

HONDO

THIS IS GOD'S COUNTRY

REGULAR CITY COUNCIL MEETING

January 26, 2026 at 6:00 PM

City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held January 26, 2026 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>
Persons may submit questions or comments for items on the agenda by email to: jschneider@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

The following items will be discussed, to-wit:

1. **CALL TO ORDER.**
2. **QUORUM CHECK.**
3. **INVOCATION.**
4. **PLEDGE OF ALLEGIANCE.**
5. **CITIZENS'/PUBLIC COMMENTS**
Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.

PRESENTATIONS

6. **EMPLOYEE AWARDS (MICHELE THACKER, HR MANAGER)**

CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

- 7. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE MEDINA COUNTY SHERIFF’S OFFICE, AS REQUIRED BY TEXAS GOVERNMENT CODE § 772.013 (H.B. 33), AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

OTHER BUSINESS

- 8. **CONSIDERATION AND POSSIBLE ACTION ON A SPECIFIC USE PERMIT REQUEST BY AMIR KHURSHID, REPRESENTATIVE OF HOWDY SMOKE & VAPE SHOP, (“APPLICANT”) TO ALLOW OPERATION OF A SMOKE AND VAPE SHOP ON A 0.5886-ACRE TRACT OF LAND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HONDO, MEDINA COUNTY, TEXAS, BEING LOTS 6–8, BLOCK 14, WEST END SUBDIVISION, COMMONLY KNOWN AS 2101 19TH STREET, AND IDENTIFIED AS MEDINA COUNTY APPRAISAL DISTRICT PARCEL NO. 17970.**

- A. OPEN PUBLIC HEARING.
- B. STAFF PRESENTATION.
- C. OWNER/APPLICANT PRESENTATION.
- D. PUBLIC COMMENTS. (LIMITED TO 3 MINUTES PER PERSON)
- E. ADJOURN PUBLIC HEARING.
- F. DISCUSS AND CONSIDER ACTION ON A SPECIFIC USE PERMIT REQUEST FROM AMIR KHURSHID, REPRESENTATIVE OF HOWDY SMOKE & VAPE SHOP (APPLICANT) FOR A SMOKE AND VAPE SHOP.

- 9. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE A SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT AND MUNICIPAL FRANCHISE AGREEMENT BETWEEN THE CITY OF HONDO AND SOUTH TEXAS REFUSE DISPOSAL, INC., REPLACING AND SUPERSEDING THE CITY’S EXISTING SOLID WASTE SERVICES AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

- 10. **ADJOURN.**

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on January 20, 2026 @ 5:00 p.m.

ATTEST:


 Julie Schneider
 City Secretary



The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

[IGNORE_INDENT]



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City Council Communication

Title: EMPLOYEE AWARDS (MICHELE THACKER, HR MANAGER)

Date: January 26, 2026 **From:** Michele Thacker, Human Resources Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



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City Council Communication

Title: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE MEDINA COUNTY SHERIFF'S OFFICE, AS REQUIRED BY TEXAS GOVERNMENT CODE § 772.013 (H.B. 33), AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

Date: January 26, 2026 **From:** Justin Soza

INFORMATION:

House Bill (H.B.) 33 of the 89th Texas Regular Legislative Session, codified into Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities in the County in a vertically integrated manner. This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in the County.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Authorize the Chief of Police to execute the Mutual Aid Agreement with the Texas Department of Public Safety in accordance with Texas Government Code Section 772.013

MOTION:

I make a motion to authorize the Chief of Police to enter into a Mutual Aid Agreement with the Texas Department of Public Safety for the purpose of complex emergency response and investigation planning, in accordance with Texas Government Code Section 772.013.

ATTACHMENTS:

1. Mutual_Agreement_for_Complex_ER_Response_and_(1)

STAFF CONTACTS:

Chief Soza

MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING

I. PARTIES

This Mutual Aid Agreement (Agreement) is between the Department of Public Safety (DPS), the Medina County (Sheriff's Office), and the All First Responder Agencies (____) for Complex Emergency Response and Investigation Planning related to active attack incidents at primary and secondary school facilities in Medina County (County).

II. DEFINITIONS

- A. For purposes of this Agreement, governmental entities that employ first responders include the following:
1. A peace officer described by Texas Code of Criminal Procedure Article 2A.001;
 2. An individual included as a fire protection personnel in Texas Government Code Section 419.021; and
 3. An individual included as emergency medical services personnel in Health and Safety Code Section 773.003.

III. BACKGROUND AND PURPOSE

House Bill (H.B.) 33 of the 89th Texas Regular Legislative Session, codified into Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities in the County in a vertically integrated manner.

This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in the County.

IV. STATEMENT OF DUTIES TO BE PERFORMED

A. DPS RESPONSIBILITIES

1. Consult with the County Sheriff's Office to determine which governmental entities employing first responders are reasonably likely to respond to an active attack incident at the primary and secondary school facilities in the County.
2. Invite any appropriate federal agencies, as determined by DPS, to participate in the multiagency tabletop exercises and in-person drills.
3. Invite any appropriate federal agencies, as determined by DPS, to enter into this Agreement as a Party.

B. COUNTY SHERIFF’S OFFICE RESPONSIBILITIES

Provide input to DPS on all the local governmental entities employing first responders that are reasonably likely, in the Sheriff’s opinion, to respond to an active attack incident at the primary and secondary school facilities in the County. If the County has more than one school district, the County shall identify, as needed, the different governmental entities likely to respond to the different districts in the County.

C. MUTUAL RESPONSIBILITIES

DPS, the County Sheriff’s Office and the signatories to this MOU understand and agree to the following:

1. To participate in a multiagency tabletop exercise at least once each odd-numbered year. The parties will collaboratively determine how often the tabletop exercise will be conducted in each odd-numbered year and the date(s) of the exercise.
2. To participate in an in-person drill at least once each even-numbered year. The parties will collaboratively determine how often the in-person drill will be conducted in each even-numbered year and the date(s) of the exercise.
3. To collaboratively establish procedures in a separate working protocols agreement, incorporated by this reference as an exhibit to this Agreement, for the provision of resources, personnel, facilities, equipment, and supplies in responses to critical active attack incidents at primary and secondary school facilities in the County in a vertically integrated fashion. DPS and the County will determine if more than one working protocols agreement is required if the County has more than one school district.
4. When establishing the procedures, DPS and local law enforcement agencies will:
 - a. give priority to establishing the interoperability of communications equipment among the parties to this Agreement;
 - b. establish procedures for interagency coordination in activities arising from critical active attack incidents, including evidence collection;
 - c. set jurisdictional boundaries; and
 - d. determine the capabilities, processes, and expectations among the parties to this Agreement.

