CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
109 WEST BROADWAY
TUESDAY, DECEMBER 9, 2025 - 6:30 P.M.

AGENDA

ITEM NO.	DESCRIPTION

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE & PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

4. INVOCATION- DEACON MARIO GARCIA, ST. JOSEPH CATHOLIC CHURCH

5. **CITIZEN COMMENTS**
Any citizen wishing to speak during Citizen Comments regarding an item on or off the agenda may do so after registering on the required sign in sheet prior to the start of the meeting. All comments will be limited to 3 minutes. Topics of operational concerns shall be directed to the City Manager and comments should not personally attack other speakers.

6. **INFORMATIONAL ITEMS - NO ACTION WILL BE TAKEN ON THESE MATTERS**

   a. Mayor/Council Public Announcements

   b. City Manager's Informational Update

ITEMS FOR DISCUSSION, CONSIDERATION AND POSSIBLE ACTION:

7. APPROVAL OF MEETING MINUTES
   - November 10, 2025 - Regular Meeting Minutes
   - November 18, 2025 - Regular Meeting Minutes

8. **RESOLUTIONS:**

a. R:2025-198 A Resolution of the City Council of the City of Del Rio, Texas, Authorizing and Approving an Amendment to the Employment Agreement between the City of Del Rio and the City Manager by Replacing Section 5.1, “Unilateral Severance”; Providing for Related Matters; and Providing an Effective Date

b. R:2025-206 A Resolution of the City Council of the City of Del Rio, Texas, to Authorize the City Manager to Advertise and Give Notice of a Request for Bids for the Purchase of Vehicles for the Police Department, Approved through the Operation Lone Star Grant Program (OLS)

c. R:2025-207 A Resolution of the City Council of the City of Del Rio, Texas, Establishing a Policy Authorizing the City Manager to Waive Plan Review Fees for City-Funded Construction and Remodeling Projects on City Property; Providing an Effective Date

d. R:2025-208 A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Bond Counsel for Various Texas Water Board Waterworks Systems Development Projects

e. R:2025-209 A Resolution by the City Council of the City of Del Rio, Texas, Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for a Financial Advisor for Various Texas Water Board Waterworks Systems Development Projects

f. R:2025-210 A Resolution of the City Council for the City of Del Rio to Ratify the Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Community Engagement Manager for Various Texas Water Board Waterworks Systems Development Projects

g. R:2025-211 A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Professional Engineering Services for Various Texas Water Board Waterworks Systems Development Projects

h. R:2025-212 A Resolution by the City Council of the City of Del Rio Authorizing the City Manager to Submit an Application Requesting Financial Assistance from the Texas Water Development Board under the Flood Infrastructure Fund (FIF) Application for Flood Management Mitigation Projects (FMP) and Flood Management Strategies (FMS) Categories for Updated Flood Risks Maps Recommended in the Addendum to the Master Watershed Study

9. **ORDINANCES:**

a. O:2025-096 - Third Reading — An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Execute a Five-Year Contract with Platform Waste Solutions, Inc. for Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycling Collection, and Disposal Services; Providing a Severability Clause; and Providing an Effective Date (Third and Final of Three Readings)

b. O:2025-100 An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Accept FY2026 General Victim Assistance Direct Services Program Grant #4815803 from the Office of the Texas Governor, Public Safety Office, in the Amount of $39,884.32; Providing for a Required Match of $9,971.08; and Establishing a Total Program Cost of $49,855.40

c. O:2025-101 An Ordinance Authorizing the City Manager to Accept a FY2026 Violence Against Women Justice and Training Program Grant #5138102 from the Office of the Texas Governor, Public Safety Office in the Amount of $4,270 for Child Death Homicide Investigations and Cold Case Training with a Required City Match of $1,830 for a Total of $6,100

d. O:2025-103 An Ordinance of the City Council of the City of Del Rio, Texas Authorizing the City Manager to Temporarily Waive Late Payment Fees for Water Services on Residential Utility Bills for October and November 2025, and to Resume Assessment of Late Fees on Charges Accruing After December 29, 2025

10. **EXECUTIVE SESSION**

The City Council will Reconvene into Regular Session upon Conclusion of the Executive Session and May Recall any Item Posted for Executive Session for Action, as Necessary.

a. Executive Session on matters covered by Sec. 551.074(1) — deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - vacancies on the City of Del Rio Economic Development Corporation Board; Places 5, 6, and 7. Place 4 was filled for an unexpired term expiring on 12/31/2025.

b. Executive Session on matters covered by Sec. 551.074(1) - deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – city manager's contract

c. Executive Session to discuss and receive advice on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Texas Open Meetings Act pursuant to Texas Government Code Sections 551.071 (Attorney Client Consultation) and 551.074 (Personnel Matters) regarding complaint(s) and to deliberate the employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Attorney

11. **ADJOURNMENT**

* NOTE: The Council reserves the right to consider business out of the posted order and the right to adjourn into Executive Session to discuss items which are not listed as Executive Session items but which qualify to be discussed in closed session under Chapter 551 of the Texas Government Code.

CERTIFICATION

I, Ana Maria Giraldo, Deputy City Secretary, hereby certify that the above agenda was posted on the bulletin board in the Municipal Building and on the bulletin board immediately outside the Municipal Building on or before 6:30 p.m. on the 3rd day of December 2025.

Ana Maria Giraldo - Deputy City Secretary

City Council Regular **7.**

Meeting Date: 12/09/2025

Submitted By: Maria Acosta, City Secretary

Information

SUBJECT:

APPROVAL OF MEETING MINUTES

- November 10, 2025 - Regular Meeting Minutes
- November 18, 2025 - Regular Meeting Minutes

Attachments

Nov 10 Reg CC Meeting Minutes

Nov 18 Reg CC Meeting Minutes

CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
Council Chambers - City Hall
109 West Broadway
November 10, 2025 - 6:30 P.M.
MINUTES

1. Mayor Alvaro Arreola called the meeting to order at 6:30 p.m.

2. ROLL CALL

Present: Mayor Alvaro Arreola
Councilman James DeReus
Councilwoman Ernestina Martinez
Councilman Jesus Lopez, Jr.
Councilman Randy Quinones
Councilwoman Carmen Gutierrez

Absent: Councilman J. P. Sanchez

Staff Present: Shawna D Burkhart, Manuel Chavez, Flavio Aguilar, Mari C. Acosta, Esmeralda Meza, Greg Velasquez, Janice Pokrant, Luis Menchaca, Scot Carcasi, Mario Garcia, and others.

3. PLEDGE OF ALLEGIANCE & PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG: Recited.

4. Invocation was led by Councilwoman Carmen Gutierrez.

5. **CITIZEN COMMENTS**

The Council heard from the following individuals:

- Maria Luz Liserio, a member of the Border Organization and volunteer at St. Vincent de Paul, addressed the Council regarding the increase in water billing rates. She informed the Council that, as a volunteer at St. Vincent de Paul, she has seen an increase in citizens seeking utility bill assistance due to the rise in water billing rates, and expressed concerns about the financial burden the increase has placed on low-income families in the community, urging the Council to reconsider the rate increase.
- Rhonda Hartgrove shared information she received from TCEQ (Texas Commission on Environmental Quality) informing the Council that she had reached out to TCEQ and was told that TCEQ does not set any tiers for water rates. She emphasized that it is the Council members who have the authority to set the rates for water.
- Patricio Garza questioned: since a public hearing was not held and one was required, would Council consider repealing the rate increase?
- Carlos Coronado shared that the new water rate is hurting the Cienegas Colonia community since they already pay 15% over the regular rate and asked the Council to consider those who live in the Colonias.
- Sandra Fuentes asked the Council, "How did we get here?" She stated that the situation has been building over the years and that the Border Organization places the blame on past City Councils, including some current members, as well as past Administration. She referenced projects that have remained on hold and town hall meetings that occurred after the fact.

6. **INFORMATIONAL ITEMS - NO ACTION WILL BE TAKEN ON THESE MATTERS**

a. Mayor/Council Public Announcements

Councilman DeReus announced his next Town Hall meeting would take place Thursday at 6pm at the Civic Center.
Councilwoman Gutierrez recognized the upcoming Veterans Day Holiday, reminding everyone to honor all who have served, noted that it is bittersweet for some, recognized the 250th anniversary of the U.S. Navy, paid tribute to her husband, and proceeded to honor the Veterans in the Council Chambers with a pin.
Councilwoman Martinez acknowledged her three sons who served in the military and invited the community to the Veterans Day Parade, Saturday starting at 10:00 a.m.
Councilman Lopez also thanked all Veterans, highlighting his son's experience, overcoming his obstacles, and commitment to service.
Councilman Quinones reiterated the comments of his fellow Council colleagues, thanking all those who served.

b. City Manager's Informational Update

City Manager, Shawna Burkhart, provided a brief update announcing the Fall Sweep Event taking place Saturday, November 15th, from 9 to11 a.m. at the Amphitheater.

c. Presentation and Discussion by the Economic Development Director Regarding the Ports-to-Plains Alliance Conference held September 30–October 2, 2025.

Director of Economic Development, Oreste Hubbard, provided a report and highlights from the Ports-to-Plains Alliance Conference held September 30th through October 2nd in Lubbock, Texas.

d. Discussion Regarding Selection Protocol for Economic Development Corporation (EDC) Board Members

Director of Economic Development, Oreste Hubbard, informed the Council of four upcoming vacancies on the Economic Development Corporation Board due to term expiration. He noted that two members will not be seeking reappointment and the application process will be opened to bring forward candidates for Council interviews before the end of the year.

7. **RESOLUTIONS:**

a. R:2025-198 A Resolution of the City Council of the City of Del Rio, Texas, Approving the Employment Contract of the City Manager and Authorizing the Mayor to Execute Same

Postponed.

b. R:2025-189 A Resolution of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Execute an Interlocal Cooperation Agreement by and Between the City of Del Rio and the County of Val Verde for Mutual Family Violence Protection Program Funding of $7,500 Monthly

Moved by Councilman James DeReus, Seconded by Councilman Jesus Lopez, Jr. motion was made to approve R: 2025-189 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSENT)

MOTION PASSED - Unanimously

8. **ORDINANCES:**

a. O:2025-094 An Ordinance by the City Council of the City of Del Rio, Texas, Amending Chapter 29, Section 29-25 of the Del Rio City Code of Ordinances to Clarify Language Relating to Wastewater Billing Practices; Providing for Incorporation of Winter Averaging Rate; Providing for Severability; and Establishing an Effective Date

Action approving this item took place during Friday's Special Called Meeting. Staff noted that this agenda item was included on the current agenda as a contingency in the event the Council chose not to take action or required further consideration during the previous meeting. Due to new posting deadlines, there was not sufficient time to finalize the agenda pending the outcome of Friday's meeting. Therefore, the item was posted again to ensure compliance and provide the Council with the opportunity to take action if needed.

Mayor Arreola expressed frustration with the item being included on the agenda, noting that its placement caused confusion for members of the public.

City Attorney Ana Smith stated that this item provides an opportunity to discuss details shared via email with City Council, regarding the need to revert the utility rates back to the previous fee schedule due to a lack of proper notice to the community and no record of a public hearing being held to inform the public of the proposed rate increases. In response to Councilwoman Gutierrez's question, Mrs. Smith acknowledged that the utility rates would revert to the previous rates effective immediately, as the implementation of the new rates was not processed in accordance with legal requirements.

City Manager Shawna Burkhart reiterated that this item was cautiously placed on this agenda in case further action was needed following Friday's meeting, and due to new posting requirements, there wasn't sufficient time to pull the item in time to avoid further confusion. Mrs. Burkhart further acknowledged that a Town Hall Meeting would be scheduled for December 1st, a Public Hearing would be set for December 12th, and the new rates would be implemented effective January 1st 2026. In the meantime, an ordinance will be brought before Council authorizing the waving of late fees for the months of October, November, and December, and reassured the Council that no cutoffs would take place during this time.

Assistant City Manager Manuel Chavez explained the billing process and the actions being considered to reverse the October billing cycle, including crediting accounts and/or issuing refunds to customer accounts who have already made payment.

Council expressed their dissatisfaction with the situation, requested that all necessary actions be taken to correct customer accounts, ensure the town hall meeting and public hearing take place at the Civic Center, properly refund/credit customer accounts, and produce an ordinance authorizing the waiver of late fees for the October, November and December billing cycles.

b. O:2025-095 An Ordinance of the City Council of the City of Del Rio, Texas, Amending the Consolidated Fee Schedule by Revising Certain Fees; Chapter 1 — "General Provisions" of the Code of Ordinances Section 1-28, for City Services; By Including a New Methodology of Water Winter Averaging to Calculate the Sewer (Wastewater) Rate; Repealing Conflicting Fee Provisions throughout the Code; Providing a Savings Clause; Providing for Severability; and Providing an Effective Date

This item was addressed and acted on during the November 7, 2025, meeting.

c. O:2025-096 An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Execute a Five-Year Contract with Platform Waste Solutions, Inc. for Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycling Collection, and Disposal Services; Providing a Severability Clause; and Establishing an Effective Date

Moved by Councilwoman Carmen Gutierrez, Seconded by Councilman James DeReus motion was made to approve the first reading of O: 2025-096 and bring the ordinance back for the second reading.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSENT)

MOTION PASSED - Unanimously

d. O:2025-097 An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the Acceptance of Monetary and In-kind Donations for the Mayor's Reception.

Moved by Councilwoman Carmen Gutierrez, Seconded by Councilman Jesus Lopez, Jr. motion was made to approve O: 2025-097 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSENT)

MOTION PASSED - Unanimously

9. **CONSENT AGENDA**

a. Approval of Meeting Minutes
- October 14, 2025 Regular Meeting Minutes
- October 28, 2025 Regular Meeting Minutes

b. R:2025-201 A Resolution of the City Council of the City of Del Rio Authorizing the City Manager to Declare Certain Property and Equipment as Surplus for Auction in the First Quarter of FY 2025–2026, and to Take All Necessary Actions for Its Disposal

c. Monthly Unaudited Financial Statement for September 2025

Moved by Councilman James DeReus, Seconded by Councilwoman Ernestina Martinez motion was made to approve the consent agenda items as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSENT)

MOTION PASSED - Unanimously

10. **EXECUTIVE SESSION**

Mayor Alvaro Arreola called the meeting into executive session at 8:17 p.m.
Mayor Alvaro Arreola reconvened the meeting into open session at 8:47 p.m., acknowledging no action was taken during the executive session.

a. Executive Session on matters covered by Sec. 551.074(1) — deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee — City Manager

Mayor Arreola noted that this item would be postponed for discussion at the next meeting.

b. Executive Session to discuss and receive advice on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Texas Open Meetings Act pursuant to Texas Government Code Sections 551.071 (Attorney Client Consultation) and 551.074 (Personnel Matters) regarding complaint(s) and to deliberate the employment, evaluation and duties of the City Attorney

Mayor Arreola noted that this item would be postponed for discussion at the next meeting.

c. Executive Session on matters covered by Sec. 551.071(1)(A) of Chapter 551 of the Texas Government Code – consultation with the city attorney regarding pending litigation - Cause No. 2025-0088-CV; VVCO, et al. vs. Montoya, et al. (Ave J)

No further discussion/No action.

d. Executive Session on matters covered by Sec. 551.071(1)(A) of Chapter 551 of the Texas Government Code – consultation with city attorney regarding pending litigation: Paymo Group LLC d/b/a The GoodBar; Cause No. 2025-0170-CIV; In the 63rd Judicial District of Val Verde County, Texas

No further discussion/No action.

e. Executive Session on matters covered by Sec. 551.072 of Chapter 551 of the Texas Government Code – deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations – Hernandez property

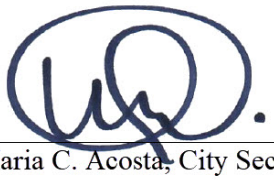
Moved by Councilman James DeReus, Seconded by Councilwoman Carmen Gutierrez motion was made to authorize the City Manager to execute any necessary documents required for the sale of said property.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSENT)

MOTION PASSED - Unanimously

11. There being no further business, Mayor Arreola adjourned the meeting at 8:48 p.m.



Maria C. Acosta, City Secretary

CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
Council Chambers - City Hall
109 West Broadway
November 18, 2025 - 6:30 P.M.
MINUTES

1. Mayor Alvaro Arreola called the meeting to order at 6:30 p.m.

2. ROLL CALL

Present: Mayor Alvaro Arreola
Councilman James DeReus
Councilman J. P. Sanchez
Councilwoman Ernestina Martinez
Councilman Jesus Lopez, Jr.
Councilman Randy Quinones
Councilwoman Carmen Gutierrez

Staff Present: Shawna D Burkhart, Manuel Chavez, Roxy Soto, Mari C. Acosta, Flavio Aguilar, Janice Pokrant, Eivon Garcia, Esmeralda Meza, Luis Menchaca, Scot Carcasi, Mario Garcia, and others.

3. PLEDGE OF ALLEGIANCE & PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG: Recited.

4. INVOCATION: Led by Emmanuel Pacheco of Access Church Del Rio.

5. Public Hearing - Action May be Taken

a. Conduct a Public Hearing for Zoning Change Request #25-02 by Maria Antonieta Sanchez is requesting a Zoning Change from Single-Family and Occupations District (R-S-O) to Local Commercial District (C-1). Property Description: Blum Addition, Block 61, Lot 5 (1401 Railway Street)

Mayor Alvaro Arreola opened the Public Hearing at 6:33 p.m.
Maria Antonieta Sanchez provided historical use of the property mainly used for commercial purposes.
Mayor Alvaro Arreola closed the Public Hearing at 6:34 p.m.

i. O:2025-098 An Ordinance of the City Council of the City of Del Rio, Texas, Pursuant to the Del Rio City Charter and Applicable State Law, Rezoning Property Located at 1401 Railway Street from Single-Family and Occupations District (R-S-O) to Local Commercial District (C-1), Within the Corporate Limits of the City of Del Rio, Texas

Moved by Councilman Randy Quinones, Seconded by Councilman Jesus Lopez, Jr. motion was made to approve O: 2025-098 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

Other: Councilman J. P. Sanchez (ABSTAIN)

MOTION PASSED

b. Conduct a Public Hearing for Replat #25-14 by Steven Homeyer, P.E., Representing Heather Rimmer for approval of Replat Establishing Lot 1R Fifth Railroad Addition out of Lots 1, 2, 3, 4, 5, 6, 7, and Part of Alley of Fifth Railroad Addition (900 E Gibbs).

Mayor Alvaro Arreola opened the Public Hearing at 6:37 p.m.
No members of the public appeared or provided comments.
Mayor Alvaro Arreola closed the Public Hearing at 6:37 p.m.

i. O:2025-099 An Ordinance of the City Council of the City of Del Rio, Texas, in Accordance with State and Local Laws, Approving a Replat to Establish Lot 1R, Block 36, Fifth Railroad Addition, within the City of Del Rio, Val Verde County, by Combining Lots 1 through 7 of Block 36, Abandoning a Portion of a 20-Foot Alley, and Retaining a Fifteen-Foot Utility Easement

Moved by Councilman J. P. Sanchez, Seconded by Councilwoman Ernestina Martinez motion was made to approve O: 2025-099 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

6. **CITIZEN COMMENTS**

Patricio Garza asked the Council to consider rescheduling the Public Hearing date due to December 12th being the Feast of Our Lady of Guadalupe, a significant religious observance.

