

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Committee #4

Recycling, Computerization/Building/Intergovernmental Services

Will be held **Tuesday, November 5, 2019 at 5:30 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. **Discuss Intergovernmental Agreement between the City of Chippewa Falls and Chippewa County for administration of the City's recycling program. Possible recommendations to the Council.**
2. **Discuss Assignment Agreement between the City of Chippewa Falls, ProVyro Waste Services, LLC and Boxx Sanitation, LLC relative to the City's residential recycling program. Possible recommendations to the Council.**
3. **Discuss updates to the City's Recycling Brochure. Possible recommendations to the Council.**
4. **Adjournment**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on October 31, 2019 at 10:40 am by BNG.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between the City of Chippewa Falls, ("City") and Chippewa County, ("County") as follows:

WHEREAS, pursuant to section 66.30 Wis. Stats., the City has agreed to contract with the County as its agent, and the County has agreed to act as such agent, for the administration of the City's recycling program, and

WHEREAS, this agreement allows the City to obtain personnel and administrative services as needed and as determined necessary to carry out the City's recycling programs.

WITNESSETH:

1. The City hereby agrees to engage the County and the County agrees to provide personnel and administrative services to carry out the City's recycling programs.
2. A description of the recycling tasks and roles is attached as Exhibit A and made a part hereof, and is titled Chippewa County Solid Waste and Recycling Responsibilities for the City of Chippewa Falls Contract. The definition and functions set out the scope of services under this agreement. In addition, the City may, from time to time, make other specific directives in mutual agreement with the County to carry out current and future recycling programs.
3. The parties recognize and agree that the City recycling program is a component of the City Solid Waste Management Plan (as amended from time to time), and that some solid waste issues are involved as part of the recycling program.
4. The County agrees that the personnel who administer the program will have the knowledge, ability, training, and experience as set out in Exhibit A. The County shall select the personnel to provide the services herein.
5. The City shall pay to the County for said services the sum of \$10,018.80 per year (290 hours = \$834.90 monthly).
6. The term of this agreement shall be through December 31, 2021. This agreement shall be renewable on the same terms and conditions for successive two year periods. Written notice of intent to renew shall be delivered to the other party at least 60 days prior to the expiration of the term of this agreement of any renewal hereof, with the other party having 30 days thereafter to signify its agreement to renew. Notwithstanding the foregoing, either party may terminate this agreement without further obligation on 30 days written notice. This ability to terminate applies to 2020 and any time thereafter.
7. The parties agree and understand that the sole cost to the City hereunder shall be the payments as set out in paragraph 5, above. Normal and customary office space, clerical assistance, equipment, and supply costs shall be at the expense of the County

and shall not be separately or additionally billed to the City. However, all postage, letterhead, envelopes and recycling carts will be paid by the City through existing City accounts.

8. In connection with the performance of this agreement the parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicapped, sex, physical condition, developmental disability, as defined in sec. 51.05(5), Wis. Stats., political affiliation or national origin.
9. Each party to this agreement shall hold and save each other, its officers, agents, and employees, harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits or claims for damages of any character whatsoever resulting from injuries or damages sustained by anyone in the performance of services under this agreement.
10. The parties agree that the County shall act as the agent of the City under this agreement. However, the personnel performing such services shall at all times be and remain employees and/or agents of the County and not of the City. Personnel providing services under this agreement shall not be eligible for wages, salaries, fringe benefits, unemployment compensation, worker's compensation, health or life insurance, or any other form of payment through or on behalf of the City.
11. Notices hereunder shall be provided to the following representatives of the parties:

City: Lynne Bauer
Finance Manager/Treasurer
30 West Central Street
Chippewa Falls WI 54729

County: Dan Masterpole
Department Director/County Conservationist
Department of Land Conservation & Forest Management
711 N Bridge Street
Chippewa Falls WI 54729

12. This agreement represents the entire agreement between the parties and may not be changed, amended, or modified unless agreed to by each party in writing.

The parties hereto, having read and understood the entirety of this agreement consisting of three pages, and Exhibit A consisting of one page, hereby affix their duly authorized signature.

