

CITY OF LODI

Solid Waste and Recycling Collection Contract

1. Introduction. This Contract is made this 21st day of September, 2017, by and between the City of Lodi, Wisconsin, party of the first part, hereinafter referred to as "CITY", and Columbia County, Wisconsin, party of the second part, hereinafter referred to as "COUNTY".

2. Engagement of County. The CITY hereby agrees to engage the COUNTY and the COUNTY hereby agrees to perform recycling and solid waste collection services requested by the CITY. Neither the terms of this Contract nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is entitled to be or shall be construed as being a third party beneficiary of this Contract unless specified by name herein or in an amendment hereto. The COUNTY is an independent contractor and nothing contained in this Contract shall be deemed or interpreted to constitute the COUNTY as a partner, agent or employee of the CITY, nor shall either party have any authority to bind the other.

3. Intent. It is the intent of this Contract to obtain through its term timely and efficient collection and disposal or processing of Refuse and Recyclables from the properties in the CITY. The intent of this Contract is also to build on the former contract to provide for more services.

For the purposes of this Contract, definitions of certain items shall be listed below. Other terms shall be defined with their commonly accepted definitions.

4. Definitions.

4.1 "Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food wastes, paper, rags, sweepings, pottery-ware, metallic-ware, glassware, plastic containers not included as recyclables, domestic animal waste, and similar items.

4.2 "Recyclables" or "Recyclable Material(s)" shall mean at a minimum glass containers, plastic HDE #1, PETE #2, PVC #3, LDPE #4, PP #5, PS #6, and other #7, tin and aluminum containers, cardboard, mixed paper, including magazines, computer paper, and newsprint. If State Statutes and Administrative Code require additional recyclable materials be picked up by the COUNTY, then the COUNTY shall pick up those items at no additional charge.

4.3 "Refuse bin(s)," "Recycle bin(s)," "Refuse cart(s)," "Recycle cart(s)," "bin(s)," or "cart(s)" shall mean the 65 or 95 gallon carts provided to the CITY by the COUNTY under the collection process.

4.4 "Unit" shall mean all single-family dwellings, and all dwellings within duplexes, condominiums, and apartment buildings of five (5) units or less and small businesses which elect to use CITY Refuse and Recyclable carts.

4.5 "Bi-weekly" shall mean every other week.

5. **Scope of Work.** The COUNTY shall be responsible for all performance items per the Contract, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation service, permits, and landfill space required to perform and complete the collection and disposal of Refuse, and arrangements with processors required to perform and complete the collection and marketing of Recyclables.

6. **Contract Period and Extensions.** This Contract shall become effective on January 1, 2018, and shall remain in full force and effect through midnight of December 31, 2021. This Contract will automatically renew for an additional three (3) year term at the rates specified in this Contract unless the CITY notifies the COUNTY not less than one hundred fifty (150) days prior to the expiration date of its intent to not renew.

At the expiration of the automatic renewal term after a total of seven (7) years at the rates specified in the Contract, the CITY shall have the option to renew this Contract for one (1) year periods up to an additional five (5) year term, and to negotiate the costs for each one (1) year period this Contract is extended. The COUNTY shall notify the CITY at least ninety (90) days prior to the expiration of this Contract. No automatic extensions of contracts will be allowed.

In the event that the COUNTY sells its solid waste and recycling collection operation to a new owner, the CITY reserves the right to terminate the Contract at any time.

7. **Refuse Collection.**

7.1 **Base Rate.** The CITY intends that all Units pay a base rate for Refuse collection. This base rate shall include the cost of one new 95 gallon cart collected weekly. The COUNTY shall be responsible for exchanging base price, 95 gallon carts for smaller 65 gallon carts for residents or businesses who request smaller Refuse carts.

7.2 **Compensation and Charges.** The COUNTY shall agree to provide the weekly Refuse collection service specified in this Contract, at the rates shown below:

Refuse Collection – Seven (7) Year Base Rates

Year	Rate
2018 (Price/unit/month)	\$7.95
2019 (Price/unit/month)	\$8.15
2020 (Price/unit/month)	\$8.35
2021 (Price/unit/month)	\$8.56
2022 (Price/unit/month)	\$8.78
2023 (Price/unit/month)	\$9.00
2024 (Price/unit/month)	\$9.22

The CITY shall compensate the COUNTY monthly within thirty (30) days of receipt of the COUNTY's monthly billing statements for services rendered. The COUNTY may not bill any earlier than the first of the month.

7.3 Refuse Carts. The 65 or 95 gallon carts discussed will be provided by the COUNTY. These carts shall be owned by the COUNTY. The COUNTY will provide new, never used, carts. The COUNTY shall provide the CITY with information regarding the manufacturer's warranty for the carts. The COUNTY will be responsible for distributing the carts to the Units.

