

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT AND WAIVER OF CLAIMS IMPLEMENTING THE TERMS OF A SETTLEMENT REGARDING A CLAIM FOR BREACH OF CONTRACT OF A SOLID WASTE DISPOSAL CONTRACT DATED OCTOBER 1, 2022 BETWEEN RHINO REMOVAL, LLC AND THE CITY OF DENTON, EXECUTED BY ORDINANCES 22-1558 AND 23-1994, AS AMENDED ON NOVEMBER 7, 2023; AND DIRECTING THE CITY MANAGER OR DESIGNEE AND THE CITY'S ATTORNEYS TO EFFECTUATE AS NECESSARY AND APPROPRIATE THE TERMS OF A SETTLEMENT AGREEMENT AND RELEASE TO EFFECTUATE THIS APPROVAL; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby ratifies and approves the proposed settlement of a claim for breach of contract of a Solid Waste Disposal Contract dated October 1, 2022 between Rhino Removal, LLC and the City of Denton, executed by Ordinances 22-1558 and 23-1994, as amended on November 7, 2023, under terms set forth in the attached Settlement Agreement and Waiver of Claims.

SECTION 2. The City Manager or designee and the City's Attorneys are hereby authorized to act on the City's behalf in approving and executing any and all documents necessary or appropriate to effectuate the terms of the settlement, and to take other actions necessary to finalize the settlement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Devin Q. Alexander*

EXHIBIT "A"

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND WAIVER OF CLAIMS

This Settlement Agreement and Waiver of Claims is hereby entered into between the City of Denton ("Releasor") and Rhino Removal, LLC, NTX Waste Pros, LLC and their respective affiliates, agents, employees, officers, directors, attorneys, lenders, creditors, insurers, successors, assigns, owners, members, shareholders, and stockholders ("Releasees"). All of the foregoing may hereinafter sometimes collectively be referred to as the "Parties."

WHEREAS, Releasor asserts claims for breach of contract regarding a Solid Waste Disposal Contract dated October 1, 2022 between Rhino Removal, LLC and Releasor, executed by Ordinances 22-1558 and 23-1994, as amended on November 7, 2023, a copy of which is attached as Attachment A (the "Disposal Contract").

WHEREAS, Releasees have denied and continued to deny all liability in connection with the claims of Releasor set forth and described above;

WHEREAS, The City of Denton warrants and represents that it is the sole owner of the claims and causes of action asserted and such claims have not been further assigned, sold, pledged, or otherwise encumbered in any way.

WHEREAS, bona fide disputes and controversies exist between the Parties to this Agreement. Because of these disputes and controversies, the Parties desire to settle and waive all claims or causes of action of any kind whatsoever that the Parties presently have or may have in the future, whether asserted or not asserted, arising out of or related to the Disposal Contract. It is intended that the full terms and conditions of this Settlement Agreement and Waiver of Claims are set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the resolution between the Parties of all matters related to the Disposal Contract, and the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. PAYMENT:

- a. In consideration of the Release and Discharge set forth above, Releasees agree to pay to Releasors the sum of Thirty Thousand Dollars and no cents (\$30,000.00). Payment shall be made on or before twenty-one (21) days after receipt of a fully executed copy of this agreement with payment addressed as follows:

**City of Denton
215 E. McKinney
Denton, TX 76201**

2. WAIVER OF CLAIMS

- a. For and in consideration of the above-named payment, the receipt of

which is hereby acknowledged and confessed, Releasor does, for itself, its agents, successors, and assigns hereby and forever irrevocably release and waive any and all claims, demands, controversies, actions, or causes of action of whatever kind or character, whether asserted or unasserted, known or unknown, against Releasees arising from or under or relating in any way to the Disposal Contract.

- b. Moreover, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Releasor hereby irrevocably and finally settles, fully releases, forever discharges, and waives any and all claims, demands, controversies, actions, or causes of action of whatever kind or character, whether asserted or unasserted, known or unknown, which Releasor may now have, may have had at any time heretofore, or may have at any time hereafter against Releasees arising from or under or relating in any way to the Disposal Contract.
- c. Nothing herein should be construed to release any claims to enforce this Agreement or any damages available caused by the failure to comply with this Agreement or the breach of any warranties contained herein.

3. COMPREHENSION OF AGREEMENT:

The Parties hereto acknowledge that they have read and understand the effect of the above and foregoing Settlement Agreement and Waiver of Claims and will execute the same of their own free will and accord for the purposes and consideration set forth herein.

4. NON-ADMISSION OF LIABILITY:

The Parties hereto further agree that the agreements contained herein, and the consideration transferred hereto, are in compromise and settlement of disputed claims and to avoid further litigation, and any payments made, or releases given are not intended and shall not be construed as an admission of liability on the part of any Party to this Agreement or any other person, firm or corporation allegedly responsible for the disputed claim.

5. CHOICE OF LAW:

The Parties hereto further agree that this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas and within the County of Denton.

