



COUNCIL COMMITTEE MEETINGS

City Hall Council Chambers, 298 W. Washington
Tuesday, February 15, 2022 at 5:30 PM

AGENDA

DEVELOPMENT SERVICES COMMITTEE

Brandon Huckabee, chair; Gerald Cook, Ricky Thurman, Daron Trussell

1. Presentations Regarding Subsidized Housing

RECESS TO SPECIAL CITY COUNCIL MEETING

RECONVENE COMMITTEE MEETINGS

NOMINATIONS COMMITTEE

Gerald Cook, chair; LeAnn Durfey, Justin Haschke, Alan Nix

2. Main Street Advisory Board Report
3. Review Council Rules of Procedure
4. Vacancies on Citizen Boards and Commissions

PARKS AND LEISURE SERVICES COMMITTEE

Daron Trussell, chair; Justin Haschke, Alan Nix, Ricky Thurman

5. Discuss Proposed Ordinance - Chapter 97 *Municipal Parks and Cemeteries*

PERSONNEL COMMITTEE

Ricky Thurman, Chair; Gerald Cook, LeAnn Durfey, Daron Trussell

6. Review and Discuss Compensation Study

PUBLIC WORKS COMMITTEE

Alan Nix, chair; Gerald Cook, Brandon Huckabee, Brady Pendleton

7. Solid Waste Franchise Agreement – Annual Rate Adjustment Request

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.

RESOLUTION NO. 2022-R-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS REGARDING RETIREMENT LIVING FOR SENIORS FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING**

WHEREAS, Retirement Living for Seniors, Ltd. has proposed a development for a Senior restricted Development located on W Lingleville Rd, named Retirement Living for Seniors, in the city of Stephenville, Texas; and

WHEREAS, Retirement Living for Seniors Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Retirement Living for Seniors; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:

1. The City of Stephenville, acting through its governing body, hereby confirms that it supports the proposed development of Retirement Living for Seniors, located on W Lingleville Rd, in the City of Stephenville, Texas, and its application to the TDHCA.
2. The City of Stephenville, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of \$250 towards water/sewer tap fees.
3. The Mayor, for and on behalf of the Governing Body, is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.

PASSED AND APPROVED this 15th day of February, 2022.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

RESOLUTION NO. 2022-R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS REGARDING AFFORDABLE RENTAL HOUSING FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Stephenville MHP, LP has proposed a development for affordable rental housing at Approx. SWQ of S Hardin Drive and Swan Drive named Stephenville Lofts in the City of Stephenville; and

WHEREAS, Stephenville MHP, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 Competitive 9% Housing Tax Credits for Stephenville Lofts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHEVILLE, TEXAS:

1. The City of Stephenville, acting through its governing body, hereby confirms that it supports the proposed Stephenville Lofts located at Approx. SWQ of S Hardin Drive and Swan Drive and that this formal action has been taken to put on record the opinion expressed by the City of Stephenville on February 15, 2022.
2. The City Manager is authorized grant a Two Hundred Fifty Dollars and No Cents (\$250.00) reduction in fees for Stephenville Lofts to meet all program criteria.
3. Mayor Doug Svien, for and on behalf of the Governing Body, is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.

PASSED AND APPROVED this 15th day of February, 2022.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

**CITY OF STEPHENVILLE
CITY COUNCIL**

RULES OF PROCEDURE

PROLOGUE

These rules and procedures represent an effort to clarify unwritten policies, to expedite matters needing council attention, and to streamline agendas. They are intended to supplement the existing Code of Ordinances and City Charter by addressing areas either left unclear or not addressed at all. Unlike the Charter and Code of Ordinances, these rules and procedures can be modified to fit the personality of the Mayor and Councilmembers. No conflict with the Charter or the Code of Ordinances should exist.

It is the purpose of this document to present guidelines for the maintenance of decorum and presentation of a favorable impression to the public and press in attendance at the meetings of the City Council.

1. AUTHORITY

Charter. The City Council of the City of Stephenville shall establish its own rules of procedure for meetings as provided by City Charter. The following set of rules shall be in effect upon their adoption by the Council, and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. GENERAL RULES

- 2.1 Meetings to be Public. All official meetings of the Council shall be open to the public (except where State or local law allows Executive Sessions for certain limited topics). The journal of proceedings shall be open to public inspection.
- 2.2 Quorum. The presence of at least five (5) members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and may hear business before them, taking no official action, or may adjourn to a later time.
- 2.3 Compelling Attendance. The Council may adjourn from day to day to compel the attendance of absent members. The names of Councilmembers arriving late shall be noted upon the minute pages of the City Council. Each March and September the City Secretary shall prepare an updated attendance roster of the City Council and its Boards and Commissions. Such roster shall be included with the City Council agenda packets.
- 2.4 Journal of Proceedings. An account of all proceedings of the Council shall be kept by the City Secretary and shall be entered in a book constituting the official record of the Council.

- 2.5 Right of Floor. Any member desiring to speak shall be recognized by the Chair, and shall confine his or her remarks to one subject under consideration or to be considered.
- 2.6 City Administrator. The City Administrator shall attend all meetings of the Council unless excused. The City Administrator may make recommendations to the Council and shall have the right to take part in all discussions of the Council, but shall have no vote.
- 2.7 City Attorney. The City Attorney or his/her official designee shall attend all meetings of the Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of the law. The City Attorney shall act as the Council's parliamentarian.
- 2.8 City Secretary. The City Secretary or his/her designee shall attend all meetings of the Council unless excused and shall keep the official minutes and perform such other duties as may be requested by the Council.
- 2.9 Officers and Employees. Department Heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings. Department Heads are encouraged to attend all meetings of the City Council as information or their expertise may be required.
- 2.10 Rules of Order. "Roberts Rules of Order Revised" shall govern the proceedings of the Council in all cases, unless they are in conflict with these rules.
- 2.11 City Stationery will be used for official business only and will be kept at City Hall. All Mayor and City Council correspondence will be handled through the City Secretary's office and kept on file in that office.
- 2.12 Compensation. The City Council shall be compensated at the rate of \$200.00 per month. The Mayor shall be compensated at the rate of \$400.00 per month.

3. TYPES OF MEETINGS

- 3.1. Regular Business Meeting: The Council shall meet in City Hall for Regular Business, Adjourned, and Special Meetings. The Regular Business Meetings are to commence at 5:30 p.m. on the first and third Tuesday of each month, unless otherwise specified in accordance with state law.
- 3.2 Special Meetings. Special meetings may be called by the Mayor or by a majority of the members of the Council. Any individual member may call a special meeting upon securing concurrence of four other members, whom he must personally contact and upon confirmation, each of the four concurring members must personally contact the City Secretary.

The call for a special meeting shall be filed with the City Secretary, except that an announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, the hour, and the location of the special meeting and shall list the subject or subjects to be considered. No special meeting shall be held until at least seventy-two hours (72) after the call is issued. No item will

placed on the agenda unless submitted to the City Administrator at least twenty-four (24) hours prior to the posting of the called meeting agenda.

- 3.3 Recessed Meetings. Any meeting of the Council may be recessed to a later date and time, provided that no recess shall be for a longer period than until the next Regular Meeting.
- 3.4 Emergency Meetings. The City Council may hold meetings dealing with emergency conditions as provided by state law.
- 3.5 Work Sessions. The Council may meet informally in Work Sessions (open to the public), at the call of the Mayor or of a majority of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator; provided that all discussions and conclusions thereon shall be informal. On-site inspections of project sites and facilities by individual Councilmembers are strongly encouraged. Department Heads will schedule times to accompany any councilmember who wishes to tour city facilities.
- 3.6 Executive Sessions. Executive Sessions or closed meetings may be held in accordance with the provisions of the State Open Meetings Act. Topics that may be discussed would include: (1) Personnel Matters, (2) Consideration of acquisition of property for public purposes, (3) Potential or pending litigations in which the City has an interest.
- 3.7. Committee Meetings and Reports.
- A. Standing Committees shall be appointed annually following the City General Election in May.
 - B. The Mayor shall submit suggestions for committee assignment and chairmanship designation to the City Council not later than the second regular council meeting following the City General Election in May. In formulating recommendations, the Mayor shall be guided by the following considerations:
 - 1. At the first regular council meeting following each council election, the Mayor shall request that each council member submit their prioritized request for committee assignments. These requests shall be submitted to the Mayor within 14 days of being requested.
 - 2. The Mayor shall consider each council member's request for committee assignments in arriving at a recommendation. In the event a council member fails to submit a committee assignment request, the Mayor shall attempt to make fair and equitable assignment recommendations for that council member. In arriving at recommendations, the Mayor shall consider the following factors in the priority listed:
 - a. The Mayor shall serve as a non-voting member of all committees. The Mayor shall not serve as the chairman of any committee.

- b. Council members may serve as chairman of only one committee unless the number of standing council committees is expanded to more than eight.
- c. Incumbent council members shall retain their current chairmanship assignments unless they request and receive assignment as chairman of another committee.
- d. Open chairmanship recommendations shall be based on council member's seniority of total council service and prioritized written assignment requests, in that order.
- e. Council members who are not selected as chairmen shall receive their first four prioritized committee assignment requests.
- f. The Mayor shall make committee assignment recommendations to achieve a fair and equitable distribution based on council member's prioritized written requests.
- g. The assignments shall be approved by a majority vote of the City Council.
- h. Special Committees may be appointed by the City Council as needs arise and the membership of such special committees shall remain intact until the committee's assignment is completed.

It is the duty of the committee chairman to call meetings and see that the committee's assignment is completed. Each committee that has met since the last Regular Business Meeting shall be required to give a status report to the City Council at each monthly meeting. All final committee recommendations shall be filed in written form with the City Secretary and included with the Council's agenda packet.

3.8 Attendance of Media at Council Meetings. All official meetings of the City Council and its committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings. Exceptions to this rule will apply to meetings or parts of meetings which are held in accordance with Vernon's Texas Civil Statutes regarding executive sessions.

4. CHAIRMAN AND DUTIES

4.1 Chairman. The Mayor, if present, shall preside as Chairman at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the Council shall elect a Chairman.

4.2 Call to Order. The meetings of the Council shall be called to order by the Mayor, or in his/her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Secretary for the election of a temporary Chairman.

