

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into by and among the City of Dyersville, Iowa (the “City”), Bi-County Disposal and Kluesner Sanitation, LLC as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “Commencement Date”).

### RECITALS:

WHEREAS, the City previously authorized and entered into an original Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement with Bi-County Disposal on or about December 17, 2012; and,

WHEREAS, the City entered into Amendment 3 Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement with Bi-County Disposal on or about March 21, 2022; and,

WHEREAS, under the Agreement, the assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, Bi-County Disposal has requested that the City consent to the assignment of all of its rights and responsibilities under the Agreement to Kluesner Sanitation, LLC; and

NOW, THEREFORE, in consideration of the foregoing promises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Bi-County Disposal assigns to Kluesner Sanitation, LLC the obligations and entitlements of Bi-County Disposal under the Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement and its amendments.
2. Kluesner Sanitation, LLC assumes all obligations and entitlements of Bi-County Disposal under the Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement and its amendments, subject to all conditions and restrictions therein.
3. The City releases Bi-County Disposal from and relieves them of its obligations under the Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement and its amendments.
4. Kluesner Sanitation, LLC agrees they will resume the weekly recycling program on or before April 1, 2024, in accordance with the original Residential Waste Collection Services Consisting of Trash, Recycling, and Yard Waste Agreement.

5. WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF DYERSVILLE

By \_\_\_\_\_  
Jeff Jacque, Mayor

Attest:

By \_\_\_\_\_  
Tricia L. Maiers, City Clerk

BI-COUNTY DISPOSAL

By \_\_\_\_\_

KLUESNER SANITATION, LLC

By \_\_\_\_\_