6. CONFIDENTIALITY AGREEMENT:

- a. The Parties agree that neither they nor their attorneys will disclose the terms of this settlement, including specifically the dollar amount of the consideration paid, except as required by law, fiduciary obligation, or in response to requests from governmental agencies.
- b. Nothing contained in this paragraph shall prohibit any party from disclosing the terms of this Agreement to its insurers, accountants, or attorneys. In addition, the Parties hereto are authorized to make disclosures of such portions of this Agreement:
 - i. As may be required or necessary by any state or federal agency or regulatory authority;
 - ii. Any applicable law or statute;
 - iii. As may be required or necessary in any litigation seeking enforcement of or damages for breach of this Agreement; and/or
 - iv. Pursuant to any court Order or directive.


7. ENTIRETY OF AGREEMENT:

The Parties further agree that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement; that no oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist; and that this Agreement cannot be orally modified or terminated. Non-signatory Releasees are third party beneficiaries under this Agreement.

THE UNDERSIGNED has read the foregoing Settlement Agreement and Waiver of Claims, and fully understand and approve of such Agreement.

Rhino Removal, LLC:

Date: 03/10/2025


Jave Pavelka, President
Rhino Removal, LLC

STATE OF TEXAS §
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COUNTY OF Dallas §

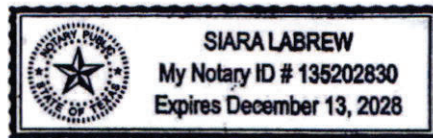
This instrument was acknowledged before me on the 10th day of March, 2025, by Jake Pavelka, on behalf of Rhino Removal, LLC.

Siara Labrew
Notary Public in and for the State of Texas

Affix Seal Here

APPROVED AS TO LEGAL FORM

John S. Tsai



BY: 
Attorney
Rhino Removal, LLC

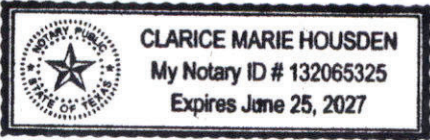
City of Denton:

Date: 03.13.2025

Sara Hensley
Sara Hensley, City Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 13th day of March, 2025, by Sara Hensley, City Manager of the City of Denton, by and on behalf of the City.



Clarice Housden
Notary Public in and for the State of Texas

Affix Seal Here

APPROVED AS TO LEGAL FORM
MACK REINWAND. CITY ATTORNEY

BY: Devin Q. Alexander
Devin Q. Alexander

ATTACHMENT A

ORDINANCE NO. 22-1558

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RHINO REMOVAL LLC, PROVIDING FOR A GUARANTEED VOLUME CONTRACT FOR THE LANDFILL; AND PROVIDING AN EFFECTIVE DATE (FILE #8005 AWARDED TO RHINO REMOVAL LLC FOR A TERM OF TWO (2) YEARS BEGINNING OCTOBER 1, 2022, WITH NO RENEWALS OR EXTENSIONS).

WHEREAS, the City Council of the City of Denton desires that the City of Denton Landfill receive predictable tonnages of solid waste for both revenue and management purposes; and

WHEREAS, on April 15, 2022, the City of Denton Issued a Notice of Intent to Award Waste Hauler Contracts (#8005) for the coming fiscal year beginning October 1, 2022 and extending to September 31, 2024; and

WHEREAS, the Contractor is willing to guarantee delivery of a specified annual tonnage of solid waste in consideration of a discounted disposal charge and make payment based on the guaranteed tonnage regardless of the actual amount of solid waste delivered; and

WHEREAS, consistent with the implementation of the City of Denton's Comprehensive Solid Waste Management Strategy, the City desires to drive and promote waste diversion from the landfill through programmatic recycling; and

WHEREAS, the City of Denton has determined that this contract is in the public interest.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Council of the City of Denton hereby approves the contract attached hereto for guaranteed tonnage to be delivered to the Landfill.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute the contract and to carry out the duties and responsibilities of the City as provided in the Contract.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Chris Watts
and seconded by Alison Maguire; the ordinance was passed and

approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Vicki Byrd, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>
Alison Maguire, District 4:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brandon Chase McGee, At Large Place 5:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chris Watts, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 20th day of September, 2022.



GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 



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11/10/10 11/10/10



11/10/10

STATE OF TEXAS

§

SOLID WASTE DISPOSAL CONTRACT

§

COUNTY OF DENTON

§

This contract is by and between the City of Denton, a Texas municipal corporation ("City") and Rhino Removal LLC with its principal address at 3575 Lone Star Circle #303 Fort Worth, Texas 76177, ("Contractor" or "Rhino Removal"), effective as of October 1, 2022 ("Contract").

WHEREAS, City desires that the City of Denton Landfill ("Landfill") receive predictable tonnages of Solid Waste (as described in Section 5 below) for both revenue and management purposes; and

WHEREAS, Contractor is willing to guarantee delivery of a specified annual tonnage of Solid Waste in consideration of a discounted disposal charge, and to promise to bring tonnage to the landfill and make payment based on the guaranteed tonnage regardless of the actual amount of Solid Waste delivered; and

WHEREAS, City has determined that this Contract is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, City and Contractor agree to the following terms and conditions:

- 1. Administration.** This Contract shall be administered on behalf of City by its Director of Solid Waste or the Director's designee (hereinafter called the "Director"), and on behalf of Contractor by its duly authorized officer or employee Jake Pavelka, President of Rhino Removal, LLC.
- 2. Contract Year** means any period during the Contract beginning on October 1 and ending on September 30 of the following year.
- 3. Delivery of Acceptable Solid Waste.** Contractor agrees and guarantees that it will deliver to Landfill Acceptable Solid Waste in the following tonnage for each year of the Contract ("Guaranteed Annual Tonnage") and City agrees to accept all such Acceptable Solid Waste at the Landfill:

