

ORDINANCE NO. 748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEDWIG VILLAGE, TEXAS AMENDING CHAPTER 42, HEALTH AND SAFETY, ARTICLE III, REGULATION OF COMMERCIAL SOLID WASTE COLLECTIONS AND DISPOSAL, BY REVISING SECTION 42-80 AND ADDING SECTIONS 42-86 THROUGH 42-90, TO THE CODE OF ORDINANCES OF THE CITY OF HEDWIG VILLAGE, TEXAS, FOR THE PURPOSE OF REQUIRING COMMERCIAL SOLID WASTE HAULERS TO OBTAIN A FRANCHISE AGREEMENT OR LICENSE FROM THE CITY, AND AMENDING APPENDIX C TO THE CODE OF ORDINANCES OF THE CITY OF HEDWIG VILLAGE, TEXAS, FRANCHISES, BY ADDING ARTICLE V, COMMERCIAL SOLID WASTE, FOR THE PURPOSE OF PROPOSING AN EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT.

WHEREAS, the City Council of the City of Hedwig Village, Texas, has concluded that amendments should be made to Chapter 42, Health and Safety, Article III, Regulation of Commercial Solid Waste Collections and Disposal, of the Code of Ordinances of the City of Hedwig Village, Texas (the "Code"), and Appendix C to the Code, Franchises, and that the proposed amendments promote the health and safety of the City's residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEDWIG VILLAGE, TEXAS THAT:

Section 1. The Recitals set forth above are found to be true and correct and are adopted as the findings of fact of the City.

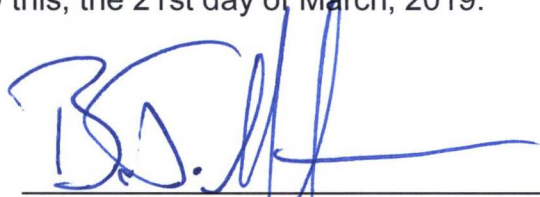
Section 2. Chapter 42, Health and Safety, Article III, Regulation of Commercial Solid Waste Collections and Disposal, of the Code is amended to read as set out in Appendix A, attached hereto, and Appendix C to the Code, Franchises, is amended by adding Article V, Commercial Solid Waste, to read as set out in Appendix B, attached hereto. All other portions of the Code and its Appendix C not specifically amended hereby remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 4. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.


Section 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED, APPROVED and ADOPTED this, the 21st day of March, 2019.



Brian T. Muecke, Mayor
City of Hedwig Village, Texas

ATTEST:



Kelly Johnson, City Secretary
City of Hedwig Village, Texas

Appendix A

ARTICLE III. - REGULATION OF COMMERCIAL SOLID WASTE COLLECTIONS AND DISPOSAL

DIVISION 1. – GENERAL PROVISIONS

Sec. 42-80. - Definitions.

As used in this article, the following words or terms shall have the meanings ascribed thereto.

Commercial container shall mean any container used for the collection or transportation of commercial solid waste, including, without limitation, a dumpster, bin, roll-off, or canister.

Commercial hauler or *hauler* shall mean any person who within the city collects, hauls, transports, or disposes of commercial solid waste for a fee or other compensation by use of any means, including, without limitation, a dumpster, roll-off truck, a side-load or rear-load garbage truck, or a trailer.

Commercial solid waste shall mean all solid waste, including, without limitation, garbage, trash, rubbish, bulky waste, construction debris, and recyclable materials, which is produced by or collected from a commercial user.

Commercial user shall mean an owner or occupant of any property in the business districts of the city, or an owner or occupant of any property used primarily for non-residential use in any other district of the city.

Commercial hauling or *hauling* shall mean to collect, haul, transport, or dispose of commercial solid waste for a fee or other compensation by use of any means, including, without limitation, a dumpster, roll-off truck, a side-load or rear-load garbage truck, or a trailer.

Residential user shall mean an owner or occupant of any property in the city used primarily as a home or residence.

Sec. 42-81. - Placement of commercial container on public right-of-way prohibited.

It shall be unlawful for a commercial hauler to place or maintain, or for a commercial user to permit the placement of, a commercial container upon any public street, alley, road, or highway right-of-way within the city. All commercial containers shall be placed and maintained on the private property of the commercial user utilizing such service.

