



CITY COUNCIL WORKSHOP/REGULAR MEETING

June 17, 2024 at 6:15 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

AGENDA

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner**, Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

The meeting will be streamed live on the city's website at www.cityofhewitt.com/790/Hewitt-TX-TV.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

WORKSHOP MEETING - 6:15 PM

WORKSHOP DECLARATION OF A QUORUM AND CALL TO ORDER

WORKSHOP AGENDA

1. Presentation and discussion concerning FY 2024-2025 Proposed Operating and Capital Budget (preview).

WORKSHOP ADJOURNMENT

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

2. Swearing-in and pinning ceremony for newly hired Police Officer Jacob Ruiz.

3. Special presentation of the Texas Municipal Clerk's Office Achievement of Excellence Award.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not properly posted on the agenda. (Note: Public members who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

REGULAR AGENDA ITEMS

4. Approval of minutes for the City Council Regular Meeting held on June 3, 2024.
5. Briefing and discussion concerning Financial Statements ending May 31, 2024.
6. Discussion and possible action on reappointment(s) to the Planning & Zoning Commission.
7. Discussion and reminder concerning Cybersecurity training mandated by House Bill (HB) 3834.
8. Discussion and possible action approving **Resolution No. 2024-05** extending the current contract with Allied Waste, Inc. d.b.a. Republic Services of Itasca, for the collection and disposal of residential, commercial, and industrial solid waste and the residential collection of recyclable material within the corporate limits of the City of Hewitt, Texas.
9. Discussion and possible action to provide staff direction on wastewater flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment plant.
10. Briefing and discussion concerning Council priorities for budget preparation.

ADJOURNMENT

I certify that the above notice of meeting was posted on the Public Notice Board in front of City Hall on June 12, 2024, at 5:00 PM.

CITY OF HEWITT

Lydia Lopez

Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Hewitt will provide reasonable accommodations for persons attending and/or participating in City Council meetings. The facility is wheelchair accessible, with accessible parking at the front of the building. Requests for sign interpreters or special services must be received forty-eight (48) hours before the meeting by calling the City Secretary at 254.296.5602 or by fax at 254.666.6014.



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 4.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Approval of minutes for the City Council Regular Meeting held on June 3, 2024.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a copy of the meeting minutes. Please review and advise if any corrections are needed.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval of the minutes as presented.

ATTACHMENTS:

1. Draft minutes - June 3, 2024



CITY COUNCIL REGULAR MEETING

June 3, 2024 at 7:00 PM

Hewitt City Hall, 200 Patriot Court, Hewitt, TX 76643

MINUTES

Steve Fortenberry, Mayor: Ward 3, – **Erica Bruce**, Mayor Pro Tem: Ward 3
Michael S. Bancale, Council Member: At-Large – **Johnny Stephens**, Council Member: Ward 1
Bob Potter, Council Member: Ward 2 – **Brad Turner**, Council Member: Ward 1
Vacant Seat, Council Member: Ward 2

REGULAR MEETING - 7:00 PM

DECLARATION OF A QUORUM AND CALL TO ORDER

Mayor Steve Fortenberry called the Regular Meeting to order at 7:00 PM, announced all members were present, and declared a quorum.

PLEDGE OF ALLEGIANCE

Mayor Steve Fortenberry led the Pledge of Allegiance.

PUBLIC COMMENTS

The City Council invites citizens to speak on any topic not already scheduled for a public hearing. The Texas Open Meetings Act prohibits the Council from discussing, responding to, or acting on any comments or items not properly posted on the agenda. (Note: Citizens who wish to speak must complete a "Public Comment Form" and present it to the City Secretary before the meeting.)

Mayor Fortenberry read the statement above and inquired if the City Secretary received any public comment forms. The City Secretary received no public comment forms.

SPECIAL PRESENTATION(S) AND RECOGNITION(S)

1. Recognition of HR Director Jessica Higgins on being the recipient of the Human Resources Impact Award of Honor at the TMHRA Annual Conference in Denton, Texas, on May 8, 2024. *City Manager Bo Thomas recognized HR Director Jessica Higgins for receiving the Human Resources Impact Award of Honor. This award recognizes a local government HR department that has developed innovative programs and/or services to solve municipal human resources management problems and/or enhance the organizational culture.*

REGULAR AGENDA ITEMS

2. Approval of minutes for the City Council Regular Meeting held May 20, 2024.
MOTION: Mayor Pro Tem Erica Bruce moved to approve the minutes as presented but allow for corrections.
SECOND: Council Member Michael Bancale
AYES: Bancale, Potter, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.
3. Presentation of the report from City Engineer Miles Whitney, P.E.
Update on pending utility projects.
Update on pending street projects.
Update on pending drainage projects.
City Engineer Miles Whitney presented a review of the listed projects.
4. Discussion and update regarding wastewater flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment Plant. Including estimated costs and potential financing.
City Manager Bo Thomas and City Engineer Miles Whitney presented an update regarding future capacities between the Bullhide Wastewater Treatment Plant and the Central Wastewater Treatment Plant. The council's consensus was to place the item on the next agenda for action.
5. Briefing and discussion concerning Council priorities for budget preparation.
City Manager Bo Thomas asked the Council to communicate any budget priorities to assist with the budget process. Council Member Michael Bancale requested that staff prioritize budget requests that enhance customer service, save staff time, and plan for the expansion of the lift station. Mayor Fortenberry inquired about the future development of the new Fire Station and staffing.

ADJOURNMENT

MOTION: Mayor Pro Tem Erica Bruce moved to adjourn the Regular Meeting at 8:03 PM.
SECOND: Council Member Bob Potter
AYES: Bancale, Potter, Stephens, Turner, Bruce, and Fortenberry
NAYES: None
ABSENT: None
MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Steve Fortenberry, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 5.

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Briefing and discussion concerning Financial Statements ending May 31, 2024.

STAFF RECOMMENDATION/ITEM SUMMARY:

The financial statements ending May 31, 2024, were sent electronically on June 6, 2024. This is an opportunity for the Council to ask questions or comment.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

No action is required.

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 6.

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Discussion and possible action on reappointment(s) to the Planning & Zoning Commission.

STAFF RECOMMENDATION/ITEM SUMMARY:

Paul D. Lasater, Brian Dalrymple, and Walter H. Peterson's terms on the Planning & Zoning Commission expire this month. All are eligible for reappointment. Brian Dalrymple and Walt Peterson have agreed to serve another two-year term. These members are in good standing, and the staff recommends approval of this item.