V. TERM OF CONTRACT AND AMENDMENTS

This Agreement is effective on the date of the last party to sign. The parties will review the Agreement each year from the date of execution to determine if any amendments need to be made. This Agreement may only be amended by mutual written agreement of the parties.

VI. NO LIABILITY; NO APPARENT AGENCY AUTHORITY

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement.

The parties agree that they shall have no liability for the actions or omissions of the other parties and are solely responsible for their own actions or omissions; however, only to the extent required by Texas law.

The parties do not have authority for or on behalf of the other parties except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS: TBD; name, title, address, email address, phone, fax

If to County Sheriff’s Office: TBD; name, title, address, email address, phone, fax

If to Local Governmental Entity: TBD; name, title, address, email address, phone, fax

If to Federal Agency: TBD; name, title, address, email address, phone, fax

The undersigned signatories have full authority to enter into this Agreement on behalf of the respective Parties.

Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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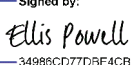
Signature	Printed Name	Title/Agency	Date
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<small>Signed by:</small> 	Martin Chavez	Natalia Police Chief	01/02/2026
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Signature	Printed Name	Title/Agency	Date
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James Kohler

Signature	Printed Name	Title/Agency	Date
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<small>Signed by:</small> 	Ellis Powell	Chief/ MVIDS-PD	01/05/2026
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Signature	Printed Name	Title/Agency	Date
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<small>Signed by:</small> 	Debra Lankford	Chief Investigator/District Attorney	01/05/2026
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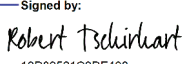
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Signature	Printed Name	Title/Agency	Date
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<small>Signed by:</small> 	Robert Tschirhart	Constable Pct 1	01/12/2026
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Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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Signature	Printed Name	Title/Agency	Date
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Vincent Luciano

Signature	Printed Name	Title/Agency	Date
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City Council Communication

Title:

CONSIDERATION AND POSSIBLE ACTION ON A SPECIFIC USE PERMIT REQUEST BY AMIR KHURSHID, REPRESENTATIVE OF HOWDY SMOKE & VAPE SHOP, (“APPLICANT”) TO ALLOW OPERATION OF A SMOKE AND VAPE SHOP ON A 0.5886-ACRE TRACT OF LAND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HONDO, MEDINA COUNTY, TEXAS, BEING LOTS 6–8, BLOCK 14, WEST END SUBDIVISION, COMMONLY KNOWN AS 2101 19TH STREET, AND IDENTIFIED AS MEDINA COUNTY APPRAISAL DISTRICT PARCEL NO. 17970.

- A. OPEN PUBLIC HEARING.
- B. STAFF PRESENTATION.
- C. OWNER/APPLICANT PRESENTATION.
- D. PUBLIC COMMENTS. (LIMITED TO 3 MINUTES PER PERSON)
- E. ADJOURN PUBLIC HEARING.
- F. DISCUSS AND CONSIDER ACTION ON A SPECIFIC USE PERMIT REQUEST FROM AMIR KHURSHID, REPRESENTATIVE OF HOWDY SMOKE & VAPE SHOP (APPLICANT) FOR A SMOKE AND VAPE SHOP.

Date: January 26, 2026 **From:**

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:



THIS IS GOD'S COUNTRY

City Council Communication

Title: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT AND MUNICIPAL FRANCHISE AGREEMENT BETWEEN THE CITY OF HONDO AND SOUTH TEXAS REFUSE DISPOSAL, INC., REPLACING AND SUPERSEDING THE CITY'S EXISTING SOLID WASTE SERVICES AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

Date: January 26, 2026 ***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. STRD JAN 2026-2033

STAFF CONTACTS:

STATE OF TEXAS

§

COUNTY OF MEDINA

§

§

**SOLID WASTE COLLECTION AND DISPOSAL
SERVICES CONTRACT & MUNICIPAL FRANCHISE CONTRACT**

This Solid Waste Collection and Disposal Services Contract and Municipal Franchise Agreement (the "Contract") is made by and between the City of Hondo, Texas (the "City") and South Texas Refuse Disposal, Inc. (the "Contractor"), sometimes collectively referred to as the Parties, acting by and through their respective authorized officers.

RECITALS

WHEREAS, the City Council of the City of Hondo ("City Council") has determined that it would be in the best interest of the citizens and businesses of the City and would promote the health, safety, and general welfare of the inhabitants of said City to execute a Contract with South Texas Refuse Disposal, Inc. to provide for the collection, removal, and disposal of solid waste in the City; and

WHEREAS, the City Council of the City of Hondo has determined that this Contract is necessary to preserve and protect the public health of the citizens of the City.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

**I.
TERM**

1.1 The annual term of this contract runs from February 1, 2026, through September 30, 2033. This contract shall automatically be renewed for an additional one-year term unless either party shall give the other party written notice of termination at least 120 days prior to the end of the then current contract year. If and when the CITY gives notice of termination, this contract shall continue for an additional four (4) year period, unless this contract is terminated for some other cause as herein provided.

1.2 The Schedule of Rates, attached hereto as "Exhibit A" and referenced hereafter, shall not be amended or subject to Consumer Price Index adjustments for a period of twelve (12) months from the effective date of this Contract. Thereafter, the Schedule of Rates shall be subject to such adjustments referenced within Section Thirteen (XIII) of this Contract.

II.
GRANT OF AUTHORITY

There is hereby granted by the City to the Contractor an exclusive right and privilege to operate and maintain within the corporate limits of the City, a municipal franchise for the collection, removal, and disposal of solid waste within size limitations specified hereafter in the Contract.

III.
COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall, at all times during the terms of this Contract, be subject to all such reasonable regulations as the City may hereafter prescribe. In addition, Contractor shall observe all State and Federal laws, rules, and regulations relevant to the collection, removal, and disposal of solid waste.

