

## **RESIDENTIAL WASTE COLLECTION SERVICES AGREEMENT CONSISTING OF TRASH, RECYCLING, AND YARD WASTE**

This agreement, made and entered into this 1<sup>st</sup> day of April 2025, by and between the City of Dyersville, Iowa, hereinafter called the “City,” and Kluesner Sanitation, LLC., hereinafter called the “Contractor.”

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto make mutual promises, covenant and agree as follows:

1. *Contractor Responsibilities.* The Contractor hereby agrees to furnish all labor, materials, and equipment necessary for the collection, hauling, and disposal of residential waste, recyclables, and yard waste as specified in Exhibit A of this agreement, and specifications are incorporated herein and made part of this Agreement.
2. *Contractor Awareness.* The Contractor agrees that they are fully informed regarding all the conditions affecting the work to be done, labor, and materials to be furnished for the proper completion of this Agreement and that personal investigations secured this information.
3. The Contractor agrees to begin work no later than April 1, 2025. The Contractor must fully comply with all federal, state, and local laws, regulations, and ordinances of the City. If the Contractor or the City terminates this Agreement, the Contractor shall be entitled to receive payment only for work performed.
4. *Agreement Duration.* The Agreement shall be for three (3) years, beginning at the date of this agreement and expiring the week ending March 31, 2028. By mutual agreement of the city and contractor in writing, it may be extended for an additional period not to exceed one-year increments.
5. *No Third-Party Solicitation.* The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf or promised or agreed to pay to any third party.
6. *Monthly Payments.* The City shall make the following monthly payments to the Contractor for each resident account:
  - a. Year 1: From April 1, 2025, to March 31, 2026: \$13.75 per month per resident account.
  - b. Year 2: From April 1, 2026, to March 31, 2027: \$14.16 per month per resident account
  - c. Year 3: From April 1, 2027, to March 31, 2028: \$14.58 per month per resident account
  - d. Year 4: From April 1, 2028, to March 31, 2029: \$15.02 per month per resident account

- e. Year 5: From April 1, 2029 to March 31, 2030: \$15.47 per month per resident account
7. *Insurance Requirements.* The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action that may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall cover each vehicle used in the work covered by this Agreement. Such liability insurance shall not be less than \$1,000,000 single-limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Iowa. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Iowa. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect. That same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Dyersville as an additional insured for the policies related to the Scope of Services and the Agreement.
8. *Licenses and Permits.* The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in the Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor must comply with all ordinances and regulations of Dubuque and Delaware Counties and any rules and regulations issued by the State of Iowa.
9. *Monthly Volume Report.* Before the fifteenth of the following month, the Contractor shall complete the trash/recycling/yard waste monthly volume report, as described in Exhibit B. In addition, the Contractor shall recommend ways to increase the tonnage of recyclable material.
10. *Collection Hours.* The Contractor is responsible for collecting, hauling, and disposing of all household trash, recyclables, and yard waste between 7:00 AM and 5:00 PM. These services will be carried out using properly marked trucks. All operations, including vehicles, equipment, and collected materials, must comply with Iowa Solid Waste Law and local City and County regulations.
11. *Collection Schedule.* As outlined in this agreement, trash and recyclables will be collected from the curb of residential properties once a week on the same day.
12. *Prohibition of Scavenging.* Scavenging by the contractor or any authorized personnel is strictly prohibited.
13. *On-Call Collection.* The collection of large household items will be available on an "on-call" basis. Residents must contact the hauler with their address to schedule a pick-up and will be billed for any associated charges for this service.

