



MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Steve Cross, Co-Interim City Administrator
Joe Vujnich, Co-Interim City Administrator / Director of Planning and Parks
Rick C. Brown, Director of Public Works / City Engineer

Date: April 4, 2019

Re: Ordinance Authorizing an Amendment to Solid Waste License Agreement Extension

Background

As you know, as previously approved by the City Council, Meridian Waste Services transitioned our recycling program from single-stream to dual-stream recycling effective April 1st. With this change, residents were provided an additional recycling contain to allow the sorting of materials into to dual-streams: rigids and fiber. If residents want to recycle glass, they can utilize one of the drop-off locations that have been provided. With this change, residents will see an increase of \$0.50/month for basic trash service.

In order to establish the terms, conditions and requirements of the new recycling program, an amendment to Meridian Waste's license agreement extension has been prepared by City Attorney John Young.

Recommendation

It is recommended that the City execute an amendment to our existing solid waste license agreement extension with Meridian Waste Services.

Reasons for Recommendation

- Execution of the agreement amendment is recommended to establish the terms, conditions and requirements of the new dual-stream recycling program with Meridian Waste Services.

Therefore, Bill # 2461, which authorizes the Mayor to execute the agreement amendment has been prepared for the consideration of the City Council.

Steve Cross, Joe Vujnich or Rick Brown will be available for any questions or comments at the April 8th, 2019, City Council Work Session.

RCB

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE AN AMENDMENT TO THE EXCLUSIVE SOLID WASTE LICENSE AGREEMENT EXTENSION ON BEHALF OF THE CITY OF WILDWOOD WITH HERE TO SERVE – MISSOURI WASTE DIVISION, LLC d/b/a MERIDIAN WASTE SERVICES, LLC FOR THE COLLECTION OF RESIDENTIAL WASTE

WHEREAS, City and Contractor entered into an eight-year term of the License Agreement with the City dated October 22, 2007, a copy of which is on file in the Office of the City Clerk, and incorporated by reference herein (the "Meridian License Agreement"); and

WHEREAS, City and Contractor entered into a Solid Waste License Agreement Extension on the 17th day of March, 2015, a copy of which is on file in the Office of the City Clerk and incorporated by reference herein (the "License Agreement Extension") that extended the Meridian License Agreement for a term expiring on November 30, 2018; and

WHEREAS, pursuant to paragraph 5 of the License Agreement Extension, the "The City shall have the option of extending the Meridian License Agreement for up to three additional years..."; and

WHEREAS, consistent with paragraph 5 of the License Agreement Extension, at their meeting on November 13, 2018, the City Council authorized the extension of the Meridian License Agreement, as amended by the License Agreement Extension, for a term to expire on August 1, 2019, and provided notice to Meridian of such extension; and

WHEREAS, City and Contractor wish to amend the provisions of the License Agreement Extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:

Section One. That the form, terms, and provisions of the amendment to Solid Waste License Agreement Extension by and between the City of Wildwood, Missouri, and Contractor, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and are hereby approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. That the Mayor is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

Section Three.

Nothing in this Ordinance nor in the execution of the License Agreement Extension 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 thereof.

Section Four. Savings. Nothing contained herein 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, unless expressly set forth herein.

Section Four. Severability. 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 City Council 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 Five. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2019, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

Presiding Officer

James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

AMENDMENT TO SOLID WASTE LICENSE AGREEMENT EXTENSION

THIS AMENDMENT TO SOLID WASTE LICENSE AGREEMENT EXTENSION, (the "Amended License Agreement Extension") being entered into this _____ day of April, 2019, by and between THE CITY OF WILDWOOD, a municipal corporation located in St. Louis County, Missouri, ("City") and HERE TO SERVE -- MISSOURI WASTE DIVISION, LLC d/b/a MERIDIAN WASTE SERVICES, a Missouri limited liability company ("Contractor").

