



Division of Public Works .
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689
Fax: (563) 263-9688

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Laura Liegois, Solid Waste Manager

Date: April 30, 2010

Re: Request Approval of 28E Agreement with the City of Fruitland for Refuse Collection Services

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Introduction:

The City of Muscatine and City of Fruitland have been in a contract agreement for services provided by the City of Muscatine's Refuse Collection for refuse and recycling collection in Fruitland, Iowa for the past year. The City of Fruitland would like to enter into an agreement with the City of Muscatine for another one year of refuse and recycling services.

Background:

The City of Fruitland requested proposals from several private haulers and the City of Muscatine in the spring of 2009. The City of Muscatine received the contract and entered into a 28 E Agreement contract with the City of Fruitland last June. The contract ends on June 30, 2010.

Recommendation:

It is staff's recommendation that the City of Muscatine and City of Fruitland enter into a 28 E Agreement contract for services beginning on July 1, 2010 – June 30, 2011. Cost per household is \$18.25 and billed to the City of Fruitland each month. There is no senior citizen discount for their residents. Revenue from the City of Fruitland is approximately \$70,000.00 per year and is budgeted in the Refuse Collection budget.

The City of Fruitland will be approving this contract at their May 11, 2010 council meeting.

REFUSE COLLECTION SERVICES CONTRACT

COME NOW the following parties, the City of Muscatine, Iowa, (hereinafter "Muscatine") and the City of Fruitland, Iowa, (hereinafter "Fruitland") and pursuant to and in compliance with Chapter 28E of the Code of Iowa, 1997 as amended, hereby agree and contract with each other as follows:

WHEREAS Muscatine has the necessary equipment and personnel to accomplish residential refuse collection; and,

WHEREAS Fruitland desires to provide residential refuse collection for its citizens; and,

WHEREAS both parties wish to maximize the efficiency and economies of their resources;

IT IS THEREFORE AGREED that the parties shall enter into a contract in which Muscatine provides residential refuse collection for Fruitland with reimbursement for said services for Fruitland as follows:

TERM: This contract shall be for a period of one year beginning July 1, 2010.

RENEWAL: Upon agreement of the parties, the contract shall be renewed in consecutive one-year periods unless either party gives written notice of intent to not renew. Notice of non-renewal shall be made at least 90 days prior to the contract anniversary date. Fees are subject to re-negotiation upon contract renewal.

OBLIGATIONS:

MUSCATINE: In return for payment of fees, Muscatine shall provide the following services in Fruitland as follows:

- Residential refuse pick up once a week on Mondays.
- All waste will be brought to the Muscatine Recycling Center and Transfer Station in Muscatine, Iowa for disposal at the Muscatine County Landfill.
- Residential pick up shall be from the street or alley.
- Residential garbage shall be bagged in closed plastic garbage bags approved by Muscatine or in covered garbage containers (No larger than 40-gallon can and a 50 lb limit).
- A recycling trailer will be provided within the service area or close to Fruitland for residents to utilize recycling opportunities. Cardboard recycling at the curb provided to residents in the City of Fruitland.
- Yard waste in Muscatine yard waste bags (purchased for \$1.00 each) picked up on collection day.
- Residents will be allowed three (3) large bulky waste pickups per year. Items include such as furniture, doors, etc. No large amounts of items for pick up. Electronic waste, appliances, and tires must be prepaid before pick up. Residents must arrange at the Muscatine Recycling Center and Transfer Station.
- Spring Clean Up: Spring Clean Up will coincide with the Muscatine's Spring Clean Up week. (Usually held the last full week of April.) Items for pick up will include large bulky items, small amounts of building materials, electronic waste, appliances, and tires.

- Residents of Fruitland can utilize the Muscatine Compost Site located at 1000 S. Houser St. in Muscatine, IA. Residents can bring yard waste items of grass clippings, leaves, brush,/ trees for no charge. Residents can also have at no cost, wood mulch, compost, and firewood.
- Public education on services provided will be the responsibility of Muscatine.
- Muscatine will handle all refuse collection complaints from Fruitland through the Muscatine Recycling Center and Transfer Station.

FRUITLAND: In return for refuse collection services, Fruitland shall pay Muscatine the following fees:

Monthly Rate: Each household that receives services from Muscatine will be charged the rate will be \$18.25 as of July 1, 2010.

BILLING: Fruitland will be responsible for billing Fruitland customers for pick up services. Muscatine will send an invoice to Fruitland by the 10th of each month. Fruitland in return will send payment to Muscatine within 30 days.

AUTOMATIC RATE ADJUSTMENTS: The parties agree that monthly rates shall be subject to automatic adjustments to reflect any increase in the Muscatine Transfer Station tipping fees. Said rate adjustments shall be made within 30 days of the Muscatine Transfer Station rate increase.

CHANGE OF SERVICE: In the event that either party desires to make a substantial change in the method of service or scheduling prior to the end of this contract, said contract and rates shall be renegotiated at that time.

PER CAPITA FEES: Each city shall remain individually responsible for its own *per capita* fee billed by and payable directly to the City of Muscatine for the Muscatine County Solid Waste Management Agency for landfill expansion projects.

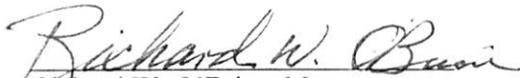
SCHEDULED ROUTES: Muscatine agrees to maintain regular pick up routes with the exception of holidays and inclement weather. Should a regular pick up fall on a holiday, the pickup shall be the next regular pick up day. Should inclement weather prevent Muscatine from accomplishing the scheduled route pickups, they shall be done the next regular pick up day.

DEFINITIONS:

GARBAGE shall include all ordinary household wastes including perishable foodstuffs and paper. Garbage shall NOT include brush, tree branches or yard waste, paints, varnishes, or hazardous material, or furniture, appliances, or electronic waste.

This contract shall be a complete recitation of the agreement of the parties and shall contain all obligations and responsibilities of the parties.

Dated this 6th day of May, 2010.

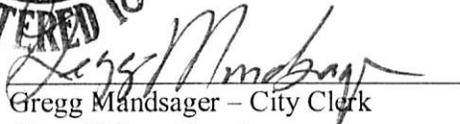


Richard W. O'Brien, Mayor
City of Muscatine, Iowa



Dewayne Walter, Mayor
City of Fruitland, Iowa





Gregg Mandsager - City Clerk
City of Muscatine, Iowa

Attest:

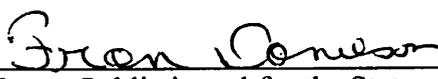


Kim Thompson - City Clerk
City of Fruitland, Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 6th. day of May, 2010, before the undersigned Notary Public personally appeared Richard W. O'Brien and Gregg Mandsager, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Muscatine, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution No. 91222-0510 adopted by the City Council, under Roll Call No. 21050 of the City Council on the day 6th. of May, 2010, and that Richard W. O'Brien and Gregg Mandsager acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for the State of Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 11th. day of May, 2010, before the undersigned Notary Public personally appeared Dewayne Walter and Kim Thompson, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Fruitland, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution No. 2010-05-11 adopted by the City Council, under Roll Call No. 2010-05-11 of the City Council on the 11th. day of May, 2010, and that Dewayne Walter and Kim Thompson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for the State of Iowa