

ORDINANCE NO. 2025 - 1025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS ADOPTING A FRANCHISE AGREEMENT FOR SOLID WASTER SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, per Sections 10.02 and 10.04 of the City of Kirby Charter requires franchise agreements for public utilities, including garbage and trash collection, to be adopted by ordinance; and

WHEREAS, Section 10.05 of the Charter, ordinances adopting or renewing franchise agreements must be read at three regular meetings; and

WHEREAS, solid waste services are provided to the City of Kirby by BFI Waste Services of Texas, LP dba Republic Services of San Antonio ("Republic") by agreement including updated rates, attached Exhibit A; and

WHEREAS, the City desires to adopt the franchise agreement and continue to receive services from Republic; and

WHEREAS, City Council finds that the agreement and rates provided for in this Ordinance should take effect 30 days after the final reading, in accordance with Section 10.05 of the Charter, and continue until modified by Ordinance.

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

Section 1. That the franchise agreement, including the rates, charges, and fees for city solid waste collection, is adopted as shown in Exhibit A attached.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein. Any utility rate not provided for in this Ordinance remains in effect.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this

Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. The City Secretary is directed to publish the caption within 10 days of each reading of this ordinance.

Section 8. This Ordinance shall be in force and effect from and after its final passage, and it is so ordained.

PASSED AND APPROVED on first reading this ____ day of _____, 2025.

PASSED AND APPROVED on second reading this ____ day of _____, 2025.

PASSED AND APPROVED on third reading this ____ day of _____, 2025

Janeshia Grider, Mayor

ATTEST:

Christine Wilson, City Secretary

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "Agreement") is made and entered into this 1st day of June 2023 ("Effective Date"), by and between the City of Kirby, Texas ("City"), and BFI Waste Services of Texas, LP dba Republic Services of San Antonio, a Delaware corporation qualified to do and actually doing business in the State of Texas ("Company").

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

WHEREAS this Agreement to provide Services has been successfully awarded to the Company by the City pursuant to a RFP;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("Location Types") within the territorial jurisdiction of the City (the "Services"):

Location Types

- | | |
|--|--|
| <input checked="" type="checkbox"/> Residential Units | <input checked="" type="checkbox"/> Large Commercial Units |
| <input checked="" type="checkbox"/> Small Commercial Units | <input checked="" type="checkbox"/> Industrial Permanent Units |
| <input checked="" type="checkbox"/> Municipal Facilities | <input checked="" type="checkbox"/> Industrial Temporary Units |

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are

outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. **Exhibits.** All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit B Specifications & Pricing for Recycling Services

Exhibit C Municipal Solid Waste Pricing

6. **Term.** This Agreement begins on the Effective Date and expires after seven (7) years (the “Term”). Thereafter, this Agreement may be renewed for an additional term for five (5) years upon mutual consent of the parties.

7. **Rates for Services; Rate Adjustments; Additional Fees and Costs.**

7.1 **Rates for Services.** The rates for all Services shall be as shown on Exhibit C, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 **Annual Rate Adjustments.** Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the most recently available trailing twelve (12) months’ average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the preceding average twelve (12) months period.

7.3 **Change in Law Adjustments.** Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. **Invoicing; Payment; Service Suspension; Audits.**

8.1 **Invoicing the City.** The City shall invoice and collect from all Residential, Commercial and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. The Company shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units, Municipal Facilities and Commercial Facilities within ten (10) days following the end of the month and the City shall pay the Company on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Company shall be entitled to payment for service rendered to Residential Units and Commercial Facilities irrespective of whether or not

City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

- 8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for Industrial Permanent and Temporary Services rendered to such Customer under this agreement within 10 days following the end of the month, and the Customer shall pay Company's invoices. The Company shall pay to the City the seven percent (7%) franchise fee (Exhibit A) that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.
- 8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt of Company's invoice. Payments may be made by check or ACH only. Payments may be made by check or ACH only. Payment by credit card will incur a three percent (3%) convenience fee added to the invoice total. City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.4 Service Suspension.
- 8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.
- 8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.
- 8.5 Audits.

