



ORDINANCE NO. 256

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS, APPROVING WASTE / RECYCLE SERVICES FRANCHISE AGREEMENT AMENDMENT FIRST AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS WITH WASTE CONNECTIONS LONE STAR, INC.

WHEREAS, the City of Umland, Texas, desires to amend the Exclusive Franchise Agreement with Waste Connections Lone Star Inc. formerly known as Progressive Waste Solutions of TX. Inc, formerly known as IESI TX Corporation for the collection, hauling and disposal of municipal solid waste, construction and demolition waste and recyclable materials ("First Amendment to the Exclusive Franchise Agreement ") for a term to conclude June 30th, 2026; and

WHEREAS, the Texas Health and Safety Code and the City of Umland's Health and Sanitation Ordinance provides that the City may require use of solid waste and recycling services offered by a City franchise of its customer within the City and to charge fees for the services;

WHEREAS, the City prohibits solid waste collection by companies not franchised by the City and will impose a two hundred (\$200.00) per day penalty per customer for companies operating without a franchise agreement;

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

Section 1.0 All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part thereof, as if copied herein verbatim.

Section 2.0 The solid waste collection, disposal and recycling service contracted for by the City from Waste Connections Lone Star Inc. as memorialized in the Exclusive Franchise Agreement is hereby amended by the attached First Amendment to the Exclusive Franchise Agreement and

shall be used by all customers within the City and charged fees for the services required by the agreement.

Section 3.0 The city prohibits solid waste collection, disposal and recycling by companies not franchised by the City and will impose a two hundred (\$200.00) per day penalty per customer for companies operating with the city limits without a franchise agreement.

Section 4.0 The city of Umland, Texas, authorizes the Mayor to execute the First Amendment to the Exclusive Franchise Agreement with Waste Connections Lone Star Inc.


PASSED, APPROVED and ADOPTED by the City Council of the City of Umland, Texas this 2nd day of December, 2020, in the City of Umland.

Ayes 4 Nays 0 Abstain 1



Mayor

ATTEST:


Karen Gallaher, City Administrator

DEC 28 2020

15 N Old Spanish Trail
Umland, TX 78640

**FIRST AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE
COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE,
CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS FOR THE
CITY OF UHLAND, TEXAS**

This First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (the "First Amendment") is entered into this 2nd day of December, 2020, by and between Waste Connections Lone Star, Inc. formerly known as Progressive Waste Solutions of TX, Inc. formerly known as IESI TX Corporation (the "Service Provider") and the City of Umland, Texas (the "City").

RECITALS:

WHEREAS, the City and the Service Provider's predecessor-in-interest entered into that Agreement dated as of July 1, 2011 (the "Agreement") to provide for Garbage Collection, Hauling and Recycling or Disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as such terms are defined in the Agreement); and

WHEREAS, the City has not given notice to terminate the Agreement and the current extended term of the Agreement commenced on July 1, 2016 and shall conclude on June 30, 2021; and

WHEREAS, the Service Provider has given notice on or about the 22nd day of September, 2020 of its intent to extend the current term of the agreement; and

WHEREAS, the City and the Service Provider mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, 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. Upon execution of this First Amendment, the first sentence of Section 13 shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence on July 1, 2011 and conclude on June 30, 2026."

2. Annual City Wide Curbside Clean-Up Event. Upon execution of this First Amendment, the first sentence of Section 7.B. of the Contract shall be deleted in its entirety and replaced with:

"Additionally, the Service Provider will provide up to eight (8) thirty-yard roll-off containers to collect Bulky Items and Bundles during the Annual City Wide Curbside Clean-Up Event."

3. Pre-Arranged Collections. Upon execution of this First Amendment, the first sentence of Section 8.A. of the Contract shall be deleted in its entirety and replaced with:

“The Service Provider will collect Bulky Items from Single-Family Residential Units once per week as part of the regular service described in Section 4.A; provided, that advance notice is given to Contractor at least 24 hours prior to the requested pickup, and the Bulky Items (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed four (4) cubic yards in total volume or have any individual item exceeding forty (40) pounds in weight. Notwithstanding the foregoing, Bulky Item pickups pursuant to this section shall be limited to twice per calendar year per Single Family Residential Unit.”

4. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

5. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

6. Counterparts; Facsimile Signatures. This First Amendment 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 First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment 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.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY OF PHILAND, TEXAS

By: *Vicente Hunter*
Title: Mayor
Date: December 2, 2020

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Title: _____
Date: _____

ATTEST

By: *Traci R. McSorley*
Title: City Secretary

ATTEST

By: _____
Title: _____

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CITY OF PHILAND, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

By: Vicente Hunter
Title: Mayor
Date: December 2, 2020

By: [Signature]
Title: District Manager
Date: 12/21/2020

ATTEST

ATTEST

By: Traci R. M. [Signature]
Title: City Secretary

By: [Signature]
Title: Asst. District Manager