

MUNICIPAL SOLID WASTE DISPOSAL CONTRACT

(Once per week pick-up)

This Agreement is made this 15th day of June 2022, by and between LaVeine Sanitation, hereinafter called the "Contractor" and the City of West Burlington, Iowa, a municipal corporation, hereinafter called "City".

The Contractor and City agree as follows:

1. For the consideration herein stated the Contractor shall furnish equipment and personnel for the pickup, removal, and disposal of solid waste in the City of West Burlington, Iowa.
2. **Definitions:** The term "solid waste" as used includes the following:
 - a. **Household garbage** - meaning all animal, fruit, vegetable, and other waste resulting from the preparation of food and drink.
 - b. **Rubbish** - consisting of paper, magazines, tin cans, bottles, jars, glasses or other containers and miscellaneous small junk.
3. **Equipment:** Contractor will furnish during the period of this agreement sufficient trucks, personnel, and other necessary equipment to pick up and dispose of solid waste in the City of West Burlington, Iowa, including a "Packer Truck" specifically designed for the collection and transportation of solid waste. All trucks furnished by the Contractor, including the aforesaid packer truck, will be of a type suitable for the collection of solid waste and every truck will meet the requirements of all State Statutes, City Ordinances, and Board of Health requirements. The Contractor shall pay for the service of all drivers and other personnel used to carry out the terms of this Solid Waste Disposal Contract, and the Contractor shall bear the expense of maintenance and operation of all trucks, and the cost of all labor and materials used in connection with the fulfilling of the terms of this contract.

The Contractor shall pay all tipping fees, and/or be otherwise responsible for the disposal of the solid waste.

4. **Pick Up** - The Contractor shall pick up solid waste from each household located within the City of West Burlington during the entire period of time covered by this contract. Said solid waste pick up shall be on a schedule to be agreed upon between the Contractor and the City with a tentative schedule providing for one pick up per week. The term

"household" shall include apartment buildings of four or fewer apartments, churches, and City-owned trash collection cans. The Contractor shall not be required, under the terms of this contract, to pick up solid waste from any business, apartment complex consisting of more than two buildings or more than four apartments per building, commercial, industrial, or educational concern or from any hospital or from any mobile home park or trailer court.

5. **Insurance and Indemnity** - This Contractor shall provide compensation insurance for all his employees or personnel in accordance with the Workmen's Compensation Law of the State of Iowa. The Contractor will agree to maintain and furnish the City with a certificate or certificates evidencing public liability and property damage insurance, with a limit of liability for bodily injury to or death of one person of not less than \$500,000.00 and with a total limit of liability for bodily injury to or death of more than one person of not less than \$1,000,000.00. The Contractor shall protect and save harmless said City for any damages to any real or personal property that may occur by reason of the Contractor's performance of this contract and from any suit or judgment or other action whatsoever which shall occur in such performance or growing out of anything done or intended to be done under the terms of this contract.
6. **Solid Waste Disposal Area** - The Contractor shall dispose of all solid waste in a Solid Waste Disposal Area approved by the Iowa State Department of Health, Des Moines County Board of Health, and the West Burlington City Council.
7. **Duration of Contract** - This contract shall begin on the 1st day of July 2022 and shall be in effect for a period of three (3) years and shall expire on the 30th day of June 2025.
8. **Consideration** - In consideration of the mutual agreement herein set out and in consideration of the strict performance of said agreements by the Contractor, the City shall pay to the Contractor, the sum of \$14.35 per household based on a house count of 1,024 pickups, payable in equal monthly installments, payable after the last Council Meeting of each month during the period of time covered by this contract.

Said per household monthly charge is the sum of two variables: tipping fee charges and collection charges. The Contractor and City agree that, at the effective date of this agreement, seventy percent (70%) of the per household monthly charge is attributed to collection services and thirty percent (30%) of the per household monthly charge is attributed to tipping fee costs. Future increases in the per household monthly charge will be determined by changes in these two variables, respectively, as set forth in Section 9, paragraphs B and C below. Therefore, the respective portions of the per household

monthly charge attributed to these two variables may change over the life of this Agreement.