- 4.3 Preservation of Order. The Chairman shall preserve order and decorum, prevent attacks on personalities or the impugning of members' motives, and confine members in debate to the question under discussion.
- 4.4 Points of Order. The Chairman shall determine all points of order, subject to the right or any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"
- 4.5 Questions to be Stated. The Chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member, in the manner provided in Section 6.7 of these rules. Before taking a final vote the Chairman shall ask for discussion on the motion.

5. ORDER OF BUSINESS AND AGENDA

- 5.1 Order of Business. The general rule as to the order of business in regular meetings shall be as follows:

AGENDA OF THE CITY COUNCIL

- I. Call to Order
- II. Citizens' General Discussion
- III. Public Hearings
- IV. Communications and Personal Appearances by Citizens
- V. Reports from Boards and Commissions
- VI. Council Committee Reports
- VII. Consent Agenda
 - A. Approval of Minutes
 - B. Bid Considerations
 - C. Resolutions
- VIII. City Administrator's Report
- IX. Council members' Discussion of Other Matters
- X. Executive Session
- XI. Adjourn

The Mayor may, at his/her discretion, limit the amount of time allowed for the agenda item, "Citizens' General Discussion".

- 5.2 Agenda. The order of business of each council meeting shall be as contained in the agenda prepared by the City Administrator. The order of business of the City Council shall include a Consent Agenda. The Consent Agenda is used as a tool to help shorten council meetings. It contains routine items which are not controversial in nature and do not need further discussion. The Consent Agenda can be handled with one motion from the City Council, "I move that the Consent Agenda, Item III (or Items "A" through "D" be approved as indicated. If an item needs to be removed from the Consent Agenda and discussed separately, a typical motion to affect this might be, "I move that we approve the Consent Agenda Items "A" through "D" with the exception of Item "C".

The Agenda shall be delivered to members of the Council at least twenty-four (24) hours preceding the meeting to which it pertains. The order of the agenda may be adjusted by the City Council as situations warrant. The Mayor shall announce at the opening of the meeting any items which have been removed.

- 5.3 Presentation by Members of the Council (General Discussion). The Agenda shall provide a time when the Mayor or any Councilmember may bring before the Council any business that he/she feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda. However, discussion and formal action on such matters shall be deferred until a subsequent council meeting.
- 5.4 Placing Items On The Agenda: Any member of the City Council or general public may request items be placed on the agenda by submitting such items to the City Secretary, City Administrator, Mayor or applicable Committee Chairman, in writing, by 5:00 p.m. seven days preceding the Regular Business Council Meeting or applicable committee meeting.
- 5.5 Reading of Minutes. Unless a reading of the minutes of a council meeting is requested by a member of the Council, such minutes may be approved without reading, if the City Secretary previously furnished each member with a copy thereof, and has previously posted same on the City Secretary's bulletin board.

6. ORDINANCES, RESOLUTIONS, AND MOTIONS

- 6.1 Form. Ordinances and resolutions shall be presented to the Council only in printed or typewritten form.
- 6.2 Funding. All ordinances authorizing an expenditure of money shall include the exact source of the funds to be expended.
- 6.3 City Attorney to Approve. All ordinances and resolutions shall be "Approved as to Form and Legality" by the City Attorney. Such approval shall be so indicated by signature on the last page of the ordinance before presentation to the Council.
- 6.4 City Administrator to Review. All ordinances and resolutions shall be "Reviewed By" the City Administrator. Such review shall be so indicated by signature on the last page of the ordinance before presentation to the Council.
- 6.5 Distribution of Ordinances. The City Secretary shall prepare copies of all proposed ordinances for distribution to all members of the Council at least twenty-four (24) hours before the council meeting at which the ordinance is to be introduced. If the ordinance carries an emergency clause, copies of the ordinance must be distributed at least twelve (12) hours prior to the meeting of the Council at which said ordinance is to be considered.

- 6.6 Recording of Votes. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Council.
- 6.7 Majority Vote Required. Where a quorum of the City Council is present, a proposition is carried by a majority of the votes cast, although some of the members present refuse to vote. Where a member of the City Council is present, but has not voted on a matter, his or her silence shall be construed as concurring with the majority, at least where such concurrence is needed for adoption of the matter before the deliberative body. Abstaining votes shall therefore be construed as concurring with the majority favoring adoption of the matter. Councilmembers filing Conflict of Interest affidavits with the City Secretary shall be considered as not casting any vote on the issue at hand.
- Exceptions to the majority vote rule shall apply where ordinance requires otherwise, such as in the Zoning Ordinance, where a "super majority" of the City Council is required to reverse an unfavorable recommendation by the Planning and Zoning Commission. The proposed change does not become effective unless there are at least three-fourths (3/4) affirmative votes of all members of the City Council overruling the Planning & Zoning Commission recommendations.
- Two voting methods will be used by the City Council--voice votes and roll call votes. Voice votes are votes cast by the City Council in unison, either aye or nay, when requested by the Mayor. Roll call votes are votes which are cast individually. Voice votes will be used on all issues, or when the Mayor or a councilmember requests a roll call vote. When roll call votes are used, the Mayor will be the last councilmember to vote.
- When any vote is called, each Councilmember shall respond "yes (aye)", "no (nay)", "abstain", or "pass". Any Councilmember who responds "pass" shall be given an opportunity at the end of the roll call to change his or her vote to "yes (aye)", "no (nay)", or "abstain". Any "pass" response not so changed shall be recorded as an abstention.
- 6.8 Tie Vote. In the event of a tie in votes on any motion, the motion shall be considered lost.
- 6.9 Numbering Ordinances and Resolutions. Upon passage, a number shall be assigned to each ordinance or resolution by the City Secretary.
- 6.10 Ordinance Passage Procedure. When passed by the City Council, an ordinance shall be signed by the presiding officer and be attested by the City Secretary; and it shall be immediately filed and thereafter preserved in the office of the City Secretary. Ordinances shall be published and read in accordance with City Charter Article III, §19.
- 6.11 Requests for Ordinances or Legal Opinions. Any member of the City Council may request the City Administrator to have prepared proposed ordinances with such ordinances to be placed on the agenda of the next scheduled Council meeting, provided the ordinance can be drafted and distributed to members of the Council in accordance with time schedules set forth in Section 6.5 of these rules. Any member of the City Council may request written legal opinions, relating to City business, from the City Administrator. Upon receiving requests for a proposed ordinance or a written legal opinion, the City Administrator shall forthwith request same from the City Attorney; and upon return receipt thereof, the City Administrator shall forthwith cause to have distributed the

subject ordinance or written legal opinion to all members of the Council so that all members of the Council may be fully informed of the status of City affairs. Any member of the Council may, for purposes of inquiry, request verbal opinion or advice on City legal matters directly from the Attorney.

7. CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

- 7.1 Citizen Committees, Boards and Commissions. The Council may create committees, boards, and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter or City Code.
- 7.2 Membership and Selections. Membership and selection of members shall be as provided by the Council if not specified by the City Charter or City Code. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Administrator, except as otherwise specified by the City Charter or City Code.
- 7.3 Removal of Members of Boards and Commissions. The Council may remove any member of any board or commission which it has created or as created by the City Charter or by a vote of at least a majority of the Council.

8. CITIZENS' RIGHTS

- 8.1. Addressing the Council During a Regular Business Meeting: Persons addressing the Council shall complete a Registration Card prior to the Call to Order and present it to the City Secretary. Questions from citizens will be directed to the Mayor, and the Mayor will inform the citizen that the question will be directed to the appropriate person, staff or Councilmember. (Rev. 10/03/95)
- 8.2 Manner of Addressing the Council--Time Limit: Each person addressing the Council shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record. Individual citizen presentations shall be limited to three (3) minutes, and group presentations shall be limited to ten (10) minutes. At least three members of the group or organization shall be in attendance and their names shall be listed on the Registration Card. The Mayor, at his/her discretion, may reasonably extend these limits. All remarks shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the presiding officer.
- 8.3 Personal and Slanderous Remarks. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Council may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Council.
- 8.4 Reading of Protests. Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which

the Council has control when the item is under consideration by the Council, if a majority of the Council present agrees to let them be heard.

- 8.5 Mayor May Appoint Committee or Refer Citizen's Complaints. The Mayor may appoint a committee of three members of the City Council to hear citizens' complaints, or may refer citizens' complaints to an Executive Session of the City Council, whenever the subject would be appropriate.
- 8.6 Written Communications. Interested parties, or their authorized representatives, may address the council by written communication in regard to any matter concerning the city's business or over which the council has control at any time by direct mail or by addressing the City Secretary and copies will be distributed to the councilmembers.

9. SUSPENSION AND AMENDMENT OF THESE RULES

- 9.1 Suspension of These Rules. Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Council. The vote on any such suspension shall be taken by ayes and nays and entered upon the record.
- 9.2 Amendment of These Rules. These rules may be amended, or new rules adopted, by a majority vote of all members of the council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior council meeting.

Resolution No. 1986-3. Revised February 7, 1990; April 3, 1990; October 3, 1995; April 1, 1997; November 3, 1998; March 7, 2000; June 17, 2003; September 9, 2008

Stephenville Type B Economic Development Authority

- Place 1** Wendell Hollingsworth
- Place 2** Malcom Cross
- Place 3** VACANT
- Place 4** Lori Beaty
- Place 5** Marion Cole
- Place 6** Chris Gifford
- Place 7** Matt Underwood

Planning and Zoning Commission

- Place 1** Bruce Delater
- Place 2** Justin Allison
- Place 3** Lisa LaTouche
- Place 4** Mary Beach-McGuire
- Place 5** Nick Robinson
- Place 6** Brian Lesley
- Place 7** VACANT
- Alt 1** Tom Hines
- Alt 2** VACANT

Board of Adjustment

- Place 1** Darrell Brown
- Place 2** Ben Tackett
- Place 3** David Baskett
- Place 4** Moumin Quazi
- Place 5** Kelijon Nance
- Alt 1** VACANT
- Alt 2** VACANT

Stephenville Type B Economic Development Authority

- Place 1** Wendell Hollingsworth
- Place 2** Malcom Cross
- Place 3** VACANT
- Place 4** Lori Beaty
- Place 5** Marion Cole
- Place 6** Chris Gifford
- Place 7** Matt Underwood

Choice # Applicants

- 1** Miller, Matthew

- 1** Beach McGuire, Mary P&Z
- 1** Nance, Kelijon BoA
- 3** Hines, Tom P&Z

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[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Tue, 11/09/2021 - 5:19pm

107.77.197.194

First Name

Matthew

Last Name

Miller

Home Address

280 , Bridle Path

City, State, Zip Code

76401

Mailing Address

280 , Bridle Path

City, State, Zip Code

76401

Primary Phone Number

2545929033

Alternate Phone Number

Email

matthew.miller@edwardjones.com

Employment Status

Employed Full-Time

Employer

Edward Jones

Please indicate what board you are applying for. (First Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

No

Availability

Daytime (8:00am - 5:00pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

Yes

Please indicate which category of the local economy that you represent.

