gallons will cost	\$76.50							
12,000 gallons will cost	\$107.46							
30,000 gallons will cost	\$247.40							
90,000 gallons will cost	\$754.80							



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ORDINANCE NUMBER 12-8-2022-1

ADOPTED DECEMBER 8th, 2022

By a vote of: __ yeas __ nays __ abstains

Mayor, Linda Owens, City of Bruceville-Eddy

seal

Attest:

Kent Manton, City Administrator, City of Bruceville-Eddy