



**Grinnell PUBLIC WORKS AND GROUNDS Meeting  
MONDAY, JULY 20, 2020 AT 6:15 P.M.  
IN THE COUNCIL CHAMBERS AND VIA ZOOM**

**PLEASE WEAR A MASK IF YOU ARE PHYSICALLY ATTENDING THE MEETING**

Join Zoom Meeting

<https://zoom.us/j/91417800263?pwd=TkZ4LzEvMzU1d3g5bTZmUTVBa0xXZz09>

Meeting ID: 914 1780 0263

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## ***TENTATIVE AGENDA***

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**ROLL CALL:** Hueftle-Worley (Chair), Wray, Gaard.

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider Change Order No. 2 for the 16th Avenue Culvert Replacement Project (See Resolution No. 2020-138).
2. Consider resolution approving an agreement with Republic Services of Iowa for the hauling away of recyclable materials (See Resolution No. 2020-128).
3. Update on storm cleanup.

**INQUIRIES:**

**ADJOURNMENT:**

RESOLUTION NO. 2020-138

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 2 IN THE AMOUNT OF \$2,300.00 FOR AN INCREASE TO THE CONTRACT WITH PETERSON CONSTRUCTION INC, OF REINBECK, IOWA FOR THE 16<sup>TH</sup> AVENUE BOX CULVERT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Peterson Contractors Inc. of Reinbeck, Iowa on April 6, 2020; and

WHEREAS, Peterson Contractors Inc. of Reinbeck, Iowa, has submitted Contract Change Order No. 2 for a net increase of \$2,300.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 2; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 4th day of May 2020 that the contract amount has decreased by \$2,300.00 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 17th day of August 2020.

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Dan F. Agnew, Mayor

Attest:

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Annmarie Wingerter, City Clerk



**PETERSON CONTRACTORS, INC.**

**EXTRA WORK AUTHORIZATION**



PO Box A Phone: 319-345-2713  
 Reinbeck, Iowa 50669 Fax: 319-345-2991

[www.petersoncontractors.com](http://www.petersoncontractors.com)

Date:	8/3/20	PCI Job #	<b>J8677</b>
Project Name:	16th Ave. Box Culvert	Extra Work Authorization #	<b>2.00</b>
Project Number:			

Remarks or Description of Extra Work:  
 Extra work is for lowering 24" CMP on the north side of the pond.  
 This includes removal and disposal of old pipe.

Item #	Description	Unit Type	Quantity	Unit Price	Total Amount
8002	24" CMP	LF	10.00	230.00	2,300.00
<b>Total Amount:</b>					2,300.00

The work covered by this authorization shall be performed in accordance with the same terms and conditions as included in the original contract.

Work Authorized and Changes Approved by:

Prime Contr. or owner:	<b>Peterson Contractors, Inc.</b>		
By:	<i>Jordan Bull</i>	By:	
Title:	Foreman/Supervisor		
Date:		Date:	8/3/2020

**RESOLUTION NO. 2020-128**

**A RESOLUTION APPROVING AN AGREEMENT WITH REPUBLIC SERVICES OF IOWA LLC**

WHEREAS, the City of Grinnell wishes to renew the agreement with Republic Services of Iowa, LLC of Cedar Rapids, Iowa, hereinafter referred to as "Republic," and

WHEREAS, the city of Grinnell is in need of a firm to pick up and haul away recyclable materials generated in the City, whether collected by the City or any City subcontractor; and

WHEREAS, Republic will be responsible for ensuring that the hauling of the recyclable materials is in compliance with state and federal law and regulations; and

WHEREAS, the City Council has reviewed the terms and conditions of said agreement; and

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA, AS FOLLOWS:

Section 1. The City Council of Grinnell, Iowa, approves the agreement with Republic Services, LLC of Cedar Rapids, Iowa for the purpose of picking up and hauling away of recyclable materials generated within the City; and

Section 2. The Grinnell City Council authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City of Grinnell.

ADOPTED AND APPROVED on this 17th day of August 2020.