Small Business - Corporations, partnerships, sole proprietorships, or other legal entities; independently-owned; fewer than 20 employees or less than \$1,000,000 in gross receipts

Reason for Applying

At a point in my career I can give back to the community and want to have more of an impact in the community.

Educational Background

Graduate of Tarleton State - business degree

Occupational Background

Worked in my industry for a decade

Relevant Experience

Have served as President (current President) and board member of Stephenville Education Foundation and President of Ducks Unlimited

Community Involvement

Nothing other than the boards I'm currently on.

Submit Application

Matthew A. Miller

Date

Tue, 11/09/2021

Source URL: <https://www.stephenvilletx.gov/node/791/submission/8307>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

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Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Thu, 10/28/2021 - 9:20am

108.161.10.222

First Name

Mary

Last Name

Beach McGuire

Home Address

365 W. Sloan

City, State, Zip Code

Stephenville. TX 76401

Mailing Address

365 W. Sloan

City, State, Zip Code

Stephenville, TX 76401

Primary Phone Number

254-595-2373

Alternate Phone Number

Email

beachmcguire@gmail.com

Employment Status

Employed Full-Time

Employer

Erath CAD

Please indicate what board you are applying for. (First Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Second Choice)

-Parks and Recreation Advisory Board

Please indicate what board you are applying for. (Third Choice)

-Tourism and Visitors Bureau Advisory Board

Are you currently serving on a board or commission?

Yes - Seeking Reappointment

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

Yes

Please indicate which category of the local economy that you represent.

General Public - Defined as those persons having no economic interest other than a normal consumer

Reason for Applying

I want to be involved with decisions being made in the community in which I both live and work.

Educational Background

BS in Psychology from the University of Rio Grande & JD from Ohio Northern University

Occupational Background

Commercial Property Appraiser for Erath County
Registered Professional Appraiser licensed with the State of Texas

Relevant Experience

Besides my legal and educational background and work experience mentioned above, I have lived in this community for over 30 years in total. I was raised here and am raising my own children here. I am familiar with the area and it's history and have a strong desire to see our community and the businesses and schools within succeed and grow.

Community Involvement

President of the Mistletoe Hut Board of Trustees
Member of the First United Methodist Church and Secretary of the local United Methodist Women
Previously have served as President and Vice President for various campus PTOs

Submit Application

Mary E. Beach McGuire

Date

Thu, 10/28/2021

Source URL: <https://www.stephenvilletx.gov/node/791/submission/8183>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

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Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Wed, 06/02/2021 - 9:02pm

71.221.111.204

First Name

Kelijon

Last Name

Nance

Home Address

P.O. Box 1726

City, State, Zip Code

76401

Mailing Address

P.O. Box 1726

City, State, Zip Code

76401

Primary Phone Number

254-967-2390

Alternate Phone Number

264-965-6100

Email

jknance1984@yahoo.com

Employment Status

Employed Full-Time

Employer

Nance Chiropractic Clinic, PC

Please indicate what board you are applying for. (First Choice)

Stephenville Type B Economic Development Authority Board of Directors

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

No - New Applicant

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

Yes

Do you or a family member own a business within the community?

Yes

Please indicate which category of the local economy that you represent.

Small Business - Corporations, partnerships, sole proprietorships, or other legal entities; independently-owned; fewer than 20 employees or less than \$1,000,000 in gross receipts

Reason for Applying

I'm very interested in furthering the Economic growth of Stephenville Successful communities have participation s and buy- in from local business owners and I think it is very important to volunteer and get involved to continue the vision of growth in our beautiful town.

Educational Background

Lubbock Christian Univ. Animal Science
Tarrant County Community College, Business and Banking

Occupational Background

Banking Industry 1985-1990
Co Owner/ Manager Nance Chiropractic 1993- present. Owner THOSE Girls Event design 2004-Present.

Relevant Experience

Downtown Business owner since 1993
Involvement in numerous volunteer organizations and clubs in Stephenville.

Community Involvement

Board member and President CTFAC, Member and President Stephenville Study Club, former board / committee member Sundown on the Square,(3years) former board member for 25 years Kindercare Christian Pre School, Co founder of Basic Needs Food Pantry in 2008, member and officer Stephenville Music Club. Supporter SABC, supporter and volunteer ECJLA. Volunteer CTFS.

Submit Application

Kelijon Nance

Date

Wed, 06/02/2021

Source URL: <https://www.stephenvilletx.gov/node/791/submission/5741>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Tue, 09/21/2021 - 9:10am

69.59.115.65

First Name

Tom

Last Name

Hines

Home Address

729 W. Tarleton St.

City, State, Zip Code

Stephenville

Mailing Address

City, State, Zip Code

Primary Phone Number

817-706-0114

Alternate Phone Number

817-307-0553

Email

thines@architecttomhines.com

Employment Status

Self Employed

Employer

Tom Hines, Architect, LLC

Please indicate what board you are applying for. (First Choice)

Planning and Zoning Commission

Please indicate what board you are applying for. (Second Choice)

Please indicate what board you are applying for. (Third Choice)

Are you currently serving on a board or commission?

Yes - Seeking Reappointment

Have you ever attended a Board or Council meeting?

Yes

Availability

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

Are you registered to vote in Stephenville?

Yes

Are you a property owner within the community?

No

Do you or a family member own a business within the community?

Yes

Please indicate which category of the local economy that you represent.

Small Business - Corporations, partnerships, sole proprietorships, or other legal entities; independently-owned; fewer than 20 employees or less than \$1,000,000 in gross receipts

Reason for Applying

Request re-appointment to the Planning & Zoning Commission

Educational Background

Master of Architecture - The University of Texas at Arlington - May, 1991

PhD in Urban and Regional Science - Texas A&M University 42 hours, 1997-1997. Two classes and dissertation shy of graduation.

Occupational Background

A Facilities and Forensic Architect and authority in Masonry Construction materials. Professional Architect of Record and Project Manager for a diverse range of projects, including Water, Wastewater, Industrial Manufacturing Facilities, Churches, Homes, Clinics, Regional Shopping Malls, Veterinary Facilities, Automobile Dealerships, Historic Preservation, Office Buildings, and Restaurants. Applications and research include the development of alternative construction materials and delivery systems

Relevant Experience

Past member of ASTM Committee C12 on Mortars and Grouts for Unit Masonry and C15 Committee on Manufactured Masonry Units. Developed Draft revisions and modifications to the City of Calvert Preservation Ordinance. Developed Hearne into the Future - A Presentation of Possibilities and Opportunities for Identity and Character for the City of Hearne, Texas. Part of the impetus for the City of McKinney, Texas Main Street Program - 1981 and 1982.

Community Involvement

City of Stephenville, Texas - Alternate Member of the Planning & Zoning Commission
Arlington Housing Authority Two Pro Bono projects in 2012 Group Home for Single Mothers as part of the Tarrant County Nurse Family Partnership Program. Single Family Home. Both projects were funded as part of the Neighborhood Stabilization Program and authorized under the Housing and Economic Recovery Act of 2008

Submit Application

Tom Hines

Date

Tue, 09/21/2021

Source URL: <https://www.stephenvilletx.gov/node/791/submission/7856>

Links

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

Item 4.



STAFF REPORT

SUBJECT: New Ordinance Chapter 97 - Municipal Parks and Cemeteries

DEPARTMENT: Parks and Leisure Services

STAFF CONTACT: Kelli Votypka

RECOMMENDATION:

After thorough review from staff, the Parks and Recreation Advisory Board and Mr. Thomas, Staff recommends the adoption of Chapter 97 – Municipal Parks and Cemeteries. The previous Director, Jen Basham had been working on developing Chapter 97. After review, research and a few modification staff is pleased to bring forward to City Council for support. These ordinances will provide a more detailed breakdown of rules and expectations at all City Parks and their amenities, Bosque River Trail, and cemeteries.

Staff is recommending to amend current Ordinance Section 90.10 to allow dogs at special events in any City Park. In the new proposed Chapter, 97.12 animals are addressed with additional regulations.

Staff is recommending to remove current Ordinance Section 130.15. This recommendation is to allow rental parties to use city facilities for events and serve alcohol if they so desire. All alcohol and intoxicating beverages will be regulated in the proposed Chapter 97.13.

FISCAL IMPACT SUMMARY:

The fiscal impact may be an increase in revenue with additional facility rentals.

ALTERNATIVES

If we do not have thorough rules or regulations how are we to enforce behavior and actions in City Parks and facilities.

Title 9 General Regulations
Chapter 97 Municipal Parks, Facilities and Cemeteries

Sec. 97.01 Definitions

For the purposes of this chapter, the following words, terms and phrases shall have the meaning ascribed to them except where the context clearly indicates a different meaning:

City Parks. All parks inside the limits of the City of Stephenville that have been dedicated to the public, leased, including all such parks that are subsequently annexed into the city limits or dedicated to the public in the City of Stephenville. This includes both developed and undeveloped lands.

Bosque River Trail. Trail system located along the Bosque River Trail Greenway

Splashville. City-owned waterpark

Recreation Facilities. Pavilions, Recreation Center, Senior Center, Gazebo, etc.