Contract Year	Guaranteed Annual Tonnage
FY 2022-2023	30,000
FY 2023-2024	30,000

4. Additional Delivery of Acceptable Solid Waste. Contractor understands and agrees that it may also deliver additional Solid Waste to the Landfill in excess of the Guaranteed Annual Tonnage delivered in a Contract Year up to ten percent (10%) of the Guaranteed Annual Tonnage amount ("Additional Acceptable Tonnage"). If Contractor diverts an equivalent net amount of material through a Materials Recycling Facility ("MRF"), for recycling, composting, or other reuse program from the towns it serves during the same Contract Year. Additional tonnages accepted by the Landfill will be paid at the rate described by the Additional Acceptable Tonnage Fee. Additional tonnage true-up shall be completed throughout the year and finalized no later than thirty (30) days after the end of each Contract Year.

5. Acceptable Solid Waste. Acceptable Solid Waste means all wet or dry Solid Waste that is authorized under State permit MSW 1590B to be disposed of at the Landfill under applicable federal, state, and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives, and that is not Unacceptable Solid Waste (as defined in Section 11 below). Acceptable Solid Waste does not include sludge, special waste, or material of citizens served by other municipalities or corporations. "Solid Waste" as used herein shall have the same meaning as Municipal Solid Waste set forth in Subchapter A, Section 361.003(20) of the Texas Health and Safety Code (also known as the *Texas Solid Waste Disposal Act*).

6. Delivery Procedures; Operation of the Landfill.

(a) DESCRIPTION OF WORK. For the consideration agreed below to be paid to City by Contractor, Contractor shall deliver negotiated volumes of waste, as delineated in Section 2, to the City of Denton Landfill at the negotiated cost in the City and County of Denton, Texas, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following:

(i) City's Request for Bids (8005) Issued April 15, 2022, attached hereto as Exhibit A;

(ii) City's Scope of Work for the Services (the "Specifications") attached hereto as Exhibit B; and

(iii) Contractor's Bid, attached as Exhibit C.

(b) The documents referred to in Subsection 6(a) i, ii, and iii are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of this Contract and the documents listed in A. above, the order of precedence shall be 1) this Contract 2) the Specifications 3) City's Request for Bid, and 4) Contractor's Bid. Contractor and

City further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be determined by the terms of this Contract and the documents incorporated by reference herein.

(c) Operation of the Landfill; Procedures. The delivery of Acceptable Solid Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable to haulers utilizing the Landfill. Contractor shall comply with all Landfill procedures established by City ordinance and promulgated by the Director in the disposal of Acceptable Solid Waste, as same may be amended from time to time. Notwithstanding anything in this Contract to the contrary, City shall have the right, in its sole discretion, to close its Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, this Contract shall be terminated by City as described in Section 17. Notwithstanding anything contained herein to the contrary, any unscheduled closure of the Landfill of more than two (2) days by City shall result in an equitable reduction in the Guaranteed Annual Tonnage owed by Contractor if requested in writing by Contractor. In addition, if City closes the Landfill for more than thirty (30) days during any three (3) month period, Contractor shall be entitled to terminate this Contract by delivering such termination in writing to the Director of Solid Waste with a copy to the City Manager. If Contractor chooses to terminate due to such closure, the obligations of both parties to deliver and to accept Acceptable Solid Waste shall terminate (including, without limitation, Contractor's obligation to provide the Guaranteed Annual Tonnage and the City's obligation to accept the tonnage at the Discount Disposal Fee rate).

(d) Compliance with Applicable Laws. This Contract is entered subject to and controlled by the Charter and ordinances of the City of Denton and all applicable laws, rules, and regulations of the State of Texas and the United States of America. Contractor and City shall, during the performance of this Contract, comply with all applicable City codes, ordinances, and regulations, as amended, and all applicable State and Federal laws, rules, and regulations, as amended.

(e) Title to Waste. Title to and risk of loss and responsibility for Acceptable Solid Waste delivered to the Landfill shall pass at the time such Acceptable Solid Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Solid Waste shall remain with Contractor or its customer and shall never be deemed to pass to City. City shall have the right to determine what constitutes Unacceptable Solid Waste and to reject Unacceptable Solid Waste at any time, including after delivery to the Landfill, and Contractor shall be required to immediately pick up and properly dispose of such Unacceptable Solid Waste at its own expense, in accordance with Subsection 11(c) of this Contract, Unacceptable Solid Waste.

7. Term. Unless sooner terminated pursuant to Section 17, this Contract shall be for a term of two (2) Contract Years, commencing on October 1, 2022 (the "Contract Start Date") and terminating on September 30, 2024. Upon expiration or termination of this Contract, the obligations of both parties to deliver and accept Acceptable Solid Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Contract which

by their nature are intended to survive (including those with respect to payment, title to waste, insurance, and indemnification) shall survive termination.

