

RESOLUTION NUMBER _____

**RESOLUTION ADOPTING THE ANNUAL PROJECT LIST UPDATE
TO THE CAPITAL IMPROVEMENTS PLAN
2022 TO 2027**

WHEREAS, the City of Cresco hereby completed a Capital Improvements Plan ("CIP") and conducted a public hearing in accordance with Section 384.15(3) of the Code of Iowa; and

WHEREAS, this plan includes the long-range plan for the planning, scheduling, and financing of large construction projects and the purchasing of major pieces of equipment by the City of Cresco; and

WHEREAS, the City Council shall conduct reviews of the CIP and continue to revise and update the CIP on an annual basis; and

WHEREAS, the original Capital Improvements Plan 2022 to 2027 was approved and adopted on March 21, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT the Capital Improvements Plan has been revised and updated with additional projects, updated costs, and new rankings; and

BE IT FURTHER RESOLVED THAT the 2023 Updated Project list is approved and adopted.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Capital Improvements Plan for the City of Cresco is approved and adopted.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

ADDENDUM 3 - CITY OF CRESCO, IOWA - CAPITAL IMPROVEMENT PLAN PROJECT LIST- REVISED JANUARY 23, 2023

Original
2021 Est
10%

#	Department	Project Name	Project Description	Cost Estimate	Funding Source	Life Replac. or Infrastruc-ture Bank	Council Ranking
PROJECTS RANKING #24 - #21 TO BE COMPLETED BY FY25							
11	Street	Downtown Crosswalks & Sidewalks Reconstruction - Elm Street 1st Ave - 3rd Ave	Remove crosswalks, add new ADA compliant; Replace Sidewalks. Assessments \$260,500	\$790,300	*Assessments *G.O. Bond		24
9	Street	7 th Street West Reconstruction Project	Replace water mains & storm sewer & retention basin. Repave the street. Assessments of \$550,000	\$3,070,000	*Special Assessment *G.O. Bonds	3.42	22
16	Water Utility	Big Water Tower Repair Program	Sandblast & recapture; paint exterior and interior and maintenance work on big water tower	\$784,000	*GO Bond *ARPA Grant *Water Cash Res.		22
33	Fire	Fire Tanker Truck	Replace Fire Unit #327 by 2024 City/ Rural Split	\$385,000	* LOST - City - 50% *Rural Assn. - 50 %	2024	21
PROJECTS RANKING #20 - #19 TO BE COMPLETED BY FY27							
22	Park & Rec	Fitness Center - HVAC Project	Replace old boiler system with new high efficiency hot water boiler plant per Twin Rivers Engineering Study	\$645,000	*LOST Funds *General Tax Rev. *FC Trust		19
34	Fire	Fire Rescue Truck	Replace Fire Unit #330 by 2025 City/ Rural Split	\$330,000	* LOST- City - 50% *Rural Assn. - 50%	2025	19
39	Equipment	Loader	Replacement of John Deere Loader in FY2023	\$165,000	*RUT/Water/Sewer *LOST	2023	19
41	Equipment	Update Maintainer	Replace 1984 model with used unit in FY2025	\$77,000	*RUT *LOST	2025	19
PROJECTS RANKING #18 - #17 TO BE COMPLETED BY FY29							
32	Fire	Turnout Gear Replacement	Replace Firefighter Personal Protective Equipment/Turnout Gear by 2026	\$140,000	* LOST - City - 50% *Rural Assn. - 50 %	2026	18
6	Street	Division Street Reconstruction Project	From 8th Ave W to 12th Ave E. Replace storm sewer, sanitary sewer, & water mains, and repave the street	\$1,045,000	*Special Assessment *G.O. Bonds	2.75	17
8	Street	2 nd Street E Repair Project	From Highway 9 to 1 st Avenue East - Replace storm sewer and pave the street	\$150,000	*Special Assessment *G.O. Bonds	1.58	17
42	Equipment	Dump Truck	Replace 2011 Freightliner in FY2026	\$115,500	*RUT/Water/Sewer *LOST	2026	17
44	Park & Rec	Beadle Park Playground	Replace playground equipment (\$75,000 to \$150,000)	\$150,000	*LOST		17