WHEREAS, City and Contractor entered into an eight-year term of the License Agreement with the City dated October 22, 2007, a copy of which is on file in the Office of the City Clerk, and incorporated by reference herein (the "Meridian License Agreement"); and

WHEREAS, City and Contractor entered into a Solid Waste License Agreement Extension on the 17th day of March, 2015, a copy of which is on file in the Office of the City Clerk and incorporated by reference herein (the "License Agreement Extension") that extended the Meridian License Agreement for a term expiring on November 30, 2018; and

WHEREAS, pursuant to paragraph 5 of the License Agreement Extension, the "The City shall have the option of extending the Meridian License Agreement for up to three additional years..."; and

WHEREAS, consistent with paragraph 5 of the License Agreement Extension, at their meeting on November 13, 2018, the City Council authorized the extension of the Meridian License Agreement, as amended by the License Agreement Extension, for a term to expire on August 1, 2019, and provided notice to Meridian of such extension; and

WHEREAS, City and Contractor wish to amend the provisions of the License Agreement Extension.

NOW THEREFORE, in consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees that the License Agreement Extension shall be and is hereby amended as follows:

1. All capitalized but undefined terms contained herein shall have the meanings assigned to them in the Meridian License Agreement unless a different meaning is specifically provided for in this Amended License Agreement Extension.
2. That a new Section 4.1 of the License Agreement Extension be added, to read as follows:
 - 4.1 Notwithstanding any other provision of the Meridian License Agreement or this License Agreement Extension to the contrary, Pricing for the period beginning April 1, 2019 and ending August 1, 2019 shall be, as follows:
 - a. Basic Service with Dual Stream Recycling service will be \$17.20 per month

1) Dual Stream Recycling shall consist of every other week residential collection of Plastic products containing the #1, #2, #3, #5, and #7 recycle symbols, Aluminum and Tin, and steel cans and every other week collection of Paper products including corrugated boxes, newsprint, copy paper, and magazines, on alternating weeks.

b. Optional Collection of Yardwaste: \$10.30 per month

- 1) Year-round service unlimited
- 2) Month to month service: limit of 10 containers, bags or bundles not to exceed 60 lbs (\$2.00 per additional item)
- 3) Free Christmas Tree Collection to non-yardwaste customers January 1st. through February 28th, \$5.00 past February 28th.

c. Optional Provision of 96 Gallon Mobil Cart: \$2.75 Per Month.

d. Optional Collection of White Goods: \$ 15.00 Per Month

e. Emergency Collection of Solid Waste:

- 1) \$50.00 Per 3 Cubic Yard Container;
- 2) \$80.00 Per 8 Cubic Yard Container; and
- 3) \$250.00 Per 20 Cubic Yard Container

f. Discount of 15% applied to all Services for residents 65 years of age or older (either spouse, with proof of age provided)

g. Bulky Waste Pickup Service: no charge, except for construction materials.

h. Contractor warrants and affirms that Contractor acquired and delivered to certain residential customers in the City newly purchased 64-gallon containers for the change to dual-stream recycling provided for in this Section. It is agreed and acknowledged that City has, in a request for proposal for waste hauling services, requested proposals for residential waste hauling services that include the purchase of such containers by any subsequent service provider other than Contractor. The City shall not, under any circumstances, be liable to Contractor for any costs, expense or losses Contractor may incur as a result of the purchase or delivery of such containers or the sale of same to a third-party. The City agrees to require the successor contractor to acquire such containers, subject to the reasonable terms and conditions as may be required by Contractor and the successor contractor, which may include, but are not necessarily limited to, Contractor transferring free and clear title to such containers via a mutually agreeable Bill of Sale or similar instrument, along with accurate invoices proving the purchase dates of each container and matching serial numbers.

3. The License Agreement Extension, as modified herein, is hereby ratified and confirmed, and except for the modifications contained herein, all other terms and conditions of the License Agreement Extension shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amended License Agreement Extension to be executed by their respective officers or officials.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.]

SEAL

CITY OF WILDWOOD, MISSOURI

By: _____

James R. Bowlin

Mayor

STATE OF MISSOURI)
) ss.

COUNTY OF ST. LOUIS)

On this _____ day of _____, 2019, before me appeared JAMES R. BOWLIN, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF WILDWOOD, MISSOURI, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its City Council; and said James R. Bowlin acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Notary Public

My Commission Expires:

