

BILL NO. 1673

ORDINANCE NO. _____

INTRODUCED BY: Alderman Wittich

**AN ORDINANCE AUTHORIZING THE CITY TO EXECUTE A SECOND
ADDENDUM TO THE EXCLUSIVE RESIDENTIAL SOLID WASTE
LICENSE AGREEMENT**

WHEREAS, the City and Waste Connections of Missouri, Inc., a corporation authorized to do business in the State of Missouri formerly known as Progressive Waste Solutions of MO, Inc., (“Waste Connections”) entered into a License Agreement dated May 15, 2012, which is on file with the City Clerk and approved by Ordinance and which has been extended by an amendment by Ordinance 1527 in December of 2013 and an addendum approved by Ordinance 1589 in June of 2017, collectively referred to as the “License Agreement”;

WHEREAS, the City and Waste Connections seek to extend the License Agreement as set forth in Exhibit A (the Second Addendum) and Exhibit 1 thereto, both fully incorporated herein; and

WHEREAS, the Board of Aldermen find it in the public interest to execute an extension to the License Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE CITY OF WARSON WOODS, MISSOURI AS FOLLOWS:**

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City an extension of the current License Agreement executed on May 15, 2012, with Waste Connections of Missouri, Inc. (f/k/a Progressive Waste of Mo, Inc. and IESI Mo Corporation) under the terms of and in substantially the form of the Second Addendum, attached hereto as Exhibit A and incorporated herein by reference, for a five-year term set to expire on December 31, 2023. The license granted under the License Agreement is also extended for the equivalent period. The annual increase in costs for each of the optional services shall be no more than 2% per year over the life of the extension.

Section 2. The existing collection days for solid waste, yard waste & recycling shall remain the same as will the second yard waste collection during the period 10/15-12/15 annually.

Section 3. Nothing in this Ordinance nor in the Second Addendum authorized herein shall be deemed to require the City to provide any services, nor deemed to cause the City to be in any agency relationship with a licensee nor in the business of or entering into waste hauling, nor subject the City to any liability for any such services, acts or omissions arising under the License Agreement or any extension or amendment thereof.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval by the Board and the Mayor.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES
PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON
WOODS, MISSOURI THIS 20th DAY OF NOVEMBER, 2018.

Laurance M. Howe, Mayor

ATTEST:

Kathy Mahany, City Clerk

APPROVED AS TO FORM:

Paul V. Rost, City Attorney

Exhibit A

**SECOND ADDENDUM TO
City of Warson Woods
RESIDENTIAL WASTE COLLECTION SERVICES LICENSE AGREEMENT
FOR JANUARY 1, 2019 TO DECEMBER 31, 2023
CONSISTING OF
SOLID WASTE, RECYCLING, AND YARD WASTE**

THIS SECOND ADDENDUM TO THE RESIDENTIAL WASTE COLLECTION SERVICES LICENSE AGREEMENT, (“2nd Addendum”) being entered into this 20th day of November, 2018, by and between **THE CITY OF WARSON WOODS**, a municipal corporation located in St. Louis County, Missouri (“City”) and **WASTE CONNECTIONS OF MISSOURI, INC.**, a corporation authorized to do business in the State of Missouri **formerly known as PROGRESSIVE WASTE SOLUTIONS OF MO, INC.**, (“Contractor”).

WHEREAS, the City and IESI MO Corporation (“IESI”) entered into an agreement with City of Warson Woods entitled “Residential Waste Collections Services, for July 1, 2012 to May 31, 2015 Consisting of Solid Waste, Recycling and Yard Waste License Agreement” dated May 15, 2012, with a three-year term, which is on file with the City Clerk and approved by Ordinance (“License Agreement”); and,

WHEREAS, on August 19, 2013, IESI MO Corporation changed its name to Progressive Waste Solutions of MO, Inc. (“Progressive”); and,

WHEREAS, on December 17, 2013, the City and Progressive entered into an Amendment and extension of the License Agreement (the “Amendment”), extending the term of the License Agreement to June 30, 2017; and,

WHEREAS, the Amendment also stated that the License Agreement may be extended for one additional term of up to five years; and,

WHEREAS, in 2017 the parties extended the License Agreement for an additional three (3) year term, through June 30, 2020 (the “1st Addendum”); and,

WHEREAS, in June of 2018 Progressive changed its name to Waste Connections of Missouri, Inc.; and,

WHEREAS, the Contractor and City now seek to amend the Agreement extend the License Agreement for an additional period ending December 31, 2023 and provide the rates for services during that period; and,