IV.
DEFINITIONS

The following definitions shall apply with respect to this Contract:

- a. Bag: Plastic sack with sufficient strength to maintain physical integrity when lifted by the top of the bag and designed to transport solid waste. Total weight of a bag shall not exceed thirty-five pounds (35 lbs.) when filled.
- b. Brush Items: Solid waste comprised of undergrowth, small trees, and shrubs personally cut/ trimmed by the owner of the same parcel and placed curbside for regularly-scheduled brush item pickup. Brush items cut / trimmed by a commercial or private contractor shall be removed from the parcel by the commercial or private contractor and will not be picked up by the solid waste Contractor during brush item pickup.
- c. Bulky Items and White Goods: Solid waste comprised of large household items, including, but not limited to, stoves, refrigerators, water tanks, washing machines, discarded bathroom fixtures, furniture, mattresses, television sets, and other household items that cannot be handled by normal solid waste processing, collection, or disposal methods. **The terms do not include** construction or remodeling debris in excess of fifty pounds (50 lbs.), plant materials, rocks, dirt, dead animals, brush items, hazardous, special, or infectious wastes, tires, car batteries, or stable matter.
- d. Bundle: Plant trimmings and newspaper and magazine stacks securely tied together forming an easily handled package not exceeding four feet (4') in length and weighing no more than thirty-five pounds (35 lbs.) per bundle.

- e. Commercial: A third-party entity which is of, connected with, or engaged in commerce and in the business of or contracted to perform services for or sell goods to a separate and distinct individual or business.
- f. Commercial and Industrial Units: A commercial or industrial structure or parcel being used for commercial purposes within the corporate limits of the City. A commercial or industrial unit shall be deemed to be occupied and requiring solid waste collection and disposal services when the unit or occupant is engaging in commercial activity and domestic water or electric services are being supplied thereto.
- g. Commercial Container: A ninety-six (96) gallon plastic receptacle or metal container with a capacity of two (2), three (3), four (4), six (6), or eight (8) cubic yards designed for use by commercial and industrial units that is to be lifted and emptied mechanically for use by commercial and industrial units. A roll-off container is considered a commercial container that is loaded onto a winch truck and not exceeding forty (40) cubic yards in volume. Although primarily used by commercial and industrial units, a roll-off container may be used by a residential unit, as well, to enable the removal of construction debris, brush, et cetera.
- h. Commercial Hand-Load Customer: A hand-load service provided to less intensive commercial and industrial units or customers that consists of the same curbside services supplied to residential units by the Contractor.
- i. Construction and Remodeling Debris: Waste building materials, including, but not limited to, rocks, fencing, concrete or cinder blocks, bricks, and lumber resulting from construction, remodeling, repair, or demolition operations.
- j. Container: A receptacle with a capacity of greater than twenty gallons (20 gal.) but less than thirty-five gallons (35 gal.) constructed of plastic, metal, or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the container, including its contents, shall not exceed thirty-five pounds (35 lbs.).
- k. Curbside: That portion of the public right-of-way adjacent to paved or traveled municipal roadways, with or without curbing, and extending to the front property line.
- l. Dead Animals: An animal, or portion thereof, that has expired from any cause.
- m. Disposal Site: A solid waste depository, including, but not limited to, a sanitary landfill, transfer station, incinerator, and waste processing / separation center licensed, permitted, and approved by all governmental bodies and agencies having jurisdiction to receive, for processing or final disposal, solid waste.

- n. Garbage: Every accumulation of waste (animal, vegetable, and/ or other matter) that results from packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but not limited to, used tins, cans, and other food containers and all putrescible or easily decomposable waste and animal or vegetable matter which is likely to attract flies or rodents.
- o. Hazardous Waste: Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 or appropriate agency of the State, to be "hazardous" or toxic and requiring special handling or special disposal treatment, as defined by or pursuant to Federal or State Law. Only benign volumes of hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this Contract.
- p. Infectious Waste: Hazardous waste with infectious characteristics, including, but not limited to, contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps / needles.
- q. Out-Of-Cycle Service: Brush item, bulky item, and white good collection and disposal services requested by a residential, commercial, or industrial unit and collected by the Contractor out of the ordinary schedule and within five (5) business days of payment by the unit to the Contractor.
- r. Producer: An occupant of a residential, commercial, or industrial unit that generates solid waste.
- s. Recyclable Material: The following constitutes recyclable materials within the City:
 - 1. Paper: Goods made of paper, such as circulars, catalogs, carbonless paper, dry goods packaging without liners, envelopes, file folders, flattened cardboard, junk mail, magazines, newspapers, office paper, paperback books, paper bags, paper towel / toilet paper cores, and non-metallic gift wrap. Phone books and wet or yellowed paper are not included in the definition of paper goods.
 - ii. Glass Bottles and Jars: Beverage bottles, food and condiment bottles, and jars made of glass with lids removed and bottles and jars rinsed clean. Mirrors, windows, ceramics, or other glass or glazed materials are not included in the definition of glass bottles and jars.
 - iii. Metal Cans: Aluminum, steel, and tin beverage and food cans rinsed clean, rinsed baking tins, and empty aerosol cans with nozzles removed.

- 1v. **Plastics:** Goods made of plastic and labeled No. 1 thru No. 7 with all lids removed and bottles rinsed. Examples include beverage bottles, shampoo and lotion bottles, meat trays, condiment bottles, prescription and medicine bottles with labels removed, and bundled plastic grocery bags.

During the term of this Contract, the City reserves the right to add or delete items approved for recycling.

- t. **Recycling Container:** A container made of rigid plastic and having a minimum capacity of eighteen-gallons (18 gal.) that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed thirty-five (35) pounds when full.
- u. **Refuse:** Cans, bottles, rags, dry wastes, paper, kitchen and household wastes, food containers, lawn trimmings, leaves, and other materials typically generated by a residential, commercial, or industrial unit.
- v. **Residential Refuse Toter -** A container made of rigid plastic and having a maximum capacity of not more than ninety-six (96) gallons that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed seventy-five (75) pounds when full. The toters furnished by the contractor hereunder shall remain the property of the contractor, and the customer will have no interest in carts. The carts shall remain at the location of the residential unit where delivered by contractor. The customer shall be responsible for all loss or damage to totters, except for normal wear and tear or for loss or damage resulting from the contractors handling of equipment. Any cart removed from a resident shall be deemed lost and contractor shall be entitled to compensation by the city therefore. The customer shall not overload (by weight or volume) a totter and shall use the totter only for its proper and intended purpose. Additional carts are available for residential customers at an additional charge to be paid by customer.
- w. **Residential Unit:** A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than two family. A residential unit shall be deemed occupied when domestic water or electric services are being supplied thereto, with the exception that an unoccupied home placed on the market for sale shall not be deemed occupied. A condominium or townhome dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit; however, each single-family dwelling within any such residential unit shall be provided a container and separately billed a pro rata share of the standard residential unit fee located on the Schedule of Rates approved by the City.

