

RESOLUTION NO. 2025-78

RESOLUTION APPROVING AN AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES WITH LAKESHORE RECYCLING SERVICES, LLC.

WHEREAS, the City of West Branch solicited proposals for the collection of solid waste and recycling throughout the city; and

WHEREAS, the City Council has heretofore deemed it desirable to enter into a five (5) year agreement with Lakeshore Recycling Services, LLC ("LRS") to provide for the collection of solid waste and recycling in the City; and

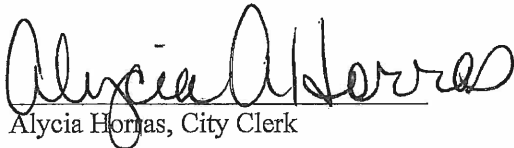
WHEREAS, to that end, the City Attorney has drafted an agreement with LRS for the period of July 1, 2025 through June 30, 2030 (the "Agreement"), which now requires the approval of the City Council.

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

Passed and approved this 7th day of July, 2025.


Roger Laughlin, Mayor

ATTEST:


Alycia Horras, City Clerk

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of West Branch, Iowa, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "City," and LRS of Iowa, LLC, 5500 Pearl Street, Rosemont, Illinois 60018, hereinafter referred to as "Hauler." In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

- a. "Aluminum cans" shall mean disposable aluminum beverage containers.
- b. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material.
- c. "Brush" means woody stems and branches greater than ½-inch in diameter, Evergreen trimmings and thorny brush.
- d. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators, television sets, washing machines, dryers, and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container. Expressly excluded from this definition are tires, hazardous substances, dead animals or batteries.
- e. "City" shall mean the City of West Branch, Iowa.
- f. "Collection bag" shall mean a plastic, watertight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- g. "Construction and demolition waste" shall include but not be limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- h. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- i. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- j. "Dwelling unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- k. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.
- l. "Glass containers" shall mean glass bottles and jars made from clear, green

or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.

- m. "Hauler" shall mean Lakeshore Recycling Services, LLC.
- n. "Household" shall be composed of persons that reside together in a dwelling unit
- o. "Newspaper" shall mean non-glossy paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as recyclable.
- p. "Non-collectible waste" shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.
- q. "Paper bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.
- r. "Residential solid waste" shall mean refuse, recyclables, and bulky waste.
- s. "Refuse" shall mean solid waste such as food waste, trash, rags, ceramics, non-recyclable glass, paper (except unsoiled newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.
- t. "Recyclables" shall mean designated consumer wastes that are collected and marketed for resources recovery, including unsoiled newspapers, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.
- u. "Removal" shall mean collection and disposal.
- v. "Tags" shall mean the tag (commonly referred to as a sticker) designated by the City which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.
- w. "Tin and steel can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

SECTION 2. SCOPE OF WORK.

a. The Hauler agrees to collect and dispose of Recyclables from each single-family dwelling and two-unit dwelling and condominium unit in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this Agreement every 30 days. The monthly cost per dwelling unit for collecting and disposing of

Residential solid waste shall be as set forth in the "Schedule of Fees" attached as Appendix A and made a part of this Agreement by this reference.

b. The Hauler agrees to collect and dispose of all Refuse for each of the dwelling units listed above once each week as requested by the owner or occupant in strict compliance with all applicable laws and regulations. Options for Refuse pickup include:

- A 35-gallon container picked up weekly
- A 65-gallon container picked up weekly

All Refuse, with the exception of extra Refuse, must be placed at the curbside in the containers currently being used by the Hauler. Extra Refuse shall be secured in a collection bag, affixed with a tag and placed on the top of the refuse container. All solid waste disposal unit and monthly fees listed in this Agreement are inclusive of the cost of applicable landfill tipping fees, which are the responsibility of the Hauler, except as noted.

c. The Hauler agrees to collect and dispose of all Recyclables for each of the dwelling units listed above once each week in strict compliance with all applicable laws and regulations. Options for recycling pickup include:

- A 65-gallon container picked up weekly
- A 95-gallon container picked up weekly

d. The Hauler agrees to collect and dispose of all Bulky Waste. Bulky Waste shall be collected by a separate agreement between the Hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit. Bulky Waste shall be charged based upon the schedule listed on Appendix A to this Agreement. The cost of each Tag/Sticker is shown on Appendix A.

e. The Hauler agrees to collect and dispose of all bulky waste for all dwelling units under this contract for annual spring and fall cleanup. Said cleanup events will be held at a central site at a time and place to be coordinated between the City and the Hauler. The City shall pay the Hauler \$500 for each citywide cleanup event. In addition, Hauler's staff will work the cleanup events.

f. The Schedule of Fees attached hereto (Appendix A) is based on the fee schedule submitted by Hauler. The Schedule of Fees is subject to a 3.5% rate adjustment based on the proposal from Hauler, with the exception of no increase between years 1 and 2 of this Agreement. Any further adjustment with fees shall need to be mutually agreed upon.