We are still waiting to confirm Paul Lasater's reappointment. We hope to bring his reappointment soon.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval of the reappointment of the Planning & Zoning Commission members Brian Dalrymple and Walter H. Peterson for a two-year term ending June 2026.

ATTACHMENTS:

1. Council-Boards- Commissions-Committees list - June 2024

CITY OF HEWITT: COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

City Hall 666-6171 (Fax 666-6014); Community Services 666-2447; Utility Billing 666-3151 (after hours emergency 666-6272); Police Adm. 666-1661; Drug Tips 666-3333; Animal Control 666-6272; Library 666-2442; Park Reservations 666-6173; Municipal Court 666-1208; Chamber of Commerce 666-1200. City of Hewitt web site: www.cityofhewitt.com; Email: citysecretary@cityofhewitt.com

City Council 2 YR Term – May	Board of Adjustment 2 YR Term – April	Planning & Zoning Commission 2 YR Term – June	Parks & Beautification Committee 2 YR Term – December	Library Board 2 YR Term – December	Civil Service Commission 3 YR Term – December
1 st & 3 rd Monday – 7 PM	3 rd Thursday – 6 PM	1 st Tuesday – 6 PM	3 rd Wed. – 6 PM	Quarterly as needed	Called
Brad Turner Ward 1 (05-2025) 425 W. Chapman Rd. (254) 709-3614	(04-2026) Chair Jim Winton 1136 Heatherwood (254) 857-9436	(06-2024) Paul D. Lasater 1321 Ridgeview (254) 716-0025	(12-2024) Jerry Snider 108 Brenda Dr. (254) 307-0613	(12-2024) Jerry Snider 108 Brenda Dr. (254) 307-0613	(12-2024) Chair Tom Mattern 1204 Ridgeview Cr. (254) 644-9632
Johnny Stephens Ward 1 (05-2024) 305 Travis Ln. (254) 709-3989	(04-2026) Brenda Turner 209 Laredo Dr. (254) 666-0087	(06-2024) Brian Dalrymple 821 Sunny's Halo Dr. (254) 744-9711	(12-2025) Nathan Rusterholtz 1200 Dendron Dr. (972) 978-3202	(12-2025) Betty J. Smith 709 Seminole Trail (254) 666-7931	(12-2025) Vice Chair Sam MacKinnon 113 Emmalyn Dr. (254) 299-7788
Ward 2 (05-2024) VACANCY	(04-2025) Douglas Bergen 264 Earle Rd. (254) 666-0855	(06-2024) Walter H. Peterson 500 Moss Hill Rd. (254) 757-5128	(12-2025) Casey Lowrey 700 Wind Hill Dr. (254) 424-1266	(12-2024) Julie Holcomb 112 Travis Ln. (972) 935-4528	(12-2026) Sammy L. Thomas 100 Coventry Dr. (254) 749-0800
Bob Potter Ward 2 (05-2025) 409 W Wall St. (254) 709-3666	(04-2025) Royce W. Smith 1128 Regina (254) 652-3099	(06-2025) Dustin Crawford 1001 December Dr. (903) 754-1204	(12-2025) Tyler Green 905 Regina Dr. (903) 806-8993	(12-2024) Lydia Dashner 520 Angel Fire Dr. (254) 666-9623	
Mayor Pro Tem Erica Bruce Ward 3 (05-2025) 717 Fieldstone Dr. (254) 709-4050	(04-2025) Drexel King 331 Earle Rd. (919) 518-4801	(06-2025) Bobby Drake 107 Westchester Way (254) 772-7440	(12-2024) Vernon Bailey 301 Tampico Dr. (512) 797-6377	(12-2024) Jennifer Hunt 228 Cross Country Dr. (254) 498-0102	
Mayor Steve Fortenberry Ward 3 (05-2024) 701 Oakmont Dr. (254) 709-0030	Alternate (04-2026) VACANCY	(06-2025) Michael Lee Hix 336 Bowie Ln. (254) 723-5071	(12-2024) Richard D. Driver 320 E. Spring Valley Rd. (806) 241-0098	(12-2025) Delores K. Sincerney 119 Russell Ln. (254) 744-5752	
Michael S. Bancale At-Large (05-2025) 909 Stoneridge Dr. (254) 709-3522	Alternate (04-2025) VACANCY	(06-2025) Travis Bailey 412 Oklahoma Ave. (254) 666-1492	(12-2024) Ryan A. NeGron 137 Bonham Dr. (346) 818-7831	(12-2025) Sally Goldman 132 Texas (254) 666-2436	

Updated: 06/06/2024



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 7.

SUBMITTED BY: Jessica Higgins, Human Resource Director/Civil Service Director

ITEM DESCRIPTION:

Discussion and reminder concerning Cybersecurity training mandated by House Bill (HB) 3834.

STAFF RECOMMENDATION/ITEM SUMMARY:

This is a reminder that Cybersecurity training needs to be completed. An email was sent on Monday, May 6, 2024, to the Mayor and Council members regarding the cybersecurity training required by all elected officials. In that email, instructions and deadline for completing the certified cybersecurity training program are outlined.

Please complete the training by July 5, 2024. If you need assistance, please do not hesitate to contact me.

FISCAL IMPACT:

Amount Budgeted - NA
Line Item in Budget - NA

SUGGESTED MOTION:

NA

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 8.

SUBMITTED BY: Jim Devlin, Assistant City Manager

ITEM DESCRIPTION:

Discussion and possible action approving **Resolution No. 2024-05** extending the current contract with Allied Waste, Inc. d.b.a. Republic Services of Itasca, for the collection and disposal of residential, commercial, and industrial solid waste and the residential collection of recyclable material within the corporate limits of the City of Hewitt, Texas.

STAFF RECOMMENDATION/ITEM SUMMARY:

The City of Hewitt has contracted with Allied Waste Systems, Inc. - d.b.a. Republic Services of Itasca beginning in December 2008. The current contract became effective July 1, 2019, and will expire June 30, 2024. The new contract will have amendments and revisions to the current document (Attachment 2) and an updated rate schedule (Attachment 3) for the contract extension. Amendments include:

- Performance Standard – Optional Service
- Insurance amendments
- Capitalized Terms
- Continuing Effect
- Counterparts

Approval of this resolution, with attached amendments and rate schedule, will extend the contract between the City of Hewitt and Allied Waste Systems Inc. d.b.a. Republic Services of Itasca for residential and commercial collection and disposal of solid waste and residential recycling as applicable. The contract will become effective July 1, 2024, and continue for five years, ending June 30, 2029.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

I move approval of **Resolution No. 2024-05** approving the contract extension, amendments, and rate schedule between the City of Hewitt and Allied Waste Systems Inc. d.b.a. Republic Services of Itasca for a term of five years, effective July 1, 2024 – June 30, 2029.