7. **INFORMATIONAL ITEMS - NO ACTION WILL BE TAKEN ON THESE MATTERS**

a. Mayor/Council Public Announcements

Mayor Alavro Arreola called for a moment of silence honoring the life of past Council Member and Public Servant, Steven Webb.

b. City Manager's Informational Update

City Manager Shawna Burkhart provided the following information:

- A Town Hall Meeting to address Utility Rates is scheduled for December 18th in the Pecan Ball Room—Civic Center at 6:00 p.m.
- A Public Hearing on Utility Rates has been scheduled for December 12th at the Civic Center at 6:00 p.m.
- Listed upcoming Holiday Events
- Announced a citywide cleanup is scheduled for November 22nd with a designated meeting spot at Joe Ramos

c. Utility Billing Update

Assistant City Manager Manuel Chavez, and Assistant Finance Director Roxy Soto, provided an update on the Utility Billing status, indicating that:

- Reversal of the October billing has taken place
- Reinstated old rates
- Adjustments to bills have been applied
- Provided examples of scenarios of various adjustments

8. **RESOLUTIONS:**

a. R:2025-198 A Resolution of the City Council of the City of Del Rio, Texas, Approving the Employment Contract of the City Manager and Authorizing the Mayor to Execute Same

This item was moved to Executive Session Discussion.
Following the Executive Session, no further discussion nor action was taken on this item.

b. R: 2025-200 Discuss and Take Action on a Resolution Authorizing Posting and Publication of Notice of Intention to Issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $265,000 for Improvements to the City's Water System, and Providing an Effective Date

Moved by Councilman J. P. Sanchez, Seconded by Councilwoman Ernestina Martinez motion was made to approve R: 2025-200 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

c. R: 2025-202 Discuss and Take Action On a Resolution Authorizing Posting and Publication of Notice of Intention To Issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $590,000 for Improvements to the City's Waterworks System and Providing An Effective Date.

Moved by Councilman Jesus Lopez, Jr., Seconded by Councilwoman Carmen Gutierrez motion was made to approve R: 2025-202 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

d. R:2025-203 A Resolution of the City Council of the City of Del Rio, Texas, Approving the FY 2025-2026 Contractor Agreement Between the City of Del Rio and the Middle Rio Grande Development Council/Area Agency on Aging for the Provision of Nutrition Services, and Authorizing the City Manager to Execute all Necessary Documents.

Moved by Councilwoman Ernestina Martinez, Seconded by Councilman James DeReus motion was made to approve R: 2025-203 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

e. R:2025-204 A Resolution of the City Council of the City of Del Rio, Texas, Approving the Submission of the FY 2025-2026 Uniform Rate Negotiation Budget Workbook to the Area Agency on Aging of the Middle Rio Grande Area and Authorizing the City Manager to Execute all Necessary Documents.

Moved by Councilman J. P. Sanchez, Seconded by Councilwoman Carmen Gutierrez motion was made to approve R: 2025-204 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

f. R:2025-205 A Resolution of the City Council of the City of Del Rio, Texas, Ratifying the Submission of the HEB "Our Texas, Our Future" FY Year 2025-2026 Grant Application and Authorizing the City Manager to Ratify and Accept the Grant Submission

Moved by Councilman Jesus Lopez, Jr., Seconded by Councilwoman Ernestina Martinez motion was made to approve R: 2025-205 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

9. **ORDINANCES:**

a. O:2025-096-Second Reading — An Ordinance of the City Council of the City of Del Rio Authorizing and Directing the City Manager to Approve a Five-Year Contract with Platform Waste Solutions, Inc. to Provide Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycle Collection and Disposal Services (Second of Three Readings)

Councilman JP Sanchez expressed concern regarding the lack of compaction being performed. He questioned what enforcement measures will be in place to ensure the requirements are met, what are the consequences for non-compliance, and how accountability will be applied.

A Platform representative acknowledged that the issue currently exists and explained that the equipment being used is in poor condition. He stated that if the City approves the contract, Platform will invest in upgraded equipment that will adequately address the compaction concerns.

Councilman Sanchez requested more information be provided at the next meeting with an explanation of the process to determine an appropriate fine/fee structure.

Moved by Councilman J. P. Sanchez, Seconded by Councilman Jesus Lopez, Jr. motion was made to approve the second reading of O: 2025-096 and to bring it back for its third and final reading.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

b. O:2025-093 An Ordinance Correcting Ordinance O:2025-093 that Authorized and Directed the City Manager to Accept the Award for $5,915 from the FY2026 BG-Rifle-Resistant Body Armor Grant #5098702 Program from the Office of the Texas Governor, Public Safety Office

Moved by Councilwoman Carmen Gutierrez, Seconded by Councilman Randy Quinones motion was made to approve O: 2025-093 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

c. O: 2025-102 Ordinance by the City Council of the City of Del Rio, Texas, Ratifying the Acceptance of the "Keep Texas Beautiful: Our Texas, Our Future" Grant provided by Keep Texas Beautiful (KTB) with funds received from HEB and Authorizing the City Manager to Accept the Grant Funds

Moved by Councilman J. P. Sanchez, Seconded by Councilwoman Carmen Gutierrez motion was made to approve O: 2025-102 as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

10. **CONSENT AGENDA**

a. Approval of Minutes:
- November 5, 2025 Special Work Session Meeting
- November 7, 2025 Special Meeting

b. Quarterly Investment Report ending September 30, 2025

Moved by Councilman James DeReus, Seconded by Councilman J. P. Sanchez motion was made to approve the Consent Agenda items as presented.

AYE: Mayor Alvaro Arreola, Councilman James DeReus, Councilman J. P. Sanchez, Councilwoman Ernestina Martinez, Councilman Jesus Lopez, Jr., Councilman Randy Quinones, Councilwoman Carmen Gutierrez

MOTION PASSED - Unanimously

A brief but thorough presentation on the Quarterly Investment Report ending September 30, 2025, was presented by Richard Long following the approval of the Consent Agenda.

11. **EXECUTIVE SESSION**

Mayor Alvaro Arreola called the meeting into Executive Session at 7:27 p.m.
Mayor Alvaro Arreola reconvened the meeting into Open Session at 8:46 p.m., acknowledging no action was taken during the Executive Session.

No further discussion/No action was taken.

a. Executive Session on matters covered by Sec. 551.074(1) — deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee — City Manager

No further discussion/No action was taken.

b. Executive Session to discuss and receive advice on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Texas Open Meetings Act pursuant to Texas Government Code Sections 551.071 (Attorney Client Consultation) and 551.074 (Personnel Matters) regarding complaint(s) and to deliberate the employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Attorney

No further discussion/No action was taken.

c. Executive Session on matters covered by Sec. 551.071(1)(A) of Chapter 551 of the Texas Government Code – consultation with city attorney regarding contemplated litigation — Civic Center Rental Agreements and Delinquent Utility Bills

No further discussion/No action was taken.

d. Executive Session on matters covered by Sec. 551.071(1)(A) of Chapter 551 of the Texas Government Code – consultation with city attorney regarding pending litigation: Paymo Group LLC d/b/a The GoodBar; Cause No. 2025-0170-CIV; In the 63rd Judicial District of Val Verde County, Texas

No further discussion/No action was taken.

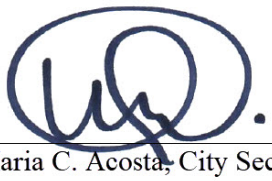
e. Executive Session on matters covered by Sec. 551.071(1)(A) of Chapter 551 of the Texas Government Code – consultation with the city attorney regarding pending litigation - Cause No. 2025-0088-CV; VVCO, et al. vs. Montoya, et al. (Ave J)

No further discussion/No action was taken.

f. Executive Session on matters covered by Sec. 551.072 of Chapter 551 of the Texas Government Code – deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. – Purchase of property for drainage

No further discussion/No action was taken.

12. There being no further business, Mayor Arreola adjourned the meeting at 8:46 p.m.



Maria C. Acosta, City Secretary

City Council Regular **8. a.**

Meeting Date: 12/09/2025

Presented By: Ana Markowski Smith, City Attorney

Submitted By: Ana Maria Giraldo, Deputy City Secretary

Information

SUBJECT:

R:2025-198 A Resolution of the City Council of the City of Del Rio, Texas, Authorizing and Approving an Amendment to the Employment Agreement between the City of Del Rio and the City Manager by Replacing Section 5.1, "Unilateral Severance"; Providing for Related Matters; and Providing an Effective Date

SUMMARY:

This resolution seeks to amend the employment agreement between the City of Del Rio and the City Manager.

BACKGROUND:

Under the Texas Local Government Code, severance pay for executive employees of political subdivisions—including municipalities such as the City of Del Rio—is subject to strict limitations. Specifically, severance may not exceed 20 weeks of compensation and is prohibited altogether in cases involving misconduct. Accordingly, the City must amend the Original Agreement to ensure full compliance with changes made to Section 180.011 of the Texas Local Government Code, effective September 1, 2025.

DISCUSSION:

Under the Texas Local Government Code, severance pay for executive employees of political subdivisions—including municipalities such as the City of Del Rio—is subject to strict limitations. Specifically, severance may not exceed 20 weeks of compensation and is prohibited altogether in cases involving misconduct. Accordingly, the City must amend the Original Agreement to ensure full compliance with Section 180.011 of the Texas Local Government Code. This does not affect any other term of the agreement, which is automatically renewed for one year when it expired on September 8, 2025.

PROS:

By amending the agreement, the City will be in compliance with the law as amended.

CONS:

There are no cons associated with the approval of this item.

RECOMMENDATION:

Approval of the amendment in order to comply with state law.

Fiscal Impact

Summary:

There is no direct fiscal impact associated with this agenda item. The City Manager's position is a budgeted position.

Attachments

R2025-198 Amend CM Agreement

RESOLUTION NO. R:2025-198

A Resolution of the City Council of the City of Del Rio, Texas, Authorizing and Approving an Amendment to the Employment Agreement between the City of Del Rio and the City Manager by Replacing Section 5.1, "Unilateral Severance"; Providing for Related Matters; and Providing an Effective Date

WHEREAS, the City Council of the City of Del Rio (the "Council") and the City Manager (the "Manager") believe that a mutually negotiated employment agreement between the Council, on behalf of the City, and the Manager can be beneficial to the City, the Manager, and the community they collectively serve; and

WHEREAS, when appropriately structured, the Council and the Manager believe that employment agreements strengthen the Council-Manager form of government by promoting excellence, continuity, and stability in the management of the City for the benefit of all citizens; and

WHEREAS, the Council, on behalf of the City, employed the services of the Manager as City Manager of the City of Del Rio on September 9, 2024; and

WHEREAS, the employment agreement between the City and the Manager was for a period of one (1) year, from September 9, 2024, to September 9, 2025, with an automatic one-year renewal upon expiration of the original term (the "Original Agreement"); and

WHEREAS, the Manager accepted employment as City Manager subject to the terms, conditions, and provisions outlined in the Original Agreement; and

WHEREAS, after the execution of the Original Agreement, the Texas Legislature enacted Section 180.011 of the Texas Local Government Code, which imposes limitations on the amount of severance pay that may be provided to executive employees of political subdivisions, including municipalities such as the City of Del Rio, restricting severance to no more than 20 weeks of compensation and prohibiting severance in circumstances involving misconduct; and

WHEREAS, the City is therefore required to amend the Original Agreement to ensure compliance with Section 180.011 of the Texas Local Government Code; and

WHEREAS, the Council and the Manager now desire to amend the Original Agreement by replacing Section 5.1, entitled "Unilateral Severance," with updated terms as mutually agreed upon and compliant with Texas law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

Section 1. **Approval of Amendment.** The City Council hereby approves the amendment to the Original Agreement by replacing Section 5.1, "Unilateral Severance," in its entirety with a revised Section 5.1 as negotiated and attached hereto as *Exhibit A*.

Section 2. The Mayor is hereby authorized to execute, and the City Secretary to attest, the amendment to the employment agreement on behalf of the City of Del Rio.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

EXHIBIT "A"

FIRST AMENDED CITY MANAGER AGREEMENT BY AND BETWEEN THE CITY OF DEL RIO, TEXAS, AND SHAWNA DOWELL BURKHART

This First Amended City Manager Agreement ("Agreement") is made and entered into effective the 9th day of September 2025 by and between the City of Del Rio, Texas, a Texas home rule city (the "City"), and Shawna Dowell Burkhart (the "Manager").

WHEREAS, the City Council of the City of Del Rio (the "Council") and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve; and

WHEREAS, when appropriately structured, the Council and the Manager believe all employment agreements can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens; and

WHEREAS, the Council, on behalf of the City, employed the services of the Manager as the City Manager of the City on September 9, 2024; and

WHEREAS, the agreement between the City and the Manager was for a period of one year, from September 9, 2024, to September 9, 2025, with an automatic renewal of one year upon expiration of the original term (the "Original Agreement"); and

WHEREAS, the Manager accepted employment as the City Manager, subject to the terms, conditions, and provisions of the Original Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed, and do hereby agree to amend the Original Agreement by replacing Section 5.1, "Unilateral Severance" to read as follows:

5.1 Unilateral Severance. As one of the termination events specified in the Original Agreement, the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council, whether with or without good cause, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager at least thirty (30) days in advance of the effective date of such termination, which specifies: (a) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph of the Agreement, (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and (c) the City's commitment to pay the Severance Amount (including a specific line-item breakdown of the items that constitute the total Severance Amount), the Severance Benefits, and the Current Obligations. On or before the Severance Effective Date, the Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Manager, provided that

the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

5.6.1 If Manager's employment is terminated by the City in a "Without Cause Termination," as defined in the Original Agreement, then the City shall pay City Manager a "Severance Payment" which includes a lump sum amount equal to the amount the City Manager would have been paid for 20 weeks, excluding paid time off and accrued vacation leave as a Severance Payment in exchange for a full and final release from City Manager of any potential claims arising from City Manager's employment with and termination from the City. The lump sum payment described herein shall be paid within thirty (30) days of the termination date. City Manager shall be entitled to receive any and all other benefits identified under this Agreement.

5.6.2 Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits, and the Current Obligations, upon a Unilateral Severance, the Manager waives and releases the Manager's rights to continued employment with the City, and the parties waive and release the right to an arbitration hearing on the issue of good cause, in the event of a Unilateral Severance.

There are no other changes to the Original Agreement.

FINALIZED, AGREED, AND ACCEPTED this the _____ day of _____ 2025.

City of Del Rio

_____

ALVARO ARREOLA
Mayor

City Manager

_____

SHAWNA D. BURKHART

ATTEST:

_____

MARIA C. ACOSTA
City Secretary

REVIEWED AS TO FORM:

_____

ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. b.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-206 A Resolution of the City Council of the City of Del Rio, Texas, to Authorize the City Manager to Advertise and Give Notice of a Request for Bids for the Purchase of Vehicles for the Police Department, Approved through the Operation Lone Star Grant Program (OLS)

SUMMARY:

Discussion and possible action on a resolution to authorize and direct the City Manager to advertise and give notice of a request for bids for the purchase of vehicles for the Police Department funded through the Operation Lone Star Grant Program (OLS)

BACKGROUND:

Ordinance No. O:2025-092, an ordinance of the City of Del Rio, Texas, authorizing and directing the City Manager to accept a funding award of $767,680.55 from the FY 2026 Operation Lone Star Grant Program (OLS), Grant #5333402, administered by the Office of the Texas Governor, Public Safety Office, approved on October 28, 2025.

The award includes $200,000 designated for the purchase of two (2) vehicles to replace high?mileage, aging fleet units (15+ years old) and two (2) vehicles for investigative purposes.
The City of Del Rio has assigned these vehicles to the Del Rio Police Department for everyday patrol operations. Several patrol vehicles are nearing the end of their serviceable life. To ensure the best value and pricing, the City of Del Rio shall obtain competitive bids from potential vendors for the acquisition of these four (4) patrol vehicles.

DISCUSSION:

As several units are approaching their expected end of life, the City of Del Rio Police Department is requesting their replacement. The Department invites bids that meet the listed specifications. All submitted bids will be reviewed for accuracy and completeness. The Fleet Division Director will evaluate each bid to ensure compatibility with the advertised specifications. Once a recommendation is made, a resolution will be presented to the City Council for approval.

The City of Del Rio does not favor local or non-local vendors and reserves the right to reject any or all bids that do not meet purchasing requirements, fail to meet specifications, or exceed pricing available through cooperative agreements.

Upon receipt of the new units, the Police Department will retire units 7227, 8212, 7113, and 7114.

Pursuant to Texas Local Government Code Section 252.021, “Competitive Requirements for Purchases,” a municipality must follow competitive sealed bidding or proposal procedures before entering into any contract exceeding $100,000 from one or more municipal funds. By issuing this request for bids, the City of Del Rio is meeting these statutory requirements.

PROS:

Approving this resolution will allow the City of Del Rio to advertise the request for bids and allow vendors who are not part of a cooperative agreement to partake in our bidding process.

CONS:

Upon receipt of the new units, the Police Department will retire units 7227, 8212, 7113, and 7114. In accordance with Local Government Code Section 252.021, Competitive Requirements for Purchases, municipalities are required to use competitive sealed bidding or proposal procedures before entering into any contract exceeding $100,000 from municipal funds. By issuing this request for bids, the City of Del Rio is fulfilling these statutory requirements.

RECOMMENDATION:

The approval of this resolution if the City opts to go out for bids.

Fiscal Impact

Summary:

This resolution authorizes the City Manager to advertise and give notice of a request for bids for the purchase of vehicles for the Police Department funded through the Operation Lone Star Grant from the Office of the Governor. The fiscal impact will be recorded as follows:

Fund: General (101)
Account Number: 5-41-11-5395
Account Name: Advertisements & Notices
Budgeted Amount: $100
Requested Amount: $30

Attachments

R2025-206 RFB Lone Star

RESOLUTION NO. R: 2025-206

A Resolution of the City Council of the City of Del Rio, Texas Authorizing the City Manager to Advertise and Give Notice of a Request for Bids for the Purchase of Vehicles for the Police Department approved through the Operation Lone Star Grant Program (OLS)

WHEREAS, O:2025-092, an ordinance of the City of Del Rio, Texas, authorizing and directing the City Manager to accept a funding award of $767,680.55 from the FY 2026 Operation Lone Star (OLS) Grant Program, Grant #5333402, by the Office of the Texas Governor, Public Safety Office, was approved on October 28, 2025, and included funding in the amount of $200,000 for the purchase of four (4) vehicles; and

WHEREAS, this request for bids intends to obtain sealed bids from qualified vendors who can provide the City with these items; and

WHEREAS, Texas Local Government Code Section 252.021, titled *Competitive Requirements for Purchases*, states that before a municipality may enter into a contract that requires an expenditure of more than $100,000 from one or more municipal funds, the municipality must comply with the procedures prescribed for competitive sealed bidding; and

WHEREAS, the method used for this procurement is consistent with the requirements set by the Texas Local Government Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is authorized to approve the advertisement for a request for bids for the purchase of vehicles for the Police Department approved through the Operation Lone Star Grant Program (OLS) and take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. c.**

Meeting Date: 12/09/2025

Presented By: Janice Pokrant, Planning & Zoning Director

Submitted By: Janice Pokrant, Planning & Zoning Director

Information

SUBJECT:

R:2025-207 A Resolution of the City Council of the City of Del Rio, Texas, Establishing a Policy Authorizing the City Manager to Waive Plan Review Fees for City-Funded Construction and Remodeling Projects on City Property; Providing an Effective Date

SUMMARY:

This resolution formally establishes a policy authorizing the City Manager to waive plan review fees for construction and remodeling projects that are funded, initiated, and managed by the City on City-owned property. Contractors working on these projects will still be responsible for obtaining all required permits, inspections, and associated permit fees.

