

ORDINANCE NO. 1014-03-14

AN ORDINANCE AMENDING ORDINANCE NO. 932-05-10 “AWARDING AN EXCLUSIVE FRANCHISE CONTRACT WITHIN THE CITY OF HONDO, MEDINA COUNTY, TEXAS, TO ALAMO1, FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND INDUSTRIAL SOLID WASTE”, SECTION 2 “TERM OF CONTRACT” TO ESTABLISH AN AUTOMATIC EXTENSION TERM; SECTION 7 (a)(6) “SERVICES REQUIRED OF CONTRACTOR” WITH RESPECT TO TWICE ANNUAL COLLECTION (CLEAN-UP) TO REMOVE RESIDENTIAL ALLEY COLLECTION AND TO ESTABLISH A MAXIMUM COLLECTION AMOUNT PER PARTICIPATING RESIDENT; SECTION 7 (f)(1) TO CLARIFY CPI ADJUSTMENT CALCULATION; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDED CONTRACT PROVISIONS FOR THE CITY.

WHEREAS, City entered into a solid waste disposal contract with Alamo 1, pursuant to Ordinance No. 932-05-10.

WHEREAS, the relevant portion of Ordinance 932-05-10 needs to be amended to clarify and stipulate an automatic extension term.

WHEREAS, in order to curtail the collection by contractor of unreasonable amounts of construction debris and bulky items not contemplated by the contract for each participating resident, the City has determined that it is necessary to establish a reasonable collection maximum for each participating resident.

WHEREAS, the current adjustment for the Consumer Price Index (“CPI”) calculation in the contract is unclear and a clarification is needed.

WHEREAS, the City Council of the City of Hondo has determined that it is in the best interests of the citizens of the City of Hondo and would promote and protect the public health, safety and general welfare of the inhabitants of the City of Hondo to amend the contract with Alamo1 for the reasons provided above.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HONDO:

Ordinance No. 932-05-10 is amended as follows:

2. **Term of Contract:** The initial term of this Contract will be for four (4) years and six (6) months from the expiration of the existing contract which is incorporated by reference as the contract approved by the City as Ordinance No. 875-03-07, and terminating on September 30, 2015; provided, however, this Contract shall be automatically EXTENDED after the above-referenced termination date for one three (3) year term with an automatic (1) year successive term unless either party gives the other party written notice of termination at least one hundred twenty (120) days prior to September 30th of each year.

7. **Services Required of Contractor:**

a. **Residential Service**

6) Twice annually, Contractor shall provide for the curbside collection of construction debris and bulky items as defined in this Contract. Contractor will be responsible for

public notification of collection schedule and items to be collected. Contractor will coordinate this service with City and provide City with a two-week written notice. The Contractor will be responsible for collecting a maximum of 4-cubic yards of volume of construction debris and bulky items as defined in this Contract for each participating resident.

- f. (1) The fees which may be charged by the Contractor for subsequent years after the initial eighteen (18) month term Contract shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (U) for All Urban Consumers, All U.S. City Average, All Items, as published by the U.S. Department of Labor Bureau of Labor Statistics using the changes in the twelve month period March to March. The Monthly Customer Service charge shall be subject to an annual review to ensure revenues offset costs.

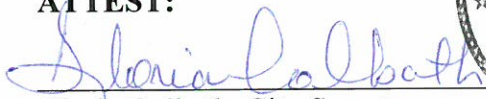
PASSED AND APPROVED by the City Council of the City of Hondo this 10th day of March, 2014.



JAMES W. DANNER, MAYOR



ATTEST:



Gloria Colbath, City Secretary