ATTACHMENTS:

1. 2024-05 Amended Solid Waste Contract Resolution
2. Allied Waste Systems / Republic Services Contract
3. Contract Amendment 2024
4. Hewitt Rate Schedule 2024

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS, EXTENDING THE CURRENT CONTRACT AND APPROVING AN AMENDMENT TO THE CONTRACT WITH AN AMENDED RATE SCHEDULE BETWEEN THE CITY OF HEWITT, TEXAS A MUNICIPAL CORPORATION OF McLENNAN COUNTY, TEXAS AND ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF ITASCA FOR REFUSE AND RECYCLABLE MATERIALS COLLECTION WITHIN THE CITY

WHEREAS, the City of Hewitt (“City) and Allied Waste Systems, Inc. d/b/a Republic Services of Itasca (“Contractor”) entered into a contract for Refuse Collection and Recycling services, dated May 14, 2019, and effective July 1, 2019, and

WHEREAS, the City and Contractor have agreed to modify certain contract terms, provided in the Amendment to Contract For Refuse and Recycling Collection attached as Attachment “3” and the Amended Rate Schedule, Attachment “4” (Amended ‘Exhibit “A”).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS THAT:

Section 1. The City Council hereby: (a) approves the extension to the contract between the City and Allied Waste Systems, Inc. d/b/a Republic Services of Itasca, in substantially the form attached hereto as Attachment”2” (the “Contract”), with the Amended Rate Schedule as Attachment “4”(Amended Exhibit “A”); and (b) authorizes the City Manager to execute the same on behalf of the City in a form approved by the City Attorney.

Section 2. If any section, paragraph, clause, or provision of this resolution shall be for any reason held invalid or unenforceable, the invalidity or unenforceable of such section, paragraph, clause or provision shall not affect any of the remaining issues of this resolution.

Section 3. This resolution shall take effect upon its approval by the City Council.

PASSED AND APPROVED this the 17th day of June 2024.

CITY OF HEWITT, TEXAS

Steve Fortenberry, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF HEWITT, Texas a Municipal Corporation of McLennan County, Texas, (hereinafter called "City") and Allied Waste Systems, Inc. d/b/a Republic Services of Itasca (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, City desires to procure Refuse and Recyclable Materials collection services; and

WHEREAS, Contractor agrees to provide Refuse and Recyclable Materials collection within the City and to perform such work as may be incidental thereto in accordance with the terms of this Contract.

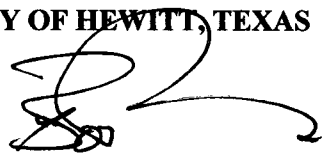
NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal service and Recyclable Materials collection as specified and to perform all of the work called for and described in the Contract Documents.
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
3. This Contract is entered into subject to the following conditions:
 - A. Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - B. Neither Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of Contractor.
 - C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
 - D. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

(Signatures on following page)

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

CITY OF HEWITT, TEXAS

By: 

Name: Bo Thomas

Title: City Manager

Date: 5-14-19

**ALLIED WASTE SYSTEMS, INC.
DBA Republic Services of Itasca**

By: 

Name: Richard A. Gutowicz

Title: GM

Date: 5-14-19

1.00 GRANT

Contractor shall be granted the right to provide refuse collection, removal and disposal services and the collection of recyclable materials for the Residential, Commercial and Industrial Units within the corporate limits of the City, as specified and described in the Contract. Further, Contractor is hereby granted a franchise, license and privilege within the city limits of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal service, and recycling collection as specified and to perform all of the work called for and described in the Contract. Contractor shall fund all implementation/conversion related costs.

2.00 DEFINITIONS

2.01 Apartment Garbage - Garbage or household trash generated by a multiple residential unit, including grass, leaves, tree and shrubbery trimmings, building materials, junk and dead animals, but excluding hazardous refuse.

2.02 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.

2.03 Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

2.04 Bin (Residential Recycling) - See Recycling Container.

2.05 Bulky Waste - Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

2.06 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding five feet in length, four inches in diameter, or 50 lbs. in weight.

2.07 City - City of Hewitt, Texas.

2.08 Commercial and Industrial Refuse - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

2.09 Commercial and Industrial Unit - All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

2.10 Commercial Garbage - Garbage or business trash generated by any commercial establishment, including grass, leaves, tree and shrubbery trimmings, building materials, junk, dead animals, or industrial waste, but excluding hazardous refuse.

2.11 Commercial Hand Collect Unit - A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.

2.12 Commodity - Material that can be sold in a spot or future market for processing and use or reuse.

2.13 Commodity Buyer - A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

2.14 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.

- 2.15 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.
- 2.16 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing document agreed to by the City and Contractor.
- 2.17 Contractor - The person, corporation, or partnership performing services under this contract.
- 2.18 Customer - An occupant of a Residential, Commercial or Industrial Unit who generates Refuse.
- 2.19 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.20 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer station, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- 2.21 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption'; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Unacceptable Waste.
- 2.22 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 2.23 Landfill - A facility used by Contractor where trash and Garbage are disposed of by burying between layers of earth.
- 2.24 Polycarts - A rubber-wheeled receptacle with a maximum capacity of 65 - 95 gallons constructed of plastic, metal or fiberglass, designed for automated or semi- automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.
- 2.25 Recyclable Materials – See Exhibit B.
- 2.26 Recycling - the reclamation of items of value found in household, apartment and commercial garbage for use and resale to primary and secondary markets.

2.27 Recycling Container - A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 65 gallons.

2.28 Refuse - Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse. Refuse does not include Unacceptable Waste.

2.29 Residential Refuse - All Garbage and Rubbish generated by a Customer at a Residential Unit.

2.30 Residential Unit - A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit and shall be billed separately for each Residential Unit.

2.31 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boot<;, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, Stable Matter, or Unacceptable Waste.

