

# LONESTAR DISPOSAL



To: The Honorable Marvin Quinney  
Wilson County Judge  
1420 Third Street, Suite 102  
Floresville, Texas 78114

From: Julian Hernandez, dba Lonestar Disposal  
110 Pullman Road  
La Vernia, Texas 78121  
(210) 255-0393

Date: August 26, 2008

Re: Contract for Citizen's Collection Facility

Dear Judge Quinney:

Please accept the following contract to be executed by and between Wilson County and Lonestar Disposal for the management of the Citizen's Collection Facility located at 549 CR 310, Floresville, Texas.

## **I. OVERVIEW**

**An agreement and contract with Wilson County, Texas and Lonestar Disposal for the operation of a transfer station and disposal of solid waste, setting forth general specifications establishing rates for the operation of a transfer station.**

## **II. CONTRACT SPECIFICATIONS**

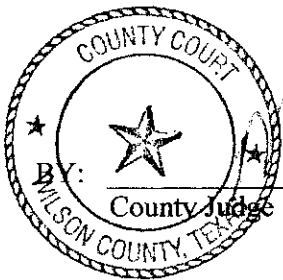
- a) Equipment provided by Lonestar Disposal shall include the following, at minimum:
  - One (1) two and three-tenths (2.3) cubic yard or greater stationary compactor.
  - One (1) – 42 cubic yard receiver container.
  - Four (4) – 30 cubic yard roll-off containers.
- b) Lonestar Disposal shall provide personnel to operate the equipment to supervise the unloading of solid waste, and maintain the facility in a safe and efficient manner.
- c) Lonestar Disposal shall pay for utilities used for the operations of the facility.
- d) Lonestar Disposal will open the facility to receive solid waste from residents of Wilson County from 8:00 a.m. to 4:00 p.m. on Wednesday, Friday and Saturday.
- e) Lonestar Disposal shall operate the facility in compliance with the laws of the Federal Government and the State of Texas and the rules, regulations and standards established or to be established by the Federal Government and/or the Texas Commission on Environmental Quality (TCEQ).

- f) The following holidays will be observed by Lonestar Disposal and services **will not** be furnished on these days; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- g) The scheduled rates are approved and attached. All proceeds shall be rendered to Lonestar Disposal. Rates shall be negotiated upon the renewal of this contract.
- h) Lonestar Disposal shall dispose of all refuse, garbage and brush collected and all said materials shall be disposed of in compliance with the laws of the Federal Government and the State of Texas and the rules, regulations and standards established or to be established by the Federal Government and/or the Texas Commission on Environment Quality (TCEQ).
- i) Lonestar Disposal shall be responsible for providing a properly permitted landfill at a site selected by Lonestar Disposal for disposal of said materials and pay all landfill fees for solid waste hauled by Lonestar Disposal.
- j) Lonestar Disposal will indemnify, save harmless, and exempt the county, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, cost expenses, and attorney fees incident to any work done in the performance of this contract arising out of a willful or negligent act of omission of Lonestar Disposal, its officers, agents, servants and employees; provided, however, that Lonestar Disposal shall not be liable for any suits, actions, legal proceedings, claims, demands, expenses and attorney fees arising out of a willful or negligent act or omission of the county, its officers, agents, servants and employees.
- k) Lonestar Disposal shall at all times during the contract maintain in full force and effect General Liability and Workmen's Compensation.
- l) This contract shall become effective and be in force as of the first day of August, 2008 and terminating August 1, 2009. Either party may terminate this contract with at least a ninety (90) days written notice. Furthermore, if either party does not give written notice within ninety (90) days of anniversary, this contract will renew as a new one-year term extension.
- m) There is hereby granted by County to Lonestar Disposal the privilege to operate and maintain within Wilson County a service for the operation of the transfer station, removal of garbage, trash, brush and other items intended to be discarded, including household appliances, (hereinafter called "solid waste").
- n) Lonestar Disposal shall, at all times during the terms of this contract, be subject to all such reasonable regulations as the County may hereafter provide. In addition, Lonestar Disposal shall observe all state and federal laws, rules and regulations relevant to collection, removal and disposal of solid waste.
- o) A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- p) Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

- q) The County shall provide a site, for the citizen's collection station, said site shall include, a pad of sufficient size and strength for the compaction equipment, city water and sewer, minimum 208 V three phase electrical power, proper drainage to avoid ponding water and sufficient roadways in and around the site for accessibility of residents and Lonestar Disposal's equipment during all weather conditions.
- r) The County shall be responsible to make any improvements or modifications to the site as may be required by changes in laws or ordinances or in consideration of standards established by the TCEQ.
- s) The County Judge is hereby authorized to execute such contract on behalf of Wilson County, Texas.
- t) This contract shall supersede all other agreements between the County and Lonestar Disposal.

III. COST

- u) The fee to be paid to Lonestar Disposal by Wilson County for the provision of equipment and operation of the Citizen's Collection Facility on a monthly basis shall be \$6,900.00 and received by the 10<sup>th</sup> of each month.
- v) Lonestar Disposal may adjust the charges anytime after thirty (30) days written notice to the County upon the basis of unusual changes in the cost of operations, such as revised laws, ordinances or regulations, and further that Lonestar Disposal shall be entitled to "pass through" any taxes, fees or other impositions of any governmental or regulatory entity placed upon or charged against the business or activity or collections and disposal of municipal solid waste by adjusting rates attached hereto for such costs to the extent Lonestar Disposal is affected or liable for them. During the term of this contract, the County may cancel the same by giving (10) days advance notice in writing if Lonestar Disposal should increase rates as outlined above which are considered by the County to be unreasonable.



Marvin Quinney

08-28-08  
Date

ATTEST: Eva S. Martinez  
County Clerk

8-28-08  
Date

BY: [Signature]  
Julian Hernandez, Owner  
Lonestar Disposal

9/4/08  
Date

**Schedule of Rates Effective August 1, 2008**  
**Wilson County Citizen's Collection Facility**  
**Hours of operations Wed/Fri/Sat/ 8:00 am to 4:00 pm**

Commodity	Rate
<b><u>Trash Bags up to 30 Gallon</u></b>	\$ .75
<b><u>Trash Bags Over 30 Gallon</u></b>	\$ 1.00
<b><u>Thirty Gallon Cans</u></b>	\$ 1.00
<b><u>Fifty-Five Gallon Cans</u></b>	\$ 2.00
<b><u>White Goods:</u></b>	
<b><i>Note: Appliances with Freon must be properly discharged and have certified sticker.</i></b>	
Refrigerator	\$ 7.00
Stove / Washer /Dryer	\$ 7.00
Water Heater	\$ 7.00
Sofa	\$ 7.00
Love Seat	\$ 5.00
Chair	\$ 2.50
Mattress (Double, Queen or King)	\$ 5.00
Box Spring (Double, Queen or King)	\$ 5.00
Mattress (Twin)	\$ 2.50
Box Spring (Twin)	\$ 2.50
<b><u>Construction Waste, Bulky Items, Brush</u></b>	\$ 7.50 cubic yard
<b><u>Compactable Loose Trash</u></b>	\$ 5.00 cubic yard
<b><u>Tires:</u></b>	
Lawn Mower	\$ 2.50
Car	\$ 4.00
Pick-Up Truck	\$ 7.00
Tractor (Front)	\$ 13.00
Tractor (Rear)	\$ 40.00
<b><u>Separated Recyclable Items*</u></b>	
Tin	No Charge
Cardboard	No Charge
Plastic	No Charge
Newspaper	No Charge
<b><i>*No charge Items MUST be separated from household trash</i></b>	