
Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 7

10:05 a.m. Amy Beatty (5 min)

RE: Recycling Agreement

Staff Contact:

Le Sueur County Environmental Services

Mailing Address:

88 South Park Avenue
Le Center, MN 56057
Direct Dial (507) 357-8538

Physical Address:

515 South Maple Avenue
Le Center, MN 56057
Fax (507) 357-8541

Date: Friday, December 26, 2014

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County and City of Le Center Recycling Agreement

Since 2001, the City of Le Center has operated a recycling facility open to all county residents. The county has funded the recycling facility with SCORE¹ funding.

Change to the 2015 agreement:

1. The term of the agreement – January 1, 2015 to December 31, 2015.

It is my recommendation that the Le Sueur County Board of Commissioners to make a motion to sign this agreement between Le Sueur County and the City of Le Center for the city to operate a county-wide recycling facility.

¹ In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. SCORE is part of Minnesota's Waste Management Act and provides counties with a funding source to develop waste reduction, recycling and solid waste management programs. Ambitious goals for recycling and waste reduction were set for Minnesota counties and have typically been met, if not exceeded.

RECYCLING SERVICES AGREEMENT
BETWEEN CITY OF LE CENTER AND LE SUEUR COUNTY

THIS AGREEMENT is between the City of Le Center and Le Sueur County, through their respective City Council and Board of Commissioners, (hereinafter singly referred to as "Party" or jointly referred to as "Parties").

WHEREAS, Le Sueur County desires to create a mechanism whereby residents of the county may use a county-wide recycling facility; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability for recycling by the City of Le Center operating a county-wide recycling facility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Le Center and Le Sueur County hereby agree as follows:

1. PURPOSE

This Agreement is to provide recycling and waste reduction services to the residents of Le Sueur County. The City of Le Center has agreed to receive the recyclable materials brought to the recycling center located at the city garage, 112 S. Lexington Avenue, Le Center, by any resident of Le Sueur County.

2. TERM

This Agreement shall commence on **January 1, 2015, and terminate on December 31, 2015**, unless terminated earlier as provided herein.

3. FACILITIES AND EQUIPMENT

The City agrees to receive recyclable materials at its recycling drop site at 112 S. Lexington Avenue, Le Center. The City has entered into a contract with a waste management company to provide recycling service. In this contract, the company will provide containers and will remove the recyclable materials on a set schedule. These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.

The City of Le Center shall provide, at its own expense, such machinery and equipment as may be necessary to receive these recyclable materials.

4. RECYCLABLE MATERIAL

The following recyclable materials will be received at this recycling drop site at no charge to residents of Le Sueur County:

- a. Corrugated Cardboard. These are corrugated cardboard materials used primarily for packaging. Materials to be accepted must be 100% true corrugated, not coated with wax, plastics, or food contaminants or contain no chipboard.
- b. Aluminum, Tin/Steel, and Bi-Metal Food and Beverage Cans. These are containers fabricated primarily of aluminum, bi-metal, and tin-plated steel and commonly used for beverages and canned food products. Cans shall be rinsed and be reasonably clean. The following types of metals shall not be accepted aerosol cans, sheet metal, or scrap metal.
- c. Plastics, Numbers 1 through 7. Plastic containers must have a neck or pourable content. Containers shall be rinsed with all caps and lids removed. The following items shall not be accepted margarine tubs, ice cream buckets, food trays, and 5 gallon plastic pails.
- d. Glass Food and Beverage Containers. Clear, green, blue, and amber glass. These shall include containers fabricated of glass and used for packaging and bottling of various foods and beverages. Containers shall be rinsed with the caps removed. The following types of

Comment [a]: Change from 2014
to 2015

glass shall not be accepted window glass, mirrors, light bulbs, ceramics, and glass jars or bottles that contained hazardous materials.

- e. Mixed Paper. This included newspaper, magazines, catalogs, direct mail advertisements, brochures, booklets, office paper, hard and soft cover books, phone books, manila office folders, computer paper, envelopes, letters, and boxboard (cookie, cake, cereal, and chip boxes). The following items shall not be accepted beer/pop carrying cases, egg cartons, milk cartons, frozen food boxes, foil, plastic wrap, and carbon paper.