8. Disposal Fees and Payments.

(a) **Fees.** In consideration of City's permission to dispose of Acceptable Solid Waste under this Contract, Contractor shall pay City \$37.50 per ton (the "Discount Disposal Fee"). The Additional Acceptable Tonnage Fee also shall be \$37.50. Contractor agrees that the Discount Disposal Fee and the Additional Acceptable Tonnage Fee may be increased on October 1 of each calendar year beginning on October 1, 2023. The percentage increase will be determined by the Director using the Consumer Price Index for All Urban Consumers (CPI-U) for the South Region for All Items, published by the United States Department of Labor, Bureau of Labor Statistics. Any increase in the Discount Disposal Fee or the Additional Acceptable Tonnage Fee shall not exceed five percent (5%) in any Contract Year.

(b) **Payment.** Contractor shall pay the Discount Disposal Fee on a monthly basis for Acceptable Solid Waste delivered to Landfill. If Contractor delivers its Guaranteed Annual Tonnage before the end of the one-year period, additional Acceptable Solid Waste delivered to Landfill in excess of the Additional Acceptable Tonnage shall be charged the Non-Resident Gate Rate set by the then current City of Denton Solid Waste Rate Ordinance which is posted online at the beginning of each budget/contact year. If at the end of a Contract Year, Contractor has failed to dispose of the Guaranteed Annual Tonnage, Contractor remains obligated under this Contract to pay the Discount Disposal Fee for the entire Guaranteed Annual Tonnage.

At the end of each Contract Year, the Director shall perform a reconciliation of the actual tonnage of Solid Waste disposed of at the landfill under this Contract in that Contract Year compared with the Guaranteed Annual Tonnage and the amount paid by Contractor during the Contract Year. The Director shall make the appropriate calculations and adjustments to determine the amounts finally due and owed by Contractor. In each Contract Year, Contractor shall pay any amounts owed to City pursuant to the end-of-Contract Year reconciliation not later than thirty (30) days after receipt of an invoice from the Director. Late payments under this Contract shall earn simple interest at the annual rate of ten percent (10%), or such other rate as the City Council establishes pursuant to City of Denton Code of Ordinances Section 26-6 (k) as amended. The monthly bill shall be paid no later than thirty (30) days after receipt of a monthly invoice from the City during the term of the Contract. In the event of failure to remit in a timely manner, City shall have the right to terminate this Contract and the Contractor shall remain liable for all fees due under this Contract.

In the event of a good faith dispute in the amount of the Discount Disposal Fee due, Contractor shall, at a minimum, pay the undisputed portion of the Discount Disposal Fee due within the thirty (30) day period set forth above. The calculation of interest on any disputed payment or the pursuit of contractual remedies by City shall be suspended during any good faith dispute regarding payment until the dispute is either resolved or City

otherwise determines that the dispute cannot reasonably be resolved. If it is determined that the disputed amount is owed by Contractor, such amount shall be subject to the late fees described herein from the date of the original dispute. The parties reserve all legal rights and remedies if they cannot amicably resolve a dispute.

Additionally, Contractor shall, on a monthly basis, provide the City a list of its customer cities' gross and net recycling tonnages delivered, and a list of material diverted with tonnages.

(c) Taxes and Other Charges. In addition to the Discount Disposal Fee, Contractor shall pay all other federal, state, local or other taxes, fees, surcharges, or similar charges related to the acceptance or disposal of Acceptable Solid Waste or related to the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit, or otherwise.

(d) Security Deposit. Upon execution of this Contract, Contractor shall provide a security deposit in an amount equal to one-sixth (1/6) of the annual guaranteed amount under this Contract. The Director may approve a lesser deposit if Contractor receives an acceptable credit rating from a credit source available to the City. The cost to obtain the credit rating will be charged to the Contractor and will not exceed one hundred dollars (\$100.00). The security deposit may take the form of cash, a performance bond issued by a corporate surety or sureties licensed to issue bonds in the State of Texas and otherwise acceptable to City, or an unconditional, irrevocable standby letter of credit issued by and drawable at a financial institution located in Denton County, Texas. If other than cash, the form of the security deposit shall be approved by the Director and approved as to legal form. For multi-year contracts, the security deposit will be reviewed annually to reflect an increase or decrease in the Discount Disposal Fee rate, and the amount of the security deposit will be increased or decreased to reflect the change.

(e) Remedies in the Event of Default. If Contractor, after thirty (30) days advanced written notice and opportunity to cure from City, fails to make payment of amounts due under this Contract, or breaches any term, condition, or covenant of this Contract, the Director may exercise any or all of the following remedies, without waiving any other remedies available to City at law or in equity: (1) suspend delivery of Solid Waste to the Landfill by Contractor; (2) terminate this Contract for default as provided in Subsection 8(b) or section 17; or (3) draw upon the security deposit and require Contractor to furnish a replacement security deposit as provided in Subsection (d) above, except that the Director may require a greater amount of security than provided for in Subsection (d) in order to provide City with adequate assurance of performance by Contractor. If Contractor's delivery of Solid Waste to the Landfill is suspended for nonpayment for any undisputed amount, Contractor's obligation to pay the full payment for guaranteed annual tonnage remains in effect.

9. Insurance. During the term of this Contract, Contractor shall procure, pay for, and maintain at least the minimum insurance coverages described in Exhibit D, attached to and made a part of this Contract. Approval, disapproval, or failure to act by City regarding any

insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

10. Force Majeure.

(a) No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, except for any obligations to make payments to the other party hereunder, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics, pandemics, or quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes, or blockades in effect on or after the date of this Contract; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party. (b) The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the Force Majeure Event is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 10, either party/the other party may thereafter terminate this Contract upon 45 days' written notice.