- x. Residential Unit Solid Waste: Residential unit solid waste shall be considered, for purposes of this Contract, a collective term comprised of garbage, refuse, stable matter, rubbish, and dead animals. Additionally, commercial hand-load customers shall be considered a part of residential unit solid waste service defined in this Contract.
- y. Roll-Off Containers: See "commercial container".
- z. Rubbish: All other waste materials not included in the-definitions of bulky items, white goods, construction and remodeling debris, dead animals, garbage, hazardous waste, refuse, brush items, or stable matter. Rubbish excludes tires and car batteries.
- aa. Solid Waste: Solid waste shall be considered, for purposes of this Contract, a collective term comprised of garbage, brush items, bulky items, refuse, construction and remodeling debris, stable matter, rubbish, white goods, and dead animals.
- bb. Special Waste: Solid waste that poses particular management and / or disposal problems and requires special care, such as used oil, tires, end-of-life vehicles, batteries, and some electronic goods.
- cc. Stable Matter: All manure and other fecal waste matter and stable bedding normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- dd. TCE Texas Commission on Environmental Quality.
- ee. Units: Unless explicitly specified differently in the Contract, the term shall collectively include residential, commercial, and industrial units; occupants; or users.
- ff. Unusual Accumulations: As to Residential units, any waste placed curbside for collection in excess of the volumes permitted by this agreement and as to commercial or industrial units, any waste located outside the dumpster, roll-off box or compactor regularly used for such collection service.

**V.
PARTICIPATION IN SERVICE**

Except as provided for elsewhere in this Contract, each residential, commercial, or industrial unit shall utilize the solid waste disposal services provided by the Contractor. Failure to utilize such disposal services does not negate the charges for the services, nor does it relieve the unit of the responsibility to pay said charges. Units producing a volume of construction debris which requires a City Permit, shall utilize the disposal services provided by the Contractor.

**VI.
INDEMNIFICATION AND LIABILITY**

6.1 THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SERVANTS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF THE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHEN SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND / OR SUITS ARISE IN PART FROM THE NEGLIGENCE OF THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE CONTRACTOR KNOWN TO THE CONTRACTOR RELATED TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND

ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT OR PARAGRAPH.

6.2 IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE; PROVIDED HOWEVER THAT SUCH INDEMNITY SHALL NOT APPLY WHERE THE LIABILITY IS THE RESULT OF THE CITY'S WILFUL, INTENTIONAL, OR GROSSLY NEGLIGENT CONDUCT. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN COST AND EXPENSE ON BEHALF OF AND IN THE NAME OF THE CITY, ANY CLAIMS OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

6.3 CONTRACTOR ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND INDUSTRY STANDARDS.

**VII.
INSURANCE AND LETTER OF CREDIT**

7.1 The Contractor shall, at all times during the Contract term, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damage insurances, as provided for herein. All insurances shall be made by insurers and for policy limits acceptable to the City and before the commencement of work hereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurances have been procured and in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in full force for the contract term. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder."

7.2 For the purpose of the Contract, the Contractor or its parent corporation shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation Employer's Liability	Statutory Amount \$1,000,000.00 each occurrence
Commercial General Liability	
Bodily Injury Liability (except Automobile)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Property Damage Liability (except Automobile)	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive Business Automobile Bodily Injury Liability	\$1,000,000.00 each person \$1,000,000.00 each occurrence
Business Auto Property Automobile Damage Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Personal & Advertising Injury	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate

The City shall be named as additional insured on all insurance coverages required to be maintained by the Contractor hereunder.

7.3 Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or Insurance Services Organization.
- c. All endorsements and insurance coverages shall contain the requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions shall be provided to the City of Hondo.

- e. Original endorsements affecting coverage requirements by this section shall be furnished with the certificates of insurance.
- f. City shall be provided with blanket waivers of subrogation on all required insurance policies.

7.4 Letter of Credit: Contractor must provide to the City an Irrevocable Standby Letter of Credit ("LOC") in the amount of \$150,000.00 ("LOC") no later than 90 days after the effective date of this contract. This LOC will guarantee completion of the contract in the event of a Contractor default. The LOC must have an expiration date of no less than 30 days beyond the end of the contract term. In the event that the bank will only issue the LOC for one year terms, the Contractor must deliver to the City a replacement LOC at least 30 days prior to the expiration date of each and every LOC. The final LOC's expiration date must be at least 30 days beyond the final end of the Contract term; failure to timely deliver any replacement LOC will be an event of default under this contract. The LOC: (i) must be issued by a bank acceptable to the City; (ii) must allow partial and multiple draws; (iii) must not require anything more than a written statement signed by the City Manager, acknowledged by a Texas notary public, that a condition of default exist under the contract for a draw and (iv) each form of which, must be approved by the City's legal counsel. Failure of Contractor to comply with any provision of this section shall constitute a default by Contractor.

VIII. LICENSES

The Contractor is required to obtain all Federal and State licenses and permits necessary to perform the services contained herein.

IX. EQUIPMENT

9.1

- a. The Contractor shall maintain and operate the solid waste disposal system and its equipment in a manner that renders competent and efficient service, subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this Contract, shall, throughout the term of this Contract, be in good condition and repair. The trucks used in the collection of residential solid waste shall be constructed of metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of residential solid waste. All vehicles shall be painted, numbered, and have the Contractor's name and telephone number on each side of the vehicle in a size and type so as to be easily readable from a distance of a minimum of fifty feet (50').

- b. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. Contractor shall be responsible for maintaining all equipment in serviceable condition and will repair or replace its' equipment as may be required for the performance of this agreement. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

X.

SERVICES REQUIRED OF THE CONTRACTOR

10.1 *Scope of Work.* The work under this Contract shall consist of all solid waste collection and disposal services for residential, commercial, industrial, small business, and professional shop customers within the corporate limits of the City, including supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with laws.

