

Whereupon, Council member Limerick moved that the following resolution be adopted:

RESOLUTION NO. 2024-11

RESOLUTION AUTHORIZING THE EXECUTION OF A SOLID WASTE COLLECTION AGREEMENT WITH THE TRASH MAN, LLC

WHEREAS, the City Council of the City of Eagle Grove hereby wish to enter into the attached Solid Waste Collection Agreement (AGREEMENT) with the Trash Man, LLC for solid waste and recycling services pursuant to the December 18, 2023 Solid Waste Collection RFP and Bid Letting review and associated award of Solid Waste Collection Services for the City of Eagle Grove, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA:

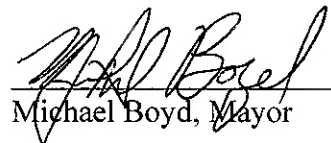
SECTION 1. That the City Council of the City of Eagle Grove hereby authorizes the Mayor and City Administrator to execute the attached AGREEMENT

The motion was seconded by Council member Axtell and after due consideration thereof, the roll was called, and the following Council members voted:

Ayes: Vandewater, Pamperin, Axtell, Lorenzen, Limerick

Nays: _____, _____, _____, _____, _____

Whereupon, the Mayor declared said Resolution duly passed and adopted this 20th day of February, 2024.



Michael Boyd, Mayor

ATTEST:



Bryce Davis, City Administrator/Clerk

GARBAGE COLLECTION SERVICES AGREEMENT

This Contract entered into on February 20, 2024, 2024, between the City of Eagle Grove, a municipal corporation, hereinafter called the "City" and The Trash Man, LLC an Iowa limited liability company, hereinafter called the "Contractor."

WITNESS

In consideration of the mutual promises of the parties, they AGREE as follows:

Article I SCOPE OF THIS CONTRACT

The work to be done consists of furnishing all labor, tools, equipment, and materials, supplies and services to perform all work and services necessary to satisfactorily collect solid waste and single-stream recycling from locations within the City of Eagle Grove, Iowa, transport collected solid waste and recycling to the disposal location, and perform all other work or services incidental to solid waste and recycling collection and transportation services in strict accordance with the terms and provisions of this Contract.

The work shall be commenced on April 1, 2024, and shall be completed on March 31, 2027, with the option to renew for an additional three (3) years with the written approval of both parties, or unless terminated sooner in accordance with the terms of this Contract. If the parties mutually agree to renew, then they shall do so in writing at least sixty (60) days before the end term of this Contract.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations set out below.

Article II DEFINITIONS

Whenever the following terms occur in this Contract, the interpretation shall have the following meanings unless such terms are defined in the City's Municipal Code, in which case the Municipal Code definition shall apply:

- a. Garbage shall mean all putrescible wastes allowed by the North Central Iowa Regional Landfill, excluding wild, non-processed animal offal and animal carcasses. Garbage shall not include sewage, waste oil and similar waste liquids, as well as recognizable industrial by-products from all public and private residences and establishments.
- b. Trash and Rubbish shall mean all non-putrescible waste materials, except ashes and combustible yard materials from all public and private residences and establishments.
- c. Refuse shall mean any combination of garbage, trash, and rubbish.

d. Service shall mean the complete removal of stored refuse from all public and private residences covered by this Contract, without regard for the degree of fullness of the storage container.

**Article III
PAYMENT**

As full consideration for performing all work and services set out in this Contract, the City agrees to pay the Contractor in accordance with the prices set out in the Contractor's Request for Proposal dated December 14, 2023. Acceptable itemized and certified invoices received by the first of the month will be paid in that month for services performed by the Contractor based upon the prices set out in the Contractor's Request for Proposal dated December 14, 2023.

**Article IV.
DELAYS AND DAMAGES**

If the Contractor refuses or fails to perform the work with such diligence as will insure its completion within the time specified in Article I and in the time specified in Contractor's Request for Proposal dated December 14, 2023, the City may terminate the Contract.

**Article V.
INSURANCE**

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, ten (10) days' prior written notice be sent by mail to the City. In each case, a Certificate of Insurance describing the coverage shall be furnished by the Contractor and shall contain appropriate wording to the effect that the policies described cover the Contractor's operation under this Contract.

