

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THIRD AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND PROCESSING AGREEMENT WITH WASTE MANAGEMENT OF ARKANSAS, INC., THE CITY OF LITTLE ROCK, THE CITY OF SHERWOOD, AND THE REGIONAL RECYCLING AND WASTE REDUCTION DISTRICT; AND FOR OTHER PURPOSES.**

WHEREAS, pursuant to Resolution No. 7870 passed June 27, 2011, and Resolution No. 7947 passed October 24, 2011, the City of North Little Rock entered into an agreement with the Regional Recycling and Waste Reduction District (“District”), the City of Little Rock, the City of Sherwood, and Waste Management of Arkansas, Inc. (“Waste Management”) for residential recycling curbside pick-up services; and

WHEREAS, pursuant to Resolution No. 9521 (adopted September 24, 2018), Resolution No. 9563 (adopted December 10, 2018) and Resolution No 9872 (adopted June 22, 2020), the original agreement was amended to extend through March 31, 2024; and

WHEREAS, Waste Management, the City of North Little Rock, the City of Little Rock, the City of Sherwood, and the District have reached an agreement to extend the contract through March 31, 2027 upon the terms set out in the Third Amendment to Residential Recyclable Materials Collection and Processing Agreement (attached as Exhibit A); and

WHEREAS, it is in the best interest of the City and its residents to continue to provide for residential recycling curbside pick-up services and to enter into the second amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into the Third Amendment to Residential Recyclable Materials Collection and Processing Agreement (substantially similar to Exhibit A attached hereto).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. Hartwick  
Mayor Terry C. Hartwick by AT Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:30</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>4-16-24</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>S. Ussey</u>			

**THIRD AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIALS  
COLLECTION AND PROCESSING AGREEMENT**

This **THIRD AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND PROCESSING AGREEMENT** (“Third Amendment”) is entered into by and between the Regional Recycling and Waste Reduction District (the “District”); District members the City of Little Rock, the City of North Little Rock, and the City of Sherwood (collectively referred to as “Cities” or “City”); and Waste Management of Arkansas, Inc. (the “Contractor”). The word “Parties” refers collectively to all the Cities, the District, and the Contractor collectively.

**WITNESSETH:**

**WHEREAS**, the Cities, the District and Contractor previously entered into a certain Recyclable Materials Collection and Processing Agreement that took effect April 2, 2012 (“Agreement” or “Contract”), which was amended by the First Amendment to Recyclable Materials Collection and Processing Agreement in December 2018, and the Second Amendment to Recyclable Materials Collection and Processing Agreement in 2020 (collectively, the “Agreement”), whereby Contractor agreed to provide residential single stream material collection, transportation, and processing to the residences located within the Cities, as more particular set forth in the Agreement; and

**WHEREAS**, the Agreement expired on March 31, 2024; and

**WHEREAS**, the Parties desire to extend the Agreement upon mutually acceptable terms to all Parties; and

**WHEREAS**, the Parties desire to modify the Agreement as more particularly set forth below, and to extend the term of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Section 3 of the Agreement, entitled “Term,” is hereby modified and replaced by the following:
  3. TERM. The Term of the Agreement is hereby extended through March 31, 2027. The parties shall be allowed to renew or extend this Agreement only upon mutual written consent of all Parties.
2. “Exhibit A – Specifications” of the Agreement is hereby modified. The modified Exhibit A is attached to this Third Amendment for all purposes and supersedes prior versions of Exhibit A – Specifications.



3. Section 4.01.g. of the Agreement is hereby modified as follows:

4.01.g Recycling Education/Projects for Customers

Contractor agrees to provide up to a maximum of \$5,000.00 per month beginning May 1, 2024 through March 31, 2027 for Contractor approved recycling education special projects. The District, Contractor, and/or Cities are responsible for developing the initial design and scope of each special project, which the Contractor shall approve. The Contractor's representative(s) shall prepare proposals to bid the services and materials needed for each special project to ensure the most qualified and reasonably priced bidder is retained.