10.2 *General Performance Standards.* The Contractor shall provide, at a minimum, the following performance standards within the corporate limits of the Hondo, Texas:

- a. Totters shall be replaced within four (4) feet of customers placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing.
- b. Residential collection areas shall be free of litter larger than three (3) inches within a 10-foot radius of the totter. The Contractor will make every reasonable effort to leave behind no loose trash, which may fall in the streets or into customer's property. The Contractor will make every reasonable effort to keep neighborhoods free of litter from toters.
- c. The Contractor will make all reasonable efforts to collect waste regardless of barriers. (i.e. blocked streets) except when the safety and health of the Contractor employees or the public is placed in danger.
- d. The Contractor will make every effort to maintain a consistent route schedule.
- e. Unless personal or public safety concerns warrant, Contractor drivers are expressly forbidden to use their emergency brake to stop a moving Contractor vehicle.
- f. The Contractor shall not provide solid waste collection service on streets directly adjacent to school campuses one-half (1/2) hour before the beginning of, or one (1) hour after dismissal on a scheduled school date.
- g. The Contractor will make every reasonable effort to use vehicles that do not leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a truck, the Contractor will comply with all regulations to lawfully clean up the spill within 48 hours of notification.

- h. In the event of Contractor equipment breakdowns, Contractor will make every effort to notify the City and customers by telephone or door hangers if the service will be delayed or rescheduled for another pick-up day.

10.3 *Residential Services.* The Contractor shall provide, at a minimum, the following residential unit services within the corporate limits of the City of Hondo, Texas:

- a. Solid Waste: Contractor shall provide one (1) curbside/alley residential unit solid waste collection and disposal services per week for each residential unit located within the City of Hondo. Contractor shall provide one ninety-six (96) gallon waste Totter to each household at no cost to resident.
- b. Grass & Leaves: Contractor will furnish solid waste pickup of grass, leaves, tree trimmings and other similar residential yard-grown refuse on regular pickup days, provided the yard-grown refuse is bundled or placed in plastic bags. No more than a combination of five (5) bags or bundles in addition to the 96 gallon Totter will be collected.
- c. Recycling: Within thirty (30) days of the Effective Date, Contractor shall establish one (1) recycling location at 275 Co Rd 341, Hondo, TX 78861 for manual drop-off of recyclable materials by residents of Hondo, Texas. Contractor will locate Recycling Containers and/or Roll-Off Containers for residents to utilize when disposing of recyclable materials. Contractor will operate the recycling location during the regular operational hours of 8:00 a.m. - 4:00 p.m. on Saturdays described in paragraph (d) below and for use by Hondo residents at no charge.
- d. Brush & Bulk:
Brush - Contractor shall collect curbside brush within seventy-two (72) hours of notice from a resident. Contractor agrees to collect up to but not exceed eight (8) yards of Brush per unit with a limit of two requests per month per unit.

Bulk - Contractor agrees to collect up to, but not exceeding, eight (8) cubic yards of Bulky Waste from each residential unit, three (3) times per year. Bulky/Brush Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service provider hired by a customer and generated and located at the residential unit may be billed separately.

Hours of Operation: Solid waste collection and disposal services shall be provided between the hours of 7:00 A.M. and 7:00 P.M. for curbside/alley residential unit solid waste collection and disposal services. All containers for curbside residential solid waste collection must be on the curbside by 7:00 A.M. on the day scheduled for pickup.

- e. Collection Hours Near Schools: Contractor shall not provide solid waste collection service on streets directly adjacent to school campuses on half (1/2) hour before the beginning of school on a scheduled school date. Contractor shall also not provide solid waste collection on streets directly adjacent to school campuses one (1) hour after dismissal of after dismissal of school on a scheduled school date.
- f. Public Notification: On the initial term of this Contract, before Contract is effective, Contractor is responsible for at least a sixty (60) day advanced public notification of the proposed service provider change out, any proposed route or schedule changes and other appropriate operational information.

10.4 *Commercial I Industrial Services*. The Contractor shall provide, at a minimum, the following commercial and industrial unit services within the corporate limits of the Hondo, Texas:

- a. The Contractor shall collect and dispose of municipal solid waste from commercial and industrial units that falls within the regulatory definition of municipal solid waste and is placed in requisite containers, as determined by the Contractor.
- b. The Contractor shall provide pricing for all commercial roll-off within the city limits of Hondo, Texas to be used for the collection and disposal of, including, but not limited to, construction and remodeling debris.
- c. Collection containers shall be provided by Contractor to Commercial and Industrial Units and/or multiple family dwellings requesting such containers. Contractor shall repair or replace damaged containers as needed. The customer is responsible for routine cleanliness of the containers.
- d. In the event Contractor cannot timely meet or fulfill the service requirements of a Commercial or Industrial user, the customer shall have the right to secure those services from another properly licensed refuse provider and contact the City and register a service performance complaint.

10.3 In the event that a residential, commercial, or industrial unit requires the collection and disposal of excessive or unusual items or requests services not contemplated by this Contract, such unit shall make arrangements with the Contractor for the collection and disposal of said items that are independent from those regular or routine services contemplated under this Contract. The Contractor shall have no obligation whatsoever to collect Hazardous, Infectious, or Special Wastes.

10.4 Unless specified elsewhere in this Contract, construction and remodeling debris and other debris originating from commercial lot clearing and/or construction

operations shall not be removed by the Contractor as a part of the regular solid waste, brush item, and white good / bulky item collection and disposal services, but rather, units shall make delivery and payment arrangements with the Contractor for the collection and disposal of said items utilizing a commercial container(s) in accordance with the Schedule of Rates attached hereto.

XI. MUNICIPAL SERVICES REQUIRED OF THE CONTRACTOR

11.1 Regular scheduled solid waste collection and disposal services shall be provided to all municipal buildings, parks (but excluding the transfer station), and facilities located in Hondo, Texas at no cost to City (see Schedule of Rates in Exhibit A). Contractor shall provide City with four (4) 40-yard Roll-off Containers per year for City's use.

11.2 Weather-Related Events: Contractor will provide up to two (2) annual weather related collections via dumpsters (four (4) - 40 yard open-tops) and/or Roll-Off Containers (four (4) - 30-yard containers) at a central location to be determined by the City for residents to take storm debris. Should no storm or damage occur during the calendar year, no credit will be issued to the City and no services substituted. **Storm related clean up beyond two per calendar year will be subject to mutually agreed upon charges.**

XII. MISCELLANEOUS PROVISIONS

12.1 The following holidays may be observed by the Contractor, resulting in the discontinuance of solid waste collection and disposal services on said dates:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Last Thursday in November)
- Christmas Day (December 25)

Contractor may decide to observe any or all of the above holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to still provide collection service at least once per week, even if such adjustment requires an early weekday or Saturday pick-up. Contractor shall notify the City of any proposed changes to solid waste collection routes and schedules during the holidays listed above within sixty (60) days from the proposed suspension date of service which will be subject to the City's written approval.