Sec. 42-82. - Off-street access to commercial containers required.

It shall be unlawful for any commercial user to fail to provide access to each commercial container except over and across a paved driveway. It is unlawful for a commercial hauler to cross over the curb of any public street, alley, road, or highway except at an authorized driveway.

Sec 42-83. - Commercial container on public right-of-way prohibited.

It shall be unlawful for a commercial hauler to lift, unload, replace or otherwise service a commercial container over or upon the right-of-way of a public street, alley, road or highway within the city or for a commercial user to allow or permit any commercial container utilized by such commercial user to be lifted, unloaded, replaced or otherwise serviced upon the right-of-way of a public street, alley, road or highway within the city.

Sec. 42-84. - Notice of damage to public street; repair required.

It shall be unlawful for any commercial hauler to fail to report to the city any damage caused to city property, facilities, or equipment in connection with the hauler's provision of commercial hauling services within the city. In the event of any such damage, the commercial hauler shall, as determined by city, either provide for the immediate repair of any such damaged property, facility, or equipment, or pay to city the reasonable costs therefor.

Sec. 42-85. - Hours for placing, removing or emptying commercial containers.

It shall be unlawful for any person to place, remove or empty any commercial container within the city between the hours of 10:00 p.m. and 6:00 a.m.

Sec. 42-86. - Container use.

(a) Commercial users must abide by the following regarding containers:

- (1) All commercial solid waste must be placed within the container provided by the exclusive franchisee or licensed commercial hauler;
- (2) All commercial solid waste must be contained within the container to help prevent odors and the contents from escaping from the container;
- (3) The area around the container must be kept clear of obstructions so that the exclusive franchisee may service the container;
- (4) Containers may not be modified or used for any purpose other than for disposal and collection of commercial solid waste; and
- (5) Containers must be located in a safe, accessible location that allows for adequate clearance for collection.

(b) The exclusive franchisee is not required to collect commercial solid waste that does not comply with the requirements of this section.

DIVISION 2. - AUTHORITY TO HAUL WITHIN CITY

Sec. 42-87. - Franchise or valid license required.

(a) All commercial haulers must have an operative franchise agreement with the city, or a valid license from the city, in order to lawfully haul within the city.

(b) The following is required to obtain a license to haul within the city:

- (1) The commercial hauler must be engaged in an operative contract with at least one commercial user on March 1, 2019 for the provision of commercial hauling services.
- (2) The commercial hauler must submit an application for a license to the city by April 1, 2019, the form of such application to be provided by the city, requiring at minimum that the applicant:
 - i. Provide its name, address, and telephone number;
 - ii. Provide the make, model, and body style of each motor vehicle to be used by the applicant within the city;
 - iii. Submit proof of liability insurance for the motor vehicles in the amounts required by law;
 - iv. Agree to abide by and be bound by the provisions of this article, and to comply with all other federal and state laws applicable to the licensee's activities; and
 - v. Submit any other information reasonably required by the city to administer this article.
 - vi. The city must be satisfied with the application submitted by the applicant and determine that the applicant is a responsible commercial hauler.

- (3) Any license obtained under this article expires upon the expiration of the term of the licensee's last operative contract for the provision of commercial hauling services with a commercial user in operation as of March 1, 2019, or October 31, 2019, whichever occurs sooner.

Sec. 42-88. - License regulations.