BACKGROUND:

The City of Del Rio routinely undertakes capital improvement, construction, and remodeling projects at various City-owned facilities. These projects are reviewed by the Development Services Division and by the City's outside plan reviewer, AOKA. Because these are internal municipal projects with no external cost recovery component, assessing plan review fees creates an unnecessary internal charge and administrative step.

The attached resolution clarifies and authorizes the City Manager to waive plan review fees for City-funded projects, while maintaining all permit, inspection, and code compliance requirements.

DISCUSSION:

The policy ensures that the Development Services Division continues to manage full technical plan reviews for City-funded projects, without requiring the internal transfer of plan review fees that serve no external cost-recovery purpose. The resolution also clearly limits the waiver authority to City-funded projects on City-owned property, preventing unintended application to projects by private developers, nonprofit organizations, or other governmental entities without Council approval.

Documentation of each waived fee is still required and must be included in the project file and permit record to ensure transparency and audit readiness.

This policy improves administrative efficiency, reduces unnecessary internal billing, and provides consistent expectations for project managers and contractors working on City facilities.

PROS:

Approving this resolution

- Eliminates unnecessary internal plan review fee transfers.
- Improves administrative efficiency for City-funded construction projects.
- Maintains full permitting, inspection, and code compliance requirements.
- Provides clear, uniform policy direction to staff and contractors.
- Limits waiver authority to only City-initiated and City-funded projects on City property.

CONS:

Approving this Resolution

- Will result in a slight reduction of internal revenue within the Development Services Division.
- The City is currently outsourcing the commercial plan review to AOKA, so there will still be a fee for the plan review that the City will have to pay within the monthly invoice.

RECOMMENDATION:

Staff recommends approval of the proposed resolution authorizing the City Manager to waive plan review fees for City-funded construction and remodeling projects on City-owned property.

Fiscal Impact

Summary:

There is no fiscal impact associated with this agenda item.

Attachments

R2025-207 Plan Review Fee Waiver

Policy

RESOLUTION NO. R: 2025-207

A Resolution of the City Council of the City of Del Rio, Texas, Establishing a Policy Authorizing the City Manager to Waive Plan Review Fees for City-Funded Construction and Remodeling Projects on City Property; Providing an Effective Date

WHEREAS, the City of Del Rio periodically undertakes capital improvement, construction, and remodeling projects for municipal purposes; and

WHEREAS, such projects are funded and managed by the City and require review by the City's Development Services Division to ensure compliance with adopted building codes; and

WHEREAS, charging plan review fees to City-funded projects results in the transfer of public funds from one City department to another, creating no net financial benefit to the public; and

WHEREAS, the City Council finds it efficient and appropriate and in the best interest of the City to authorize the City Manager to waive plan review fees for City-funded construction and remodeling projects on City property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. Plan review for new construction or remodeling building construction projects on City-owned property shall:

A. The City Manager is hereby authorized to waive plan review fees for construction or remodeling projects that are initiated, funded, and managed by the City of Del Rio.

B. Contractors performing work under such projects shall remain responsible for obtaining all applicable building and trade permits, inspections, and for payment of associated permit fees.

C. Any waiver granted pursuant to this section shall be documented in the project and permit filed, noting the authorization and amount waived.

D. This waiver authority shall not extend to projects by other governmental entities, private parties, or developers unless separately authorized by the City Council.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes. They are adopted as part of the City Council's judgment and findings.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is

adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 12th day of December 2025

ALVARO A. ARREOLA
Mayor

ATTEST:

MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

ANA MARKOWSKI SMITH
City Attorney

City of Del Rio – Financial Policies
City of Del Rio Plan Review & Permit Fees Exemption
(Approved December 9, 2025)

Objective

The City of Del Rio routinely undertakes capital improvement, construction, and remodeling projects at various City-owned facilities. These projects are reviewed by the Development Services Division and by the City's outside plan reviewer. Due to their nature, there is no external cost recovery component, assessing plan review fees creates an unnecessary internal charge and administrative step. This policy provides for the City Manager to waive plan review fees for City-funded projects, while maintaining all permit, inspection, and code compliance requirements

Guidelines & Requirements

a. The City Manager is hereby authorized to waive plan review fees for construction or remodeling projects that are initiated, funded, and managed by the City of Del Rio.
b. Contractors performing work under such projects shall remain responsible for obtaining all applicable building and trade permits, inspections, and for payment of associated permit fees.
c. Any waiver granted pursuant to this section shall be documented in the project and permit filed, noting the authorization and amount waived.
d. This waiver authority shall not extend to projects by other governmental entities, private parties, or developers unless separately authorized by the City Council.
e. Documentation of each waived fee is still required and must be included in the project file and permit record to ensure transparency and audit readiness. A fee waiver application or memo will be required and must include the name of the project, plan or permit review fees being waived and exemption justification; this application or memo must be signed and authorized solely by the City Manager.

City Council Regular **8. d.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-208 A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Bond Counsel for Various Texas Water Board Waterworks Systems Development Projects

SUMMARY:

Discussion and possible action on a resolution to ratify the authorization and direction to the City Manager to advertise and give notice on a request for proposals and statements of qualifications for Bond Counsel for various Texas Water Board Waterworks Systems Development Projects.

BACKGROUND:

R:2025-200, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $265,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

R:2025-202, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $590,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

DISCUSSION:

As part of the projects and issuance of certificates of obligations, the City is expected to need professional services to be rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with various projects to improve the City's Waterworks system. The City included the following verbiage on the associated resolutions that were approved on November 18, 2025:

> *The City Manager is authorized to advertise and give notice on requests for proposals for the professional services rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with the above projects and Certificates of Obligation.*

The City of Del Rio Purchasing Policy states the following on procurement of professional services:
In procuring professional services, the City must comply with two statutes: The Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Local Government Code Chapter 252. The City Council must approve the method of procurement for professional services.

The method being used complies with the Texas Government Code and satisfies requirements set forth by the City of Del Rio Purchasing Policy.

PROS:

Approving this ratification allows the City to satisfy purchasing policy requirements.

CONS:

There are no cons associated with the approval of the ratification of this resolution.

RECOMMENDATION:

The approval of this resolution.

Fiscal Impact

Summary:

This resolution authorizes the City manager to advertise and give notice of a request for proposals for a statement of qualifications for bond counsel for various Texas Water Development Board waterworks system projects. The fiscal impact will be recorded as follows:

Fund: Water (651)
Account Number: 5-21-11-5395
Account Name: Advertisements & Notices
Budgeted Amount: $0
Requested Amount: $1,186.19 ($4,744.76 total split 4 ways between community engagement, engineering, financial advisor and bond counsel; this will be posted in the San Antonio Express and advertised locally)
This requires a line-item to line-item budget transfer

Attachments

R2025-208 RFP Bond Council

RESOLUTION NO. R: 2025-208

A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Bond Counsel for Various Texas Water Board Waterworks Systems Development Projects

WHEREAS, on November 18, 2025, the City Council of the City of Del Rio, Texas (the "City Council"), approved Resolution R:2025-200, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $265,000 for improvements to the City's Waterworks System; and

WHEREAS, on that same date, the City Council also approved Resolution R:2025-202, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $590,000 for additional improvements to the City's Waterworks System; and

WHEREAS, the City anticipates requiring professional services from engineers, attorneys, financial advisors, and other consultants, including community engagement managers, in connection with various projects to improve the City's Waterworks System; and

WHEREAS, state law requires the City to obtain professional services through the Professional Services Procurement Act and to award a professional services contract based on demonstrated competence and qualifications rather than competitive bidding for the performance of the particular type of professional service needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is hereby authorized to advertise and give notice of a request for proposals and statements of qualifications for a Financial Advisor for various Texas Water Board Waterworks Systems Development Projects, and to take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. e.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-209 A Resolution by the City Council of the City of Del Rio, Texas, Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for a Financial Advisor for Various Texas Water Board Waterworks Systems Development Projects

SUMMARY:

Discussion and possible action on a resolution to ratify the authorization and direction to the City Manager to advertise and give notice on a request for proposals and statements of qualifications for Financial Advisor for various Texas Water Board Waterworks Systems Development Projects.

BACKGROUND:

R:2025-200, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $265,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

R:2025-202, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $590,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

DISCUSSION:

As part of the projects and issuance of certificates of obligations, the City is expected to need professional services to be rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers, in connection with various projects to improve the City's Waterworks system. The City included the following verbiage on the associated resolutions that were approved on November 18, 2025:

> *The City Manager is authorized to advertise and give notice on requests for proposals for the professional services rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers, in connection with the above projects and Certificates of Obligation.*

The City of Del Rio Purchasing Policy states the following on procurement of professional services:

> In procuring professional services, the City must comply with two statutes: The Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Local Government Code Chapter 252. The City Council must approve the method of procurement for professional services.

The method being used complies with the Texas Government Code and satisfies requirements set forth by the City of Del Rio Purchasing Policy.

PROS:

Approving this ratification allows the City to satisfy purchasing policy requirements.

CONS:

There are no cons associated with the approval of the ratification of this resolution.

RECOMMENDATION:

The approval of this resolution.

Fiscal Impact

Summary:

This resolution authorizes the City manager to advertise and give notice of a request for proposals for a statement of qualifications for financial advisor for various Texas Water Development Board waterworks system projects. The fiscal impact will be recorded as follows:

Fund: Water (651)
Account Number: 5-21-11-5395
Account Name: Advertisements & Notices
Budgeted Amount: $0
Requested Amount: $1,186.19 ($4,744.76 total split 4 ways between community engagement, engineering, financial advisor and bond counsel; this will be posted in the San Antonio Express and advertised locally)
This requires a line-item to line-item budget transfer

Attachments

R2025-209 RFP Financial Advisor

RESOLUTION NO. R: 2025-209

A Resolution of the City Council of the City of Del Rio, Texas, Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for a Financial Advisor for Various Texas Water Board Waterworks Systems Development Projects

WHEREAS, on November 18, 2025, the City Council of the City of Del Rio, Texas (the "City Council"), approved Resolution R:2025-200, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $265,000 for improvements to the City's Waterworks System; and

WHEREAS, on that same date, the City Council also approved Resolution R:2025-202, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $590,000 for additional improvements to the City's Waterworks System; and

WHEREAS, the City anticipates requiring professional services from engineers, attorneys, financial advisors, and other consultants, including community engagement managers, in connection with various projects to improve the City's Waterworks System; and

WHEREAS, state law requires the City to obtain professional services through the Professional Services Procurement Act and to award a professional services contract based on demonstrated competence and qualifications rather than competitive bidding for the performance of the particular type of professional service needed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is hereby authorized to advertise and give notice of a request for proposals and statements of qualifications for a Financial Advisor for various Texas Water Board Waterworks Systems Development Projects, and to take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____

ALVARO ARREOLA
Mayor

ATTEST:

_____

MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____

SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____

ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. f.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-210 A Resolution of the City Council for the City of Del Rio to Ratify the Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Community Engagement Manager for Various Texas Water Board Waterworks Systems Development Projects

SUMMARY:

Discussion and possible action on a resolution to ratify the authorization and direction to the City Manager to advertise and give notice on a request for proposals and statements of qualifications for Community Engagement Manager for various Texas Water Board Waterworks Systems Development Projects

BACKGROUND:

R:2025-200, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $265,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

R:2025-202, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $590,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

DISCUSSION:

As part of the projects and issuance of certificates of obligations, the City is expected to need professional services to be rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with various projects to improve the City's Waterworks system. The City included the following verbiage on the associated resolutions that were approved on November 18, 2025:

> *The City Manager is authorized to advertise and give notice on requests for proposals for the professional services rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with the above projects and Certificates of Obligation.*

The City of Del Rio Purchasing Policy states the following on procurement of professional services:
In procuring professional services, the City must comply with two statutes: The Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Local Government Code Chapter 252. The City Council must approve the method of procurement for professional services. The method being used complies with the Texas Government Code and satisfies requirements set forth by the City of Del Rio Purchasing Policy.

PROS:

Approving this ratification allows the City to satisfy purchasing policy requirements.

CONS:

There are no cons associated with the approval of the ratification of this resolution.

RECOMMENDATION:

The approval of this resolution.

Fiscal Impact

Summary:

This resolution authorizes the City manager to advertise and give notice of a request for proposals for a statement of qualifications for community engagement manager for various Texas Water Development Board waterworks system projects. The fiscal impact will be recorded as follows:

Fund: Water (651)
Account Number: 5-21-11-5395
Account Name: Advertisements & Notices
Budgeted Amount: $0
Requested Amount: $1,186.19 ($4,744.76 total split 4 ways between community engagement, engineering, financial advisor and bond counsel)
This requires a line-item to line-item budget transfer

Attachments

R2025-210 Community Engagement Manager

RESOLUTION NO. R: 2025-210

A Resolution of the City Council for the City of Del Rio to Ratify the Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Community Engagement Manager for Various Texas Water Board Waterworks Systems Development Projects

WHEREAS, on November 18, 2025, the City Council of the City of Del Rio, Texas (the "City Council"), approved Resolution R:2025-200, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $265,000 for improvements to the City's Waterworks System; and

WHEREAS, on that same date, the City Council also approved Resolution R:2025-202, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $590,000 for additional improvements to the City's Waterworks System; and

WHEREAS, the City anticipates requiring professional services from engineers, attorneys, financial advisors, and other consultants, including community engagement managers, in connection with various projects to improve the City's Waterworks System; and

WHEREAS, state law requires the City to obtain professional services through the Professional Services Procurement Act and to award a professional services contract based on demonstrated competence and qualifications rather than competitive bidding for the performance of the particular type of professional service needed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is hereby authorized to advertise and give notice of a request for proposals and statements of qualifications for a Community Engagement Manager for various Texas Water Board Waterworks Systems Development Projects, and to take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. g.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-211 A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Professional Engineering Services for Various Texas Water Board Waterworks Systems Development Projects

SUMMARY:

Discussion and possible action on a resolution to ratify the authorization and direction to the City Manager to advertise and give notice on a request for proposals and statements of qualifications for Professional Engineering Services for Various Texas Water Board Waterworks Systems Development Projects.

BACKGROUND:

R:2025-200, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $265,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

R:2025-202, a resolution to authorize the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a Maximum Aggregate Principal Amount Not to Exceed $590,000 for improvements to the City's Waterworks System, and providing an effective date, was approved on November 18, 2025.

DISCUSSION:

As part of the projects and issuance of certificates of obligations, the City is expected to need professional services to be rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with various projects to improve the City's Waterworks system. The City included the following verbiage on the associated resolutions that were approved on November 18, 2025:
The City Manager is authorized to advertise and give notice on requests for proposals for the professional services rendered by engineers, attorneys, financial advisors, and other consultants, such as community engagement managers in connection with the above projects and Certificates of Obligation.

The City of Del Rio Purchasing Policy states the following on procurement of professional services:
In procuring professional services, the City must comply with two statutes: The Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Local Government Code Chapter 252. The City Council must approve the method of procurement for professional services.

The method being used complies with the Texas Government Code and satisfies requirements set forth by the City of Del Rio Purchasing Policy.

PROS:

Approving this ratification allows the City to satisfy purchasing policy requirements.

CONS:

There are no cons associated with the approval of the ratification of this resolution.

RECOMMENDATION:

The approval of this resolution.

Fiscal Impact

Summary:

This resolution authorizes the City manager to advertise and give notice of a request for proposals for a statement of qualifications for professional engineering services for various Texas Water Development Board waterworks system projects. The fiscal impact will be recorded as follows:

Fund: Water (651)
Account Number: 5-21-11-5395
Account Name: Advertisements & Notices
Budgeted Amount: $0
Requested Amount: $1,186.19 ($4,744.76 total split 4 ways between community engagement, engineering, financial advisor and bond counsel; this will be posted in the San Antonio Express and advertised locally)
This requires a line-item to line-item budget transfer

Attachments

R2025-211 Ratifying Professional Engineering

RESOLUTION NO. R: 2025-211

A Resolution of the City Council of the City of Del Rio, Texas Ratifying Authorization to the City Manager to Advertise and Give Notice on a Request for Proposals and Statements of Qualifications for Professional Engineering Services for Various Texas Water Board Waterworks Systems Development Projects

WHEREAS, on November 18, 2025, the City Council of the City of Del Rio, Texas (the "City Council"), approved Resolution R:2025-200, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $265,000 for improvements to the City's Waterworks System; and

WHEREAS, on that same date, the City Council also approved Resolution R:2025-202, authorizing the posting and publication of notice of intention to issue City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation in a maximum aggregate principal amount not to exceed $590,000 for additional improvements to the City's Waterworks System; and

WHEREAS, the City anticipates requiring professional services from engineers, attorneys, financial advisors, and other consultants, including community engagement managers, in connection with various projects to improve the City's Waterworks System; ; and

WHEREAS, state law requires the City to obtain professional services through the Professional Services Procurement Act and to award a professional services contract on the basis of demonstrated competence and qualifications rather than competitive bidding for the performance of the particular type of professional service needed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is hereby authorized to advertise and give notice of a request for proposals and statements of qualifications for a Professional Engineering Services for various Texas Water Board Waterworks Systems Development Projects, and to take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____

ALVARO ARREOLA
Mayor

ATTEST:

_____

MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____

SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____

ANA MARKOWSKI SMITH
City Attorney

City Council Regular **8. h.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

R:2025-212 A Resolution by the City Council of the City of Del Rio Authorizing the City Manager to Submit an Application Requesting Financial Assistance from the Texas Water Development Board under the Flood Infrastructure Fund (FIF) Application for Flood Management Mitigation Projects (FMP) and Flood Management Strategies (FMS) Categories for Updated Flood Risks Maps Recommended in the Addendum to the Master Watershed Study

SUMMARY:

Discussion and possible action on a resolution by the City Council of the City of Del Rio, Texas, to authorize and direct the City Manager to submit the application requesting financial assistance from The Texas Water Development Board under the Flood Infrastructure Fund (FIF) Application for Flood Management Mitigation Projects (FMP) and Flood Management Strategies (FMS) Categories for Updated Flood Risks Maps for the Addendum to the Master Watershed Study.

BACKGROUND:

The City of Del Rio's Master Watershed Study was originally completed in 2012 and has since served as a key resource for Public Works in addressing regional stormwater drainage needs. On May 23, 2023, City Council approved Ordinance O: 2023-043, authorizing the City Manager to enter into a contract with International Consulting Engineers (ICE) in the amount of $257,905 for professional services to prepare an addendum to the 2012 Master Watershed Study. The purpose of this update is to provide staff with refined data and analysis to help determine priority areas for drainage improvements throughout the City of Del Rio.

ICE received the watershed model on August 15, 2023. Their civil and modeling engineers successfully ran the model used for the original 2012 study and performed a necessary gap analysis to verify its accuracy. During this review, ICE identified that the model relied on one-dimensional flood mapping characteristics, which limited the depth and precision of the analysis.

To address these limitations, City Council approved Resolution R: 2023-107 on November 14, 2023, authorizing Change Order No. 1 in the amount of $63,969 to expand ICE's scope for the Master Watershed Study Addendum.

Subsequently, on May 27, 2025, City Council approved Resolution R: 2025-088, adopting the updated Master Watershed Study. This adoption incorporates the revised findings and recommendations provided by ICE and establishes the study's effective date.