- 8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.
- 8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that
9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs

incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. **Force Majeure.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, pandemic, epidemic, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

granted by this Agreement) and promptly pay all taxes required by the City and by the State.


19. **No Guarantees or Liquidated Damages.** Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.

20. **Miscellaneous.** (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF KIRBY, TEXAS

**BFI WASTE SERVICES OF TEXAS, LP DBA
REPUBLIC SERVICES OF SAN ANTONIO**

By: 
Name: Roxanne Carmona
Title: Interim City Manager
Date: 5/30/23


By: 
Name: William K. Rich II
Title: GENERAL MANAGER
Date: 5/30/23

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

☒ Municipal Solid Waste (MSW)

☒ Bulky Waste

☒ Yard Waste

☒ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Brush & Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For brush waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag, box or bundle, the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles, not exceeding four (4) feet in length.

2.3 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.4 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility, Commercial Unit or Industrial Permanent or Temporary Unit.

2.5 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.6 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.7 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.8 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.9 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.10 Industrial Temporary Unit – An industrial, residential, commercial or municipal premise requiring use of a large container for the collection of its Solid Waste or Construction Debris on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.11 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.12 Municipal Facilities – Those specific municipal premises as set forth on Exhibit C of this Agreement, if any.

2.13 Municipal Solid Waste (or "MSW") – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.14 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) ninety-six (96) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. for commercial and 7:00 AM for Residential or continue after 5:00 P.M on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least four (4) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least four (4) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Waste Collection. Company shall provide collection and disposal services for Residential Units one (1) time per week. Company shall be obligated to collect no more than one (1) 96-gallon Residential Container per collection from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be contracted by the Residential Unit under terms and prices as listed in Exhibit C.

3.5 Residential Recycle Collection. Company shall provide collection and disposal services for Residential Units one (1) time every other week (EOW). Company shall be obligated to collect no more than one (1) 96-gallon Residential Container per collection from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be contracted by the Residential Unit under terms and prices as listed in Exhibit C.

3.6 Brush and Bulky Waste Collection. Company shall provide brush and bulky waste collection and disposal services for Residential Units two (2) times per year. Company shall be obligated to collect no more than 3 cubic yards of brush or bulky waste, per collection event, from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be contracted by the Residential Unit under terms and prices as listed in Exhibit A. Large amounts of debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling, or vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will not be removed by the Company as a part of regular service but may be removed for the Customer at the rates established by the Company. All special services shall be arranged with and billed directly to the Customer of such debris.

3.7 Household Hazardous Waste Collection. Company shall provide the City and its residents with one (1) Household Hazardous Waste disposal event per year. Company will contribute \$15,000 toward the cost of the annual event. City will be responsible for any remainder of the total event cost and shall reimburse the Company for all expenses in excess of \$15,000. The scheduling of the event shall be coordinated between the City and the Company and shall be limited to the residents of the City. The event shall include but is not limited to the disposal of tires, oil, antifreeze, batteries, insecticides, paint, household chemicals and solvents. This event will not allow ammunition, radioactive material, explosives or gunpowder. Company will coordinate with the City to identify a list of household hazardous waste items that will be accepted during the annual event

3.8 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and

Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide waste collection service at least once per week.

3.9 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.10 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.11 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.12 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.13 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 "Acceptable Material" means the materials listed in Section 8 below.

1.3 "Unacceptable Material" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding acceptable and unacceptable materials and to encourage its Customers to place only acceptable materials in their recycling containers.

