



Date: December 9, 2020  
To: Weber County Board of County Commissioners  
From: Sean Wilkinson, AICP *sw*  
Director, Community Development Department  
Subject: **Request for approval of the Third Amendment to the Landfill Operating and Management Agreement made by and between Weber County and Moulding & Sons Landfill, LLC**  
Agenda Date: December 15, 2020  
Documents: Exhibit A: Agreement (Third Amendment)

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**Summary:**

The Weber County Solid Waste Division is requesting approval of the Third Amendment to the Landfill Operating and Management Agreement made by and between Weber County and Moulding & Sons Landfill, LLC. This request is in conjunction with a fee ordinance amendment for the purpose of raising the general waste tipping fee and establishing a separate fee for tires with a rim diameter greater than 24.5 inches at the Weber County Construction and Demolition Landfill. The general waste tipping fee will be raised from \$16 to \$18 per ton. The fee for tires with a rim diameter greater than 24.5 inches will be \$25 per ton.

The current Landfill Operating and Management Agreement allows the landfill manager (Moulding and Sons Landfill, LLC) and Weber County to negotiate a fee increase every five years. Weber County currently receives \$1.50 per ton back from the landfill on a monthly basis. With the fee increase reflected in this third amendment, Weber County will receive \$2.50 per ton. The new fees will be implemented in January 2021.

## Exhibit A

### **THIRD AMENDMENT TO THE LANDFILL OPERATING AND MANAGEMENT AGREEMENT MADE BY AND BETWEEN WEBER COUNTY AND MOULDING & SONS LANDFILL, LLC**

This third amendment to the Landfill Operating and Management Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and made effective the 1<sup>st</sup> day of January, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (“County”), and Moulding & Sons Landfill, LLC (“Manager”), a Utah limited liability company.

#### **RECITALS**

**WHEREAS**, County has not increased fees at the construction and demolition landfill operated by Manager since the landfill opened in 2008; and

**WHEREAS**, Section 4.1 of the Second Amendment to the Agreement allows Manager and County to negotiate a fee increase every five years; and

**WHEREAS**, Manager and County have agreed to increase the waste disposal fee from \$16.00 per ton to \$18.00 per ton; and

**WHEREAS**, Manager’s monthly payment to County will increase from \$1.50 per ton to \$2.50 per ton;

**NOW, THEREFORE**, the underlying Agreement and First and Second Amendments thereto shall be amended as follows:

#### **Section 4.1 is hereby amended to read:**

Manager shall pay County on a monthly basis Two Dollars and Fifty Cents (\$2.50) for each ton (or the equivalent thereof) of solid waste accepted at the Landfill, with an increase to be negotiated every five (5) years between Manager and County or, if Manager and County are unable to agree on such increase, said payment shall be increased by an amount equal to the percentage increase, if any, in the applicable consumer price index published by the United States government since the last such increase.

#### **Exhibit “A” is hereby amended to read:**

The disposal fee for all C&D material will be charged at \$18.00 per ton except for tires with a rim diameter greater than 24.5 inches.

The disposal fee for tires with a rim diameter greater than 24.5 inches will be charged at \$25.00 per ton.