DISCUSSION:

The City of Del Rio is seeking reimbursement from the Texas Water Development Board (TWDB) for the ongoing contract to update flood risk maps using the latest Atlas-14 precipitation data. The City followed all applicable Federal and State procurement requirements to secure an Indefinite Delivery/Indefinite Quantity (IDIQ) engineering contract, through which the contractor received task orders to begin the analysis. The contract, completed in Fall 2024, aligns with this Flood Management Evaluation (FME) and includes all necessary analysis and mapping to produce updated flood risk maps. The contractor's scope includes updating the City's 2012 Master Plan Watershed Study through new HEC-RAS hydraulic modeling.

The 2012 study evaluated multiple watersheds within Del Rio and identified various Capital Improvement Projects (CIPs). Many of these projects were later approved and assigned FME identification numbers by the TWDB Regional Flood Planning Group (RFPG) for Region 15. However, due to the age of the projects, several require re-validation or updated planning estimates. Additionally, because of community growth, new school development, and identified endangered species habitat, several previously recommended CIPs from the 2012 study are no longer feasible.

Similar to the 2012 effort, the current contract covers the entire City and portions of Val Verde County. Del Rio also falls within the Devil's River Soil and Water Conservation District and includes the San Felipe Irrigation District. Since the contract began, the contractor has actively supported stakeholder engagement with Val Verde County. The City will continue coordinating and collaborating to execute a Memorandum of Understanding (MOU) to ensure information is shared across agencies throughout the study.
Upon completion, the study will serve as an updated addendum to the City of Del Rio's drainage master plan. It will provide an updated, non-proprietary HEC-RAS model, identify new CIPs, and validate existing CIPs currently listed in the TWDB Region 15 FME list. The updated analysis will incorporate the latest Atlas-14 precipitation data and freely available topographic information, producing modernized flood risk maps and supporting the development of an updated drainage manual. This will strengthen long-term planning and improve flood mitigation strategies as the community continues to grow.

The TWDB Region 15 Amended 2023 Regional Flood Plan notes that "no counties within the Lower Rio Grande Region have incorporated the recent Atlas-14 rainfall data in their flood risk maps" (Reference: Amended 2023 Regional Flood Plan Region 15 Lower Rio Grande, p. ES-6). The City of Del Rio maintains a floodplain ordinance that conforms to NFIP requirements.

This resolution authorizes the City Manager to submit the application, affidavit, and all related documentation to the Texas Water Development Board.

PROS:
Approving this resolution will allow the City Manager to submit the application.

CONS:
There are no cons associated with the approval of this resolution.

RECOMMENDATION:
The approval of this resolution.

Fiscal Impact

Summary:
There is no fiscal impact associated with this agenda item. The City of Del Rio is seeking reimbursements of funds for the ongoing contract.

Attachments

R2025-212 Submit Application
Application Affidavit
TWDB Resolution
Certificate of Secretary

RESOLUTION NO. R: 2025-212

A Resolution by the City Council of the City of Del Rio Authorizing the City Manager to Submit an Application Requesting Financial Assistance from the Texas Water Development Board under the Flood Infrastructure Fund (FIF) Application for Flood Management Mitigation Projects (FMP) and Flood Management Strategies (FMS) Categories for Updated Flood Risks Maps Recommended in the Addendum to the Master Watershed Study

WHEREAS, the City of Del Rio is seeking reimbursement of funds through TWDB for an ongoing contract to update flood risk maps using the latest Atlas-14 precipitation data; and

WHEREAS, the updated analysis will provide the latest flood risk maps and support the development of an updated manual that will enable better planning and proper drainage management that can mitigate future flooding issues associated with population growth; and

WHEREAS, this resolution authorizes the City Manager to submit the application, affidavit, and related documents to the Texas Water Development Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. The City Manager is hereby authorized to submit an application for Financial Assistance from the Texas Water Development Board under the Flood Infrastructure Fund (FIF) for Flood Management Mitigation Projects (FMP) and Flood Management Strategies (FMS) to update flood risk maps as recommended in the addendum to the Master Watershed Study, and to take all action reasonably necessary to implement the intent of this resolution.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All Resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the_____(authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the_____(authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____(authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The_____(authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The_____(authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____(authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The_____(authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME, by_____,

on this_____day of_____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE_____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____
_____

Engineer: _____
_____

Bond Counsel: _____
_____

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF _____ §
APPLICANT _____ §

I, the undersigned, Secretary of the _____ Texas, DO HEREBY CERTIFY as follows:

1. That on the _____day of_____, 20_____, a regular/special meeting of the _____ was held; the duly constituted members of the _____ being as follows:

_____

all of whom were present at the meeting, except the following:

_____

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the _____ of the _____ requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the _____ for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by_____, the resolution was passed and adopted by the _____ by the following vote:

_____voted "For" _____voted "Against" _____ abstained

all as shown in the official minutes of the _____for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the_____; the qualified and acting members of the _____ on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the _____; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the_____, this the_____ day of_____, 20_____.

_____
Secretary

(SEAL)

City Council Regular **9. a.**

Meeting Date: 12/09/2025

Presented By: Luis Menchaca, Purchasing Agent

Submitted By: Luis Menchaca, Purchasing Agent

Information

SUBJECT:

O:2025-096 - Third Reading — An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Execute a Five-Year Contract with Platform Waste Solutions, Inc. for Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycling Collection, and Disposal Services; Providing a Severability Clause; and Providing an Effective Date (Third and Final of Three Readings)

SUMMARY:

This is the third reading of O: 2025-096 — Discussion and possible action on an Ordinance of the City Council of the City of Del Rio Authorizing and Directing the City Manager to execute a Five-Year Contract with Platform Waste Solutions, Inc. to Provide Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycle Collection and Disposal Services (Third and Final of Three Readings)

BACKGROUND:

R:2025-034, a resolution to authorize and direct the City Manager to advertise and give notice of a request for proposals for landfill services for the City of Del Rio, was approved on February 25, 2025. The request for proposals was posted on the City of Del Rio website on May 6. 2025. A Public Notice was posted at City Hall, Val Verde County Courthouse, San Antonio Express News, and 830Times. Staff and STV, Inc forwarded the request for proposals to various entities that had shown interest in the past in submitting a proposal. A mandatory pre-submission meeting was held where interested vendors could ask the City of Del Rio and STV, Inc questions pertaining to the project. The City of Del Rio received sealed proposals up to June 11, 2025, at 3:00 PM CST. R:2025-150, a resolution by the City Council of the City of Del Rio to authorize and direct the City Manager to negotiate a contract with Platform Waste Solutions for Landfill Services for the City of Del Rio, was approved on August 12, 2025.

DISCUSSION:

Staff have met on multiple occasions with representatives from Platform Waste Solution and STV, Inc. to negotiate the landfill services contract. Several updates have been made to the existing agreement. These include adding additional citywide events to the vendor's responsibilities, requiring them to provide solid waste collection services at no cost for all City buildings and special events. The City is also transitioning to front-load commercial dumpsters, offering options for 2CY, 4CY, and 8CY units. Residential recycling pick-up will continue, and applicable ordinances regarding excessive equipment noise—specifically the 85 dB(A) limit established in Ordinance O:2025-035—will be included.

City staff present this ordinance for its third required reading pursuant to Section 117 of the City of Del Rio Charter. Through this action, the Council grants a franchise and the right to use the streets, highways, alleys, parks, and other public areas as described in the accompanying contract, which must be read three times before becoming effective.

PROS:

Approving this ordinance will satisfy the third and final
of the three readings required per ordinance for the approval of a new
contract for landfill services with Platform Waste Solutions.

CONS:

There are no cons associated with the approval of this ordinance.

RECOMMENDATION:

The approval of this ordinance.

Fiscal Impact

Summary:

There is no fiscal impact associated with this agenda item.

Attachments

O2025-096 PLATFORM Third and final reading

Proposed Agreement

ORDINANCE NO. O:2025-096

An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Execute a Five-Year Contract with Platform Waste Solutions, Inc. for Residential Waste, Commercial Waste, Bulky Waste, Yard Waste, Recycling Collection, and Disposal Services; Providing a Severability Clause; and Providing an Effective Date

WHEREAS, the City of Del Rio seeks to ensure the continued provision of reliable and efficient solid waste and recycling services for its residents and businesses; and

WHEREAS, on February 25, 2025, the City Council approved a resolution authorizing and directing the City Manager to advertise and give notice of a Request for Proposals (RFP) for landfill services for the City of Del Rio; and

WHEREAS, on August 12, 2025, the City Council approved a resolution authorizing and directing the City Manager to negotiate a contract with Platform Waste Solutions, Inc. for landfill services for the City of Del Rio; and

WHEREAS, Platform Waste Solutions, Inc. has been identified as a qualified provider capable of delivering comprehensive waste management services, including residential waste, commercial waste, bulky waste, yard waste, recycling collection, and disposal; and

WHEREAS, the City Council finds that entering into a five-year service agreement with Platform Waste Solutions, Inc. is in the best interest of the health, safety, and welfare of the community; and

WHEREAS, staff have met with representatives of Platform Waste Solutions, Inc. and STV, Inc. on various occasions to negotiate the terms of the proposed contract for landfill services; and

WHEREAS, pursuant to Section 117 of the City Charter of Del Rio, the City Council hereby grants a franchise and the right to use the streets, highways, alleys, parks, and other public places as described in the contract included herein; and

WHEREAS, this is the third and final reading and, in accordance with Section 117 of the City Charter, this ordinance must be read at three separate regular meetings of the City Council before becoming effective.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS:

Section 1. The City Manager is hereby authorized to negotiate, finalize, and execute a contract with Platform Waste Solutions, Inc. for a term of five (5) years to provide residential waste, commercial waste, bulky waste, yard waste, recycling collection, and disposal services, and is directed to consider the grant of a franchise.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 3. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended. Section 8. This ordinance shall be in force and effect from and after its final passage, and it is so ordained.

PASSED AND APPROVED on this 9th day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI

CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND LANDFILL OPERATION

THIS AGREEMENT is made as of September ___, 2025 between the City of Del Rio, Texas ("City") and _____ ("Contractor") for Contractor's collection and disposal of solid waste and operation of a landfill in the general vicinity of Del Rio, Texas, as more particularly defined below ("Project"). In consideration of mutual covenants described herein, City and Contractor agree to the performance by Contractor of services pertaining to the Project and to payment by City for those services, each as set forth more particularly below. Execution of this document by Contractor and City constitutes City's authorization to Contractor to proceed with the service described below on the effective date described below.

ARTICLE I:
CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. Definitions: In this Contract, the following terms have the following meanings:

1.1. *Act of Default or Default* – Any failure to timely, fully or completely comply with one or more material requirements, obligations, performance criteria, duties, terms or conditions as stated in this Agreement.

1.2. *Bag* – A plastic sack designed to store solid waste or yard waste with sufficient wall strength to maintain physical integrity under normal loading when lifted by the top.

1.3. *Brush or Yard Waste* – Tree limbs, grass and plant clippings, leaves, and tree or brush trimmings that are bagged for curbside yard waste collection.

1.4. *Bulky Waste* – 3 cubic yards or less of freon-free appliances, furniture and other large waste materials, Residential Construction Debris, or items that do not fit in the Cart other than Dead Animals, Hazardous Waste, Stable Matter, or other Unacceptable Waste.

1.5. *Business Day* – Any day, Monday through Friday, from 8:00 AM, Central time, until 5:00 PM, Central time.

1.6. *Cart Delivery* – shall mean the Contractor's responsibility for the initial cart delivery to each identified customer upon commencement of this Contract.

1.7. *City* – The City Council of the City of Del Rio, Texas,

1.8. *City Manager* –Shall include the City Manager of the City and the City Manager's designee(s).

1.9. *City Cleanup Program* – One-day events as designated by the City where the Contractor shall provide collection services in support of City Manager's designee(s).

1.10. *Collection* – The removal and transportation of materials from the pickup point to the approved processing or disposal site.

1.11. *Commercial Customer* – A business customer within the corporate limits of City and its extra-territorial jurisdiction and designated by City as a Commercial Customer. These customers

include construction and demolition collection. Commercial customers shall be serviced with carts or containers.

1.12. *Container* – A Receptacle used to store solid waste.

1.13. *Contamination* – The existence of any other material or substance on or contained in Recyclable Materials.

1.14. *Contract* or *Contract Documents* – Includes the following: This Contract, the request for proposals, the Contractor's proposal, addenda, the performance bond, contract area maps, insurance certificates, and supplemental agreements or amendments that are written and signed by representatives of City and Contractor. The terms *Contract* and *Contract Documents* have the same meaning. In case of any contradiction between any documents and this Contract, this Contract prevails, including any conflicts with documents listed herein.

1.15. *Contract Area* – The Del Rio city limits and its extraterritorial jurisdiction, as they now exist or may be amended in the future, as determined by whether the customer holds a water account for service with City.

1.16. *Contractor* –_____

1.17. *Curbside Collection* – Collection service rendered at a residential unit or duplex, involving the placement of containers for collection at or near the curb of the street abutting such property.

1.18. *Dead animals* – Any dead animal or part of an animal greater than ten lbs. in weight, other than those processed for human use.

1.19. *Director* – City Manager of Del Rio, Texas designee responsible to administer this Agreement / Contract.

1.20. *Disposal* – The deposit of any Solid Waste at City's Landfill, or at a disposal site authorized by the Texas Commission on Environmental Quality to manage such waste which meets all local, state and federal requirements.

1.21. *Dumpster* – Any container, with a tight-fitting lid and a minimum capacity of one cubic yard, a maximum capacity of eight cubic yards, and approved for use by the Director.

1.22. *Dwelling Unit* – Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating. A Dwelling Unit shall be deemed to be occupied and shall be assessed a charge for services if any city utility service is provided to the Dwelling Unit, or if any city utility is not provided to a Dwelling Unit, if the unit is served by city solid waste service or Single-stream Recycling service.

1.23. *Garbage* – Readily decayable solid waste, including dead animals, animal and vegetable waste, food containers, and all other waste matter which is likely to attract flies or vermin, except any matter included in the definitions of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

1.24. *Garbage Cart or Solid Waste Cart* – A container that is made with heavy-duty hard plastic or

other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.25. *Hazardous Waste* – Any chemical, compound, mixture, substance or article designated as a "hazardous waste" under state or federal law.

1.26. *Holiday Material* – Holiday Material are decorations, wrapping, gift containers and other items related to the holidays at the end of the year, which material shall be bagged if it does not fit within the Garbage Cart.

1.27. *Landfill* – the City of Del Rio Landfill located at 1897 Railway, Del Rio, Texas.

1.28. *Missed Collection* –A service that is not provided as scheduled. If the service requested is determined to be a late set out, said occurrence is not considered to be a missed collection.

1.29. *Multi-family Unit* – A townhouse, apartment, or condominium unit or other multifamily dwelling that contains 5 or more Dwelling Units.

1.30. *Producer* or *Customer* – An occupant of a Residential, Multi-Family or Commercial customer who generates solid waste or Recyclable Materials.

1.31. *Receptacle* – A container used to store solid waste designed to accept liners that are to be emptied manually.

1.32. *Recyclable Materials* – Garbage or rubbish material that still has useful physical or chemical properties after serving its original purpose and that can be reused or remanufactured into other products. Recyclable material is not Solid Waste, however recyclable material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it shall be Solid Waste with respect only to the party actually abandoning or disposing of the material.

1.33. *Recyclable Materials Processing Facility* – A full service multi-materials recycling facility which accepts bulk delivery of recyclable materials and processes, sorts, and prepares the materials for shipment to raw materials commodity end users for manufacture into new products.

1.34. *Recycling Cart* – Carts labeled for recycling furnished by the Contractor to each designated Residential, Multi-Family or Commercial Unit for use in the collection of recyclable materials on a single stream basis.

1.35. *Recycling Collection Center* – Recycling Containers placed at selected locations for use in the collection of recyclables from citizens-

1.36. *Residential Construction Debris* – Waste resulting from residential construction and/ or demolition projects, including all materials that are directly or indirectly the by-products of residential construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, rubber and plastics. This does not include debris from projects performed by a contractor.

1.37. *Residential Service Charge* – The monthly per customer charge to be paid by City to Contractor

as compensation for providing residential solid waste collection services and/or single stream recycling collection services.

1.38. *Residential Solid Waste* – Solid waste generated by a producer at a Residential Unit.

1.39. *Residential Unit* – A single family dwelling, townhouse, apartment, or condominium unit that contains 4 or fewer units.

1.40. *Roll-off Customer* – A customer requiring a specific type of open-top container generally used for construction or cleanup projects. These containers are placed on site, loaded by the customer, and hauled off by the Contractor with a specialized roll-off truck.

1.41. *Rubbish* – Solid waste that is not readily decayable, including wood, wood products, grass cuttings, plants, leaves, paper, cardboard, cloth, leather, footwear, ashes, cinders, floor sweepings, glass, mineral or metallic materials, and all other waste materials other than Bulky Waste, Construction Debris, Garbage, Hazardous Waste, Stable Matter, Brush or Yard Waste.

1.42. *Scrap Metal*—Items that can be locally recycled, commonly referred to as "white goods", and includes refrigerators, stoves, dishwashers, dryers, clothes washers, bicycles, barbecues, patio or deck furniture, doors, window frames, and hot-water heaters. These items must be free of Freon prior to being placed in the designated scrap metal containers at the City landfill.

1.43. *Set Out* – The items that customers have left for collection and disposal. Proper set outs are for acceptable waste and/or recyclables that has been properly placed into provided containers. Bulk material and bagged grass and leaves are the only items to be collected outside of the provided plastic. Bulk waste will not be collected outside of the container for commercial or industrial customers. The set-out location is curbside.

1.44. *Single-Stream Recycling* – Co-mingled collection, transportation, and processing of recyclable materials. All classes of materials (i.e., paper, cardboard, metals) that are collected in one container either by mechanical or manual means for transport to a recyclable materials processing facility for automated sorting and processing.

1.45. *Site Operating Plan or SOP* – The Site Operating Plan for the Landfill of the City of Del Rio, in effect as of this date and as subsequently amended.

1.46. *Solid Waste* – Garbage, rubbish, Bulky Waste, Construction Debris, Stable Matter, tree trimmings and Yard Waste.

1.47. *Special Events* – City-sponsored activities such as fairs, special gatherings, rallies, and parades which occur at infrequent intervals.

1.48. *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.

1.49. *Unacceptable Set Out Notice* – a multi-part tag notifying the resident of the reason a Set Out was not collected by the contractor.

1.50. *Unacceptable Waste* – Any and all waste that is either:

1.50.1. Waste which is now or in the future prohibited from disposal at a sanitary landfill by state or federal laws or the regulations promulgated thereunder;
1.50.2. Hazardous waste, as defined herein;
1.50.3. Special waste, as defined by the laws of the United States or the State of Texas or the regulations promulgated thereunder;
1.50.4. Tires, concrete, and bulk petroleum or chemical products or by-products;
1.50.5. Septic tank pumping and grease and grit trap wastes;
1.50.6. Sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants, except for sludge from the City's wastewater treatment plant and ancillary activities;
1.50.7. Medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, and sharp objects such as syringes that are not in a protective sealed container;
1.50.8. Liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095);
1.50.9. Waste from an industrial process;
1.50.10. Waste from a pollution control process;
1.50.11. Waste transported in a bulk tanker;
1.50.12. Friable and/or non-friable asbestos waste;
1.50.13. Empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition;
1.50.14. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition;
1.50.15. Soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products;
1.50.16. Any waste that requires other than normal handling, storage, management and/or disposal, as determined by the Director including out of county waste (except by Director approval);
1.50.17. Dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of the City; or
1.50.18. Any waste which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of a disposal site, as determined by the Director.