11. Unacceptable Solid Waste.

(a) For the purposes of this Contract, "Unacceptable Solid Waste" means: (i) any material that is not Acceptable Solid Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

(b) Contractor agrees that it shall not deliver any Unacceptable Solid Waste to City's Landfill. If Contractor delivers waste that contains both Acceptable Solid Waste and Unacceptable Solid Waste, the entire delivery shall constitute Unacceptable Solid Waste if the Unacceptable Solid Waste cannot be separated from the Acceptable Solid Waste through the reasonable efforts of City, with the cost of such separation to be paid by Contractor. City shall have the right, but not the obligation, to inspect any of Contractor's trucks to determine whether the waste delivered is Acceptable Solid Waste or Unacceptable Solid Waste. Any failure by City to perform any such inspection or to detect Unacceptable Solid Waste despite such inspection shall in no way relieve Contractor from its obligation to deliver only Acceptable Solid Waste, or from its other obligations under this Section, or to retrieve such Unacceptable Solid Waste as required under Subsection 6(e).

(c) If Contractor delivers Unacceptable Solid Waste to City's Landfill, City may, in its sole discretion: (i) reject such Unacceptable Solid Waste at Contractor's sole expense; or (ii) if City does not discover such Unacceptable Solid Waste in time to reject and reload such Unacceptable Solid Waste, inform Contractor by telephone of the problem and require pickup of the Unacceptable Solid Waste within twenty-four (24) hours, unless the Unacceptable Solid Waste is deemed by City to be a threat to the health and safety of its employees or the general public, in which case Contractor shall respond and remove the Unacceptable Solid Waste immediately. If Contractor falls or refuses to timely remove or properly dispose of such Unacceptable Solid Waste, City may dispose of such Unacceptable Solid Waste at a location authorized to accept such Unacceptable Solid Waste in accordance with all applicable laws, ordinances, and regulations and to charge Contractor all direct and indirect costs incurred due to removing, handling, transporting, and disposing of such Unacceptable Solid Waste. Notwithstanding the foregoing, no advance notice to Contractor shall be required for City to dispose of Unacceptable Solid Waste at Contractor's sole expense in emergency situations where, in the Director's judgment, a delay in such disposal could constitute a hazard to the Landfill or any person on, about, or near the Landfill premises (provided that City shall provide written notice as soon as reasonably practical).

12. Environmental Compliance. Contractor and City shall comply with all federal, state and local environmental laws and regulations, including, but not limited to, the Resource Conservation and Recovery Act (RCRA), the Safe Drinking Water Act (SDWA), the Clean Water Act (CWA) and the Clean Air Act (CAA) in their performance under this Contract. Contractor shall ensure that its agents, subcontractors and employees have received training or information appropriate to the environmental aspects and impacts of their activities in connection with performance of this Contract. Contractor and City shall ensure that any spills or other releases of materials into the environment that may result from performance under this Contract are responded to and reported adequately and in compliance with applicable environmental laws.

13. Notices. Except as otherwise provided in Section 14, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the

other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Brian Boerner
Director of Solid Waste
City of Denton
1527 S. Mayhill Rd.
Denton, TX 76208

If intended for Contractor, to:

Jake Pavelka
CEO | Founder
Rhino Removal, LLC
3575 Lone Star Circle #303
Fort Worth, TX 76177

14. **Assignment.** Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of City's Director, which consent will not be unreasonably withheld.

15. **Independent Contractor.** Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Contractor shall exercise independent judgment in performing its obligations under this Contract and is solely responsible for setting working hours, scheduling, or prioritizing and determining how its obligations under this Contract are to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant, or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

16. **Indemnity.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, FINES, PENALTIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, VIOLATIONS OF STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE NEGLIGENCE, WRONGFUL ACT, OR

FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

17. **Termination.** City's Director may, at City's option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate this Contract in whole or in part for cause or for the convenience of City (including but not limited to closure of the Landfill or non-appropriation of funding to operate the Landfill), by giving at least ninety (90) days advance written notice of termination to Contractor, unless such closure results from an emergency (in which case, City shall give Contractor as much advance written notice as reasonably possible), with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate for any reason.

18. **Venue.** The obligations of the parties to this Contract shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Denton County, Texas.

19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

20. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

21. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

22. **Captions.** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

23. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

24. Miscellaneous. The Contractor hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

25. Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

26. Certification of Execution.


The person or persons signing and executing this Contract on behalf of Contractor or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

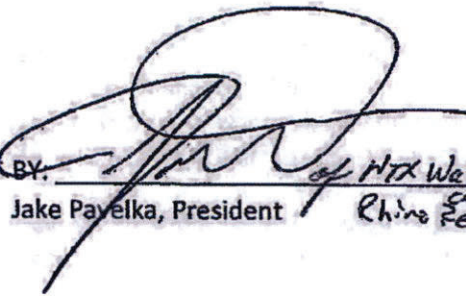
Executed this the 20th day of September, 2022 by City, signing by and through its City Manager, duly authorized to execute same by Ordinance 22-1558

Approved on September 20, 2022.