- a. Worker's Compensation. Statutory coverage which shall include the filing by the employer with the Division of Workmen's Compensation the "Notice of Full Coverage of all Occupational Diseases" as provided by statute.
- b. General Liability. Insurance with limits of \$500,000 per person in any one claim and subject to that limit for each person, \$1,000,000 for two or more persons in any one accident for bodily injury liability on the comprehensive form.
- c. Automobile Public Liability and Property Damage. Insurance with limits of \$500,000 per person in any one claim, and subject to that limit for each person, \$1,000,000 for two or more persons in any one accident for bodily injury liability and \$1,000,000 for property damage liability on the comprehensive form covering all owned, non-owned, and hired automobiles which will be used in connection with the work to be done under this Contract, and which are or are not for use exclusively on the premises at which the work under such Contract is performed. The Contractor may purchase at its own expense additional or other insurance protection as it may deem necessary.

Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies.

**Article VI
PERMITS AND LICENSES**

The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain them in full force and effect.

**Article VII
AREA INCLUDED IN THIS CONTRACT**

The Contractor shall furnish Refuse Collection Services within limits of the City of Eagle Grove, Iowa, as may be amended or modified during this Contract.

**Article VIII
REFUSE COLLECTION**

- a. All refuse shall be collected from containers and receptacles provided by Contractor. The Contractor must collect refuse from residential properties.
- b. Before moving loaded containers, the Contractor shall tightly close and latch lids and doors to eliminate spillage. The loaded units shall be completely emptied of all refuse and returned to the original locations from which they were removed. Container lids shall be closed after dumping. The fact that the access to the container may be blocked will not relieve the Contractor from the responsibility for servicing the unit. The City and the owners of private properties will maintain in passable and usable condition adequate access drives for removal and service of the containers.
- c. The Contractor shall conduct its operation to interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make approved temporary provisions as are required to maintain at least one lane of traffic.
- d. All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon the City's or privately owned premises. The contractor shall hold and save the City free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by its operation on premises of third persons.

**Article IX
RESIDENTIAL COLLECTION**

The Contractor shall service the City's wards as follows: Ward 3 (Monday; Ward 4 (Tuesday); Ward 1 (Thursday); and Ward 2 (Friday). Routes and maps may change during the Contract.

The Contractor is responsible for distributing education materials with containers during container distribution.

**Article X
DISPOSAL OPERATIONS**

- a. All refuse collected in the City by the Contractor shall be delivered to the North Central Iowa Area Landfill.
- b. All refuse, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, lane, right-of-way or place, shall become the property of the Contractor until deposited in the sanitary landfill.
- c. Tipping fees, if any will be paid directly by the Contractor.

**Article XI
INSPECTION**

All services shall be subject to inspection, examination, and test by an inspector designated by the City at all times during the term of this Contract. The City shall have the right to reject defective services and to require their correction. Rejected services shall be satisfactorily corrected without charge. If the Contractor fails to proceed to correct the defective services, the City may proceed with corrective work and all direct costs occasioned in the performance of the corrective work shall be withheld and deducted from any payments due to the Contractor.

**Article XII
REPAIR OF CONTAINERS**

The Contractor is responsible for the delivery, maintenance, repair and replacement of all containers.

**Article XIII
EQUIPMENT REQUIRED BY THE CONTRACTOR**

- a. Trucks and other equipment for collecting refuse shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be watertight to prevent spillage of wet residue of refuse from the truck or other equipment body onto the streets, roads, or grounds. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling garbage will be acceptable. Sufficient collection equipment shall be maintained and used by the Contractor to perform service in accordance with established schedules approved by the City.
- b. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with rear warning lights, and the name of the Contractor shall be prominently

displayed. Contractor shall not use a firm name containing "City" or other words implying municipal ownership.

c. The Contractor shall always maintain all trucks and other equipment in a clean and sanitary condition.

d. The Contractor shall maintain all of its equipment in good working condition at all times. The Contractor shall withdraw from service and promptly repair any piece of equipment which, in the opinion of the City, is unsafe, fails to operate properly or otherwise does not meet other provisions of this Contract.

e. All refuse hauled by the Contractor over public streets of the City of Eagle Grove in open-type containers or vehicles shall be securely tied and covered during hauling to prevent leakage, spillage or blowing.

