



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, July 18, 2023 at 5:30 PM

AGENDA

CALL TO ORDER

NOMINATIONS COMMITTEE

Maddie Smith, chair; Lonn Reisman, Bob Newby, Brandon Greenhaw

1. Nominations to Citizen Boards and Commissions

CHARTER REVIEW COMMITTEE

Lonn Reisman, chair; LeAnn Durfey, Bob Newby, David Baskett

2. Discuss the Review of the Charter for the City of Stephenville

PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Justin Haschke, David Baskett

3. [Review](#) Amendment to the Solid Waste Franchise Agreement

ADJOURN

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.

STAFF REPORT



SUBJECT: Solid Waste Franchise Agreement – Renewal
MEETING: Public Works Committee – 18 JUL 2023
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends discussion of Waste Connections proposed amendment to renew the agreement for the collection, hauling, and disposal of municipal solid waste and construction and demolition waste.

BACKGROUND:

The City of Stephenville entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. The agreement is currently operated by Waste Connections Lonestar, Inc.

The term of the exclusive franchise agreement was last updated and approved in September of 2018 extending the term to December 31, 2023. Rates were modified in March of 2023.

PROPOSAL:

Attached is a copy of a proposed draft amendment extending the agreement for a term of five (5) years. A copy of the existing agreement is also attached. The proposed agreement renewal, if approved by council, would become effective on January 1, 2024.

FISCAL IMPACT SUMMARY:

None; a provision of the proposed renewal agreement maintains the current rate structure through calendar year 2024.

ALTERNATIVES:

The following alternatives are provided for council consideration:

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

ATTACHMENTS:

[2023_07-18 Amendment No. 8 – DRAFT](#)

**EIGHTH 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 Eighth 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 1st day of August, 2023, 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, a fourth Amendment adjusting the rates, dated December 1, 2020, a Fifth Amendment adjusting rates, dated March 1, 2022, a Sixth Amendment updating the Fuel Surcharge Table, dated September 6, 2022, and a Seventh Amendment adjusting the rates, dated March 7, 2023 (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. Section 12. – "TERM OF AGREEMENT" is hereby deleted in its entirety and replaced with the following:

"TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2024 and concluding on December 31, 2028. 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 one hundred eighty (180) days prior to the expiration date of this Agreement or one hundred eighty (180) 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."

2. Rates and Fees. Rates and Fees shall remain unchanged until at least January 1, 2025.
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 Eighth 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: _____
Sarah Lockenour

Title: _____
City Secretary