1.51. *Work* – The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by this Contract on the Contractor.

1.52. *Work Day* – Residential Collection can occur Monday through Friday during the hours of 5:00 AM to 7:00 PM.

1.53. *Yard Waste or Brush* – Tree limbs, grass and plant clippings, and tree or brush trimmings that are bagged or bundled for curbside yard waste collection.

2. Standards of Performance

2.1. The Contractor is responsible for providing solid waste collection and disposal services within the Contract Area in accordance with the terms and conditions of this Contract, and in a good and workmanlike manner. These services shall include furnishing all labor, equipment, tools, materials, insurance, supervision, and all other items necessary to complete the work as specified.

2.2. No work under this Contract may be subcontracted by the Contractor without prior written approval from the City. Any subcontracts shall be in writing and shall be subject to each provision of this Contract. Any request to subcontract shall not be unreasonably withheld by the City.

2.3. The Contractor acknowledges that it has fully acquainted itself with all conditions related to this Contract and, except in force majeure circumstances described below, warrants that it will complete its services in and under any conditions it may encounter or create, without additional cost to the City or customers.

2.4. The Contractor warrants that it is not now nor will it become delinquent in the payment of taxes to any governmental entity, unless the payments allegedly owed by Contract are the subject of a *bona fide* dispute with the taxing entity.

2.5. The City acknowledges that it has fully acquainted itself with all conditions related to this Contract and, except in force majeure circumstances described below, warrants that it will complete its services in and under any conditions it may encounter or create, without additional cost to the Contractor or customers.

3. Representations by Contractor: The Contractor represents to the City that:

3.1. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Contract, subject to the limitations as stated in Section 25 Funding Availability.

3.2. The Contractor has obtained all applicable environmental and other governmental permits, licenses, and authorizations that are necessary to carry on the business and operations contemplated by this Contract.

3.3. The Contractor has obtained all applicable environmental and other governmental permits, licenses, and authorizations that are required under Federal, State, local law, regulation, rule or ordinance.

3.4. To the best of Contractor's knowledge, there is no action, suit, or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way would adversely affect the validity or enforceability of this Contract.

3.5. Contractor acknowledges that a good business relationship between Contractor and the Customers is of high importance to the City. Contractor shall work diligently and courteously to

provide high Customer service to the City and Customers.

3.6. Contractor acknowledges that the City justifiably is relying upon Contractor's representations and warranties within the Contract in deciding to enter into this Contract with Contractor.

4. Grant of Franchise: Any waste collected by roll-off will not be included in the Grant of Franchise. Other services provided with roll-offs for roll-off customers, the City hereby grants Contractor for the term of this Contract, the right, privilege, and franchise to have, use and operate Commercial, Industrial and Residential Services and City Services; in particular, the following:

4.1. Municipal Solid Waste Collection, Bulky Waste Collection, and Recycling Collection for Residential Units and Multi-family Units,

4.2. Municipal Solid Waste Collection, Bulky Waste Collection, and Recycling Collection for City Facilities,

4.3. Municipal Solid Waste Collection for City Events, and

4.4. Municipal Solid Waste Collection, Bulky Waste Collection, and Recycling Collection for Commercial Customers.

5. <u>Solid Waste Collection</u>

5.1. The Contractor shall collect each Customer's Garbage and Rubbish at the Curbside at least once each week that is contained in designated containers provided by the contractor. The Contractor shall provide this service by using semi-automated and/or automated equipment and Garbage Carts.

5.2. The Contractor shall pick up the contents of the Garbage Cart on each scheduled service collection day.

5.3. The Contractor shall furnish each Residential Unit with one new 96-gallon Garbage Cart.

5.3.1. If a Garbage Cart is in need of repair, the Contractor shall make all repairs. If the cart is not repairable as determined by the Director, Contractor shall replace the cart with a cart at no additional cost. If a customer requests an additional Garbage Cart due to waste volume, the Contractor shall deliver the Cart to the customer and be paid a cart delivery fee. The extra cart charge is listed in "Exhibit A".

5.3.2. Cart delivery after the initial delivery will be subject to payment of an additional cost. This initial cart delivery will take place two weeks prior to contract commencement and for two weeks after the contract commencement, any cart delivery after these timelines will be subject to the designated cart delivery fee of $7.50 and payable each month a delivery occurs.

5.3.3. The Contractor is responsible for replacing carts that are damaged due to its and resident's negligence at Contractor's expense and residents are required to replace carts that are due to the resident's gross negligence or intentional damage. The cost for a

replacement cart and delivery fee is in Exhibit A. This cart replacement fee is subject to the annual contract adjustment described in section 17

5.3.4. Carts that are lost or stolen will be replaced by the Contractor at no charge to the City as long as the annual replacement is less than 1.5% of the house count. For lost or stolen carts, replacement fees will be applied to accounts in excess of 1.5% of the annual house count.

5.4. If the Contractor designates a Set Out as "Unaccepted" as described below in Section 5.5, the Contractor shall:

5.4.1. Take a photograph of the entire container;

5.4.2. Collect the portion of the garbage and rubbish that is properly Set Out for collection; and

5.4.3. Place a copy of an Unacceptable Set Out Notice on the uncollected Unacceptable Waste or otherwise improperly set out Solid Waste. Rubbish and garbage contaminated with Acceptable waste that is contaminated with Unacceptable Waste is Unacceptable Waste in its entirety.

5.4.4. At the end of each work day, the Contractor shall provide to the Director copies of all Unaccepted Set Out Notices distributed during the day.

5.4.4.1. The Unacceptable Set Out Notice shall be a multi-part form developed by the Contractor and approved by the Director. The Director's approval will not be unreasonably withheld.

5.4.4.2. This notice must include the address and the reason the Set Out is unacceptable.

5.5. Prior to collection of a Set Out, Contractor may designate a Set Out as Unaccepted for the following reasons:

5.5.1. The Set Out exceeds the Set Out limits as established by this Contract;

5.5.2. A Set Out presents a substantial endangerment, such as disease or death, to the public or employee health or safety; or

5.5.3. A Set Out contains Hazardous Waste or other Unacceptable Waste that cannot be easily separated, such as by manual efforts.

5.5.4. Bulky Waste that does not meet the definition of proper Bulky Waste.

5.5.5. Contaminated Recyclables.

5.6. The Contractor shall propose and implement measures to prevent spillage with the mode of collection (semi-automated and/or automated) used by the Contractor.

5.7. Contractor shall offer the following new additional container sizes to Commercial and Multifamily Units: 96-gallon Garbage Carts and 2-yard, 3-yard, 4-yard, 6-yard and 8-yard containers. The Multifamily or Commercial Customer will determine the container size and pick-

ups. Contractor shall replace all plastic 96-gallon carts and replace any metal carts deemed to be in poor condition to Multifamily or Commercial Customers. The cost for trash service to multi-family and Commercial customers, including the cost schedule for larger containers and variable frequency, is listed in Exhibit A.

5.8. The cost for residential once a week trash service and once every-other week recycle service is listed in Exhibit A.

5.9. Contractor shall offer the following additional container sizes: 20-yard, 30-yard, and 40-yard roll off containers; which shall be available to customers within the City of Del Rio service area.

6. Single Stream Recyclables Collection

6.1. Residential Single-Stream Service

6.1.1. The Contractor shall collect the following Recyclable Materials from each Residential Unit in the contract area one time every-other-week basis on the same day as the regularly scheduled solid waste collection.

Glass Containers
Metal Containers
Aluminum cans
Ferrous cans
Plastic containers (that are acceptable to processor)
Box Board
Newsprint/magazines
Mail
Direct mail advertisements
Old corrugated containers

6.1.2. Such Recyclable Material shall not be comingled with other materials by the Contractor. Notwithstanding, the Contractor shall discard any nonrecyclable portion of the collected single stream recyclables after being sorted through a recyclable sorting system. Unauthorized disposal of proper Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited. Nonrecyclable material segregated from the single stream recyclables can be disposed in the City Landfill if otherwise it is acceptable waste.

6.1.3. Upon request the Contractor shall furnish Residential Unit with a new 96-gallon cart for recycling materials. The cart shall be clearly marked for recycling collection and will contain a different color lid.

6.1.3.1. Residential customers may keep existing 18-gallon recycling material cart. If a Cart (18- or 96-gallon) is in need of repair, the Contractor shall make all repairs. If the cart is not economically repairable, Contractor shall replace the cart at no additional cost.

6.1.3.2. If a customer requests an additional cart due to recycling waste volume, the Contractor shall deliver the Cart to the customer. The charge for an additional recycling cart is further described in Exhibit A.

6.1.3.3. The Contractor shall not limit, except as may otherwise be noted in this

Contract, the amount of Recyclable Materials residents place out for removal. Contractor shall continue to provide recycle collection to all customers using 18- or 96-gallon carts.

6.1.4. The Contractor can designate as "Unacceptable" a container Set Out for Recycling collection under the same standards as set forth in Section 5.5 of this Contract. The Contractor shall resume collection service at the location on the next regularly scheduled collection day.

6.1.5. The Contractor shall have all recyclable materials collected by it processed at a recyclable materials separation/processing site or any other means available as long as the recyclable material is diverted from a landfill. The Contractor shall ensure that any such site used by it is properly licensed or permitted by the State of Texas and other governmental entities having jurisdiction. The Contractor may dispose of any contaminated recyclable materials collected at a Landfill unless the waste is not otherwise allowed to be disposed of at the Landfill.

6.1.6. The cost for Single-stream recycling service is listed in Exhibit A.

6.1.7. Commercial and Multi-Family Single-Stream Service: The Contractor shall establish a program to implement recycling service with commercial and multi-family customers for boxboard and old corrugated containers.

6.1.8. With the Director's approval, the Contractor may have the right to add or delete material types from time to time based upon the commercial markets for the materials. Commercial customers shall be required to separate old corrugated containers from solid waste prior to collection.

6.1.9. Such Recyclable Material shall not be comingled with other materials by the Contractor. Notwithstanding, the Contractor shall not discard any portion of the collected recyclables unless they make up a *de minimis* amount included within the non-recyclable residual remaining after being sorted through a recyclable sorting system. Unauthorized disposal of Recyclable Materials, which were collected as Recyclable Materials, is strictly prohibited.

6.1.10. The following container sizes shall be offered to Commercial and Multifamily Units: 96-gallon carts and 2-yard, 3-yard, and 4-yard containers. The Multifamily or Commercial Customer will determine the container size and pick-ups with the support from the Contractor. Contractor shall replace all plastic 96-gallon carts and replace any metal carts deemed to be in poor condition to Multifamily or Commercial Customers. The cost for recycling service to multi-family and Commercial customers, including the cost schedule for larger containers and variable frequency, is listed in Exhibit A.

6.1.11. The Contractor shall not limit, except as may otherwise be noted in this Contract, the amount of Recyclable Materials placed out for removal.

6.1.12. The Contractor can designate as "Unacceptable" a container Set Out for Recycling collection under the same standards as set forth in Section 5.5 of this Contract. The Contractor shall resume collection service at the location on the next regularly scheduled collection day.

6.2. Recycling Collection Centers

6.2.1 The Contractor shall provide 6 or 8 cy containers at up to four (4) locations as designated by the City to collect single stream recyclables

6.2.2 The containers at these locations shall be emptied at least once per week or more often if necessary, and deliver the recyclables collected to be processed by a recyslable materials separation/processing site or other means available as long as the materials are diverted from the landfill.

6.2.3 The cost for this service in included in Exhibit A.

7. Residential Unit Bulky Waste Collection

7.1. The City shall allow residential customers to transport and deposit Bulky Waste and Yard Waste at the City's landfill facility for no additional fee during the facility's normal operating hours.

7.2. The Contractor shall collect at curbside residential Yard Waste, the Contractor shall collect this material once per week along with Solid Waste during its residential waste collection service.

7.3. The Contractor shall collect each Customer's Bulky Waste once per month. No commercially generated yard waste or bulk waste will be collected.

7.4. Bulky Waste may be limited to 3 cubic yards per customer per month. The Scale House will verify eligible customers by utility bill or other means acceptable to City.

8. Newly Annexed Areas:

8.1. For Residential, Multi-family and Commercial Units in portions of the contract area that have been or are in the future newly annexed to City, the customers will have the choice of either immediately switching to the Contractor, or continuing to use solid waste and recycling collection contractors other than the Contractor with whom they have a written agreement for services for a period of up to two (2) years after the annexation or until after the current period without exercise of an option under the written agreement expires, whichever is sooner. For such areas, City will notify the Contractor of the address of Commercial, Residential or Multi-family Unit to add for services under this Contract during the two-year period.

8.2. No later than after the two-year period, the Contractor shall provide solid waste and single stream recycling services under this Contract for all Residential Units and trash services for all Commercial and Multi-family Units in such areas.

9. City Services and Special Events

9.1. The Contractor shall provide solid waste collection services to all City buildings and special events at no charge. All cart service shall be once per week. City may revise locations, number of facilities, container sizes or number of containers without additional charge.

9.2. The special events will include the Christmas Parade, the 4th of July at the Amphitheatre, Earth Day, El Diez y Séis de Septiembre (3-day festival), Cinco de Mayo at the Brown Plaza, and three San Felipe creek clean-up Saturdays.

10. City Cleanup Program

10.1. Four times each year, as directed by the Director, the Contractor shall provide City Cleanup Program support where the Contractor will provide roll-off containers and a compactor truck with unlimited hauling and disposing from 9:00 a.m. to 1:00 p.m. Said service shall be provided at no additional charge to the City. One event will be at the Civic Center, one at the Joe Ramos Center, and the other two locations to be determined.

10.1.1. Contractor will not agree to nor attempt to plan such cleanup programs without the prior permission and direction of the Director.

10.1.2. City will only waive landfill fees for City Cleanup Programs approved in advance by the Director.

10.2. At locations designated by City, the Contractor shall set-up a manned and supervised citizen drop-off site that accepts Refuse, Residential Construction Debris, Bulky Items, and Brush or Yard Waste. Used oil and batteries can be included but must be separated from other solid waste dropped off. Used oil shall be accepted at the landfill at no charge, as this item cannot be collected at the cleanup site. All listed services shall be provided at no additional charge to City.

10.3. Material not accepted at the landfill will not be accepted at the cleanup.

10.4. This service is for City of Del Rio residents only, and only for the Clean-up Day.

11. Christmas Material and Christmas Tree Pick-Up

11.1. Separate and apart from normal scheduled residential Collection, City shall offer curbside live tree collection on the first non-holiday in January that falls on a Saturday at no extra cost. All tinsel, ornaments and other decorations should be removed from trees before they are Set Out for curbside collections. This service is not for artificial trees.

11.2. Contractor shall pick up extra holiday material in bags or other suitable containers that does not fit into the 96-gallon cart the week of Thanksgiving and the week between Christmas and New Year's Day.

11.2.1. This collection is limited to excess solid waste and does not include Bulky Items.

11.2.2. This collection does include artificial trees.

11.3. For Set Outs outside these parameters, Contractor must provide Unacceptable Set Out Notification.

12. Operation of Collection Services

12.1. Quality of Service

12.1.1. The Contractor shall not spill or leave Solid Waste remaining when making pickups. If the Contractor spills Solid Waste or Recyclables, it will clean the spill by whatever

means necessary before the truck leaves the premises. The Contractor shall be required to pick up any and all litter (including any glass spillage) caused by the provision of services in connection with this Contract.

12.1.2. The Contractor shall clean up liquid and hydraulic spills with an absorbent that shall be carried on all trucks.

12.1.3. If a spill leaves a stain on a roadway, building, or other similar surface, the Contractor shall use all reasonable means available to remove the stain and restore the facility to the satisfaction of the Director.

12.1.4. The Contractor shall be responsible for injuries to any person and damage to any property, including City-owned property caused by or related to the Contractor's operations and activities under this Contract. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. The Contractor shall repair or replace any private or public property which is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight hours or upon written documentation of an insurance claim filing, a reasonable time to allow for an insurance claim to be filed and for the contractor to hire a suitable contractor to perform the required repair/replacement with property of the same or equivalent value at the time of the damage.

12.1.4.1. If Contractor fails to repair or replace damaged property within twenty-four hours, City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

12.2. Collection Routes

12.2.1. Within 45 days of commencement of services, the Contractor shall establish Residential Unit collection routes and will submit a map designating the collection routes and times to the Director for approval annually. For Commercial and Multi-family Units, the Contractor may designate separate routes as those larger containers may require different equipment for pick-up or involve pick-up multiple times each week. Contractor will publish, at Contractor's expense, descriptions of collection routes and times on social media and in the newspaper twice per year.

12.2.2. The Contractor may propose changes in routes or days of collection affecting Residential, Commercial and Multi-family Units by submitting a written request at least 30 days in advance, unless a shorter period of time is approved by the Director. Any change in routes or scheduling shall be subject to approval by the Director prior to implementation.

12.2.3. The Contractor shall deliver a written notice in English and Spanish of approved changes to each affected Residential, Commercial and Multi-family Unit at least 30 days prior to the change, unless a shorter period of notice is approved by the Director.

12.2.4. Prior to the effective date of this contract, and in the event of any changes to the collection days, the Contractor shall publish a map of the approved Residential, Commercial and Multi-family Unit collection days for respective portions of the contract

area in a newspaper circulated in the contract area, and will also provide mailing inserts to the Director for distribution in customer's bills.

12.2.5. The Contractor shall not commence any residential collection or collection adjacent to residential property prior to 7:00 a.m. or after 7:00 p.m., unless otherwise approved by the Director.

12.2.6. The Contractor shall perform a route audit every 12 month(s) and provide a report to the Director.

12.3. Holidays and Inclement Weather

12.3.1. The Contractor may observe four legal holidays in each calendar year (New Year's Day, Independence Day, Thanksgiving Day and Christmas Day).

12.3.2. If a holiday is to be observed, the Contractor will be required to advertise and announce the changes of schedule at least one week in advance of the Holiday through newspaper and social media (website, radio, etc,) outlet. The City may also notify all customers on their proceeding monthly billing statements. If the holiday is observed by Contractor or inclement weather prevents collection, then all other service dates shall be pushed forward by one (1) day during the holiday week. Commercial collection service which occurs on a Monday observed holiday will be provided on the Saturday prior to the observed holiday or an arrangement may be separately made with the commercial customer to avoid any service disruptions. The City may notify these customers on their billing statement at least 30 days in advance of the observed holiday.

12.3.3. In the case of inclement weather, the Contractor shall contact City as soon as practical to inform it of the service delay.

12.4. Complaints

12.4.1. Contractor shall maintain a customer service office, staffed with personnel Monday through Friday, 8:00 a.m. to 5:00 p.m., within five miles of the City of Del Rio. If the Contractor receives a complaint directly from a customer, the Contractor shall respond courteously and direct the customer to the contact point identified for this purpose by City.

12.4.1.1. If such complaint is directed by the customer to the Contractor, the deadlines and resulting requirements as listed in Section 12.4.3 below apply and delivery of complaint by the customer serves as the time by which to judge compliance.

12.4.1.2. Contractor shall notify the City's customer service representative (utilities@cityofdelrio.com) of the complaint within two hours of the receipt.

12.4.2. All customer service complaints for Residential and City collections shall initially be directed to City. If the City is contacted, the City shall contact the customer service office by e-mail and provide the following information: (i) Customer name, address, and phone number; (ii) Type of complaint.

12.4.3. For all complaints, whether received by City or the Contractor, the Contractor shall

resolve each complaint within the following parameters:

12.4.3.1 If the complaint is a GPS verified missed collection, Contractor shall pick up the missed collection on the same day if the complaint is delivered to the Contractor prior to 1:00 p.m.

