

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AMENDING ORDINANCE NUMBER 1443 OF THE CITY OF MANSFIELD, TEXAS, AS HERETOFORE AMENDED BY ORDINANCE NUMBER 1582 AND ORDINANCE NUMBER OR-1705-08, GRANTING A CONTRACT RENEWAL WITH DUNCAN DISPOSAL AND APPROVING A RATE INCREASE AND CONTRACT EXTENSION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A SEVERABILITY CLAUSE.**

**WHEREAS**, the City Manager of the City of Mansfield, Texas executed a contract with Duncan Disposal to provide waste disposal and recyclable materials collection on the 8<sup>th</sup> day of September of the year 2003 which established charges for these aforementioned services as defined by Chapter 50 of the Code of Ordinances.

**WHEREAS**, the collection and disposal of residential and commercial refuse, solid wastes and recyclable materials is important for the well being, quality of life, and best interests of the citizens of Mansfield, Texas;

**WHEREAS**, the City Council of the City of Mansfield, Texas believes it is important to review the established charges as amended, to revise the recycling program and to extend the term as permitted by the contract.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THAT:**

**SECTION ONE**

That the City Manager of the City of Mansfield, Texas and/or his designee is hereby authorized and directed to renew the contract with Duncan Disposal for waste and recycling services and to amend the rates established by Ordinance OR-1705-08 dated August 25, 2008 and by Ordinance 1582 dated August 14, 2006, both of which amended Ordinance 1443 dated September 8, 2003.

**SECTION TWO**

The effective date of this amendment to Ordinance 1443 shall be thirty (30) days after its final passage; and pending such time, the full text of such ordinance shall be published once each week for three (3) consecutive weeks in a newspaper of general circulation in the City of Mansfield, Texas; and the expense of such publication shall be borne by Duncan Disposal.

**SECTION THREE**

All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance, of the Code of Ordinances as amended hereby are repealed.

**SECTION FOUR**

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof, other than the part so declared to be invalid, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

PASSED AND ADOPTED on the First reading this \_\_\_\_ day of March, 2012

PASSED AND ADOPTED on the Second reading this \_\_\_\_ day of April, 2012

\_\_\_\_\_  
**David Cook, Mayor**

ATTEST:

\_\_\_\_\_  
**Vicki Collins, City Secretary**

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
**E. Allen Taylor, City Attorney**

**AMENDMENT TO “EXHIBIT A” – NON EXCLUSIVE CONTRACT AND  
FRANCHISE BY AND BETWEEN THE CITY OF MANSFIELD, TEXAS AND  
REPUUBLIC WASTE SERVICES OF TEXAS, LTD. D/B/A DUNCAN DISPOSAL**

This Amendment to “Exhibit A” – Non-Exclusive Contract and Franchise (the “Amendment”) is entered into on April \_\_\_\_\_, 2012 by and between the City of Mansfield, Texas (the “CITY”), and Republic Waste Services of Texas, Ltd. d/b/a Duncan Disposal (“CONTRACTOR”).

Recitals

A. CITY and CONTRACTOR entered into that certain Exhibit A” – Non-Exclusive Contract and Franchise Agreement effective October 1, 2008 (the “Agreement”).

B. CITY and CONTRACTOR desire to enter into this Amendment to extend the term of the Agreement and further amend the Agreement in accordance with this Amendment.

Agreement

NOW THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

1. **SECTION 1.** The parties agree that Section 1 shall be deleted in its entirety and replaced with the following:

“CITY hereby grants to CONTRACTOR a non-exclusive contract and franchise to engage in the business of collecting and disposing of residential, commercial and industrial garbage, trash, brush, rubbish, debris, hazardous wastes and other refuse and residential recyclable materials within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR permission to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for the purpose of collection and disposal of garbage, trash, brush, debris, hazardous wastes and other refuse and residential recyclable materials beginning OCTOBER 1, 2008 and terminating SEPTEMBER 30, 2018, subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. The parties have the option to renew this Agreement by an instrument in writing executed by the parties hereto for a period of five years, such renewal to be upon the terms and conditions agreed to by the parties at that time.”

2. **SECTION 2.** The parties agree that Section 2(P) shall be deleted in its entirety and replaced with the following:

“Recycling Containers: Ninety-five (95) or sixty-five (65) gallon wheeled carts for use by residential or small commercial customers for curbside recyclable

materials collection by CONTRACTOR.”

3. **SECTION 3(I)**. The parties agree that Section 3(I)(B) shall be deleted in its entirety and replaced with the following:

**B.** CONTRACTOR shall provide a wheeled cart with a capacity of either 95 gallons or 65 gallons (the “Carts”) to each residential customer upon implementation of the new recycling program, excluding those residents residing in the test pilot area. The date(s) for delivery of the Carts shall be as determined and as mutually agreed between the CITY and CONTRACTOR.

CONTRACTOR further agrees to supply and deliver to each new occupancy of a residential unit in the City, with a Cart upon notification from the City’s water department that the resident has established new utility service. This provision shall not apply to any multi-family complex that has consolidated pick-up services. CITY agrees to supply CONTRACTOR with daily lists of such new residents establishing new utility service. CONTRACTOR shall deliver such Carts within three business days after such notice from the CITY. Such Carts will be dedicated solely to the collection of Recyclable Materials. Carts to be utilized and provided by CONTRACTOR shall meet the minimum specifications as outlined in ATTACHMENT V of this Agreement.

CONTRACTOR shall be responsible for the ongoing maintenance of the Carts. Residents shall contact the CONTRACTOR to request a repair or replacement of damaged, lost or stolen Carts. CONTRACTOR shall repair or replace damaged, lost or stolen Carts within three business days after receiving such notification from the resident. CONTRACTOR shall be allowed to assess a charge to the resident for lost or stolen Carts, or Cart damage resulting from resident negligence. Residents shall not be responsible for damages resulting from CONTRACTOR’s negligence or manufacturer-related defects. If a dispute arises regarding the source of damage to a resident’s cart, the City Manager of the CITY shall have the final decision as to whether such assessment is warranted. The decision by the City Manager shall be final, and CONTRACTOR agrees to abide by such decision. Charges for the repair or replacement of Carts as described above shall be as defined in ATTACHMENT I of this Agreement.