- (a) All licensees must prominently place clearly legible letters not less than five inches in height on both sides of the vehicles and equipment that the licensee operates within the city that identify the assigned number of each vehicle and the name and telephone number of the licensee.
- (b) All licensees' vehicles and equipment must be well-maintained, in good repair, clean, sanitary, and free from leaks and excessive emissions.
- (c) All licensees must contain, enclose or tie all commercial solid waste materials in a manner that prevents spilling, leaking, or blowing.
- (d) All licensees must immediately clean up all leakage, spillage, and blown debris resulting from the licensees' vehicles or equipment.
- (e) All licensees must operate all vehicles and equipment in compliance with applicable law and manufacturers' specifications.
- (f) All licensees must notify the city of any change in the information submitted in an application for a license.
- (g) All licensees must maintain their licenses issued under this article in compliance with the city's ordinances.
- (h) The city administrator or his or her designee may examine the books, papers, records, financial reports, vehicles, equipment, and other facilities of a licensee to verify compliance with this article.
- (i) Each licensee must keep for two consecutive calendar years all scale house tickets, receipts, invoices, manifests, and other documents evidencing the collection within the city of commercial solid waste and the facility where the commercial solid waste was delivered.
- (j) Each licensee must submit to the city within 30 days following each September 30, December 31, March 31, and June 30, quarterly reports:
 - (1) Detailed by month showing the total commercial solid waste tonnage collected by the licensee during each month of the previous quarter;
 - (2) That include the list of names and addresses of the disposal location(s) of the commercial solid waste collected within the city during the previous quarter;
 - (3) That include the total amount of commercial solid waste delivered at each disposal location each month of the previous quarter;
 - (4) That show the gross revenues earned each month within the city during the previous quarter;
 - (5) That include, in table format, the customer's name, address, number of containers serviced, container type, size, and service schedule or on-call service; and
 - (6) That includes any additional reports reasonably requested by the city for the time period requested.
- (k) The city administrator or his or her designee may revoke a license for any violation of this article. All licenses shall automatically expire on October 31, 2019.

Sec. 42-89. - License fee.

- (a) Each commercial hauler that has been granted a license under this article must pay a license fee equal to five percent of the operator's gross revenues from the commercial hauling services it provides within the city, after excluding therefrom the revenues licensee received from the collection, hauling, or transporting of recyclable material collected within the city.
- (b) Each commercial hauler must pay the required license fee quarterly to the city within 30 days following each September 30, December 31, March 31, and June 30. Each quarterly payment must be computed on the revenues for the quarter preceding the quarter in which the payment is due. Each commercial hauler must provide with each quarterly payment a statement of the gross revenues upon which the payment is computed, prepared according to generally accepted accounting practices, and signed by an authorized representative of the licensee. The commercial hauler must pay a late penalty of 12 percent per annum, compounded daily, on any quarterly payment, or portions thereof, that is paid subsequent to the required payment date.
- (c) Each quarterly payment must also be accompanied by a listing of the location and number of commercial containers serviced by the commercial hauler in the city.
- (d) The city may inspect and audit the commercial hauler's records upon which payments to the city are computed and paid. If the city's inspection or audit shows that the commercial hauler has underpaid an amount required to be paid under this article, the commercial hauler must pay the deficiency within 60 days of the date the city gives the commercial hauler written notice of the deficiency. If the deficiency is more than 10 percent of the amount the commercial hauler was required to pay for the quarter, the commercial solid waste operator must also pay a penalty of 10 percent per annum on the deficiency and the city's reasonable cost incurred for the inspection or audit.
- (e) The city's acceptance of a payment is not deemed to be a release or an accord and satisfaction of any claim the city may have for further or additional sums payable under this article. The city is not liable to refund to the commercial hauler any payment the commercial hauler makes to the city that is more than the amount required to be paid by commercial hauler under this article.

Sec. 42-90. - Offense.

- (a) It is unlawful for any person, other than the city, to operate or cause any other person to operate, a motor vehicle upon a public street in the city for the purpose of hauling commercial solid waste within the city's corporate limits for compensation unless the person that owns or controls the motor vehicle:
 - (1) Has an operative franchise agreement for the provision of commercial hauling services within the city;
 - (2) Is providing commercial solid waste collection services in an area annexed by the city under a contract in effect at the time of annexation, as applicable under Section 43.056(n) of the Texas Local Government Code; or
- (3) Has a valid license for the provision of commercial hauling services within the city.

Appendix B

COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENT

This Commercial Solid Waste Franchise Agreement (the "Agreement") is entered into and effective this _____, 2019, by and between the City of Hedwig Village (hereinafter referred to as "Grantor") and _____ (hereinafter referred to as "Grantee").

If this Agreement is accepted by both parties, collection will begin on _____, 2019.

In consideration of the covenants and agreements set out and the payments provided for, Grantee and Grantor agree as follows:

1. Grantee to Reimburse

In consideration of the rights and privileges herein granted, Grantee agrees to pay to Grantor annually during the continuance of this franchise a sum of money equal to _____ percent of the gross receipts for the preceding years received by Grantee after the effective date of this Agreement from the services provided by Grantee pursuant to the rights granted it by this Agreement. Payment shall be payable on or before the _____ day of _____ of the year for which payment is made, beginning with the _____ day of _____ next following the effective date of this Agreement, and each and every year thereafter. Upon receipt of this above amount of money, the city secretary shall deliver to Grantee a receipt for such amount.

