

Introduced by: City Manager Irvin

AN ORDINANCE AMENDING THE REFUSE COLLECTION AGREEMENT IN ORDINANCE #4406; BY AND BETWEEN (ALLIED) REPUBLIC SERVICES AND THE CITY OF BERKELEY MISSOURI

WHEREAS, the COVID-19 pandemic has forced many changes in everyday lives; one is the shift from the workplace to the home; thereby increasing residential trash volumes. Now more than ever, employees are asked to work remotely from their homes, generating a “new” high volume of residential waste and recycling; and

WHEREAS, specifically, for the City of Berkeley; trash and recycling volumes has increased by 11% since March 2020; thereby causing a residential waste rate increase to Berkeley residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

Section 1. Proposed Rate Increase

Contracted price increase of \$0.99/per resident/per month will be implemented, effective October 1, 2020 billing date.

Section 2. This Ordinance shall become effective immediately upon its passage.

1st Reading this _____ day of _____ 2020

2nd Reading this _____ day of _____ 2020

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2020

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as To Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



REPORT TO CITY COUNCIL

TO: The Honorable Mayor and Members of the City Council
FROM: Debra M. Irvin, City Manager
DATE: July 14, 2020
SUBJECT: Increase Costs in Waste Services

We have investigated the Subject item, above, and present the following as our findings:

BACKGROUND

Due to the unprecedented impact of COVID-19, more people are home during the day, generating an increased volume of residential waste. Our residential waste an increased 11% from the normal pickup; leading to additional trips, fuel, labor and equipment. Thereby generate a rate increase. See attached letter from Republic Waste – “Exhibit A”

SUPPORTING DOCUMENTS

Ord. 4406: Refuse Collection Agreement - “Exhibit B”

COMPENSATION FOR 10/1/2017 THROUGH 9/30/2022:

Base Service

One (1) day per week trash, yard waste and recycle serviced curbside. Recycle serviced in existing 65 gallon containers, Solid Waste will be serviced in 95 gallon containers existing, seniors will receive a 48 gallon container to replace any existing container they might currently have.

Term	Rate	Senior 30%
Year 1 (10/1/17 to 9/30/18)	\$21.67	\$15.17
Year 2 (10/1/18 to 9/30/19)	\$22.43	\$15.70
Year 3 (10/1/19 to 9/30/20)	\$23.22	\$16.25
Year 4 (10/1/20 to 9/30/21)	\$24.04	\$16.82
Year 5 (10/1/21 to 9/30/22)	\$24.89	\$17.41

Optional Service Level:

	Rate:
Backdoor Collection	\$16.00
Additional Solid waste Pick up	\$16.00
Additional Container Rental	\$3.00

BUDGET

No Impact

RECOMMENDATION

Approval of rate increase of 0.99 cents per month.



12976 Saint Charles Rock Road Bridgeton. MO 63044
o:636.947.5959 f: 314.739.4911 republicservices.com

July 14, 2020

Ms. Debra Irvin
City of Berkeley City Manager
8425 Airport Rd.
Berkeley, MO 63134

Dear Ms. Irvin,

Thank you for your time on Monday, July 13, 2020, regarding the topic of the increased solid waste volumes we are experiencing in conjunction with the current pandemic.

As we discussed, within the past three years, the solid waste industry has seen unprecedented global disruptions: China exiting the global recycle commodity market and now Covid-19. These unprecedented events have impacted our foundational basis with our current contracts, requiring attention to remain durable.

The Covid-19 pandemic has forced many to change the way things are done. Based on national trends, this shift to home has increased residential volumes in many cases by 30%. Now more than ever, men and women are asked to work remotely from their home, purchase more items from online sources and have more meals at home. Forecasters suggest that this trend will continue into future months as restaurants are only seating up to 50% of their capacity and uncertainty remains on the resumption of classes at our primary and secondary schools.

Specifically, for the City of Berkeley, your trash and recycling volumes have increased by 11% since the beginning of March.

As the pandemic continues and trash and recycle volumes at the curb remain at elevated levels, our business impacts are:

- Residential trucks are reaching capacity faster and more often, leading to increased trips to our disposal site
- Increase in our labor and maintenance costs from additional hours and/or equipment needed to maintain full-service levels
- Increased disposal and processing costs for trash/recycle material
- Increased PPE and sanitation services to keep our front-line employees safe:
 - Masks, sanitizer, gloves, wipes
 - Daily cleaning of our entire business unit
 - Deep cleansing of our front-line locker rooms/restrooms
 - Sterilizing our fleet of 230+ trucks.

As a partner, we hope you can see the impact this is having. On October 1, 2020, our contracted price increase of \$0.82 will be implemented. Due to the unprecedented impacts of Covid-19, we are asking for consideration to have an additional \$0.17 added to the contracted price increase. Therefore, on October 1, 2020, residents would incur a price increase of \$.99/resident/month.

