



WASTE CONNECTIONS  
OF TEXAS

January 30, 2020

Honorable Mayor and Members of Council  
City of Everman  
212 Race Street  
Everman, Texas 76140

Re: Contract Renewal Request:

Dear Honorable Mayor and Members of Council:

Waste Connections would like to take this opportunity to express our appreciation for your business. Waste Connections has been committed to giving the best service for your residents and commercial customers. As you know our current contract ends March 31, 2020. Please accept this letter as our request that this Contract be approved for renewal.

If you have any questions or need additional information, please feel free to contact me if you have any questions per this request.

Sincerely,

Norm Bulaich  
Municipal Manager  
Waste Connections, Inc  
817-999-2584

#### FOURTH AMENDMENT TO CONTRACT

This Fourth Amendment to the Contract (the "Fourth Amendment") is entered into this 1st day of January, 2020, by and between Waste Connections Lone Star, Inc. (the "Service Provider") and the City of Everman, Texas (the "City"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

#### RECITALS:

**WHEREAS**, the City and IESI TX Corporation ("IESI") entered into that Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Contract") to provide collection, hauling, and disposal services garbage and recycle collection throughout the City (as such terms are defined in the Agreement); and

**WHEREAS**, the City and IESI entered into that certain Amendment and Renewal Agreement dated November 10, 2009 (the "First Amendment");

**WHEREAS**, on June 20, 2012, IESI changed its name to Progressive Waste Solutions of TX, Inc.;

**WHEREAS**, on November 11, 2014, the Parties entered into a Second Amendment and Renewal Agreement (the "Second Amendment");

**WHEREAS**, the Parties then entered into that certain Third Amendment to Franchise Agreement dated 2015 (the "Third Amendment") (the Contract, First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Agreement");

**WHEREAS**, Progressive Waste Solutions of TX, Inc., did thereafter change its name to Waste Connections Lone Star, Inc.;

**WHEREAS**, the City and the Service Provider mutually desire to extend and amend the Contract 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 Fourth Amendment, Section 3 of the Agreement is hereby modified by renewing the Agreement for an additional five (5) year term beginning on April 1, 2020 and terminating March 31, 2025:
2. **Rates.** Beginning April 1, 2020, all prior or previous rate sheets shall be deleted and replaced with the Rate Sheet attached hereto to this Fourth Amendment.
3. **CPI-U Rate Adjustment.** Upon execution of this Fourth Amendment, Section 12 of the Agreement shall be deleted in its entirety and replaced with the following:

“Beginning on April 1, 2021, and thereafter annually on each April 1, the Service Provider shall have the right, in its sole discretion and upon giving sixty (60) days prior notice to the City, to increase or decrease the rates set forth in Section 11 hereto (the “Initial Rates”) in accordance with the CPI-U. As used herein, “CPI-U” shall mean the revised Consumer Price Index rate for All Urban Consumers, Garbage and Trash Collection Services, CUSR0000SEHG02) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor’s Bureau of Labor Statistics (the “Bureau”). The CPI-U used will be the index entitled “CPI-U ‘Dallas-Fort Worth, Texas area’” published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12.A. The amount of the increase or decrease under this Section 12.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period. Notwithstanding the foregoing, in no event shall the rate increases or decreases pursuant to this Section 12.A. be less than one percent (1%) or more than six percent (6%) for any given year.”

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

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

6. **Counterparts; Facsimile Signatures.** This Fourth 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 Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth 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 Fourth Amendment as of the date first written above.

CITY OF EVERMAN, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

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

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



**WASTE CONNECTIONS LONE STAR, INC.**  
 4001 Old Denton Rd, Haltom City, Texas 76117  
 Contact: Marty Grant; District Manager  
 Phone: (817) 222-2221

**EXHIBIT A**  
**City of Everman, TX**  
**RATE SHEET**

Effective: April 1st, 2020 BILLING

**RESIDENTIAL CURBSIDE COLLECTION: \$10.97** per month, per residential unit  
 Additional Cart: n/a per month, per residential unit per each additional Cart  
**RESIDENTIAL RECYCLING CURBSIDE COLLECTION: \$4.00** per month, per Single-Family Residential Unit  
 Additional Recycling Container: n/a per month, per residential unit per each additional Recycling Container  
 Senior Citizen Rate: \$9.96 per month, per residential unit