4. **SECTION 3(II)**. The parties agree to add the following as Section 3(II)(F):

“CONTRACTOR shall provide recycling services to small commercial customers in the CITY requesting recycling containers provided that such customer’s location(s) are acceptable, serviceable and agreeable between CONTRACTOR and the CITY. The rate for such recycling services is set forth on ATTACHMENT I.”

5. **SECTION 3(III)(I)**. The parties agree that Sections 3(III)(I) shall be deleted in

its entirety and replaced with the following:

CONTRACTOR agrees to provide weekly garbage, trash and commingled recycle service to all CITY facilities without charge. Additionally, CONTRACTOR will provide up to 5 roll-off hauls annually for a creek clean-up event, or similar public works event.

6. **SECTION 3(III)(O)**. The parties agree to add the following as Section 3(III)(O):

“CONTRACTOR shall provide an annual environmental education contribution in an amount equal to \$15,000. payable to the City of Mansfield, Texas, with the initial payment due within 15 days of the implementation of the new residential recycling program.”

7. **SECTION 4**. The parties agree that Sections 4(A) – (E) shall be deleted in their entirety and replaced with the following:

A. **Residential Rates**. CITY and CONTRACTOR agree that the initial rates for residential services beginning June 1, 2012 shall be as follows (the “Residential Rate”):

Residential Trash Rate	\$ 7.36 per residential unit
Residential Recycling Rate	\$ 3.34 per residential unit
Total Residential Rate	\$10.70 per residential unit

Handicapped Customer’s and Senior Citizens

Residential Trash Rate	\$ 6.49 per residential unit
Residential Recycling Rate	\$ 3.34 per residential unit
Total Handicapped and Senior Citizens Rate	\$ 9.83 per residential unit

B. **Commercial Rates**. CITY and CONTRACTOR agree that the initial rates for commercial services shall be as depicted in Attachment I to this Agreement, which is attached hereto and incorporated herein (the “Commercial Rates”).

C. **Evaluation of Rates**. CONTRACTOR will not be eligible to receive an increase to the Residential Rates for recycling services established hereunder until October 1, 2013 (the “Rate Modification Date”), and annually thereafter on the anniversary of the Rate Modification Date in accordance with Section 4, Subsection D. Contractor shall be entitled to adjust the Residential Rates for trash services on October 1, 2012, and annually thereafter on the Rate Modification Date and the anniversary of the Rate Modification Date in accordance with Section 4, Subsection D.

CONTRACTOR shall be entitled to adjust the Commercial Rates on October 1,

2012, and annually thereafter on the Rate Modification Date and the anniversary of the Rate Modification Date in accordance with Section 4, Subsections D & E.

D. Annual CPI Adjustment. The calculation for the rate adjustments set forth in Section 4(c) shall be as follows:

On each Rate Modification Date, the rates established hereunder shall be adjusted upward by the percentage change in Consumer Price Index for All Urban Consumers, Dallas / Fort Worth Region, as published by the Bureau of Labor Statistics (“Index Value”), multiplied by 90% (the “Annual CPI Adjustment”). If the Index Value has remained constant or decreased from the prior year, the rate will remain unchanged from the prior year. The period used for calculating the increase percentage shall be the July Index from the prior year through the July Index of the current year.

Example:

Base Month – July 2010 – Index value = 200.227  
Current period – July 2011 – Index value = 208.602  
Change in Index value = 8.375 (208.602-200.227)  
Percentage change in Index value = 4.18% (8.375 / 200.227)  
Multiplied by 90% = 3.76% (.0418 X .90)

Under this example, the Base Contract Rates would increase by 3.76% effective on October 1.

The initial contract rates contained in Attachment I shall be the “Base Contract Rates” for the initial period, and the annual CPI adjusted rates shall become the Base Contract Rates for the then current year of the Agreement.

The Annual CPI Adjustment for the Residential Rates shall not exceed 2.5% in any contract year. The Annual CPI Adjustment for the Commercial Rates shall not exceed 3.5%, nor be less than 3.0% in any contract year.

CONTRACTOR shall provide written notice to the City of the annual CPI Adjustment by September 1st of each year.

E. Fuel Surcharge. In addition to the Annual CPI Adjustment set forth above, a fuel surcharge shall be applied to the adjusted Commercial Rates for commercial customers only. Such adjustment shall be in an amount as defined and depicted in the fuel surcharge schedule attached as Attachment III.

8. **ATTACHMENTS**. The parties agree to delete Attachments I, II, III and IV in their entirety and replace them with the attached Attachments I, II, III and IV. The parties further agree to add Attachment V, "Cart Specifications" to the agreement.

9. **CAPITALIZED TERMS**. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

10. **CONTINUING EFFECT**. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

11. **EXECUTION IN COUNTERPARTS**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

City of Mansfield, Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Republic Waste Services of Texas, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTACHMENT I (PAGE 1)

CITY OF MANSFIELD  
REPUBLIC SERVICES  
FRANCHISED CITY RATES

EFFECTIVE JUNE 1, 2012

<u>Residential</u>	<u>Trash</u>	<u>Recycle</u>	<u>Total</u>
Regular Residential	\$ 7.36	\$ 3.34	\$ 10.70
Senior Citizen/Handicapped	\$ 6.49	\$ 3.34	\$ 9.83
Add'l Residential Recycle Cart	\$ 3.00	(each additional cart)	
Replacement Cart	\$ 50.00		
Cart Repair (New lid, wheel, or axle)	\$ 10.00	(Resident caused damage only)	
Commercial Hand Load	\$ 29.29		
Commercial Recycle Cart	\$ 7.50		
Add'l Commercial Recycle Cart	\$ 3.50		