2.32 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.33 Unacceptable Waste - Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Vendor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

3.00 SCOPE OF WORK

3.01 Performance Standards

The work under this Contract shall consist of the items contained in the Performance Standards, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract. A copy of said Performance Standards is attached hereto as Exhibit "C" and made a part hereof for all purposes.

3.02 Acts of God

The work under this Contract does not include collection and disposal of any increased volume resulting from a flood, tornado, inclement weather, or similar or different Act of God over which contractor has no control. In the event of such a flood, tornado, inclement weather or similar or different Act of God, Contractor and the City will negotiate the payment to be made to Contractor. Further, if the City and Contractor reach such an agreement, then the City shall grant Contractor variances in routes and schedules as deemed necessary by the City Manager.

3.03 Recycling Commodities

Contractor shall provide and distribute an adequate number of 65 - 95 gallon polycarts to each home for collection of curbside recycling.

- a) The recycling crew will not be required to collect Recyclable Materials, which are mixed with garbage, trash and rubbish normally collected by sanitation crews.
- b) In the event that the market price for any one or all of the Recyclable Materials designated to be collected ("Acceptable Materials"), drops to the point that such material can no longer be sold or processed, Contractor will remove that item from the list of those items to be recycled and will notify residents of the same. Contractor will not have any obligations to dispose of Recyclable Materials other than by delivery to a Commodity Buyer.

4.00 **COLLECTION SERVICE**

4.01 Service Provided

- a) Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Polycarts shall be placed at curbside by 7:00 am on the designated collection day, but no earlier than the evening before the day of regularly scheduled collection.
- b) Contractor shall provide curbside collection service for the collection of Recyclable Materials from each Residential Unit every other week. Recycling polycarts shall be placed at the curbside by 7:00 am on the designated collection day.
- c) Contractor shall provide collection service for the collection of Refuse from Commercial Hand Collect Units as defined in Section 2.11 one (1) time per week. Polycarts shall be placed at curbside by 7:00 am on the designated collection day.
- d) Contractor shall provide Bin Collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. Contractor shall size containers and provide collection services necessary to meet the demand of commercial, industrial and multi-residential customers without allowing spillage from said containers, but shall honor customer's preference with regard to level of service.
- e) Contractor shall provide transportation of all collected refuse to the landfill site for disposal, which responsibility is solely that of the landfill operator.
- f) Contractor agrees to collect all municipal solid waste using refuse bags, receptacles, containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair, and good and clean appearance. Contractor agrees to provide a clearly visible identity and website address on each side of each collection vehicle. Contractor further agrees to use collection vehicles, which are water tight with a tight cover to prevent offensive odors from escaping and garbage from being scattered. Collection vehicles shall be twenty-eight (28) cubic yard size or smaller, so as to minimize damage to City streets.
- g) Contractor agrees to use safe and responsible collection methods and practices so as to prevent personal injury to its employees, customers and the public, as well as any damage to property. Notwithstanding the foregoing, Contractor shall not be responsible for damage to driving surfaces while providing services hereunder unless and to the extent caused by Contractor's negligence or misconduct.

4.02 Location of Polycarts, Bins, Containers, Bags and Bundles for Collection

a) Each Trash Polycart and Recycling Polycart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Polycarts 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, Polycarts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Polycart not so placed, or any Residential Refuse not in a Bag. Contractor agrees to collect scattered household garbage within a radius of five (5) feet from the street curb.

b) Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use. Each Bin shall be placed in an accessible, outside location on a pad according to individual agreement. Contractor may decline to collect Refuse in bins not so placed. Placement of bin and size/construction of concrete pad shall be such that the front wheels of collection vehicles shall rest entirely on the pad while bin is lifted and emptied.

5.00 COLLECTION OPERATION

5.01 Hours of Operation

a) Collection from Residential Units shall not start before 7:00 am or continue after dusk or 6:00 pm, whichever occurs first. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. It is the responsibility of Contractor to notify City of unusual circumstances.

b) Collection of Commercial and Industrial Refuse shall not start before 7:00 am if within 500 feet of a Residential Unit. All other Commercial and Industrial Refuse shall take place according to individual agreement.

c) Contractor shall provide commercial and apartment garbage collection on a scheduled basis, but shall collect garbage from customers disposing of perishable items (such as apartments and restaurants) at least weekly. Commercial establishments shall be offered at least commercial collection service and container options as needed. Contractor shall provide, as requested and paid for by construction and demolition contractors, use of an adequate number of on-site containers for loose debris, paper, building material waste, scrap building materials and other trash produced by those working on the site.

5.02 Routes of Collection

a) Residential Unit and Commercial collection routes shall be established by the Contractor with consultation from the city. Contractor shall submit a map designating the Residential Unit collection routes to the City upon request. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.

b) Commercial and Industrial Unit Collection routes shall be established by the Contractor and approved by City.

5.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Independence Day

Thanksgiving Day
Christmas Day
Labor Day
Memorial Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide Residential Refuse collection service at least once per week.

5.04 Complaints

- a) All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected on the next business day after the complaint is received.
- b) Contractor shall provide a monthly summary of all complaints and inquiries received from customers to the City Manager upon request. Said report shall include the customer's name, address, complaint/inquiry, investigation summary, and action taken by Contractor.

5.05 Collection Equipment

- a) Contractor shall provide adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and website address of Contractor.
- b) Contractor agrees to use hauling vehicles, which are water tight with a tight cover (or tarp on roll of containers) to prevent offensive odors from escaping and garbage from being scattered.
- c) Contractor shall assume all responsibility and liability for Refuse once collected and in transport to landfill. Contractor shall at no time assume responsibility and liability for Unacceptable Waste.

5.06 Office

- a) Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient toll-free telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday.
- b) Contractor shall designate a point of contact for communications between City and Contractor in the form of a primary and secondary corporate representative. Contractor shall also recognize and use a primary and secondary point of contact for City as designated by City for communications.
- c) Contractor agrees to communicate collection schedules to City customers by providing to the City holiday and after-hours telephone answering service via recorded message, or other method approved by City.

5.07 Hauling. All Refuse and Commodities hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented.

5.08 Delivery. All Commodities collected for delivery and sale by Contractor shall be hauled to a processing facility. The charge for delivery to the facility shall be included in the rate in the Proposal for each Residential Unit serviced by Contractor.

5.09 Disposal. All Refuse collected for disposal by Contractor shall be hauled to a Disposal Site.

5.10 Notification. City shall notify all Customers at Residential Units about complaint procedures, rate, and regulations for scheduled collection.