The COUNTY will replace any cart damaged by the COUNTY. The resident will be liable for all missing carts and all damaged carts if the damage or loss is not caused by the COUNTY. The resident shall not be liable for cart damage related to normal wear and tear, inclusive but not limited to broken or cracked containers, lids, and wheels. The COUNTY shall be responsible to replace containers damaged by wear and tear. The COUNTY shall provide a policy and process for cart replacement. Any cart needing replacement due to loss or damage shall be replaced at the cost to either the COUNTY or resident, depending who is at fault.

7.4 Refuse Cart Services. The COUNTY shall provide City Hall with one (1) 95 gallon container, the Police Department with one (1) 95 gallon container, the Library with one (1) 95 gallon container, the Public Works Garage/Lodi Utilities Shop with seven (7) 95 gallon containers, the Wastewater Treatment Facility with five (5) 95 gallon containers, and dumpsters for the CITY Parks. The price to pick up the refuse at these locations shall be included in the Refuse collection base rate.

8. Recycling Collection.

8.1 Base Rate. The CITY intends that all Units pay a base rate for Recycling collection. This base rate shall include the cost of one new 95 gallon Recycling cart collected bi-weekly according to the schedule below. The COUNTY shall be responsible for exchanging base price 95 gallon carts for smaller 65 gallon carts for residents or businesses who request smaller Recycling carts.

8.2 Compensation and Charges. The COUNTY shall agree to provide the bi-weekly Recycling collection service specified in this Contract, at the rates shown below:

Recycling Collection – Seven (7) Year Base Rates

Year	Rate (Bi-Weekly)
2018 (Price/unit/month)	\$3.40
2019 (Price/unit/month)	\$3.49
2020 (Price/unit/month)	\$3.57
2021 (Price/unit/month)	\$3.66
2022 (Price/unit/month)	\$3.75
2023 (Price/unit/month)	\$3.85
2024 (Price/unit/month)	\$3.95

8.3 Recycling Carts. The COUNTY will supply the Units with the 65 or 95 gallon Recycling carts. These carts shall be owned by the COUNTY. The COUNTY will provide new, never used, carts. The COUNTY shall provide the CITY with information regarding the manufacturer's warranty for the carts. The COUNTY will be responsible for distributing the carts to the Units.

The COUNTY will replace any cart damaged by the COUNTY. The resident will be liable for all missing carts and all damaged carts if the damage or loss is not caused by the COUNTY. The resident shall not be liable for cart damage related to normal wear and tear, ~~inclusive but not limited to broken or cracked containers, lids, and wheels.~~ The COUNTY shall be responsible to replace containers damaged by wear and tear. The COUNTY shall provide a policy and process for cart replacement. Any cart needing replacement due to loss or damage shall be replaced at the cost to either the COUNTY or resident, depending who is at fault.

8.4 Recycling Cart Services. The COUNTY shall provide City Hall with one (1) 95 gallon container, the Police Department with one (1) 95 gallon container, the Library with one (1) 95 gallon container, the Public Works Garage/Lodi Utilities Shop with two (2) 95 gallon containers, the Wastewater Treatment Facility with one (1) 95 gallon container, and dumpsters for the City Parks. The price to pick up the Recycling at these locations shall be included in the Recycling collection base rate.

8.5 Single Stream Collection. The COUNTY shall collect the Recycling "single stream" which means that the resident will not have to separate each different recyclable commodity. Residents will be able to recycle aluminum, glass, plastic, tin, cardboard, newspaper, magazine, junk mail, envelopes, and most other mixed paper. The COUNTY will provide a flyer outlining the plan for single stream service.

8.6 Recycling Center. The COUNTY shall provide dumpsters equivalent to 52 cubic yards for a residential recycling center located at the Public Works Garage/Lodi Utilities Shop. Recycling center dumpsters shall be picked up once per week. The COUNTY shall collect the Recyclables on a date agreed upon with the CITY. This service is for CITY of Lodi residents only.

9. Miscellaneous.

9.1 Seasonal Clean Up. The COUNTY shall provide, at a rate of \$1,000.00 per event, at least once yearly, CITY-wide pickup of furniture, appliances, carpeting/padding, and similar items, upon written request of the CITY. CITY employees will not assist in this event. The CITY reserves the right to add or remove this service on a yearly basis.

9.2 Walk-Up Service. The COUNTY shall provide a walk-up service for residents who are physically unable to place their refuse and/or recycling cart appropriately at the curb. The price to include the walk-up service is included in the base rate. This service shall be made available to residents who are physically unable to place their Refuse and/or Recycling cart in an

appropriate pick up location and have an application on file at City Hall.

