

ORDINANCE NO: 0634-24-ORD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS SETTING FORTH THE SECOND AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING AGREEMENT AND THE FIRST AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING AGREEMENT; PROVIDING FOR SEVERABILITY; AN EFFECTIVE DATE; AND ACCEPTANCE BY COMMUNITY WASTE DISPOSAL, L.P.

WHEREAS, Community Waste Disposal, L.P. (“**Contractor**”) and the Denton County Fresh Water Supply District No. 1-A (“**Master District**”) previously entered into a certain Solid Waste Collection and Disposal and Recyclable Material Collection and Processing Agreement (the “**Agreement**”), effective April 7, 2017, establishing the terms and conditions related to the collection and transportation of residential (on an exclusive basis) and commercial (on a non-exclusive basis) garbage and trash and recyclable materials over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the then existing Denton County Fresh Water Supply Districts No.’s 1-A through 1-H (the “**Districts**”); and

WHEREAS, the Contractor and the Master District amended the Agreement (the “**First Amendment**”), dated November 1, 2021, to amend the provisions related to the term, rates and remuneration, and polycarts; and

WHEREAS, on November 15, 2021, the land contained within the Districts was annexed by Lewisville, and the Districts were simultaneously dissolved, including the Master District; and

WHEREAS, immediately following the dissolution of the Districts, the City of Lewisville assumed, in accordance with state law, the Districts’ obligations, assets and duties, including the Agreement and First Amendment; and

WHEREAS, the City of Lewisville and Contractor agree to amend the terms of the Agreement and First Amendment, as more specifically provided herein; and

WHEREAS, the provisions set forth in this ordinance represent the amended terms of the Agreement and First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS and in consideration of the mutual benefits and obligations set forth in this Agreement, the City of Lewisville and Contractor agree as follows:

SECTION 1. Recitals. The recitals are incorporated into this Second Amendment and are true and correct for all purposes.

SECTION 2. Definitions. The terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 3. Amendment to Agreement and First Amendment. Section 3, Term; Termination of Prior Existing Agreement, is hereby amended as by deleting the verbiage in both the Agreement and First Amendment in its entirety and replacing it with the following verbiage:

The term of this Contract shall continue until January 31, 2025.

SECTION 4. Rate Adjustment. Pursuant to Section 5, Modification to Rates, subsection 5.1 of the Agreement, Lewisville and Contractor agree that the monthly rates for residential trash and recycling collection shall be as shown on Exhibit 1, attached hereto and incorporated as if fully set forth herein, effective April 3, 2024. Despite anything to the contrary in the Agreement or First Amendment, no further rate modifications or adjustments will be considered for the remaining term of this Contract.

SECTION 5. Effect on Agreement and First Amendment; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement and First Amendment shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement or the First Amendment, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 6. Amendments. This Second Amendment may be amended or modified only by the mutual agreement of the parties. Such amendment or modification must be in writing and executed by an authorized representative of the parties.

SECTION 7. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement or First Amendment, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 8. Effective Date. This Second Amendment shall become effective as required by law.

SECTION 9. Acceptance by Contractor. In order to accept this Second Amendment, Contractor must file with the City Secretary its written acceptance of this ordinance within ten (10) days after its final passage and approval by City.

DULY PASSED AND APPROVED ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF 6 TO 0 ON THIS THE 22nd DAY OF JANUARY, 2024.

DULY PASSED AND APPROVED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON SECOND READING ON THIS THE ____ DAY OF _____, 2024.

APPROVED:

TJ Gilmore, MAYOR

ATTEST:

Thomas Harris III, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

DULY PASSED AND APPROVED ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF 6 TO 0 ON THIS THE 22ND DAY OF JANUARY, 2024.

DULY PASSED AND APPROVED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON SECOND READING ON THIS THE _____ DAY OF _____, 2024.

APPROVED:



TJ Gilmore, MAYOR

ATTEST:

Thomas Harris III, CITY SECRETARY

APPROVED AS TO FORM:



Lizbeth Plaster, CITY ATTORNEY

ACCEPTANCE

WHEREAS, the City Council of the City of Lewisville, Texas did on the _____ day of _____, 2024 enact an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS SETTING FORTH THE SECOND AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING AGREEMENT AND THE FIRST AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLABLE MATERIAL COLLECTION AND PROCESSING AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, said Ordinance was on the _____ day of _____, 2024 duly approved by the Mayor of said City and the seal of said City was thereto affixed and attested by the City Secretary;

NOW, THEREFORE, in compliance with the terms of said Ordinance as enacted, approved and attested, Community Waste Disposal, L.P., hereby accepts said Ordinance and filed its written acceptance with the City Secretary of the City of Lewisville, Texas.

Dated this _____ day of _____, 2024.

COMMUNITY WASTE DISPOSAL, L.P.

By: _____

Name: _____

Title: _____

Acceptance filed in the office of the office of the City Secretary of Lewisville, Texas as of the _____ day of _____, 2024.

Thomas Harris III, CITY SECRETARY

EXHIBIT 1**RESIDENTIAL TRASH AND RECYCLING COLLECTION RATES:**

Service	Container	Rate Per Month
Twice per week trash collection	96-gallon cart	21.95
Additional residential trash cart (per cart)	96-gallon cart	8.26
Once a week recycling collection	96-gallon cart	6.10
Additional residential recycling cart (per cart)	96-gallon cart	8.26
Replacement of missing/stolen cart (1-time charge)	96-gallon cart	75.00