

RESOLUTION 2026-87

**RESOLUTION APPROVING AN AGREEMENT FOR SOLID WASTE AND RECYCLING
COLLECTION SERVICES WITH SMITH SANITATION SERVICES, LLC.**

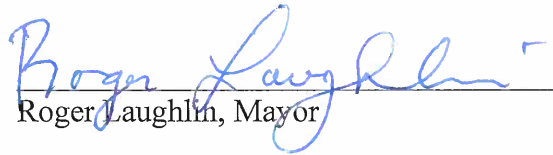
WHEREAS, the City of West Branch solicited proposals for the collection of solid waste and recycling throughout the city; and

WHEREAS, the City Council has heretofore deemed it desirable to enter into a five (5) year agreement with Smith Sanitation Services, LLC 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 Smith Sanitation Services, LLC for the period of September 1, 2026 through September 1, 2031 (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 Smith Sanitation Services, LLC 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 17th day of August, 2026.


Roger Laughlin, Mayor

ATTEST:


Alycia Friis, 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, hereinafter referred to as "City," and Smith Sanitation Services, LLC, 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. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators (unless it contains a component having hazardous substances, such as Freon, in which event disposal would be by special arrangement only), 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.
- d. "City" shall mean the City of West Branch, Iowa.
- e. "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.
- f. "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.
- g. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- h. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- i. "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.
- j. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.
- k. "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.

- l. "Hauler" shall mean Smith Sanitation Services, LLC.
- m. "Household" shall be composed of persons that reside together in a dwelling unit
- n. "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.
- o. "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.
- p. "Residential solid waste" shall mean refuse, recyclables, yard waste and bulky waste.
- q. "Refuse" shall mean solid waste such as food waste, trash, rags, ashes, 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.
- r. "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.
- s. "Removal" shall mean collection and disposal.
- t. "Tags" shall mean the tag (commonly referred to as a sticker) designated by the City of West Branch which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.
- u. "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, multi-family dwelling and apartment complexes, but not including mobile-home parks, 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 or every other 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 provided 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 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. Hauler staff will work at the cleanup. The Hauler agrees that the first cleanup in a calendar year will be free to the City and the City agrees that a second cleanup in a calendar year will be charged at \$750.00.

e. 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 5-year fixed price. Any 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 6:00 a.m. to 4:00 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 September 1, 2026, until August 31, 2031, unless terminated as provided herein. 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. The City shall have the right to terminate this Agreement upon transfer of the company by the Hauler within 90 days after receiving the Hauler's notice to transfer the company.

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 6:00 a.m. and 4:00 p.m. on any collection day. Friday 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 approval 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 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 day and dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.
- h. The Hauler shall not be required to remove waste building 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.
- i. Household appliances, interior remodeling and containable refuse must be collected and disposed of by the Hauler if the owner/occupant contacts the Hauler and makes necessary pickup and financial arrangements to have the above items disposed. Such service furnished by the Hauler will be charged to said owner/occupant in accordance with the approved Schedule of Fees maintained at the office of the City Clerk and Hauler. Such special services shall be billed and collect by the Hauler.
- j. The Hauler shall be responsible for the submission of monthly reports including but not limited to: the total weight of recyclable materials collected, and the refuse tonnage disposed at the landfill. The City may withhold payment until the Hauler has submitted the above-referenced reports and receipts.

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 September 1, 2026, and shall update the same annually, all of which shall be a part of this Agreement by this reference.

SECTION 7. CONTAINERS

a. Hauler shall provide one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid with the recycling container being identified with a yellow 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 City.

- b. Recyclables may be commingled in recyclable containers.

SECTION 8. ROUTES AND CHANGES

a. The Hauler shall prepare and file with the City prior to the commencement of this Agreement a collection and disposal schedule together with a complete map of the residential solid waste collection districts within the City. The Hauler shall indicate thereon in an easily understandable manner the days of collection for each district. This schedule shall be subject to the approval of the City, which approval shall not be unreasonably withheld.

b. The collection schedule, when approved by the City, shall be maintained without modification unless a change is first approved by the City and written notice thereof given as hereinafter provided.

c. The Hauler shall cause a collection schedule to be published once in the official newspaper of the City prior to beginning collection under this Agreement and in January of each year of the contract unless this requirement is waived by the City. A map and schedule shall be provided to the City at no charge to the City.

d. The published schedule shall contain a map or sketch delineating the boundaries of each district, the day or days of the week upon which collections will be made and the name, address and phone numbers of the Hauler and any other information deemed reasonably necessary by the City Administrator. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City Administrator with a proposed revised collection schedule and new map. No such change in the collection schedule shall be made without prior approval by the City. In the case of collection schedule change, the Hauler, in coordination with the City, shall be responsible for publicizing the change.

SECTION 9. OFFICE FOR INQUIRIES AND COMPLAINTS

a. The Hauler shall provide for the wide distribution of a contact phone number in the name of the Hauler as it appears in this Agreement by placing a company sticker on each dwelling container.

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

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

SECTION 10. CITY PROPERTIES/CLEAN UP DAYS.

a. The Hauler shall collect solid waste and recyclables from the City facilities at no additional charge.

b. The Hauler will cooperate with the City to schedule at least one (1) city-wide cleanup per calendar year at no cost to the City. If the City requests an additional city-wide cleanup day, the City shall pay the fee of \$750.00 for each additional city-wide cleanup day.

SECTION 11. 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 County, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 12. PERMITS AND LICENSES

a. 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.

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 14. 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 15. WORKERS COMPENSATION INSURANCE

a. The Hauler, shall at all times be fully insured, at its own expense, with Workers Compensation Insurance as mandated by the laws of the State of Iowa. The Hauler shall hold the City harmless from any and all liability for any cause that may arise by reason of injuries to any employee or agent of the Hauler who may be injured while performing work or labor under the provisions of this Agreement, except when said injury is caused by the negligent act or conduct by the City.

b. No work shall be performed by the Hauler during any period that it is not covered by Workers Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to

collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 16. TERMINATION.

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. Prior to termination, the party shall provide written notice of said breach and a ten (10) day opportunity to cure said breach. Said notice of breach shall be sent in the manner provided for in Section 17 below. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste 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 17. NOTICES.

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

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

Wesly and Makayla Smith
Smith Sanitation Services, LLC
104 Greenfield Drive
Tiffin, Iowa 52340

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 17 day of August, 2026.

CITY OF WEST BRANCH, IOWA

By: Roger Laughlin
Roger Laughlin, Mayor

ATTEST: Alycia A Friis
Alycia Friis, City Clerk

SMITH SANITATION SERVICES

By: Wesley Smith
Wesley Smith owner
Print name and title