5.11 Point of Contact. All dealing, contact, etc., between Contractor and City shall be directed by Contractor to the City Manager or his/her designated Representative, and by City to Contractor's General Manager or his/her designated Representative.

6.00 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the City on the subject. Contractor shall be subject to all lawful exercise of the police power of the City and current and subsequent Code or Ordinances relating to collection and disposal of municipal solid waste, and shall enforce and comply with said Code of Ordinances in good faith. Contractor shall comply with, and finance compliance with, all current and future State and Federal laws regulating the collection and disposal of municipal solid waste for the term of any service contract with City.

7.00 EFFECTIVE DATE

The Contract shall become effective July 1, 2019.

8.00 TERM

The Contract shall be for a five (5) year period beginning on the effective date and ending five (5) years thereafter. The initial term of this Contract shall automatically be extended for successive five (5) year terms, unless either party notifies the other party in writing, not less than six (6) months prior to the expiration of the initial five (5) year term, or of any successive five (5) year term, of its intention to terminate the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

9.00 NONDISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin as required by State and Federal laws.

10.00 INDEMNITY

Contractor will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and attorneys' fees arising out of a willful or negligent act or omission of Contractor, its officer, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or arising out of a claim that the City was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the City.

11.00 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license with city which may be granted by a separate service contract) and promptly pay all taxes required by City, State, and other jurisdictions with applicable taxing authority.

12.00 INSURANCE

During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

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

Automobile Liability

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

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

13.00 BOND

13.01 Performance Bond

a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of \$375,000 with pro rata reduction over the term of the Agreement.

b) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond prior to the execution of the service contract.

c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in Texas, and shall be satisfactory to City.

13.02 Power of Attorney. Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

14.00 BASIS AND METHOD OF PAYMENT

14.01 Collection and Disposal Rates

a) The rate for collection services required to be performed pursuant to Section 4.01 (a), (b), (c) and (d) shall be the rates set forth in Exhibit "A", attached hereto and made a part hereof, subject to adjustment in accordance with Section 14.02.

b) For special collection provided by Contractor, the charges are to be negotiated between Contractor and Customer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

c) The Refuse collection charges provided by Sections 14.01 (a) - (d) shall include all disposal costs.

14.02 Modification to Rates

- a) **Annual Rate Adjustments.** Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
- b) **Additional Rate Modification Terms for Recycling Services Rates.** The rates for Recycling Services to the residential customer shall consist of a Monthly Collection fee plus the Recycling Processing Fee as set forth on Exhibit A. The "Processing Charge" means the current rate the recycle facility charges to process Recyclable Materials.
- c) **Annual Recycling Adjustment.** In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Republic may evaluate, and adjust if needed, the Recycling Processing Fee based on any changes in Processing Charge from the recycle facility. The Recycling Processing Charge over the most recent twelve month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. The CITY may discontinue recycling services with the CONTRACTOR at the CITY's sole discretion.

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

14.03 **City to Act as Collector for Residential Units.** City shall submit statements to and collect from all Residential units for service provided by Contractor pursuant to Section 4.01.

14.04 **Contractor to Act as Collector for Commercial and Industrial Units.**

14.05 **Contractor Billings to City -** Contractor shall bill City for service rendered to Residential Units within thirty (30) days following the end of the month and City shall pay Contractor on or before the 30th day following the receipt of the invoice. Such billing and payment shall be based on the price rates and schedules set forth in Exhibit A. Contractor shall be entitled to payment for all services rendered to Residential Units irrespective of whether or not City collects from the customer for such service, less ten (10) percent franchise fee. Contractor shall remit ten (10) percent from billing for all Commercial and Industrial Units each month.

14.06 **Delinquent and Closed Accounts**

a) Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by City. Upon further notification by City, Contractor shall resume Refuse collection on the next regularly scheduled collection day. City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from Contractor's discontinuing service at any location at the direction of City.

b) Contractor shall have the right to discontinue Refuse collection service at any Commercial or Industrial Unit delinquent in its payments.

15.00 FRANCHISE FEE

Contractor shall pay to City ten percent (10%) of all amounts received by the Contractor for all Residential, Bin Type Commercial, and Industrial Refuse collection and disposal services provided pursuant to this Contract.

16.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.

17.00 EXCLUSIVE CONTRACT

Contractor shall have the sole franchise, license and privilege to provide Refuse collection and removal and Recycling collection within the corporate limits of City. Contractor shall at all times have the right to

first refusal to the collection of Dead Animals and Hazardous Waste from Residential, Commercial Hand Collect, Commercial and Industrial Units.

18.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to Unacceptable Waste shall at no time pass to Contractor.

19.00 BOOKS AND RECORDS

City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice; provided, however, City may not inspect or audit any books and records pertaining to the cost of Contractor's operations, except to the extent pertaining to increases in the fees which may be charged by Contractor under Section 14.02.

20.00 TERMINATION FOR CAUSE

If at any time either party shall fail to substantially perform terms, covenants or conditions herein set forth, the nonbreaching party shall notify the other party by registered or certified mail at the address set forth herein of specific reasons in support of its' claim that the breaching party has substantially breached the terms and provisions of this Contract. The party allegedly in breach shall be allowed a thirty (30) day period from the date of receipt of said notice to remedy any failure to perform.

Should either party fail to remedy its performance, after a hearing described herein, the nonbreaching party may terminate this Contract and the rights and privileges granted herein. In the case of a breach by the Contractor, should City deem the failure to perform remedied, no hearing shall be held. Otherwise, a notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

21.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respect party of the address set forth below:

If to the City, at:

City of Hewitt
200 Patriot Court
P.O. Box 610
Hewitt, Texas 76643-0610
Attn: City Manager

If to the Contractor, at:

Republic Services
2559 FM 66
Itasca, Texas 76055
Attn: General Manager

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

22.00 APPROVAL

This Contract shall not be considered fully executed nor performable on City or Contractor until the same shall have been executed by Contractor, the City Manager and the City Secretary.

23.00 AMENDMENT

All provisions of this Contract shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of both parties. No amendment shall be construed to release either party from any obligation under this Contract except as specifically provided for in such amendment.

