

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** Curbside Recycling Program Contract  
**Date:** July 6, 2011  
**Number:** 2011-210

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The curbside recycling program continues to be popular. Approximately 1,500 subscribers began the program in April of 2008 and there are now over 2,300 subscribers. Due to the steady increase in customers Midland Davis has proposed a new five year contract along with a reduction in the price the City pays to Midland Davis from \$2.87 per subscriber, per month to \$2.51. The current contract expires on December 31, 2013; the proposed contract expires on July 31, 2016. The only other change to the contract is the inclusion of a cause that allows the City to terminate the contract with a one year notice if the City decides to implement mandatory curbside recycling for all refuse customers. Recycling customers currently pay the City \$2.00 per month for the subscription service. No changes are proposed to that fee.

**RECOMMENDATION**

The Public Works Department recommends that the City Council approve the contract with Midland Davis Corporation and authorize the City Manager to execute the documents.

**Submitted by:** Robert T. Hawes, P.E., Assistant City Manager/Public Works Director  
Randy Tweet, Street Maintenance Superintendent

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**Approved by:** John C. Phillips, City Manager

**AGREEMENT**  
for  
**RECYCLING SERVICES**  
between the  
**CITY OF ROCK ISLAND, AND ILLINOIS MUNICIPAL CORPORATION (City)**  
and  
**MIDLAND DAVIS CORPORATION (MDC)**

**1. SCOPE OF SERVICES**

- a) MDC agrees to collect and recycle the following materials from the subscribers to the City's voluntary recycling program.

Newspaper, newspaper inserts, magazines, paper bags, telephone books, catalogues, office paper, junk mail, corrugated cardboard, chipboard, wet strength carrier stock, #1 PET plastic containers, #2 HDPE plastic containers, #3 PVC plastic containers, #4 LDPE plastic containers, #5 PP (polypropylene) plastic containers, #6 PS (polystyrene) plastic containers, #7 plastic containers, aluminum cans and tin/steel cans.

Glass will be accepted from Rock Island residents at the MDC facility in Moline. Other materials may be collected and recycled by mutual agreement between the City and MDC.

- b) Unless the collected materials are deemed to be defective by MDC, all collected materials will be recycled. In the event that MDC deems collected materials to be defective, MDC will report the nature of the defects and weights that could not be recycled. The information about defective materials may be included in the monthly collection summary and bill for services.
- c) MDC will collect the recyclables every two weeks from every program subscriber. The collection schedule will be determined by MDC and shared with the City. Whenever possible, the recycling cart collection point will be the same as the refuse cart collection point used by the City.
- d) MDC will provide the City with a telephone number that can be called during normal business hours to report customer service problems. MDC will promptly investigate all customer service problems and report back to the City.

**2. COMPENSTION AND BILLING**

- a) The city will pay MDC \$2.51 per month per subscriber for the services described in the Scope of Services.
- b) MDC will submit monthly invoices on or before the 15<sup>th</sup> day of the following month and the City will pay the invoices within 30 days of receipt. The invoices will include a monthly report of collection weights. If possible, the collection weights will be reported by material.
- c) If any portion of a monthly invoice is disputed by the City, the City will deduct the disputed amounts from the payment until the dispute is resolved.
- d) New subscribers will be included in the monthly invoice beginning in the month of the subscriber's first collection.

**3. SUPPORT SERVICES**

- a) The City will provide each subscriber with a 48-gallon refuse cart suitable for use with the MDC collection equipment. The cart will have a distinctive lid so the MDC collection workers can differentiate the recycling cart from other refuse carts.
  - b) The City will provide all subscribers with a City telephone number that can be called during business hours to report problems with the collection services. The City will work with MDC and the subscribers to resolve any customer service problems.
  - c) The City will provide MDC with addendums to reflect the addition and reduction of subscribers.
4. **INSURANCE** – MDC will maintain insurance coverage and name the city as an additional insured during this contract. MDC will maintain general liability coverage with limits no less than \$1,000,000, workers compensation coverage at or above Illinois statutory limits and automobile liability coverage of no less than \$500,000.
5. **DURATION OF AGREEMENT** – This agreement will terminate on July 31, 2016. If the City, in its sole discretion, decides that MDC is not performing its duties under this agreement to the standards the City expects to have provided to its citizens, then the City may give MDC notice of the failure to so perform, and if the failure is not corrected to the satisfaction of the City, it may terminate the contract. The contract may be terminated by the City with a one (1) year notice if mandatory recycling is to be implemented.
6. **NOTICES** – All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or overnight mail.

To MDC:

Marty Davis  
 Midland Davis Corporation  
 3301 4<sup>th</sup> Avenue  
 Moline, Illinois 61265

To City:

City Clerk  
 City of Rock Island  
 1528 3<sup>rd</sup> Avenue  
 Rock Island, Illinois 61201

7. **JURISDICTION AND VENUE** – The jurisdiction and venue for enforcement of this agreement shall be Rock Island County, Illinois.

City of Rock Island by

Midland Davis Corporation

\_\_\_\_\_  
 City Manager

  
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 President

\_\_\_\_\_  
 Date

  
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 Date