Estimated
950,000
136,000
105,000
New

#	Department	Project Name	Project Description	Cost Estimate	Funding Source	Life Replac	Council Ranking	10%
45	Airport	Runway Improvements Project	Concrete patching of runway. Applied for Grant of 85% for \$144,500.	\$170,000	*Grant *Airport Trust		17	Updated Est
PROJECTS RANKING #16 - #1 TO BE COMPLETED AFTER FY31								
13	Sewer Utility	Replace Sanitary Sewer on 3rd St SE	Raise sanitary sewer mains and groud risers to reduce I&I issues at South Lift Station	\$1,700,000	*SRF Loan *Sewer Rate Rev. *CDBG grants		16	1,600,000
23	Park & Rec	Fitness Center - Replace Pool Heater	Replace pool heater	\$67,000	*LOST Funds *FC Trust		16	60,375
17	Water Utility	Highway 9 West Water Main Loop	Install water main loop to serve Industrial Park and Campsite Subdivision	\$156,000	*SRF Loan *Water Cash Res. *Sewer Cash Res.		15	Estimated
3	Street	5 th Avenue West Reconstruction Project	From 3 rd St. West to 7 th St. West. Concrete paving and curb & gutter-4 blocks. Replace water.	\$1,083,000	*Special Assessment *G.O. Bond *Water & Sewer Loan	2.50	14	985,000
10	Street	5 th Street West Reconstruction Project	From 2 nd Avenue West to 6 th Avenue West. Curb & gutter replacement. Storm sewer repair	\$796,000	*Special Assessment *G.O. Bonds	2.33	14	724,000
19	Water Utility	Water Main From Well #3 to 500 Ktower (8th Ave)	Install new water main from Well #3 to Water Tower and eliminate two existing mains. Will also include sewer line and street construction work.	\$2,300,000	*SRF Loan *G.O. Bonds *Sewer Cash Res.	2.75	14	2,056,500
20	Library	Library Downstairs Renovation Project	Install new carpet, shelving, and paint to repair water damage and address drainage issues	\$97,400	*Sp Assessments *LOST Funds *Library Trust Donations *Library Foundation		14	updated bids
25	Park & Rec	Fitness Center - Pool Ventilation & Condensing Unit	Replace ventilation unit, dehumidification, and heat recovery unit	\$440,000	*LOST Funds *General Tax Rev. *FC Trust		14	400,725
27	Park & Rec	Train Painting Project	Paint locomotive & boxcar and replace railroad ties.	\$115,000	*Grants & Donations		14	105,000
28	Theatre	Theatre Roof Project	Replace roof on building by 2028 based upon an inspection by Schwicker's	\$100,000	*Grants & Donations *LOST Fund	2028	14	91,185
46	Airport	Runway Asphalt Overlay	Overlay runway with asphalt. Eligible for Grant of 85% for \$399,500	\$470,000	*Grant *Airport Trust		14	New
1	Street	4 th Avenue West Reconstruction Project	From 3 rd St. West to 7 th St. West - Concrete paving - 4 blocks. Storm sewer and curb & gutter. Replace 4" water main	\$1,120,000	*Special Assessment *G.O. Bond *Water & Sewer Loan	2.56	13	1,019,000
30	Theatre	Scene Shop Project	Build new scene shop for equipment and lifting it to stage level for performers and entertainers with large equipment	\$467,500	*Grants & Donations		13	425,000
43	Library	Windows	Replace Windows - 17 upstairs, 14 downstairs	\$40,000	*LOST *Grants *Foundation		13	New
47	Street	Downtown Asphalt Overlay	Overlay 2nd Ave W, N Park Pl, & S Park Pl and replace 4" water main	\$187,000	*Assessments *G.O. Bond	2.56	13	New
2	Street	3 rd Street East Reconstruction Project	From 2 nd Ave. East to 6 th Ave. East. Concrete paving - 4 blocks curb & gutter. Replace water main crossing at 3 rd & 4 th & 5 th Avenues	\$979,000	*Special Assessment *G.O. Bond *Water & Sewer Loan	2.42	12	890,000

#	Department	Project Name	Project Description	Cost Estimate	Funding Source	Life Replac	Council Ranking	10%
4	Street	10 th Avenue SE & SW Reconstruction Project	From 3 rd St. SW to 5th St. SE. Concrete paving and curb & gutter - (Analyze storm sewer) Sanitary sewer crossing at intersections. Water line connections.	\$1,925,000	*Special Assessment *G.O. Bond *Sewer Loan	2.00	12	1,750,000
7	Street	Vernon Road Reconstruction Project	Asphalt overlay (2") - Drainage & Storm Sewer replacement at 7 th St. & Highway 9 & sanitary sewer replacement.	\$1,650,000	*Special Assessment *G.O. Bonds *LOST Money? *Major Sewer Loan	2.67	12	1,500,000
14	Sewer Utility	Wastewater Treatment Plant Renovation Project (Nutrient reduction program)	Major repairs to pumps, aeration basins, clarifiers, UV disinfection system, digesters, blowers, building, garages, control building - See List.	\$7,000,000	*SRF Loan *Sewer Rate Rev. *CDBG grants	Plan 2023 Upgrades 2028	12	Estimated
26	Park & Rec	Thomson Pool & Fitness Center Upgrades	Refurbish pool, add therapy pool upgrade fitness space, expand parking lot, and improve locker rooms.	\$3,000,000	*Major Donation *Fundraising *Bonds *TIF		12	3,000,000
29	Theatre	Theatre Renovation Project	Replace seats, flooring, and refinish balcony flooring	\$225,000	*Grants & Donations		12	205,000
5	Street	2 nd Street S.W. Reconstruction Project	From 3 rd Ave. SW to 10 th Ave. SW. Concrete paving and curb & gutter & water & sanitary & storm sewer Replace all 4 inch water mains over period of time to meet Fire Code and DNR requirements (See map) approx 70,000 ft x \$55/ft	\$1,430,000	*Special Assessment *G.O. Bonds	2.11	11	1,300,000
18	Water Utility	Water Main Replacement Program	Purchase the existing seven solar arrays at City Buildings & facilities that are now owned by Solar Pro LLC	\$3,850,000	*SRF Loan		11	3,500,000
36	Misc - Solar	Buyout - Solar Arrays Project	Overlay 8th Ave E, 8th St E, 9th St E, & 7th Ave. Water & Sewer & Storm Sewer in good condition.	\$300,000	*General \$46,000 *RUT \$30,500 *Water \$223,500		11	Estimated
48	Street	Asphalt Overlays	Construct new 500,000 gallon or more water tower and tank and drill new (third) water well into Jordan Aquifer - 1,200 feet deep	\$712,000	*Assessments *G.O. Bond	1.41	11	New
15	Water Utility	Water Storage Tank & Water Well Project		\$2,750,000	*SRF Rev Bond *CDBG Grant		10	2,500,000

TOTAL \$40,976,700

TOTAL

Ranking Code:

- 4 By FYE 6/30/25
- 3 By FYE 6/30/27
- 2 By FYE 6/30/29
- 1 FYE 6/30/30 or Later
- 0 or blank

- 4 = 1-2 yrs (Council Ranks #21 - #24)
- 3 = 3-4 yrs (Council Ranks #19 - #20)
- 2 = 5-6 yrs (Council Ranks #17- #18)
- 1 = 7+ yrs (Council Ranks #16 & below)
- Blank = Remove from CIP

Life Replacement:

Year of replacement as recommended or required

Street Projects - Street/Water/Sewer Infrastructure ranking

- Worst 4
- Poor 3
- Fair 2
- Good 1
- Great 0

Cost estimates were increased 10% for most projects unless otherwise noted. The last column shows the original cost estimated last year on submitted project sheets.

