

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE REFUSE COLLECTION CONTRACT WITH ALLIED SERVICES, LLC DBA REPUBLIC SERVICES OF BRIDGETON

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

Section 1. The City Manager is hereby authorized to enter into and execute a fourth amendment to the refuse collection contract with Allied Services, LLC dba Republic Services of Bridgeton.

Section 2. The agreement will be attached and 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 _____ day of _____ 2022

2nd Reading this _____ day of _____ 2022

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2022

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

FOURTH AMENDMENT TO THE REFUSE COLLECTION CONTRACT

This Fourth Amendment to Refuse Collection Contract (this “Amendment”) is dated effective the 1st day of January 2023 (the “Effective Date”), between **Allied Services, LLC dba Republic Services of Bridgeton** ("Hauler") and **City of Berkeley** ("City") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, Hauler and City are parties to Refuse Collection Contract dated August 20, 2012, as may be previously amended vide Amendments dated 22nd August 2017, 1st October 2020 and 1st October, 2022 (hereinafter collectively referred to as "Contract") to provide certain services in accordance with the Contract;

AND WHEREAS, the Parties now desire to amend the bulk service of the Contract which shall take effect from January 1, 2023.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Section 4.1, Page 7:** This section is hereby revised to read as follows:

City of Berkeley						
10/1/22-9/30/27						
Financial Information						
	Year 1	Year 1 (weekly bulk)	Year 2	Year 3	Year 4	Year 5
	10/1/22- 9/30/23	1/1/23- 9/30/23	10/1/23- 9/30/24	10/1/24- 9/30/25	10/1/25- 9/30/26	10/1/26- 9/30/27
Mandatory trash, recycle and yard waste collection: pricing per month	\$25.51	\$25.77	\$26.67	\$27.61	\$28.57	\$29.57
Senior Rates and Permanently Disabled: 50% discount per month	\$12.76	\$12.89	\$13.34	\$13.80	\$14.29	\$14.79

City of Berkeley
10/1/22-9/30/27
Service Description
Trash: Mandatory service 1x/week. Service includes 1, 65-gallon or 95-gallon trash cart at no charge upon enrollment. Material limited to cart only.
Recycle: Mandatory service 1x/week. Service includes 1, 65-gallon or 95-gallon recycle cart at no charge upon enrollment. Material limited to cart only.
Yard waste: Mandatory service 1x/week, all year long. Material is unlimited as long as contained in acceptable containers: paper, biodegradable bags; personal containers marked with red "x" up to 32- gallon in size; leased container from Republic Services; bundles tied with string/twine; maximum weight of any container 60 lbs.
Senior Residents aged 62 years and older: 50% discount and upon enrollment, a 48-gallon trash and recycle cart will be available at no charge.
Permanently Disabled: 50% discount. City to communicate eligible residents to Contractor for invoicing.
Bulk: Two bulk items will be collected at no charge once per week. Current service day is Thursday. Bulk items must be scheduled with Customer Service prior to service day.
Appliance: 1x/month. Appliance collection is included with service as long as scheduled prior to service day.
Additional cart leases: Additional trash, recycle and yard waste carts are available to lease at \$5/month. Delivery and removal fees will be incurred upon request.
Billing: Individually billed on a quarterly basis.
Storm debris, non-yard waste: Choice of 20, 30 or 40-yard roll off container: \$100/haul and \$30/ton
Storm debris, yard waste: Choice of 20, 30 or 40-yard roll off container: \$450/haul

2. Except as specifically provided in this Amendment, each and every provision of the Contract, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed these presents for the purposes herein contained the day and year stated below:

**Allied Services, LLC dba Republic Services of
Bridgeton**

City of Berkeley

By:

By:

Name:

Name:

Title:

Title: