

INDEPENDENCE SINGLE HAULER AGREEMENT

This Agreement, made and entered into this 28th day of April, 2025, by and between the City of Independence, Iowa, a Municipal Corporation, (hereinafter referred to as the City), and Kluesner Sanitation, LLC (hereinafter referred to as Kluesner or Contractor), City and Kluesner jointly referred to at times as “Parties”.

WITNESS

WHEREAS, the City, on behalf of its residents, desires to provide proper management of solid waste generated by City residential customers, including household waste, recyclable solid waste, and residential bulk solid waste; and

WHEREAS the City of Independence desires to provide proper management of solid waste generated by its own facilities; and

WHEREAS, the City anticipates that an agreement with Kluesner regarding the same will be of substantial benefit to the City in that it will allow the City to meet solid waste management requirements in accordance with Chapter 455B of the Iowa Code; and

WHEREAS, Kluesner desires to provide the City with solid waste management services;

NOW, THEREFORE, in furtherance of the above and foregoing recitals and the following mutual agreements and covenants, it is understood and agreed by and between the Parties as follows:

Article 1. Term of Agreement

1. This Agreement shall commence July 1, 2025, and shall remain in full force and effect through June 30, 2028.
2. This Agreement shall renew for one subsequent three (3) year term automatically unless either Party terminates the Agreement as provided herein or other terms are agreed upon by the parties at least six (6) months prior to the scheduled termination. If the Agreement is renewed for a second three (3) year term, it shall automatically renew for one-year terms thereafter under the same terms and conditions, unless terminated by either Party as provided herein, or unless other terms are negotiated by the Parties.
3. This contract shall terminate at the end of the initial term (June 30, 2028) or any renewal term if either City or Contractor provides written notice of its intent to terminate the contract at least six (6) months prior to the scheduled contract termination date.

Article 2. Definitions

The following terms, whenever used in this Agreement, shall have the meaning set forth in this Article unless otherwise limited or expanded elsewhere in this Agreement.

1. *Appliances* means refrigerators, freezers, kitchen ranges, air conditioning units, dehumidifiers, water heaters, furnaces, thermostats, clothes washers, clothes dryers, dishwashers, microwave ovens, and PCB-containing ballasts and capacitors.
2. *Approved Solid Waste and Recycling Waste Collection Site* means at the site where the residential customer must set out Solid Waste and Recycling Solid Waste for collection, and where the Contractor collects the Solid Waste and Recycling Solid Waste. An approved Solid Waste and Recycling Waste Collection Site meets the following criteria:
 - a. Totes must be set out for collection at ground level within the City right-of-way, behind the curb, so as to be easily accessible by Contractor, no sooner than 18 hours prior to collection. Totes must be removed from the collection site within 12 hours after the collection event.
3. *Assigned Territory* means the City limits of the City of Independence. Except as explicitly provided herein, assigned territory does not include commercial or industrial waste or collection from multi-family Dwelling Units larger than four (4) units, both of which shall be open to all licensed haulers, regardless of location. The assigned territory will be expanded to include annexed property.

4. *Bulk Residential Solid Waste* means non-putrescible solid waste that is either too large or too heavy to be contained inside a tote, or which cannot be safely or conveniently loaded into solid waste collection vehicles. Bulk solid waste includes appliances and furniture, but does not include yard waste.
5. *City* means the City of Independence, Iowa.
6. *Commercial and Industrial Solid Waste* means
7. *Construction Debris* means solid waste generated by construction activities, including lumber and other processed materials. Construction debris is not Recyclable Solid Waste or Yard Waste.
8. *Demolition Debris* means solid waste generated by demolition activities, including lumber and other processed materials, and is not recyclable solid waste or yard waste.
9. *Dumpster* means a large, movable container used for storing refuse, garbage, construction materials, or debris. It is designed to be lifted and transported by a specifically equipped vehicle for emptying or hauling away.
10. *Dwelling Unit* means a room or group of rooms that are arranged, designed, or used as living quarters for the occupancy of one family or individual.
11. *Hazardous Waste* means solid waste or a combination of solid wastes that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
12. *Household Waste* means Solid Waste generated by Dwelling Units.
13. *Landfill* means the Black Hawk County Landfill in Waterloo, Iowa
14. *Municipal Facilities* includes all locations set forth within Exhibit A to this Agreement
15. *Municipal Waste* means Commercial and Industrial Solid Waste and Recyclable Solid Waste collected from Municipal Facilities
16. *Non-Residential Bulk Solid Waste* means Bulk Solid Waste that includes or contains the following materials:
 - a. Solid Waste generated outside the Assigned Territory
 - b. Solid Waste generated by other than Residential Customers
 - c. Solid Waste generated by businesses, schools, or commercial entities
 - d. Solid Waste generated by agricultural activities on farms and properties used for agricultural purposes
 - e. Solid Waste containing regulated asbestos containing materials (RACM) as defined by 40 CFR Part 61
 - f. Appliances, tires, lead-acid batteries
 - g. Liquid waste or Solid Waste containing free liquids

