

**AN ORDINANCE APPROVING A FIRST AMENDMENT TO MUNICIPAL SERVICES AGREEMENT BETWEEN WASTE MANAGEMENT OF MISSOURI, INC. AND THE CITY OF TWIN OAKS**

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WHEREAS, the City of Twin Oaks let public bids for a Refuse/Recycling Collection Service on or about April 8, 2014, and

WHEREAS, the Board determined that Waste Management of Missouri met all specifications and was the lowest and best bidder for this service; and

WHEREAS, the City and Waste Management of Missouri entered into a certain municipal services agreement dated May 21, 2014 for certain solid waste, recycling and lawn waste hauling services (the "Agreement");

WHEREAS, the Agreement is set to expire May 31, 2019 but the parties wish to extend it by amending the Agreement;

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

**Section 1.** The Board of Aldermen hereby approves the First Amendment to the Municipal Services Agreement as set forth in "Exhibit 1" attached hereto and incorporated herein by reference (the "First Amended Agreement").

**Section 2.** The Mayor is authorized to execute the First Amended Agreement on behalf of the City and to take such other actions on behalf of the City of Twin Oaks to ensure that the services continue per the Agreement as amended.

**Section 3.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>st</sup> DAY OF MAY 2019.

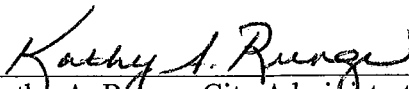
	<u>Yea</u>	<u>Nay</u>
Lisa Eisenhauer	X	
Tim Stoeckl	X	
April Milne	X	
Dennis Whitmore	X	



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

**Exhibit 1**



City of Twin Oaks, Missouri  
**FIRST AMENDMENT TO MUNICIPAL SERVICES AGREEMENT BETWEEN WASTE MANAGEMENT  
OF MISSOURI, INC. AND THE CITY OF TWIN OAKS**

**THIS AMENDED AGREEMENT**, made and effective as of May,   1   2019, by and between the **City of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as City, and **Waste Management of Missouri, Inc.**, with an office located at \_\_\_\_\_ hereinafter referred to as "Contractor."

**WHEREAS**, after the City put out a call for bids, the City and Contractor entered into a certain municipal services agreement dated May 21, 2014 for certain solid waste, recycling and lawn waste hauling services (the "Agreement");

**WHEREAS**, the Agreement is set to expire May 31, 2019;

**WHEREAS**, the parties wish to amend the Agreement to allow it to be extended for a period of five (5) years and to modify and the rates;

**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:

**I. PARTIES:** All references in the Agreement to the Village of Twin Oaks are hereby replaced with the City of Twin Oaks and the City of Twin Oaks is hereby substituted as a party to the Agreement.

**II. TERM OF AGREEMENT:** Section 2 of the Agreement is hereby amended by deleting the sentence in Section 2 in its entirety and replacing such with the following:

The initial term of the Agreement shall be from June 1, 2014 to May 31, 2019 and upon the expiration of the initial term shall hereby be extended for one, 5-year term commencing on June 1, 2019 and ending May 31, 2024 (the renewal period), subject to the right of either party to termination upon ninety (90) days written notice. The cost of service charged by Contractor for this renewal Contract period shall be as provided in Exhibit 1 attached hereto and incorporated into the Agreement, as amended, as if set forth in full herein. At the expiration of this renewal period or any subsequent renewal period, the Agreement may be extended for an additional term upon the mutual written agreement of the parties.

**III. ALL OTHER TERMS TO REMAIN IN EFFECT**

Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

**IV. COUNTERPARTS**

This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**WASTE MANAGEMENT OF MISSOURI, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED: \_\_\_\_\_

**CITY OF TWIN OAKS, MISSOURI**

By: \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit 1



**WASTE MANAGEMENT**

7320 Hall Street  
St. Louis, Mo. 63147  
(314-506-4743)

March 14, 2019

Village of Twin Oaks  
1381 Big Bend  
Twin Oaks, Mo. 63021  
Kathy Runge  
Village Administrator  
Re: Quote for extension to Waste Agreement

Dear Kathy,

Thank you and the Village for your business. It certainly has been my pleasure to work with you all these years.

Pursuant to our meeting earlier with you and the Mayor, I am proposing a five year extension to the current Waste Hauling agreement, which expires 5-31-2019.

We discussed adding two Village wide cleanups in our new Agreement with 3% escalators in each year.

The current rate we are billing is:

- \$11.20 per month per home for trash service.
- \$2.95 per month per home for weekly recycling service.
- \$6.45 per month per home for weekly yard waste service.

I am proposing the following rates:

- Year 1 \$11.50 per month for trash service.  
Year 2 \$11.80 per month.  
Year 3 \$12.15 per month.  
Year 4 \$12.50 per month.  
Year 5 \$12.85 per month.
- Year 1 \$3.05 per month for recycling.  
Year 2 \$3.15 per month.  
Year 3 \$3.25 per month.  
Year 4 \$3.35 per month.  
Year 5 \$3.45 per month.

- Year 1 \$6.65 per month for weekly yard waste service.
- Year 2 \$6.85 per month.
- Year 3 \$7.05 per month.
- Year 4 \$7.25 per month.
- Year 5 \$7.45 per month.

Total increase from \$20.60 per month currently to \$21.20 per month in year 1.

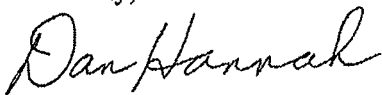
You will continue to be exempt from fuel, environmental and administrative fees.

We also will include two City-wide cleanups on dates mutually agreed upon at no charge.

All other items in our current Agreement will remain the same.

Thank you once again and please call me at 314-506-4743 if I can be of assistance.

Sincerely,



Dan Hannah  
Municipal Manager  
Waste Management of St. Louis