Upon request of Grantor, Grantee shall present to it any and all records, accounts and books for inspection relative to the gross receipts of grantee within the corporate limits of Grantor.

The consideration hereinabove set forth shall be paid and received in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy for the streets, alleys and public places within Grantor, but shall not have an effect on Grantee's obligation to pay Grantor any ad valorem taxes levied upon it or the collection thereof.

2. Grant of Exclusive Authority

Grantor grants to grantee, for the term of this Agreement, the exclusive right, privilege, and franchise for the purpose of collection and disposal of commercial solid waste, garbage, refuse, trash and rubbish within the business districts of the Grantor, except that Grantor may grant temporary licenses to entities to perform such services that as of March 1, 2019 are engaged in at least one contract for the provision of such services with a commercial entity within the City of Hedwig Village, pursuant to Chapter 42, Article III of the Code of Ordinances of the City of Hedwig Village.

3. Term

A. The initial term of the Agreement shall be for a _____ (____) year period beginning upon the Effective Date of the Agreement. The term of this Agreement shall be automatically renewed for a one (1) year period unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least sixty (60) days prior to the termination of the initial term, or any renewal term.

B. Notwithstanding the foregoing and as a supplemental and additional means of termination of this Agreement, in the event that the Grantor finds, in its sole discretion, that Grantee's record of performance shows that Grantee has frequently, regularly or repetitively defaulted in the performance of its obligations hereunder or any of the covenants and conditions required to be kept and performed by Grantee in the opinion of the Grantor and regardless whether Grantee has corrected each individual condition of default, Grantee shall be deemed by Grantor to be a habitual violator, shall forfeit the right to any further notice,

including any applicable notice of cure period, and all of said defaults shall be considered cumulative and collective and shall constitute a condition of irredeemable default. Any single default of Grantee of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement.

4. Right of Assignment

This Agreement, as well as the rights hereunder, may be assigned by Grantee, as well as any and all successors at its option but only with prior written approval of the Grantor. Grantor may terminate the Agreement upon such event with thirty (30) days' written notice.

5. Work Specifications

A. On each regularly scheduled collection day, Grantee shall

B. All permanent trash containers, after being emptied by Grantee, will be returned to their point of origin in the same condition in which they were taken, normal wear and tear expected.

C. Grantee shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Grantee personnel resulting in spillage that causes a stain, Grantee shall not be responsible.

6. Operation

A. Hours of Operation: Collection of refuse will not start before 10:00 p.m. or continue after 6:00 a.m. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

C. Complaints: All complaints will be made to Grantee. If a collection location is missed due to Grantee's negligence, Grantee will pick up said location within twenty-four (24) hours of such notice.

D. Office: Grantee can be reached by phone during normal office hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, or by email at _____.

7. Force Majeure

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of a party. Such causes shall include, but not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). A missed collection due to causes beyond reasonable control of Grantor or Grantee will be collected on the next scheduled pick-up day or as soon as possible when conditions are safe to resume service. Collection of putrescible waste shall have priority collection should the community suffer the consequences of a Force Majeure event. Debris and waste generated by a force majeure are not included under the terms and conditions of this Agreement. In the event of such circumstances and to the best of its ability, Grantee and the Grantor may negotiate collection and rates for such debris and waste.

8. Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, OR DAMAGES, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES THEREOF, OF ANY NATURE, KIND OR DESCRIPTION, RESULTING FROM THE PERFORMANCE OF ITS DUTIES UNDER THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY GRANTEE, OR ITS SUPPLIERS, AND SUBCONTRACTORS OF ANY TIER ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED BY GRANTEE, ITS PERSONNEL, AGENTS, SUPPLIERS, AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL) FOR THE GRANTOR. ALL (1) REGARDLESS OF WHETHER OR NOT GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN CAUSED BY THE JOINT, CONCURRENT OR SOLE FAULT OR NEGLIGENCE OF GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, AND (2) REGARDLESS OF WHETHER OR NOT GRANTEE, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE NEGLIGENT IN WHOLE OR IN PART AND WHEN CAUSED BY THE JOINT, CONCURRENT OR SOLE FAULT OR NEGLIGENCE OF GRANTEE, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