Brush Chipper per hour with a one-hour minimum charge \$ 91.86

**COMMERCIAL FRONT-LOAD RATES**

<b>Base Contract Rates</b>							
SIZE	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	EXTRA
2 YD	\$ 52.26	\$ 77.47	\$ 102.12	\$ 127.06	\$ 151.99	\$ 183.94	\$ 21.13
3 YD	\$ 61.29	\$ 110.45	\$ 154.91	\$ 202.56	\$ 250.21	\$ 305.09	\$ 29.26
4 YD	\$ 77.17	\$ 133.87	\$ 192.33	\$ 250.77	\$ 309.14	\$ 389.45	\$ 37.39
6 YD	\$ 97.03	\$ 171.86	\$ 246.69	\$ 321.51	\$ 396.37	\$ 519.24	\$ 48.77
8 YD	\$ 128.75	\$ 216.61	\$ 292.51	\$ 368.42	\$ 444.30	\$ 579.12	\$ 65.02

<b>Effective Commercial Rates</b>							
SIZE	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	EXTRA
2 YD	\$ 51.63	\$ 76.54	\$ 100.89	\$ 125.54	\$ 150.17	\$ 181.73	\$ 20.88
3 YD	\$ 60.55	\$ 109.12	\$ 153.05	\$ 200.13	\$ 247.21	\$ 301.43	\$ 28.91
4 YD	\$ 76.24	\$ 132.26	\$ 190.02	\$ 247.76	\$ 305.43	\$ 384.78	\$ 36.94
6 YD	\$ 95.87	\$ 169.80	\$ 243.73	\$ 317.65	\$ 391.61	\$ 513.01	\$ 48.18
8 YD	\$ 127.21	\$ 214.01	\$ 289.00	\$ 364.00	\$ 438.97	\$ 572.17	\$ 64.24

**Misc Charges – Commercial Front Load**

	<u>Base Rate</u>	<u>Effective Rate</u>	
Delivery	\$ 67.40	\$ 66.59	
Casters	\$ 14.95	\$ 14.95	month
Obstruction, Return trip fee	\$ 15.57	\$ 15.57	
Containers with enclosures or gates -	\$ 1.64	\$ 1.64	per lift
Lockbars	\$ 7.16	\$ 7.16	per month
Lockbar Installation Fee	\$ 67.47	\$ 67.47	One time installation fee

ATTACHMENT I (PAGE 2)

**COMMERCIAL ROLL-OFF RATES**

<b>Base Commercial Roll Off Contract Rates</b>					
<b>SIZE</b>	<b>TYPE</b>	<b>DELIVERY</b>	<b>RENTAL PER DAY</b>	<b>HAUL &amp; DISPOSAL PER LOAD</b>	<b>DEPOSIT PER CONT</b>
20 YD	OPEN	\$ 82.95	\$ 4.15	\$ 290.33	\$ 449.45
30 YD	OPEN	\$ 82.95	\$ 4.15	\$ 311.07	\$ 472.30
40 YD	OPEN	\$ 82.95	\$ 4.15	\$ 362.91	\$ 519.00
28 YD	COMP	NEGO	NEGO	\$ 362.91	NEGO
30 YD	COMP	NEGO	NEGO	\$ 373.28	NEGO
35 YD	COMP	NEGO	NEGO	\$ 399.21	NEGO
40 YD	COMP	NEGO	NEGO	\$ 414.76	NEGO
42 YD	COMP	NEGO	NEGO	\$ 414.76	NEGO

<b>Effective Commercial Roll Off Contract Rates</b>					
<b>SIZE</b>	<b>TYPE</b>	<b>DELIVERY</b>	<b>RENTAL PER DAY</b>	<b>HAUL &amp; DISPOSAL PER LOAD</b>	<b>DEPOSIT PER CONT</b>
20 YD	OPEN	\$ 81.95	\$ 4.15	\$ 286.85	\$ 449.45
30 YD	OPEN	\$ 81.95	\$ 4.15	\$ 307.34	\$ 472.30
40 YD	OPEN	\$ 81.95	\$ 4.15	\$ 358.56	\$ 519.00
28 YD	COMP	NEGO	NEGO	\$ 358.56	NEGO
30 YD	COMP	NEGO	NEGO	\$ 368.80	NEGO
35 YD	COMP	NEGO	NEGO	\$ 394.42	NEGO
40 YD	COMP	NEGO	NEGO	\$ 409.78	NEGO
42 YD	COMP	NEGO	NEGO	\$ 409.78	NEGO

Commercial Franchise Fee %                      8.0%

ATTACHMENT II  
RESIDENTIAL LANDFILL RATE SHEET

Mansfield, Texas - Miscellaneous Rate Sheet

ARLINGTON LANDFILL, 800 Mosier Valley Road, Arlington, TX  
(Leased and Operated by Republic Waste Services of Texas, Ltd.)

GATE RATE SCHEDULE  
(Effective October 1, 2011)

Vehicle Size	Trash Disposal	Mansfield Residents Must have valid driver license and copy of a current utility bill.
Automobiles, Station Wagons, Pickups (with no sideboards)		\$8/each
Pickups or Automobiles with Trailers attached, Less Than 8 Feet in Length (with no sideboards on pick-up or trailer)		\$8 for p/u load and \$8 for trailer load
Pickup and Trailers, Less Than 8 Feet in Length with After Market Sideboards Attached to Truck or Trailer		\$38/ton \$38 Minimum
Pickups or Automobiles with Trailers Attached, Greater Than 8 Feet in		\$38/ton \$38 Minimum
Semi-trailers, Dump Trucks and Trucks Larger Than Pickups		\$38/ton \$38 Minimum
<b>Special Items</b>		
Tarp Charge for Improperly Tarped Vehicles - <u>State Regulation</u>		\$10/Vehicle
Automobile / Pickup Tires (NO Rims)		\$4/each - Limit of 4
Large Truck Tires (NO Rims)		\$9/each - Limit of 4
Large Tires with Rims		Not Accepted
Agricultural Tires (NO Rims)		\$150/each - Limit of 2
Livestock		\$9 /each
Clean Dirt		No Charge
Special Handling Charge (rootballs, etc.)		\$55 per load
<b>Brush Processing</b>		
Grass & Leaves only (Customer to de-bag on site)		No Charge
Mansfield Residents		\$43/cy \$20 Minimum

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL AT ARLINGTON LANDFILL:  
Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste

Note: Disposal rates set forth above apply to Mansfield residential customers only, schedule is not applicable for commercial contractors.