24.00 FREE HAULS AND DUMPSTERS

Contractor shall provide commercial type dumpsters and collect and dispose of municipal solid waste generated from City facilities and up to five (5) City sponsored events at Contractor's sole expense. Contractor shall provide, at no cost to the City, two (2) 30-yard containers and eight (8) 30-yard roll-off hauls each month (or the equivalent volume using residential trucks). All hauls over eight (8) will be at \$200.00 per haul.

25.00 RECYCLING

Recycling Services will be providing service in accordance with the specifications in Exhibit B, attached hereto.

EXHIBIT A
RATE SCHEDULE

Residential

Once per week REFUSE collection with polycart	\$ 12.26
Twice per month RECYCLE collection with polycart*	\$ 4.00
Total charge to resident/per month	\$ 16.26
Additional polycart/ per month	\$ 4.67

*Monthly recycle rate above consists of \$1.06 collection fee + \$2.94 processing fee

Commercial Hand Collection

Once per week REFUSE collection with 2 polycarts	\$ 16.41
Additional polycart/per month	\$ 4.67

Front Load Containers

SIZE	1X week	2X week	3X week	4X week	5X week	Extra
2 yard	84.17	149.59	215.08	280.44	345.85	47.56
3 yard	94.68	165.65	240.25	313.04	385.86	47.56
4 yard	102.05	180.97	262.40	342.59	422.74	55.49
6 yard	123.06	217.98	312.91	407.82	502.78	63.43
8 yard	145.61	255.33	379.26	474.69	584.35	63.43

Casters: \$ 32.86

Locks: \$13.16

Extra
Yardage: \$25.00/ yd.

Roll Off Containers

SIZE	TYPE	Delivery/ Relocate	Washout	Rent Day	Haul Rate Load	Deposit Container
20 yard	Open Top	131.50	150.00	3.80	475.24	262.99
30 yard	Open Top	131.50	150.00	3.80	556.98	262.99
40 yard	Open Top	131.50	150.00	3.80	602.40	262.99
30 yard	Compactor	Negotiable	175.00	Negotiable	610.00	n/a
35 yard	Compactor	Negotiable	175.00	Negotiable	616.24	n/a
40/42 yard	Compactor	Negotiable	175.00	Negotiable	622.47	n/a

FRANCHISE FEE 10%

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

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

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

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

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection. City shall pay Company per Unit for the collection of Recyclable Materials from [Residential Units and Small Commercial Units]. City’s Collection rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection rate is subject to Rate Adjustments as set forth in Section 14 of the Agreement.

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

5. Reporting. Company will provide City with a report upon the city’s request detailing the total tons of Recyclable Material received from the City for the requested time period.

6. Changes in Market Conditions. If market conditions develop that limit or inhibit what materials are considered Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

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

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.

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

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

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

EXHIBIT C
PERFORMANCE STANDARDS

I. Residential and Commercial Hand Collection

- A. Schedule: Once weekly.
- B. Hours of Operation: 7:00 a.m.- 6:00 p.m.
- C. Placement: Curbside
- D. Approved Containers: 95 gallon carts provided by Republic Services
- E. Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others by inadequate containers will be the residents' responsibility, but will be worked out to satisfaction of the City.
- F. Brush and Bulky Item Collection
 - 1. Large amounts will be collected after regular collection is completed. Residents will be charged at the rate of \$1.50 per minute for time spent on collection. Minimum charge will be \$15.00. Only those residents calling Contractor's dispatch office to request collection will be scheduled. No drive time will be charged to residents.
 - 2. The U.S. Environmental Protection Agency prohibits the disposal of "white goods" containing chlorofluorocarbon refrigerants "CFC's" (Freon). These items will not be collected without a certificate of removal of the CFC's. This includes items such as refrigerators, freezers, air conditioners, etc.
 - 3. Commercial construction debris will not be collected from Residential Units, including dirt, concrete, rock or sand.
- G. Commercial Hand Collection: Customers with an average weekly volume exceeding 1.5 cubic yards will use container service unless there are extraordinary circumstances. Any dispute in average weekly volume will be submitted to City officials for decisions.

II. Residential Recycling

- A. Schedule: Once every other week.
- B. Approved Containers: 65 to 95-gallon polycart

III. Commercial and Industrial Container Collection

- A. Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 8 cu. yd., 20 cu. yd., 30 cu. yd., 40 cu. yd.
- B. Schedules Available: As per individual agreement.
- C. Hours of Operation: 7:00 a.m. - Completion.
- D. New Service: Requests for new service will be filled within seven (7) working days.

- E. Extra Collections: if notified by 10:00 a.m. of service day, extra pickups will be performed that day. After 10:00 a.m., Contractor will attempt to make the pickup that day. If unable, it will be made the following service day. There is a charge for extra pickups and refills.
- F. Blocked Containers: If access to a container is blocked, the driver will radio the dispatcher. A call will be placed to the customer describing the obstruction. The driver will wait until the customer is contacted and the obstruction cleared. If not cleared within fifteen minutes, the driver will proceed on route. Customer may call in for an extra pickup, if desired, when access is clear.
- G. Overfilled Containers: Containers will not be emptied if a safety hazard exists. Customer will be contacted to remove excess. The pickup will be rescheduled when excess refuse has been removed.
- H. Container Maintenance: Containers that have been damaged will be exchanged or repaired within seven (7) working days of notification. If the damage is not due to Contractor's servicing, or a defect in materials and workmanship, a fee will be charged to the customer. The amount will depend on the repairs needed. All containers will be exchanged at reasonable intervals to maintain a good appearance considering type of refuse generated, normal wear and weathering. If an unsightly condition develops due to fire, paint or other causes beyond Contractor's control, the container will be exchanged upon the request of the customer. A maximum of \$60.00 for refurbishing will be charged.
- I. Gates and Enclosures: Assistance will be requested for opening and closing gates at those locations, which desire to place containers in enclosures. If customer is unwilling to open and shut gates, an additional charge of \$5.00 per month per container times the number of pickups per week will be added.
- J. Odor and Insect Control: The customer will be responsible for odor and insect control in and around containers.
- K. Non-Payment: Customers will be notified in writing when 30 days past due. If unpaid after 45 days, customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the utility department. If a customer is suspended twice, a deposit in the amount of one month's average billing will be required to re-establish service. The deposit will be refunded after one year of prompt payments by customers.