WHEREAS, in consideration of such extension of the License Agreement arrangement, the Contractor desires to have the parties adopt an updated pricing agreement for the term of the five-year extension;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License – Extended Term; Rates.** Pursuant to Section 1 of the License Agreement, as amended, the term of the License Agreement is hereby extended and, beginning January 1, 2019, shall continue through 11:59 P.M. on December 31, 2023 (the “Extension Term”). The cost of service charged by the Contractor for the Extension Term shall be the rates as provided in Exhibit 1, referred to as the “Waste Connections Proposal.” At the expiration of the Extension Term, the Agreement may be extended for one (1) additional term of up to three (3) years upon the mutual written agreement of the parties. Any terms of the Addendum in conflict with this 2nd Addendum shall be superseded by this 2nd Addendum.

2. **Price Quotation and Volume for Collection of Solid Waste, Yard Waste and Recyclables.** The parties agree that the charges to the residents for the Services shall be as set forth in the Pricing Schedule attached as Exhibit 1 to this 2nd Addendum and fully incorporated herein.

3. **Dates of Collection for Solid Waste, Yard Waste and Recyclables Remain Unchanged.** Days of Collection for all Solid Waste, Yard Waste and Recyclables shall remain the same as currently in effect and agreed to in the License Agreement, unless otherwise modified in writing with the agreement of the Warson Woods Board of Aldermen. All other services currently provided shall also remain unchanged.

4. **All Other Provisions Remain in Full Force.** The parties hereby reaffirm that all other provisions of the License Agreement shall remain in full force and effect through the Extension Term and shall be deemed incorporated herein and binding on the parties.

5. **No Waiver.** Nothing in this 2nd Addendum shall be deemed to waive any rights of City with regard to enforcement of the terms of the License Agreement or any performance thereunder either prior to or subsequent to this Addendum.

6. **License Agreement.** The License Agreement together with the Amendment and this Addendum represents the entire agreement among the parties and the Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in the License Agreement, the Amendment and this 2nd Addendum.

Exhibit 1

Pricing Schedule

January 1, 2019 – December 31, 2023

Collection of Solid Waste, Yard Waste, and Recyclables

1. Base Service: Includes once-weekly pick-up at the curb of every Residential Dwelling Unit of Solid Waste, Yard waste, and Recyclables on a collection schedule (excluding Mondays and Fridays) approved by the City Director, in addition to a **twice weekly collection of Yard Waste** from the period of **October 15th through December 15th**, Large Household Item pick-up upon request at no additional charge, a 95-gallon Solid Waste container (for residents selecting curbside trash collection option), replacement of damaged Solid Waste and Recycling containers upon request, and providing recycling containers to new residents upon request.

Cost of Service per Residential Dwelling Unit/per Month – Base Service -- Once Weekly at Curb

2019	\$21.72
2020	\$22.16
2021	\$22.61
2022	\$23.07
2023	\$23.54

2. Optional Services – in addition to the Base Service described above, each Customer has three (3) options to add on additional services for additional charges:

A. Twice Weekly at Curb – such option is identical to the Base Service except that Solid Waste shall be picked up twice weekly.

Cost of Service per Residential Dwelling Unit/per Month – Option 2A

2019	\$30.18
2020	\$30.79
2021	\$31.41
2022	\$32.04
2023	\$32.68

B. Once Weekly Solid Waste Backdoor* Collection – such option is identical to the Base Service except that no Solid Waste cart shall be provided but rather the Customer shall have their Solid Waste picked up from the rear or adjacent to the garage.

Cost of Service per Residential Dwelling Unit/per Month – Option 2B

2019	\$27.39
2020	\$27.94
2021	\$28.50
2022	\$29.07
2023	\$29.66

* Residents selecting the backdoor/rear yard trash collection option are not eligible to receive a trash cart.

C. Twice Weekly Solid Waste Backdoor* Collection – such option is identical to the Base Service except that Solid Waste shall be picked up twice weekly and no Solid Waste cart shall be provided but rather the Customer shall have their Solid Waste picked up from the rear or adjacent to the garage.

Cost of Service per Residential Dwelling Unit/per Month – Option 2C

2019	\$37.28
2020	\$38.03
2021	\$38.79
2022	\$39.57
2023	\$40.37

3. All recycling and yard waste services will be collected curbside.
4. Customers shall not have a limit on the volume of Solid Waste, Yard waste, or Recyclables.

* Residents selecting the backdoor/rear yard trash collection option are not eligible to receive a trash cart.