**ATTACHMENT III**  
**Effective October 1, 2012**  
**City of Mansfield**  
**Solid Waste Services**

Benchmark Price per Gallon for Fuel      \$      4.00

Fuel Cost as Percent of Revenue                      10%

A Fuel Surcharge shall be applied annually to the Base Contract Commercial Rates, which shall be in addition to to the annual CPI Adjustment or Regulatory Rate adjustment as defined under Section 4, Subsections D & F. The average price per gallon for diesel fuel for the previous twelve month period prior to August 15, as published by the Department of Energy for the Gulf Coast Region shall be the basis for calculating the Fuel Surcharge percentage for the upcoming contract year. The following schedule shall be used in determining the percentage increase or decrease that will applied to the Base Commercial Rates for the upcoming year, when combined with Base Commercial Rates shall constitute the Effective Commercial Rates for the upcoming contract year.

Department of Energy Web site:      <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

\$ 4.41	\$ 0.41	10.3%	1.0%	\$ 3.59	\$ (0.41)	-10.2%	-1.0%
\$ 4.42	\$ 0.42	10.5%	1.1%	\$ 3.58	\$ (0.42)	-10.5%	-1.0%
\$ 4.43	\$ 0.43	10.8%	1.1%	\$ 3.57	\$ (0.43)	-10.7%	-1.1%
\$ 4.44	\$ 0.44	11.0%	1.1%	\$ 3.56	\$ (0.44)	-11.0%	-1.1%
\$ 4.45	\$ 0.45	11.3%	1.1%	\$ 3.55	\$ (0.45)	-11.2%	-1.1%
\$ 4.46	\$ 0.46	11.5%	1.2%	\$ 3.54	\$ (0.46)	-11.5%	-1.1%
\$ 4.47	\$ 0.47	11.8%	1.2%	\$ 3.53	\$ (0.47)	-11.7%	-1.2%
\$ 4.48	\$ 0.48	12.0%	1.2%	\$ 3.52	\$ (0.48)	-12.0%	-1.2%
\$ 4.49	\$ 0.49	12.3%	1.2%	\$ 3.51	\$ (0.49)	-12.2%	-1.2%
\$ 4.50	\$ 0.50	12.5%	1.3%	\$ 3.50	\$ (0.50)	-12.5%	-1.2%
\$ 4.51	\$ 0.51	12.8%	1.3%	\$ 3.49	\$ (0.51)	-12.7%	-1.3%
\$ 4.52	\$ 0.52	13.0%	1.3%	\$ 3.48	\$ (0.52)	-13.0%	-1.3%
\$ 4.53	\$ 0.53	13.3%	1.3%	\$ 3.47	\$ (0.53)	-13.2%	-1.3%
\$ 4.54	\$ 0.54	13.5%	1.4%	\$ 3.46	\$ (0.54)	-13.5%	-1.3%
\$ 4.55	\$ 0.55	13.8%	1.4%	\$ 3.45	\$ (0.55)	-13.7%	-1.4%
\$ 4.56	\$ 0.56	14.0%	1.4%	\$ 3.44	\$ (0.56)	-14.0%	-1.4%
\$ 4.57	\$ 0.57	14.3%	1.4%	\$ 3.43	\$ (0.57)	-14.2%	-1.4%
\$ 4.58	\$ 0.58	14.5%	1.5%	\$ 3.42	\$ (0.58)	-14.5%	-1.4%
\$ 4.59	\$ 0.59	14.8%	1.5%	\$ 3.41	\$ (0.59)	-14.7%	-1.5%
\$ 4.60	\$ 0.60	15.0%	1.5%	\$ 3.40	\$ (0.60)	-15.0%	-1.5%
\$ 4.61	\$ 0.61	15.3%	1.5%	\$ 3.39	\$ (0.61)	-15.2%	-1.5%
\$ 4.62	\$ 0.62	15.5%	1.6%	\$ 3.38	\$ (0.62)	-15.5%	-1.5%
\$ 4.63	\$ 0.63	15.8%	1.6%	\$ 3.37	\$ (0.63)	-15.7%	-1.6%
\$ 4.64	\$ 0.64	16.0%	1.6%	\$ 3.36	\$ (0.64)	-16.0%	-1.6%
\$ 4.65	\$ 0.65	16.3%	1.6%	\$ 3.35	\$ (0.65)	-16.2%	-1.6%
\$ 4.66	\$ 0.66	16.5%	1.7%	\$ 3.34	\$ (0.66)	-16.5%	-1.6%
\$ 4.67	\$ 0.67	16.8%	1.7%	\$ 3.33	\$ (0.67)	-16.7%	-1.7%
\$ 4.68	\$ 0.68	17.0%	1.7%	\$ 3.32	\$ (0.68)	-17.0%	-1.7%
\$ 4.69	\$ 0.69	17.3%	1.7%	\$ 3.31	\$ (0.69)	-17.2%	-1.7%
\$ 4.70	\$ 0.70	17.5%	1.8%	\$ 3.30	\$ (0.70)	-17.5%	-1.7%
\$ 4.71	\$ 0.71	17.8%	1.8%	\$ 3.29	\$ (0.71)	-17.7%	-1.8%
\$ 4.72	\$ 0.72	18.0%	1.8%	\$ 3.28	\$ (0.72)	-18.0%	-1.8%
\$ 4.73	\$ 0.73	18.3%	1.8%	\$ 3.27	\$ (0.73)	-18.2%	-1.8%
\$ 4.74	\$ 0.74	18.5%	1.8%	\$ 3.26	\$ (0.74)	-18.5%	-1.8%
\$ 4.75	\$ 0.75	18.7%	1.9%	\$ 3.25	\$ (0.75)	-18.7%	-1.9%
\$ 4.76	\$ 0.76	19.0%	1.9%	\$ 3.24	\$ (0.76)	-19.0%	-1.9%
\$ 4.77	\$ 0.77	19.2%	1.9%	\$ 3.23	\$ (0.77)	-19.2%	-1.9%
\$ 4.78	\$ 0.78	19.5%	1.9%	\$ 3.22	\$ (0.78)	-19.5%	-1.9%
\$ 4.79	\$ 0.79	19.7%	2.0%	\$ 3.21	\$ (0.79)	-19.7%	-2.0%
\$ 4.80	\$ 0.80	20.0%	2.0%	\$ 3.20	\$ (0.80)	-20.0%	-2.0%
\$ 4.81	\$ 0.81	20.2%	2.0%	\$ 3.19	\$ (0.81)	-20.2%	-2.0%
\$ 4.82	\$ 0.82	20.5%	2.0%	\$ 3.18	\$ (0.82)	-20.5%	-2.0%
\$ 4.83	\$ 0.83	20.7%	2.1%	\$ 3.17	\$ (0.83)	-20.7%	-2.1%
\$ 4.84	\$ 0.84	21.0%	2.1%	\$ 3.16	\$ (0.84)	-21.0%	-2.1%
\$ 4.85	\$ 0.85	21.2%	2.1%	\$ 3.15	\$ (0.85)	-21.2%	-2.1%