Performance Bond

Bond No: 401109

KNOW ALL MEN BY THESE PRESENTS, that we Allied Waste Systems, Inc. dba Republic Services of Itasca, the Principal, and Ohio Indemnity Company, 250 East Broad Street, 7th Floor, Columbus, OH 43215, the Surety, are held and firmly bound unto the City of Hewitt, the Obligee, in the penal sum of Three Hundred Seventy Five Thousand Dollars and 00/100 Dollars (\$375,000.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for the Refuse and Recyclable Materials Collection Services with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten not withstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning July 1, 2019 and ending June 30, 2020.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any, to subsequently declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety pursuant to this bond unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

OHIO INDEMNITY COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

POWER NO. 401109

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint:

Timothy S. Buhite, Debbie Lindstrom, Jamie Stroh, Scott Alderman, John Drummey, Jr.,
Amber Engel, Peggy A. Firth, Brandi Heinbaugh, and Kathleen M. Mitchell

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000). This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 27th day of April 2018:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 11th day of July 2018.



OHIO INDEMNITY COMPANY

BY: John S. Sokol
John S. Sokol, President

BY: Stephen J. Toth
Stephen J. Toth, Vice President

Notary Public)
State of Ohio)

SS:

On this 11th day of July, 2018, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SHERRY E. LAMPINEN
Notary Public, State of Ohio
My Commission Expires
01-06-2020

BY: Sherry E. Lampinen
Sherry E. Lampinen, Notary Public
My Commission Expires 01/06/2020

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 31st day of May, 2019

BY: Matthew C. Nolan
Matthew C. Nolan, Secretary



POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints USI INSURANCE SERVICES NATIONAL, INC., acting through and by any one of Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Brandi Heinbaugh, Amber Engel, Jamie Stroh, Holly E. Ulfers, Katie Snider, or Roxana Palacios its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

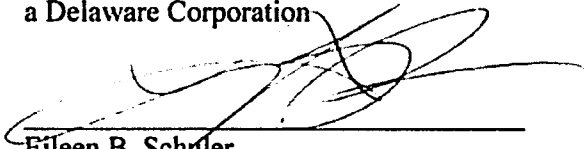
1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever USI INSURANCE SERVICES NATIONAL, INC. shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this, 2 day of January 2019 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

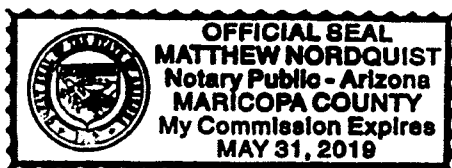
REPUBLIC SERVICES, INC.,
a Delaware Corporation

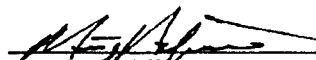

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 2nd day of JANUARY, 2019 by Eileen B. Schuler, Assistant Secretary.




Notary Public

Signed, sealed and executed this 31st day of May, 2019.

Allied Waste Systems, Inc. dba Republic Services of Itasca
Principal

Ohio Indemnity Company
Surety

By: Brandi Heinbaugh
Brandi Heinbaugh Attorney-in-Fact Title
(Corporate Seal)

By: Timothy S. Buhite
Timothy S. Buhite Attorney-In-Fact
(Corporate Seal)

Witness: Jamie Stroh
Jamie Stroh

Witness: Peggy A. Pirth
Peggy A. Pirth

USI Insurance Services Nat'l
PO Box 62949 * Virginia Beach, VA 23466

-----INVOICE-----

Republic Services, Inc
18500 North Allied Way
Phoenix, AZ 85054

Invoice Date 05/31/2019
Invoice No. 401109
Bill-To Code REPUBSER
Client Code REPUBSER
Inv Order No.
Payment Due
Amount Remitted: \$

Named Insured: Republic Services, Inc

Please return this portion with your payment.

Make checks payable to: USI Insurance Services Nat'l

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/19	07/01/19 to 06/30/20	Performance Bond for City of Hewitt Policy No. 401109	\$1,688.00
Paid In Full			
		Invoice Number: 401109	Amount Due \$1,688.00
*Premiums Due and Payable on Effective Date			

CONTINUATION CERTIFICATE

The Ohio Indemnity Company (hereinafter called the Surety) hereby continues in force its Bond No. 401109 in the sum of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) Dollars, on behalf of Allied Waste Systems, Inc. dba Republic Services of Itasca

in favor of City of Hewitt

subject to all the conditions and terms thereof through June 30, 2022 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 21 day of April, 2021.

Ohio Indemnity Company
Surety

By: Debbie Lindstrom
Debbie Lindstrom Attorney-in-Fact

OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

DOCUMENT NO. **3926**

POWER NO. 401109

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint:

Timothy S. Buhite, Debbie Lindstrom, Jamie Armfield, Scott Alderman,
Amber Engel, Holly E. Ulfers, Katie Snider, Roxana Palacios, Peggy A. Firth, and Kathleen M. Mitchell

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000). This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 27th day of April 2018:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time. FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 17th day of January 2020.

OHIO INDEMNITY COMPANY



BY:

John S. Sokol
John S. Sokol, President

BY:

Stephen J. Toth
Stephen J. Toth, Vice President

Notary Public
State of Ohio

On this 17th day of January, 2020, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SHERRY E. LAMPINEN
Notary Public
State of Ohio
Commission Exp. Date JAN. 08, 2025

BY:

Sherry E. Lampinen
Sherry E. Lampinen, Notary Public
My Commission Expires 01/06/2025

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 21st day of April, 2021.

BY:

Matthew C. Nolan
Matthew C. Nolan, Secretary



CONTINUATION CERTIFICATE

The Ohio Indemnity Company (hereinafter called the Surety) hereby continues in force its Bond No. 401109 in the sum of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) Dollars, on behalf of Allied Waste Systems, Inc. dba Republic Services of Itasca in favor of City of Hewitt for Refuse and Recyclable Materials Collection Services subject to all the conditions and terms thereof through 30th Day of June, 2023 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 27th Day of May, 2022.

Ohio Indemnity Company

Surety

BY:



Debbie Lindstrom, Attorney-in-Fact

**OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY**

POWER NO. 401109

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint:

Timothy S. Buhite, Debbie Lindstrom, Jamie Armfield, Scott Alderman,
Amber Engel, Holly E. Ulfers, Katie Snider, Roxana Palacios, Peggy A. Firth, and Kathleen M. Mitchell

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000). This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 27th day of April 2018:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time. FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 17th day of January 2020.