Municipal Cemeteries. West End Cemetery, East Memorial Cemetery, Mount Olive Cemetery

Department. The City of Stephenville Parks and Leisure Services Department

Director. The Director of the Parks and Leisure Services Department or his/her designee

Cemetery Supervisor. Person overseeing operations of all municipal cemeteries

Parks and Recreation Advisory Board. The Advisory Board is associated with a park(s) and/or recreation department administered by a division of government: state, county, parish or municipality

Community Event. An event in the City that is open to the public in general and that enjoys widespread support, not only from the citizens of Stephenville, but also from the surrounding areas. The aforementioned classifies as an exclusive park rental, and therefore a completed and approved community / special events form is required prior to use of facility or park.

Special Event – means any community event requiring a permit, road closure, sale of goods or services or charging of admissions. The aforementioned classifies as an exclusive park rental, and therefore a completed and approved community / special events form is required prior to use of facility.

Commercial Activity – Commercial Activities includes any person, group, or organization, that makes or attempts to make profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public parkland owned and operated by the City of Stephenville. Including Nonprofit Training/Fundraising Activity, Outdoor Revenue Generating Programs, and Educational groups that receive money from participants in activities occurring on department land.

1. Fundraising Activity- A program created to seek financial support for a charity, institution or other enterprise.
2. Commercial Use Permit- Written authorization from the Parks and Recreation Department to the applicant conducting organized educational/leisure classes at designated park sites, and to charge a fee of participants, who desire to attend or participate in the commercial activity whether it is for profit or fundraising. (Permit for one time use activities)
3. Indoor/Outdoor Revenue Generating Program- Activities/events held three or more times a month that charge a fee to generate revenue.
(Ex. Sports association, Exercise training programs, etc.)
4. Educational Program- Program or activity to enrich educational opportunities. Can be fee based or free of charge to participants.
5. Sports Associations, Organizations or Foundations – any outside organized non-profit sports program not operated and staffed by the City of Stephenville.

Section 97.02 Public Park Hours of Operation

All public parks located within and/or leased inside the city limits by the city and which are owned and/or managed by the city shall be closed between the hours of 11:00 p.m. and 5:00 a.m. It shall be unlawful for any person or persons to remain or be found in any area or facility between these hours or to remain or be found in any area or facility beyond the designated hours, which said area or facility is open to the public. This section shall not apply to the following parks and recreation sponsored/sanctioned functions:

- (A) Park closing times do not apply to parks and recreation community events, sanctioned athletic events, leagues or tournaments.
- (B) Any activity properly permitted through the office of the Director of Parks and Leisure Services.
- (C) Permitted camping at City of Stephenville RV Park.

Section 97.03 Applicability of Local, State, and Federal Laws

- (A) All terms and provisions of the Texas Water Safety Act shall be applicable to Stephenville City Park and Bosque River Trail, and where appropriate to parkland owned by the City of Stephenville.
- (B) All rules and regulations promulgated by the Texas Parks and Wildlife Department pursuant to the Texas Water Safety Act shall likewise be applicable to the Stephenville City Park and Bosque River Trail, and where appropriate to parkland owned by the City of Stephenville.
- (C) All appropriate rules and regulations of the U.S. Army Corps of Engineers including Title 35, Code of Federal Regulations Chapter 111, Part 327, and any amendments or revisions there to shall be applicable to all parklands owned by the City of Stephenville.

Section 97.04 General Provisions

- (A) Children below the age of ten (10) years will be admitted to the parkland owned by the City of Stephenville only if accompanied by a parent, legal guardian, or person of age eighteen (18) years in a designated role of responsible care. Overnight camping in the City RV Park by

anyone, under eighteen (18) years of age may not occur unless the individual is accompanied by parent, legal guardian or as part of an approved, permitted group.

- (B) No person shall modify the natural conditions of topography and terrain of parkland owned by the City of Stephenville as such, conditions existed when said parklands were acquired by the city by excavating, filling, dredging or any other means unless the city has issued a license authorizing such modification.
- (C) No person shall camp overnight in a City Park or the Bosque River Trail except in designated areas and without first obtaining written permission from the director or his/her designee.
- (D) The city shall have the right to revoke, to suspend, or to refuse to reissue the permit of any permitted individual upon violation of rules, contract terms, regulations, standards or ordinances of the city, United States, State of Texas or other local government entity.
- (E) No person in any park shall operate a motor driven model airplane, drone, shoot a bow and arrow, fire any type of firearms, or hit golf balls except in an area designated for that purpose by the director. Weapons are prohibited in all city parkland in accordance with state law.

Section 97.05 Vehicle and traffic laws

- (A) All applicable state and local vehicle and traffic laws and ordinances shall be in full force and effect in all parks.
- (B) Speed limit in all park land shall not exceed 10 MPH.
- (C) **Direction of traffic.** All law enforcement officers shall have the authority to limit traffic whenever needed in a park in accordance with the provisions of this chapter or any other applicable laws and ordinances, in order to control pedestrian and vehicular movement and park capacity.
- (D) **Special provisions applicable to motorcycles, motor scooters and minibikes.** The director may, in reasonable discretion, through park rules and regulations, set aside or designate areas, paths, trails or roads in a park where operating motorcycles, motor scooters, and minibikes shall be allowed. Motorcycles, motor scooters, and mini bikes are prohibited on the Bosque River Trail.
- (E) **Operating or parking vehicles**
 - a. No person shall operate or park a vehicle over, through or on any park ground except along or upon park roadways and designated parking areas as set forth in park rules and regulations.
 - b. No person shall operate a non-city vehicle on city parkland between the hours of 11:00 p.m.. and 5:00 a.m. except for emergency or law enforcement purposes or in conjunction with special activities permitted by the director.

- c. No person shall park or place an inoperable motor vehicle, or allow an inoperable motor vehicle to remain on city parkland for a period of more than twenty-four (24) continuous hours. Violators will be towed at owner's expense.

Section 97.06 Buildings and Other Property

No person, in any city park, shall do or cause to be done any of the following without first obtaining a permit from the director:

- (A) Mark, deface, injure, displace, remove or tamper with any park property or any park grounds.
- (B) Construct or erect any building or structure of any kind, whether permanently or temporarily.
- (C) Store or stockpile any equipment, material or product on park property, within any structure or compound located in a park.
- (D) Cut or gather trees or parts of trees and shall not remove from any park without written approval of the director.
- (E) Construct, place, or operate any pier, bulkhead, wharf, boathouse, dock, barge, building, boat ship, boat stall, fixture or other structure or facility of any kind or character upon, in or over the city parkland or the portion of the Stephenville City Park and Bosque River Trail where river water is present, and same shall be regulated by the city unless a lease has been issued by the city.
- (F) Construct or place any structure (including, but not limited to, roads, trails, signs or landscape features) of any kind under, upon, in or over the park lands or that portion of the Stephenville City Park and Bosque River trail where river water is present unless a permit or other appropriate written agreement has been issued by the director.
- (G) Items (E) and (F) above shall not apply to bulkheads; rip rap or soil conservation measures, or other facilities constructed by or on behalf of the city or USACOE (United States Army Corps of Engineers)

Section 97.07 Sanitation

No person in any City Park shall:

- (A) Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, stream or other body of water in or adjacent to any park, any substance, matter of thing, liquid or solid, which will or may result in the pollution of said waters.
- (B) Dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, or other trash.
- (C) Spill, pump or otherwise discharge contaminants, pollutants or other wastes, including, but not limited to, human or animal waste, petroleum, industrial and commercial products and by-products.
- (D) The owners and/or operators of all commercial ventures and operations shall provide on-site facilities satisfactory to the city for the collection of all trash, rubbish and all other forms of waste.

Section 97.08 Swimming

No person in any park, with the exception of Splashville, shall:

- (A) Swim, bathe, or wade in any water or waterway in or adjacent to any park, except in designated areas in accordance with the terms of this chapter and the regulations.
- (B) Swim, bathe, or wade except during those hours established for such activities.

- (C) Dive or jump from bridges or other structures, which cross the park waters or Bosque River Trail.

Section 97.09 Boating

- (A) No person shall bring into or operate any vessel upon any park waters.
- (B) The use of waters considered to be state waters that lay within or adjacent to city parks shall be subject to the Texas Water Safety Act, Texas Parks and Wild. Code Ann. §§ 31.001-31.142.
- (C) No person shall leave any private vessel unattended on city parkland or in the portion of the Stephenville City Park and Bosque River Trail regulated by the city.

Section 97.10 Camping

- (A) Campers, picnickers and all other persons shall keep their sites free of trash and litter during the period of occupancy and shall remove all personal equipment and clean their sites upon departure.
- (B) No person shall place camping equipment or other items on a campsite, nor physically occupy a campsite without overnight occupancy following the payment of appropriate fees. Likewise, no person shall place another person, equipment, or other items at a campsite for reserving a campsite for future occupancy.
- (C) No person shall alter any campsite, dig or level any ground, nor construct any structure on a campsite without written permission from the director.

Section 97.11 Fires

No person in any City Park or parkland shall:

- (A) Start or maintain any outdoor fire except for cooking fires, which shall be started and maintained only in a stove, fireplace, barbecue pit, fire ring or in a portable camp stove.
- (B) Leave any fire started or maintained by such person unattended without first completely extinguishing the fire.
- (C) Gather firewood for use on or removal from any park.
- (D) Burn any material that produces toxic fumes, including but not limited to, tires, plastic or treated wood products.
- (E) Carry onto or store gasoline and other fuels, except that which is contained in storage trucks of vehicles, vessels, camping equipment, or hand portable containers designed for such purpose.

Section 97.12 Animals.

No person in any City Park shall:

- (A) Abandon any animal in the park.
- (B) Permit or allow any dog to be upon the playing fields and spectator area of athletic fields whether on leash or not. Dogs specially trained to assist the disabled may be on the fields to assist their owner during programs designed for the disabled.
- (C) Animals and pets, except properly trained animals assisting the disabled, are prohibited in sanitary facilities; the director may deem playgrounds and other areas as appropriate.

