



City of
Blue Earth

**CITY OF BLUE EARTH
AGENDA
CITY COUNCIL WORKSESSION
MONDAY, OCTOBER 19, 2020 @ 4:30 P.M.**

- 1. Call to order.**
- 2. Roll call.**
- 3. Old Business.**
 - a. Recycling Contract – B&B Sanitation
- 4. New Business.**
- 5. Adjourn.**

By Order of the Blue Earth City Council

Post @ City Hall-Friday, October 16, 2020 through Monday, October 19, 2020
Distribute to Mayor & Council members-Media & file



TO: Blue Earth Mayor and City Council
FROM: Mary Kennedy, City Administrator
SUBJECT: Recycling Contract Renewal
DATE: 19 October 2020

Chris Cyphers, B&B Sanitation has proposed a 3-year contract beginning November 1, 2020 with an increase of 5% to the current fixed rate of \$4.35 per account per month; raising the rate to \$4.56.

**AMENDMENT TO CONTRACT
DATED NOVEMBER 6, 2017**

This Contract Amendment is made and entered into this 4th day of September, 2018, by and between the City of Blue Earth, Minnesota, a municipal corporation and B&B Sanitation & Recycling, LLC, a Minnesota Limited Liability Company ("Contractor"), the parties to a certain contract for residential recycling dated November 6, 2017. The parties hereto now agree that the original terms of the Contract dated November 6, 2017 are amended to state as follows:

1. SECTION I. TERM. The parties hereto hereby amend the term of the contract dated November 6, 2017 by eliminating and deleting all language relating to the possible extension of the term of the contract so that the term will end on October 31, 2020 without the possibility of an extension.

2. SECTION 3. RESIDENTIAL GARBAGE AND RECYCLING COLLECTION RATES: Rates will be fixed for the remaining term of the contract as amended herein at \$4.35 per account per month until the outsource disposal cost rate that contractor pays is reduced by contractor's vendor. At that time, contractor shall notify the City of said rate reduction and a new lower monthly rate shall be set by the City Council, said new lower rate being agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment to Contract by their officers on the day and year first above written.

CITY OF BLUE EARTH

By: 

Timothy Abisch

Title: City Administrator

Date: 9/5/18

B&B Sanitation & Recycling, LLC

By: 

Christopher Cyphers

Title: CEO

Date: 9-12-18

**CONTRACT FOR COLLECTION, TRANSPORTATION AND
PROCESSING OF RESIDENTIAL RECYCLING FOR THE CITY OF
BLUE EARTH, MINNESOTA**

This Contract is made and entered into this 6th day of November, 2017, by and between the City of Blue Earth, Minnesota, a municipal corporation and B&B Sanitation & Recycling, LLC, a Minnesota Limited Liability Company ("Contractor").

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and processing of residential recycling within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

NOW THEREFORE, it is mutually agreed between the parties as follows:

SECTION 1. TERM:

The Contract will commence as of the 1st day of November, 2017, and will terminate on October 31, 2020. The parties may agree to extend this Contract for an additional two (2) year term by mutual written agreement after the parties have conducted a performance evaluation and evaluated the price factors of 1) fuel cost; 2) outsource disposal cost; and 3) labor cost to determine a fair and reasonable monthly service rate for the extended term.

SECTION 2. RESIDENTIAL RECYCLING COLLECTION:

Contractor agrees to collect recyclable materials from all residential accounts located within the corporate limits of Blue Earth and process or dispose of all material in accordance with all Local, State and Federal regulations. Residential recycling is to be collected twice monthly.

Contractor shall be the only company solicited to collect residential recyclables in the City during the duration of this agreement.

No hazardous materials will be collected. For a comprehensive list of acceptable items please see 'Attachment' A.

SECTION 3. RESIDENTIAL GARBAGE AND RECYCLING COLLECTION RATES:

Rates will be fixed for the first 36 months of this agreement. That rate will be \$3.30 per account per month.

SECTION 4. COLLECTION SCHEDULE:

Contractor shall collect recycling from residential lots within the City on the 1st and 3rd Thursday of each month for all residential lots located on South side of East and West 7th Street. Collection for residential lots on the North Side of East/West 7th Street shall occur on the 1st and 3rd Friday of each month.

If there is a delay in collection due to inclement weather, Thursday pick-ups will occur on Friday and Friday pick-ups will occur on the following Monday. If a pick-up date falls on a holiday, the pick-up will occur the next day for Thursday holidays and the next Monday for Friday holidays.

SECTION 5. COLLECTION EQUIPMENT:

Contractor will furnish each residence with one 96-gallon cart for recycling. These carts will be provided free of charge but will remain the property of Contractor. Additional cart will be available for \$3.30 monthly collection charge if requested by resident and will be billed via utility bill.

The Contractor shall collect the recycling upon all City Streets using a lightweight satellite vehicle which shall then be emptied into parked high volume recycle trucks parked only at City approved locations.

SECTION 6. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of refuse. The Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. In the event the collection day on or after a holiday, collection shall be one day late throughout the remainder of the week after the holiday. Any contents spilled shall be cleaned up and disposed of immediately in a workman-like manner and all work to be performed hereunder shall be done as to protect to the highest extent possible the public health and safety.

All lids must be able to close completely to limit spills and debris. This is due to the design of the containers which maximizes efficiency only when the lid is fully closed.

Carts must be placed at the curb a minimum of three (3) feet from other containers or objects.

The City shall maintain all tree branches, low wires, etc. in such a manner as to not damage or interfere with the operation of collection vehicles.

SECTION 7. CONTRACTOR INSURANCE AND INDEMNIFICATION:


The Contractor shall carry and file policies or certificates therefore with the City of Blue Earth of workman's compensation insurance, public liability insurance and property damage insurance, and Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any negligent act of omission of the Contractor or their employees and agents in connection with their performance of the work.

SECTION 8. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters).

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF BLUE EARTH

By: 

Title: City Administrator

Date: 11/6/17

B&B Sanitation & Recycling, LLC

By: 

Title: CEO

Date: 11-1-17