Our commitment to serving the City through our five R's is unwavering: Respectful; responsible; reliable; resourceful; relentless. We are proud to be your hauler and appreciate your partnership.

Sincerely

A handwritten signature in cursive script that reads "Joell Aguirre".

Joell Aguirre
Manager Municipal Sales

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED FIRST AMENDMENT AND EXTENSION OF REFUSE COLLECTION AGREEMENT WITH ALLIED WASTE SERVICES LLC FOR RESIDENTIAL SOLID WASTE COLLECTIONS

Now, Therefore, Be it ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1: The Mayor is hereby authorized to enter into and execute the attached first amendment and extension of refuse collection contract with Allied Waste Services LLC, d/b/a Republic Services for residential solid waste, recyclables, yard waste, and bulk collections, for a period of five (5) years (Oct 2017-Sept 2022).

Section 2: The attached contract is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3: This Ordinance shall be in full force and effect from and after its passage.

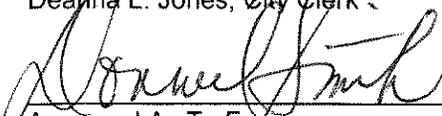
1st Reading this 17th day of July 2017

2nd Reading this 21st day of August 2017

3rd Reading, PASSED and APPROVED, this 21st day of August 2017


Theodore Hoskins, Mayor

ATTEST:


Deanna L. Jones, City Clerk

Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Hoskins	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Kirkland	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Mathison	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilman-at-Large McDaniel	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Mitchell	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Williams	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>

FIRST AMENDMENT AND EXTENSION OF REFUSE COLLECTION CONTRACT

WHEREAS, in August, 2012, pursuant to the authority of Ordinance No. 4067, the City of Berkeley, Missouri ("**BERKELEY**" or "**the City**"), and **Allied Services LLC, d/b/a Republic Services** entered into a Refuse Collection Contract ("**2012 Contract**") comprised of the following documents ("**Contract Documents**") attached hereto and incorporated herein by reference:

1. Exhibit A, a nine page document entitled "*City of Berkeley Refuse Collection Contract 2012/2017*", the original of which was duly executed by the parties.

WHEREAS, for and in consideration of the sums to be paid as hereinafter provided and the mutual covenants and promises hereinafter set forth and/or referenced herein, the adequacy and sufficiency of which consideration is hereby acknowledged by both **Parties**, it is hereby agreed by and between **Berkeley** and **Allied Services LLC, d/b/a/ Republic Services** as follows:

1. 2012 Contract Ratification. The **Parties** acknowledge and agree that they are parties to and bound by the **2012 Contract**.

Contract Extension. The expiration date for the **2012 Contract and the First Amendment** shall be extended as follows:

- a. All rates and levels of service in force as of October 1, 2017, and specified, below, shall be extended and continued through September 30, 2022.
- b. Subject to the modifications hereinafter set forth, the term of the **2012 Contract and First Amendment** shall be extended to September 30, 2022.
- c. CONTRACTOR will pay CITY on an annual basis, \$5,000.00 towards an annual CITY Calendar.
- d. The Contract may be further extended or otherwise
 - i. amended by mutual consent of the parties in writing from time to time.

2. Current Services and Fees. The **Parties** agree and confirm that the level of general service to be provided by **Allied Services LLC, d/b/a Republic Services** and the fees to be charged for such services, are as follows:

Containers. Throughout the service period each residential household shall be provided with one (1) 65 or 95 gallon container to be used exclusively for recycling and one (1) 65 or 95 gallon container (customer's choice) for solid waste materials. Allied will also provide a 48 gallon container for seniors and permanently disabled that qualify for the program, (62 years old and head of the household, they must utilize the 48 gallon container). All containers shall be owned and maintained in good condition by **Allied Services LLC, d/b/a Republic Services** and provided to customers at no cost on the initial delivery, changes thereafter will incur a \$15 delivery charge. Delivery of the new 48 gallon containers (For Seniors Only) will be set up between the hauler and resident after the new amendment is past.

CURRENT SERVICES:

Base Service Level:	Rate:
Solid Waste, Yard waste & Recycle Curbside Includes a 65 gallon cart for recycle and a 95 gallon cart for solid waste.	\$21.46
Senior rate (62 and older Head of Household)	\$19.32

Optional Service Level:	Rate:
Backdoor Collection	\$16.00
Additional Solid waste Pick up	\$16.00
Additional Container Rental	\$3.00

SCHEDULED PICK UP DAYS:

Wednesday: Yard waste will be service for the entire City

Thursday: Regular trash and recycle pick up for all homes North of Airport Road.

Friday: Regular trash and recycle pick up for all homes South of Airport Road.

White Goods: Pick up on Tuesday or Friday for the entire City, by appointment only. Residents must call in and schedule by Wednesday.