RESOLUTION NUMBER _____

**RESOLUTION RENAMING A FUND
WITHIN THE CITY'S ACCOUNTS
FUND 323— WATER TOWER REHAB PROJECT FUND**

WHEREAS, the City of Cresco will be repairing, repainting, and rehabilitating the 500,000-gallon water tower; and

WHEREAS, the City of Cresco, Iowa now needs to establish a fund to better track expenses and revenue for the rehab project; and

WHEREAS, Fund #323 was initially named the ARPA Grant Project Fund and grant proceeds of \$559,066.29 were deposited into this fund; and

WHEREAS, transfers of \$110,000 were recorded out of Fund #323 for water and sewer infrastructure expenditures to be paid with ARPA Grant; and

WHEREAS, the remaining grant balance of \$449,066.29 plus interest earned shall be used for the Water Tower Rehab Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the following fund be renamed:

FUND 323 Water Tower Rehab Project Fund

BE IT FURTHER RESOLVED, by the City Council of the City of Cresco, Iowa, that the City Clerk be directed by the Mayor and the City Council to establish said fund and correct the books accordingly.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AMENDED AGREEMENT FOR RECYCLABLE AND
NON-RECYCLABLE WASTE COLLECTION SERVICES
WITH HAWKEYE SANITATION, INC.**

WHEREAS, it is necessary to amend the Agreement for Recyclable and Non-Recyclable Waste Collection Services with Hawkeye Sanitation, Inc originally signed on November 15, 2021; and

WHEREAS, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of refuse that the community generates and disposes in landfills; and

WHEREAS, the City of Cresco believes that curbside recycling is an efficient and effective means toward meeting the requirement of the Iowa law; and

WHEREAS, Hawkeye Sanitation, Inc. agrees to collect recyclables biweekly and all other refuse weekly from all residences and light commercial accounts within the city limits. Heavy commercial and governmental properties utilizing dumpsters shall negotiate the dumpster size and frequency of collections with Hawkeye Sanitation. The City shall bill and collect fees monthly.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized and directed to sign the written agreement with Hawkeye Sanitation, Inc. for Recyclable and Non-Recyclable Waste Collection Services for the City of Cresco, Iowa conditioned on the passage of Ordinance #502 amending the garbage rates.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____
Nays: _____
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Agreement for Recyclable and Non-Recyclable Waste Collection Services between the City of Cresco and Hawkeye Sanitation, Inc. is approved and that the Mayor is authorized to execute the contract on behalf of the City of Cresco conditioned on the passage of Ordinance #502 amending the garbage rates..

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

**AMENDED AGREEMENT FOR RECYCLABLE & NON-RECYCLABLE WASTE
COLLECTION SERVICES**

**HAWKEYE SANITATION, INC.
AND
CITY OF CRESCO, IOWA**

JANUARY 1, 2023 THROUGH DECEMBER 31, 2027

AMENDED AGREEMENT FOR REFUSE COLLECTION SERVICES

This Amended Agreement for Recyclable & Non-Recyclable Waste Collection Services ("Amended Agreement") is made by and between the City of Cresco, Iowa, a Municipal Corporation, hereinafter referred to as "City" and Hawkeye Sanitation, Inc., an Iowa corporation, hereinafter referred to as "Hauler".

Whereas, the State of Iowa has mandated that municipalities shall be required to reduce the tonnage of Refuse that the community generates and disposes in landfills; and

Whereas, the City believes that Curbside recycling and ongoing operation of a recycling center is an efficient and effective means toward meeting the requirement of the Iowa law and to assist the City in achieving this goal; and

Whereas, City and Hauler entered an Agreement for Recyclable & Non-Recyclable Waste Collection Services from January 1, 2022 through December 31, 2026 (the "Original Agreement") on November 15, 2021; and

Whereas, City and Hauler attached rates to the Original Agreement for Customers who use Rigid Containers for their Refuse, which is set forth in Appendices A and B of the Original Agreement; and

Whereas, City and Hauler desire to expand Hauler's recycling services and to standardize rates for Customers who use dumpsters for Refuse.

Therefore, 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 which is cool and not combustible.

C. "Brush" shall mean woody stems and branches greater than one-half (1/2) inch diameter, evergreen trimmings, and thorny brush.

D. "Bulky Waste" shall include, but not be limited to, furniture, mattresses, box springs, toilets, storm doors, and other items of similar size and fixtures and materials too large to fit into a 65-gallon, or smaller if applicable, cart or 33-gallon bag provided by Hauler. Bulky Waste does not include tires, hazardous substances, dead animals, batteries or fluorescent tubes and ballasts.

E. "City" shall mean the, City of Cresco, Iowa.

F. "Collection Bag" shall mean a 33-gallon bag provided by Hauler and purchased at a designated business. The bag shall be securely tied or sealed and shall not exceed 40 pounds when full. Collection Bags may be used only for Refuse.

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 processing.

H. "Curbside" shall mean the area next to the curb or traveled portion of the roadway.

I. "Customer" shall mean and have reference to "Household" and places where Recyclables, non-Recyclable waste and Bulky Waste is picked up, including residences, commercial establishments, School, County, State and Federal properties and facilities and any other place or property where such items are picked up.