12.2 The number of residential, commercial, or industrial units to be served by the Contractor may be increased or decreased by the City at any time.

12.3 In the event the Contractor, for any reason after being notified by the City by telephone or email, shall fail to respond, within three (3) business days, to any solid waste collection of qualified solid waste, the City, without further notice, may cause the same to be collected and disposed of and shall bill the Contractor for any charges incurred by the City; said charges shall not exceed the Schedule of Rates.

12.4 The Contractor shall submit to the City the proposed solid waste collection routes and schedules within sixty (60) days from the effective date of this Contract for the City's written approval. In the event the Contractor desires to change any routes or schedules, the Contractor shall give a minimum of sixty (60) days written notice to the City and to the units affected by such changes and which will subject to the City's written approval.

12.5 The Contractor shall notify the City a minimum of ten (10) business days before any scheduled delay in the regular solid waste collection schedule. Such notice shall include the Contractor's proposal for completing the delayed collection within a reasonable timeframe. Contractor shall adhere to the required notification and approval requirements regarding suspension of service during holidays referenced in Section 12.1

12.6 The Contractor shall maintain a website and an office or such other facilities by which it may be contacted Monday thru Friday, excluding holidays, from 8:00 AM. to 5:00P.M.

XIII. BILLING AND COLLECTION

13.1 Except as provided in Section **XXI**, City will pay the Contractor for solid waste collection services rendered and billed by the City at the rates set forth in Exhibit "A". City shall be responsible for all billing and collection matters. The City shall collect and remit all sales tax in accordance with applicable State Law. Units shall be billed in accordance with the Schedule of Rates, attached hereto as Exhibit "A", plus applicable sales tax. The refuse collection charges provided in Schedule A shall include all collection, disposal, semi-annual bulky waste pickup waste pickup, twice a month brush pickup, and related costs.

13.2 City shall remit payment to the Contractor by the twentieth (20th) day of the month. If the City becomes delinquent in the payment of undisputed services rendered for more than sixty (60) days, then such amounts incur a three percent (3%) late fee on the outstanding amount owed. Contractor will notify City in writing and request immediate

and full payment, plus the three (3%) percent late fee.

13.3 Regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation shall be provided to City facilities free of charge as outlined in Schedule B. Modifications to the Schedule B shall be agreed to in writing between the Contractor and the City.

13.4 Rates to be paid to the Contractor by the City shall be those in Schedule A attached hereto.

13.5 Appropriate sales tax will be added to the listed rates.

13.6 The scheduled rates on Schedule A will remain in effect for the first year of this Contract term. Thereafter, for any year of this Contract, a cost of living adjustment will be effective as follows:

The fees which may be charged by the Contractor for subsequent years after the initial one-year term Contract shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (U) for Urban Consumers, All U.S. City Average, All Items, as published by the U.S. Department of Labor Bureau of Labor Statistics. The Monthly Customer Service charge shall be subject to annual adjustment proportionate to any increases in the "CPI" as defined below) for Water, and Sewer, and Trash Collection Services. Said increase each new Contract Year, beginning on January 1, is calculated by the yearly average CPI for the previous twelve (12) months as reported by the U.S. Department of Labor Bureau of Labor Statistics in October prior to the new Contract Year. Such yearly increases shall be limited to no less than 2% and no more than 5%

- a. In the event the monthly average wholesale cost per gallon of fuel in Medina County, Texas exceeds \$4.95/gal. for thirty (30) consecutive days, then contractor may charge city an additional fuel cost for its actual costs in excess of the \$4.95/gal. average as a pass-through charge. Contractor shall cease its pass-through fuel charge after its monthly average cost per gallon in Medina County, Texas falls below the monthly average wholesale price of \$4.95/gal. for thirty (30) consecutive days. The additional fuel charge will not result in additional profits to Company, but rather allow Contractor to recover the additional cost of fuel not contemplated in the rates in Exhibit "A." Contractor agrees to use commercially reasonable efforts to enter wholesale and/or commercial fleet fuel agreements for vehicles used to provide the services under this Contract. Contractor agrees to provide City such documentation as may reasonably requested by City to support Contractor's requests for additional fuel costs.
- b. In addition to the above, the Contractor may adjust the Schedule of Rates at any time after giving sixty (60) days written notice to the City on the basis of unusual changes in the cost of operations. The Contractor shall also be entitled to "pass

through" any actual taxes, fees, or other impositions made upon the Contractor by any governmental or regulatory entity by billing, on a pro-rata basis, all units directly for such costs to the extent the Contractor is affected or liable for them. During the term of this Contract, the City may cancel the Contract by giving the Contractor thirty (30) days written notice should the abovementioned increase(s) in rates be considered by the City, at its sole discretion, to be unreasonable.

**XIV.
DISPOSAL OF SOLID WASTE**

14.1 Contractor shall have the responsibility of the disposal of all solid waste collected under this Contract and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Commission on Environmental Quality (TCEQ).

14.2 The Contractor shall be responsible for disposing of solid waste at a properly permitted landfill selected by the Contractor. The Contractor shall pay all landfill fees for solid waste hauled by the Contractor.

**XV.
RESPONSIBILITIES OF THE CITY**

15.1 City will bill and collect from the Units as described in Section XIII.

15.2 City shall have the responsibility of notifying the Contractor within two (2) business days of any complaints received by the City regarding the Contractor's failure to collect solid waste or alleviate other concerns.

15.3 City shall notify Contractor on a weekly basis of any additions or deletions to the list of Units from whom collections are to be made.

15.4 City will assist Contractor in providing two (2) community-wide cleanup programs per year. City will provide one (1) front loader and operator, along with one (1) staff person to observe and document the cleanup effort. (Refer to Section X {e})

**XVI.
RESPONSIBILITIES OF THE UNIT**

Each container, bag, bundle, or other solid waste container must be placed at a curbside/alley location for collection on a scheduled collection day by 7:00 AM .. 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 a vehicular access point for the solid waste collection vehicle to enter and exit. The Contractor may decline to collect any container, bag, or bundle that is not placed correctly along the curbside or any solid waste containerized incorrectly.

