

ORDINANCE NO. 25-005

AN ORDINANCE OF THE CITY OF MARLIN, TEXAS, APPROVING OF AN AMENDMENT TO A FRANCHISE AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES IN THE CITY OF MARLIN, TEXAS, BY APPROVING THE FIRST AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE, IN THE CITY OF MARLIN, TEXAS; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE, IN THE CITY OF MARLIN, TEXAS; PROVIDING FOR SEVERABILITY; OPEN MEETINGS; PUBLICATION; AND EFFECTIVE DATE CLAUSES.

WHEREAS, the City Council for the City of Marlin approved of the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas, granting an exclusive franchise for solid waste disposal services;

WHEREAS, the City Council desires to approve of and authorize the execution of the *First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas* (the "Amendment"), thereby extending the existing exclusive franchise for the provision of solid waste disposal services within the City as provided in the Amendment; and

WHEREAS, the City Council is authorized by the general laws of the State of Texas and the Home Rule Charter for the City of Marlin, Texas, to approve the *First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas*;

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

**Section 1. Findings.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**Section 2. Authority.** The City Council is authorized by the general laws of the State of Texas, the Texas Constitution, and the city's Home Rule Charter to approve of an amendment and an extension of the exclusive franchise for the Collection, hauling and disposal of municipal solid waste and Construction and Demolition Waste, in the City of Marlin.

**Section 3. Approval of Amendment to the Franchise Agreement.** The City Council approves of the *First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas*, attached as **Exhibit "A"** to this Ordinance.

**Section 4. Authorization to Execute Amendment to the Franchise Agreement.** The City Council authorizes the Mayor to execute the *First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas*, attached as Exhibit "A" to this Ordinance.

**Section 5. Amendment of Conflicting Ordinances.** All ordinances in conflict Ordinance are hereby amended as provided herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 6. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

**Section 7. Open Meetings.** That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

**Section 8. Publication.** The City Council directs the publication of this Ordinance and the amendment of the franchise as provided in the *First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas*, as required by the Home Rule Charter for the City of Marlin, Texas.

**Section 9. Effective Date.** This Ordinance shall become effective in accordance and as provided by the Home Rule Charter for the City of Marlin, Texas.

FIRST READING on the 14 day of January 2025.

PASSED AND APPROVED after second reading on this the 11 day of February 2025.

ATTEST:

CITY OF MARLIN, TEXAS

  
Maryann Waddle, City Secretary

  
Susan Byrd, Mayor  
City of Marlin, Texas

**EXHIBIT "A"**

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

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

**STATE OF TEXAS**

**COUNTY OF FALLS**

This First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas (this "Amendment") is made and entered into as of the 11 day of February, 2025 (the "Amendment Date"), by and between Frontier Texas Ventures I, LLC, a Delaware limited liability company authorized to do business in Texas as "Frontier Waste Solutions" (the "Service Provider"), and the City of Marlin, Texas (the "City"), each individually a "Party" and collectively the "Parties".

**WHEREAS**, Frontier Access, LLC, a Delaware limited liability company and predecessor-in-interest to the Service Provider, and the City entered into that certain Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste, in the City of Marlin, Texas (the "Franchise Agreement") as of September 13, 2019; and

**WHEREAS**, the Parties wish to amend the Franchise Agreement.

**NOW, THEREFORE**, in consideration for the foregoing recitals and the mutual covenants and agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Franchise Agreement by:

1. Amendments. The Franchise Agreement is hereby amended as follows:

(a) Pursuant to Section 12 of the Franchise Agreement, the term of the Franchise Agreement is hereby extended for an additional five (5) years, concluding on December 31, 2029. The Franchise Agreement is hereby amended to give immediate effect to such five (5) year extension such that the current term of the Franchise Agreement will expire on December 31, 2029. The term will continue to be extended for additional successive periods of five (5) years each, as provided in Section 12 of the Franchise Agreement.

(b) Section 4.A. of the Franchise Agreement is hereby amended to provide for once per week collection of Municipal Solid Waste from Single-Family Residential Units.

(c) A new Section 6.D. is hereby added to the Franchise Agreement as follows:

“D. Roll-Off Recycling Container. The Service Provider shall provide one Roll-Off at a location designated by the City for recyclable materials. Rates for the collection and disposal of materials collected in such Roll-Off and for rent for such Roll-Off shall be charged at the rates designated as “City Recycle” under the Roll-Off rates listed on Exhibit A attached to the First Amendment to this Agreement.”

(d) Notwithstanding anything to the contrary set forth in Section 9 of the Franchise Agreement, all rates for services provided under the Franchise Agreement beginning on January 1, 2025 shall be as set forth on Exhibit A attached hereto, subject to adjustments pursuant to Section 10 of the Franchise Agreement.

(e) Beginning on January 1, 2025, the Fuel Cost Adjustment determined pursuant to Section 10.E. of the Franchise Agreement shall be calculated by referring to the fuel cost schedule attached hereto as Exhibit B, which shall replace Exhibit A of the original Franchise Agreement.