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. Each unit of a multifamily dwelling shall be considered a separate Dwelling Unit for purposes of billing.

K. "Grass and Garden Waste" shall mean grass clipping, non-woody dead plants, weeds, flowers, and twigs less than one-half (1/2) inch in diameter.

L. "Hauler" shall mean Hawkeye Sanitation, Inc., of Cresco, Iowa.

M. "Heavy Commercial Customers" are non-Residential Customers who select commercial dumpsters for Refuse pickup as opposed to Rigid Containers.

N. "Household" shall mean persons that reside together in a Dwelling Unit.

O. "Leaves" shall mean leaves from deciduous trees and shrubs.

P. "Light Commercial Customers" are non-Residential Customers who select Rigid Containers for Refuse pickup as opposed to a commercial dumpster.

Q. "Newspaper" 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.

R. "Non-Collectible Waste" shall mean paint in liquid form, Ashes, 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.

S. "Paper Bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

T. "Residential Customers" shall mean Customers at Dwelling Units (including single household Dwelling Units and any multiple-household Dwelling Units).

U. "Residential Solid Waste" shall mean Refuse, Recyclable and Bulky Waste.

V. "Refuse" shall mean solid waste, such as food waste, trash, rags, ceramics, non-Recyclable glass, paper (except Newspaper), obsolete household goods, non-Recyclable plastics and similar items produced or originating within Dwelling Units or business operations. Recyclables shall be treated as Refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances including Non-Collectible Waste.

W. "Recyclable" shall mean designated consumer wastes which are collected and marketed for resource recovery, including cardboard, newspaper, office & computer paper, catalogs, phone

books, magazines, junk mail, tin and steel cans, aluminum beverage containers, and plastic containers #1 and #2 or any other items which are accepted by the recycling center or designated by the Hauler. Clear glass bottles will not be accepted at the curb but can be disposed of at Hawkeye Recycling.

X. "Recyclable Container" shall mean a 65-gallon, or smaller if applicable, cart provided by the Hauler.

Y. "Removal" shall mean collection and disposal.

Z. "Rigid Container" shall mean a 65-gallon, or smaller if applicable, cart provided by the Hauler.

AA. "Tin and Steel Can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

BB. "Tipping Fee" shall mean the price per ton of solid wastes deposited at the Winneshiek Sanitary Landfill and charged to the Hauler by the Winneshiek Sanitary Landfill.

CC. "Yard Waste" shall mean Grass, Garden Waste, Leaves and Brush.

SECTION 2 - SCOPE OF WORK

A. The Hauler agrees to collect and dispose of Recyclables from each dwelling unit, including all buildings with multiple dwelling units and each Light Commercial, School, County, State and Federal property and facility within the Cresco City limits once every two (2) weeks beginning at 6 A.M. on the designated collection day. The monthly cost per Dwelling Unit and per each Light Commercial, School, County, State, and Federal property and facility for collecting and disposing of Recyclables shall be as set forth in the "Schedule of Fees" attached as Appendix "A" and Appendix "B".

B. The Hauler agrees to collect and dispose of all Refuse for each of the Dwelling Units at 6 A.M. and each of the Commercial, School, County, State, and Federal properties and facilities once each week beginning at 4 A.M. on the designated collection day. All Refuse for Dwelling Units must be placed Curbside in the approved Rigid Container provided by the Hauler. The cost of such services shall be as set forth in the "Schedule of Fees" attached as Appendix "A" and Appendix "B" and made a part of this Agreement by this reference.

C. The Hauler agrees to collect and dispose of all refuse for the City of Cresco and all municipal subdivisions once each week at no charge. "No charge" to the City of Cresco and all municipal subdivisions for the collection and disposal of all Refuse is shown in the Schedule of Fees attached as Appendix "A" and Appendix "B", and made a part of this Agreement by this reference.

D. The Hauler shall not be responsible for the collection of any yard waste, including brush, Grass and Garden Waste and Leaves from any Dwelling Unit, Commercial, School, County, State or Federal property and facility.

E. The cost for all such services as described in Subparagraphs A and B above are set forth in the Schedule of Fees (Appendix "A" and Appendix "B"). All such services as provided in Subparagraphs A and B above shall be billed by the City and the City shall assume full

responsibility in collecting the fees according to Appendix "A" and Appendix "B," except that Hauler shall assume full responsibility for billing and collecting Bulky Waste fees.

F. The Hauler agrees to collect and dispose of all Bulky Waste pursuant to the Schedule of Fees (Appendix "C") after such time as the Hauler has been notified of said Bulky Waste and said Bulky Waste has been pre-paid by the owner or occupant of the Dwelling Unit or Commercial Unit. The Schedule of Fees shall be maintained at the City Clerk's office and the office of the Hauler. Bulky Waste shall be collected by a separate Agreement between the Hauler and the owner or occupant of the Dwelling Unit and any Commercial, School, County, State, and Federal property and facility 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 and any Commercial, School, County, State, and Federal property and facility.

G. The Schedule of Fees attached hereto (Appendix "A" and Appendix "B") is subject to additional rate adjustments. Any increase or decrease in Winneshiek County Landfill Tipping Fees, including relating to the delivery or disposal of Refuse or Recyclables, shall be passed to Customers proportionately. The Schedule of Fees is also subject to rate adjustments in the event of other increases in costs of operations, including fuel costs. Before any such rate adjustments become effective, Hauler shall report to the City the change in Tipping Fees or other increase in costs of operations, the date of the anticipated rate increase, and the proposed rate adjustments to the Schedule of Fees referred to in Appendix "A" and Appendix "B" to equitably allocate the cost. Any such rate adjustment shall equitably balance the City's interest in minimizing rates for its residents and Hauler's interest in apportioning the costs to provide service. Any such proposed rate adjustment must be first approved in writing by the City Council before it becomes effective. The City shall approve or disapprove of the rate adjustment within 60 days of submission. The City shall not unreasonably withhold its approval. If City and Hauler do not agree with respect to the rate increase, they shall resort to binding mediation to determine the additional rate adjustment, if any, where each the City and Hauler select a mediator and those mediators choose the mediator who will preside, with mediation expenses to be split 50-50 between City and Hauler.

