

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 09/22/2025

Requested by:

AGENDA ITEM(S): **DISCUSSION AND/OR APPROVAL TO APPROVE AN AGREEMENT WITH RELIABLE TIRE FOR THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT**

Meeting Date Requested: (required) 09/30/2025

Judge Bryan Wilson

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery

BURNET COUNTY & RELIABLE TIRE DISPOSAL AGREEMENT

This Agreement is entered into as of the 30TH day of SEPTEMBER the "Agreement") by and between **Reliable Tire Disposal** (hereinafter "Contractor") and Burnet County (Customer).

1. **Purpose and Term of Agreement:** This Agreement sets forth the terms and conditions under which CONTRACTOR shall provide the Services (as hereinafter defined). The term of this Agreement shall commence on the Effective Date October 25, 2025 and shall continue in effect until terminated at the end of Burnet County Household Hazardous Waste Event and Reliable Tire has removed all tires from the site.
2. **Services:**
 - a. **Services Offered:** This Agreement provides for the expedited and simplified contracting and performance of Services by CONTRACTOR for CUSTOMER as provided in any Work Order Authorization (as hereinafter described) issued under this Agreement and accepted by CONTRACTOR, subject to the terms and conditions governing such Services as set forth in this Agreement, an Attachment or a Work Order Authorization.
 - b. **Work Order Authorization:** When CUSTOMER requires any Services covered by this Agreement, CUSTOMER shall issue to CONTRACTOR in writing a purchase order, work authorization, notice to proceed, bid, or proposal. Any Work Order Authorization issued by CUSTOMER is subject to the terms and conditions of this Agreement. If CONTRACTOR agrees to perform the Services requested in the Work Order Authorization, CONTRACTOR shall provide the Services under the terms and conditions of this Agreement, the relevant Attachment identifying the Services, and the applicable Work Order Authorization. In the event of any conflict between this Agreement and an Attachment or a Work Authorization, this Agreement shall control. The terms of an Attachment shall control over those of a Work Authorization.
3. **Fees and Billing:**
 - a. **Amount:** CUSTOMER agrees to pay CONTRACTOR for the performance of the Services hereunder at the fees or rates set forth in the Attachment issued, or if not specified therein, at CONTRACTOR'S standard fees or rates for such Services are rendered. (See Attachment from Reliable Tire for pricing).
 - b. **Invoices:** Unless otherwise specified in writing signed by CONTRACTOR, CONTRACTOR shall invoice CUSTOMER on a monthly basis or as agreed for the Services performed, and CUSTOMER shall pay such invoice within thirty (30) days after the date of the invoice. In the event CUSTOMER has a good-faith objection to an invoice. In the event CUSTOMER has a good-faith objection to an invoice,

CUSTOMER shall pay the undisputed amount pursuant to the terms of this Agreement and notify CONTRACTOR of said objections. To the extent CUSTOMER has paid CONTRACTOR for any of the Services, CONTRACTOR shall not create any lien or encumbrance on the Customer's property relating to such Services.

- c. **Late Payment:** For any payment received by CONTRACTOR after (30) days from the date of invoice, CONTRACTOR may charge CUSTOMER an additional service charge of 1.5 percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. CUSTOMER shall pay all reasonable costs of collection, including attorney's fees and expenses, incurred by CONTRACTOR in the collection of payment of invoices which are not paid or timely paid by CUSTOMER as applicable by law.
- d. **Non -Payment of Invoices:** Except for invoices or portions thereof with respect to which CUSTOMER has timely notified CONTRACTOR of a good faith objection, if payment of CONTRACTOR invoices is not maintained on a 45day current basis, CONTRACTOR may suspend further performance of any or all Services and/or withhold any and all materials, labor, work until full payment.
- e. **Change in Fees or Rates:** Fees or rates for Services may be changed by CONTRACTOR upon thirty (30) day prior written notice to CUSTOMER.
- f. **Notice of Non-Compliance with Law:** CONTRACTOR shall notify CUSTOMER in the event it permits, licenses =, certificates, or approvals to perform the Services or to operate a facility are modified, revoked, suspended, surrendered, transferred or otherwise changes such that there is a material adverse effect upon the Services.
- g. In no event shall either party be liable for the other party's special , indirect, incidental or consequential damages including commercial loss, loss of use, or lost profits whether arising by breach of contract.