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DAN F. AGNEW, MAYOR

ATTEST:

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ANMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

## **AGREEMENT**

THIS AGREEMENT, by and between the City of Grinnell, Iowa, an Iowa municipal corporation, hereinafter referred to as "City," and Republic Services of Iowa, LLC, a limited liability company doing business in the State of Iowa, hereinafter referred to as "Republic," do hereby agree as follows:

1. Republic agrees to pick up and haul away all recyclable materials generated in the City, whether collected by the City or any City subcontractor.
2. Republic will be responsible for ensuring that the hauling of the recyclable materials is done in compliance with state and federal law and regulations.
3. Republic will pick up the City's recyclable material at a location or locations designated by the City during the City's normal business hours.
4. Republic shall have the right to reject acceptance of any recyclable materials offered at the City's facilities that fall within the definition of prohibited material as defined herein. If prohibited material is discovered before it is collected by Republic, Republic may refuse to collect the entire container of waste. In such situations, Republic shall photograph the waste, contact the City, and the City shall take appropriate action to remove the prohibited material and dispose of the prohibited material.

The City shall provide all reasonable assistance to Republic to conduct an investigation to determine the identity of the depositor or generator of any prohibited material and to assist Republic in collecting from the generator or depositor the costs incurred by Republic in connection with the prohibited material. Subject to the City providing reasonable assistance to Republic as set forth herein, Republic shall release the City from any liability for any such costs except to the extent that such prohibited material is determined to be attributed to the City.

5. The City represents to Republic that the material it gives Republic shall be recyclable material that it holds free and clear of any claims, liens or encumbrances.

6. This Agreement shall commence on the 1st day of August, 2020 ("effective date") and shall remain in full force and effect for twelve (12) consecutive months following the effective date. Upon mutual agreement by the City and Republic, following the initial twelve (12) month term, the parties may agree to continue the Agreement under the same terms and conditions as set forth herein or under new terms and conditions as mutually agreed to by the parties.

7. Republic shall transmit an itemized invoice to the City of all recycling fees and other charges as provided in this Agreement on a monthly basis. All invoices shall be paid within forty-five (45) days after receipt by the City.

The rate will increase by 4% annually, effective August 1 of each year following the first year of this Agreement.

8. The City agrees that it shall not present for acceptance any prohibited material to Republic. If the City delivers recyclable materials that contain both recyclable materials and prohibited materials, the entire delivery shall constitute prohibited material if the prohibited material cannot be separated from the recyclable material through the reasonable efforts of Republic. Reasonable costs of separating prohibited material from recyclable material shall be paid by the City.

9. The recyclable material will be weighed at Cedar Rapids, Iowa, and the weight so determined shall be final and conclusive on both the City and Republic. Republic and the City shall have the right to inspect any of the recyclable material to determine whether the waste delivered is recyclable material or prohibited material. Failure of Republic to perform any such inspection prior to accepting the material shall

deem the material permitted recyclable material and not subject to any additional costs or fines.

10. If the City presents for acceptance to Republic any prohibited material, Republic may reject such prohibited material at the City's expense. Any prohibited material rejected by Republic shall be the City's responsibility. The City shall properly dispose of the prohibited material at its own expense. After rejection of the prohibited material, Republic shall have no duty with regard to the prohibited material, unless otherwise agreed to by the parties.

11. For the purposes of this Agreement, "PROHIBITED MATERIAL" means any material that is not recyclable material; any material that by reason of its composition, characteristics or quality is defined as "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous substance," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under applicable state or federal law. Prohibited material also includes any material that requires any special handling, storage, management, transfer or disposal than by the ordinary means in dealing with recyclable material. Prohibited material also includes any other material that presents a substantial danger to public health or safety, violates applicable state or federal air quality, or water affluent standards. Prohibitive material is also defined as any material that because of its size, durability or composition cannot be transported by Republic or has a reasonably likely possibility of adversely affecting the operation of the Republic facilities.

"Recyclable Materials": Recyclable Material consists of any material or substance at City's location that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics; ferrous and non-ferrous metals. Recyclable Materials shall not include any prohibited material as defined under this section.

12. The following events shall be considered default by the City under this Agreement:

- Customer fails to pay the amount due within the time allotted in this Agreement.

