

Memo: Renewal of City Carton Contract

To: AJ Johnson- City Administration

From: Laura Liegois – Solid Waste Manager

June 1, 2009

City Carton Company, Inc has been a partner with the City of Muscatine since the Muscatine Recycling Center and Transfer Station opened for operations. The current contract ends on June 30, 2009, the attached renewed contract will begin on July 1, 2009 and continue until June 30, 2014.

The partnership between the City of Muscatine and City Carton Company Inc. has been a good working relationship that has allowed the city to provide services to not only our residents, but to the entire Muscatine County area. The contract for renewal continues with the same pay rate for commodities and services provided by both parties. City Carton Company Inc. has been instrumental in assisting with the Refuse Collection and Recycling Committee over the past year in review, development, and implementation of programs.

If you have any questions in regards to the contract presented for renewal between the City of Muscatine and City Carton Company Inc., please let me know.

Recycling Program Agreement

THIS AGREEMENT made and entered into this 4th day of June, 2009 by and between City Carton Company Inc. (CCC), 3 East Benton Street, Iowa City, Iowa 52240 and the City of Muscatine, Iowa (City), 215 Sycamore Street Muscatine, Iowa 52761.

WHEREAS, City desires to provide a recycling program for the City of Muscatine and Muscatine at the Solid Waste Transfer Station and Recycling Facility located Muscatine, Iowa (Recycling Facility) and would like to continue the working partnership with CCC in the recycling operations that have been in place since 1995.

WHEREAS, the City and CCC have reached agreement as to the terms and condition of such contractual recycling services.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follow:

1. CCC agrees to operate the public drop-off program at the Recycling Facility at Muscatine, Iowa including the processing necessary to meet market specifications, the marketing of all recyclables on site and handling all recyclables delivered to the site with CCC furnishing the equipment for processing and material handling of the recyclable operations. CCC further agrees to furnish all equipment and supplies needed to operate an onsite office in the Recycling Facility. CCC shall remove the recyclables on a regular basis so as not to accumulate large quantities in the assigned area at the Recycling Facility.
2. CCC and City agree the payment by CCC to the City for providing recyclable materials and the facility to process those recyclables shall be as follows:

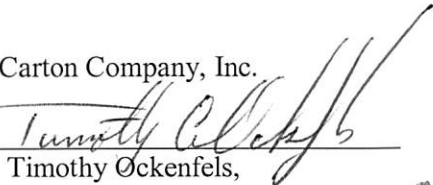
CCC provides all the labor and equipment to operate the Recycling Center. In return for use of the 10,000 sq. ft. recycling area, CCC will compensate the City for the material processed in the following manner:

- The City drop off site containers are weighed when delivered to the Recycling Center and the City is paid \$10.00 per ton for all recyclables on the trailer. This allows the driver to weigh once and return the trailer to the drop site. There is no driver's time spent weighing each grade separately. This materials is listed as "Mix Loose Delivered" or "R" by the drop off site location it was pulled.
- There is a \$5.00 per ton fee paid to the City for all material baled by CCC at the Recycling Center. This is listed as "X Baled Loose" or "XMTBL". This fee is paid for all loose material processed whether it is material dropped off or material brought in from CCC Customers.
- Loose clean corrugated cardboard brought in bulk (bulk refers to loads over 500 pounds, CCC has a 500 pound minimum for purchasing material) is tracked as "Old Corrugated Loose Delivered" or "OCLD". For this material the City is paid 50% of the Official Board Market Mill pricing determined monthly. Bulk refers to loads over 500 pounds per commodity grade. CCC has a 500 pound minimum for purchasing this material.
- Unsorted Office Paper (USOLD) delivered in bulk is paid at scale price determined each month.

3. The term of this agreement begins on July1, 2009 and continuing through June 30, 2014.
4. CCC agrees that it will operate the drop- off facility daily, which is Monday – Friday of each week, except City recognized holidays, during the term of this Agreement.
5. CCC agrees to provide the City with a certificate of insurance with coverage and qualifications in compliance with the provisions of the Request for Proposal above identified and a copy of which is hereto attached.
6. CCC and City agree that should either party default in its performance of this agreement, each shall be liable to the other for any costs incurred by the default, including by not limited to securing alternate contractual recycling services, reasonable attorney's fees and cost which might be incurred b y reason thereof.
7. City represents that it has not contracted with any other party concerning the contractual recycling services as above provided and the CCC has the exclusive rights to perform this agreement.
8. The representative for CCC is Tim Ockenfels, Regional Plant Manager of the Southern Division and the representative for the City is Laura Liegois, Solid Waste Manager. CCC and the City agree to notify the other in writing of any change in the designation of its representative.
9. CCC shall comply with all federal, state, and local environmental, zoning, health, safety, building, refuse, and litter regulations.
10. CCC shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, fires, and acts of God.
11. CCC agrees to indemnify and hold harmless the City, its employees, agents and city council from all liability arising from the services performed by CCC and its employees or agents, including court costs, attorney's fees, costs of defense, settlement, and any judgment rendered.
12. Time is of the essence of each provision in the Agreement and this document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

In WITNESS WHEREOF the parties have executed this Agreement in duplicate on the date first written.

City Carton Company, Inc.


By: 
Timothy Ockenfels,
Regional Plant Manager of the
Southern Division

City of Muscatine, Iowa

By: 
Richard W. O'Brien, Mayor



Attest:


A.J. Johnson, City Clerk