**XVII.
OWNERSHIP OF MATERIALS**

The title to solid waste shall pass to the Contractor when the solid waste is placed in the Contractor's collection vehicle or upon the removal of the same by the Contractor from the unit's curbside location, whichever comes first.

**XVIII.
LEGAL PROVISIONS**

In the event the collection and disposal of solid waste is interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of the Contractor, the City shall have the right to make alternate arrangements for the collection and disposal of municipal solid waste in order to provide for and protect the public health and safety. The Contractor shall reimburse the City within seven (7) business days of municipal payment for services for all costs associated with the City providing alternate solid waste collection and disposal services. If the service interruption is the result of the occurrence of hazardous conditions, as reasonably determined by the Contractor, an exception to this Section will be made by the City. In such instances, a report will be made to the City and service shall resume when the hazardous condition is rectified.

**XIX.
RECORDS AND REPORTS**

19.1 The City shall have access during regular business hours, and upon reasonable advance notice, to all of Contractor's records, customer service cards, and all papers relating to the operation of the Contractor within the City of Hondo. Upon request, the Contractor shall furnish to the City, reports of the results of all complaints and investigations received from the public and actions taken by the Contractor.

19.2 The Contractor shall maintain books and financial records in accordance with generally accepted accounting principles. The City shall have the authority to audit, examine, and make excerpts or transcripts from the books and records during the Contractor's regular business hours.

19.3 The Contractor shall keep complete and accurate books of accounts and records of its operations from which municipal gross receipts may be determined.

19.4 A listing of the Contractors' entire customer accounts, including an electronic copy in Microsoft Excel format of customer mailing addresses, and monthly revenue derived from solid waste collection and disposal services shall be filed annually with the City Manager.

XX.

COMPLAINTS AND INTERRUPTION OF SERVICES

20.1 The Contractor shall respond to all units complaints pertaining to customer service, property damage, or personal injury from the solid waste collection and disposal service. Any unit complaints received by the City shall be forwarded to the Contractor. The Contractor shall notify the City of the action(s) taken in response to forwarded complaints within two (2) business days of the complaint. Failure of the Contractor to timely respond to complaints shall be considered a failure to perform under this Contract.

20.2 In the event the collection of solid waste shall be interrupted for more than forty-eight (48) due solely to the willful or negligent act(s) of Contractor and not a *Force Majeure* event contemplated under Section **XXXI**, then City shall have the right to engage with a third-party contractor to temporarily provide solid waste collection services so as to help ensure the public health and safety of the public. Contractor further agrees to pay to City costs for retaining such temporary, third-party contractor. City may deduct such costs from any payments owed by City to Contractor for serviced provided under this Contract.

- a. The interruption of solid waste collection services in excess of for more than forty-eight (48) due solely to the willful or negligent act(s) of Contractor and not a *Force Majeure* event contemplated under Section **XXXI**, constitutes a material breach of this Contract. City will have the right to exercise the remedies described in Section **XXII**.

XXI.

DELINQUENT CUSTOMER PAYMENTS

The City is responsible for billing each unit for services rendered under this Contract and the collection thereof. Each unit is responsible for making timely payments upon receipt of an invoice or statement. City may impose and collect a reinstatement fee on all delinquent units' accounts. Such fees and penalties imposed by City will not be considered part of City's compensation to Contractor and so fully retained by City. Such fees and penalties will also not be included in the calculation of the franchise fee contemplated in paragraph 13.1.

XXII.
FORFEITURE AND TERMINATION OF FRANCHISE

22.1 The City reserves the right to declare this Contract and its franchise forfeited and to terminate the same and all rights and privileges of the Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by the Contractor shall include, but not be limited to, the following:

- a. Failure of the Contractor to provide, as solely determined by the City, the services provided for in this Contract within five (5) business days of the receipt of a written demand for performance by the City;
- b. Failure of the Contractor to repair or replace defective equipment, goods, or products within fifteen (15) calendar days of receipt of written demand for performance by the City;
- c. Failure of the Contractor to cure urgent health or sanitation conditions or risks, as determined by the City Manager, within two (2) business days of receipt of written or oral demand for performance by the City;
- d. Material misrepresentation(s) of fact in the application for or negotiations of this Contract;
- e. Conviction of any director, officer, employee, or agent of the Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Contract;
- f. Material misrepresentations of fact knowingly made to the City with respect to or regarding the Contractor's operations, management, revenues, services, or reports required pursuant to this Contract; and
- g. The revocation or denial of solid waste collection and disposal permit(s) through Federal and State Laws and regulations which would prohibit or interfere with the ability to fulfill the requirements of this Contract.

22.2 If the Contractor intends to terminate this Contract or any portion thereof, the Contractor shall notify the City not less than one hundred twenty (120) calendar days prior to termination.

22.3 The City shall have the right to cancel this Contract one hundred twenty (120) calendar days after the appointment of a receiver or trustee who is directed to take over and conduct the business of the Contractor, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary.

**XXIII.
MEDIATION**

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("**ADR**") shall be assessed equally between the City and Contractor with each party bearing their own costs for attorneys fees, experts, and other costs of ADR and any ensuing litigation.

**XXIV.
COMPLIANCE WITH APPLICABLE LAW**

This Contract shall be governed in accordance with the laws of the State of Texas, and the legal venue for all legal proceedings shall be located in District Court, Medina County, Texas. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall, at all times, comply with all laws, rules, and regulations of the State and Federal government and any administrative agencies thereof with respect to the subject matter of this Contract.

**XXV.
ASSIGNMENT**

The Contractor may not assign this Contract and/ or any/all of the rights and obligations contained herein without the specific prior written approval of the City which may be withheld for any reason. Nothing contained herein shall be construed to give any rights or benefits to anyone other than the City and Contractor.

**XXVI.
SAFETY**

The Contractor agrees that all prudent and reasonable safety precautions associated with the performance of work set forth or defined in this Contract are a part of the solid waste

collection and disposal techniques for which the Contractor is solely responsible. In its execution of the obligations under this Contract, the Contractor shall use all proper skills and care, as are typical in the industry, and the Contractor shall exercise all due and proper precautions to prevent injury to any property or person.