14. *City-Owned Facilities.* The Contractor will also provide solid waste services to all City-owned facilities at no additional cost, with these collections considered incidental to the contract.
15. *Special Event Containers.* The Contractor will supply suitable containers for city-sponsored special events at no extra charge.
16. *Non-Compliance Penalty.* For failure to comply with the provisions of this Agreement, the Contractor shall be assessed a penalty of One Thousand Dollars (\$1,000.00) per day for every day the noncompliance remains unaddressed.
17. *Indemnification.* The Contractor shall defend, indemnify, and hold harmless the City and its employees from and against all costs arising in any way as a result of the performance or failure to perform on the part of the Contractor or any approved subcontractor under this Agreement.
18. *Non-Transferability.* The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City.
19. *Missed Collection Credit.* Should the Contractor miss collecting any of the services from a customer and fail to resolve the complaint on the same day as reported, a credit of Twenty-five Dollars (\$25.00) per missed service shall be credited to the next bill.
20. *Emergency Contact.* In the event of an emergency or failure by the Contractor to adequately perform waste collection services, the Contractor shall immediately contact the Dyersville City Administrator. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department or the city's police provider. The Contractor shall follow the City's instructions to ensure the Municipality's public health, safety, and welfare.
21. *Termination Rights.* The City, through the Dyersville City Council, shall have the right, as its option, in addition to and not exclusive of any other remedy Contractor may have by operation of law, to terminate this agreement. The City shall give the Contractor thirty (30) calendar days' notice of the exercise of its right of termination of this agreement. Such notice of termination shall be given to the Contractor in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice Lessor. Upon such termination, this Lease shall become null and void, and the parties shall have no further obligations to each other.

## **END OF AGREEMENT**

**[Signature Page Follows Next]**

**Signature Page**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Lease Agreement as of the day and year first above written.

**CITY:**

City of Dyersville, Iowa

**CONTRACTOR:**

Kluesner Sanitation, LLC

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

By: \_\_\_\_\_

*(Seal)*

**ATTEST:**

By: \_\_\_\_\_  
Tricia Maiers, City Clerk

## EXHIBIT A

The solid waste collections service shall conform to all City ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. *Dwelling Unit Definition.* A Dwelling Unit is any room or group of rooms within a structure. It forms a single habitable unit with living, sleeping, cooking, and eating facilities.
2. *Collection Service.* The Contractor shall provide solid waste, yard waste, recyclables, and collection removal and disposal service to all dwelling units within the corporate limits of the City of Dyersville. There shall be a collection of solid waste, yard waste, and recyclables from the curb of the premises once a week. All refuse containers and refuse items shall be placed at a designated collection point on collection day. The Contractor will not be required to collect refuse inside the buildings.
3. *Collection Vehicles.* The Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles are to be kept covered or permanently closed except when loaded or unloaded.
4. Whenever the terms “solid waste,” “yard waste,” or “recyclables” are used in these specifications, it shall be construed as follows:

Solid Waste: All unwanted or discarded materials from commercial, industrial, domestic, and agricultural operations and normal community activities. Wastes that are solid or semi-solid, containing insufficient liquid to be free flowing, are considered solid wastes and include in part the following: garbage, refuse, ashes and other residue of incineration, street refuse or sweepings, dead animals, solid animal waste, agricultural, commercial and industrial wastes, construction and demolition wastes and specific sewage treatment solid residue.

Recyclables means the following -

- Newspapers (Clean, dry papers with no plastic wrap.)
- Magazines (Clean, dry magazines, catalogs, and brochures with no plastic wrap.)
- Corrugated Cardboard (Clean, dry, and broken down 2X4 sizes of corrugated cardboard and brown paper bags, except stained pizza boxes, waxed cardboard, or food-contaminated cardboard.)
- Mixed Paper (Home, school, office paper, junk mail, color paper, file folders, paperback books, cereal boxes, and pop cases are accepted with no plastic wrap.)
- Aluminum cans
- Tin cans
- Plastic Containers (up to 5 gallons numbered 1, 2, 3, 4, 5, or 7 on container with caps removed)

- Glass (Food jars, clean, unbroken, clear, brown, or green glass.)
- Recyclable grocery bags
- Other items as deemed by the City Council.