Exhibit A

Chippewa County Solid Waste & Recycling Responsibilities for the City of Chippewa Falls Contract

1. Program Responsibilities

- a. Represent the City at County, regional and other meetings dealing with recycling and related topics.
- b. Provide technical assistance and information to the Committee #4 – Recycling. Attends committee meetings as necessary.
- c. Assist with the preparation of studies, reports, grant applications and projects in accordance to instructions of the Committee #4 – Recycling.
- d. Act as public contact person for matters relating to recycling.
- e. Publicize special recycling events and disseminate regulatory information.
- f. Assist the city with the Request for Proposal development for their curbside recycling program.
 1. Draft revisions to the Request for Proposal. Review with city administrator and city attorney.
 2. Conduct public notice for RFP.
 3. Conduct direct mailing of the RFP's to recycling contractors.
 4. Draft revisions to the curbside recycling contract. Review with city administrator and city attorney. Contract signing will occur between clerk, mayor, and recycling contractor.
- g. Prepare city recycling brochure.
- h. Monitor contract requirements with hauler for curbside pick-up.
 1. Receive and approve proposed recycling cart from contractor.
 2. Receive daily phone calls and compile log from city residents regarding the following:

Cart requests; Brochure requests; Missed Pick-ups; Concerns
 3. Conduct monthly compliance checks to approve payment to the recycling contractor.
 4. Receive cart distribution reports, signed monthly tonnage reports and signed yearly tonnage reports and maintain the record. In the event reports are not turned in by the recycling contractor, the County/City personnel will develop a Compliance Status Report for review by city attorney and consideration by Committee 4 to withhold monthly payments to the recycling contractor.

2. Fiscal Responsibilities

- a. Assist with the development of a solid waste/recycling budget and review fiscal reports with the Committee #4 – Recycling.
- b. Furnish financial reports to the Committee #4 – Recycling and City Council as needed.
- c. Maintain documentation file for grant.
- d. Prepare grant documentation for reimbursement of costs.

City of Chippewa Falls

Greg Hoffman
Mayor

Dated: _____

Lynne Bauer
Finance Manager/Treasurer

Dated: _____

Robert Ferg
City Attorney, and approved as to form.

Dated: _____

Chippewa County

Randy Scholz
County Administrator

Dated: _____

Dan Masterpole
County Conservationist

Dated: _____

I hereby certify that sufficient funds exist in the accounts of the City of Chippewa Falls to pay for and meet the financial obligation incurred hereunder.

Lynne Bauer
Finance Manager/Treasurer

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is between the City of Chippewa Falls (hereinafter called the "City"), ProVyro Waste Services, LLC (hereinafter called "ProVyro"), and Boxx Sanitation, LLC (hereinafter called "Boxx"). The parties covenant and agree:

1. All parties agree that ProVyro has a written contract with the City for recycling services which took effect on January 1, 2016 and is in full force and effect until midnight of December 31, 2020.
2. Boxx covenants that it has reviewed that written contract and understands the terms of it.
3. On July 1, 2019 ProVyro and Boxx entered into an asset purchase agreement wherein Boxx purchased certain assets of ProVyro, but did not include the recycling contract with the City. At this time ProVyro and Boxx wish to amend their asset purchase agreement to include assignment of the recycling agreement.
4. The recycling agreement contains the following applicable provisions:

IV. Component Parts of the Contract Documents

The Contract documents shall include the following documents, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

• • •

- Any addenda or changes to the foregoing documents agreed to by the parties hereto. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

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VI. Non-Assignment

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

5. The City, ProVyro, and Boxx consent to an assignment of the recycling agreement from ProVyro to Boxx.

6. This assignment does not act as an amendment for Boxx of any of ProVyro's obligations under the recycling agreement including, but not limited to, routes, days of collection, time of collection, and other documentation previously provided to the recycling coordinator.

7. Pursuant to Article VI set forth above, this assignment shall not relieve ProVyro from its obligations or change the terms of this contract.

Dated: _____

City of Chippewa Falls
By: Gregory S. Hoffman, Mayor

ATTEST:

Bridget Givens, City Clerk

Dated: _____

ProVyro
By: Andrew Holland, Authorized Agent

Dated: _____

Boxx
By: Heidi Boxx, Authorized Agent