**ATTACHMENT III**  
**Effective October 1, 2012**  
**City of Mansfield**  
**Solid Waste Services**

Benchmark Price per Gallon for Fuel     \$     4.00

Fuel Cost as Percent of Revenue             10%

A Fuel Surcharge shall be applied annually to the Base Contract Commercial Rates, which shall be in addition to to the annual CPI Adjustment or Regulatory Rate adjustment as defined under Section 4, Subsections D & F. The average price per gallon for diesel fuel for the previous twelve month period prior to August 15, as published by the Department of Energy for the Gulf Coast Region shall be the basis for calculating the Fuel Surcharge percentage for the upcoming contract year. The following schedule shall be used in determining the percentage increase or decrease that will applied to the Base Commercial Rates for the upcoming year, when combined with Base Commercial Rates shall constitute the Effective Commercial Rates for the upcoming contract year.

Department of Energy Web site:     <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

\$ 4.86	\$ 0.86	21.5%	2.1%	\$ 3.14	\$ (0.86)	-21.5%	-2.1%
\$ 4.87	\$ 0.87	21.7%	2.2%	\$ 3.13	\$ (0.87)	-21.7%	-2.2%
\$ 4.88	\$ 0.88	22.0%	2.2%	\$ 3.12	\$ (0.88)	-22.0%	-2.2%
\$ 4.89	\$ 0.89	22.2%	2.2%	\$ 3.11	\$ (0.89)	-22.2%	-2.2%
\$ 4.90	\$ 0.90	22.5%	2.2%	\$ 3.10	\$ (0.90)	-22.5%	-2.2%
\$ 4.91	\$ 0.91	22.7%	2.3%	\$ 3.09	\$ (0.91)	-22.7%	-2.3%
\$ 4.92	\$ 0.92	23.0%	2.3%	\$ 3.08	\$ (0.92)	-23.0%	-2.3%
\$ 4.93	\$ 0.93	23.2%	2.3%	\$ 3.07	\$ (0.93)	-23.2%	-2.3%
\$ 4.94	\$ 0.94	23.5%	2.3%	\$ 3.06	\$ (0.94)	-23.5%	-2.3%
\$ 4.95	\$ 0.95	23.7%	2.4%	\$ 3.05	\$ (0.95)	-23.7%	-2.4%
\$ 4.96	\$ 0.96	24.0%	2.4%	\$ 3.04	\$ (0.96)	-24.0%	-2.4%
\$ 4.97	\$ 0.97	24.2%	2.4%	\$ 3.03	\$ (0.97)	-24.2%	-2.4%
\$ 4.98	\$ 0.98	24.5%	2.4%	\$ 3.02	\$ (0.98)	-24.5%	-2.4%
\$ 4.99	\$ 0.99	24.7%	2.5%	\$ 3.01	\$ (0.99)	-24.7%	-2.5%
\$ 5.00	\$ 1.00	25.0%	2.5%	\$ 3.00	\$ (1.00)	-25.0%	-2.5%
\$ 5.01	\$ 1.01	25.2%	2.5%	\$ 2.99	\$ (1.01)	-25.2%	-2.5%
\$ 5.02	\$ 1.02	25.5%	2.5%	\$ 2.98	\$ (1.02)	-25.5%	-2.5%
\$ 5.03	\$ 1.03	25.7%	2.6%	\$ 2.97	\$ (1.03)	-25.7%	-2.6%
\$ 5.04	\$ 1.04	26.0%	2.6%	\$ 2.96	\$ (1.04)	-26.0%	-2.6%
\$ 5.05	\$ 1.05	26.2%	2.6%	\$ 2.95	\$ (1.05)	-26.2%	-2.6%
\$ 5.06	\$ 1.06	26.5%	2.6%	\$ 2.94	\$ (1.06)	-26.5%	-2.6%
\$ 5.07	\$ 1.07	26.7%	2.7%	\$ 2.93	\$ (1.07)	-26.7%	-2.7%
\$ 5.08	\$ 1.08	27.0%	2.7%	\$ 2.92	\$ (1.08)	-27.0%	-2.7%
\$ 5.09	\$ 1.09	27.2%	2.7%	\$ 2.91	\$ (1.09)	-27.2%	-2.7%
\$ 5.10	\$ 1.10	27.5%	2.7%	\$ 2.90	\$ (1.10)	-27.5%	-2.7%
\$ 5.11	\$ 1.11	27.7%	2.8%	\$ 2.89	\$ (1.11)	-27.7%	-2.8%
\$ 5.12	\$ 1.12	28.0%	2.8%	\$ 2.88	\$ (1.12)	-28.0%	-2.8%
\$ 5.13	\$ 1.13	28.2%	2.8%	\$ 2.87	\$ (1.13)	-28.2%	-2.8%
\$ 5.14	\$ 1.14	28.5%	2.8%	\$ 2.86	\$ (1.14)	-28.5%	-2.8%
\$ 5.15	\$ 1.15	28.7%	2.9%	\$ 2.85	\$ (1.15)	-28.7%	-2.9%
\$ 5.16	\$ 1.16	29.0%	2.9%	\$ 2.84	\$ (1.16)	-29.0%	-2.9%
\$ 5.17	\$ 1.17	29.2%	2.9%	\$ 2.83	\$ (1.17)	-29.2%	-2.9%
\$ 5.18	\$ 1.18	29.5%	2.9%	\$ 2.82	\$ (1.18)	-29.5%	-2.9%
\$ 5.19	\$ 1.19	29.7%	3.0%	\$ 2.81	\$ (1.19)	-29.7%	-3.0%
\$ 5.20	\$ 1.20	30.0%	3.0%	\$ 2.80	\$ (1.20)	-30.0%	-3.0%
\$ 5.21	\$ 1.21	30.2%	3.0%	\$ 2.79	\$ (1.21)	-30.2%	-3.0%
\$ 5.22	\$ 1.22	30.5%	3.0%	\$ 2.78	\$ (1.22)	-30.5%	-3.0%
\$ 5.23	\$ 1.23	30.7%	3.1%	\$ 2.77	\$ (1.23)	-30.7%	-3.1%
\$ 5.24	\$ 1.24	31.0%	3.1%	\$ 2.76	\$ (1.24)	-31.0%	-3.1%
\$ 5.25	\$ 1.25	31.2%	3.1%	\$ 2.75	\$ (1.25)	-31.2%	-3.1%
\$ 5.26	\$ 1.26	31.5%	3.1%	\$ 2.74	\$ (1.26)	-31.5%	-3.1%
\$ 5.27	\$ 1.27	31.7%	3.2%	\$ 2.73	\$ (1.27)	-31.7%	-3.2%
\$ 5.28	\$ 1.28	32.0%	3.2%	\$ 2.72	\$ (1.28)	-32.0%	-3.2%
\$ 5.29	\$ 1.29	32.2%	3.2%	\$ 2.71	\$ (1.29)	-32.2%	-3.2%
\$ 5.30	\$ 1.30	32.5%	3.2%	\$ 2.70	\$ (1.30)	-32.5%	-3.2%