**XXVII.
NOTICES AND PAYMENTS**

27.1 All notices and payments required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the following addresses:

<u>City:</u> City of Hondo 1600 Avenue M Hondo, Texas 78201 Att: City Manager	<u>Contractor:</u> South Texas Refuse Disposal, Inc. P.O. Box 188 Hondo, Texas 78861 Att: Felimon Cuellar
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27.2 All notices shall be deemed to have been properly served if sent by First Class, postage pre-paid mail through the U.S. Postal Service to the person(s) at the addresses designated above or to such other persons and / or addresses that either party subsequently designates for notice. Such designation amendments shall be made by providing thirty (30) days advance written notice to the other party.

**XXVIII.
AMENDMENTS**

It is hereby understood and agreed by the parties to this Contract that no alterations or variations to the terms of this Contract, including all addendums hereto, shall be effective unless made in writing, approved and signed by both parties.

**XXIX.
SEVERABILITY**

If any section, sentence, clause, or paragraph of this Contract shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired

thereby. The parties shall use their best efforts to replace the invalid, illegal, or unenforceable provision(s) of this Contract with valid legal terms and conditions approximating the original intent of the parties.

**XXX.
CONTRACTOR'S DILIGENCE AND CARE
& EMERGENCY MANAGEMENT**

30.0 The Contractor shall use reasonable care and diligence in executing this Contract.

30.1 The Contractor shall provide the City with an emergency telephone number available for response on a 24 hour x 7 days per week x 365 days per year basis.

**XXXI.
FORCE MA. JEURE**

If either of the Parties are unable to provide the services or perform the requirements of Agreement due to circumstances beyond their control and without their fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the unforeseeable act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and neither shall be liable for the breach of this Agreement.

**XXXII.
NO ADDITIONAL WAIVER IMPLIED**

The failure of any party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other parties hereto, but the obligation of such other parties with respect to such future performance shall continue in full force and effect.

**XXXIII.
ENTIRE CONTRACT**

It is understood by the parties that this Contract constitutes the entire agreement between the parties. Notwithstanding any other provisions in this Contract, the City, acting by and through the City Council of the City of Hondo, Texas, shall be the final arbiter, authority, and decision maker on all matters related to this Contract, the solid waste collection and

disposal services within the corporate municipal limits of the City, and the municipal solid waste collection and disposal services franchise agreement.

PASSED AND APPROVED

CITY OF HONDO

John Naron, City Manager

**SOUTH TEXAS REFUSE
DISPOSAL, INC**

Felimon Cuellar, President

ATTEST:

Rebekah Dolphus, City Secretary

Exhibit "A"

Schedule of Rates

For

Solid Waste Collection and Disposal Services for January 1, 2026- September 30, 2033

<i>Type of Service</i>	<i>Frequency of Collection</i>	<i>Rate to STRD</i>
<u>Residential Toters</u>		
Residential inside the City	1x weekly	\$20.43
Extra Toter		\$ 9.86
Monthly Brush	Service within 72 hours of notice to STRD	\$2.75 per home
Monthly Bulk Central Recycling Location	Open 8:00 a.m. 4:00 p.m. Saturdays	\$2.75 per home
<u>Commercial Toters</u>		
1 Toter	1x weekly	\$30.96
2 Toter	1x weekly	\$41.36
3 Toter	1x weekly	\$51.61
<u>Commercial Containers</u>		
2 yard	1x weekly	\$85.93
2 yard	2x weekly	\$158.98
2 yard	3x weekly	\$231.12
3 yard	1x weekly	\$96.89
3 yard	2x weekly	\$183.15
3 yard	3x weekly	\$263.20
4 yard	1x weekly	\$135.66
4 yard	2x weekly	\$241.54
4 yard	3x weekly	\$353.92
4 yard	4x weekly	\$459.10
4 yard	5x weekly	\$583.06
4 yard	6x weekly	\$694.90
6 yard	1x weekly	\$150.74
6 yard	2x weekly	\$278.88
6 yard	3x weekly	\$381.04
6 yard	5x weekly	\$686.00
8 yard	1x weekly	\$216.18
8 yard	2x weekly	\$401.99
8 yard	3x weekly	\$549.39
8 yard	4x weekly	\$729.61
8 yard	5x weekly	\$912.02

Roll Off

20 yard	\$717.18
30 yard	\$820.50
40 yard	\$938.36
Includes 4 tons	Extra Per Ton \$ 89.02
Compactor	\$1062.80
Includes 6 tons	Extra Per Ton \$ 89.02
20-yard Sludge Containers- Wastewater treatment sludge	\$732.20
Includes 4 tons	Extra Per Ton \$ 89.02

Schedule "B"

"No Charge" Container Requirements for City Facilities

Department	Number/Type Container	Special Requirements
Golf Course	I 4 yard dumpster	
Parks	I 4 yard dumpster	Parks Building
	I 4 yard dumpster	City Park #1
	I 4 yard dumpster	Soccer fields
	I 4 yard dumpster	Softball fields
	I 4 yard dumpster	Fair Building
	I 4 yard dumpster	Cemetery
	I Roll-off container	For brush disposal, placed West of Castro Ave, south of FM 462, to be pulled as Requested; lock gate
Street Division	I 4 yard dumpster	Streets Building
STRTC	1 4 yard dumpster	Located by fence
Adrnin/City Hall Post Office	I 4 yard dumpster	Located by Admin Bldg.
Animal Control	I 3 or 4 yard dumpster	The contractor shall provide a Special container with an Opening that is easily Accessible for disposal of Dead animals by the City's Animal control office or His/her designee(s). Container will be emptied 3 Times weekly. Located by the old pool.

Wastewater Plant	1	2 yard dumpster	For office trash
	3	20 yard commercial containers	For sludge, the city will pay the standard rate but will not be responsible for the landfill fees unless an individual haul is over 4 tons.
Water yard	1	3 yard dumpster	
	2	commercial totes	
Library	1	3 yard dumpster	Located behind the library at the northeast corner
Recreation Center	1	4 yard dumpster*	Permanent
Swimming Pool	1	4 yard dumpster	April-September-Seasonal
Little League Fields	1	4 yard dumpster	March-August-Seasonal
Electric Division	1	4 yard dumpster	
Development Svcs	1	commercial tote	
Facilities Division	1	4 yard dumpster*	
Airport Terminal	1	4 yard dumpster	

* Include locking mechanisms for these containers.

Note: Containers shall remain at designated locations permanently. For seasonal programs, containers shall not be removed during specified months.