- (D) Persons bringing or allowing pets in City Park areas shall be responsible for proper removal and disposal, in sanitary facilities, of waste produced by those animals.
- (E) All animals and pets are prohibited in Splashville area, except at special events permitted by the Director.
- (F) Ride a horse or other animal except in areas or on paths or trails designated by park rules and regulations. All horses shall have successfully passed a Coggins test prior to using any park areas, paths or trails. Any animal ridden shall be properly restrained and ridden with due care and shall not be allowed to go unattended.
- (G) No person shall bring or allow wild or domestic animals, reptile bird, fish, horses, cattle or other livestock on parkland owned by the City of Stephenville or that portion of the Stephenville City Park and Bosque River Trail regulated by the city except in areas designated by the director.
- (H) Ranging, grazing, watering or allowing livestock on parkland owned by the City of Stephenville is prohibited except when authorized by lease, license. No person, in any city park, shall do or cause to be done any of the following without first obtaining permission from the director: Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domestic animal, reptile or bird or remove or have in possession the young, eggs, or nest of any animal, reptile, or bird.

Section 97.13 Alcoholic beverages

- (A) No person shall sell or serve alcoholic beverages in any City park or City facility, except when specifically permitted by the director.
 - a. All such permitted sales or serving of alcoholic shall be performed by an approved concessionaire.
 - b. All events selling or servicing alcoholic beverages shall also be required to obtain all appropriate city and state permits and licenses.
 - c. All events at which alcoholic beverage sales or serving are permitted shall be required to provide on-site law enforcement personnel during the hours of the event.
- (B) The sale of Alcohol must have written permission from the Director of Parks and Leisure Services.
- (C) Alcohol consumption is not allowed in; City Park, Optimist Jaycee Park, Bill Johnson Park, Splashville, covered pavilions or dugouts unless written approval is granted by the Parks and Leisure Services Director.
- (D) It is not permissible to consume or sell alcoholic beverages at any public event, tournament, or program that is geared to youth under the age of 21. Examples of prohibited activities include, but are not limited to: youth athletic leagues, teen programs, or public events that are marketed towards youth and children under the age of 21.
- (E) All events requesting alcohol sales or consumption must apply for a special event permit, and adhere to the policies and regulations outlined in the permit. Failure to comply with the permit regulations will result in the rescinding of the permit, and prohibit the organizer or party from being issued special event permits in the future. City organized or sponsored events and programs are reviewed and provided permission or disallowed from consumption or sales on a case by case basis.

Section 97.14 Merchandising, Advertising, Signs, Commercial Use

No person in any park shall:

- (A) Expose or offer for sale or hire any article, thing or service, nor station or place any stand, cart, or vehicle for the transportation, sale or display of any article, thing or service, unless written permission has been obtained from the director.
- (B) Announce, advertise or call the public's attention in any way to any article, thing or service for sale or hire, unless written permission has been obtained from the director.
- (C) Paste, glue tack or otherwise place any sign, placard, advertisement or inscription on park property, or erect or cause to be erected any sign on any public lands, highways, or roads adjacent to a park, unless written permission has been obtained from the director.
- (D) Provide and/or sell any food or drink based product to the public for free or at a fee without provider and dispenser obtaining written permission from the director and having obtained all applicable health code licenses and permits.
- (E) Construct, operate, or otherwise engage in any retail or wholesale sales or commercial operation including but not limited to piers, docks or other installations of any kind, on City park or Bosque River Trail regulated by the city unless the city has granted a license and sublease for such operation.
- (F) Commercial use in public parkland is not authorized without approval from the City of Stephenville. Individuals or entities engaged with the provision and sale of goods and / or services on City of Stephenville parkland will be required to provide all necessary documentation provided by the Parks and Recreation division of the Parks and Leisure Services Department. Upon the completion of all required documentation, it is the City of Stephenville's sole discretion to approve the application.
 1. Exceptions: Any exceptions to the requirements of this section are authorized only by council approval. Any exceptions to any of these requirements once approved by council must show and have all proper insurance and permits pertaining to their event or organization

Section 97.15 - Interference with users or permittees

- (A) No person shall prevent, disturb or unreasonably interfere with any other persons occupying any area or participating in any lawful activity permitted within any City Park.
- (B) No person shall act in a boisterous, rowdy, disorderly manner or otherwise disturb the peace in any city park.
- (C) No person shall disrobe in public or display public nudity in any city park in accordance with State Law.
- (D) No person shall use or operate rollerblades, skates, scooters or skateboards in and around concession areas, spectator seating, parking lots and adjacent walkways during athletic events, concerts or special events.
- (E) No person shall make any use of any tobacco product (including e-cigarettes) within one hundred (100) feet of the boundaries of youth athletic fields or concessions facilities located at youth athletic facilities or at organized events.

Section 97.16 Permits

- (A)Event Permit Required.** In addition to any other provision of this chapter that requires the obtaining of a permit prior to engaging in a given activity, no person in any City Park shall

conduct, operate, present, manage or take part in any of the following activities unless written permission has been obtained from the director prior to the start of the activity:

1. Any organized sporting event using park ballgame facilities that are designated for permit use only;
2. Any exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, carnival, musical event or any similar event;
3. Any public meeting, assembly, parade, ceremony, address, speech, political meeting or other gathering composed of one hundred (100) or more persons;
4. Any use of any park facility by a group of persons to the exclusion of others;
5. Any use involving amplified sound;
6. Any use involving firearms or guns; or
7. Any use of parks and recreation facilities in violation of park hours of operation.

(B) Permit application procedure

1. A person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director or a designated representative. The application shall state:
 - a. The name, address and telephone number of the person and organization and its officers applying for the permit;
 - b. If the use or activity is to be conducted for, on behalf of, or by any person other than the applicant, the name, address and telephone number of that person;
 - c. The exact nature of the use or activity for which the permit is being sought;
 - d. The day and hours for which the permit is desired;
 - e. The park and the portion of the park desired to be used to carry out the proposed use or activity;
 - f. An estimate of the anticipated attendance;
 - g. Any other information that the director finds to be reasonably necessary in order to determine whether to issue a permit.
2. Applications shall be filed with the director for consideration not less than thirty (30) days or more than three hundred sixty-five (365) days before the date of the proposed use or activity.
3. The director shall evaluate the application and render a decision in accordance with Section 97.16 (C).

(C) Standards for issuance of permit; procedures

1. A permit for an activity in or use of a City Park shall be issued unless it is found:
 - a. That the proposed activity or use of the City Park will unreasonably interfere with or detract from the general public use and enjoyment of the park; or
 - b. That the proposed activity or use of the City Park will unreasonably interfere with or detract from the public health, safety or welfare; or
 - c. That the conduct of the proposed activity or use is reasonably likely to result in or create a clear and present danger of violence by the applicant or by others to persons or property resulting in serious harm to the public;
 - d. That the facilities desired have been reserved for another activity or use at the day and hour requested in the application;
 - e. That false or misleading information is contained in the application or required information is omitted; or

- f. That the event would violate any federal, state or municipal law.
2. The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - a. Restrictions on fires, fireworks, amplified sound, use of alcoholic beverages, dancing, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk to the reasonable use and enjoyment of the park property;
 - b. That the applicant has not posted a refundable security deposit of \$250 for the repair of any damage to City Park property, or the cost of cleanup or both;
 - c. That the applicant has not agreed to pay a reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity;
 - d. That the applicant has not furnished additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
 - e. That the applicant has not applied for and obtained a city special event permit.
 - f. Permits shall not be transferable without the written consent of the director.
3. Within seven (7) days after submission of an application, the director shall apprise an applicant in writing of such director's approval or reasons for refusing a permit (Remove or of any conditions attached to the issuance of a permit, and any aggrieved person shall have the right to appeal in writing within six (6) days to the City Manager, who shall consider the application, under the standards set forth in subsection (a) of this section or other reasons deemed by the City Manager to be detrimental to the use of the public parks and sustain or overrule the director's decision.)
4. An applicant shall be bound by all ordinances fully as though the same were inserted in such person's permit.
5. The person to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever due to the negligence of the person to whom such permit was issued.
6. The director or his/her designee shall have the authority to revoke a permit upon a finding of violation of ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued.
7. The director or his/her designee shall have the authority to reject a permit for a special event if the director has determined that the infrastructure of the park would not support the event.

(D) Posting and Exhibiting Permits

Permits required by this chapter shall be posted in the area where the activity is conducted or produced and exhibited upon the demand of any law enforcement officer or authorized City Park employee.

Section 97.17 Closed areas

Any section or part of any City Park may be declared closed to the public by the director or a law enforcement officer at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the director or law enforcement officer shall find reasonably necessary.

Section 97.18 Naming parklands, park roads, major improvements and facilities

- (A) A committee, appointed by the Parks and Recreation Advisory Board chairperson, shall be responsible for research, study and recommendation to the board for proposed names. A resume stating the reason for the recommendation of a name shall be submitted in writing. The Parks and Recreation Advisory Board shall approve or disapprove of the name recommended by the committee. If the board disapproves the committee's recommendation, the matter may be referred back to the committee for further action. Upon approval, the recommended name will be forwarded to the city council for consideration.
- (B) The Parks and Recreation Advisory Board's recommendation for naming parklands, park roads, major improvements and facilities, if any, shall be submitted to the city council within sixty (60) days after acquisition, construction completion or at the earliest possible time.
- (C) The naming of parklands and Recreation facilities shall permit ready identification and/or geographical association by the public. The following guidelines shall be considered:
 - 1. Outstanding and/or predominate physical characteristics of the land.
 - 2. Contribution, fifty (50) per cent or better, of land and/or money by individuals or organizations.
 - 3. Outstanding community leaders, living or deceased.
 - 4. National, state or local historical leaders; heroes, both past and present.
 - 5. Predominate plant materials.
 - 6. Streams, rivers, lakes and creeks.
 - 7. Outstanding environmentalists and parks and recreation notables.
 - 8. No City Park site shall be given the same name as an existing school site or public facility except where sites abut one another.
 - 9. Subdivision names where parklands are adjacent to or lie within the subdivision.
- (D) Proposed names of individuals shall be confidential insofar as the individual and/or family is concerned until city council action has been taken. An individual or relative of an individual after whom a park or recreation facility is to be named shall be provided the opportunity to oppose such designation.