4. INSURANCE: CONTRACTOR shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance

COVERAGE	LIMITS
Workers Comp	Statutory, 1,000,000 each occurrence
General Liability/Excess	1,000,000/2,000,000 each occurrence
Commercial Auto Lib	2,000,000 combined single limit

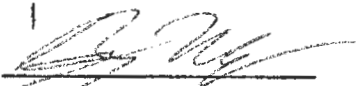
- 5. **CUSTOMER SITE ACCESS:** CUSTOMER shall provide access to CUSTOMER'S property and/or work site during the hours of the event.
- 6. **INDEPENDENT CONTRACTOR:** The relationship between CONTRACTOR and CUSTOMER under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise

control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

7. **Force Majeure:** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority, fire, flood, windstorm, explosion, riot, war, labor problems, court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party.
8. **Termination:** This contract shall be terminated upon completion of the Household Hazardous Collection Event to be held on October 25, 2025 and when all items assigned to contractor are removed from the event site.
9. **Assignment:** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. **Disputes:** All claims, disputes or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement may be submitted to mediation prior to initiating any court proceedings.
11. **Modification:** Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by authorized representatives of each party.
12. **Effective Date:** This Agreement shall not become effective and binding until all of the parties have executed this Agreement, as indicated by each party's signature below. Upon such full execution by the parties, this Agreement shall be effective and binding on the parties as of the date upon which the last party signed this Agreement.
13. **Venue:** Burnet County Reuse and Recycle Center located at 2411 FM 963 Burnet, Texas 78611

CUSTOMER: Burnet County

BY:

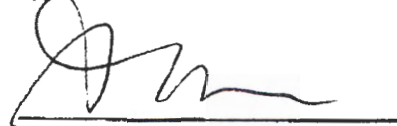


Bryan Wilson, County Judge

Date: 9/30/25

CONTRACTOR: Reliable Tire

BY:



Anetra Thomas, owner

Date: 9.19.25



AGREEMENT FOR USE OF RELIABLE TIRE DISPOSAL TRAILER

I hereby request use of a Reliable Tire Disposal trailer owned by Reliable Tire Disposal,

I agree to comply with the following conditions:

- I will **NOT** move the trailer once it is delivered.
- I understand that nothing other than tires **without rims** and free of all debris are allowed to be put in trailer under any circumstances.
- I understand that if any tires on rims are loaded in the trailer, I will be charged an additional \$25.00 per passenger/ \$75.00 per semi each.
- I will **NOT** place tires greater than 17.5x25 in the trailer.
- I will **NOT** place toxic or hazardous waste (pesticides, herbicides, paint, motor oil, gasoline, etc.) in trailer.
- I will **NOT** overload the trailer. I understand that if the trailer is overloaded, it will be my financial obligation to pay for the removal of the waste. I understand that under no circumstances may the trailer be loaded above the top of the trailer.
- I release **Reliable Tire Disposal** from all liability arising out of or in connection with the use of the trailer including damages resulting from **Reliable Tire Disposal** equipment or personnel being on private property to deliver or remove the trailer.
- I will be responsible for any injuries that result to individuals using the trailer or damages directly to the trailer while it is being used on my property.
- I will be responsible for the payment of any cost associated with manual dumping of the trailer or sorting of materials which were placed in the trailer in violation of the above rules, including damage to the trailer.
- I will pay all costs of court and reasonable attorney's fees in the event of any action being filed to enforce and term or conditions of this agreement.

Per trailer pricing:

The trailer will be delivered to your location loaded by your staff:

DROP OFF DATE: Friday October 24, 2025

PICK UP DATE: Monday October 27, 2025

DROP OFF LOCATION: 2411 FM 963 Burnet, Tx 78611

PLEASE NOTE IF THE TRAILER GETS STUCK YOU WILL BE RESPONSIBLE FOR THE TOW BILL.

Total number of trailers requested: 1 Total \$ for trailers requested: \$2,500

**If you request a trailer but do not use it or use only a portion of it, you will still be charged the fee per trailer requested.

**Whole tires only/no cut tires, tires with rims, tracks, and OTR's

All tires collected by Reliable Tire Disposal will be brought back to our Burnet facility and shredded into 1" chips and then delivered to one of multiple locations where it is used as Tire Derived Fuel (TDF). The steel recovered from the tires will be sent to a steel foundry and recycled into rebar and angle iron products.

COMPANY NAME: BURNET COUNTY

MAIL ADDRESS: 133 E JACKSON ST

PHONE# 512-756-5495

PRINTED NAME: BURNET COUNTY

SIGNATURE: [Signature] Date 9/30/25

Thank you,
Gary and Anetra Thomas
Reliable Tire Disposal

WE ARE LICENSED WITH TCEQ AS A SCRAP TIRE TRANSPORTER ... LIC#6200792, SCRAP TIRE PROCESSOR ... LIC#6200988 AND STORAGE FACILITY LIC #160000

132 CR 305 • BURNET TX • 78611
PHONE: 512-756-8218