OHIO INDEMNITY COMPANY



BY: John S. Sokol
John S. Sokol, President

BY: Stephen J. Toth
Stephen J. Toth, Vice President

Notary Public)
State of Ohio)

SS:

On this 17th day of January, 2020, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SHERRY E. LAMPINEN
Notary Public
State of Ohio
Commission Exp. Date JAN. 06, 2025

BY: Sherry E. Lampinen
Sherry E. Lampinen, Notary Public
My Commission Expires 01/06/2025

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 27th day of May, 2022.

BY: Matthew C. Nolan
Matthew C. Nolan, Secretary



AMENDMENT TO CONTRACT FOR REFUSE AND RECYCLING MATERIAL COLLECTION

This Amendment to the Contract for Citywide Refuse Collection and Recycling Services between the City of Hewitt, TX and Allied Waste Systems, Inc. dba Republic Services of Itasca. ("Amendment") is entered into as of June ___, 2024 ("Effective Date").

Recitals

A. City of Hewitt, Texas ("City"), and Allied Waste Systems, Inc. dba Republic Services of Itasca ("Contractor") entered into that certain Contract for Refuse Collection and Recycling Services, dated May 14, 2019, and effective July 1, 2019 (the "Agreement").

B. City and Contractor have now agreed to modify certain terms of the Agreement as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Performance Standard.** Exhibit C, Section I(F)(1). This provision 1 is hereby deleted in its entirety and replaced with the following:

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Contractor and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$80.00 per collection for one truck hopper full of waste. Contractor will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

2. Insurance. Section 12. This Section is hereby deleted in its entirety and replaced with the following:

12.00 INSURANCE

During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation, or other state-approved program

Coverage A

Statutory

Coverage B - Employers Liability, or other state-approved program

\$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined - Single Limit

\$3,000,000

Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Pollution Liability Endorsement

MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage

\$2,500,000 each occurrence

Combined - Single Limit

\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least A- and a financial size category of at least VII. Upon City's request, Company shall furnish City with an ACORD 25 certificate of insurance evidencing that such coverage is in effect. Such certificate shall be supplemented with applicable blanket-form notice of cancellation endorsements to provide for thirty (30) days prior written notice of cancellation to the City, list the City as an additional insured on page two of the certificate, and the certificate shall be supplemented with waiver s of subrogation blanket-form endorsements in favor of the City (excluding Worker's Compensation policy, or other state-approved program) except with respect to the sole negligence or willful misconduct of City.

3. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

4. **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. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

City of Hewitt, Texas:

**Allied Waste Systems, Inc. dba Republic Services
of Itasca**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY OF HEWITT

AMENDED "EXHIBIT A"

RATE SCHEDULE

Residential

Once per week REFUSE with polycart	\$ 15.78
Twice per month RECYCLE with polycart	\$ 5.14
Total charge to resident/per month	<u>\$ 20.92</u>
Additional polycart/per month	\$ 5.82

Commercial Hand Collection

Once per week REFUSE collection with 2 polycarts	\$ 20.16
Additional polycart/per month	\$ 5.82

Commercial Front Load Service						
Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 107.21	\$ 190.55	\$ 273.96	\$ 357.23	\$ 440.55	\$ 60.58
3 yard	\$ 120.61	\$ 211.01	\$ 306.03	\$ 398.76	\$ 491.52	\$ 60.58
4 yard	\$ 129.99	\$ 230.51	\$ 334.26	\$ 436.40	\$ 538.49	\$ 70.68
6 yard	\$ 156.77	\$ 277.67	\$ 398.59	\$ 519.50	\$ 640.45	\$ 80.81
8 yard	\$ 185.48	\$ 325.26	\$ 483.12	\$ 604.68	\$ 744.37	\$ 80.81

Casters: \$39.55

Locks: \$15.85

Delivery, Removal or Relocate: \$33.69

Extra Yardage (per yard): \$31.14

Roll Off Containers						
SIZE	Delivery / Relocate	Washout	Rent		Haul Rate/Load	Deposit/ Container
			Month	Day		
20 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 687.54	\$ 843.58
30 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 805.79	\$ 961.83
40 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 871.52	\$ 1,027.56
Residential Purposes (not residential developments)						
20 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 550.03	\$ 706.07
30 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 644.63	\$ 706.07
40 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 697.22	\$ 706.07

COMPACTORS						
SIZE	Delivery / Relocate	Washout	Rent		Haul Rate/Load	Deposit/ Container
			Month	Day		
30 yard Compactor	Negotiable	\$ 207.64	Negotiable	Negotiable	\$ 882.51	Negotiable
35 yard Compactor	Negotiable	\$ 207.64	Negotiable	Negotiable	\$ 891.53	Negotiable
40/42 yard Compactor	Negotiable	\$ 207.64	Negotiable	Negotiable	\$ 900.54	Negotiable
Construction and Demolition Waste Haul						
20 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 722.28	\$ 878.32
30 yard Open Top	\$ 156.04	\$ 178.00	\$ 137.18	\$ 4.51	\$ 808.24	\$ 964.28
Construction and Demolition Waste Hauls with concrete				\$ 100.00	per ton	

FRANCHISE FEE 10.0%

Effective 07/01/24



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 9.

SUBMITTED BY: Bo Thomas , City Manager

ITEM DESCRIPTION:

Discussion and possible action to provide staff direction on wastewater flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment Plant.

STAFF RECOMMENDATION/ITEM SUMMARY:

The staff presented options for the Council to consider at the previous two Council meetings regarding the flows and capacity demands between the Central Wastewater Treatment Plant and the Bullhide Wastewater Treatment Plant. This item is being brought before you so the Council can provide staff direction.

FISCAL IMPACT:

Amount Budgeted -
Line Item in Budget -

SUGGESTED MOTION:

I move staff to pursue the option of directing more flows to the _____ Wastewater Treatment Plant.

ATTACHMENTS:

None



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 17, 2024

AGENDA ITEM #: 10.

SUBMITTED BY: Bo Thomas , City Manager

ITEM DESCRIPTION:

Briefing and discussion concerning Council priorities for budget preparation.

STAFF RECOMMENDATION/ITEM SUMMARY:

City Council has received updates to the Five-Year Strategic Plan. Staff will begin justifying, developing, and preparing the FY24-25 Operating and Capital Budget. This is just an opportunity for the Council to provide input regarding priorities for creating a proposed budget.

FISCAL IMPACT:

Amount Budgeted - N/A

Line Item in Budget - N/A

SUGGESTED MOTION:

No action required.

ATTACHMENTS:

None