

## **RECYCLING CENTER HAULING AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the City of Overland Park, a Kansas municipal corporation, [the "City"] and Deffenbaugh Industries, Inc., a Kansas Corporation ["DII"].

### **RECITALS**

1. The City has developed and will operate a drop-off recycling center located at 11921 Hardy to benefit the residents of the City of Overland Park, Kansas.
2. The City has selected DII to provide hauling and materials processing and marketing services needed to operate and maintain a drop-off recycling center as described in this Agreement.
3. The parties desire to memorialize their understanding with respect to the 11921 Hardy drop off recycling center.

### **AGREEMENT**

The parties agree as follows:

1. Term. This Agreement becomes effective January 1, 2009. The term of this Agreement will be for one year. This Agreement may be terminated by either the City or DII following 60 days written notice to all the other parties.
2. DII will provide and maintain an adequate number of drop off center recycling containers to allow collection of recyclables as agreed to by DII and City Staff.
3. DII will retain \$20,000 currently owed the City as specified in Section 1.5 of the November 7, 2005 Recycling Agreement between the City and DII as payment for drop off recycling center hauling services for the period between January 1, 2009 and March 31, 2009.
4. Commencing April 1, 2009 DII will provide container hauling services at the rate of \$105 per haul. Containers are to be hauled upon the request of City Staff only.
5. DII will provide appropriate processing services for all recyclables collected and hauled from the drop off recycling center.
6. DII will market recyclables collected at the drop off recycling center and provide a monthly report to the city detailing collected volumes, material values, glass-excluded composite value, and glass-excluded total revenue.
7. DII will maintain adequate records to document the information provided in the monthly report. These records shall be made available upon request for review by the City.
8. With the exception of contaminants incidental to a load of recyclables, DII may not landfill materials collected at the drop off recycling center without the express written consent of City Staff.

9. As compensation for processing costs, DII shall retain the revenue generated by the sale of materials hauled by DII from the drop off recycling center. In those months where the volume of materials collected at the drop off recycling center exceeds 50 tons and the glass-excluded composite value exceeds \$150 per ton, DII will provide a credit to the City based on the glass-excluded total revenue to defray hauling costs as follows:

Composite value/ton	\$150-\$175	\$175.01-\$200	\$200.01 - \$225	\$225.01-\$250	\$250+
Credit amount	10%	12%	14%	16%	18%

10. Commencing April 1, 2009 The City will reimburse DII \$105 for each City Staff authorized container haul from the drop off recycling center.
11. DII will maintain comprehensive general liability and property liability insurance with limits of not less than \$500,000 and vehicle liability insurance with a limit of not less than \$500,000 per occurrence.
12. All notices will be complete when provided to the other party at the address specified herein or any other address a party requests by written notice: for the City, the notice shall be sent to Jim Twigg, 8500 Antioch, Overland Park, Kansas, 66212; for DII the notice shall be sent to Mike Clagett, 2601 Midwest Drive, Kansas City, KS, 66111.

DEFFENBAUGH INDUSTRIES, INC.

BY: \_\_\_\_\_  
 President

ATTEST:  
 \_\_\_\_\_  
 Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, That on this \_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, President of Deffenbaugh Industries, Inc. of a for-profit corporation duly organized, incorporated and existing under and by virtue of the laws of \_\_\_\_\_; and \_\_\_\_\_, Secretary of said not-for-profit corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said not-for-profit corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said not-for-profit corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

CITY OF OVERLAND PARK, KANSAS

BY: \_\_\_\_\_  
Carl Gerlach, Mayor

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Bart Budetti  
Senior Assistant City Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF JOHNSON            )

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Gerlach, Mayor of the City of Overland Park, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws Kansas; and Marian Cook, City Clerk of said municipal corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_