Section 97.19 Park Facility Rental

- (A) Facility Rentals
 - 1. The following facilities are available for rental:
 - a. Large Pavilion City Park
 - b. Small Pavilion City Park
 - c. Century Park Gazebo
 - d. Birdsong Amphitheatre
 - e. Recreation Hall
 - f. Sports Complex
 - g. Senior Citizens Center
 - 2. Available for practices, tournaments, 5K runs, and special events:
 - a. Eight baseball fields
 - b. Three softball fields
 - c. Four tennis courts
 - d. Bosque River Trail
 - 3. Exclusive Municipal Park Rental for Community Event / Special Event

Individuals or groups wanting to have exclusive use of any Stephenville City Parks and Recreation facilities must fill out the Community / Special event application. The Exclusive Rental rate will be applied for every 24-hour period the park is rented.

(B) Fees for use of park facilities

1. Fees shall be set in accordance with policies as approved by the city council.
2. Any person or persons occupying City Park space or using such facilities where that occupancy or use requires a fee but where said fee has not been paid shall be considered to be trespassing.

(C) Refunds

1. Refundable Deposits will be refunded upon inspection of the parks by staff. The standard of cleanup is leaving the park as it was when you arrived.
2. **Cancellation of Reservations:**
3. **Pavilion, Birdsong Amphitheater:** No refund for inclement weather.
4. Recreation Center: Refund will be issued if cancelled within seven (7) business days from event date. Remove - Reservations must be cancelled no less than 48 hours before the reserved date in order to receive a refund.
5. **Waiving of Fees:** The City of Stephenville may waive all or a portion of the fee with the recommendation of the Director of Parks and Leisure Services.

(D) Sports Association / Organization / Foundation Facility Fees

1. These groups must meet with the Parks and Leisure Services Director and agree to terms in a written contract agreement. This contract will cover fees, policies and procedures, maintenance, and operation and standards in which the City of Stephenville facilities will be maintained.
2. Individual or entities must provide documentation of transactions for goods and/or services as well as provide a copy of liability insurance policy naming the City of Stephenville as an additional insured party when appropriate.

Section 97.20 Insurance and Liability

- (A) The City of Stephenville and its agents disclaim all liability resulting from the exclusive use of a municipal park, its facilities and/or equipment, gazebo, and pavilions for events open to the public (community events, special events, or any other activity specified in these policies.)
- (B) Organizers of these public events must provide proof of insurance indemnifying the City of Stephenville against any liability arising from such exclusive use. Closed events (birthday parties, family reunions, etc.) will not require the liability insurance.
- (C) The Director of Parks and Leisure Services shall have the right to waive the insurance requirement for events. The waiver will be made on a case-by-case basis. A waiver shall not be granted without adequate protection for the city, such as a sufficient indemnity agreement.
- (D) Minimum Coverage should include:
 1. Bodily Injury: \$100,000 per person; \$500,000 per occurrence

Section 97.21 City-Owned Cemeteries

(A) **City Manager Duties**

The Municipal Cemeteries of the City of Stephenville shall be reserved for the burial of human remains, the city Manager or his/her designee shall have the authority to promulgate rules, and regulations for its use, set fee schedules for services, determine prices for the sale of burial rights, and control the use of the facility in accordance with state law.

(B) **Burial in accordance with laws of the State of Texas**

No person shall purchase or allow any cemetery lot or niche to be used for any purpose other than the burial of human remains in accordance with the laws of the State of Texas.

(C) **Parking and/or driving in gardens; speed limit**

No person shall use the cemetery land as a thoroughfare and the right to use automobiles or other vehicles in the cemetery is authorized solely and exclusively for transporting persons to visit burial plots. The speed limit within the cemetery is ten (10) miles per hour. Parking and/or driving on any gardens or grassy areas are prohibited for purposes other than those obtained from the cemetery.

(D) **Possession of drugs or alcohol in cemetery**

No person shall possess alcoholic beverages or illegal drugs in any Municipal Cemetery.

(E) **Right of cemetery to enter upon lot**

The cemetery supervisor shall have the right to enter upon or use any adjoining cemetery lot or lots to carry out its duties as to interments, erection of monuments or markers, etc., without prior notice to the lot owner.

(F) **Advertisements prohibited**

No person shall cause a sign, notice or advertisement of any kind to be placed or brought in the cemetery unless placed by cemetery employees.

(G) **Solicitation prohibited**

No person shall peddle, sell, or solicit the sale of any goods or service within the municipal cemeteries.

(H) **Decorative objects prohibited**

1. No person shall cause decorative objects or photos to be affixed to the crypt fronts by tape or other means. No curbs, shrubs, landscaping, mounds, rocks or gravel, glass containers, ceramic containers or like objects shall be permitted. Foot markers shall be set no more than (1) inch above ground. (existing conditions are exempt from curbing requirements) Pre-existing items installed prior to 08/2018 will not be removed.)
2. All such unauthorized items will be removed by the Cemetery Supervisor without notice.
3. Old flowers shall be removed at Cemetery Supervisor's discretion.
4. All landscaping will be removed at the discretion of Cemetery Supervisor.
5. Flowers shall be set to the side of the headstone, a flower receptacle will be provided if needed.

(I) **Open flames prohibited.**

No person shall possess or cause to be placed within the cemetery devotional light or any open flame device.

(J) **Headstones**

No headstones shall be installed, moved, repaired or removed without first obtaining the approval of the Cemetery Supervisor. Temporary placeholders may be placed for a period of no longer than 12 months before a permanent headstone or marker is placed.

Section 97.22 Miscellaneous Provisions

- (A) Except as amended herein, the City of Stephenville ordinances shall remain in full force and effect as presently enacted and amended from time to time. To the extent of a conflict between this Ordinance and any other ordinances of the City of Stephenville as same may have existed prior to the adoption of this Ordinance, this Ordinance shall control.
- (B) If any section or part of this ordinance is held by a court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect, impair, or invalidate the remaining provisions of this Ordinance but shall be confined in its operation to the specific section or sections that are held unconstitutional or invalid.
- (C) This ordinance shall be effective immediately upon its approval by the City Council of the City of Stephenville.
- (D) Penalties for violation of a park ordinance are subject to the general penalty set out in 10.99 of the City of Stephenville Code of Ordinances.

Sec. 90.10. Animals prohibited in parks during activities.

- (A) Animals, **other than dogs** are prohibited in any of the parks located within the city limits during any organized special event.
- (B) For purposes of this section, an organized activity includes any city-sponsored activity or event; including, but not limited to, festivals, shows or athletic events.
- (C) Exceptions:
 - (1) Display of animals for viewing, petting zoos, or similar activities is allowed with the permission of the Stephenville Parks and Recreation Director; and
 - (2) Canine assistance for the handicapped.
- (D) Any person who violates any of the provisions of this section will be guilty of a Class C misdemeanor and upon conviction thereof, will be punished by a fine not to exceed \$500.00. Each day of violation will constitute a separate offense.

(Ord. 2001-23, passed 11-6-01; Am. Ord. 2005-26, passed 11-1-2005)

Cross reference(s)—Penalty, see § 10.99Cross reference(s)—.

Sec. 130.15. Possession of intoxicating beverages in city recreation hall or city park prohibited.

~~It shall be unlawful for any person to have in his/her possession intoxicating beverages while that person is in the City Recreation Hall or in any of the covered pavilions in the city park.~~

(1975 Code, § 11-13; Am. Ord.. passed 5-1-1979)

Cross reference(s)—Penalty, see § 10.99Cross reference(s)—.

Public Works Department
STAFF REPORT

SUBJECT: Solid Waste Franchise Agreement – Annual Rate Adjustment Request
MEETING: Public Works Committee – 15 FEB 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed rate adjustment with Waste Connections, Inc. for the collection, hauling, and disposal of municipal solid waste and construction and demolition waste in accordance with the provisions of the existing exclusive franchise agreement.

BACKGROUND:

The City of Stephenville entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. In 2012, the corporation changed names to Progressive Waste Solutions of TX, Inc. In 2016, Progressive was acquired by Waste Connections Lonestar, Inc.

The exclusive franchise agreement was last updated and approved in September of 2018 extending the term to December 31, 2023. There were no rate increases from 2015-2019. The rate increased by 1.33% on January 1, 2021.

PROPOSAL:

Attached is a copy of the rate adjustment request letter received from Waste Connections dated February 14, 2022. Attached is a copy of the proposed amendment. A copy of the existing agreement is also attached. The proposed rates, if approved, would become effective on April 1, 2022 in accordance with the agreement language.

FISCAL IMPACT SUMMARY:

The requested CPI adjustment results in a 7.76 percent increase to the existing rate in accordance with the existing agreement. The residential and commercial polycart rates would increase \$0.92 and \$1.49 per month respectively. This rate adjustment would equate to a 1.30 percent average annual increase over the last seven (7) years, since 2015.

Waste Connections has agreed to increase the disposal fee paid to the Stephenville Landfill from \$60.00 per ton to \$64.44 per ton. Waste Connections deposited 2,754 tons on average over the last three years. The corresponding revenue, using the annual average, with an increase of \$4.66/ton, yields approximately \$12,834 in increased revenue.

The franchise agreement allows for the adjustment of rates. An excerpt from the agreement is included below:

"SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 8 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information:

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City."

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the request as presented;
2. Recommend an alternative calculation methodology to be included in the contract.

ATTACHMENTS:

[Supporting documentation for CPI-U calculation](#)

[2022 02-15 Exclusive Franchise Agreement – Waste Connections Transmittal Request](#)

[2022 02-15 Amendment No. 5 – DRAFT](#)

[2014 Solid Waste Franchise Agreement](#)

SUPPORTING DOCUMENTATION:**CPI for All Urban Consumers (CPI-U)**

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.747
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	250.639
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259
2022	271.634												

RATE STRUCTURE

January 2021 = 263.728

January 2022 = 271.634

$$\Delta = [(271.634 - 252.067) / 252.067] = 7.76\% \checkmark$$

Roll Out Containers			$\Delta 7.76\%$	
CURRENT RATES / MONTH		PROPOSED RATES / MONTH		$\Delta \$ \uparrow$
Residential Polycart	\$11.86	Residential Polycart	\$12.78	\$0.92
Residential Extra Polycart	\$5.93	Residential Extra Polycart	\$6.39	\$0.46
Commercial Polycart	\$19.26	Commercial Polycart	\$20.75	\$1.49
Commercial Extra Polycart	\$9.84	Commercial Extra Polycart	\$10.60	\$0.76

Open Top Roll Off Containers			$\Delta 7.76\%$	
CURRENT RATES / MONTH		PROPOSED RATES / MONTH		$\Delta \$ \uparrow$
Haul Fee	\$208.26	Haul Fee	\$224.42	\$16.16
Disposal Fee per ton	\$60.00	Disposal Fee per ton	\$64.66	\$4.66
Delivery and Exchange	\$121.84	Delivery and Exchange	\$131.29	\$9.45
Daily Container Rental	\$5.73	Daily Container Rental	\$6.17	\$0.44



WASTE CONNECTIONS
LONE STAR, INC.
Connect with the Future

February 14, 2022

Attn: City Administrator
City of Stephenville
298 W Washington St.
Stephenville, TX 76401

Dear City Administrator

Waste Connections appreciates the opportunity servicing the City of Stephenville this past year. We have made every effort to ensure that you receive great customer service with affordable rates.

