

BILL NO. 1763
INTRODUCED BY: Alderman Newman

ORDINANCE NO. 1701

**AN ORDINANCE OF THE CITY OF WARSON WOODS,
MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE
AND EXECUTE A THIRD ADDENDUM TO RESIDENTIAL
WASTE COLLECTION SERVICES LICENSE AGREEMENT BY
AND BETWEEN THE CITY OF WARSON WOODS AND WASTE
CONNECTIONS OF MISSOURI, INC.**

WHEREAS, the City and IESI MO Corporation (“IESI”) entered into an agreement 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 “First Addendum”); and

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

WHEREAS, on November 20, 2018, the Contractor and City entered into a Second Addendum to Residential Waste Collection Services License Agreement (the “Second Addendum”) to extend the License Agreement for an additional period of five (5) years ending December 31, 2023; and

WHEREAS, the Parties desire to further extend the term of the License Agreement amend, clarify, and restate portions the Agreement as further described therein;

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

SECTION 1. That the form, terms, and provisions of the Third Addendum to Residential Waste Collection Services License Agreement attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein (the “Third Addendum”), by and between the City of Warson Woods, Missouri, and Waste Connections of Missouri, Inc., be and they hereby are approved, and

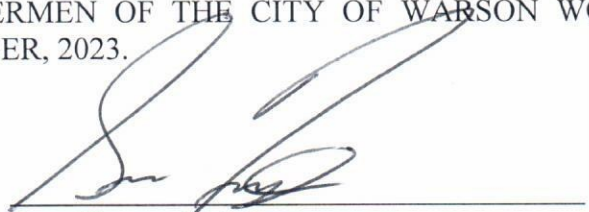
the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such Third Addendum in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Third Addendum and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Third Addendum and this Ordinance.

SECTION 2. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

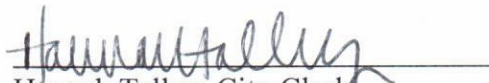
SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

THIS BILL PASSED AFTER HAVING BEEN READ IN FULL TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF WARSON WOODS, MISSOURI, THIS 21ST DAY OF NOVEMBER, 2023.




Sean Fitzgerald, Mayor

ATTEST:



Hannah Talley, City Clerk

APPROVED AS TO FORM:



Drew Weber, City Attorney

Exhibit A
**THIRD ADDENDUM TO RESIDENTIAL WASTE COLLECTION SERVICES
LICENSE AGREEMENT**

This Third Addendum to Residential Waste Collection Services License Agreement (the "Third Addendum") is entered into and made effective as of January 1, 2024 (the "Third Addendum Effective Date"), by and between the **City of Warson Woods, Missouri**, a municipal corporation located in St. Louis County, Missouri ("City") and **Waste Connections of Missouri, Inc.**, a Missouri corporation ("Contractor"). The City and Contractor shall be sometimes referred to collectively as the "Parties."

RECITALS:

WHEREAS, the City and IESI MO Corporation ("IESI") entered into an agreement 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

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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 "First Addendum"); and

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

WHEREAS, on November 20, 2018, the Contractor and City entered into a Second Addendum to Residential Waste Collection Services License Agreement (the "Second Addendum") to extend the License Agreement for an additional period of five (5) years ending December 31, 2023; and

WHEREAS, the Parties desire to further extend the term of the License Agreement amend, clarify, and restate portions the Agreement as further described herein.

AGREEMENT:

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

1. Term. As of the Third Addendum Effective Date, the parties agree that the term of the Agreement shall be extended for a period of five (5) years, commencing on January 1, 2024 and ending on December 31, 2028.

2. Amendments.

- a. As of the Third Addendum Effective Date, the Pricing Schedule attached to the Second Addendum shall be amended by deleting the “Cost of Service per Residential Dwelling Unit/per Month – Base Service – Once Weekly at Curb” chart in its entirety and replacing it with the chart shown on **Exhibit A**, attached to this Third Addendum and incorporated by reference herein.
- b. As of the Third Addendum Effective Date, the Pricing Schedule attached to the Second Addendum shall be amended by deleting the charts under Section 2 with the chart shown on **Exhibit B**, attached to this Third Addendum and incorporated by reference herein.

3. Reaffirmation. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Third Addendum. Collectively, the License Agreement, the Amendment, the First Addendum, the Second Addendum, and this Third Addendum are referred to herein as the “Agreement.”

4. Entire Agreement. The Agreement, as amended by this Third Addendum, represents the entire agreement among the Parties with respect to the matters that are the subject hereof

5. Counterparts; Facsimile Signatures. This Third Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Third Addendum between the parties hereto, and it shall not be necessary for the proof of this Third Addendum that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Third Addendum as of the Third Addendum Effective Date.

THE CITY OF WARSON WOODS, MISSOURI

By: _____
Name: _____
Title: _____
Date: _____

WASTE CONNECTIONS OF MISSOURI, INC.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Cost of required services per residential dwelling* unit per month (standard monthly fee)

	Trash Service	Recycling	Yard Waste	Total
Year 1: January 1, 2024	\$31.54	Included	Included	\$31.54
Year 2: January 1, 2025	\$33.12	Included	Included	\$33.12
Year 3: January 1, 2026	\$34.77	Included	Included	\$34.77
Year 4: January 1, 2027	\$36.51	Included	Included	\$36.51
Year 5: January 1, 2028	\$38.33	Included	Included	\$38.33

*Collection services shall be accomplished by fully automated collection vehicles. Contractor shall each provide each residential dwelling a 95-gallon cart for Trash Service and a 65-gallon cart for Recycling.

**Contractor shall provide special pickup of large household items, bulky waste and white goods for each residential dwelling. Residential dwellings must call Contractor and request such services – limited to two (2) bulky items per service request.

Exhibit B

	Trash 2x per week. Optional	Backdoor 1x per week optional	Backdoor 2x per week optional	Cart Rental
Year 1: January 1, 2024	\$42.68	\$42.68	\$50.37	\$8.00
Year 2: January 1, 2025	\$45.67	\$45.67	\$53.90	\$9.00
Year 3: January 1, 2026	\$48.87	\$48.87	\$57.67	\$10.00
Year 4: January 1, 2027	\$52.29	\$52.29	\$61.71	\$11.00
Year 5: January 1, 2028	\$55.95	\$55.95	\$66.03	\$12.00