SECTION 3. INSUFFICIENT SERVICE PENALTY.

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 7:00 a.m. to 5:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to 5 percent of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within 10 days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within 10 days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final. By entering this Agreement, the Hauler waives any rights it may have to argue that said insufficient service penalty is not collectable under common law.

SECTION 4. TERM OF CONTRACT.

This Agreement shall be in force from July 1, 2025, until June 30, 2030, unless terminated as provided herein. There will be a contract and service review after July 1, 2027, to ensure that the elements of the contract are being adhered to. In the event Hauler plans to sell the company, a 6-month notice shall be provided to the City in writing. The written notice shall provide information on the purchasing company including the name of the company and contact information so that we may reach out to discuss a possible contract. The Hauler may not assign this contract without the express, prior written consent of the City.

SECTION 5. COLLECTION SERVICE REQUIREMENTS.

- a. The Collection of residential solid waste shall be confined to Friday and such collection shall occur between the hours of 7:00 a.m. and 5:00 p.m. on any collection day. Saturday collection shall be allowed in a week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limits and days, during the week for residential solid waste collection and disposal.
- b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.
- c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the Hauler shall post and publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.

- d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse and recyclable waste in any established collection district within the City on the approved schedule.
- e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.
- f. All solid waste and recyclable material collected by the Hauler shall become the property of the Hauler at the time of collection.
- g. The Hauler shall remove from the City all residential solid waste collected each week and dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall have input on the disposal locations and recycling centers, which approval shall not be unreasonably withheld.
- h. The Hauler shall not be required to remove construction materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.

SECTION 6. VEHICLES

- a. All trucks, trailers and other equipment used to collect, haul or transport solid residential waste shall at all times be kept clean, in good repair and well painted.
- b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type of truck.
- c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.
- d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.
- e. The Hauler shall submit an Equipment List prior to July 1, 2025, and shall update

the same annually, all of which shall be a part of this Agreement by this reference.

SECTION 7. CONTAINERS

a. Upon approval of the Agreement the Hauler shall continue to provide each dwelling unit with one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid. Container sizes for each dwelling unit will be determined by the owner/occupant based on the options included in Section 2 of this Agreement. All containers used by Hauler will remain property of the Hauler.

b. Recyclables may be commingled in recyclable containers.

c. The containers shall remain the property of the Hauler. If the owner/occupant of the dwelling unit loses or destroys the container by misuse, a charge for replacement may apply. If a container deteriorates by reason of time, normal use, weather, or a container is damaged by reason of an act of God or other act beyond the owner's/occupant's control, said owner/occupant shall obtain a replacement container from the Hauler at no cost.

d. The owner/occupant can change the size of the containers one (1) times within the first 60 days of occupancy at no charge. After the initial grace period, an increase or decrease in the size of the refuse or recyclable container will result in a charge to the owner/occupant in the amount to \$30.00.

SECTION 8. OFFICE FOR INQUIRIES AND COMPLAINTS.

a. The Hauler shall maintain an office within Johnson County and shall maintain a local telephone number therein listed in the local directory in the name of the Hauler as it appears in the Agreement. The Hauler shall at all times during the hours between 8:00 a.m. and 5:00 p.m. on each day that residential solid waste is collected have an employee at said office authorized to answer inquiries and receive complaints.

b. If a dwelling unit is missed, not by the fault of the dwelling unit owner/occupant, the Hauler shall collect said dwelling unit no later than 24 hours following the date and time of notification, provided that said is not a Sunday or a holiday. If the following day is Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

SECTION 9. METHOD OF PAYMENT.

a. The City will act as billing and collection agent for the Hauler for the costs of collection and disposal of Recyclables and Refuse. All monthly Refuse and Recycling Fees collected by the City shall be paid to the Hauler within 30 days of receipt of the invoice from the Hauler for the preceding month's service.

b. In addition, the Hauler shall be responsible for the sale and collection of revenue for all tags defined therein. There shall be no markup of the rate per tag by any sales outlet that engages in the sale of said tags other than that approved by the City. Tags will be sold at outlets

that agree to sell the Tags. The Hauler shall be responsible for the printing of the Tags, as currently in use by the Hauler.

c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the Finance Officer.