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lift
95 gallon Cart		24.87					28.20
2 Cubic Yd	62.39	101.39	115.68	175.46	204.08	245.66	37.92
3 Cubic Yd	71.50	119.56	155.96	201.46	245.80	324.92	53.07
4 Cubic Yd	88.41	149.53	202.75	269.04	303.86	378.20	60.66
6 Cubic Yd	107.89	202.75	263.85	300.24	386.01	466.60	68.24
8 Cubic Yd	133.89	243.05	336.61	392.52	466.59	595.24	71.28

**FRONT LOAD COMPACTOR RATES**

6 Cubic Yd							
8 Cubic Yd							

**FRONT LOAD RECYCLE RATES**

6 Cubic Yd	89.56	152.78	215.98				31.61
8 Cubic Yd	94.83	163.31	226.52				31.59

**other commercial front load fees**

Containers w/Casters	\$7.35	*Delivery and/or Removal Fee	\$57.95
Containers w/locks	\$7.35	Exchange Fee	\$79.02

\*Delivery or Removal fees are not charged during the initial start-up or termination of the agreement

**Temporary Front Load Rates**

per lift **DELIVERY DAILY RE DISPOSAL**

6 Cubic Yd	131.69	57.94	1.09	n/a			
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**ROLL OFF RATE SCHEDULE**

CONTAINER SIZE	HAUL	DELIVERY	DAILY RE	DISPOSAL
20 Cubic Yd	303.99	82.90	5.25	n/a
30 Cubic Yd	352.43	82.90	5.25	n/a
40 Cubic Yd	421.52	82.90	5.25	n/a

**ROLL OFF COMPACTOR RATE SCHEDULE**

**Franchise and Billing Fees:**

Residential: 10.0%  
 Commercial: 10.0%

\* All rates are inclusive of all franchise and billing fees

\* Rates do not include any Sales Tax

\* Rates do not include any Fuel Surcharges

### THIRD AMENDMENT TO FRANCHISE AGREEMENT

This Third Amendment and Renewal Agreement (the "Amendment") is dated the \_\_\_\_ day of \_\_\_\_\_, 2015 and is by and between the City of Everman, Texas (the "City") and Progressive Waste Solutions of TX, Inc., a Texas corporation (the "Service Provider" or "PWS") (collectively "the Parties" or "Party").

#### RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Franchise Agreement for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Contract");

WHEREAS, the City and IESI TX Corporation entered into an Amendment and Renewal Agreement dated November 10, 2009 (the "1<sup>st</sup> Amendment") (the Contract and the 1<sup>st</sup> Amendment are hereinafter collectively referred to as the "Agreement");

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, on November 11, 2014 the Parties entered into a Second Amendment and Renewal Agreement.

WHEREAS, the Agreement will expire on March 31, 2020;

WHEREAS, the Parties desire to amend the Agreement as more fully described herein;

#### AGREEMENT:

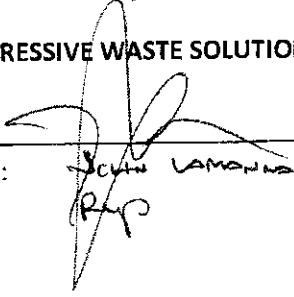
NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements set forth herein and in the Agreement, Customer and Service Provider hereby agree as follows:

- I. **Defined Terms.** Section 1 of the Agreement is hereby modified by adding the definition of Recycle Waste to mean any used or non-hazardous waste materials suitable for reuse and recycling. Recycle Waste does not include Hazardous Waste or Municipal Solid Waste.
- II. **Operations.** Section 4 is amended to include Recycle Waste for Residential Units in 65 gallon Carts Curbside.
- III. **Rates and Fees.** The rate sheet attached to the Second Amendment and Renewal Contract is amended to include a Recycle Waste fee at \$4.00 per Residential Unit. The Parties are permitted to mutually agree upon reasonable increases during the Term of this Agreement.
- IV. **Reaffirmation.** The Parties hereto restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.


V. **Counterparts; Facsimile Signatures.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Third Amendment between the Parties hereto, and it shall not be necessary for the proof of this Third 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 Third Amendment as of the date first written above.

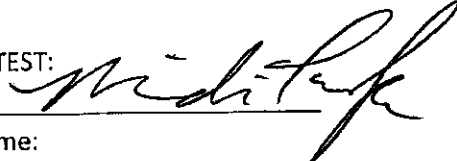
PROGRESSIVE WASTE SOLUTIONS OF TX, INC.