3. Collection. City shall pay Company a rate as set forth in Exhibit C for the collection of Recyclable Materials from Residential Units and Municipal Facilities. City's Collection rate assumes that, on average, City's Recyclable Material consists of no more than 15% Unacceptable Material (the "Unacceptable Material Threshold"). The Collection rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

5. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]

6. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Batteries of any type
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)
- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

**CITY OF KIRBY
MUNICIPAL SOLID WASTE PRICING**

<u>I.</u>	<u>Residential Collection:</u>	<u>Rate:</u>
A.	Automated Residential Collection Per Household: <ul style="list-style-type: none">▪ Includes one-time (1x) per week collection with 1 - 96gal Residential Container▪ Cart contents only	\$17.71 per month
B.	Residential Recycling Collection: <ul style="list-style-type: none">▪ Includes every other week (EOW) collection with 1 - 96gal Recycling container	Included in Base Rate
	<ul style="list-style-type: none">▪ Includes:<ul style="list-style-type: none">• Up to three (3) cubic yards per Residential Unit	
D.	Extra 96gal Residential Container – Add'l fee per month per cart	\$ 7.62 per month
E.	Out of cycle, Residential brush and bulky curbside collection <ul style="list-style-type: none">▪ Includes up to 1 cubic yard per Residential Unit	\$31.32 per yard

All charges above, for Residential Collection, do not include Franchise Fees or Sales Tax.

<u>II.</u>	<u>Commercial Collection:</u>																						
A.	Small Commercial Collection (Carts): <ul style="list-style-type: none">▪ Includes one-time (1x) per week collection with 1 - 96gal Container▪ Cart contents only	\$25.87 per month																					
B.	Each Additional Small Commercial Container (Cart): <ul style="list-style-type: none">▪ Includes one-time (1x) per week collection with 1 - 96gal Container▪ Cart contents only	\$ 25.87 per month																					
C.	Large Commercial Container Collection Service:																						
	<table><tr><th><u>Container Size</u></th><th><u>Frequency</u></th><th><u>Rate per Month</u></th></tr><tr><td>2yd FEL Can</td><td>1x/week</td><td>\$109.25</td></tr><tr><td>2yd FEL Can</td><td>2x/week</td><td>\$203.22</td></tr><tr><td>2yd FEL Can</td><td>3x/week</td><td>\$276.86</td></tr><tr><td>2yd FEL Can</td><td>4x/week</td><td>\$370.88</td></tr><tr><td>2yd FEL Can</td><td>5x/week</td><td>\$462.30</td></tr><tr><td>3yd FEL Can</td><td>1x/week</td><td>\$124.44</td></tr></table>	<u>Container Size</u>	<u>Frequency</u>	<u>Rate per Month</u>	2yd FEL Can	1x/week	\$109.25	2yd FEL Can	2x/week	\$203.22	2yd FEL Can	3x/week	\$276.86	2yd FEL Can	4x/week	\$370.88	2yd FEL Can	5x/week	\$462.30	3yd FEL Can	1x/week	\$124.44	
<u>Container Size</u>	<u>Frequency</u>	<u>Rate per Month</u>																					
2yd FEL Can	1x/week	\$109.25																					
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2yd FEL Can	4x/week	\$370.88																					
2yd FEL Can	5x/week	\$462.30																					
3yd FEL Can	1x/week	\$124.44																					

<u>Container Size</u>	<u>Frequency</u>	<u>Rate per Month</u>
3yd FEL Can -	2x/week	\$223.54
3yd FEL Can -	3x/week	\$302.28
3yd FEL Can -	4x/week	\$414.03
3yd FEL Can -	5x/week	\$520.68
4yd FEL Can -	1x/week	\$137.20
4yd FEL Can -	2x/week	\$243.83
4yd FEL Can -	3x/week	\$324.67
4yd FEL Can -	4x/week	\$452.11
4yd FEL Can -	5x/week	\$571.48
6yd FEL Can -	1x/week	\$172.76
6yd FEL Can -	2x/week	\$302.28
6yd FEL Can -	3x/week	\$403.88
6yd FEL Can -	4x/week	\$546.09
6yd FEL Can -	5x/week	\$683.27
8yd FEL Can -	1x/week	\$195.60
8yd FEL Can -	2x/week	\$337.82
8yd FEL Can -	3x/week	\$444.51
8yd FEL Can -	4x/week	\$632.46
8yd FEL Can -	5x/week	\$800.12
8yd FEL Can -	6x/week	\$959.97