It is understood that recyclable materials will be accepted "commingled." Commingled recyclable materials shall be aluminum, bi-metal, steel/tin food and beverage containers, glass food and beverage containers, and numbers 1 through 7 plastic containers received together and handled as one commodity.

Recycled materials may be added to or deleted from the list by written request of the parties or as required by law.

5. FACILITY OPERATIONS

- a. Hours for operation of the recycling drop site are as follows: Each Saturday from 7:00 am to 12:00 pm. On the event a state or federal holiday falls on a Saturday, the recycling drop site is not required to be open to the public.
- b. The City of Le Center agrees to have at least one employee on site at all times during operational hours to assist county residents with recycling questions and sorting of recyclables.

6. PAYMENT

Le Sueur County shall pay the City of Le Center in the amount of **\$1,950.00 per month** for the term of the agreement. This payment will cover the costs for labor, recycling services, insurance, and miscellaneous costs.

7. PERMITS AND LICENSES

The City of Le Center shall be responsible for all applicable state and county permits and licenses required to operate the facility.

8. RECORDS

Each Party shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each Party shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

9. AUDIT/ACCESS TO FACILITY

Each Party shall allow the other Party and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each Party agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

Comment [a]: Same cost per month or increase?

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each Party.

12. TERMINATION

Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other Party. Termination shall not act to discharge any liability incurred by any Party before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement.

13. CONTACTS

The individuals designated as contact persons for this agreement for each party shall be:

Chris Collins
City of Le Center
10 West Tyrone Street
Le Center, MN 56057
Ph: 507-357-4450
Email: collinschrisl@yahoo.com

Amy Beatty
Le Sueur County Environmental Services
88 South Park Avenue
Le Center, MN 56057
Ph: 507-357-8203
Email: abeatty@co.le-sueur.mn.us

14. LIABILITY/INDEMNIFICATION AMONG THE PARTIES

- a. General Indemnification. The Parties agree that each Party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each Party shall defend, indemnify and hold harmless the other Party for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Indemnification for Benefit of Parties. The indemnification provisions of this Section 14 are for the benefit of the Parties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental

liability.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

CITY OF LE CENTER

COUNTY OF LE SUEUR

Mayor, City of Le Center

Chair, Le Sueur County Board of Commissioners

Date

Date

Approved as to form:

Approved as to form:

City of Le Center Attorney's Office

Le Sueur County Attorney's Office

Date

Date

City of Le Center Recycling Facility

Year	Co-Mingled (tons)	Paper/Cardboard (tons)	Cost Per Month	Yearly Cost	
2001	53.785	126.57	\$ 1,000.00	\$ 7,000.00	1st year of county-wide operation
2002	51.4	150.01	\$ 1,033.00	\$ 12,396.00	
2003	58.47	153.89	\$ 1,056.00	\$ 12,672.00	
2004	62.67	168.18	\$ 1,073.00	\$ 12,876.00	
2005	58.95	162.3	\$ 1,110.56	\$ 13,326.72	
2006	69.44	160.31	\$ 1,149.43	\$ 13,793.16	
2007	75.82	163.48	\$ 1,500.00	\$ 18,000.00	
2008	77.19	153.12	\$ 1,564.50	\$ 18,774.00	
2009	80.88	137.08	\$ 1,581.71	\$ 18,980.52	
2010	84.42	141.83	\$ 1,950.00	\$ 23,400.00	
2011	78.92	132.93	\$ 1,950.00	\$ 23,400.00	
2012	86.28	139.32	\$ 1,950.00	\$ 23,400.00	
2013	90.38	137.77	\$ 1,950.00	\$ 23,400.00	
Total	928.605	1926.79		\$ 221,418.40	

*Will receive the 2014 recycling tonnages when the city submits its license application.

Monthly payment adjusted annually by an amount equal to the percentage increase from the previous 12 month period by the Consumer Price Index. In 2006, the city asked for the 2007 monthly payment to be \$1500 + Consumer Price Index increase to cover the costs to operate.

The City of Le Center is responsible for all applicable permits and insurance.