Article XIV WORK SCHEDULE

a. Scheduled work may start as early as practical and must be completed by 5:30 p.m. Work at other hours or days will not be required of the Contractor unless it has failed or has been unable to meet the Contract schedule due to unusual and special conditions such as weather or other extreme conditions. The entire cost of overtime necessary to comply with the schedule shall be borne by the Contractor and shall not be considered a basis for additional reimbursement.

b. Holidays upon which work will not be required are to be communicated by the Contractor to the City and its residents. Work schedule shall either be moved back one or two days or forward one or two days, depending upon what day of the week the holiday occurs, so that every scheduled location receives its regularly scheduled weekly service. Service shall return to the normal work schedule within two days.

c. Contractor may postpone collection due to severe weather upon mutual agreement between the City and the Contractor. "Severe weather" shall include, without limitation, instances in which snow, sleet, ice, or cold (in which the temperature at 6 a.m. is negative twenty (-20) degrees Fahrenheit or colder) might jeopardize the safety of the Contractor's staff or pose the risk of unsafe driving conditions. Contractor will notify the City via telephone and email by 7 a.m. Contractor will also provide notice on its social media pages and website as applicable. In that event, collections will be postponed a day, including Saturdays. If more than one severe weather disruption occurs in a calendar week, then one service day may be pushed to the following week, and Contractor shall collect all extra volumes caused by the postponed collection.

Article XV ADDITIONAL SERVICES AT REQUEST OF BUSINESS FIRMS OR RESIDENTS

The Contractor will be permitted to make agreements with and perform additional services for business firms, contractors, churches or residents within the City of Eagle Grove, washing and steam cleaning containers, repairing containers and collection of garbage and refuse within the

City so long as the additional work does not interfere with or hamper the maintenance of the schedule under this Contract, and is not included in the work or services required to be performed under this Contract.

Article XVI
COMPLIANCE WITH CITY ORDINANCES AND REGULATIONS

The Contractor shall comply with all present or future public health and sanitary regulations of the City. In addition, the Contractor shall comply with all present and future ordinances which influence or regulate garbage and disposal operations within the City.

Article XVII
RATE OF PROGRESS

- a. Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient forces, plant and equipment to insure the prosecution of the work in accordance with the approved schedules and its completion not later than the respective allowed times for completion as set out in these Contract documents. Should the Contractor refuse or fail to comply with its obligations set out in the preceding sentence after receipt of any written directive or verbal request by the City that the Contractor furnish additional forces, plant or equipment or work additional hours, overtime operations, Sundays or holidays, the City may terminate the Contractor's right to proceed with any part of the work under this Contract.
- b. Whenever the City notifies the Contractor of locations which have not received scheduled service, the Contractor shall be required to service the locations as soon as reasonably practicable.

Article XVIII
TERMINATION

All terms and conditions of this Contract are considered material, and failure to perform any of the terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of the terms or conditions, the City shall have the right to terminate the Contract.

Article XIX
INDEMNIFICATION BY CONTRACTOR

The Contractor agrees to protect, indemnify and save harmless the City against all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the

course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

Article XX
SUBCONTRACTING AND ASSIGNMENT

Contractors shall not enter any subcontracts, leases, agreements, or assignment of or pertaining to this collection and disposal contract, or any interest or right here, either voluntarily or by operation of law, without prior written approval of the City of Eagle Grove.

Article XXI
ADMINISTRATION

- a. The administration and enforcement of this Contract shall be the responsibility of the City Administrator or its designated representative, or representatives.
- b. The City Administrator shall recommend for adoption by the City Council, in resolution form, any rules or regulations required to enforce or carry out the terms and conditions of this Contract.

Article XXII
CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Contract that all legal provisions of law are required to be inserted here, shall be and are inserted here. However, if by mistake or otherwise, some such provision is not inserted here, or is not inserted in proper form, that upon the application of either party, the Contract shall be amended to strictly comply with the law without prejudice to the right of either party.

Article XXIII
ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin.

Article XXIV
CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties that this agreement shall constitute a Contract for the collection and disposal of refuse and that it shall not constitute a franchise, nor shall it be deemed or construed as such.

Article XXV

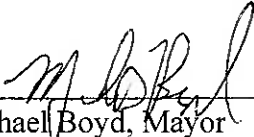
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**Article XXV
RESIDENTIAL COMPLAINTS**


The Contractor shall have a phone number and email that residents can use for concerns. Contactor shall provide contact information on education materials. Prompt customer service is imperative. Residents may contact the Contractor directly with complaints. Failure by the Contractor to resolve complaints within 24 hours authorizes the City to reduce payments to the Contractor or terminate the Contract.

IN WITNESS, the parties have executed this contract as of the day and year first written above, the City of Eagle Grove, by its Mayor, by authority given.

City of Eagle Grove

By: 
Michael Boyd, Mayor

The Trash Man, LLC

By: 
Print Name: Christopher S Kehoe
Title: General Manager