**ATTACHMENT III**  
**Effective October 1, 2012**  
**City of Mansfield**  
**Solid Waste Services**

Benchmark Price per Gallon for Fuel      \$      4.00

Fuel Cost as Percent of Revenue                      10%

A Fuel Surcharge shall be applied annually to the Base Contract Commercial Rates, which shall be in addition to to the annual CPI Adjustment or Regulatory Rate adjustment as defined under Section 4, Subsections D & F. The average price per gallon for diesel fuel for the previous twelve month period prior to August 15, as published by the Department of Energy for the Gulf Coast Region shall be the basis for calculating the Fuel Surcharge percentage for the upcoming contract year. The following schedule shall be used in determining the percentage increase or decrease that will applied to the Base Commercial Rates for the upcoming year, when combined with Base Commercial Rates shall constitute the Effective Commercial Rates for the upcoming contract year.

Department of Energy Web site:      <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

\$ 5.31	\$ 1.31	32.7%	3.3%	\$ 2.69	\$ (1.31)	-32.7%	-3.3%
\$ 5.32	\$ 1.32	33.0%	3.3%	\$ 2.68	\$ (1.32)	-33.0%	-3.3%
\$ 5.33	\$ 1.33	33.2%	3.3%	\$ 2.67	\$ (1.33)	-33.2%	-3.3%
\$ 5.34	\$ 1.34	33.5%	3.3%	\$ 2.66	\$ (1.34)	-33.5%	-3.3%
\$ 5.35	\$ 1.35	33.7%	3.4%	\$ 2.65	\$ (1.35)	-33.7%	-3.4%
\$ 5.36	\$ 1.36	34.0%	3.4%	\$ 2.64	\$ (1.36)	-34.0%	-3.4%
\$ 5.37	\$ 1.37	34.2%	3.4%	\$ 2.63	\$ (1.37)	-34.2%	-3.4%
\$ 5.38	\$ 1.38	34.5%	3.4%	\$ 2.62	\$ (1.38)	-34.5%	-3.4%
<b>\$ 5.39</b>	<b>\$ 1.39</b>	<b>34.7%</b>	<b>3.5%</b>	<b>\$ 2.61</b>	<b>\$ (1.39)</b>	<b>-34.7%</b>	<b>-3.5%</b>
\$ 5.40	\$ 1.40	35.0%	3.5%	\$ 2.60	\$ (1.40)	-35.0%	-3.5%
\$ 5.41	\$ 1.41	35.2%	3.5%	\$ 2.59	\$ (1.41)	-35.2%	-3.5%
\$ 5.42	\$ 1.42	35.5%	3.5%	\$ 2.58	\$ (1.42)	-35.5%	-3.5%
\$ 5.43	\$ 1.43	35.7%	3.6%	\$ 2.57	\$ (1.43)	-35.7%	-3.6%
\$ 5.44	\$ 1.44	36.0%	3.6%	\$ 2.56	\$ (1.44)	-36.0%	-3.6%
\$ 5.45	\$ 1.45	36.2%	3.6%	\$ 2.55	\$ (1.45)	-36.2%	-3.6%
\$ 5.46	\$ 1.46	36.5%	3.6%	\$ 2.54	\$ (1.46)	-36.5%	-3.6%
\$ 5.47	\$ 1.47	36.7%	3.7%	\$ 2.53	\$ (1.47)	-36.7%	-3.7%
\$ 5.48	\$ 1.48	37.0%	3.7%	\$ 2.52	\$ (1.48)	-37.0%	-3.7%
\$ 5.49	\$ 1.49	37.2%	3.7%	\$ 2.51	\$ (1.49)	-37.2%	-3.7%
\$ 5.50	\$ 1.50	37.5%	3.7%	\$ 2.50	\$ (1.50)	-37.5%	-3.7%
\$ 5.51	\$ 1.51	37.7%	3.8%	\$ 2.49	\$ (1.51)	-37.7%	-3.8%
\$ 5.52	\$ 1.52	38.0%	3.8%	\$ 2.48	\$ (1.52)	-38.0%	-3.8%
