

## **GARBAGE AND RECYCLING**

This contract is made effective on January 1<sup>st</sup>, 2025 by and between the CITY OF PAULLINA, hereinafter known and referred to as "CITY" and ORANGE CITY SANITATION INC. DBA O.C. SANITATION hereinafter referred to as "HAULER" for a period of two (2) years.

Both parties have agreed and put into writing these terms for said contract:

1. The Contract Term will be for (5) years. Starting January 1<sup>st</sup>, 2025, ending December 31<sup>st</sup>, 2029. At the end of this term, this contract will automatically renew yearly unless the City or Hauler provides 60-day notice prior to January 1<sup>st</sup>, 2030. If both parties cannot come to a mutual agreement, the City may request open bid requests.
2. The City agrees to pay the Hauler the following amount for each occupied household in the City.
  - The standard pricing would be \$17.50 per month per residence which includes one 65-gallon garbage container and one 95-gallon recycling container.
  - *If you wish to discuss residents being able to have bigger or more containers, please contact our office or we can discuss it in a council meeting.*

For the first two years of this contract (January 1<sup>st</sup>, 2025, through December 31<sup>st</sup>, 2026) there will be no increase in pricing. After this two-year period, an annual 3% increase will be applied starting on January 1<sup>st</sup>, 2027. This increase will continue to be applied each year throughout the duration of the contract. All such amounts shall be collected by the City on its monthly utility bills and shall be remitted to the Hauler not later than the 20<sup>th</sup> day of the following month.

3. The Hauler agrees to once a week garbage service.
  - Hauler will pick up all garbage every *-day of the week to be decided-* (except holidays) once each week at each occupied residence in the city. When said holidays arise, service day will most likely be one day later or earlier. A tentative holiday schedule will be sent at the beginning of the year, if any changes arise the Hauler will notify the City at a minimum of 30 days prior to the holiday. The Hauler is closed six holidays a year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Any other Federal Holidays we are still open for service.
  - Garbage must be placed in provided totes, with all articles completely enclosed in the toter for these services. The toter is to be placed at the curb with opening facing street or alley by 7:00AM each service day. The hauler has till 4:00 PM to finish collections for that day. If in the case of an emergency, the Hauler cannot complete pick-up at the stated time, they must notify the City offices no later than 12:00 noon.
  - Toters must be placed within 3ft of curb or alley and 6ft from any obstacles around or above the container that could potentially cause ANY property damage. If the hauler's employee is not able to safely reach the toter with automatic arm, the container will be left until obstacles are cleared and will be picked up when we have a truck in town. If a return fee is applied, that fee must be paid in advance for us to return.
  - No items taller than totes can be placed out for your weekly pickup. These items must be cut down and be able to fit inside your toter, if this is not possible a special pick up is required by calling the Haulers office to schedule. A fee will be required for this service.