10. Compliance with Applicable Laws. The COUNTY shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of Refuse and Recyclables during the term of this Contract.

11. Taxes, Licenses, Permits, and Certificates. The COUNTY shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the CITY or the COUNTY in connection with the COUNTY's facilities and the work included in this Contract.

Immediately upon the awarding of this Contract, the COUNTY shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the CITY, including inspections. The COUNTY shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of the Contract.

12. Independent Contractor. The COUNTY shall be deemed an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

13. Equal Employment Opportunity; Americans with Disabilities Act. During the term of this Contract, the COUNTY shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The COUNTY shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Contract.

14. Non-Assignment. The COUNTY shall not assign or subcontract this Contract or the work hereunder, or any part thereof, to any person, firm or corporation without prior written consent of the CITY. Such approved assignment shall not relieve the COUNTY from its obligations or change the terms of this Contract.

15. Insurance. In addition to worker's compensation insurance, the COUNTY shall carry general public liability insurance with limits of not less than one million dollars (\$1,000,000) for bodily injuries, including accidental death, to any one person and not less than one million dollars (\$1,000,000) for each accident. The COUNTY also shall carry property damage insurance with limits of not less than one million dollars (\$1,000,000) for each accident.

Before commencement of the term of this Contract, the COUNTY shall provide the CITY with evidence of insurance consistent with the requirements specified above. The CITY shall be listed as a co-insured party. All insurance policies carried by the COUNTY, required by conditions of the Contract, shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever the CITY

shall be notified in writing by the carrier and COUNTY by mail at least thirty (30) days prior to any such cancellation.

16. Indemnity. The COUNTY shall indemnify and hold the CITY its appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from any and all costs, damages, claims, losses, or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to the work being performed by the COUNTY under the terms of this Contract. The COUNTY shall further indemnify the CITY for its reasonable costs and expenses incurred in defending any claim made under this Contract, or in enforcing the provisions of this Contract against the COUNTY or its agents or employees, including but not limited by enumerations, reasonable attorney fees and court costs.

17. Employees and Conduct. The COUNTY shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function. The COUNTY should further conduct itself both in relations with the CITY and its residents in a personable, but professional manner. The COUNTY should also act in an ethical manner throughout the term of this Contract. All employees of the COUNTY shall be dressed in a neat, professional manner and shall carry official COUNTY identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated.

18. Damages. The COUNTY shall take all necessary precautions for the protection of public or private property. The COUNTY shall be responsible for damages on public or private property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the COUNTY shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the CITY.

If the COUNTY fails to do so within a reasonable period of time, the CITY may, after expiration of forty-eight (48) hours and after giving the COUNTY notice in writing, proceed to repair or replace such property as may be deemed necessary at the COUNTY's expense. Such charges shall be deducted from the COUNTY's monthly bill.

19. Information & Complaints. The COUNTY shall establish and/or maintain an office, during normal business hours, through which it may be contacted directly and where the public and the CITY personnel may call in or send inquiries and complaints. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. The CITY will publish the telephone number to the office in its educational material and on the CITY's website. The COUNTY shall provide a policy and process for cart replacement. This policy and process shall be published on the CITY's website and shared with applicable residents and businesses. The COUNTY must submit proposed ads, leaflets, and/or other informational material that the COUNTY may distribute or publish to the CITY for approval.

20. Proper Disposal or Processing.

20.1 General Requirements. The COUNTY shall at all times use disposal methods that are in compliance with all Federal, State, County, and Municipal laws, ordinances, and regulations. The COUNTY shall be responsible for all collection and transportation costs necessary to bring Refuse to a licensed disposal site, and shall be responsible for the payment of all tipping fees for Refuse. The COUNTY shall be responsible for all collection and transportation costs necessary to bring Recyclables to suitable processing sites.

20.1.1 Refuse Requirements. The COUNTY shall own, co-own, rent, lease, control, or otherwise have access to a properly-licensed and permitted landfill of sufficient capacity for the disposal of Refuse throughout the term of this Contract. Upon request of the CITY, the COUNTY shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of Refuse collected under this Contract.

20.1.2 Recycling Requirements. The COUNTY shall own, co-own, rent, lease, or otherwise control, or have access to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing Recyclables or to a market itself. The COUNTY shall be responsible for payment of all necessary processing costs for Recyclables. No Recyclables shall be delivered to a landfill.

21. Collection. The COUNTY shall collect and haul all Refuse and Recycling generated by Units which use CITY carts. The COUNTY shall collect Refuse not less than once each week and Recyclables not less than once every other week in accordance with a specific collection schedule, established and maintained by the COUNTY, with CITY approval. The collection schedule should designate the collection area, date, and approximate time of collection. Unless the COUNTY gives the CITY or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day of the week. The COUNTY shall collect Recyclables in each designated collection area on the same day Refuse is collected in that area. When a designated collection is scheduled for pick-up on a holiday, collection for that area shall be made on the business day before or following the regular day. The COUNTY shall provide to the CITY, annually, at the start of the contract year, specific notices of any exceptions or changes in the regular collection schedule due to holidays.