CITY OF DENTON, TEXAS

Rhino Removal, LLC

BY: 
SARA HENSLEY, CITY MANAGER

BY: 
Jake Pavelka, President of NRX Waste Pros. LLC
and
Rhino Removal, LLC

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: *Rosa Rios*

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

MR

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Shirley Green
Signature

Director
Title

SWR
Department

Date Signed: *8.19.22*

Exhibit A

091 1 17 21



8005

Waste Hauler Contracts

Issue Date: 4/15/2022

Questions Deadline: 4/26/2022 05:00 PM (CT)

Response Deadline: 5/3/2022 11:00 AM (CT)

Denton - Purchasing

Contact Information

Contact: Crystal Westbrook

Address: 901B Texas Street

2nd Floor

Denton, TX 76209

Phone: 940 (349) 7100 x7172

Email: crystal.westbrook@cityofdenton.com

Event Information

Number: 8005
Title: Waste Hauler Contracts
Type: Notice of Intent to Award Waste Hauler Contracts
Issue Date: 4/15/2022
Question Deadline: 4/26/2022 05:00 PM (CT)
Response Deadline: 5/3/2022 11:00 AM (CT)
Notes:

The City of Denton Landfill is entertaining new commercial waste hauler contracts (a.k.a. put-or-pay agreements) for the coming fiscal year beginning October 1, 2022 and extending to September 31, 2024. Consistent with the City of Denton's Comprehensive Solid Waste Management Strategy, which will be finalized over the next few months, this round of contracts will be used to not only raise revenue for the City of Denton's Solid Waste Enterprise and assure disposal capacity in North Texas but promote waste diversion and recycling across the region.

Bid Attachments

8005 SOW.pdf

Scope of Work

[Download](#)

Requested Attachments

Proposal

(Attachment required)

Submit a letter of interest in PDF format and placed on a Company Letterhead. Your Company's tonnage need/desire and the value you place on each ton of material you want to deliver to the City of Denton Landfill (cost/ton).

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Exhibit B

Scope of Work

AWH #8005 – Waste Hauler Contracts

The City of Denton Landfill is entertaining new commercial waste hauler contracts (a.k.a. put-or-pay agreements) for the coming fiscal year beginning October 1, 2022 and extending to September 31, 2024. Consistent with the City of Denton's Comprehensive Solid Waste Management Strategy, which will be finalized over the next few months, this round of contracts will be used to not only raise revenue for the City of Denton's Solid Waste Enterprise and assure disposal capacity in North Texas but promote waste diversion and recycling across the region.

Unlike previous waste hauler agreements, the City of Denton will be limiting the total number of tons allowed on all third-party disposal contracts, aggregate, to 120,000 tons, total. Waste may continue to use the City of Denton Landfill for excess volume at the published external gate rate. For each of the successful contractees, there will be opportunity to earn up to an additional 10% of contracted disposal capacity above the disposal ceiling by demonstrating your waste diversionary efforts (net programmatic and non-programmatic recycling and yard waste/organics diversion).

To qualify for this additional tonnage under this effort, the successful contractors will be required to:

- Delineate all city, county, and community partners serviced as part of this contracting, both residentially and commercially, and provide a delineation of the recycling efforts, including programmatic descriptions and outreach material, within each community.
- Report the net diversionary efforts from the communities serviced by these disposal contracts and transported to the City of Denton Landfill. Gross tons delivered, and net tons recycled must be reported to the City of Denton monthly.
 - Recyclables may be transmitted to your preferred MRF or recycling facility.
 - Only net tons of diversion will qualify for optional increased MSW tonnage.
 - Only clean yard waste delivered to the City of Denton's Beneficial Reuse Facility, via the Scale House, will be considered.
 - The standard rate for organics disposal by City of Denton residents will apply to those loads, \$25/ton with a \$25 minimum trip charge.

The additional tonnage earned would not be required to be used/consumed and would not be subject to the payment guarantee, only your original contracted tonnage. The potential extra tons that can be earned will replace the automatic 5% overage rate from the previous contracts. If you exceed your contracted volume and use up any additional tons earned by diversion efforts, all subsequent tonnage for the remainder of that fiscal year, October 1 – September 31, will be billed at the published non-resident gate rate. Failure to deliver all guaranteed tonnage during the fiscal year will result in a "settle up" on the final bill for the fiscal year, resulting in paying the contracted price for any and all tons the hauler was short of the guaranteed volume.

Sludge will not be counted towards tons hauled or preferred price even if you are hauling sludge to the landfill from an approved source. Sludge hauled will be charged at the published sludge rate and be held separate for the purposes of a put-or-pay contract for MSW.

A stricter penalty for late payments will be applied to these contracts. Any landfill account that has a bill that has not been paid within 14 days of the due date will have their access to the landfill suspended until all outstanding statements have been brought current. There would be no alteration to the guaranteed tonnage requirement due to these possible suspensions of landfill use.

The City of Denton Solid Waste Department is the exclusive provider of solid waste service for the City Limits of The City of Denton. Any hauler found to be providing solid waste service to a Denton address, either residential or commercial, will have their access to the landfill suspended without the benefit of alteration of contracted guaranteed volumes, until such time that the illegal containers are removed. This also does not preclude the possibility of the offending container being cited by the City of Denton for the violation of City ordinance.