SECTION 3 - CHANGE OF NAMES OR ADDRESS

The City shall furnish to the Hauler on a monthly basis any and all changes of names of persons occupying the various properties and facilities referred to in Section 2 above. Hauler shall furnish to the City, by the 15th of each month, all changes in size or frequency of dumpster pick up.

SECTION 4 - TERM OF CONTRACT

This Amended Agreement shall be in force from January 1, 2023, to December 31, 2027, after approval by the City Council of the City of Cresco, Iowa. The 2023 rates shall be those set forth in the Schedule of Fees attached hereto (Appendix "A" and Appendix "B"). On January 1, in each 2024, 2025, 2026, and 2027 all rates shall increase four percent (4%) over the prior

year's rates. Projected rates for 2024, 2025, 2026, and 2027 are set forth in the Schedule of Fees attached hereto (Appendix "A" and Appendix "B").

SECTION 5 - COLLECTION SERVICE REQUIREMENTS

A. The collection of Residential Solid Waste shall be confined to, Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall be allowed in any 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 determine the hours and days for the Collection and Disposal of Solid Waste from any Commercial, School, County, State, and Federal property and facility.

B. If the collection day falls on a day that the Winneshiek County Landfill has been scheduled to be closed, the Hauler may elect to collect the Residential Solid Waste on the day before or after said closure. If the Hauler elects to collect the Residential Solid Waste on the day before or after said closure, the Hauler shall publish its collection schedule.

C. The Hauler shall provide sufficient personnel and equipment to complete the collection of all Refuse and Recyclables in any established collection district within the City on one day.

D. All residential, Commercial, City, Municipal subdivision, School, County, State, and Federal property and facility solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.

E. The Hauler shall use its best efforts to remove from the City all solid waste collected each day and shall use its best efforts to dispose of the same outside of the City at a licensed landfill approved by the City or other City approved disposal or recycling center.

F. The Hauler shall not be required to remove Construction and Demolition Waste or waste building materials and other waste material from the construction, alteration, repair, moving or demolition of a building or from the promotion and development of property by a real estate or commercial agent or from commercial, industrial or manufacturing process.

G. Interior remodeling and containable Refuse must be collected and disposed of, by the Hauler, if the owner/occupant contacts the Hauler and makes necessary arrangements to have the above items disposed of. 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 Hauler. Such special services shall be billed and collected by the Hauler.

H. The Hauler shall be responsible for the submission of monthly reports, including but not limited to: receipts of the total weight of recyclable materials collected (to the extent available at no additional cost to Hauler) and receipts of the Refuse tonnage disposed of at the landfill.

I. The Hauler shall haul (transport) all Refuse to such landfill as the City directs, and the Hauler shall haul (transport) all Recyclables to such receiving center as the City directs.

SECTION 6 - VEHICLES

A. All trucks, trailers, and other equipment used to collect, haul or transport solid 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 waste will not blow, fall or leak out of the vehicle.

SECTION 7 - RECYCLABLE CONTAINERS AND RECYCLING CENTER

A. The Hauler shall purchase a sufficient number of 65-gallon, or smaller if applicable, carts to be delivered to each Household for recycling.

B. All Residential and Light Commercial recycling shall be comingled and shall not be separated by the use of paper sacks or plastic bags or other means. All food containers must be cleaned.

C. Residential recycling pickup fees shall be as set forth in Appendix A. Light Commercial recycling pickup fees and Heavy Commercial cardboard pickup fees shall be as set forth in Appendix B.

D. Hauler shall maintain operation of its Recycling Center through the term of this Agreement. The Recycling Center shall be available to Residential and Commercial Customers Monday through Friday from 7 a.m. to 3 p.m. Additionally, the Recycling Center shall be available to Residential Customers for 4 daylight hours on weekends, which hours shall be consistent and posted in advance at the Recycling Center by Hauler. The Recycling Center shall be closed on holidays (including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day). Access to the Hawkeye Recycling Center is based on its current cost of operations and does not include a Tipping Fee. Access to the Hawkeye Recycling Center, the type of Recyclables accepted, hours of operation, and/or fees for access shall change should a Tipping Fee be imposed or if costs of operation change, and future changes shall be based on increases and decreases in any such Tipping Fee or costs of operation. Any such changes, including but not limited to access, the type of Recyclables accepted, hours of operation, or fees for Recyclables, shall be subject to all provisions of Section 2(G) of this Agreement including advance notice, City approval, and, if necessary, binding mediation.

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 district(s) within the City. The Hauler shall indicate thereon in an appropriate and easily understandable manner the days of collection for each district(s). This schedule shall be subject to the approval of the City.

B. The collection schedule, when approved by the City, shall be maintained unless the Hauler and/or City request a change and notice thereof is given as hereinafter provided.

C. A map and schedule shall be provided to the City at no charge for posting at City Hall.

D. The 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

number of the Hauler and any other information deemed necessary. Thereafter, before any change in the collection schedule is made, the Hauler shall provide the City with a proposed revised collection schedule and a new map.

SECTION 9 - COMPLAINTS

If a Customer is missed, which is not the fault of the owner or tenant, the Hauler shall collect that Customer's solid waste no later than 10:00 A.M. of the day following the date of notification, provided that day is not a Saturday or Sunday. If the following day is a Saturday or Sunday, the Hauler shall collect the missed Customer on the following Monday.

