



City Council Memorandum

To: Mayor Fasbender and City Councilmembers
From: City Administrator Dan Wietecha
Date: June 3, 2024
Item: Tennis Sanitation Contract

Council Action Requested:

Approve Second Extension to City of Hastings Residential Solid Waste and Recycling Collection Contract with Tennis Sanitation, LLC.

Background Information:

In a series of contracts since January 2013, the City of Hastings has contracted with Tennis Sanitation for exclusive residential solid waste collection. The current contract was the result of a bidding process during 2018. The base three-year contract ran from January 2019 through December 2021; it includes a provision to renew it for up to two, 3-year extensions through December 2027. In 2021, the City Council approved the first extension running January 2022 through December 2024.

The Utilities Committee of Council (Lawrence*, Leifeld, and Vihrachoff) met April 29 to consider the second extension running January 2025 through December 2027. They recommended the extension, specifically noting that Tennis is a local company, has demonstrated exceptional customer service and responsiveness, and their current 2024 rates are still lower than the two competitor proposals we received in 2018.

Financial Impact:

Not applicable.

Committee Discussion:

Utilities Committee met 4/29/24 and recommended approval.

Attachments:

Second Extension to City of Hastings Residential Solid Waste and Recycling Collection Contract with Tennis Sanitation LLC

**SECOND EXTENSION TO CITY OF HASTINGS RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION CONTRACT WITH TENNIS SANITATION, L.L.C.**

This Second Extension to City of Hastings Residential Solid Waste and Recycling Collection Contract with Tennis Sanitation, L.L.C. (“Second Extension”) is made this _____ day of June, 2024 by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Tennis Sanitation, L.L.C. (“Tennis”), a Minnesota limited liability company.

RECITALS

WHEREAS, the City and Tennis entered into the City of Hastings Residential Solid Waste and Recycling Collection Contract January 1, 2019 to December 31, 2021 (“Contract”) in which Tennis agreed to provide residential solid waste and recycling collection services for the City; and

WHEREAS, pursuant to Section 2 of the Contract the initial term was a 3-year term, however, the Contract provides for two 3-year extensions; and

WHEREAS, on November 11, 2021, the parties exercised the first 3-year extension, commencing on January 1, 2022 and expiring on December 31, 2024 (“First Extension”); and

WHEREAS, the parties mutually desire to exercise the second 3-year extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Second Extension and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Section 2 of the Contract entitled Term of Agreement is hereby deleted in its entirety and hereby replaced as follows:
 2. **Term of Agreement.** The initial term of the Contract expired December 31, 2021. The term of the First Extension expires on December 31, 2024. The term of the Second Extension shall be for a period of three (3) years, commencing on January 1, 2025 and expiring on December 31, 2027.
2. The rates for the Second Extension shall remain unchanged for calendar year 2025. Tennis shall submit rates for 2026 and 2027 to the City Administrator no later than Sept. 1, 2025.
3. Tennis agrees to continue to service the list of City Facilities with garbage receptacles the size and frequency of which is listed on Exhibit A to the Contract.
4. General Terms.
 - a. Except as provided for above, the terms and provisions of the Contract shall remain in full force and effect.

- b. This Second Extension and all disputes or controversies arising out of or relating to this Second Extension or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
- c. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Tennis or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
- d. This Second Extension may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
- e. This Second Extension shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

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CITY OF HASTINGS

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

TENNIS SANITATION, L.L.C.

By: _____
William J. Tennis, President

Date: _____