9. Licenses

Grantee will, at its expense, obtain all licenses and permits necessary for the performance of Grantee's services as set forth by the Agreement. Grantee agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and Federal agencies and any further laws or regulations which may be enacted by same, and agrees to comply with the prescribed or enforced regulations pertaining to the subject matter of the Agreement. Waste pursuant to the Agreement will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

10. Insurance

Grantee shall obtain and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, Grantee shall furnish to Grantor certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Grantee, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Grantee shall cause its insurance companies to provide Grantor with at least thirty (30) days prior notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. Grantee shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. Commercial General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:
\$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Grantor and the Grantor's agents and employees shall be added as additional insured to all coverages required under this Agreement, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Grantor and the Grantor's officers, directors, agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Grantor, and without rights of contribution or recovery against the Grantor or from any such other insurance available to the Grantor. Grantee and not the Grantor shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Grantee. Certificates of insurance acceptable to Grantor shall be submitted to Grantor prior to the commencement of work.

11. Independent Contractor

Grantee has been retained by Grantor for the sole purpose and to the extent set forth in this Agreement. Grantee's relationship to Grantor during the term of this Contract is that of an independent contractor. Grantor does not retain the right to direct and control the day-to-day actions of Grantee in its performance of this Agreement.

12. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

GRANTEE:

GRANTOR:

City of Hedwig Village
Attn: Kelly Johnson, City Administrator
955 Piney Point Road
Houston, TX 77024

13. Governing Law

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas. The forum shall be the State of Texas. Venue shall be in Harris County, Texas.

14. Boycott Certification

Grantee, in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm and verify that it: a) Does not Boycott Israel; and b) Will not Boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A., Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes." Grantee, hereby acknowledges and agrees that this verification is a material term of the Agreement and Grantor is expressly relying on this verification in agreeing to enter into the Agreement with Grantee.

15. Terrorist Organization Certification

As a condition of this Agreement, Grantee represents and warrants that at the time of this Agreement Grantee: (i) does not engage in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is not a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

16. Entire Agreement

This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of a conflict between any of the foregoing provisions of the Agreement, the former shall be controlling.

17. Severability

If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the grantor in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provisions or regulation, and to this end, all provisions of this ordinance are declared to be severable.

18. Standard of Service

The service furnished hereunder to the municipality and its commercial residents shall be first-class in all respects considering all circumstances and shall be subject to such reasonable rules and regulations as Grantor may make from time to time.

19. Conflicting Ordinances Repealed

Any ordinance of the Code of Ordinances of the City of Hedwig Village in conflict herewith is hereby repealed to the extent of such conflict.

Read in full and passed and adopted at a regular meeting of the city council of Hedwig Village, Texas, on the ____ day of _____, 2019, and approved by the mayor.

APPROVED:

Brian T. Muecke
Mayor of City of Hedwig Village, Texas

ATTEST:

Kelly Johnson
City Secretary of City of Hedwig Village, Texas

I, the duly appointed, qualified and acting City Secretary of Hedwig Village, Texas, do hereby certify that the above and foregoing ordinance was passed and adopted by the City Council of said Hedwig Village, Texas, at a regular meeting of the City council of the City of Hedwig Village, Texas, held on the ____ day of _____, 2019; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that _____ were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books kept for the purpose of recording the ordinances of the City of Hedwig Village.

Executed under my hand and the official seal of the City of Hedwig Village, Texas, at said City this the ____ day of _____, 2019.

Kelly Johnson
City Secretary of City of Hedwig Village, Texas

[SEAL]

TO THE CITY OF HEDWIG VILLAGE, TEXAS:

_____, for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

Dated this the _____ day of _____, 2019.

_____:

By: _____
Title: _____

NOTE TO THE CITY SECRETARY:

Please do not complete the certification below until an officer of _____, has executed the Acceptance above.

I, the duly appointed, qualified and acting City Secretary of Hedwig Village, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the City Secretary of Hedwig Village, Texas on the _____ of _____, 2019.

Kelly Johnson
City Secretary of City of Hedwig Village, Texas

[SEAL]