SECTION 10 - METHOD OF PAYMENT OF THE SCHEDULE OF FEES PER APPENDIX "A" AND APPENDIX "B" AND FEE CHARGED TO HAULER BY CITY

A. The City shall be responsible for the billing and collection of fees for Recyclable and non-Recyclable waste as per the rates set forth in Appendixes "A" and "B". The Hauler shall be responsible for the billing and collection of fees for Bulky Waste. The City will pay to the Hauler on a monthly basis the amount collected for Recyclables and non-Recyclable waste collection per Appendix "A" and Appendix "B".

B. The City shall charge the Hauler and the Hauler agrees to pay the City a monthly fee of \$1,150.00 for the City's responsibility in the billing and collection of the fees as provided above. The fees charged by the City to the Hauler shall remain in full force and effect during the term of this agreement. The Hauler shall pay the City the said monthly fee each month when the City pays the Hauler the collected fees owed to the Hauler.

C. Since the City assumes the responsibility for the collection of fees for Recyclable and non-Recyclable waste, the City shall use all proper and legal means at its disposal to collect said unpaid accounts.

D. The Hauler shall provide the City with monthly reports detailing the different Heavy Commercial Customers for that month, to include customer name, address, and amount billed. The reports for each month shall be due to the City Clerk no later than the 15th of following month.

E. City shall provide Hauler with a copy of City's records regarding who has been billed and the amount collected on a monthly basis.

SECTION 11 - STATUTES AND REGULATIONS

The Hauler shall at all times comply with all applicable provisions of the Cresco Code of Ordinances and Amendments thereto, that may be enacted by the City Council. In addition, the Hauler shall comply with all laws and regulations of Howard County, the State of Iowa, and the United States now in effect or hereinafter enacted.

SECTION 12 - PERSONNEL

All employees of the Hauler shall be of good character and no employee of the Hauler shall be permitted to work in the City who is found to be troublesome, disorderly, or otherwise objectionable as determined by the Hauler.

SECTION 13 - PERMITS AND LICENSES

The Hauler shall obtain all permits and licenses required by the City, County and State necessary to provide the above-described collection, hauling and disposal services.

SECTION 14 - INSURANCE

The Hauler shall maintain Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for personal injuries, including accidental death, to any one (1) person and in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death on account of any one (1) Accident and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00). The Hauler must provide the City with a copy of the above-mentioned insurance policies. The certificates of insurance shall name the City as an additional insured. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without 30 days advance notice to the City.

SECTION 15 - 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 of the Hauler a City employee.

SECTION 16 - WORKERS' COMPENSATION INSURANCE

A. The Hauler shall at all-time be fully insured at its own expense with Workers' Compensation Insurance as mandated by the laws of the State of Iowa.

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 17 - TERMINATION

A. The material breach of any of the terms and conditions of this Agreement on the part of the Hauler shall be grounds for the cancellation and termination of this agreement. 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 City shall hold the Hauler and its surety liable for reasonable excess costs, if any, 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 Refuse, Bulky Waste and/or Recyclable materials on the part of the Hauler, including any type of residential, commercial or governmental customer, by reason of weather, major disaster, epidemic, or other emergency within the City as determined by the City or Hauler, shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

C. It is not a breach of this Agreement if any failure to provide service to any Customer is the result of not following stated instructions on a Rigid Container or dumpster.

SECTION 18 - NOTICES

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

City of Cresco	Phone: 563-547-3101
City Hall 130 N Park Place	Fax: 563-547-4525
Cresco, Iowa 52136	

Hawkeye Sanitation, Inc.	Phone: 563-547-3828
466 Airport Road	Fax: 563-547-9912
Cresco, Iowa 52136	

SECTION 19 - PAYMENT OF EMPLOYMENT TAXES

All employment taxes owed by Hauler on its employees shall be paid by Hauler and the City shall not have any responsibility for paying Hauler's employment taxes on its employees.

SECTION 20.—INDEMNITY

Hauler will defend, indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs, judgments, expenses, and attorney's fees, and any other costs of defense resulting directly or indirectly from an act or omission of the Hauler, its officers, agents, servants, and employees in the performance of this Amended Agreement, any environmental liability that is a result of this Amended Agreement or by reason of the failure of the Hauler to fully perform, in any respect, any of its obligations under this Amended Agreement. The Hauler shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

SECTION 21 – ILLEGAL AND INVALID PROVISIONS

Should any term, provision or other part of this Amended Agreement be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Amended Agreement be held to be inoperative, invalid, or unenforceable, such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases, the remainder of the Amended Agreement shall not be affected but shall remain in full force and effect.

This Contract is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part or provision of this Contract conflicts with any applicable statute or law, the statute or law shall govern.

Section 22 - ASSIGNMENT OR SALE BY HAULER SUBJECT TO APPROVAL - BY CITY

Hauler shall not assign this Agreement or sell its business and/or routes to a purchaser without the written approval by the City. The City shall not unreasonably withhold its approval; however, the City shall have the right not to give its approval for any good and valid reason. A good and valid reason for the City not giving its approval would include, but not limited to, the inability of the new hauler to perform or carry out the requirements of the Hauler under this Agreement or the poor past performance of the new hauler in carrying out or performing the Hauler's duties under similar agreements pertaining to Refuse or Recycling services for other cities.

SECTION 23 – HEAVY COMMERCIAL REBATE

Hawkeye shall issue a one-time rebate to Heavy Commercial Customers whose rates increased in 2022, comprising 50% of the difference between those Heavy Commercial Customers' 2022 Non-Recyclable Waste rate paid to Hawkeye (\$30 per cubic yard per pickup per week of dumpster volume and pickup frequency) and their 2023 Non-Recyclable Waste rate

(\$20.35 per cubic yard per pickup per week of dumpster volume and pickup frequency). Upon payment of this rebate, Hawkeye and City hereby ratify and confirm the 2022 Heavy Commercial Customer rate.

