

**PUBLIC WORKS MEMORANDUM
#3-2023**

DATE: Jan. 9, 2023
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *hmg*
FROM: Kent Kisselman, PE - Director of Public Works *FKK*
SUBJECT: CR-12 – 2023 Landfill Services Contract

PURPOSE

To consider CR-12, a resolution approving an addendum to add 2023 landfill services to the City's current contract with Allied Waste/Republic Services.

BACKGROUND

The cities of Northglenn and Thornton have partnered on competitive bids for landfill services for the last 10 years. This strategy has led to favorable pricing and efficiency for both cities. In 2019, the cities signed their current contract with Allied Waste Systems, which operates landfills in Commerce City and Golden. The agreement is for an initial two-year period (2019 and 2020), with the option of one-year renewals through 2029. The cities paid \$14.56 per ton and \$30 per mattress or box spring for 2022.

For 2023, the rates have increased to \$17.12 per ton and \$34 per mattress or box spring due to State fees and inflation based on the Denver-Boulder-Greeley Consumer Price Index inflation rate.

BUDGET/ TIME IMPLICATIONS

Funds are allocated in the 2023 Sanitation Fund.

STAFF RECOMMENDATION

Attached is CR-12, a resolution that, if approved, would authorize the Mayor to execute a contract addendum between the City and Allied Waste/Republic Services for 2023 landfill services in an amount not to exceed \$250,000. Staff recommends approval of CR-12.

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, Director of Public Works, at 303.450.4005, kkisselman@northglenn.org.

ATTACHMENT

1. Colorado Department of Public Health & Environment (CDPHE) Memorandum

CR-12 – 2023 Landfill Services Contract
2023 Landfill Services Contract Addendum



MEMORANDUM

To: All Operating Front Range Solid Waste Disposal Sites and Facilities
 From: David Snapp, Solid Waste and Materials Management Program (303-726-6836)
 Date: August 19, 2022
 Subject: Solid Waste User Fee Increase Notice - Front Range Waste Diversion Fee

Please note that, as a result of [Senate Bill 19-192 Front Range Waste Diversion Enterprise Grant Program](#), beginning on January 1, 2023, landfills in Colorado’s Front Range Counties must increase the Front Range Waste Diversion Fee on select solid wastes accepted at your facilities. The Front Range Waste Diversion Fee collected at Front Range landfills will increase from forty-five cents (\$0.45) per cubic yard per load to sixty cents (\$0.60) per cubic yard per load on January 1, 2023. Beginning in 2024, the fee will be adjusted annually for inflation. This fee change is defined in statute in § 25-16-104.5(3.9)(c), C.R.S. The other solid waste user fees that existed prior to this new bill will remain at the same current rate.

The fee is applicable to wastes received from commercial vehicles at solid waste sites and facilities in the Front Range, which are defined in the bill as Adams, Arapahoe, Boulder, Douglas, Elbert, El Paso, Jefferson, Larimer, Pueblo, Teller, and Weld and The Cities and Counties of Broomfield and Denver. The fee is also to be assessed on waste originating from the Front Range, but transported for disposal to facilities in Custer, Fremont, Morgan, or Otero Counties.

Also, note that certain solid wastes are exempt from the fee if separated out from the rest of the load, including asbestos-containing material, asbestos waste, friable asbestos-containing material as that term is defined in section 25-7-502(6), friable asbestos, nonfriable asbestos waste, regulated asbestos-contaminated soil, nonregulated asbestos-contaminated soil, pathological waste, pharmaceutical waste, ash, biohazardous waste, infectious waste as that term is defined in section 25-15-402(1)(a), medical waste, exploration and production waste as that term is defined in section 30-20-109(1.5)(a)(I), technologically enhanced naturally occurring radioactive material as that term is defined in section 25-11-201(1)(f), grit and sludge, automobile shredder residue, dead animals, special waste liquids, or contaminated soils.

The 2023 rates for non-exempt waste received at, or from, Front Range Counties are shown in the table below.