12.4.3.2 If the complaint is a verified by GPS missed collection, Contractor shall pick up the missed collection before 7:00 p.m. on the next calendar day if the complaint is delivered to the Contractor after 1:00 p.m.

12.4.3.3 If the complaint is other than a missed collection, Contractor shall resolve the complaint within twenty four hours of notice of such complaint to Contractor.

12.4.3.4 If Contractor provides Documentation of Non Set Out issued at a complainant's address, collection need not be provided until the next scheduled service day.

12.4.3.4.1 In such case, if the customer requests a pick-up after being informed that there was no set out, a special service fee will be billed by the City after request by Contractor.

12.4.4 For each customer complaint, Contractor shall record the complaint, including: (i) Date and time complaint was delivered to Contractor; (ii) Identification of the person whom delivered the complaint to the Contractor; (iii) Contractor's determination of complaint as legitimate or non-legitimate; (iv) Date, time, and action taken to resolve complaint; and (v) Name of responsible contact at Contractor's location regarding the complaint.

12.4.5 Contractor shall submit the complaint report, in a format approved by the Director, to the Director, or his designee, prior to 2:00 p.m. each business day.

12.4.6 The Contractor shall provide communication to all trucks from its base of operations.

12.5 Complaint Resolution and Penalties

Contractor agrees as follows:

12.5.1 Notwithstanding anything to the contrary relating to administrative penalties, the parties agree that Contractor will not be charged an administrative penalty under Section 19 unless verified customer missed collections exceed five (5) per one thousand (1,000) in any month..

12.5.2 The Contractor may appeal a penalty assessment by filing a written notice with the City Manager within 10 days of the date of the City Manager's decision. The City Manager will reconsider the penalty assessment within ten days or more after the date the appeal notice is filed.

12.5.3 Administrative penalties that are assessed against Contractor shall be deducted from City's payment to the Contractor for the billing cycle following the City Manager's determination (or the City Council's determination if appealed).

12.6 Equipment

12.6.1 The Contractor shall operate only enclosed packer type trucks suitable to keep the solid waste or recyclable materials from falling or blowing from the trucks. Solid waste or recyclable materials hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented.

12.6.2 All of the Contractor's equipment shall be in good mechanical condition and have an average age of no more than 5 to 7 years old throughout the term of this Contract and possess current federal and TXDOT certifications.

12.6.3 The Contractor shall provide radio or mobile communication to all trucks. All trucks shall be equipped with a GPS tracking system. The City will be provided internet access to the same GPS system that Contractor has employed in its vehicles.

12.6.4 The Contractor shall keep all equipment clean and in a good state of repair. The Contractor shall provide written documentation of any maintenance and/or repairs performed on all vehicles and/or equipment to ensure that each meets the requirements of this Contract and submit to Director monthly

12.6.5 The Contractor shall not allow the noise level for the collection vehicles during the stationary collection or compaction process not to exceed 85 decibels.

12.6.6 The Contractor shall identify its vehicles and other equipment with the name, address, and phone number of the Contractor's local office on each of its passenger doors so that the information is clearly readable from a distance of 100 feet.

12.6.7 The Contractor shall provide access at any time for City to inspect the equipment to ensure that all equipment meets the requirements of this Contract and has the proper TXDOT certification.

12.6.8 The Contractor shall use only equipment manufactured by a nationally known manufacturer.

12.6.9 All collection equipment of the Contractor shall be equipped with GPS type equipment such that the location of each collection vehicle may be determined at any time. Contractor shall provide the City with access to all collection truck GPS.

12.7 Personnel

12.7.1 The Contractor shall provide properly trained, capable drivers with current class "B" drivers' licenses.

12.7.2 All employees involved in the performance of this Contract, including office and all collection personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they shall be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed collections. All supervisory and collection employees shall be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All collection,

administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor.

12.7.3 The Contractor shall ensure that all of its employees, permanent or temporary, present a neat appearance and can be easily recognized while performing work under this contract. All of its employees will wear appropriate identification badges or uniforms.

12.7.4 The Contractor shall ensure that any persons employed who are not United States citizens have work permits.

12.8 Customer Service/Office Facilities

12.8.1 Contractor shall maintain a local Customer service center within the Contract Area at which Customers may, during normal business hours, personally address their complaints to an authorized representative of Contractor and to provide a sufficient number of local telephone numbers at which such Customers may address their complaints or follow up on complaints they have made in person at such local Customer service center.

12.8.2 The Contractor shall provide for voice mail receipt of after-hours inquiries and communications.

12.9 The Contractor shall haul and dispose of all solid waste collected by it in the contract area to the City's Landfill. The Contractor shall not comingle any waste collected under this Contract with any materials or waste collected not pursuant to this Contract.

12.10 Interruption of Service

12.10.1 In the event the services are interrupted for any reason within the Contractor's reasonable control for more than 24 hours, City will have the right to make temporary independent arrangements for continuing these services to protect the public health and safety. In the event of this type of interruption, the Contractor shall bear all reasonable expenses incurred for the services.

12.10.2 Notwithstanding any other provision of this Contract, if an interruption in service continues for a period of ten calendar days, City will have the right to immediately terminate this Contract and to seek any remedy provided by law.

12.10 Natural Disaster

12.10.1 In the case of excessive amounts of solid waste caused by a tornado, severe storm, high winds, flooding, hurricane, ice storm or other similar natural occurrence or act of God, City may dispose of the solid waste in whatever manner it may elect.; provided however, that City will attempt in good faith to use the Contractor's services if they can be used at the same or lower cost than other methods available to City.

12.10.2 The Contractor agrees to provide up to 10 roll-off boxes at no additional cost to the City.

12.10.3 If City elects to use Contractor, then Contractor agrees to provide a rear-load truck and two employees and/or roll-off boxes at the designated rates listed in Exhibit A.

12.11 Place of Collection

12.11.1 The Contractor shall perform all residential solid waste and recyclable materials collection activities at curbside.

12.11.2 The customer is responsible for placing 96-gallon and smaller containers at the curb within 3 feet and from all obstacles. The Contractor shall place the container within 3 feet of the curb following collection services and ensure that the lid is closed.

12.11.3 Containers 2 cubic yards and larger shall be placed on private property in a suitable location. The Contractor shall place the container back in the same suitable location on private property following collection services. The contractor will only be responsible for damage to container placement areas that are a direct result of its collection service. The contractor will not assume responsibility for damage to private property damaged by the normal wear and tear of garbage and recycling collection services.

13 Landfill Operation and Maintenance

13.1 Contractor shall be responsible for operation and maintenance of the Landfill as specified below and described in the Site Operating Plan, as it reads at the signing of this Agreement and as may be amended by City throughout the duration of this Contract. Contractor shall be responsible for performing its designated duties at the landfill described below and in the SOP. The City will be responsible for designated duties as described below and in the SOP.

13.1.1 Contractor and City must comply with the following, as they exist at the execution of this Contract and as they may change through the duration of this Agreement:

13.1.1.1 all TCEQ requirements;

13.1.1.2 all applicable local, state, and federal laws;

13.1.1.3 all OSHA rules and regulations;

13.1.1.4 the Landfill permit, current or as amended; and

13.1.1.5 the Site Operating Plan, current or as amended in the future.

13.2 Contractor and the City are responsible for assuring compliance with all regulations applicable to the landfill, as designated herein and in the SOP. If the Landfill is subject to regulatory fines or compliance associated with failure of the contractor to perform services listed in this Agreement, the contractor shall be responsible for paying any such fines or administrative charges, or reimbursing the City if such charges are assessed against the City.

13.2.1 Any fines or charges shall be paid when assessed.

13.2.2 Contractor will not be responsible for payment of fines, administrative charges, or penalties assessed against the City if the action complained of in the assessment is not listed as a service required in at least one of the following: (a) Contract and Contract Documents; (b) the SOP; (c) TCEQ Landfill Permit; (d) state, federal or local regulation, law, or ordinance relating to landfill supervision and operation.

13.3 Contractor shall employ only such superintendents, foremen, and workmen who are competent and fully qualified to perform the duties and tasks assigned to them. All Contractor's employees shall have qualifications and training consistent with employee descriptions in the SOP. All employees of the Contractor or any subcontractors shall have sufficient skill, ability, and experience to operate any equipment necessary to properly perform their assigned duties.

13.4 Contractor shall, at its sole cost and expense, furnish designated equipment as specified in the Site Operating Plan and thereafter maintain this equipment as is reasonably necessary for performance of the work.

13.4.1 Contractor shall clean the vehicles and equipment on a regular basis to maintain sanitary and safe working conditions.

13.4.2 All of the Contractor's equipment shall be in good mechanical condition, with an average of age of no more than 10 to 15 years old and possess current federal and TXDOT certifications.

13.4.3 Contractor shall maintain files and records of all citations and violations of any laws, statutes, orders, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files shall be available at all times for review by City and contractor.

13.4.4 Contractor shall submit to City a complete written inventory of all equipment used in Landfill and Collection Operations monthly.

13.4.5 City shall have the right to inspect the Contractor's Equipment and operations at any time to ensure compliance with this agreement.

13.4.6 Contractor shall not store collection equipment that is not listed in the SOP at the Landfill. The Contractor shall remove non-landfill operations related equipment stored at the Landfill within 24 hours of a request to remove such equipment from the Director. The contractor shall be allowed to store roll off containers and other equipment at the landfill to support its daily operations. Such storage shall be subject to lease rate for storage space as specified in the attached "Exhibit A".

13.4.6.1 Contractor shall be provided limited access to the City landfill at a mutually acceptable location where City landfill property adjoins with the contractor.

13.4.6.2 Roads – City shall be responsible for the construction and maintenance of an all-weather road to the Landfill. This road will be constructed in such a manner to allow water to drain, with substantial base material, and with at least a rock/oil surface. The road shall be constructed to handle vehicles with the size and weight that will predominantly travel this road. The City shall not be responsible for road repair other than normal wear and tear.

13.4.6.3 Fencing and Gates – City shall be responsible for the installation and maintenance of perimeter fencing, entrance gates, and sector fencing for the Landfill and any related areas.

13.4.6.4 Drainpipe and Filter Fabric – City shall furnish and install the drainpipe and

filter fabric when required to construct the drainage basin.

13.4.6.5 Signs – City shall furnish all signs as required at Landfill. City shall furnish all signs as specified in the SOP and in accordance with the requirements by the TCEQ.

The Contractor shall furnish signs to direct traffic for residents dropping off solid waste.

13.4.6.6 Water – City shall furnish both water and a standpipe having a capacity to fill a Contractor-owned water truck near the Landfill for use in the landfill. This standpipe shall be located in close proximity to the Landfill. City shall provide all water for use at the landfill at no cost to the Contractor.

13.4.6.7 Scale House – City shall maintain and perform all scale house functions to perform the daily operations of the scale house. The City shall provide the contractor access to any and all records at the landfill during the term of the contract and for three years after the termination of any contract to perform landfill and collection services with the City.

13.4.6.8 Landfill Billing and Collection – City shall be responsible for all billing and collection of all Landfill accounts, public and private.

13.4.6.9 Landfill Site – City shall furnish the site and be responsible for the provision of the land at the City of Del Rio Municipal Landfill.

13.4.6.10 Landfill Permit – City shall be responsible for obtaining landfill permits and any amendments or modifications to the permits that are required by the TCEQ. MSW No. 207B, the current permit as issued by the TCEQ, will be provided by the City to the Contractor upon request. The City shall be responsible for updating other regulatory documents and providing them to the contractor. City shall provide any proposed amendments and final amendment to Contractor.

13.4.6.11 Landfill Site Operating Plan – City shall be responsible for preparing the SOP and any amendments or modifications to the permit that are required by the TCEQ. Any proposed amendments or modifications, documents, changes, etc., to the SOP shall be provided by the City to the Contractor. Any changes to the SOP that increases the Contractor's operational costs will trigger a negotiation to settle upon an equitable adjustment to cover the increase cost to operate the landfill. Any site operations by the Contractor not in compliance with the Permit that require corrective action and/or Permit Amendments will be at the cost of the Contractor (i.e. filling of waste in areas above the permitted elevation, etc.)

13.4.6.12 Stormwater Monitoring and Runoff Control – City shall be responsible for all storm water monitoring, reporting and control, including provision and installation of drainpipes and filter fabric required for the drainage basins.

13.4.6.13 Electricity – City shall be responsible for furnishing electrical power to the

Landfill.

13.4.6.14 TCEQ Fees – City shall be responsible for paying TCEQ fees quarterly to TCEQ.

13.4.6.15 Activity Monitoring – City shall be responsible for monitoring all Contractor activities at the landfill and record operations.

13.4.6.16 Closure and Post Closure – City shall provide closure activities for all landfill cells past and present.

13.4.6.17 Financial Assurance – City shall maintain financial assurance for the landfill consistent with TCEQ requirements.

13.4.6.18 Final Cover – City shall apply final cover to completed areas of the Landfill that City completes in accordance with the Final Closure Plan final contours and composition specifications.

13.5 Contractor is responsible for initiating, maintaining, and supervising all equipment maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder.

13.6 Contractor shall be responsible for collection and disposal of the Leachate according to the requirements of TCEQ and the SOP, as currently required and as amended in the future.

13.6.1 Contractor shall furnish all labor, equipment, and maintenance of all pumps and controls for the collection and disposal of the leachate.

13.6.2 Contractor shall furnish replacement pumps and controls as a pass-through cost to the City, but such replacements will only be obtained upon written approval by the Director.

13.6.3 Contractor shall be responsible for operation and reasonable maintenance of all leachate collection sumps. The City will provide the contractor an inspection and condition report of all Leachate pumps and controls systems that describes the current conditions of the systems. These pumps and control systems must be in acceptable working order as of the commencement date of the contract.

13.7 Contractor shall be responsible for placing, compacting, and applying daily and intermediate cover to Solid Waste in accordance with the SOP. Daily cover may be soil or alternate daily cover approved by TCEQ. Contractor will use approved alternate daily cover daily and use soil daily cover once per week to maximize waste capacity.

13.7.1 Contractor shall obtain optimum compaction of Solid Waste placed in the landfill.

13.7.2 Soil cover shall be placed over compacted solid waste at a depth of six inches.

13.7.3 Cover soils shall be excavated by the contractor from specific areas only as designated by the Director. The Director shall provide the contractor a map of the designated excavation area to include the estimated amount of cover soil available for excavation for use as daily and intermediate cover.

13.7.4 Contractor shall maintain a daily log of the quantity of cover soils applied as daily cover and intermediate cover. Such log shall be submitted to the City monthly.

13.7.5 The Contractor guarantees that the compaction rate in pounds per cubic yard of Solid Waste placed in the landfill (inclusive of airspace consumed by daily cover) shall be 1000 pounds per cubic yard as measured by a conventional survey of the active cell. If the guaranteed compaction rate is not met, administrative fees shall be assessed against the contractor as described in Exhibit B. In the event of emergency not caused by the Contractor, or Force Majeure, the Contractor and the Director shall negotiate an adjustment to the airspace calculation and guarantee.

13.7.6 On or before February 15, 2026, the Contractor shall prepare an aerial topography of the active landfill cell. Annually thereafter, the Contractor and City will measure the airspace consumed using the designated survey method. The aerial topography shall be certified by a Registered Professional Land Surveyor, and the airspace calculation shall be completed and certified by a or a Registered Professional Engineer retained and selected by the City. The topographic survey shall be provided in a format approved by the Director. If the contractor can document stockpile quantities, temporary roadways, temporary berms, or other temporary elements on the landfill to the satisfaction of the Director, these quantities may be removed from the airspace calculation. The airspace calculation will be determined on an annual basis. Airspace consumed prior to February 1, 2026 will not be considered in the airspace consumption calculation.

13.7 Contractor shall be responsible for recycling scrap tires when disposed at the Landfill improperly.

13.7.1 Contractor shall perform waste screening activities at the working face and waste screening activities at the scale house to eliminate the delivery of waste tires to the Landfill in accordance with the SOP, with a minimum of 3 employees. The City may instruct the person delivering tires to the landfill workface to remove identified tires for proper disposal by the delivering person.

13.7.2 Contractor shall be responsible for arranging the disposal of scrap tires and shall employ only companies properly licensed by the TCEQ for this service.

13.7.3 No more than one trailer load of an approximate size of 7’ x 8’ x 53’ shall be allowed to accumulate on-site at the Landfill before removal.

13.8 Contractor shall be responsible for recycling applicable Bulky Waste when disposed at the Landfill. The City shall direct all applicable scrap metal to the designated recycling roll off container at the landfill.

13.8.1 Contractor shall be responsible for the maintenance of the recyclable Bulky Waste storage area at the Landfill.

13.8.2 Contractor shall be responsible for arranging for the disposal of recyclable Bulky Waste through an agreement with a recycling company. No more than one roll off container of recyclable Bulky Waste shall be allowed to accumulate on site before removal.

13.9 Contractor shall be responsible for the handling of acceptable Sludge from City’s wastewater

treatment plants, including collection from plants, storage at the Landfill, and disposal at the Landfill. The Contractor shall be compensated for this sludge as described in Exhibit A.

13.9.1 Contractor shall handle the acceptable sludge by either spreading the sludge over the closed landfill cells for soil enhancement, ground cover growth, and / or post-closure maintenance by a third-party contractor.

13.10 Contractor shall be responsible for recycling applicable electronic waste when delivered to the landfill. The waste shall be placed in a roll-off container.

13.10.1 Contractor shall be responsible for maintenance of the electronic waste storage area at the Landfill.

13.10.2

Contractor shall be responsible for arranging for the proper disposal of recycled electronic waste through agreement with a recycling company. No more than one roll-off container of recycled electronic waste shall be allowed to accumulate on site before removal.

13.11 City will be responsible for the mulching of brush material delivered to the Landfill site.

13.11.1 Contractor will utilize the mulched material to the fullest by mixing with sludge or by itself and used for erosion control or other approved uses on the Landfill.

13.12 Contractor shall be responsible for the provision, installation, and maintenance of all litter fences and litter removal activities.

13.12.1 Contractor shall use portable litter control fences at the working face. Such fences shall be no less than four feet in height and have openings no larger than 2 inches.

13.12.2 Contractor shall provide and maintain a permanent litter control fence around the active cell of the landfill (currently cell 6). This litter control fence will be an estimated 20 feet tall and will provide containment around as much of the active cell as is feasible and acceptable to the City and contractor. The parties will jointly plan and work with industry knowledgeable manufactures to develop this permanent litter control fence system.

13.12.3 Windblown litter shall not remain uncollected for more than 48 hours, including litter against temporary or permanent fencing, in shrubs and trees, in ditches or retention areas. Litter adjacent to the landfill workface shall be collected daily. Contractor shall be responsible for collecting litter.

13.13 Contractor shall be responsible for water application on the roads inside the Landfill for appropriate dust control.

13.13.1 The roads and ramps inside the active landfill area shall be maintained by Contractor in a safe manner and with appropriate dust control.

13.13.2 Roads should be maintained by a motor grader as needed, but no less frequently that weekly.

13.14 The City shall be responsible for maintaining all drainage structures and drainage swales, final closure cover, and intermediate cover systems.

13.15 Contractor shall be responsible for providing containers at the Landfill Site Entrance to be used by Citizens for placement of waste during inclement weather. Contractor shall be responsible for transporting this waste to the working face and disposal without additional fee from the City.

14 Education and Incentive Program

14.1 Contractor shall be an integral part of a continuing City service to which the residents are accustomed and will provide a high level of cooperation with City and its citizens in carrying out the services specified in this Contract.

14.2 Contractor shall develop and implement a Public Outreach/Education Program related to its solid waste collection, disposal and recycling activities. An outline of this Program and a schedule detailing all activities of this Program for the following year shall be submitted to the Director for review and approval at least 60 days prior to the beginning of the program or project, and annually thereafter. This schedule must include an annual art contest with an elementary school or other worthy events in the city and communications with the citizens to promote awareness of the importance of proper refuse disposal, the need for recycling, how the Single Stream Recycling Program works, and other ways to have a safe and healthy environment, i.e. anti-littering campaigns, composting, etc. In an event that a government body shuts down public events/gatherings and schools due to a pandemic or any other reason the Contractor shall comply with local regulations.

14.3 Contractor shall continue program development and implementation throughout the term of the Contract.

14.4 Contractor shall schedule quarterly meetings with City staff to review and evaluate the program's effectiveness. Components of the program will consist of: (i) facility tours; (ii) Arrange visits for each elementary and middle school in the Del Rio service area to present educational programs and information yearly, and (iii) monthly social media videos and audio training spots.

14.5 The Contractor shall pay all reasonable costs for the public information programs, and education programs.

14.6 The Contractor shall develop and distribute by mail to each customer literature in Spanish and English to inform affected customers on all aspects of the collection services, which will include but not be limited to, days of service, materials to be recycled, method of preparation required, and placement of containers for collection. The Contractor shall submit all educational literature to City for its approval prior to distributing it to customers.

14.7 For the first year, the Contractor shall provide a written report to City on a quarterly basis on the nature and extent of the public information program. For subsequent years, the Contractor shall provide a written report to City on an annual basis on the nature and extent of the public information program.

14.8 The Contractor shall make available to public schools and civic groups educational materials regarding the Contractor's recycling program.

14.9 RESERVED

14.10 The Contractor shall assist City with educational and public outreach materials and representation

at public events such as National Recycling Week, Earth Day, and similar events.

14.11 The Carts will display the Contractor's name, and an ID stenciled on each cart for identification.

14.12 Contractor agrees to provide the following additional educational services, at no additional cost:

14.12.1 Press releases, newsletter articles and bill inserts in English and Spanish;

14.12.2 A link on Contractor's website that provides specific details regarding single stream recycling;

14.12.3 Furnish an informational pamphlet in English and Spanish for distribution to each residential unit prior to commencement of recycling service, to each new residential solid waste customer; and to schools and civic groups on an as needed basis;

14.12.4 Furnish a short video to explain single-stream recycling suitable for use in schools, civic group presentations, or on a local educational or governmental television channel should one be used by City;

14.12.5 Develop educational materials in Spanish and English suitable for distribution by City's representatives to students in grades K – 12 and civic groups on the benefits of single stream recycling and proper recycling practices;

14.13 Contractor shall distinguish the trucks used for recycling from trucks used for solid waste collection on the exterior of each truck.

14.14 Contractor shall develop a program to roll out single stream recycling at single-family residences, commercial sites, schools, and multi-family units within the contract area in cooperation with community partners.

ARTICLE II:
PAYMENTS

15 Rates and Billing

15.1 The Contractor shall bill City for service rendered to Commercial, Roll Off, Residential and Multi-family Units during a month within ten calendar days following the end of the month, and City will pay the Contractor on or before the 30th day following the date of each bill. Payments after the 30th day will accrue interest as provided in SECTION 2251 OF THE TEXAS GOVERNMENT CODE as amended.

15.2 The Contractor shall bill the City monthly for services rendered for landfill operation and maintenance in accordance with the fees specified in Exhibit A. The Contractor will not be paid the landfill operating and disposal fee for any tonnage hauled to the landfill by the Contractor. The cost of disposal for this waste should be included in the residential collection rates and commercial collection rates for the residential and commercial waste collection by the Contractor

15.3 Such billing and payment shall be based on the rates and schedules set forth in Exhibit A.

16 Calculation of Payments for Commercial, Residential and Multi-Family Units

16.1 Payment for each month's service shall be determined by applying the contract Commercial, Residential and Multi-family Unit price for collections to the actual number of occupied Commercial Units, and Residential or Multi-family Dwelling Units within the contract area during the immediately preceding month as shown by City's utility billing records, plus the contract unit price per additional cart per actual number of additional carts delivered and serviced.

16.2 New accounts added after the first day of a month shall be counted as having received service for a full month. Accounts discontinued during a given month shall be counted as having received service for that month, as determined by the above-described reports.

16.3 On an as needed basis, but at least annually, at a time mutually agreeable to City and Contractor, Contractor shall provide City with billing audits which will compare units being billed vs. units serviced to make certain that customer billing is accurate.

16.3.1 When the Contractor identifies units that are being serviced and are not being billed, the Contractor shall provide the addresses of the units to City as well as the type of service being provided and the date such service began or ended. City will have 60 working days to verify the list and provide a response to the Contractor. City may ask for an extension as necessary to complete the audit process. These audits will not delay payments to the contractor for services rendered.

16.3.2 Units not being billed, but that were found to have been serviced by the Contractor shall be added to the billing. Units that should not be billed shall be returned to the Contractor with the reason for not being added to the billing. City’s reconciliation of discrepancies shall be final.

16.4 The Contractor may request in writing that payments due or to become due to it be assigned to a bank or other financing institution, provided that prior written approval is obtained through the City Manager, and payment by City is made only to one party. Any assignment not in conformance with this provision shall be null and void as to City. A fee of $100.00 per contract, per request, shall be charged to the Contractor for administrative costs in processing each assignment under this paragraph. Upon payment of such fee to City, contract payments shall be modified to reflect the changed payee name and address.

17 Modification of Rates

17.1 The rates of Exhibit A charged by the Contractor for the period February 1, 2026, to the end of the contract term shall be adjusted upward or downward annually to reflect the net percentage change from the previous 12 month index comparison furnished in the Producer Price Index – Solid Waste collection, Series ID: PCU562111562111 and the Producer Price Index – Commodities, #2 Diesel Fuel, Series ID: WPS057303 both published by the United States Department of Labor, Bureau of Labor Statistics. All fees described in Exhibit A shall be adjusted annually in a percentage equal to 85 percent of the net percentage change in the PPI Solid Waste Collection Series and 15 percent of the net percentage change of the PPI Commodities #2 Diesel Fuel Index. Adjustments in accord with this formula shall be limited in accord with section 18.3 and will include a decrease in fees if applicable.

17.2 Not later than December 31 of each year of this Contract the Contractor shall send City a comparative statement of the Indices for the available preceding 12-month period.

17.3 In order to protect the Customer, City and Contractor from extreme price fluctuations and provide price stability, adjustments each year shall be limited to a maximum of 4.0% increase or 4.0% decrease.

17.4 In addition to the above, either the City or the Contractor may petition the other party for additional rate adjustments at reasonable times based on increases in cost of operations caused by revised laws, ordinances, or regulations.

17.4.1 The petition will specifically identify the reasons for the requested adjustment, and its impact upon the cost of operations, in unit terms, with an explanation of the methodology used to calculate such impact. The receiving party may request additional information it considers necessary to evaluate the requested adjustment.

17.4.2 The parties may grant such adjustments through amendments to the contract. If the Contractor and City do not agree on any rate adjustment requested, that party may elect to continue the contract at the current rate or may terminate the contract effective upon 180 calendar days written notice.

18 RESERVED

19 Administrative Charges

19.1 Contractor acknowledges that if Contractor does not timely perform its obligations under this Contract, City will suffer damages that are difficult to determine or specify. Therefore, Contractor agrees that, in addition to other remedies that may be available to City, City may withhold payment from the Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations. Contractor acknowledges that the following acts and omissions shall be considered subject to administrative charges (however such acts or omissions shall not be considered a material breach of this Contract and thereby not an event of default):

19.1.2 Missed Collection: $15.00 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A verified missed collection occurs when a resident reports that their material was set at the curb by 7:00 a.m., the materials were not collected and the collection does not occur before the end of the day, and the address was not reported by the Contractor as a Non-Set Out or Unaccepted Set Out.

19.1.3 Missed Residential Service Unit Block: $150.00 for each incident of the Contractor failing to pick up any of the material on a block containing Residential Service Units. A missed block is defined as one side of a street between cross streets or an entire *cul de sac* where the residents on that street report (or City is otherwise made aware and the City must verify this occurrence from the contractor's GPS system) that they had their material Set Out before 7:00 a.m., the material was not picked up and the collection was not made, the material was properly sorted, and the address was not reported by the Contractor as a Non-Set Out or Unaccepted Set Out.

19.1.4 Failure to Complete a Majority (51%) of the collections on a given day: $2,500 each incident.

19.1.5 Failure to clean up material spilled or littered by Contractor within six (6) hours of

written notification: $250 each incident.

19.1.6 Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics: $20 each incident.

19.1.7 Failure to address, as required by this Contract, Damage to Property within 48 hours: $150 each incident.

19.1.8 Failure to maintain cart or container in proper working order 10 calendar days after notice has been provided by City: $50 each incident.

19.1.9 Contractor placing Recyclable Material from Recycling Containers into Solid Waste containers for vehicles: $250 each incident.

19.1.10 Failure to leave an education tag when material that is inappropriately prepared is not collected: $50 each incident.

19.1.11 Failure to respond, as required by this Contract, to a verified customer complaint by the close of the business day following receipt: $50 per business day thereafter per incident.

19.1.12 Failure to apply daily or ADC cover in accordance with the SOP: $500 per day.

19.1.13 Applying daily cover in excess of six inches or applying intermediate or final cover in excess of 12 inches after receiving notice from the City. The Contractor shall be charged $500 per day for each day excess cover remains in place after 48 hours notice that such excess cover is in place. Notwithstanding the above limitations, the City will apply a standard of reasonableness recognizing the varying depth of waste in any given area and the inability of grading equipment to precisely apply cover to a given depth.

19.1.14 Failure to take reasonable actions to control litter on a daily basis after receiving 24-hour notice of non-compliance $250 per day until litter is remediated.

19.2 The Contractor shall be liable for the above listed administrative charges upon the City Manager's determination after due consideration of the Contractor's responses on each alleged violation that performance has not occurred consistent with the provisions of this Contract. It shall be the duty of the Contractor to take whatever steps or actions that may be necessary to remedy the cause of the complaint. No duplicate administrative charges shall be assessed against the Contractor for the same missed collection during the same period (for example, charges assessed for a verified missed collection under Section 19.1.2 may not also be assessed as part of a missed block under Section 19.1.3 or for a missed majority of collection under Section 19.1.4).

19.3 City may deduct the full amount of any administrative charges from any payment due to the Contractor. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law or in equity. Refund shall be granted, if warranted, to the Contractor after further review of the administrative charges.

20 Payment Withheld

20.1 In addition to express provisions elsewhere contained in this Contract, City may withhold from any payment otherwise due the Contractor such amount as the City Manager determines necessary to protect City's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

20.1.2 Materially unsatisfactory progress of the work not caused by condition beyond Contractor's control;

20.1.3 Materially defective work not corrected;

20.1.4 Material failure of Contractor to make payments to any subcontractor for material or labor;

20.1.5 Unsafe working conditions allowed to persist by Contractor after notice of such from the City;

20.1.6 Continued failure of Contractor to provide required reports as required by City;

20.1.7 Use of any subcontractors without City's prior written approval;

20.1.8 Material failure of Contractor to provide accurate invoices and supporting data as described elsewhere in this Agreement.

20.1.9 TCEQ or any regulatory fess assessed to the City as a result of the Contractor's Operations.

20.2 When the above grounds upon which payments have been withheld are removed, payment shall be made for amounts withheld because of them and City shall never be liable for interest on any such delayed or late payment. City's right to withhold payments under this Section shall be reasonable and proportionate in light of the nature of the reason for the withholding. Advance written notice of such withholdings with a reasonable period in which to cure such bases for withholding shall be given to the Contractor.

ARTICLE III:
RECORDS AND REPORTS

21 Record Logs:

The Contractor shall maintain the following logs documenting activities pursuant to this agreement. Such logs shall be maintained in the City of Del Rio and available for inspection by the City with 24-hour notice to the Contractor. The Contractor shall provide a SharePoint site that can be accessed by the City for all logs.

21.1 Collection Service Log maintaining a record of services provided to all customers including the type and description of any roll-off, commercial, or multi-family service provided.

21.2 Solid Waste Disposal Log maintaining a record of all solid waste collected in the Contract Area

including scale house tickets, by day for disposal.

21.3 Recyclables Material Log – The contractor shall maintain a log of all Single Stream recycles collected and delivered to a processing facility.

21.4 Vehicle Maintenance Log describing the maintenance provided to each piece of equipment.

21.5 Unacceptable Set Out Notice Log documenting each notice issued.

21.6 Non-Set Out Notice Log documenting each such notice issued.

21.7 Complaint Log maintaining a record of each customer complaint received by the Contractor and the resolution of the complaint.

21.8 Cart Log maintaining a record of all carts delivered and maintained.

21.9 All designated logs required by the Landfill SOP.

22 Monthly Report

The Contractor shall provide a SharePoint site that can be accessed by the City for all reports listed in this Contract. The Contractor will file a monthly report with the City Public Works Director or their designee, no later than the 10th day following the end of each month, documenting activities completed the previous month, including but not limited to:

22.1 Monthly updates for all log described in this Agreement.

22.2 Reports of all actions taken by the Contractor to resolve complaints.

22.3 Changes in the number of units served by the Contractor.

22.4 Number of Unacceptable Set Out and Non Set Out Notices issued and addresses for multiple notices during the month.

22.5 Number of tons collected by waste type and delivered to the landfill by day.

22.6 Quantity of Single Stream Recyclables collected each day and facility delivered to.

22.7 Report of recycling information which includes estimated amount by weight of recyclable materials collected.

22.7.1 The Recycling Material Facility shall document and provide to City weight tickets and other information on all loads delivered to the Recycling Material Facility by the Contractor for City loads of Recyclables collected in City by time delivered to the Facility, tonnage of material delivered, and unacceptable loads collected. A monthly summery shall be submitted by the Recyclable Materials Facility to City.

22.7.2 All of these records shall be available to City and its representatives at reasonable times and places throughout the term of this Contract and for a period of five (5) years after last or final payment.

22.8 The Contractor shall retain all records and supporting documentation applicable to this Contract, and not delivered to City, for a period of three years except in the event that the Contractor goes out of business, it will deliver to City all of its records relating to this Contract for retention by City.

22.9 The Contractor shall provide a monthly report to the City summarizing the activities at the Landfill. The monthly report shall include as a minimum:

22.9.1 Quantities of fill used and where used (fill log)
22.9.2 Maintenance activities performed
22.9.3 Any complaints received
22.9.4 Regulatory agency inspection conducted
22.9.5 Quantities and types of solid waste received
22.9.6 Equipment on-site at the landfill, maintenance performed, and equipment down for repairs
22.9.7 Other events that may affect the City.

ARTICLE IV:
TERM OF CONTRACT

23 Term of Contract

23.1 The term of this Contract shall commence on February 1, 2026 and expire on January 31, 2031. The Contractor shall commence collection of residential, industrial, and commercial solid waste and landfill operation and maintenance on February 1, 2026 and expire on January 31, 2031. Single-stream Recycling Services will be implemented by February 1, 2026 and expire on January 31, 2031.

23.2 The contract term may, at the option of the City and by agreement of Contractor, be extended two additional one-year periods, provided all terms and conditions remain in full force and effect except for the Contract being extended, and a modification to rates as specified in this Contract.

23.3 Each of these options, if exercised, is to be executed in the form of a letter agreement signed by both Contractor and City no sooner than 180 days prior to expiration of the Contract, nor later than the final day of the contract period. These options require the mutual agreement of City and the Contractor.

ARTICLE V:
BREACH OR DEFAULT

24 Breach or Default

24.1 Upon either party's breach of this Contract, the non-breaching party may require of the breaching party corrective action within ten business days from date of receipt of written notice citing the exact nature of such breach (or such additional time as reasonably necessary if the breach cannot be cured within such time provided the breaching party has commenced to cure within said thirty (30) days and diligently works to complete the cure).

24.2 The defaulting party shall be given the thirty (30) day period in Section 24.1 by written cure notice specifying each and every breach that is to be cured within which to either correct the complained of breach(s) or to explain to the satisfaction of the non-breaching party why the Contract should not be terminated for default. In the event the non-breaching party believes that either all breaches have not been cured within the time period specified in Section 24.1 or a satisfactory explanation has not been provided, then the non-breaching party may issue a written Notice of Termination which shall specify each and every breach that either has not been cured, commenced to be cured or adequately explained.

24.3 After compliance with Section 24.1, in the event of Contractor's continued material default, City may take whatever action it deems necessary to protect the welfare and interests of the citizen of the City of Del Rio and Customers, relating to the subject of such notice. City reserves the right to enforce the performance of the Contract in any manner allowed by law in the event of Contractor's breach or default of the Contract, and, without solicitation of Contractor's proposals or further notification to Contractor, shall be entitled to contract with another party to perform all or some of the services Contractor otherwise agrees to provide under this Contract. After compliance with Section 24.1, City may revoke and terminate the permit hereby granted, and the Contract shall be deemed terminated effective upon Contractor's receipt of City's written notice to the Contractor, and City may contract with other parties for the performance of some or all of the services otherwise agreed to by Contractor within this Contract.

24.4 At a minimum, the Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract or compensate the City for loss or damage to City resulting from Contractor's breach in the event the City deems it necessary to contract with another party because of Contractor's breach or default, plus reasonable administrative costs and attorney's fees.

24.5 In the event of a valid termination for cause, City, its agents or representatives will not be liable for loss of any profits anticipated to be made by Contractor under this Contract.

25 Funding Availability

25.1 Funds for payment for the services described in this Contract have been provided through City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of City to be included in each

proposed budget within the foreseeable future. City expects this to be an integral part of future budgets to be approved during the period of the Contract. However, City cannot guarantee the availability of funds, and enters into the Contract only to the extent such funds are made available. If funding for continuation of the Contractor's services is not available, City may terminate this Contract by providing 30 days notice the Contractor. The fiscal year for City extends from October 1st of each calendar year to September 30th of the following calendar year.

ARTICLE VI:
MISCELLANEOUS PROVISIONS

26 Governing Law and Venue

26.1 This Contract is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Contract is in Val Verde County, Texas.

27 Gratuities

27.1 City may terminate this contract if City finds that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract. In the event this Contract is terminated under this section, City may collect, in addition to any other damages or remedies to which it may be entitled by law, exemplary damages in an amount neither less than three nor more than ten times the value of the gratuity offered or given to any city officer or employee.

28 Nondiscrimination

28.1 In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability. The Contractor shall comply with all laws and regulations prohibiting discriminating against employees or prospective employees because of age, religion, race, color, sex, disability, or national origin. The Contractor shall submit reports at City's request to assure compliance.

29 Contract Construction

29.1 All references in this Contract to any particular gender are for convenience only and shall be construed and interpreted to be of the neuter gender.

29.2 The term "will" is mandatory in this Contract.

30 Severability

30.1 Should any provision in this Contract be found or deemed to be invalid, this Contract shall be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Contract are declared to be severable.

31 Compliance with Laws

31.1 In performing this Contract, the Contractor, its subcontractors, successors and assigns will comply with all local, state and federal laws.

32 Waiver/Renunciation

32.1 No claim by City or right of the City arising out of Contractor's breach, if any, of the Contract may be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by both City and Contractor.

33 Contractor Name Change

33.1 The Contractor is responsible for the performance of the Contract. In the event the Contractor changes its name, the Contractor shall notify the City Manager in writing prior to the change taking effect, and the Contractor shall publish notice of the change in a newspaper circulated in the contract area prior to the change taking effect.

34 Force Majeure

34.1 In the event that the performance by either party of any of its obligations under the Contract is interrupted or delayed by events outside of their control such as, but not limited to, acts of God, war, riot, civil commotion, strikes, terrorist acts or actions, lightning, earthquake, fire, explosion, flood, tornado, derecho wind event, ice storm, epidemic or pandemic, governmental laws, regulations or restrictions, or other causes of any kind which are beyond the control of such party, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events and, shall seek diligently and in good faith to perform its obligations, notwithstanding the occurrence of such Force Majeure event, to mitigate the adverse effects of the event, and to overcome such Force Majeure event as soon as practicable.

34.2 This excusal does not include reasonably foreseeable occurrences that are a matter of business as described in this Contract, including but not limited to Contractor's equipment failure.

35 Successors and Assigns; Assignment

35.1 City and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither City nor the Contractor may assign, sublet or transfer any interest in this Contract without the written consent of the other, which will not be unreasonably withheld.

36 Entire Agreement; Amendments

36.1 This Contract represents the entire and integrated Contract between City and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This contract may be amended to include additional services, or for other reasons, by mutual consent of the parties. Any such amendment must be in writing and executed by both parties.

37 Written Assurances

37.1 Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within 5 working days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

ARTICLE VII:
INSURANCE, INDEMNITY AND BONDS

38 Indemnity

38.1 The Contractor shall indemnify, hold harmless and defend City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from and to the extent caused by the negligent or intentional wrongful acts of the Contractor, its employees, subcontractors or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property, alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Contractor and/or its agents and/or employees. This obligation of the Contractor is not limited by reason of the specification of any particular insurance coverage in this Contract.

39 Insurance

39.1 The Contractor shall procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Texas, covering all operations under this Contract, whether performed by the Contractor or its agents, subcontractors or employees. Before commencing the work, the Contractor shall furnish to City a certificate or certificates in form satisfactory to City, showing that the Contractor has complied with this paragraph. All certificates will provide that the policy will not be materially changed or canceled until at least 30 days written notice will have been given to City and will name City as an additional insured on all policies except workers' compensation. The kinds and minimum amounts of insurance required are as follows:

Workers' Compensation Insurance:	Statutory amounts
Commercial General Liability insurance	
Bodily Injury	$1,000,000
Property Damage	$1,000,000

Automobile Liability:	
Bodily Injury (each person)	$1,000,000
Bodily Injury (each accident)	$1,000,000
Property Damage	$1,000,000

39.2 The stated limits of insurance required by this Paragraph are MINIMUMS ONLY, and it shall be the Contractor's responsibility to determine what limits are adequate. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. City's acceptance of Certificates of Insurance that in any respect do not comply with the requirements of this Contract does not release the Contractor from compliance herewith.

40 Performance Bond

40.1 Contractor agrees that one month prior to the commencement of the work under this Contract starts, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in a form approved by the City Manager, to secure the full, complete, and faithful performance of the terms and conditions herein. Such Performance Bond shall be in the amount of $200,000,and shall be renewed each year thereafter throughout the term of the Contract and any renewal periods. Contractor shall ensure the Performance Bond shall be signed by the President or General Officer of the Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors; included on the list of surety companies provided by the Treasurer of the United States of America; and acceptable to City Manager and City.

41 Exhibits

(A) Contractor Rate List
(B) Landfill Compaction Administrative Fees

This Contract shall be effective as of the _____ day of _____, 2025.

ATTESTED HEREUNTO:

CITY OF DEL RIO	_____
VAL VERDE COUNTY, of the State of Texas	_____, of the State of Texas
_____	_____
Name: Shawna Burkhart	Name: _____
Title: City Manager	Title: _____

_____
_____
_____

City Council Regular **9. b.**

Meeting Date: 12/09/2025

Presented By: Robert Guzman, Administration Div. Captain

Submitted By: Robert Guzman, Administration Div. Captain

Information

SUBJECT:

O:2025-100 An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Accept FY2026 General Victim Assistance Direct Services Program Grant #4815803 from the Office of the Texas Governor, Public Safety Office, in the Amount of $39,884.32; Providing for a Required Match of $9,971.08; and Establishing a Total Program Cost of $49,855.40

SUMMARY:

On February 11, 2025, the Del Rio City Council approved Resolution R:2025-019, authorizing the City to apply for Grant #4815803, the General Victim Assistance Grant. On November 12, 2025, the Office of the Governor notified the City of Del Rio that it had been awarded $39,884.32 through the Public Safety Office (PSO). The grant requires a local cost match of $9,971.08—20% of the total project cost—bringing the overall funding to $49,855.40. This funding will be used to support the full-time Crime Victims Advocate position.

BACKGROUND:

The General Victim Assistance Grant provides vital support to the Del Rio Police Department by funding the full-time Crime Victims Advocate position, ensuring continuity of essential services for victims of crime. With a total of $49,855.40—$39,884.32 from the Governor's Office and a 20% local match of $9,971.08—the grant strengthens community trust, enhances victim cooperation in prosecutions, and underscores the importance of victim-centered policing. Initially denied funding, the project was later recognized by the Governor's Office as critical to public safety, highlighting the necessity of maintaining dedicated advocacy resources for the City of Del Rio.

DISCUSSION:

The General Victim Assistance Grant provides vital support to the Del Rio Police Department by funding the full-time Crime Victims Advocate position, ensuring continuity of essential services for victims of crime. With a total of $49,855.40—$39,884.32 from the Governor's Office and a 20% local match of $9,971.08—the grant strengthens community trust, enhances victim cooperation in prosecutions, and underscores the importance of victim-centered policing. Initially denied funding, the project was later recognized by the Governor's Office as critical to public safety, highlighting the necessity of maintaining dedicated advocacy resources for the City of Del Rio.

PROS:

The General Victim Assistance Grant secures funding for Del Rio's full-time Crime Victims Advocate, ensuring continued vital support for victims while strengthening trust and cooperation between the community and police. This investment underscores the Governor's Office's recognition of the critical need for victim-centered resources in Del Rio.

CONS:

The grant requires a cash match of 20% ($9,971.08).

RECOMMENDATION:

The recommendation is to accept the award for $39,884.32 for the Crime Victims Assistance Grant.

Fiscal Impact

Summary:

This ordinance authorizes the City Manager to accept the grant award for the FY2026 General Victim Assistance Project from the Office of the Governor (OOG) in the amount of $39,884.32. The total cost of the project is $49,855.40; the grant portion is 80% or $39,884.32 in OOG funds and the city's portion is 20% or $9,971.08 funded through the General Fund which is already budgeted. The fiscal impact will be recorded as follows:

Fund: General (101)
Account Number: 4-00-50-4595
Account Name: State Revenues
Budgeted Amount: $155,800
Requested Amount: $39,900 (rounded for budget purposes)

Attachments

O2025-100 CODR GRANT

Initial Resolution to apply for grant

ORDINANCE NO. O:2025-100

An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Accept FY2026 General Victim Assistance Direct Services Program Grant #4815803 from the Office of the Texas Governor, Public Safety Office, in the Amount of $39,884.32; Providing for a Required Match of $9,971.08; and Establishing a Total Program Cost of $49,855.40

WHEREAS, the Office of the Texas Governor, Public Safety Office (PSO) solicited grant applications under the General Victim Assistance Direct Services Program for projects that support the Criminal Justice Division fiscal year 2026; and

WHEREAS, the purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process; and

WHEREAS, The City of Del Rio requested $39,884.32 from the PSO, with a 20% cost match of $9,971.08, to fund a 12-month project totaling $49,855.40 for hiring a full-time Crime Victims Advocate/Forensic Interviewer and covering overtime expenses; and

WHEREAS, the City agrees that in the event of loss or misuse of PSO funds, the City assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City designates the City Manager as the grantee's authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

Section 1. The City of Del Rio authorizes the City Manager to accept a FY2026 General Victim Assistance Direct Services Program Grant Application to the Office of the Texas Governor, Public Safety Office, and act on behalf of the City of Del Rio in all matters related to the funding program.

Section 2. If the application is funded, the City of Del Rio will comply with the grant requirements of the Office of the Texas Governor, Public Safety Office.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 4. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this 9TH day of December 2025

_____
ALVARO ARREOLA
Mayor

ATTEST:

_____
MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

_____
SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
ANA MARKOWSKI SMITH
City Attorney

RESOLUTION NO. R: 2025-019

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT A FY2026 GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM GRANT APPLICATION TO THE OFFICE OF THE TEXAS GOVERNOR, PUBLIC SAFETY OFFICE IN THE AMOUNT OF $75,884.32

WHEREAS, the Office of the Texas Governor, Public Safety Office (PSO) solicited grant applications under the General Victim Assistance Direct Services Program for projects that support the Criminal Justice Division fiscal year 2026; and

WHEREAS, the purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process; and

WHEREAS, the City of Del Rio (the "City") requested $75,884.32 from the PSO with a cost match of $18,971.08 (20% of total cost of the project) to hire a full-time Crime Victims Advocate/Forensic Interviewer, overtime, to purchase a van to transport victims, for vehicle maintenance, and meals for victims for the duration of the grant program (12 months) with the total cost of the project being $94,855.40; and

WHEREAS, the City agrees that in the event of loss or misuse of PSO funds, the City assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City designates the City Manager as the grantee's authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

Section 1. The City of Del Rio authorizes the City Manager to submit a FY2026 General Victim Assistance Direct Services Program Grant Application to the Office of the Texas Governor, Public Safety Office, and act on behalf of the City of Del Rio in all matters related to the funding program.

Section 2. If the application is funded, the City of Del Rio will comply with the grant requirements of the Office of the Texas Governor, Public Safety Office.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this 11th day of February 2025

ALVARO ARREOLA
Mayor

ATTEST:

MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION

SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

ANA MARKOWSKI SMITH
City Attorney

City Council Regular **9. c.**

Meeting Date: 12/09/2025

Presented By: Robert Guzman, Administration Div. Captain

Submitted By: Robert Guzman, Administration Div. Captain

Information

SUBJECT:

O:2025-101 An Ordinance Authorizing the City Manager to Accept a FY2026 Violence Against Women Justice and Training Program Grant #5138102 from the Office of the Texas Governor, Public Safety Office in the Amount of $4,270 for Child Death Homicide Investigations and Cold Case Training with a Required City Match of $1,830 for a Total of $6,100

SUMMARY:

The Texas Governor's Public Safety Office (PSO) solicited FY2026 grant applications under the Criminal Justice Program for Violence Against Women Justice and Training Programs, which aim to strengthen the justice system's response to domestic violence, sexual assault, dating violence, and stalking through a coordinated, multidisciplinary approach. The City of Del Rio applied for $6,100 grant with a required 30% cost match of $1,830 to fund training for peace officers and crime victim advocates, enhancing their ability to investigate and support victims of violent crimes against women, for the grant award of $4,200.

BACKGROUND:

With the awarded funds, the Del Rio Police Department will provide personnel training in Child Death Homicide and Cold Case investigations, purchase refrigeration containers for long-term evidence storage, and secure memberships with Texas Association Against Sexual Assault (TAASA) and Texas Council of Family Violence (TCFV).

DISCUSSION:

The Del Rio Police Department seeks grant funding to enhance its investigative capacity by providing personnel with advanced training in Child Death Homicide and Cold Case investigations, while also acquiring refrigeration containers to ensure the long-term preservation of critical evidence. These investments will improve investigative outcomes in complex and sensitive cases, strengthen partnerships with statewide organizations dedicated to combating violence and supporting victims, and ultimately enhance the Department's ability to serve, protect, and deliver justice for the community.

PROS:

This grant will enable the Del Rio Police Department to strengthen justice outcomes, safeguard vital evidence, and enhance community safety by providing advanced training and expanding investigative capabilities that would otherwise remain beyond the department's reach.

CONS:

The grant requires a 30% match in the amount of $1,830.

RECOMMENDATION:

The recommendation is to move forward with the approval of the award for the grant project.

Fiscal Impact

Summary:

This ordinance authorizes the City Manager to accept the grant award for the FY2026 Violence Against Women from the Office of the Governor (OOG) in the amount of $4,270.00. The total cost of the project is $6,100.00; the grant portion is 70% or $4,270.00 in OOG funds and the city's portion is 30% or $1,830.00 funded through the General Fund which is already budgeted. The fiscal impact will be recorded as follows:

Fund: General (101)
Account Number: 4-00-50-4595
Account Name: State Revenues
Budgeted Amount: $155,800
Requested Amount: $4,270.00 (rounded for budget purposes)

Attachments

O2025-101 child death homicide training

ORDINANCE NO. O:2025-101

An Ordinance Authorizing the City Manager to Accept a FY2026 Violence Against Women Justice and Training Program Grant #5138102 from the Office of the Texas Governor, Public Safety Office in the Amount of $4,270 for Child Death Homicide Investigations and Cold Case Training with a Required City Match of $1,830 for a Total of $6,100

WHEREAS, the Office of the Texas Governor, Public Safety Office (PSO) solicited grant applications under the Criminal Justice Program for FY2026 Violence Against Women Justice and Training Programs; and

WHEREAS, the purpose of this announcement is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improving the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking; and

WHEREAS, the City of Del Rio ("the City") requested $4,270. with a required cost match of $1,830.00 (30%) to facilitate training for peace officers and crime victim advocates so that they may be better equipped and prepared to advocate effectively for victims of sexual assault, domestic violence, stalking, dating violence, and other forms of violent crimes for the total project cost of $6,100; and

WHEREAS, based on the amount awarded, the Del Rio Police Department will be able to provide its personnel with advanced training in Child Death Homicide investigations and Cold Case investigations, thereby strengthening the Department’s capacity to pursue justice in complex and sensitive cases; and

WHEREAS, the awarded funds will also support the purchase of refrigeration containers for long-term evidence storage, ensuring the preservation of critical materials necessary for ongoing and future investigations; and

WHEREAS, these investments will enhance the Department’s ability to serve and protect the community, improve investigative outcomes, and strengthen partnerships with statewide organizations dedicated to combating violence and supporting victims; and

WHEREAS, the City agrees that in the event of loss or misuse of PSO funds, the City assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City designates the City Manager as the grantee's authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency..

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, THAT:

Section 1. The City of Del Rio authorizes the City Manager to submit a FY2026 Violence Against Women Justice and Training Program Grant application to the Office of the Texas Governor, Public Safety Office, and act on behalf of the City of Del Rio in all matters related to the grant.

Section 2. If the application is funded, the City of Del Rio will comply with the grant requirements of the Office of the Texas Governor, Public Safety Office.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 4. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this 9th day of December 2025

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ALVARO ARREOLA
Mayor

ATTEST:

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MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

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SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

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ANA MARKOWSKI SMITH
City Attorney

City Council Regular **9. d.**

Meeting Date: 12/09/2025

Presented By: Roxy Soto, Asst. Finance Director

Submitted By: Roxy Soto, Asst. Finance Director

Information

SUBJECT:

O:2025-103 An Ordinance of the City Council of the City of Del Rio, Texas Authorizing the City Manager to Temporarily Waive Late Payment Fees for Water Services on Residential Utility Bills for October and November 2025, and to Resume Assessment of Late Fees on Charges Accruing After December 29, 2025

SUMMARY:

An ordinance of the city council authorizing the City Manager to temporarily waive late payment fees for water services on residential utility bills for October and November 2025, and to resume assessment of late fees on charges accruing after December 29, 2025.

BACKGROUND:

During the City Council meeting held on November 7, 2025, the City Manager and Assistant City Manager addressed water and wastewater rate concerns and further reported the corrective measures to reinstate the sewer winter averaging calculation method. The City Council emphasized the importance of working collaboratively with residents who are disputing their utility bills and ensuring they are not penalized for doing so.

DISCUSSION:

To temporarily waive late fees related to water service for the October and November utility bills for residential customers and resume the fees after December 29, 2025, the planned date to vote on water and wastewater rates; the current fee is $10.00. Waiving of late fees does not apply to any previous bills with balances. Late fees will continue to be assessed on gas services and commercial trash services.

PROS:

Working collaboratively with residents who are disputing their bills and ensuring they are not penalized for doing so.

CONS:

Late fee will not be assessed.

RECOMMENDATION:

Approval of this ordinance.

Fiscal Impact

Summary:

This ordinance authorizes the City manager to temporarily waive late fees for water service in October and November 2025 utility bills; the current fee is $10.00. The amount of revenue that will not be earned is undetermined.

Attachments

O2025-103 Waive Late Fees

ORDINANCE NO. O : 2025-103

An Ordinance of the City Council of the City of Del Rio, Texas, Authorizing the City Manager to Temporarily Waive Late Payment Fees for Water Services on Residential Utility Bills for October and November 2025, and to Resume Assessment of Late Fees on Charges Accruing After December 29, 2025

WHEREAS, O:2025-056 an ordinance to impose a ten dollar ($10.00) late fee for water services was approved on July 22, 2025; and

WHEREAS, the City Council emphasized the importance of working collaboratively with residents who are disputing their utility bills and ensuring they are not penalized unfairly for doing so; and

WHEREAS, the City of Del Rio recently implemented adjustments to utility rates intended to support infrastructure improvements and ensure long-term service reliability; and

WHEREAS, the City recognizes that the rate changes and related billing updates have caused confusion among residents and utility customers, resulting in delays in payment and questions regarding the accuracy of bills for the months of October and November 2025; and

WHEREAS, the City Council finds it in the best interest of the residents to provide temporary financial relief and to ensure fairness during this period of transition; and

WHEREAS, the City Council has the authority under the Del Rio City Code to establish, modify, or waive penalties and fees associated with municipal utilities

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

Section 1. Water service late fees will be waived on the October and November 2025 utility bills for residential customers and resume after December 29, 2025.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes. They are adopted as part of the judgment and finding of the City Council.

Section 3. All ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Ordinance shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on this the 9th day of December 2025

ALVARO A. ARREOLA
Mayor

ATTEST:

MARIA C. ACOSTA
City Secretary

REVIEWED FOR ADMINISTRATION:

SHAWNA D. BURKHART
City Manager

REVIEWED AS TO FORM AND LEGALITY:

ANA MARKOWSKI SMITH
City Attorney

City Council Regular **10. a.**

Meeting Date: 12/09/2025

Submitted By: Orestes Hubbard, Economic Development Director

Information

Subject

Executive Session on matters covered by Sec. 551.074(1) — deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - vacancies on the City of Del Rio Economic Development Corporation Board; Places 5, 6, and 7. Place 4 was filled for an unexpired term expiring on 12/31/2025.

Attachments

No file(s) attached.

City Council Regular **10. b.**

Meeting Date: 12/09/2025

Submitted For: Ana Markowski Smith, City Attorney

Submitted By: Ana Maria Giraldo, Deputy City Secretary

Information

Subject

Executive Session on matters covered by Sec. 551.074(1) - deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – city manager's contract

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Attachments

No file(s) attached.

City Council Regular **10. c.**

Meeting Date: 12/09/2025

Submitted For: Shawna Burkhart, City Manager

Submitted By: Maria Acosta, City Secretary

Information

Subject

Executive Session to discuss and receive advice on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Texas Open Meetings Act pursuant to Texas Government Code Sections 551.071 (Attorney Client Consultation) and 551.074 (Personnel Matters) regarding complaint(s) and to deliberate the employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Attorney

Attachments

No file(s) attached.