Dated this _____ day of _____, 2023.

CITY OF CRESCO:

HAWKEYE SANITATION, INC:

Mayor Dave Brenno

William Ross Merritt III, President

ATTEST: _____
City Clerk Michelle Elton

APPENDIX "A"
SCHEDULE OF FEES – DWELLING UNITS

FEES FOR RECYCLABLES:

These fees are based on a current rate which does not include a Tipping Fee. These fees shall change should a Tipping Fee be imposed, and future changes shall be based on increases and decreases in any such Tipping Fee. Any changes to these Fees for Recyclables, including but not limited to changes to the types of Recyclables accepted and/or fees, shall be subject to all provisions of Section 2(G) of this Agreement including advance notice, City approval, and, if necessary, binding mediation.

A. Recyclables:

<i>Monthly Recycling</i>	
1/1/23- 12/31/23	\$6.15
1/1/24- 12/31/24	\$6.39
1/1/25- 12/31/25	\$6.65
1/1/26- 12/31/26	\$6.91
1/1/27- 12/31/27	\$7.19

Plus fees incurred, as posted on Rigid Containers (billed by the Hauler).

These fees for Recyclables are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and resident will be required to keep the extra cart for a minimum of six months. If a resident of 65 years of age or older, or a disabled resident, or a resident with special circumstances requests a smaller cart, a 35-gallon cart will be furnished at the same rate.

FEEES FOR NON-RECYCLABLE WASTE:

This rate includes Tipping Fees:

A. Non-Recyclable Waste:

	<i>Monthly Residential: One or two people residing at a residential property where one or both people are 65 years of age or older</i>	<i>Monthly Residential: All other persons residing at a residential property (4% more than 65 years of age or older)</i>
1/1/23-12/31/23	\$21.35	\$22.21
1/1/24-12/31/24	\$22.21	\$23.09
1/1/25-12/31/25	\$23.09	\$24.02
1/1/26-12/31/26	\$24.02	\$24.98
1/1/27-12/31/27	\$24.98	\$25.98

Plus fees incurred, as posted on Rigid Containers (billed by the Hauler).

These fees for non-Recyclables are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and resident will be required to keep the extra cart for a minimum of six months. If a resident of 65 years of age or older, or a disabled resident, or a resident with special circumstances requests a smaller cart, a 35-gallon cart will be furnished at the same rate.

- B. City of Cresco and all Municipal Subdivisions. No charge
- C. Commercial property, School, County, State and Federal property and facilities. See Appendix "B"
- D. Bulky Waste Fees are based on each item collected for disposal. See Appendix "C"

APPENDIX "B"
SCHEDULE OF FEES – COMMERCIAL
(including School, County, State and Federal properties and facilities)

FEES FOR COMMERCIAL NON-RECYCLABLE WASTE:
This rate includes tipping fees.

A. Light Commercial:

	<i>Monthly Light Commercial Non- Recyclable Waste</i>
1/1/23- 12/31/23	\$27.53
1/1/24- 12/31/24	\$28.63
1/1/25- 12/31/25	\$29.78
1/1/26- 12/31/26	\$30.97
1/1/27- 12/31/27	\$32.21

Plus fees incurred, as posted on Rigid Containers (billed by the Hauler).

These fees for Light Commercial Customers are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and the business will be required to keep the extra cart for a minimum of six months. Businesses will be allowed a maximum of two 65-gallon carts. If the business requires more volume space, a dumpster will be required.

B. Heavy Commercial (including School, County, State and Federal properties and facilities): Fees for non-Recyclable Refuse shall be charged on a monthly basis per cubic yard per pickup per week of the dumpster volume and pickup frequency selected in advance by Customer.

	<i>Heavy Commercial Customers</i>
1/1/23- 12/31/23	\$20.35 per cubic yard per pickup per week of dumpster volume and pickup frequency selected in advance by Customer
1/1/24- 12/31/24	\$21.16 per cubic yard per pickup per week of dumpster volume and pickup frequency selected in advance by Customer
1/1/25- 12/31/25	\$22.01 per cubic yard per pickup per week of dumpster volume and pickup frequency selected in advance by Customer
1/1/26- 12/31/26	\$22.89 per cubic yard per pickup per week of dumpster volume and pickup frequency selected in advance by Customer
1/1/27- 12/31/27	\$23.81 per cubic yard per pickup per week of dumpster volume and pickup frequency selected in advance by Customer

Plus fees incurred for non-compliant content in dumpsters (billed by the Hauler)

FEES FOR COMMERCIAL RECYCLABLES:

These fees are based on a current rate which does not include a Tipping Fee. These fees shall change should a Tipping Fee be imposed, and future changes shall be based on increases and decreases in any such Tipping Fee. Any changes to these Fees for Recyclables, including but not limited to changes to the types of Recyclables accepted and/or fees, shall be subject to all provisions of Section 2(G) of this Agreement including advance notice, City approval, and, if necessary, binding mediation.

A. Light Commercial Recyclables:

	<i>Monthly Light Commercial Recyclables</i>
1/1/23-12/31/23	\$7.63
1/1/24-12/31/24	\$7.92
1/1/25-12/31/25	\$8.25
1/1/26-12/31/26	\$8.57
1/1/27-12/31/27	\$8.91

Plus fees incurred, as posted on Rigid Containers (billed by the Hauler).

