

RESOLUTION NO. 1307

RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN TRASH REMOVAL AND RECYCLING AGREEMENT WITH JOHNSON COUNTY REFUSE, INC.

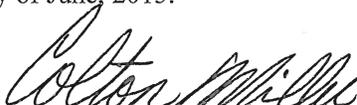
WHEREAS, the City of West Branch previously entered into an agreement with Johnson County Refuse to provide its residents with trash removal and recycling services; and

WHEREAS, the City Council believes that Johnson County Refuse is providing excellent, affordable services for its citizens, and therefore, desires to amend the current agreement; and

WHEREAS, the City Attorney has drafted an amendment which requires approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned amendment is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute this Amendment on behalf of the City.

Passed and approved this 1st day of June, 2015.



Colton Miller, Mayor Pro Tem

ATTEST:



Matt Muckler, City Administrator/Clerk

AMENDMENT TO THAT CERTAIN TRASH REMOVAL AND RECYCLING AGREEMENT BY AND BETWEEN THE CITY OF WEST BRANCH, IOWA AND JOHNSON COUNTY REFUSE, INC.

REFERENCE IS HEREBY MADE to that certain Trash Removal and Recycling Agreement (the "Agreement") dated as of the 1st day of May, 2010, by and between the City of West Branch, Iowa (the "City") and Johnson County Refuse, Inc. (the "Contractor").

THE AGREEMENT IS HEREBY AMENDED as follows:

1. That paragraph 2 is hereby amended to reflect the start date of this Amendment being July 1, 2015 and hereby terminating June 30, 2020.
2. That the agreement is hereby amended by adding and incorporating these additional terms:
 - a. That the Contractor will provide a semi-annual "Clean-Up Day" to be held on the 1st Saturday of May and 1st Saturday of November from 7 am to 11 am in the Water Street Parking Lot. Contractor will invoice the City for the tipping fees for these "Clean-Up Days."
 - b. That the Contractor will make recycling services available to commercial businesses and multi-family residential buildings that are not offered said service pursuant to the West Branch City Code. Any fees/rates to be charged will be negotiated directly with the commercial entity desiring the service.
3. IN ALL OTHER ASPECTS NO MODIFIED ABOVE, THE AGREEMENT REMAINS IN FULL FORCE AND EFFECT.

Dated this 1 day of June, 2015.

JOHNSON COUNTY REFUSE, INC.

By: 

Its: _____

CITY OF WEST BRANCH


Colton Miller, Mayor Pro Tem

ATTEST:


Matt Muckler, City Administrator/Clerk