- h. Soils contaminated with petroleum products
 - i. Solid Waste containing Construction Debris or Demolition Debris
 - j. Solid Waste containing materials that are prohibited from the Landfill
17. *Recyclable Solid Waste* means household waste, which, until such time that the waste is recycled, reused, or processed in a manner that the waste is reintroduced into the economic stream as raw or usable materials, or, until such time that the waste is delivered to a facility approved by the State of Iowa for receiving such waste, is considered Solid Waste. For the purpose of this Agreement, Recyclable Solid Waste includes, but is not limited to: tin cans, plastics (#1-#5 and #7, and plastic milk jugs), aluminum foil, newsprint (newspaper, magazines, phone books, junk mail, news print with glossy inserts, office paper, computer paper, chipboard (i.e. cereal boxes)), and corrugated cardboard, but does not include Construction Debris, Demolition Debris, plastic grocery bags, Yard Waste, or Glass.
18. *Recycling Tote* means a durable, rigid-wall plastic container designated for Recyclable Solid Waste.
19. *Residential Customer* means any person or persons residing within the corporate limits of the City within a Dwelling Unit used as a single-family residence or a multi-family Dwelling Unit of four Dwelling Units or less.
20. *Solid Waste* means putrescible and non-putrescible waste and other discarded material, including solid, liquid, semi-solid, or contained gaseous materials, resulting from industrial, commercial, mining, agricultural, institutional, and residential activities. Solid waste does not include Hazardous Waste as defined by the Iowa State Code 455B.411.
21. *Specifications* means the documents listed in Articles 4, 5, and 6 of this Agreement.
22. *Tote* means a durable, rigid-wall plastic container with a hinged lid, and with wheels designed to provide adequate support to roll when fully loaded with household waste.
23. *Yard Waste* means grass, garden waste, leaves, brush, and similar natural items.

Article 3. Scope of Work

1. The scope of work under this Agreement shall include the work described in the Specifications, as primarily described within the terms and provisions located within Articles 4, 5, and 6 of this Agreement, and shall include all supervision, materials, equipment, labor, and all other items necessary to complete such work in accordance with this Agreement.
2. During the term of this Agreement, and as defined and detailed in the Specifications, the Contractor shall provide to the City, services related to collection, transportation, and disposal of Household Waste collected from

Residential Customers within the Assigned Territory and Municipal Facilities. Household and municipal waste shall be transferred to the Landfill for disposal.

3. During the term of this Agreement, and as defined and detailed in the Specifications, the Contractor shall provide to the City, services related to collection, transportation, and delivery of Recyclable Solid Waste collected from Residential Customers within the Assigned Territory and Municipal Facilities. Recyclable Solid Waste shall be transported to a facility approved by the State of Iowa for receiving Recyclable Solid Waste located within fifty miles of the City of Independence.
4. During the term of the Agreement, and as defined and detailed in the Specifications, the Contractor shall provide to the City, services related to collection, transportation, and disposal of Solid Waste collected from City of Independence solid waste receptacles, including from Dumpsters and Totes.
5. During the term of this Agreement, the Contractor shall provide to the City services related to recordkeeping and reporting as requested by the City, including but not limited to reporting landfill and recycling tonnages quarterly.
6. The Contractor shall provide all services in this Agreement to Residential Customers in the Assigned Territory at the contract price.
7. In the event of a tornado, flood, ice storm, disabling snow event, or other disaster, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to, conditions set by the City Manager or his/her designee.
8. The City shall be responsible for invoicing Residential Customers for Solid Waste and Recyclable Solid Waste collection under this Agreement.

Article 4. Collection Services Provided

1. General Requirements
 - A. The Contractor shall load and transport Solid Waste and Recyclable Solid Waste in such a manner as to be as inoffensive to the public as practically possible, and shall exert all reasonable precautions to prevent spilling or scattering of Solid Waste in transit or while loading. In the event that Solid Waste is spilled or scattered, the Contractor shall immediately collect the Solid Waste and clean up the area.
 - B. Totes, including Solid Waste and/or Recycling Waste Totes, may be filled with waste so long as said waste is not stacked on the lid of the Tote and/or around the Tote. If waste, in bags, is in the Tote, but protruding above the top of the Tote, it will be collected, so long as the bagged waste is capable of being loaded into Contractor's waste collection vehicle without having to

manually remove the protruding bag for deposit into the waste collection vehicle.

C. The Contractor shall not knowingly collect any Hazardous Waste.

2. Public Education Program

The Contractor shall provide a website for the City of Independence, same being an extension of Contractor's website. The Website shall provide all information related to the terms of this Single Hauler Agreement necessary for the public to understand the services provided, schedules, other relevant information, and contact information for Contractor. The website shall also include the following:

- A. Annual collection schedule calendar.
- B. Detailed explanation of what is or is not considered a Recyclable Solid Waste subject to collection under this Agreement.
- C. Detailed explanation of what is or is not considered Solid Waste subject to collection under this Agreement.

Contractor shall produce one page print copies of the above and foregoing information to be made available to the public at Independence City Hall, and shall restock said supplies at the request of the City.

3. Recyclable Solid Waste

- A. The Contractor shall collect Recyclable Solid Waste from Residential Customers within the Assigned Territory at the frequency listed for Recyclable Solid Waste collection in Article 5.1 of this Agreement. Recyclable Solid Waste shall be collected from each Residential Customer on the same day of the week as Household Waste collection.
- B. The Contractor shall not incinerate or landfill Recyclable Solid Waste without prior written approval of the City Council.
- C. Recycling Waste will be collected from the Solid Waste and Recycling Waste Collection Site.
- D. Recycling Totes containing Solid Waste other than Recyclable Solid Waste may be deemed by the Contractor as unacceptable and may not be collected. In such case, the Residential Customer is responsible to retrieve and remove the recycling Tote from the Approved Solid Waste and Recycling Solid Waste Collection Site.
- E. The Contractor shall be solely responsible for the inventory, storage, maintenance, and repair of all Totes, which shall at all times remain the property of Contractor.
- F. The Contractor shall have upon each Tote the Contractor Name and contact phone number.

4. Municipal Waste Collection

- A. The Contractor shall collect Municipal Waste from each City facility at the locations and at the frequencies listed in Appendix A.
- B. The Contractor shall provide Dumpsters as identified in Appendix A. The Contractor shall maintain all Dumpsters in good repair and appearance, replacing or repairing as needed.

5. Bulk Residential Solid Waste

- A. The Contractor shall provide services for collection, transport, and disposal of Bulk Residential Solid Waste.
- B. Bulk Residential Solid Waste will include those items described and as set forth within Appendix B.
- C. Bulk Residential Solid Waste shall be set out for collection by no later than 6:00 a.m. on the Residential Customer's bulk item collection day (which may differ from their regular Solid Waste / Recyclable Solid Waste collection day).
- D. Bulk items will require a tag which may be purchased by the Residential Customer from the City for \$30. This tag fee, while collected by the City, will be a pass through fee, being paid in full to Contractor on a monthly basis. Any increase in this fee must be approved by way of amendment to this Agreement.
- E. Bulk Residential Solid Waste must be set out for collection in a manner that does not require mechanical means (i.e., shoveling, sweeping, gathering, binding, bundling, etc.), or that requires any other task in addition to picking up and moving the Bulk item into the collection vehicle.

6. City Wide Clean-Up Event

- A. Contractor will provide labor and equipment one Saturday per year for 4 hours at a location provided by the city to accept bulk items listed in Appendix C.
- B. City will be invoiced for items collected at \$120/ton, but will not be invoiced for any other costs and expenses of Contractor.

7. Recycling Centers

- A. In the event the Independence Transfer Station Recycling Center is no longer available, Contractor will provide a minimum of two 10-yard recycling containers to be placed at a minimum of two locations in the City.
 - Location 1: Old Pool Site – 609 5th St. SE
 - Location 2: River's Edge – 209 2nd Ave SW
- B. Recycling Containers provided hereunder will be at no additional cost to the City.

8. Christmas Trees

- A. Contractor will provide collection of Christmas trees at the curbside from all Residential Customers at a date and timeframe specified by the city. Collected Christmas trees will be disposed of at the City Tree Dump or another location designated by the City. The City will not be assessed any fee or cost related to the collection of Christmas trees as provided herein.

Article 5. Solid Waste Collection Operation

1. Frequency of Collection

Solid waste shall be collected at the frequencies listed below, from Approved Solid Waste Collection Sites:

- A. Residential Solid Waste – one time per week
- B. Recyclable Solid Waste – one time per week

2. Days of Collection

Residential Customer day of collection shall not be changed during the term of this Agreement absent written agreement of the City, under such terms and conditions as the City may approve.

3. Manner of Collection

- A. Each residential customer shall be issued a 96, 64, or 45 gallon equivalent Tote. For 96 and 64 gallon Totes, residents will receive the same size Tote they had with the prior City contractor. For 32 gallon Totes from the prior City contractor, residents will receive a 45 gallon Tote. The City will provide a list/spreadsheet to Contractor with this information.
- B. All Residential Solid and Recycling Waste must be set out for collection in Totes.
- C. A Residential Customer may request an additional Tote(s) for Residential Solid or Recycling Waste under the following circumstances:
 - i. The Residential Customer agrees to be invoiced an additional monthly fee for the additional Tote, in an identical amount to the fee for the initially provided Tote.
 - ii. The Residential Customer pays the service fee for the additional Tote, as set forth in this Agreement.
- D. Contractor shall be permitted to assess a service fee to the Residential Customer to change the previously issued Tote size or to provide an additional Tote for waste or recycling. The service fee shall be \$30 to exchange one Tote for another size and \$100 to replace a damaged or lost tote.

4. Hours of Operation

Collection services for Residential Solid Waste and Recyclable Solid Waste shall not start before 6:00 a.m. nor continue after 5:00 p.m. Monday through Friday, nor on Saturday or Sunday absent exceptions to these timeframes as may be granted by the City Manager, or the Mayor in the absence of the City Manager, upon acceptable explanation and evidenced need.

5. Holiday Collection of Residential and Recyclable Solid Waste

- A. All Collection dates that fall on a holiday, recognized under the terms of this Agreement, shall be moved to the following day, or another day if requested and approved by the City Manager, or the Mayor in the absence of the City Manager.
- B. Contractor shall notify the City of any changes to the Municipal Waste Collection schedule caused by holidays, recognized herein.
- C. For the purpose of this Agreement, the following days are considered holidays:
 - i. New Year's Day
 - ii. Memorial Day
 - iii. Independence Day
 - iv. Labor Day
 - v. Thanksgiving
 - vi. Christmas

6. Availability of Contractor

- A. The Contractor shall maintain availability for accepting, responding to, and documenting complaints or other calls from Residential Customers. The Contractor shall be continuously available during the hours of 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. Friday, except on holidays, recognized herein.
- B. The Contractor shall at all times maintain and publish a phone number for the purposes of customer assistance.
- C. The Contractor shall designate a service manager to provide a single point of contact with the City's designated representative. The service manager, or designee in the absence or unavailability of the service manager, shall be available to ensure a response to emergencies on a 24/7 basis.

7. Complaints

- A. All Residential Customers reporting a complaint regarding Contractor to the City will be directed to call the Contractor before the City will consider any involvement or intervention.

- B. All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and, if such allegations are verified, the Contractor shall arrange for the prompt collection of the Residential or Recycling Solid Waste from the complainant within 24 hours of the complaint. An extension of the 24-hour period may occur if the incident occurs around a holiday or weekend, and said extension shall be negotiated between the Residential Customer and Company without City involvement if at all possible.
 - C. Contractor shall, upon receipt of any complaint, make every effort to resolve the complaint with the Residential Customer or other person/entity submitting the complaint. The Contractor shall work cooperatively with the complainant and the City, if applicable, to resolve complaints. The Contractor shall make a record of each complaint received. When approaching complaints, Contractor agrees to look at each complaint as if “the customer is always right” when making decisions, which does not mean that the customer is always right, just that the goal of complaint resolution will be resolution, with any doubt decided in favor of the customer.
 - D. If the Contractor is able to substantiate, using documentation such as written records or date and time stamped photos, that the Residential Customer did not have their Tote out at the Collection Site and the time the Contractor’s collection vehicle arrived at the Collection Site to collect the Residential Solid or Recycling Waste, the Contractor may inform the Residential Customer of this fact and provide the Residential Customer the option to pay a “Return Service Fee” to cover the cost of Contractor returning to the Residential Customer property to collect the Solid Waste. Contractor shall also inform the Residential Customer that they may also hold the Solid Waste until the next scheduled collection as an option.
8. Independent Contractor
- Contractor understands and agrees that Contractor and Contractor’s employees, agents, servants, or other personnel are not City of Independence employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Contractor or any of the Contractor’s employees, agents, servants, or any other personnel performing the services or work or supplying equipment or materials specified herein. Further, it is expressly understood and agreed that neither Contractor nor Contractor’s employees, agents, servants, or other personnel shall be entitled to

any City of Independence payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

Article 6. Operations Procedures

1. The Contractor's employees shall handle all Totes and Dumpsters with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of Solid Waste or Recycling. Upon emptying Totes, Dumpsters, or any other similar containers, bags, etc., the Contractor shall immediately clean up and dispose of any spilled or scattered Solid Waste or Recycling, regardless whether the spilled Solid Waste is on public or private property.
2. The Contractor shall be liable for replacement of all Solid Waste and Recycling Solid Waste Totes or Dumpsters damaged by reason of misuse or mishandling by the Contractor and/or at no fault of the Customer.
3. **Collection Equipment**
The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient back-up vehicles to provide uninterrupted service including seasonal variations and maintenance downtime. The Contractor shall maintain all collection equipment in good repair and appearance at all times and free of excessive noise, odor, leakage of fluids, or emissions. The Contractor's logo, telephone number, and individual vehicle identification number shall be clearly visible. All vehicles shall be operated and maintained properly and kept in sanitary condition at all times.
4. **Personnel and Safety**
The Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractor's obligations under this agreement. Such Personnel shall have the ability and authority to make operating decisions during normal working hours. The Contractor shall have key maintenance and operational personnel on call at all other times.
The Contractor agrees that it will take all reasonable precautions to prevent damage, injury, or loss by reason of or related to its operations in the City of Independence, and Contractor will establish and maintain safety equipment and procedures for protection of employees and all other person consistent with industry standards, applicable laws, or regulations and normal operating practices.
5. **Inspection**
The City, or its authorized agent, may inspect the work performed and equipment of Contractor for compliance with this Agreement at any time, upon reasonable notice to Company.

6. Point of Contact

The point of contact for the City is the City Manager or his/her designee.

Article 7. Compliance with Laws

1. In performing any actions or services under this Agreement, the Contractor shall comply with any and all federal and state statutes, rules, regulations, and any and all City ordinances and regulations pertaining to or regulating such services or actions, including those now in effect or hereafter adopted.
2. Amendments to existing regulatory laws, ordinances, rules, and regulations or the enactment of new laws, ordinances, rules, and regulations shall not serve as justification for the Contractor to terminate its obligations herein, unless same make the completion of this Agreement impossible.

Article 8. Insurance

1. The contractor will provide proof of insurance in the following minimum amounts:

Commercial general liability insurance in the amount of:

\$1,000,000. General Aggregate Limit (other than Products-Completed Operations)

\$1,000,000. Products-Completed Operations Aggregate Limit

\$500,000. Personal & Advertising Injury Limit

\$500,000. Each Occurrence Limit

\$50,000. Fire Damage Limit

\$5,000. Medical Expense Limit

Commercial auto coverage insurance in the amounts of:

\$1,000,000. Liability/Combined Single Limit (Bodily Injury & Property Damage)

\$2,000,000. Umbrella policy

Proof of workers compensation policy

\$5,000. Auto Medical Payments (per scheduled units)

\$300,000. Uninsured & Underinsured Motorists

Workers' Compensation insurance in the amounts of:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

INSURANCE CERTIFICATES. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City. Proof of Insurance shall be provided to the City at commencement of this Agreement. Company will take steps to ensure that City is notified of any notice of cancellation of any of the above insurances required to be maintained by Company.

Article 9. Licenses and Permits

1. The Contractor shall obtain all required licenses and permits to legally perform the obligations of this Agreement.

Article 10. Transferability of Agreement

1. Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City.

Article 11. Exclusive Agreement

1. The Contractor shall have the sole and exclusive license and privilege to provide collection, transportation, and disposal or delivery services as provided in this Agreement

Article 12. Method of Payment

1. The City will provide Contractor a residential customer count monthly. Contractor will invoice the City monthly based upon the residential customer count provided by the City. The "count" will be determined as of the first day of each month and will not vary, up or down, during the course of the month regardless of a change in the count during the course of the month. Should the Contractor identify a discrepancy between the count provided by the City and any count calculated by Contractor based upon actual collection, Contractor may request an adjustment with the City supported by applicable data. The City will evaluate Contractor's request and adjust the Count, invoicing, and payment as appropriate, all to be reflected on the next month's invoice/payment. Contractor shall submit its invoice by the 10th day of each month for the current month and City will pay the invoice as appropriate by the end of each month.

2. The City shall receive payment directly from residential customers utilizing these services. The Contractor may work with customers on other trash related pickups outside of the single hauler program, but the Contractor will be responsible for invoicing and payment collection of said additional services.

Article 13. Indemnification

Except for the negligence of the City of Independence, Contractor shall indemnify, defend and hold the City, its' elected officials, officers, directors and employees (collectively, the "indemnified parties") harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, losses, costs, and expenses (including, without limitation, attorneys' fees) arising or resulting from, or suffered, sustained, or incurred as a result of any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in connection with the collection of Solid Waste, or other services provided by Contractor consistent with this Agreement.

City acknowledges that Contractor is not responsible for damage or wear and tear to City streets and/or other City pavement on which Contractor travels to collect Solid Waste, with the exception of damage caused by the negligent, reckless, or intentional behavior of Contractor, its agents, contractors, or employees.

Article 14. Breach

City and Contractor agree to the following provisions regarding the termination of this Agreement between the City and Contractor related to the alleged breach of this agreement. The parties agree that if Contractor fails to abide by any term of this Agreement, the City will give verbal notice to Contractor of the concern or alleged breach in an attempt to informally resolve the issue. If the issue persists, the City agrees to provide no more than three written notices to Contractor, with the goal of resolving the concern and/or breach. Upon the receipt of any such written notice, Contractor may request an opportunity to meet with the City Manager to discuss the concern, and upon Contractor request, may also be heard by the City Council. After a minimum of three written, unresolved, concerns and/or complaints of breach from City to Contractor, City may terminate this Agreement.

Article 15. Entire Agreement

This Agreement constitutes the entire understanding and intent of the Parties. This Agreement supersedes all prior negotiations, discussions, representations, and agreements by the Parties. Any modifications of this agreement must be made with the same formality as the original (including approval by the City Council), in writing, and signed and endorsed by both parties.

Article 16. Governing Law / Jurisdiction

1. This Agreement shall be subject to and enforced in accordance with the laws of the State of Iowa, with jurisdiction in the Iowa District Court, in and for Buchanan County.

Article 17. Fees

The following fees are agreed upon by both parties:

Per residential customer:

July 1, 2025 through June 30, 2026	\$17.92
July 1, 2026 through June 30, 2027	\$18.28
July 1, 2027 through June 30, 2028	\$18.83
After July 1, 2028	Negotiable

Article 18 Signatures

CITY OF INDEPENDENCE, IOWA, AN IOWA MUNICIPAL CORPORATION

By: _____
Matthew Schmitz, City Manager Date

KLUESNER SANITATION, LLC

By: _____
Craig Kluesner, President Date

APPENDIX A

Municipal Waste Collection Locations and Frequency of Collection

LOCATION

- City Hall
- Fire Station
- Street Department
- Veterans Park
- Library
- Airport
- Falcon Civic Center
- River's Edge
- Aquatic Center
- Parks Department
- RV Park
- Independence Baseball/Softball Complex
- Orchard Park
- Police Department
- Riverwalk/Teacher's Park
- Wastewater Treatment Plant

All locations listed above shall be dumped weekly at a minimum. If dumpsters need to be emptied before their normal pickup, the City will notify, and the Contractor will empty as soon as practical for their operations.

Sizes for each of the above locations shall be identified by either the City Manager or his/her designee or the Department Head in charge of the location. If the initially selected size needs to be modified, the City shall notify the Contractor, and they shall amicably agree before changes are made.

APPENDIX B

Bulk Residential Solid Waste

- Appliances, such as refrigerators, washing machines, dryers, dishwashers, stoves, and microwaves
- Electronics, such as televisions and monitors
- Furniture, such as couches, chairs, tables, and dressers
- Mattresses and box springs
- Large toys
- Other similar items fitting the definition of Residential Bulk Waste

APPENDIX C

City Wide Clean Up (Eligible Items)

- Dressers
- Mattresses
- Clothes
- Toys
- Box Springs
- Couches
- Household trash
- Dishes
- Chairs
- Glasses
- Tables
- Other similar items