9. Increases in Consideration

A. Increase in Pick-Ups. In the event there is an increase in pickups at the end of the first year covered by this contract of 25 households or more, excluding any households acquired by reason of annexation or the relocation of residences lost through condemnation or casualty loss such as fire or tornado or similar catastrophe, then both parties agree to renegotiate the balance due and owing by reason of this contract. Said renegotiations are to commence January 15, 2023, and each succeeding January 15 thereafter for the duration of this contract, upon 15 days' notice by either party hereto of the election to renegotiate the consideration for this contract. Any renegotiated consideration under this contract shall be effective for the succeeding fiscal year commencing on July 1 of that year.

B. Tipping Fee Increases. In the event the Des Moines County Regional Solid Waste Commission increases tipping fees for household refuse at its landfill, then, in that event, the per household monthly charge as set forth in Section 8 of this Agreement shall be increased per the following formula:

$$((A-B) \times .30) \times C = D$$

$$E = B + D$$

where:

A = current household monthly charge

B = inflationary increases for collection services (paragraph C below)

C = percent increase in tipping fee

D = new household monthly charge, less inflationary increases for collection service

E = new household monthly charge

C. Inflationary Increases for Collection Services. The per household monthly charge as set forth in Section 8 of this Agreement shall increase two percent (2%) on seventy percent (70%) of the initial monthly charge on July 1, 2022, per the following formula:

$$((W-X) \times .70) \times 1.02 = Y$$
$$Z = X + Y$$

where: W = current household monthly charge

X = tipping fee increases (paragraph B above)

Y = new household monthly charge, less tipping fee increases

Z = new household monthly charge Assuming no increase in the household monthly charge due to a tipping fee increase (per paragraph B above), the above formula results in a per household monthly charge of \$14.35 during the fiscal year ending June 30, 2024, and \$14.85 during the fiscal year ending June 30, 2025.

Fees are as follows July 1, 2022-June 30, 2023, \$14.35 per household.

July 1, 2023-June 30, 2024, \$14.35 per household

July 1, 2024-June 30, 2025, \$14.85 per household

10. **Assignment** - The Contractor shall not assign this contract or any part thereof without the written consent of the Mayor and the City Council of the City, and in the event that such consent is given, and an assignment of this contract is affected, nevertheless the Contractor and its surety or sureties shall remain liable for the faithful performance of the terms hereof during the period of time covered by such contract.
11. **Performance Bond** - The Contractor will, upon the acceptance of the contract by the City, file an approved surety bond in an amount equal to one-fifth (1/5th) of the total estimated yearly contract price. The surety bond shall be filed with the City Clerk on or before ten (10) days after the acceptance of the contract by the City and shall provide that the Contractor will well and satisfactorily perform and execute the work in all respects according to the contract for the work and will pay all debts incurred in the prosecution of the work and said bond shall indemnify the City against all loss by reason of any claims, defects, objections, liens, encumbrances, or cost of suit arising from the non-fulfillment of any provisions contained herein.
12. **Cancellation**
 - A. If Contractor at any time during the period of this contract fails to carry out the work that is to be done hereunder in a manner satisfactory to City, then City may, at its option, declare this contract immediately null and void, provided, however, the City shall not cancel this contract except for reasonable cause.
 - B. This contract may be canceled by mutual consent of the City and the Contractor by either party giving one (1) month's written notice of this request in writing to the other party, and by written agreement thereof.

C. Contractor may cancel this contract by giving three (3) month's written notice to City and by payment to City as liquidated damages a sum equal to the amount to be paid hereunder by City to Contractor for six (6) months' services commencing on the date of the signing of this contract.

D. If the Contractor fails to provide and place in operation a packer truck as required under the terms of this contract, the contract, the contract shall stand automatically canceled, and the Contractor shall pay to the City as liquidated damages a sum equal to the amount to be paid by the City to the Contractor for six (6) months service commencing on the date of the signing of this contract.

13. **Supervision of Work.** It is understood and agreed between the parties hereto that all work performed under this contract shall be done under the supervision of the Mayor and Council of City, or such person or persons as said City may designate, and all work done hereunder must be performed in a manner entirely satisfactory to said City and in compliance with all the statutes of the State of Iowa, Municipal Ordinances of the City and the rules and regulations of the Des Moines County and West Burlington Boards of Health.
14. **Contract Binding on Successors and Assigns** This contract shall bind and insure to the benefit of the administrators, successors, and assigns of the respective parties hereto.

Signed this ____ day of _____, 2022.

CITY OF WEST BURLINGTON
SERVICE

LAVEINES SANITATION

Ron Teater, Mayor

By:_____

ATTEST:

Kelly Fry, City Clerk

By: _____