As per our agreement, we must request from the City of Stephenville the annual Consumer Price Index (CPI) rate adjustment called for in our agreement. The percentage of the increase calculated by the mechanism within our agreement equals a 7.76% increase to your rates. I have enclosed the CPI information as well as a sheet with the revised rates for the services we provide. We request that these new rates for services rendered become effective April 1, 2022.

Waste Connections is committed to maintaining the highest quality of service to the City of Stephenville. We would like to take this opportunity to thank the City staff, business community and residents for your continued patronage.

Respectfully,

Sean Dowden
District Manager
Waste Connections Lone Star, INC.

**FIFTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTIONS, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND
CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

This Fifth Amendment to the Exclusive Franchise Agreement for the Collections, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas (the "Amendment") is entered into this 5th day of April, 2022, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas (the "Service Provider") and the City of Stephenville, Texas (the "City"). Service Provider and the City are each individually referred to herein as a "Party" and collectively as the "Parties". Any capitalized terms not otherwise defined herein shall be given the meaning ascribed to them within the Agreement (as defined below).

RECITALS:

WHEREAS, the City and the Service Provider entered into an Exclusive Franchise Agreement dated January 1, 2014 followed by a First Amendment dated January 6, 2015, a Second Amendment dated September 4, 2018 extending the term to December 31, 2023, a Third Amendment dated December 3, 2019, and a fourth Amendment adjusting the rates, dated December 1, 2020 (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction Waste within the City (as such terms are defined in the Agreement); and

WHEREAS, the City and the Service Provider mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Rates and Fees. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$12.78 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$6.39 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units located within the City's corporate limits and billed by the City for water and/or sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$20.75 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$10.60 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and/or sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilizing the following rates:

COMMERCIAL MONTHLY RATE SCHEDULE

Collections Per Week

Size / Pickup	1 x Week	2x Week	3x Week	4x Week	5x Week	6 x Week	Extra Pickups
2 Cubic Yard	\$71.86	\$120.77	\$169.69	\$ -	\$ -	\$ -	\$45.33
3 Cubic Yard	\$98.15	\$131.58	\$200.65	\$263.72	\$326.76	\$ -	\$53.70
4 Cubic Yard	\$107.68	\$154.75	\$272.30	\$366.89	\$461.49	\$556.06	\$61.14
6 Cubic Yard	\$127.60	\$192.99	\$336.79	\$451.45	\$566.12	\$682.43	\$76.02
8 Cubic Yard	\$144.22	\$264.06	\$392.25	\$523.78	\$659.30	\$792.84	\$90.72

Roll Out Containers

Residential Polycart	\$ 12.78
Residential Extra Polycart	\$ 6.39
Commercial Polycart	\$ 20.75
Commercial Extra Polycart	\$ 10.60

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units located within the City's corporate limits or billed by the City for water and/or sewer services.

Open Top Roll Off Containers

Haul Fee	\$ 224.42
Disposal Fee per Ton	\$ 64.66
Delivery and Exchange	\$ 131.29
Daily Container Rental	\$ 6.17

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

2. Stephenville Landfill Rates. The disposal rate for the Service Provider at the City of Stephenville Landfill will reflect the "Disposal Fee per Ton" rate reflected in the "Open Top Roll Off Containers" table above. The parties understand the rate to the Service Provider will remain in effect until such rates are modified by subsequent Amendment or new Agreement or until the public rates at the Stephenville Landfill exceed the figure above.

- 3. Reaffirmation. The parties hereby restate and reaffirm their agreement with all the terms and provisions of the Agreement, as amended hereby.
- 4. Entire Agreement. The Agreement and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.
- 5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth Amendment that any party produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date first written above.

CITY OF STEPHENVILLE, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Doug Svien

By: _____
Sean Dowden

Title: _____
Honorable Mayor

Title: _____
District Manager

ATTEST:

By: _____
Staci L. King

Title: _____
City Secretary



298 West Washington Stephenville, Texas 76401-4257 (254) 918-1220 Fax (254) 918-1207

January 8, 2014

John Gustafson, Vice President
Progressive Waste Solutions of TX, Inc.
2601 Network Boulevard, Suite 206
Frisco, TX 75034

RE: Exclusive Franchise Agreement

Dear Mr. Gustafson:

This transmittal letter serves to confirm the City of Stephenville city council met on the 7th day of January 2014 and approved the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas.

Enclosed are two (2) originally signed agreements. Please sign both documents, retaining one (1) original for your records and returning one (1) executed agreement for City records.

Please contact me at 254-918-1223 should you have any questions regarding the above information. We look forward to a continued partnership.

Sincerely,

Nick Williams, PE
Director of Public Works

Enclosure: Exclusive Franchise Agreement (2 Originals)

Cc: Mark A. Kaiser, City Administrator
Municipal Solid Waste Agreement File
2014 Correspondence File

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

JANUARY 1, 2014

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

STATE OF TEXAS

COUNTY OF ERATH

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2014, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (the "Service Provider"), and the City of Stephenville, Texas (the "City").

WHEREAS, the City and IESI TX Corporation ("IESI") entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas dated as of January 1, 2005 (the "Original Contract");

WHEREAS, on December 2, 2008, the City and IESI entered into the First Amendment, (the "First Amendment"), where the parties amended and extended the Original Contract;

WHEREAS, the Original Contract and the First Amendment are hereby collectively referred to as the "Contract";

WHEREAS, on June 20, 2012 IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the Contract is scheduled to terminate as of December 31, 2013;

WHEREAS the City and the Service Provider mutually desire to amend, renew and restate the Contract as further described herein; and

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulky Item - Any item not measuring in excess of either seventy-two (72) inches in length or one hundred fifty (150) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Hand Collect Unit - A small Commercial Unit that utilizes a Roll-Out(s) for the collection of its Municipal Solid Waste for its regularly scheduled collection days.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid

Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Administrator and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) **Paper** - Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) **Metal** - Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) **Plastic** - Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

White Good - Any item not measuring in excess of either two (2) cubic yards in size or one-hundred fifty (150) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day and (iii) such Roll-Outs are placed no closer than five (5) feet from mailboxes, vehicles or other obstructions.

B. Commercial Hand Collect Units. The Service Provider will collect Municipal Solid Waste from Commercial Hand Collect Units; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day and (iii) such Roll-Outs are placed no closer than five (5) feet from mailboxes, vehicles or other obstructions; provided, however, the Service Provider and City agree to work together to determine a mutually agreeable procedure for the placement and collection of Roll-Outs from those Commercial Hand Collect Units located on the City Square.

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential or Commercial Hand Collect Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereto.

D. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The customer shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units, as provided for in Section 9 hereof. The Service Provider shall

only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, up to an aggregate number of thirteen (13) Containers (each up to six (6) cubic yards in size) to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

- Municipal Service Center – 2 dumpsters
- Public Safety Building – 2 dumpsters
- City Hall - 3 Roll-Outs
- Senior Citizens Center – 1 dumpster
- City Park/City Recreation Hall Building – 3 dumpsters
- Animal Shelter – 1 dumpster
- City Library – 1 dumpster

B. Recycling Drop-Off. The Service Provider will provide, at no cost to the City, up to three (3) Roll-Offs for citizens of the City to deposit Recyclable Materials for collection and processing by the Service Provider. Such Roll-Offs shall be located at the Service Provider's facility located at 1291 N. Bates, Stephenville, TX 76401 and shall be emptied on an as needed basis.

C. Annual City Report. Beginning on or before August 31, 2014, and on or before each August 31 of this Agreement thereafter, the Service Provider shall provide the City with a written annual report containing the following information: (i) a brief description of the Service Provider's community involvement within the City during the previous calendar year; (ii) a brief description of any governmental violations received by the Service Provider while performing the Services during the previous calendar year; (iii) tonnage of Municipal Solid Waste collected from within the City during the previous calendar year; (iv) tonnage of Recyclable Materials collected from within the City during the previous calendar year; (v) tonnage of Construction and Demolition Waste collected from within the City and the percentage hauled to the City of Stephenville Class IV Landfill during the previous calendar year; (vi) percentage of complaints resolved during the previous calendar year; and (vii) link to Service Provider's parent company's audited financial statement for the previous calendar year.

D. Quality Control/Assurances. The Service Provider will maintain a quality control program to ensure the Services are performed under commonly accepted industry standards as well as the provisions of this Agreement. As quality assurance, the City may assess liquidated damages against the Service Provider for the failures expressly provided for in Section 30 hereof. The Service Provider shall designate a point of contact that will be responsible for working with the City on any quality control issues.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect (i) one (1) Bulky Item and (ii) up to one (1) cubic yard of Bundles from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that (i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day the Friday prior to the scheduled collection day, and (ii) the Bulky Items and/or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) are as defined in Section 1 hereof. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$11.34 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$5.67 per month for each additional Roll-Out utilized by such Single-Family Residential

Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$18.81 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$9.41 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container Size	1 Collection per Week	2 Collections per Week	3 Collections per Week	4 Collections per Week	5 Collections per Week	6 Collections per Week
2 Cubic Yards	\$64.52	\$108.44	N/A	N/A	N/A	N/A
3 Cubic Yards	\$88.14	\$118.15	\$180.17	\$236.79	\$293.41	N/A
4 Cubic Yards	\$96.68	\$138.96	\$244.51	\$329.45	\$414.38	\$499.30
6 Cubic Yards	\$114.58	\$173.30	\$302.41	\$405.37	\$508.32	\$612.77
8 Cubic Yards	\$129.50	\$237.11	\$352.21	\$470.31	\$592.00	\$711.91

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following rates, per Container.

Size of Container	Each Additional Collection
2 Cubic Yards	\$40.71
3 Cubic Yards	\$48.22
4 Cubic Yards	\$54.90
6 Cubic Yards	\$68.26
8 Cubic Yards	\$81.46

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.B. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery or Exchange Fee	\$117.00 per delivery or exchange
Rental Fee	\$5.50 per day
Haul Fee	\$200.00 per haul
Disposal Fee	\$50.00 per ton (3 ton minimum required)

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.D.

E. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant; provided, that the sludge is accompanied by requisite documentation of the State of Texas and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation's weight guidelines. For the sludge Services provided to the City under this Section 9.E., the Service Provider will charge \$365.00 for each Container hauled and emptied.

F. Stephenville Type IV Landfill. Subject to adjustment by the Service Provider, in its sole discretion, the Service Provider shall attempt to haul twenty-five percent (25%) of the Roll-Offs containing Construction and Demolition Waste that are generated within the City's corporate limits to the City's landfill located at 669 County Rd. 385, Stephenville, TX 76401.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information: http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments

herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Surcharge. The Service Provider shall (i) charge the City a Fuel Surcharge (as defined herein) for any month in which the average price of diesel fuel during the preceding month exceeded \$3.00 per gallon (the "Base Price") or (ii) credit the City with a Fuel Refund (as defined herein) for any month in which the average price of diesel fuel during the preceding month fell below \$2.50 per gallon (the "Refund Price") in accordance with this Section 10.E. In the event the Average Monthly Price (as defined herein) is (i) equal to or exceeds the Refund Price and (ii) equal to or lower than the Base Price, then there will be no Fuel Surcharge charged or Fuel Refund credited to the City for the next month. The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of

diesel fuel for each month (each, an "Average Monthly Price") shall be the average of the weekly fuel prices published for each week during such month.

The Fuel Surcharge payable for any month (each, a "Fuel Surcharge") shall be determined by referring to the schedule attached hereto as Exhibit "A" in accordance with the Average Monthly Price. The Fuel Refund credited to the City during any month (each, a "Fuel Refund") shall be determined by referring to the schedule attached hereto as Exhibit "A" in accordance with Average Monthly Price. In the event the Average Monthly Price is greater than the Base Price, the applicable Fuel Surcharge will be included on the invoice to the City for the following month. In the event the Average Monthly Price is less than the Refund Price, the City will be credited with the applicable Fuel Refund on the following month's invoice. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Surcharge or Fuel Refund.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and concluding on December 31, 2018. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 90 days prior to the expiration date of this Agreement or 90 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill the City the rates and fees charged under Sections 9.A through 9.C. hereto for all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement") on or around the 1st day of the month, immediately following the month in which such Services were provided, commencing on February 1, 2014. Thereafter, the City will remit to the Service Provider in arrears an amount equal to (y) the gross receipts collected from such Monthly Statement, less (z) a franchise fee equal to seven percent (7%) of the gross receipts collected from such Monthly Statement (the "Franchise Fee"). Such remittance shall be made by the City on or before the last day of each month (for the immediately preceding month's service) commencing on February 28, 2014. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Delinquent Accounts. Each month the City shall notify the Service Provider in writing of any Commercial, Industrial or Residential Unit that is thirty (30) or more days delinquent in paying the City for the Services provided by the Service Provider and billed by the City under this Agreement. Upon receipt of such written notice of delinquency, the Service Provider may

discontinue its Services to such delinquent Commercial, Industrial or Residential Unit. Upon further written notification by the City that such Commercial, Industrial or Residential Unit has paid the delinquent amount owed, the Service Provider shall resume its Services to such Commercial, Industrial or Residential Unit on the next regularly scheduled collection day.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect the rates and fees contained in Section 9.D. hereof, from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers. The Service Provider shall also bill and collect the rates and fees contained in Sections 9.D. and 9.E. from the City for all services performed for the City with respect to Roll-Off Containers.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate

the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. The Service Provider shall maintain an office or other facility through which it may be contacted. Such office shall be equipped with sufficient personnel and telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. Calls received shall be responded to in a courteous manner, and calls received but not answered during normal office hours shall be responded to within twenty-four (24) hours.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this

Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Agreement.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000

- | | |
|----------------------------------|--|
| (3) Commercial General Liability | \$1,000,000 per occurrence,
\$2,000,000 in the aggregate,
combined single limit for Bodily
Injury and Property Damage Liability |
| (4) Automobile Liability | \$2,000,000 per occurrence combined
single limit for Bodily Injury and
Property Damage Liability |
| (5) Pollution Legal Liability | \$2,000,000 each loss |
| (6) Excess or Umbrella | \$5,000,000 per occurrence |

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 27. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 28. 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 such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW.

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all controversies, claims or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 30. LIQUIDATED DAMAGES.

In the event the Service Provider fails to perform in accordance with the provisions of this Agreement, the City may withhold from any monies due to the Service Provider, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the failures provided in this Section 30.

Failure to clean any spill on the City's streets caused by a sudden and unforeseen mechanical failure resulting in oil, Solid Waste, or fluid loss from the Service Provider's collection vehicles within 24 hours of notification from the City	\$250.00 per incident, per day
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Failure to collect a missed collection within the
cure period specified in Section 17 hereof

\$100.00 per day

Prior to the assessment of any liquidated damages, the City shall notify the Service Provider in writing of the liquidated damages to be assessed and the basis for each assessment, and allow a reasonable opportunity for the Service Provider to contest the assessment of such liquidated damages.

SECTION 31. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Stephenville, Texas
298 West Washington St.
Stephenville, TX 76401
Attn: City Administrator

If to the Service Provider:

Progressive Waste Solutions of TX, Inc.
1291 N. Bates
Stephenville, TX 76401
Attn: District Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 32. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF STEPHENVILLE COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 3RD DAY OF DECEMBER, 2013.

PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.

CITY OF STEPHENVILLE, TEXAS

By: _____
John Gustafson, Vice President

By: Jerry K. Weldon
Jerry K. Weldon, II, Mayor

ATTEST:

Cindy L. Stafford
Cindy L. Stafford, City Secretary



Exhibit "A"

City of Stephenville Fuel Surcharge/Refund Schedule

Average Monthly Price		Fuel Surcharge/Refund	
\$ 2.05	\$ 2.09	\$	(2,159.53)
\$ 2.10	\$ 2.14	\$	(1,919.58)
\$ 2.15	\$ 2.19	\$	(1,679.63)
\$ 2.20	\$ 2.24	\$	(1,439.68)
\$ 2.25	\$ 2.29	\$	(1,199.74)
\$ 2.30	\$ 2.34	\$	(959.79)
\$ 2.35	\$ 2.39	\$	(719.84)
\$ 2.40	\$ 2.44	\$	(479.89)
\$ 2.45	\$ 2.49	\$	(239.95)
\$ 2.50	\$ 2.54	\$	-
\$ 2.55	\$ 2.59	\$	-
\$ 2.60	\$ 2.64	\$	-
\$ 2.65	\$ 2.69	\$	-
\$ 2.70	\$ 2.74	\$	-
\$ 2.75	\$ 2.79	\$	-
\$ 2.80	\$ 2.84	\$	-
\$ 2.85	\$ 2.89	\$	-
\$ 2.90	\$ 2.94	\$	-
\$ 2.95	\$ 2.99	\$	-
\$ 3.00	\$ 3.04	\$	-
\$ 3.05	\$ 3.09	\$	239.95
\$ 3.10	\$ 3.14	\$	479.89
\$ 3.15	\$ 3.19	\$	719.84
\$ 3.20	\$ 3.24	\$	959.79
\$ 3.25	\$ 3.29	\$	1,199.74
\$ 3.30	\$ 3.34	\$	1,439.68
\$ 3.35	\$ 3.39	\$	1,679.63
\$ 3.40	\$ 3.44	\$	1,919.58
\$ 3.45	\$ 3.49	\$	2,159.53
\$ 3.50	\$ 3.54	\$	2,399.47
\$ 3.55	\$ 3.59	\$	2,639.42
\$ 3.60	\$ 3.64	\$	2,879.37
\$ 3.65	\$ 3.69	\$	3,119.32
\$ 3.70	\$ 3.74	\$	3,359.26
\$ 3.75	\$ 3.79	\$	3,599.21
\$ 3.80	\$ 3.84	\$	3,839.16
\$ 3.85	\$ 3.89	\$	4,079.11
\$ 3.90	\$ 3.94	\$	4,319.05
\$ 3.95	\$ 3.99	\$	4,559.00
\$ 4.00	\$ 4.04	\$	4,798.95
\$ 4.05	\$ 4.09	\$	5,038.90
\$ 4.10	\$ 4.14	\$	5,278.84
\$ 4.15	\$ 4.19	\$	5,518.79
\$ 4.20	\$ 4.24	\$	5,758.74
\$ 4.25	\$ 4.29	\$	5,998.69
\$ 4.30	\$ 4.34	\$	6,238.63
\$ 4.35	\$ 4.39	\$	6,478.58
\$ 4.40	\$ 4.44	\$	6,718.53
\$ 4.45	\$ 4.49	\$	6,958.48
\$ 4.50	\$ 4.54	\$	7,198.42
\$ 4.55	\$ 4.59	\$	7,438.37
\$ 4.60	\$ 4.64	\$	7,678.32
\$ 4.65	\$ 4.69	\$	7,918.27
\$ 4.70	\$ 4.74	\$	8,158.21
\$ 4.75	\$ 4.79	\$	8,398.16
\$ 4.80	\$ 4.84	\$	8,638.11
\$ 4.85	\$ 4.89	\$	8,878.06
\$ 4.90	\$ 4.94	\$	9,118.00
\$ 4.95	\$ 4.99	\$	9,357.95
\$ 5.00	\$ 5.04	\$	9,597.90