(f) All references in the Franchise Agreement to the Service Provider shall refer to Frontier Texas Ventures I, LLC.

2. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions, or changes are made or have been made to the Franchise Agreement. All other terms and conditions of the Franchise Agreement remain in full force and effect and the Parties hereby ratify and confirm their respective rights, obligations, and representations under the Franchise Agreement, as amended.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the Parties delivered to each of them.

4. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefits of the Parties hereto, their respective legal representatives, successors in title, and assigns.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment to be effective as of the date first set forth above.

FRONTIER TEXAS VENTURES I, LLC

CITY OF MARLIN, TX

By: \_\_\_\_\_  
John Gustafson, President

By: \_\_\_\_\_  
Susan Byrd, Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Secretary

# EXHIBIT A

## Rates

### 2025 1x/week Handload

Residential Rate	\$	16.25
Resi Extra Cart	\$	8.13
Comm Hand Load	\$	26.80
Comm Extra Cart	\$	12.34

### 2025 Dumpsters

	1x	2x	Extra
2 Yard	\$ 98.06	\$ 169.98	\$ 49.04
3 Yard	\$ 106.25	\$ 163.48	\$ 53.12
4 Yard	\$ 130.75	\$ 220.66	\$ 65.38
6 Yard	\$ 171.47	\$ 278.02	\$ 85.74
8 Yard	\$ 253.31	\$ 409.39	\$ 126.66
Lock Bar	\$137 installation plus \$20.44/month		
Casters	\$137 installation plus \$20.44/month		
Enclosure	\$20.44/month		

### 2025 Roll-off

	Haul	Disposal	Rent	Delivery
20 yard	\$ 306.57	\$ 74.93	\$ 4.95	\$ 258.87
30 yard	\$ 306.57	\$ 74.93	\$ 4.95	\$ 258.87
40 yard	\$ 306.57	\$ 74.93	\$ 4.95	\$ 258.87
City Rates	\$ 306.57	\$ 74.93	\$ -	\$ -
Compactor	\$ 510.94	\$ 74.93	NEGO	NEGO
City Recycle	\$ 525.00	\$ 95.00	\$ 3.33	\$ -

# EXHIBIT B

## Fuel Cost Schedule

Average Monthly Fuel Price		Fuel % Increase	Rate % Increase
\$ 3.00	\$ 3.04	1.67%	0.3%
\$ 3.05	\$ 3.09	3.34%	0.6%
\$ 3.10	\$ 3.14	5.02%	1.0%
\$ 3.15	\$ 3.19	6.69%	1.3%
\$ 3.20	\$ 3.24	8.36%	1.6%
\$ 3.25	\$ 3.29	10.03%	1.9%
\$ 3.30	\$ 3.34	11.71%	2.3%
\$ 3.35	\$ 3.39	13.38%	2.6%
\$ 3.40	\$ 3.44	15.05%	2.9%
\$ 3.45	\$ 3.49	16.72%	3.2%
\$ 3.50	\$ 3.54	18.39%	3.6%
\$ 3.55	\$ 3.59	20.07%	3.9%
\$ 3.60	\$ 3.64	21.74%	4.2%
\$ 3.65	\$ 3.69	23.41%	4.5%
\$ 3.70	\$ 3.74	25.08%	4.8%
\$ 3.75	\$ 3.79	26.76%	5.2%
\$ 3.80	\$ 3.84	28.43%	5.5%
\$ 3.85	\$ 3.89	30.10%	5.8%
\$ 3.90	\$ 3.94	31.77%	6.1%
\$ 3.95	\$ 3.99	33.44%	6.5%
\$ 4.00	\$ 4.04	35.12%	6.8%
\$ 4.05	\$ 4.09	36.79%	7.1%
\$ 4.10	\$ 4.14	38.46%	7.4%
\$ 4.15	\$ 4.19	40.13%	7.7%
\$ 4.20	\$ 4.24	41.81%	8.1%
\$ 4.25	\$ 4.29	43.48%	8.4%
\$ 4.30	\$ 4.34	45.15%	8.7%
\$ 4.35	\$ 4.39	46.82%	9.0%
\$ 4.40	\$ 4.44	48.49%	9.4%
\$ 4.45	\$ 4.49	50.17%	9.7%
\$ 4.50	\$ 4.54	51.84%	10.0%
\$ 4.55	\$ 4.59	53.51%	10.3%
\$ 4.60	\$ 4.64	55.18%	10.7%
\$ 4.65	\$ 4.69	56.86%	11.0%
\$ 4.70	\$ 4.74	58.53%	11.3%
\$ 4.75	\$ 4.79	60.20%	11.6%
\$ 4.80	\$ 4.84	61.87%	11.9%
\$ 4.85	\$ 4.89	63.55%	12.3%
\$ 4.90	\$ 4.94	65.22%	12.6%
\$ 4.95	\$ 4.99	66.89%	12.9%