Table 1. Matrix of Solid Waste User Fee Components by Waste Volume Reporting Type

Fee/Fund	Car*	Truck*	Cubic Yard	Ton* (MSW)	Ton* (Soil)	Gallon* (1,000G)
Solid waste program	\$0.04	\$0.09	\$0.13	\$0.43	\$0.10	\$0.65
Hazardous substance response fund	\$0.02	\$0.03	\$0.05	\$0.17	\$0.04	\$0.25
Department of Law	\$0.01	\$0.02	\$0.03	\$0.10	\$0.02	\$0.15
Recycling resources economic opportunity program	\$0.02**	\$0.04**	\$0.14	\$0.47	\$0.11	\$0.70
Front range waste diversion fee	N/A	N/A	\$0.60	\$2.00	N/A	N/A
Total Solid Waste User Fee	\$0.09	\$0.18	\$0.95	\$3.17	\$0.27	\$1.75

* Waste volume types converted to cubic yards using the conversion factors found in Section 1.7.4 of the Regulations

** Rates for non-commercial vehicle types as specified in § 25-16-104.5(3.9)(a), C.R.S.



SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-12
Series of 2023

Series of 2023

A RESOLUTION APPROVING ADDENDUM NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ALLIED WASTE/REPUBLIC SERVICES FOR CALENDAR YEAR 2023 LANDFILL SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Addendum No. 5 to the Professional Services Agreement between the City of Northglenn and Allied Waste/Republic Services, attached hereto, in an amount not to exceed \$250,000.00 for landfill services for calendar year 2023 is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #5 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIFTH ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20____, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and Allied Waste/Republic Services (hereinafter referred to as "Contractor").

RECITALS:

A. On December 16, 2019 the City and Contractor entered into an Agreement for Professional Services for Landfill Services (the "Agreement").

B. On November 23, 2020 the parties agreed through Addendum #1 to increase the contract amount by \$25,000 for fiscal year 2020.

C. On November 23, 2020 the parties agreed through Addendum #2 to extend the contract term by one year, commencing on January 1, 2021 and terminating on December 31, 2021. Addendum #2 also increased the pricing in Exhibit B from \$13.70/ton to \$14.56/ton. Section IV, item G was revised to replace the Denver Boulder Greeley CPI with the current Denver Aurora Lakewood CPI as published by the Bureau of Labor Statistics.

D. On November 8, 2021 the parties agreed through Addendum #3 to increase the contract amount by \$50,000 for the fiscal year 2021.

E. On December 6, 2021 the parties agreed through Addendum #4 to extend the contract term by one year, commencing on January 1, 2022 and terminating on December 31, 2022. Addendum #4 also increased the pricing in Exhibit B from \$14.56/ton to \$15.62/ton.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, professional Landfill Services as needed in the manner provided in the Agreement.

1. The Term of Services in the Agreement is hereby extended for one year commencing on January 1, 2023 and terminating on December 31, 2023.

2. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

A. Section IV, item A is hereby amended such that Compensation shall not exceed two hundred fifty thousand dollars (\$250,000) for work described in Exhibit A of the original contract. Payment shall be made in accordance with the amended schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and Addendums #1 through this #5 constitute all the agreements between the City and the Contractor.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe to the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Meredith Leighty _____
Print Name
Mayor _____
Title Date


ATTEST:

Johanna Small, City Clerk

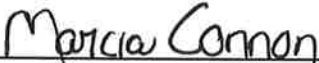
APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By:  _____
C M 12/20/22
Title Date

ATTEST:

 _____
Administrative Assistant 12/20/22
Title Date

**REVISED EXHIBIT B
SCHEDULE OF CHARGES**

Effective January 1, 2023

Primary Service Provider

Per ton pricing on 100% of Thornton's and Northglenn's combined refuse

Price per ton for all loads including all applicable taxes and charges	\$ 17.12...../ton
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Per ton pricing on 100% of Thornton's refuse

Price per ton for all loads including all applicable taxes and charges	\$ 17.12...../ton
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Per ton pricing on 100% of Northglenn's refuse

Price per ton for all loads including all applicable taxes and charges	\$ 17.12...../ton
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Price for mattress and/or box spring (foundation box): \$ 34.00

Service Provider reserves the right to pass through any rate adjustments required by the CDPHE/HSRF Fee (State Fee) based upon future increases. The current Fee is \$3.17/ton and is included in the prices listed above.