- The Hauler is not to be held accountable for mother nature's actions, for example, containers being blown over by wind. If the toter is blown over due to wind, the driver is not responsible for getting out of the truck and placing the toter upright to be able to pick it up. Any contents that fall out of the toter due to overfilling or not bagging garbage, will not be picked up by hauler (having all garbage in bags greatly assists in a clean pick-up).
  - The Hauler has a tag program available to all residents, these tags are located at the city office for \$1.00. EACH tag covers an additional 35 gallons of garbage (1x33-gallon bag, 2x13-gallon kitchen bags if this is recycling place in a box and not bags). The extra must be bagged and set on ground to the side of the Toter, with tag attached, and facing outward for driver to see. We will not pick up multiple grocery store bags on the ground.
4. The Hauler will be responsible for all gate fees at the Sanitary Landfill site as well as all other costs and expenses related to the performance of this contract for garbage collection and hauling.
  5. Commercial business pick-ups are NOT included in the fee set forth in paragraph two (2) above. Each individual business will have to contact or be contacted by the Hauler themselves to set up the service and pay through their own account. In attempt to assist in this transition for the commercial businesses the Hauler will provide a 10% discount extending until December 31<sup>st</sup>, 2025, and a 5% discount that will be effective from January 1<sup>st</sup>, 2026, to December 31<sup>st</sup>, 2026. This discount is only available for business within city limits. Additionally, city owned entities such as city hall, the fire station, the pool, or the library, etc. that require commercial service can have their regularly scheduled service at no cost. This would not include any city owned campgrounds or services outside of scheduled pick up.
  6. The Hauler shall provide one cleanup each year in the spring or fall for the residents of the City.
    - Option #1 is the flag system. Each flag will be priced according to that specific years' service (currently \$15). The flag must be visible and placed in front of the pile that is placed at the curb for pickup.
    - Option #2 is using our roll off services. We would place 1-2 roll offs in a specified city location for a week. Citizens would bring items as written below. The city would be responsible for monitoring the site during business hours. The city would also be responsible for the cost which would consist of the hauling fee as well as the tonnage fee at the landfill.
    - Allowable items included in these cleanup options are as follows. Normal household trash, and home cleanup materials, old furniture, mattresses, and carpet. Items that will NOT be picked up: construction materials or shingles, NO electronics, TV's, computers and/or components, appliances, microwaves, hot water heaters, humidifiers, de-humidifiers, air conditioners, chemicals, auto components, tires, batteries or fluids, paint, metal, steel, iron, rocks, or concrete.
  7. The Hauler shall indemnify and hold harmless City, its Mayor, council members, employees, and other representatives against all liability or loss, and against all claims or actions based

upon or arising out of damage or injury, including death, to person or property caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, ordinance, building code and /or regulation, and the defense of any such claims or actions.

8. The Hauler shall furnish all equipment necessary for the collection of garbage and the hauling of said garbage to the Sanitary Landfill. Said equipment shall include a vehicle of a type customarily designed and used for the collection and hauling of garbage.
9. The Hauler agrees that at their own expense they will procure and maintain minimal vehicle casualty and liability insurance in a responsible company, or companies authorized to do business in the State of Iowa in amounts not less than \$300,000 for any one person injured, and \$300,000 for any one accident, and with the limits of \$300,000 for property damage. The Hauler further agrees that he will at his own expense procure and maintain general liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in the amounts not less than \$300,000 for an one person injured, and \$300,000 for any one accident, and with the limits of \$50,000 for property damage, protecting the City against such claims, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening resulting from the exercise of this contract. Certificates or copies of said policies shall be provided to the City showing the above minimal coverages and Hauler agrees to give the City fifteen (15) days' notice prior to cancellation of any of the policies.
10. Fuel Surcharge and Landfill Tonnage Rates:
  - Due to increased fuel prices a fuel surcharge may be added as follows:
  - A \$.10 increase per residence per month will occur if the average diesel fuel pump price in Paullina goes above \$3.75 per gallon for every increment of \$.25 per gallon. A \$.10 decrease will occur if the above fuel price goes below \$2.50 per gallon for every increment of \$.25 per gallon. The date to determine these fuel prices is the 18<sup>th</sup> day of each month, unless the 18<sup>th</sup> falls on a weekend then it will be the following Monday.)
  - Landfill tonnage increase: If Landfill rates go up \$1.00 more per ton from the current rate of \$42 per ton, the monthly household rate will increase \$.15 per dollar increase. Notice of the increase will be made to the City prior to the increase taking place.
11. It is understood and agreed that this contract is the complete agreement between the parties and that any alteration or variation hereof shall be null and void unless agreed otherwise in writing. After signing this contract, please include a completed list of all dumpsters that are under the City of Paullina and how often they need to be picked up.

IN WITNESS WHEREOF, the parties have executed this Contract at Paullina, Iowa on \_\_\_\_\_  
\_\_\_\_\_, 2024.

**HAULER:**

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Brad Wielenga,  
O.C. Sanitation Inc., Owner

**CITY OF PAULLINA:**

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Mayor

**ATTEST:**

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City Clerk