Commercial Container - Extra Lift	\$101.23 each extra lift
Commercial Container - Delivery Fee	\$31.63 each can
Commercial Container - Removal & Exchange Fee	\$50.61 each can

All charges above, for Commercial Collection, do not include Franchise Fees or Sales Tax

III. Industrial Permanent and Temporary Rolloff Service:

Haul Fee (20, 30 & 40yd Open Top) -	\$246.74 per haul, plus disposal
Haul Fee (Compactor) -	\$295.00 per haul, plus disposal
Disposal Fee -	\$36.69 per ton on all tons
Rental Fee (Open Top) -	\$ 5.06 per day
Delivery Fee -	\$126.53 per delivery
Container Relocation Fee -	\$113.88 per relocation
False Alarm Fee -	\$158.17 per occurrence
Excess Disposal Charges -	\$0.05 per lb over 10 tons per load

Compactor Rental Charges will be based on individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed by Contractor and such customers.

Above pricing does not apply to special waste volumes.

All charges above, for Industrial Permanent and Temporary Rolloff, do not include 7% Franchise Fees or Sales Tax.

Contractor shall bill Industrial Permanent and Temporary Industrial Rolloff Customers directly and add a 7% Franchise Fee for those services. The Company shall pay to the City the seven percent (7%) franchise fee that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.

IV. Municipal Services:

A. City of Kirby Use Only - Rolloff Collection:

Municipal rates for 20, 30 & 40 cubic yard Rolloff Boxes for use by the City:

Delivery Fee -	N/A
Haul Fee -	\$184.27 per haul plus disposal (20, 30 & 40yd boxes)
Disposal Fee -	\$32.90 per ton
Rental Fee (Open Top) -	N/A
Excess Disposal Charges -	\$0.05 per lb. over 10 tons

Above pricing does not apply to special waste or water treatment plant waste volumes.

B. Municipal Trash Hauling – Provided Free of Charge:

- The following municipal owned facilities will be provided a Commercial Small Container (FEL) and/or 95gal cart service free of charge, emptied on a schedule to be determined by the City and the Company:
 - Kirby Senior Center
 - John Sterling Pool
 - Kirby Public Safety
 - Kirby Animal Control
- Company shall provide one (1) 30 cubic yard rolloff container for HOBO festival, pulled one (1) time. All additional rolloff hauls will be charged at Municipal Contract Rates. Excess disposal charges of \$0.05 per lb. will apply to all municipal loads greater than 10 tons. (These are not to be used for special waste, sludge or other profiled &/or manifested waste streams).
- Company shall provide one (1) 30 cubic yard rolloff container for 4th of July festival, pulled one (1) time. All additional rolloff hauls will be charged at Municipal Contract Rates. Excess disposal charges of \$0.05 per lb. will apply to all municipal loads greater than 10 tons. (These are not to be used for special waste, sludge or other profiled &/or manifested waste streams).
- Company shall provide up to twenty-five (25) 30 cubic yard rolloff hauls for Annual Spring Clean-up, for residential brush & bulk, at no charge. Any unused hauls, for a given year, will not carry over to future years. All additional rolloff hauls will be charged at Municipal Contract Rates. Excess disposal charges of \$0.05 per lb. will apply to all municipal loads greater than 10 tons. (These are not to be used for special waste, sludge or other profiled &/or manifested waste streams).
- Company shall provide twenty-five (25) 96gal residential carts for City parks, serviced two (2) times per week. Location for placement of containers will be coordinated between the City and the Company.

- Company shall provide an Annual Household Hazardous Material Collection event, one (1) time per year. Company will contribute up to \$15,000 toward the cost of the annual event. City will be responsible for any remainder of the total event cost and shall reimburse the Company for all expenses in excess of \$15,000.

