

RESOLUTION NO. 8990-R36

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO
THE AGREEMENT FOR RECYCLING SERVICES BY AND BETWEEN
THE COMMUNITY RECYCLING CENTER AND THE CITY OF URBANA, ILLINOIS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That Amendment No. 2 to the Agreement for
Recycling Services By and Between the City of Urbana, Illinois,
and the Community Recycling Center, in the form of the copy of
said Amendment attached hereto and hereby incorporated by
reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana,
Illinois, be and the same is hereby authorized to execute and
deliver and the City Clerk of the City of Urbana, Illinois, be
and the same is hereby authorized to attest to said execution of
said Amendment as so authorized and approved for and on behalf of
the City of Urbana, Illinois.

PASSED by the City Council this 21st day of May,
1990.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 25th day of May,
1990.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
RESOLUTION NO. 8990-R36 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 23, 1990
Date

AMENDMENT NO. 2

AGREEMENT FOR RECYCLING SERVICES BY AND BETWEEN
THE CITY OF URBANA, ILLINOIS AND THE COMMUNITY
RECYCLING CENTER, A NOT-FOR-PROFIT CORPORATION

THIS AMENDMENT NO. 2 TO AGREEMENT FOR RECYCLING SERVICES by and between the City of Urbana, Illinois (the "City") and Community Recycling Services, an Illinois not-for-profit corporation (the "Center"), dated as of November 1, 1986, is made as of the 1st day of March, 1990, by and between the parties hereof.

W I T N E S S E T H:

IN CONSIDERATION of the agreements, covenants, representations, warranties and undertakings made and contained in the Agreement for Recycling Services and this Amendment No. 2 thereto, the City and the Center hereby agree, covenant, represent, warrant and undertake to further amend the Agreement for Recycling Services, as amended, in the following manner:

1. The first paragraph of Section 5.2, entitled "Operating and Promotion Fees", is amended to provide as follows:

Section 5.2. Operating and Promotion Fees.

Pursuant to the disbursement provisions of Section 5.5 hereof, the City shall make available for payment to the Center for the recycling activities and programs on its part under this Agreement, including educational and promotional services, \$80,000 per year, commencing March 1, 1990, in quarterly allotments of \$20,000 each on March 1, June 1, September 1, and December 1 of each year while this Agreement is in effect, commencing on March 1, 1990.

2. Section 5.4, entitled "Material Purchase Payments", is amended in its entirety to provide as follows:

Section 5.4. Material Purchase Payments. On a quarterly basis (January 15, April 15, July 15 and October 15 of each year), commencing April 15, 1990, the Center shall pay to the City the Material Purchase Payments mentioned above in Section 5.1 for the purchase of recyclable materials delivered to the Center's facility by the City from the City's collection program described in Article III hereof. The material purchase payments for each category of recyclable materials in Exhibit B to this Agreement shall be computed as follows:

Material Purchase Payments shall equal one-half the difference between the market price upon resale and the cost of processing the material per ton for each such category of recyclable material.

If the processing cost is greater than the market price, the City shall pay to the Center one-half of that difference; except the City, at its option, with one week written notice, may choose to cease collection of any material, at any time, to avoid such payments.

3. A new Section 5.4.1, entitled "Notification", is hereby added to provide as follows:

Section 5.4.1. Notification. The Center shall notify the City in writing within three (3) working days of notification from the Center's secondary materials markets if any of the following conditions exist with regard to material value.

1. The processing cost of any material exceeds the market value of that material.
2. The market price of a material falls fifty percent (50%) from its market price the previous month.
3. The market price for a material falls by any amount for three consecutive months.

Notification by secondary materials markets normally are by letter, monthly published pricing, contract amendment, or contract renewal. Notification to the City shall be in writing to the City recycling representative.

4. A new Section 7.1.1., entitled "Contract Extension", is hereby added to provide as follows:

Section 7.1.1. Contract Extension. This Agreement will be automatically renewed for a period of one year unless notification is given to the Center no later than September 30, 1991. The Agreement shall be held in force with the exception of Section 5.6 thereof. Upon completion of the original term of this Agreement, the Center shall be released from the requirements of such Section 5.6. Ownership and control of all personal property and equipment shall revert to the Center in accordance to the terms of completion of the original term of the Agreement. The City shall relinquish first security interest in all personal property and equipment as outlined by the Agreement. Effective November 30, 1991, the City relinquishes all rights to property and equipment owned by the Center with regards to the "Agreement for Recycling Services".

5. A new Section 7.1.2, entitled "Termination", is hereby added to provide as follows:

Section 7.1.2. Termination. Notwithstanding anything in this Agreement, as amended, to the contrary, the City shall have the right to terminate this contract at any time after October 31, 1991, upon written notice to the Center of the

ISWDA's scheduled date for commencement of operations. Said termination may be effective no less than 90 days after such written notification is made to the Center.

6. Exhibit B, as attached to the Agreement for Recycling Services, is hereby amended as set forth in a new Exhibit B attached hereto and hereby incorporated by reference.

This Amendment No. 2 shall become effective upon the full execution hereof.

CITY OF URBANA, ILLINOIS, an Illinois municipal corporation,

COMMUNITY RECYCLING CENTER, an Illinois not-for-profit corporation,

By: _____
Jeffrey T. Markland, Mayor

By: _____
Chair

ATTEST:

ATTEST:

Ruth S. Brookens, City Clerk

Secretary

Date: _____

Date: _____

EXHIBIT B

<u>MATERIAL</u>	<u>COST OF PROCESSING PER TON</u>
Newspaper	\$ 15.89
Wet Newspaper	\$ 25.50
Aluminum Cans	\$126.97
Bi-metal Cans	\$122.23
Ferrous Cans	\$127.30
Mixed Glass	\$ 25.35
Plastic	\$325.00