\$ 5.53	\$ 1.53	38.2%	3.8%	\$ 2.47	\$ (1.53)	-38.2%	-3.8%
\$ 5.54	\$ 1.54	38.5%	3.8%	\$ 2.46	\$ (1.54)	-38.5%	-3.8%
\$ 5.55	\$ 1.55	38.7%	3.9%	\$ 2.45	\$ (1.55)	-38.7%	-3.9%
\$ 5.56	\$ 1.56	39.0%	3.9%	\$ 2.44	\$ (1.56)	-39.0%	-3.9%
\$ 5.57	\$ 1.57	39.2%	3.9%	\$ 2.43	\$ (1.57)	-39.2%	-3.9%
\$ 5.58	\$ 1.58	39.5%	3.9%	\$ 2.42	\$ (1.58)	-39.5%	-3.9%
\$ 5.59	\$ 1.59	39.7%	4.0%	\$ 2.41	\$ (1.59)	-39.7%	-4.0%
\$ 5.60	\$ 1.60	40.0%	4.0%	\$ 2.40	\$ (1.60)	-40.0%	-4.0%
\$ 5.61	\$ 1.61	40.2%	4.0%	\$ 2.39	\$ (1.61)	-40.2%	-4.0%
\$ 5.62	\$ 1.62	40.5%	4.0%	\$ 2.38	\$ (1.62)	-40.5%	-4.0%
\$ 5.63	\$ 1.63	40.7%	4.1%	\$ 2.37	\$ (1.63)	-40.7%	-4.1%
\$ 5.64	\$ 1.64	41.0%	4.1%	\$ 2.36	\$ (1.64)	-41.0%	-4.1%
\$ 5.65	\$ 1.65	41.2%	4.1%	\$ 2.35	\$ (1.65)	-41.2%	-4.1%
\$ 5.66	\$ 1.66	41.5%	4.1%	\$ 2.34	\$ (1.66)	-41.5%	-4.1%
\$ 5.67	\$ 1.67	41.7%	4.2%	\$ 2.33	\$ (1.67)	-41.7%	-4.2%
\$ 5.68	\$ 1.68	42.0%	4.2%	\$ 2.32	\$ (1.68)	-42.0%	-4.2%
\$ 5.69	\$ 1.69	42.2%	4.2%	\$ 2.31	\$ (1.69)	-42.2%	-4.2%
\$ 5.70	\$ 1.70	42.5%	4.2%	\$ 2.30	\$ (1.70)	-42.5%	-4.2%
\$ 5.71	\$ 1.71	42.7%	4.3%	\$ 2.29	\$ (1.71)	-42.7%	-4.3%
\$ 5.72	\$ 1.72	43.0%	4.3%	\$ 2.28	\$ (1.72)	-43.0%	-4.3%
\$ 5.73	\$ 1.73	43.2%	4.3%	\$ 2.27	\$ (1.73)	-43.2%	-4.3%
\$ 5.74	\$ 1.74	43.5%	4.3%	\$ 2.26	\$ (1.74)	-43.5%	-4.3%
\$ 5.75	\$ 1.75	43.7%	4.4%	\$ 2.25	\$ (1.75)	-43.7%	-4.4%

**ATTACHMENT III**  
**Effective October 1, 2012**  
**City of Mansfield**  
**Solid Waste Services**

Benchmark Price per Gallon for Fuel      \$      4.00

Fuel Cost as Percent of Revenue                      10%

A Fuel Surcharge shall be applied annually to the Base Contract Commercial Rates, which shall be in addition to to the annual CPI Adjustment or Regulatory Rate adjustment as defined under Section 4, Subsections D & F. The average price per gallon for diesel fuel for the previous twelve month period prior to August 15, as published by the Department of Energy for the Gulf Coast Region shall be the basis for calculating the Fuel Surcharge percentage for the upcoming contract year. The following schedule shall be used in determining the percentage increase or decrease that will applied to the Base Commercial Rates for the upcoming year, when combined with Base Commercial Rates shall constitute the Effective Commercial Rates for the upcoming contract year.

Department of Energy Web site:      <http://tonlo.eia.doe.gov/oog/info/wohdp/diesel.asp>