Any violation of the terms of the agreed upon contract may result in the immediate cancellation of the contract and the City being remitted the entire value of the remaining contracted tonnage. The minimum bid on the available tons for this round of contracts to be accepted by the City of Denton will be \$35 per ton. The \$25 per ton minimum per load will still apply for each load of material delivered to the City of Denton for disposal regardless of final rate established via contract.

Waste hauling companies interested in participating in the City of Denton's Waste Hauler Agreement program shall submit Electronic or Hard Copy, instructions below:

The City of Denton will accept electronic submittals in IONWAVE or hard copy submittals until the date and time on the cover sheet of this solicitation. Any submission received after the date and/or hour set for solicitation opening will be returned unopened. The City will not allow late submissions due to technical difficulties. Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for technical difficulties that may result in the submission arriving after the set time.

Hard copy submissions may be hand delivered (by firm or express courier) to the address listed below:

City of Denton
Materials Management
SOLICITATION NUMBER AND NAME
901B Texas Street
Denton, TX 76209

The City of Denton reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the submission arriving after the set time.

HARD COPY SUBMISSION FORMAT

- Submitted in a PDF format and placed on Company Letterhead
- Addressed to: City of Denton, AWH #8005 Waste Hauler Contracts, Attention Crystal Westbrook, Senior Buyer, Procurement Department, 901B Texas Street, Denton, TX 76209.
- Your company's tonnage need/desire and the value you place on each ton of material you will deliver to the City of Denton Landfill under these agreements (Cost/ton).

Contract partners will be selected based on highest tonnage price, credit rating/payment history, and established frequency of use. Contract will be individually negotiated with each of the selected contracted partners. Should the City be unable to successfully contract with any of the initially identified, shortlisted contract partners, we will proceed down the list and attempt to contract with the next best proposal. All submitted price/tonnage proposals submitted to the City as part of this invitation will remain valid until such time that the Denton City Council considers and approves all contracts associated with this Invitation.

The City of Denton will not be holding any pre-proposal meetings with regard to this request.

All questions must be posted in IONWAVE and all submitted will be answered and posted in IONWAVE.

It is our intent to award two (2) to three (3) contracts.

Exhibit C



05/09/2022

Letter of Interest

City of Denton Landfill
AWH #8005 Waste Hauler Contract

Dear **Crystal Westbrook**, Senior Buyer, Procurement Department, 901B Texas Street, Denton, TX 76209,

Thank you for the invitation and opportunity to compete for a City of Denton Landfill disposal agreement.

Rhino Removal was formed in 2017. Our company focuses most on it's people. Our slogan is "a people company specializing in waste and recycle". We have responsibly grown from one truck and two employees to 20 trucks in the north DFW market. We maintain long term agreements with the city of Boyd, city of Pilot Point, six Fresh Water Supply Districts, and 10 HOA's. The majority of the volume we would deliver to Denton Landfill is generated in the Little Elm, Aubrey, and Pilot Point areas.

We rigorously track our MSW and recycle volumes. Rhino Removal agrees to provide the City of Denton with the following: A delineation of all city, county, and community partners serviced as part of this contracting, both residentially and commercially, and provide a delineation of the recycling efforts, including programmatic descriptions and outreach materials, within each community as well as a report of the net diversionary efforts from the communities serviced by these disposal contracts and transported to the City of Denton Landfill. Gross tons delivered, and net tons recycled shall be reported to the City of Denton monthly.

Rhino Removal is pleased to offer the City of Denton Landfill 30,000 tons per year at a price of \$37.50 per ton.

Sincerely,

Jake Pavelka
CEO | Founder
214-901-3372
jake@RhinoRemoval.com,

3575 Lone Star Circle #424 Fort Worth, Texas 76177

www.RhinoRemoval.com

469-607-4466

EXHIBIT D
INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain for the term of the Contract, the minimum insurance coverage as indicated herein.

Contractor shall file with the Solid Waste Department satisfactory certificates of insurance including any applicable addendum or endorsements. Contractor may ask for clarification of any insurance requirements at any time, upon written request to the Solid Waste Department.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- I. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A or better.
- II. Liability policies shall be endorsed to provide the following:
 - A. Name as Additional Insured the City of Denton, its officials, agents, employees, and volunteers;
 - B. That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - C. Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- III. ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be canceled or materially changed before the expiration date.***
 - A. Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond the Contract expiration, such that occurrences arising during the Contract term which give rise to claims made after the expiration of the Contract shall be covered.
 - B. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
 - C. Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of the lapse.

IV. SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. General Liability Insurance:

1. General Liability Insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.
2. If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:
 - a. Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this Contract and broad form property damage coverage.
 - b. Coverage B shall include personal injury.
 - c. Coverage C, medical payments, is not required.
3. If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:
 - a. Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse, or underground (XCU) exposures.
 - b. Broad form contractual liability (preferably by endorsement) covering this Contract, personal injury liability, and broad form property damage liability.

B. Automobile Liability Insurance:

1. Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance, and use of all automobiles and mobile equipment used in conjunction with this Contract.
2. Satisfaction of the above requirement shall be in the form of a policy endorsement for:
 - a. any auto, or
 - b. all owned hired and non-owned autos.