COMPENSATION FOR 10/1/2017 THROUGH 9/30/2022:

Base Service

One (1) day per week trash, yard waste and recycle serviced curbside. Recycle serviced in existing 65 gallon containers, Solid Waste will be serviced in 95 gallon containers existing, seniors will receive a 48 gallon container to replace any existing container they might currently have.

Term		Rate	Senior 30%
Year 1	(10/1/17 to 9/30/18)	\$21.67	\$15.17
Year 2	(10/1/18 to 9/30/19)	\$22.43	\$15.70
Year 3	(10/1/19 to 9/30/20)	\$23.22	\$16.25
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Year 5	(10/1/21 to 9/30/22)	\$24.89	\$17.41

Optional Service Level:

	Rate:
Backdoor Collection	\$16.00
Additional Solid waste Pick up	\$16.00
Additional Container Rental	\$3.00

These services will not incur an annual increase for the term of this agreement.

SCHEDULED PICK UP DAYS:

Wednesday: Yard waste will be service for the entire City

Thursday: Regular trash and recycle pick up for all homes North of Airport Road.

Friday: Regular trash and recycle pick up for all homes South of Airport Road.

White Goods: Pick up on Tuesday or Friday for the entire City, by appointment only. Residents must call in and schedule by Wednesday.

3. Temporary Service and Billing Suspension. Throughout the term of this contract, any residential customer whose residence will be vacant for one month or more may notify **Allied Services LLC, d/b/a Republic Services** to suspend all services during the period of such vacancy and **Allied Services LLC, d/b/a Republic Services** will thereafter suspend service and billing during each full month of continued vacancy until notified by customer to resume service.

4. Contact Information. Since the services provided under this contract are critical public health matters, it is extremely important that **Berkeley** personnel be able to contact responsible representatives of **Allied Services LLC, d/b/a Republic**

Services at any and all times. The following initial contact information is provided for that purpose:

Municipal Manager
Tony Lamantia
12976 St Charles Rock Road
Bridgeton, MO 63044
Landline: (314) 744-8132
Cell (314) 568-2488
tlamantia@republicservices.com

In the event of any change in the name, address, e-mail address or telephone numbers of the responsible representative **Allied Services LLC, d/b/a Republic Services** will notify **Berkeley** within three (3) days.

5. Employment Verification. **Allied Services LLC, d/b/a Republic Services** will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

6. Performance Bond. In accord with Article III, section 3.1 of the **2012 Contract, Allied Services LLC, d/b/a Republic Services** will provide to **Berkeley** a performance bond, issued by sureties satisfactory to **Berkeley** in its sole discretion, to assure the faithful and complete performance of **Allied Services LLC, d/b/a Republic Services** obligations, the amount of which bond shall be calculated and determined annually in accord with Article III, Section 3.1 of the *Specifications* portion of the **2012 Contract** attached hereto as Exhibit B. The performance bond assuring **Allied Services LLC, d/b/a Republic Services** performance shall be filed with **Berkeley's** City Clerk not later than October 1, 2017, and not later than October 31 each year thereafter.

7. Interpretation of Documents. In the event of any conflict between the terms of this Amendment and Extension and any other **Contract Documents** the provisions of this Amendment and Extension shall prevail and govern the conduct, rights and obligations of the **Parties**. All terms, conditions and provisions of all of the **Contract Documents** shall be as construed, interpreted and applied as to effectuate the provisions of this Amendment and Extension.

8. Notifications. Any notice or notification required to be given by one party to the other shall be by certified U S Mail or bonded carrier addressed and delivered as follows:

9. **Insurance** - Indemnification and Insurance. The Contractor shall indemnify, protect and hold harmless the City against the loss, cost, claims, demands or damage arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the agents and employees of each party, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Contractor, its agents, servants or employees during the Contractor's performance or omissions under this agreement. The Contractor shall provide a certificate of insurance which shall, at a minimum, be at least \$3,000,000 combined single limit coverage and shall cover all employees and vehicles used in the work covered by this agreement. In addition, the contractor shall carry appropriate Worker's Compensation Insurance in such amount as is prescribed by Missouri State Statutes and shall provide such other coverage as set forth in the contract which is part of these specifications. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City of Berkeley and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

10.

The City of Berkeley:

Ms. Deanna Jones,
City Clerk,
City of Berkeley
8425 Airport Rd
Berkeley, MO 63134

With a copies to:

Donnell Smith
City Attorney
6101 Delmar Blvd
STE A
St Louis, MO 63112

To Allied:

Municipal Manager
Tony Lamantia
12976 St Charles Rock Road
Bridgeton, MO 63044

Any change in the designation of notice recipient(s) for either party shall be in writing and delivered to the other party and shall not be effective until after such delivery.

17. Venue. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court.

18. Effective Date. This Amendment and Extension shall be effective on and as of that date upon which the Berkeley City Council approves the agreement and authorizes execution thereof on behalf of the **City**.