BY:   
Name: John Lamanna  
Title: VP

CITY OF EVERMAN, TEXAS

BY:   
Name: \_\_\_\_\_  
Title

ATTEST:

BY:   
Name: \_\_\_\_\_  
Title: City Secretary

## SECOND AMENDMENT AND RENEWAL AGREEMENT

This Second Amendment and Renewal Agreement (the "Amendment") is dated the 11<sup>th</sup> day of November, 2014 and is by and between the City of Everman, Texas (the "City") and Progressive Waste Solutions of TX, Inc., a Texas corporation (the "Service Provider").

### RECITALS:

WHEREAS, the City and IESI TX Corporation entered into a Franchise Agreement for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Contract");

WHEREAS, the City and IESI TX Corporation entered into an Amendment and Renewal Agreement dated November 10, 2009 (the "1<sup>st</sup> Amendment") (the Contract and the 1<sup>st</sup> Amendment are hereinafter collectively referred to as the "Agreement");

WHEREAS, on June 20, 2012, IESI TX Corporation changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, the Agreement will expire on March 31, 2015;

WHEREAS, the parties desire to amend, renew, and extend the Agreement as more fully described herein;

### AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements set forth herein and in the Agreement, Customer and Service Provider hereby agree as follows:

I. Term. Section 3 of the Agreement is hereby modified by renewing the Agreement for an additional five (5) year term beginning on April 1, 2015 and terminating on March 31, 2020.

II. Rates and Fees. The rate sheet attached to the 1<sup>st</sup> Amendment as Attachment 1 is hereby deleted in its entirety and replaced with the rate sheet attached hereto as Exhibit A. The new rates on Exhibit A shall become effective on November 1, 2014.

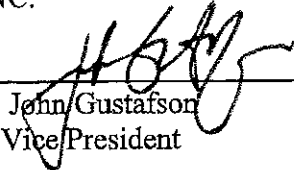
III. Franchise Grant. Section 2 of the Agreement is hereby amended by adding the following sentence to the end of it: "To alleviate any confusion, the Service Provider shall have the exclusive right to provide the collection of recyclable materials within the City. In the event that the City desires the collection of recyclable materials from Commercial, Residential or Industrial Units, the Service Provider and City shall mutually agree upon pricing and equipment for the collection of such recyclable materials."

III. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.


IV. Counterparts; Facsimile Signatures. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Second Amendment between the parties hereto, and it shall not be necessary for the proof of this Second 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 Amendment as of the date first written above.

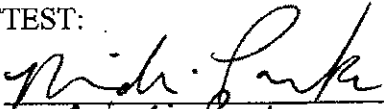
PROGRESSIVE WASTE SOLUTIONS OF  
TX, INC.

By:   
Name: John Gustafson  
Title: Vice President

CITY OF EVERMAN, TEXAS

By:   
Name: RAY RICHARDSON  
Title: Mayor

ATTEST:

By:   
Name: Mirdi Parks  
Title: City Secretary



## AMENDMENT AND RENEWAL AGREEMENT

This Amendment and Renewal Agreement (the "Amendment") is dated the 10<sup>th</sup> day of November, 2009 and is by and between the City of Everman, Texas (the "City") and IESI TX Corporation, a Texas corporation (the "Service Provider").

### RECITALS:

WHEREAS, the City and Service Provider entered into a Franchise Agreement for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Agreement");

WHEREAS, the Agreement will expire on March 31, 2010;

WHEREAS, the parties desire to amend, renew, and extend the Agreement as more fully described herein;

### AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, mutual promises, and agreements set forth herein and in the Agreement, Customer and IESI hereby agree as follows:

I. Term. Section 3 of the Agreement is hereby modified by renewing the Agreement for an additional five (5) year term beginning on April 1, 2010 and terminating on March 31, 2015.

II. Rates and Fees. The rate sheet attached to the Agreement is hereby deleted in its entirety and replaced with the rate sheet attached hereto as Attachment 1. The new rates on Attachment 1 shall become effective on April 1, 2010.

III. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.

IV. Counterparts; Facsimile Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this 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 Amendment as of the date first written above.

IESI TX CORPORATION

By: [Signature]  
Name: John [Signature]  
Title: VICE PRESIDENT

CITY OF Everman, Texas

By: [Signature]  
Name: Jim Stephenson  
Title: Mayor

ATTEST:

By: TATIANA WOLF  
Name: Tatiana Wolf  
Title: City Secretary