- City fails to perform any other term, covenant or agreement contained in this Agreement and such failure continues for a period of thirty (30) days after written notice to the City specifying the nature of the failure and requesting that it be remedied.

13. The following shall be considered default by Republic under this Agreement:

- Failing to accept and haul recyclable material presented to it by the City.
- Republic fails to perform any term, covenant or agreement contained in this Agreement and such failure continues for a period of thirty (30) days after written notice to Republic specifying the nature of the default and requesting that the default be remedied.
- Failure to properly secure and haul recyclable material so that it creates a trail of recyclable materials within the City limits.

14. Whenever any event of default by the City or Republic has occurred, the parties have the following rights and remedies, which shall be in addition to any other remedies provided by applicable law or this Agreement:

Upon the end of any applicable grace period provided in the Agreement, the parties shall have the option to immediately terminate this Agreement. If the City is in default, Republic shall have the option, without terminating this Agreement, to stop accepting recyclable materials until the City's default is cured or this Agreement is terminated. If Republic is in default, the City shall have the option, without terminating this Agreement, to stop delivering recyclable materials to Republic and not pay any fees or costs to Republic for the period of interruption.

15. The City shall indemnify, defend (upon request by Republic) and hold harmless Republic from and against any and all claims, counterclaims, suits, demands, actions, causes of actions, fines, judgments, losses, liabilities, damages, costs, expenses, or other liabilities, including reasonable attorney fees incurred in any proceeding, arising

out of a claim or loss of or damage to property or injury to or death of any person, to the extent caused by or arising out of the City's negligence or willful misconduct.

16. Republic shall indemnify, defend (upon request by the City) and hold harmless the City from and against any and all claims, counterclaims, suits, demands, actions, causes of actions, fines, judgments, losses, liabilities, damages, costs, expenses, or other liabilities, including reasonable attorney fees incurred in any proceeding, arising out of a claim or loss of or damage to property or injury to or death of any person, to the extent caused by or arising out of Republic's negligence or willful misconduct.

17. During the term of this Agreement, the parties shall maintain the following insurance coverages:

Workers' compensation: Coverage A Statutory

Coverage B Employer's liability

\$1,000,000.00 each bodily injury by accident

\$1,000,000.00 policy limit bodily injury by disease

\$1,000,000.00 each occurrence bodily injury by disease

Automobile liability:

Bodily injury/property damage \$3,000,000.00

Combined-single limit

Coverage applies to all owned, unowned, hired and leased vehicles, including trailers, and must include

MCS-90 endorsement for pollution liability coverage

Commercial general liability

Bodily injury/property damage

\$2,000,000.00 each occurrence

Combined-single limit

\$3,000,000.00 general aggregate (including products/completed operations)

All policies required herein shall be written by insurance carriers with a rating of AM Best of at least A- and a financial size category of at least VIII. The City and Republic shall each deliver the certificates of insurance evidencing the foregoing policies to the other before Republic accepts any recyclable material from the City pursuant to this Agreement. The parties agree that the insurance coverage afforded under the policies

above referenced (other than workers' compensation) will not be canceled or materially altered, unless at least thirty (30) days' prior written notice has been given to the other party under this Agreement.

18. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond the parties' reasonable control, including but not limited to riots, terrorist acts, compliance with or changes in applicable law, fires, the loss, suspension, revocation or nonrenewal of any permit, license or approval with respect to the Republic recycling facility and/or acts of God. Any failure or delay in performance because of a Force Majeure event as described above shall not constitute a breach of this Agreement, but shall entitle the affected parties to be relieved of performance during the term of such event and for a reasonable time thereafter.

19. The City and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed the agent of the other party.

20. Neither party shall assign this Agreement without the other party's prior written consent. Such consent shall not be unreasonably withheld, delayed or conditioned by the City. Upon assignment of this Agreement, either party may terminate this Agreement with ninety (90) days' written notice. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

21. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

22. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions hereof shall continue in full force and effect without being impaired or invalidated in any way.

23. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

24. Republic is granted the exclusive right to provide services specifically enumerated in this Agreement. The City retains the right to contract for glass recycling or hauling.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

26. It has been agreed between the parties that the "Recyclable Materials specifications, Quality or Grade" shall be as per the terms specified in Exhibit A, and the "Material Value (Revenue) Base Pricing Model" shall be as per the terms specified in Exhibit B which shall be part and parcel of this Agreement

27. Any captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

28. This Agreement may be executed in two or more original facsimile or PDF counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assigns and is not intended to or shall not confer any rights or benefits on any other third party not a signatory hereto or expressly provided in this Agreement. The undersigned individuals signing this Agreement on behalf of the City and Republic acknowledge that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the City or Republic.

Date: \_\_\_\_\_

REPUBLIC SERVICES OF IOWA

By: \_\_\_\_\_

Ken Rowley

CITY OF GRINNELL, IOWA

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Dan F. Agnew, Mayor

Attest:

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Annmarie Wingarter, City Clerk/Finance Director

**Exhibit A**

**Recyclable Materials Specifications, Quality or Grade**

Baled Old Corrugated Cardboard #11 (bale weights 1000 lbs.) Rebate = Pulp and Paper (PPI) High Side less \$25.00

Trailer spotted for OCC only.

**Exhibit B**

# Recycling Processing Pricing, City Of Grinnell

**Recycling Processing 08-01-2020-08-/31/2021**

Rate For Co-Mingled Recycling Processing \$107.54 (One Hundred Seven Dollars and Fifty Four Cents) per ton.

Rate For Transportation of Recycled Material \$676.00 (Six Hundred Seventy Six Dollars per pull.)

Rate For Rebate of Recycled Material 80% (Eighty Percent) of Blended Value of Commodities

<b>CUSTOMER</b> City of Grinnell	<b>Total Rev Share (charge)</b> \$ (4,197.34)
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June-19								
Product Mix	Percent	Estimated Weight*	Processing Cost/Ton (FY17,FY18)	Processing Cost Weighted Avg Allocation**	Finished Commodity Value	Commodity Weighted Avg Allocation***	Net Tipping Charge****	Market Indicator
Mixed Paper	40.00%	20.00	\$ 107.54	\$ 43.02	\$ -	\$ -	\$ 43.02	PPI Midwest Mixed #54 High
ONP	22.40%	11.20	\$ 107.54	\$ 24.09	\$ 25.00	\$ 5.600	\$ 18.49	PPI Midwest News Residential and Sorted #56 High
Residual Garbage, Glass, 3-7 Plastics	10.50%	5.25	\$ 107.54	\$ 11.29	\$ (64.00)	\$ (6.720)	\$ 18.01	Disposal + transport
PET	3.90%	1.95	\$ 107.54	\$ 4.19	\$ 292.60	\$ 11.411	\$ (7.22)	Secondary Materials Regional Average
HDPE Z	3.60%	1.80	\$ 107.54	\$ 3.87	\$ 275.00	\$ 9.900	\$ (6.03)	Secondary Materials Regional Average for Color HDPE
Tin	3.80%	1.90	\$ 107.54	\$ 4.09	\$ 120.00	\$ 4.560	\$ (0.47)	End Market Price
OCC	15.80%	7.90	\$ 107.54	\$ 16.99	\$ 30.00	\$ 4.740	\$ 12.25	PPI Midwest OCC #11 High

100.0%	\$ 107.54	\$ 29.49	\$ 78.05
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<b>Total Tons</b>	<b>50.00</b>
<b>Adjustments</b>	<b>0.00</b>
<b>Net Tons</b>	<b>50.00</b>

	Per Ton	Total
Processing Cost	\$ (107.54)	\$ (5,377.00)
Commodity Pay Back @ 80%	\$ 23.59	\$ 1,179.66
Net Revenue Share (Charge)	\$ (83.95)	\$ (4,197.34)

Transportation charge : \$650.00 per pull flat fee

Comments: Rate increases 4% every year .

- \* Percent multiplied by Net Tons
- \*\* Percent multiplied by Processing Cost/Ton
- \*\*\* Percent multiplied by Finished Commodity Value
- \*\*\*\* Processing Cost Weighted Avg Allocation minus Commodity Weighted Avg Allocation
- \*\*\*\*\* Determined by end market outlet costs to include transportation and handling.