4. The agreed upon rates for the Term of the Third Amendment shall be as follows, hereby amending Section 8.01.a., entitled Base Rates of the Agreement:

8.01.a Base Rates

(i) During the Term of the Third Amendment, Contractor's rate for Residential Recyclable Materials collection, transportation, and processing shall be:

For City of Little Rock:

Effective April 1, 2024 through March 31, 2025, the City of Little Rock agrees that the Base Rate per Residential Unit paid to Contractor shall be \$5.99 per month and an additional \$3.00 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

Effective April 1, 2025 through March 31, 2026, the City of Little Rock agrees that the Base Rate per Residential Unit paid to the Contractor shall be \$6.31 per month and an additional \$3.11 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

Effective April 1, 2026 through March 31, 2027, the City of Little Rock agrees that the Base Rate per Residential Unit paid to the Contractor shall be \$6.64 per month and an additional \$3.22 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

For Cities of North Little Rock and Sherwood:

Effective May 1, 2024 through April 30, 2025, the Cities of North Little Rock and Sherwood agree that the Base Rate per Residential Unit paid to Contractor shall be \$5.99 per month and an additional \$3.00 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

Effective May 1, 2025 through April 30, 2026, the Cities of North Little Rock and Sherwood agree that the Base Rate per Residential Unit paid to the Contractor shall be \$6.31 per month and an additional \$3.11 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

Effective May 1, 2026 through March 31, 2027, the Cities of North Little Rock and Sherwood agree that the Base Rate per Residential Unit paid to the Contractor shall be \$6.64 per month and an additional \$3.22 for each additional Recycling Container provided by Contractor to a Residential Unit at that unit's request.

**IN WITNESS WHEREOF**, this Third Amendment has been executed as of the latest date set forth below.

**WASTE MANAGEMENT OF ARKANSAS, INC.**

By: \_\_\_\_\_  
Eddie McManus  
Its: Area Vice President

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

**CITY OF LITTLE ROCK, ARKANSAS**

By: \_\_\_\_\_  
Frank Scott, Jr.  
Its: Mayor

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

**Approved as to Legal Form:**

Thomas M. Carpenter  
City Attorney

By: \_\_\_\_\_  
Beth Blevins Carpenter  
Deputy City Attorney

**CITY OF NORTH LITTLE ROCK, ARKANSAS**

By: \_\_\_\_\_  
Terry Hartwick  
Its: Mayor

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

Approved as to Legal Form:

By: \_\_\_\_\_  
Amy Fields, City Attorney

**CITY OF SHERWOOD, ARKANSAS**

By: \_\_\_\_\_  
Mary Jo Heye-Townsall  
Its: Mayor

Approved as to Legal Form:

By: \_\_\_\_\_  
Steve Cobb, City Attorney

**THE REGIONAL RECYCLING AND WASTE REDUCTION DISTRICT**

By: \_\_\_\_\_  
Craig Douglass  
Its: Executive Director

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

## APPENDIX A - SPECIFICATIONS

The following is the list of acceptable **RECYCLABLE MATERIALS** which must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles and containers with the symbol #1 empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3, #4, and #5– empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books and paperback books	OCC (“old corrugated containers”)/cardboard (uncoated)
Glass food or beverage containers – brown, clear, or green – empty	Aseptic containers and Cartons
Plastic containers #7 (Portable/Reusable beverage/liquid bottles) – empty (no expanded polystyrene)	

**CONTAMINATION** (i.e., Non-Recyclables) includes, but is not limited to the following:

<u>Bagged materials (even if containing Recyclables)</u>	Microwavable trays
Mirrors or window or auto glass	Plastic bags of any size or type
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Plastic #7 - Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, and containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable Materials or pieces of such less than 2” in size in any dimension	Propane tanks, batteries

### **DELIVERY SPECIFICATIONS:**

Contractor may reject in whole or in part, or may process, in its sole discretion, Single Stream materials not meeting the Specifications in accordance with the terms of the Agreement.

“Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations.

Contractor can provide evidence or documentation to substantiate a market condition change that necessitates a temporary or permanent need to modify the program and remove a particular Recyclable Material and/or allow Contractor to dispose of that particular Recyclable Material based on market conditions. The Cities and Contractor will jointly review the request and mutually determine how to modify the program for a particular material.