

Resolution No. 22-08

**A Resolution relating to a contract for collection of solid waste within city limits of Early.**

**Whereas, Chapter 106 and Chapter 107 of the City Code of Ordinance provides that no person shall engage in the business of collecting, transporting, processing or disposing of solid waste or recyclables from residential premises for the City without first entering into a contract with the City and;**

**Whereas, the City Council desires to contract with Rudd Sanitation and Recycling to collect solid waste and recyclables;**

**Now, Therefore, be it resolved that the Mayor and the City Clerk be authorized to execute and deliver a contract in substantially the following form to Rudd Sanitation and Recycling and to do all other things necessary to execute the terms and conditions of the contract and the purposes contemplated by the contract.**

**CONTRACT FOR COLLECTION OF SOLID WASTE  
PURSUANT TO CHAPTER 106.7 OF THE CODE OF ORDINANCES  
FOR THE CITY OF EARLY, IOWA**

It is agreed between the Incorporated City of Early, 107 Main Street, P.O. Box 411, Early, Iowa 50535 (hereafter, "City") and Rudd Sanitation and Recycling, 2955 Union Avenue, Sac City, Iowa 50583 (hereafter "Rudd") as follows:

1. Rudd agrees to provide once per week solid waste and recycling removal for City, both for residences and commercial establishments located inside the limits of City and for certain residences and commercial locations outside the city limits as designated by the City. The initial designation is attached hereto as Exhibit "A".
2. City agrees to pay Rudd \$10.50 per location for residential solid waste removal and \$4.00 per location for residential recycling. City agrees to pay Rudd monthly. Rudd agrees to set his own rates for commercial solid waste and recycling removal. City agrees to bill commercial accounts for Rudd.
3. Rudd agrees to provide weekly solid waste and recycling removal for the City Hall, City Shop, Fire Station, and all churches within the city limits without charge.
4. Rudd will provide appliance removal at a rate of \$25.00 per appliance. This charge shall be billed directly to the residents by Rudd and the City will bear no responsibility in the matter.
5. Residents may contract directly with Rudd for dumpsters for large projects. The price of the dumpster and solid waste removal therefrom shall be negotiated and billed directly between Rudd and the residents, and the City will bear no responsibility in this matter.
6. Rudd agrees to provide his own labor and equipment and City will provide no equipment or labor whatsoever. Rudd will provide City with a certificate of liability insurance before undertaking any services whatsoever under the terms of this agreement.

7. City agrees to enforce the requirement that residents will be allowed to place no more than three 35-gallon trash containers weighing no more than 50 pounds each per residence. Rudd will not be required to remove solid waste which weighs more than this weight limit.

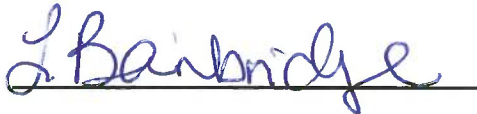
8. This agreement shall remain in full force and effect for a period of one year from the date of execution and will automatically renew annually unless City or Rudd mails notice of termination to the above addresses by ordinary mail 30 days prior to the renewal date.

Executed this 5th day of April, 2022.

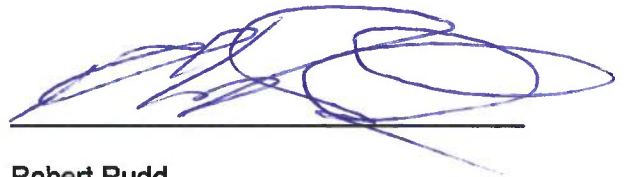


Sharon Irwin, Mayor, City of Early, Iowa

Attest:



Lexi Bainbridge, City Clerk



Robert Rudd  
Rudd Sanitation and Recycling