- V. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor, which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

ORDINANCE NO. 23-1994

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO SOLID WASTE DISPOSAL CONTRACT WITH RHINO REMOVAL, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Denton entered into a contract with Rhino Removal, LLC ("Contractor") for the delivery of predictable tonnages of solid waste to the City of Denton Landfill for both revenue and management purposes; and

WHEREAS, the Contractor did not meet the obligation for the guaranteed annual tonnage for the first contract year of the term due to operational obligations that were delayed to year two (2), and Contractor desires to transfer the remaining tonnage amount from the first year to the current contract year; and

WHEREAS, the price per ton for year two (2) of the Contract may increase based on the Consumer Price Index by up to five percent (5%) of the current rate of thirty seven dollars and fifty cents (\$37.50); and

WHEREAS, the City of Denton has determined that this First Amendment to the Solid Waste Disposal Contract is in the public interest;

NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Council of the City of Denton hereby approves the First Amendment attached hereto.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the contract and to carry out the duties and responsibilities of the City as provided in the Contract.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [B. Beck] and seconded by [V. Byrd].

The ordinance was passed and approved by the following vote [7 - 0 -]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	_____	_____	_____
Vicki Byrd, District 1:	<u>✓</u>	_____	_____	_____

Brian Beck, District 2:	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, District 3:	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Joe Holland, District 4:	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Brandon Chase McGee, At Large Place 5:	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Chris Watts, At Large Place 6:	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 7th day of November , 2023.



 GERARD HUDSPETH, MAYOR

ATTEST:
 JESUS SALAZAR, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:
 MACK REINWAND, CITY ATTORNEY

Susan Keller
 BY: _____

Digitally signed by Susan Keller
 DN: dc=com, dc=cityofdenton, dc=codad,
 ou=Department Users and Groups,
 ou=General Government, ou=Legal,
 cn=Susan Keller,
 email=Susan.Keller@cityofdenton.com
 Date: 2023.10.06 11:16:38 -05'00'

**FIRST AMENDMENT TO
SOLID WASTE DISPOSAL CONTRACT
BETWEEN CITY OF DENTON AND RHINO REMOVAL, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS

The City of Denton, a Texas home-rule municipal corporation ("City"), and Rhino Removal LLC, ("Contractor") agree to enter into this First Amendment ("Amendment") to Solid Waste Disposal Contract between the City and Contractor effective October 1, 2022 and executed on September 20, 2022.

WITNESSETH:

WHEREAS, City and Contractor originally entered into a Solid Waste Disposal Contract for guaranteed tonnage delivery effective on October 1, 2022, and approved by City Ordinance Number 22-1558 (the "Contract"); and

WHEREAS, the Contract requires any subsequent modifications to the Contract terms to be written supplemental agreement executed by both parties; and

WHEREAS, Contractor did not meet the obligation for the first Contract Year of the term due to market conditions; and

WHEREAS, Contractor expects to have a higher need for disposal of solid waste for the current Contract Year; and

WHEREAS, Contractor has requested to transfer the unused volume for the first Contract Year of the term to the second Contract Year of the term; and

WHEREAS, the Contract provides for an increase of up to five percent (5%) in the price of guaranteed tonnage beginning October 1, 2023, based on the Consumer Price Index; and

WHEREAS, the City is amenable to the requested transfer of unused volume under the following terms;

NOW, THEREFORE, City and Contractor agree to amend the Contract as follows:

I.

The findings and recitations contained in the preamble of this Agreement are incorporated herein by reference.

II.

Paragraph 3 of the Contract, labeled "Delivery of Acceptable Solid Waste," is hereby deleted in its entirety and replaced with the following:

"3. Delivery of Acceptable Solid Waste. Contractor agrees and guarantees that it will deliver to the Landfill Acceptable Solid Waste in the following tonnage for each year of the Contract ("Guaranteed Annual Tonnage") and City agrees to accept all Acceptable Solid Waste at the Landfill:

Contract Year	Guaranteed Annual Tonnage
FY 2022-2023	24,832.88
FY 2023-2024	35,167.12

III.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.


IV.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives, and the person or persons signing and executing this Contract on behalf of Contractor or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

Executed this ____ day of _____, 20__ by City, signing by and through its City Manager, duly authorized to execute same by Ordinance _____ approved on _____ 20__.

CITY OF DENTON, TEXAS

RHINO REMOVAL, LLC

BY: 
 SARA HENSLEY, CITY MANAGER

BY: Jake Pavelka of NTK Waste Pros, LLC
 JAKE PAVELKA, PRESIDENT

ATTEST:

NORTH TEXAS WASTE PROS, LLC

BY: _____
 JESUS SALAZAR, CITY SECRETARY

BY: Jake Pavelka of NTK Waste Pros, LLC
 JAKE PAVELKA, PRESIDENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller

Digitally signed by Susan Keller
DN: dc=com, dc=cityofdenton, dc=odad,
ou=Department Users and Groups, ou=General
Government, ou=Legal, ou=Susan Keller,
email=Susan.Keller@cityofdenton.com
Date: 2013.10.06 11:16:51 -0500

BY: _____

**THIS FIRST AMENDMENT TO
SOLID WASTE DISPOSAL CONTRACT
BETWEEN CITY OF DENTON AND
RHINO REMOVAL, LLC HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.**

Brian Boerner

Signature

Director of Solid Waste

Title

Solid Waste & Recycling
Department