\$ 5.76	\$ 1.76	44.0%	4.4%	\$ 2.24	\$ (1.76)	-44.0%	-4.4%
\$ 5.77	\$ 1.77	44.2%	4.4%	\$ 2.23	\$ (1.77)	-44.2%	-4.4%
\$ 5.78	\$ 1.78	44.5%	4.4%	\$ 2.22	\$ (1.78)	-44.5%	-4.4%
\$ 5.79	\$ 1.79	44.7%	4.5%	\$ 2.21	\$ (1.79)	-44.7%	-4.5%
\$ 5.80	\$ 1.80	45.0%	4.5%	\$ 2.20	\$ (1.80)	-45.0%	-4.5%
\$ 5.81	\$ 1.81	45.2%	4.5%	\$ 2.19	\$ (1.81)	-45.2%	-4.5%
\$ 5.82	\$ 1.82	45.5%	4.5%	\$ 2.18	\$ (1.82)	-45.5%	-4.5%
\$ 5.83	\$ 1.83	45.7%	4.6%	\$ 2.17	\$ (1.83)	-45.7%	-4.6%
\$ 5.84	\$ 1.84	46.0%	4.6%	\$ 2.16	\$ (1.84)	-46.0%	-4.6%
\$ 5.85	\$ 1.85	46.2%	4.6%	\$ 2.15	\$ (1.85)	-46.2%	-4.6%
\$ 5.86	\$ 1.86	46.5%	4.6%	\$ 2.14	\$ (1.86)	-46.5%	-4.6%
\$ 5.87	\$ 1.87	46.7%	4.7%	\$ 2.13	\$ (1.87)	-46.7%	-4.7%
\$ 5.88	\$ 1.88	47.0%	4.7%	\$ 2.12	\$ (1.88)	-47.0%	-4.7%
\$ 5.89	\$ 1.89	47.2%	4.7%	\$ 2.11	\$ (1.89)	-47.2%	-4.7%
\$ 5.90	\$ 1.90	47.5%	4.7%	\$ 2.10	\$ (1.90)	-47.5%	-4.7%
\$ 5.91	\$ 1.91	47.7%	4.8%	\$ 2.09	\$ (1.91)	-47.7%	-4.8%
\$ 5.92	\$ 1.92	48.0%	4.8%	\$ 2.08	\$ (1.92)	-48.0%	-4.8%
\$ 5.93	\$ 1.93	48.2%	4.8%	\$ 2.07	\$ (1.93)	-48.2%	-4.8%
\$ 5.94	\$ 1.94	48.5%	4.8%	\$ 2.06	\$ (1.94)	-48.5%	-4.8%
\$ 5.95	\$ 1.95	48.7%	4.9%	\$ 2.05	\$ (1.95)	-48.7%	-4.9%
\$ 5.96	\$ 1.96	49.0%	4.9%	\$ 2.04	\$ (1.96)	-49.0%	-4.9%
\$ 5.97	\$ 1.97	49.2%	4.9%	\$ 2.03	\$ (1.97)	-49.2%	-4.9%
\$ 5.98	\$ 1.98	49.5%	4.9%	\$ 2.02	\$ (1.98)	-49.5%	-4.9%
\$ 5.99	\$ 1.99	49.7%	5.0%	\$ 2.01	\$ (1.99)	-49.7%	-5.0%
\$ 6.00	\$ 2.00	50.0%	5.0%	\$ 2.00	\$ (2.00)	-50.0%	-5.0%

**ATTACHMENT IV - Example Fuel Surcharge Calculation**  
 Effective October 1, 2012  
 City of Mansfield  
 Solid Waste Services

**Example Only**

<b>2012 commercial rate adjustment example</b>		
Base Contract Commercial Rate On June 1, 2012	\$ 97.03	6 Yd 1x per week
CPI on Oct 1, 2012	3.0%	3.0% Effective CPI at 90%
New Base Contract Commercial Rate	\$ 99.94	
Fuel Surcharge %	1.0%	4.40 Avg PPG 08-15-11 - 08-15-12
New Effective Commercial Rate	\$ 100.94	Effective Rate on October 1, 2012
<b>2013 commercial rate adjustment example</b>		
Base Contract Commercial Rate On September 30, 2013	\$ 99.94	6 Yd 1x per week
CPI on Oct 1, 2013	3.5%	3.5% Effective CPI at 90%
New Base Contract Commercial Rate	\$ 103.44	
Fuel Surcharge %	-1.0%	\$3.60 Avg PPG 08-15-12 - 08-15-13
New Effective Commercial Rate	\$ 102.40	Effective Rate on October 1, 2013
<b>2014 commercial rate adjustment example</b>		
Base Contract Commercial Rate On September 30, 2014	\$ 103.44	6 Yd 1x per week
CPI on Oct 1, 2014	3.0%	3.0% Effective CPI at 90%
New Base Contract Commercial Rate	\$ 106.54	
Fuel Surcharge %	0.5%	\$4.20 Avg PPG 08-15-13 - 08-15-14
New Effective Commercial Rate	\$ 107.07	Effective Rate on October 1, 2014

## Attachment V

### CART SPECIFICATIONS

#### Universal Container for Recycling Collection

The container shall be designed for the collection of recycling materials. The container shall meet ANSI Z245.30-2006 specifications. The container must be manufactured under strict ISO 9001 Certification guidelines.

The Container shall be designed to dump into standard rear load garbage truck, manual side loader, front load garbage truck, fully automated refuse vehicle, or a recycling vehicle meeting ANSI approved lifters.

The body and the lid of the container shall be formed from the same molding process using first quality high-density polyethylene, HDPE.

Material must be **UV stabilized** for maximum protection. No less than .5% (one half of one percent) Tinuvin\Chimassorb 783 or the approved equivalent.

Capacity: volume shall be a minimum 64 or 95 US liquid level, body only, +/- 1%.

Load rating: 95 gallon -335 lbs. 65 gallon - 220 lbs.

Wall of the body shall have a thickness with a minimum of nominal 0.161 inch.

Bottom - molded reinforced bottom for protection from excessive wear.

Lid shall not be flat and shall overlap the body; shall open to a minimum 270 degrees. Lid shall be integrally attached to body by a rustproof fastener system. It shall be designed to prevent rainwater and rodents from entering the container. Lid shall have minimum nominal 0.125 inch thickness. Lid shall include mold in graphics detailing materials to be collected. The lid shall be designed to enable the free and complete flow of refuse from the container during the dumping cycle.

Each container shall be fitted with a minimum 3/4" diameter, cold-rolled, galvanized steel axle which shall be mounted in the cart body through yokes molded into the cart body and providing permanently lubricated bearing surfaces.

Each container shall be equipped with two (2) plastic molded/snap-on wheels, rated for 200 lbs. load per wheel. Wheel diameter shall be a minimum of ten (10") inches.

The containers, when empty, shall be stable and not blown over in winds from any direction up to forty (40) mph.

The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

The container body and lids shall be manufactured from materials that may be recycled at the end of the useful life.

Carts shall have a minimum ten (10) year warranty.