Yard waste means grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs that fit in a biodegradable paper bag. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4 feet long and 24 inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items mean items other than regular household trash, including, but not limited to, appliances, furniture, and any other items that cannot be safely and conveniently loaded into a solid waste vehicle. Concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials are excluded.

Special Pick-Ups means large household items as described above and any other items that cannot be disposed of at landfills, not including hazardous waste. The Property owner shall schedule the pick-up with the Contractor with at least 72 hours notice before pick-up. Each pick-up of this type will be billed to the residents. Construction materials generated by contractors shall not be a part of this pick-up.

5. *Annual Spring Cleanup.* The Contractor must provide all labor and equipment necessary for the annual spring cleanup in all residential areas. The City agrees to reimburse the Contractor tipping fees charged by DMASWA Landfill.
6. *Christmas Tree Collection.* The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
7. *Holiday Collections.* No collections shall be required on legal holidays. The Contractor shall provide the City with a list of the Contractor's recognized holidays and holiday pickup schedule for approval by the City Administrator.
8. *Collection Routes.* The Contractor shall further establish routes for collecting solid waste, yard waste, and recyclables on the same day. The collection route shall be established within the municipal street system, including all residential alleyways. The Contractor's collection schedule and routes shall be approved by the Dyersville City Administrator and filed with the City Clerk's Office before any curb collections are allowed.
9. *City-Owned Facilities Collection.* The Contractor will be required to provide a dumpster and perform weekly garbage pickups at City Hall, Dyersville Social Center, City Maintenance Shop, City Parks, Aquatic Center, Fire Department, other city-owned facilities, and refuse containers along Main Street at no additional cost to the City. These collections will be considered incidental to the contract. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price.

10. *Collection Hours.* No collection shall be made before 7:00 AM. or after 5:00 PM except by express authorization of the Dyersville City Administrator. No collections shall be made from any premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks.
11. *Containers.* The Contractor must provide all dwelling units with solid waste refuse stored in standard automated side-loading containers. Recyclables shall be stored in standard automated side-loading recyclable containers. Yard waste shall be stored in biodegradable paper bags supplied by the resident. The containers shall be at no additional cost to the City or its residents. The City Administrator must approve all containers before any curb collection is allowed.
12. *Collection Procedures.* In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed or scattered upon any public place, private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks are utilized in certain areas of the City and need to dispose of their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers in common areas or the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
13. *Customer Complaint Resolution.* All complaints received by the Contractor or the City before 3:00 PM shall be resolved by 5:00 PM. on the day the complaint was received. All complaints received after 3:00 PM shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and the time when the complaint was resolved. Upon request, the Contractor shall provide a complaint report to the City.
14. *Customer Service Center.* The Contractor will operate and maintain a Customer Service Center with the following minimum standards: 1) open between the hours of 8:00 AM and 5:00 PM, Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor should implement procedures approved by the City whereby complaints can be received via fax, e-mail and web site.
15. *Publicity and Information.* The Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all dwelling units within the City regarding the change over of collection service before the service is initiated. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Contractor's office where questions or complaints can be handled. The Dyersville

City Administrator shall approve such publicity before distribution publication. The Contractor must distribute information to the customers annually promoting recycling and source reduction. The City must approve this publication.



## EXHIBIT B

### TRASH/RECYCLING/YARD WASTE MONTHLY VOLUME REPORT FOR THE CITY OF DYERSVILLE MONTH OF \_\_\_\_\_

	TONS	MTD	YTD
TRASH	<input type="text"/>	<input type="text"/>	<input type="text"/>
RECYCLE	<input type="text"/>	<input type="text"/>	<input type="text"/>
YARD WASTE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number of dwelling units utilizing the waste collection service each month. \_\_\_\_\_

Percent of households utilizing recycling services each month. \_\_\_\_\_

Recommendation for increasing the volume of recycling materials collected.