SECTION 10. STATUTES AND REGULATIONS

The Hauler shall at all times comply with all applicable provisions of the West Branch Code of Ordinances and amendments thereto that may be enacted by the City Council. In addition, the Hauler shall comply with all applicable laws and regulations of Cedar and Johnson Counties, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 11. PERMITS AND LICENSES

The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-referenced collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above-referenced permits and licenses will be provided to the City.

SECTION 12. INSURANCE AND INDEMNIFICATION.

a. The Hauler shall assume responsibility and shall indemnify, defend and hold harmless the City, its employees and appointed officials, for any and all damage to property or injuries to persons, including accidental death, which is caused directly or indirectly by the Hauler's performance under this Agreement, whether such performance is by the Hauler, its agents, employees or assigns.

b. The insurance to be maintained by the Hauler shall be written as follows:

i. **Worker's Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
- B. Endorsed to provide 30 days' notice prior to cancellation.

ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operations for 3 years (construction projects).
- C. Endorsed to provide 30 days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide 30 days' notice prior to cancellation.

iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide 30 days' notice prior to cancellation.

v. The insurance company and the Hauler expressly agree and state that the purchase of this policy of insurance by the Hauler will not waive any of the

defenses of governmental immunity available to the City under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

vi. 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 accepted to the City. These insurance policies shall not be canceled without at least a 30-days prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of their operations.

c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall include a 30-day notice to the City in the event of cancellation or change in the terms of the policy.

d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance with this Section to be in full force and effect for the entire term of this Agreement. Violations of this Section, whether the fault of the Hauler or not, shall be grounds for immediate termination of this Agreement.

SECTION 13. PERSONAL LIABILITY

a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

SECTION 14. TERMINATION.

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for cancellation and termination of the Agreement. If a breach has been committed, the other party shall notify the breaching party of said breach specifying the nature of the breach and give the alleged breaching party sixty (60) days to remedy said breach. If the breaching party fails to remedy the breach within said sixty (60) day time period, the other party may cancel and terminate the Agreement and seek any and all remedies allowed by law. The breaching party shall pay, in addition to any monetary damages, shall also pay reasonable attorneys' fees and costs necessary to enforce the terms of this Agreement.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste and recyclables on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

SECTION 15. NOTICES.

The parties may be notified or contacted at the following address and phone numbers:

City Administrator
City of West Branch
110 N. Poplar Street
PO Box 218
West Branch, Iowa 52358
(319) 643-5888

Matt Foster
Lakeshore Recycling Services, LLC
970 238th Street
North Liberty, Iowa 52317
(319) 930-1445

All notices under this section may be hand delivered or sent via U.S. Mail, postage prepaid, and shall be deemed delivered upon hand delivery or after three (3) days have passed once a notice is dropped in a U.S. Mail depository, postage prepaid, by the party sending the notice.

DATED this 7 day of JULY, 2025.

CITY OF WEST BRANCH, IOWA:

By: Roger Laughlin
Roger Laughlin, Mayor

ATTEST:

By: Alycia Horras
Alycia Horras, City Clerk

LAKESHORE RECYCLING
SERVICES, LLC:

By: Joseph B. Swan

JOSEPH B. SWAN
Print name and title
Manager Municipal Services

APPENDIX A

SCHEDULE OF FEES

	Jul '25	Jul '26	July '27 + 3.5%	Jul '28 + 3.5%	Jul '29 + 3.5%
Trash – 35 gallon	\$12.75	\$12.75	\$13.20	\$13.66	\$14.14
Recycling 65/95 gallon	\$ <u>4.75</u>	\$ <u>4.75</u>	\$ <u>4.92</u>	\$ <u>5.09</u>	\$ <u>5.27</u>
Total Monthly Cost	\$17.50	\$17.50	\$18.12	\$18.75	\$19.41
Trash – 65 gallon	\$14.75	\$14.75	\$15.27	\$15.80	\$16.35
Recycling 65/95 gallon	\$ <u>4.75</u>	\$ <u>4.75</u>	\$ <u>4.92</u>	\$ <u>5.09</u>	\$ <u>5.27</u>
Total Monthly Cost	\$19.50	\$19.50	\$20.19	\$20.89	\$21.62
Bulky Waste					
Individual Tag/Sticker	\$3.00				