All charges above, for Municipal Services, do not include Franchise Fees or Sales Tax.



April 23, 2025
City of Kirby
Dr. Brian Rowland
City Manager
112 Bauman
Kirby, TX 78219

Dr. Rowland,
In accordance with the Residential Solid Waste Collection and Disposal contract between the the City of Kirby and BFI Waste Services of Texas L.P., dba Republic Services of San Antonio, we are submitting the following for your review.

As per the contract, Company shall increase the rates for all services effective on each anniversary of the Effective Date of the Agreement in an amount equal to the greater of (a) four (4) percent or (ii) them most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months' average CPI compared to the preceding average twelve (12) month period.

Price Increase becomes effective 6/1/2025.

Please contact me if you have any questions with regard to this matter.

Respectfully,

Tom Armstrong
Municipal Services Manager
Republic Services
4542 SE Loop 410
San Antonio, TX 78222
tarmstrong@republicservices.com

City of Kirby, Texas

Consumer Adjustment commencing May 1, 2025

DOL Consumer Price Index

(All Urban Consumers-Water/Sewer/Trash for:

April 2025 305.9537

April 2024 291.8663

Department of Labor -

14.0874

Computation of Increase:

0.0483

1.04826669

(305.8537-291.8663/291.8663)

CPI Increase

4.83%

Total Rate Increase =

4.83%

Price Increase will be the greater of 4% or W,S&T index change.

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH	Increase Amount	2025 RATE PER MONTH
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Residential		\$18.72	\$0.90	\$19.62
Extra Cart		\$8.05	\$0.39	\$8.44
Out of Cycle Brush and Bulky per Yard		\$33.10	\$1.60	\$34.70
Commercial Hand Pickup		\$27.34	\$1.32	\$28.66
Extra Commercial Cart (95 gal)		\$27.34	\$1.32	\$28.66

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All charges above, for Residential Collection, do not include Franchise Fees or Sales Tax.

Commercial : Container Service

2 Cubic Yard C	1/wk	\$115.46	\$5.58	\$121.03
	2/wk	\$214.76	\$10.37	\$225.14
	3/wk	\$292.59	\$14.13	\$306.72
	4/wk	\$391.95	\$18.93	\$410.88
	5/wk	\$488.58	\$23.60	\$512.16
3 Cubic Yard C	1/wk	\$131.51	\$6.35	\$137.86
	2/wk	\$236.24	\$11.41	\$247.65
	3/wk	\$319.45	\$15.43	\$334.88
	4/wk	\$437.55	\$21.13	\$458.68
	5/wk	\$550.25	\$26.58	\$576.83
4 Cubic Yard C	1/wk	\$144.99	\$7.00	\$152.00
	2/wk	\$257.88	\$12.45	\$270.33
	3/wk	\$343.11	\$16.57	\$359.68
	4/wk	\$477.79	\$23.08	\$500.87
	5/wk	\$603.94	\$29.17	\$633.11
6 Cubic Yard C	1/wk	\$182.57	\$8.82	\$191.39
	2/wk	\$319.45	\$15.43	\$334.88
	3/wk	\$426.82	\$20.62	\$447.44
	4/wk	\$577.11	\$27.87	\$604.98
	5/wk	\$722.08	\$34.88	\$756.96
8 Cubic Yard C	1/wk	\$206.71	\$9.98	\$216.69
	2/wk	\$357.01	\$17.24	\$374.25
	3/wk	\$469.76	\$22.69	\$492.45
	4/wk	\$668.38	\$32.28	\$700.67
	5/wk	\$845.57	\$40.84	\$886.41
	6/wk			

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Extra lift for any Commercial container:	\$106.98	\$5.17	\$112.15
Delivery Fee for any Commercial container:	\$33.43	\$1.61	\$35.04
Exchange or Removal Fee for any Commercial container:	\$53.48	\$2.58	\$56.07

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All charges above, for Commercial Collection, do not include Franchise Fees or Sales Tax.