22. Holidays. For the purpose of this Contract, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The CITY agrees to inform residents of the change in schedule due to holidays through local media. No other changes in weekly schedule will be allowed without prior written consent of the CITY. Twenty-four (24) hours advance notice is requested.

23. Hours and Standards of Collection. Refuse and Recyclables shall be collected between the hours of 7:00 AM and 8:00 PM on the designated collection day. There shall be no collection between 8:01 PM and 6:59 AM except as required to make up lost time due to holidays. The COUNTY shall not be required to collect any Refuse or Recyclable materials which are not placed at the curb locations or other areas adjacent to the street, alley, or roadway by 7:00 AM on the scheduled collection day.

The COUNTY shall return all Refuse and Recycling carts at each stop to the general location at which they were found, except that carts shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The COUNTY shall be required to replace at its own expense, any Refuse and Recycling carts damaged through negligence or improper handling by the collection crew.

The COUNTY shall handle all proper Refuse and Recycling carts with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews into parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a professional manner.

24. Completion. The COUNTY shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day.

25. Missed Pick-ups and Complaints. The COUNTY shall promptly and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received.

In the event of valid complaints for other incidents, including, but not limited to, spillage, droppings, etc. that are not cleaned up by the crew, the COUNTY shall promptly arrange for cleanup within twenty-four (24) hours after notification.

26. Vehicles and Equipment. The COUNTY shall provide all standard or specialized vehicles and equipment necessary to collect Refuse and Recyclables on schedule in a professional, efficient, and safe manner. Vehicles and equipment must be safe, sanitary, and maintained in such a manner as to accomplish the efficient collection of Refuse and Recyclables. They shall be operated in a way in which no Refuse or Recyclables blow off the vehicle. Should Refuse or Recyclables blow off the vehicles, it should be immediately cleaned up. Vehicles and equipment shall not be permitted to remain parked on CITY streets when not in use.

27. Data Collection and Reporting. The COUNTY shall collect and maintain accurate data and records and shall submit monthly reports to the CITY of pertinent data on the Refuse and Recyclables collection program, including, but not limited to:

1. Total weight of Refuse collected
2. Total weight of Recyclables collected
3. Recycling information per month

The CITY reserves the right to request any and all of the above data by route, as well as any other relevant data so kept by the COUNTY.

28. State and County Disposal Legislation. The COUNTY shall be aware of State of Wisconsin and Columbia County restrictions on disposal of certain wastes and shall be responsible for compliance with such legislation.

29. Bulk Items. The COUNTY shall be required to provide, at a reasonable rate, at least one (1) monthly pickup of furniture, appliances, carpeting/padding, and similar items, upon prior request to and direct payment to the COUNTY by the affected resident or business.

30. Determination of Units. The COUNTY shall receive compensation from the CITY in accordance with the Unit rates shown on the Refuse and Recycling Collection Seven Year Base Rates Tables (sections 7.2 and 8.2 respectively) for each Unit based on a total of 1,045 units. The number of chargeable Units shall be determined by the City Building Inspector every six (6) months—January 1 and July 1, and the compensation adjusted accordingly.

31. Title to Refuse and Recyclables. The title to all Refuse and Recyclables shall pass to the COUNTY when the materials are placed into the collection vehicle.

32. Successors and Assigns. This Contract shall be binding upon the parties, their successors, and assigns.

33. Initial Meeting. After the Contract has been awarded, the CITY and the COUNTY shall hold an initial meeting to coordinate and implement conditions of the Contract. Annual meetings shall be held in December with the CITY and the COUNTY to discuss and evaluate conditions and work performance per the Contract. The COUNTY shall also attend “Specific Issue” meetings as requested by the CITY.

34. Excluded Refuse and Recycling. The COUNTY shall not be required to collect Refuse and Recycling from any apartment building of six (6) or more units, commercial establishment or industry within the CITY, except for small businesses which use CITY Refuse and Recycling carts.

IN WITNESS WHEREOF, this Contract has been executed this 21st day of September 2017.

COLUMBIA COUNTY

BY:

Vern E. Gove
Vern E. Gove, County Board Chair

10-4-17
Date

Susan M. Moll
Susan M. Moll, County Clerk

10/4/17
Date

CITY OF LODI

BY:

James W. Ness
James W. Ness, Mayor

9-25-17
Date

Patricia Spence
Patricia Spence, City Clerk

9/25/17
Date