Industrial Rate:	Rental / Day	\$5.35	\$0.26	\$5.61
	Haul 20 yd	\$260.75	\$12.59	\$273.35
	Haul 30 yd	\$260.75	\$12.59	\$273.35
	Haul 40 yd	\$260.75	\$12.59	\$273.35
	Delivery	\$133.72	\$6.46	\$140.18
	False Alarm Fee	\$167.15	\$8.07	\$175.23
	Disposal Fee/Ton	\$38.77	\$1.87	\$40.65
	Excess Disposal Charges per lb over 10 tons	\$0.04	\$0.00	\$0.04
	Container Relocation	\$120.35	\$5.81	\$126.16

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*Contractor Rental Charges will be based on individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed by Contractor and such customers.

All Charges do not apply to special waste volumes.

City of Kirby Use Only	Temporary and Permanent Roll-off Collection			
	Rental / Day	N/A		N/A
	Haul 20 yd	\$194.74	\$9.41	\$204.14
	Haul 30 yd	\$194.74	\$9.41	\$204.14
	Haul 40 yd	\$194.74	\$9.41	\$204.14
	Delivery	N/A	N/A	N/A
	False Alarm Fee	\$129.83	\$6.27	\$136.10
	Disposal Fee/Ton	\$34.77	\$1.68	\$36.45
	Overweight Charges per lb over 10 tons	\$0.05	\$0.00	\$0.05

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All pricing does not apply to special waste or water treatment plant waste volumes.

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city
Area: average, all urban consumers, not seasonally adjusted
Item: U.S. city average

Base Item: Water and sewer and trash collection services

Period: DECEMBER 1997=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234
2025	310.239	313.344	313.925									

April 2023 - March 2024 Average:

291.866

April 2024 - March 2025 Average:

305.954

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit C, subject to the rate adjustments and additional fees and costs as set forth herein.
- 7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the preceding average twelve (12) months period.
- 7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.



CITY OF KIRBY

112 BAUMAN STREET

KIRBY, TEXAS 78219-1098

AREA CODE 210
661-4871 & 661-3198
FAX 661-4525

May 13, 2025

BFI Waste Services of Texas, LP
d/b/a Republic Services of San Antonio
Attn: Tom Armstrong
4542 SE Loop 410
San Antonio, Texas 78222

Re: Franchise Adoption Process and Next Steps

Dear Tom,

It has come to the City of Kirby's ("City") attention that the current Franchise Agreement between BFI Waste Services of Texas ("Republic") and the City (the "Agreement") has not been adopted in accordance with the City's Charter (the "Charter") provisions governing Franchise Agreements and requires further action to appropriately adopt the Agreement to conform to those requirements.

Per Section 10.02 of the Charter, trash collection is a municipal service and public utility subject to the regulations of Article 10 of the Charter – Franchise of Public Utilities. Sections 10.04 and 10.05 of the Charter require that all franchises of municipal services and public utilities be adopted by an ordinance that is read at three (3) separate regular meetings of City Council and that's caption is published in the official newspaper of the City. Further, Section 10.07 of the Charter requires that all increases be passed by ordinance after demonstrating the need for any increase to City Council. Section 2.13 of the Charter requires any ordinance that sets a rate for public utilities, which includes trash collection per Section 10.02, be read at two (2) regular City Council meetings.

To comply with these requirements, the Agreement will be placed on the May 22nd regular meeting of City Council with the proposed increases that you have provided to the City. The City will not implement the proposed increase in rates until the Agreement has been passed and approved in accordance with the Charter and all publication requirements have been met.

Therefore, the purpose of this letter is to give Republic notice that the City will be discussing whether to adopt the Agreement on May 22, 2025, for the first of three required readings, in accordance with the Charter.

Your prompt attention, cooperation, and assistance are greatly appreciated.

Sincerely,

Dr. Brian E. Rowland
Interim City Manager
City of Kirby