These fees for Light Commercial Customers are based on one 65-gallon cart. If more than one 65-gallon cart is requested, the monthly fee will be the same for each 65-gallon cart and the business will be required to keep the extra cart for a minimum of six months. Businesses will be allowed a maximum of two 65-gallon carts. If the business requires more volume space, a dumpster will be required.

B. Heavy Commercial Cardboard:

	<i>Heavy Commercial Customers with Existing Cardboard Dumpster</i>	<i>One-Time Stocking Fee for Placement of New (Additional) Cardboard Dumpsters</i>
1/1/23-12/31/23	2-yard dumpster - \$100/month 3-yard dumpster - \$125/month 4-yard dumpster - \$150/month 6-yard dumpster - \$200/month	2-yard dumpster - \$300 3-yard dumpster - \$375 4-yard dumpster - \$450 6-yard dumpster - \$600
1/1/24-12/31/24	2-yard dumpster - \$104/month 3-yard dumpster - \$130/month 4-yard dumpster - \$156/month 6-yard dumpster - \$208/month	2-yard dumpster - \$312 3-yard dumpster - \$390 4-yard dumpster - \$458 6-yard dumpster - \$624
1/1/25-12/31/25	2-yard dumpster - \$108.16/month 3-yard dumpster - \$135.20/month 4-yard dumpster - \$162.24/month 6-yard dumpster - \$216.32/month	2-yard dumpster - \$324.48 3-yard dumpster - \$405.60 4-yard dumpster - \$486.72 6-yard dumpster - \$648.96
1/1/26-12/31/26	2-yard dumpster - \$112.49/month 3-yard dumpster - \$140.61/month 4-yard dumpster - \$168.73/month 6-yard dumpster - \$224.97/month	2-yard dumpster - \$337.46 3-yard dumpster - \$421.82 4-yard dumpster - \$506.19 6-yard dumpster - \$674.92
1/1/27-12/31/27	2-yard dumpster - \$116.99/month 3-yard dumpster - \$146.23/month 4-yard dumpster - \$175.48/month 6-yard dumpster - \$233.97/month	2-yard dumpster - \$350.96 3-yard dumpster - \$438.69 4-yard dumpster - \$526.44 6-yard dumpster - \$701.92

Plus fees incurred for non-compliant content in dumpsters (billed by the Hauler).

Heavy Commercial Customers with cardboard dumpsters already in place are not subject to the One-Time Stocking Fee for Placement unless and until they seek a new or additional dumpster.

Light and Heavy Commercial Customers may deliver Recyclables to the Hawkeye Recycling Center at no charge. Access to the Hawkeye Recycling Center is based on its current cost of operations and does not include a Tipping Fee. Access to the Hawkeye Recycling Center, the type of Recyclables accepted, hours of operation, and/or fees for access shall change should a Tipping Fee be imposed or if costs of operation change, and future changes shall be based on increases and decreases in any such Tipping Fee or costs of operation. Any such changes, including but not limited to access, the type of Recyclables accepted, hours of operation, or fees for

Recyclables, shall be subject to all provisions of Section 2(G) of this Agreement including advance notice, City approval, and, if necessary, binding mediation.

APPENDIX "C"
SCHEDULE OF FEES – BULKY WASTE

FEES FOR BULKY WASTE:
Billed directly by Hauler.

	<i>Bulky Waste</i>
Sofa	\$20.00
Hide-a-bed	\$35.00
Recliner	\$10.00
Small chair	\$5.00
Mattress	\$10.00
Box spring	\$10.00
Toilet	\$7.50
Storm door	\$30.00

ORDINANCE 502

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESCO, IOWA, BY AMENDING CHAPTER 106 SECTION 106.04 AND 106.08 SUBSECTION 1 PERTAINING TO FEES FOR RECYCLABLE AND NON-RECYCLABLE WASTE COLLECTION

BE IT ENACTED by the City Council of the City of Cresco, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapter 106 Sections 106.04 and 106.08 Subsection 1, of the Code of Ordinances of the City of Cresco, Iowa, is repealed and the following adopted in lieu thereof:

106.04 FREQUENCY OF COLLECTION. All solid waste shall be collected from residential premises at least once each week and from commercial, industrial and institutional premises as frequently as may be necessary, ~~but not less than once each week.~~

106.08 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:
(*Goreham vs. Des Moines, 1970, 179 NW 2nd, 449*)

1. Fees. The fees for solid waste collection and disposal service, to any property where water service is turned on, are:

Effective January 1, 2023	
Solid Waste (Residential)	\$22.21 per month per dwelling unit*
Recycling (Residential)	\$6.15 per month per dwelling unit
Solid Waste (Light Commercial)	\$27.53 per month
Recycling (Light Commercial)	\$7.63 per month
Heavy Commercial Customers	\$20.35 per cubic yard per pick up
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$21.35 per month.	

Effective January 1, 2024	
Solid Waste (Residential)	\$23.09 per month per dwelling unit*
Recycling (Residential)	\$6.39 per month per dwelling unit
Solid Waste (Light Commercial)	\$28.63 per month
Recycling (Light Commercial)	\$7.92 per month
Heavy Commercial Customers	\$21.16 per cubic yard per pick up
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$22.21 per month.	

Effective January 1, 2025	
Solid Waste (Residential)	\$24.02 per month per dwelling unit*
Recycling (Residential)	\$6.65 per month per dwelling unit
Solid Waste (Light Commercial)	\$29.78 per month
Recycling (Light Commercial)	\$8.25 per month
Heavy Commercial Customers	\$22.01 per cubic yard per pick up
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$23.09 per month.	

Effective January 1, 2026	
Solid Waste (Residential)	\$24.98 per month per dwelling unit*
Recycling (Residential)	\$6.91 per month per dwelling unit
Solid Waste (Light Commercial)	\$30.97 per month
Recycling (Light Commercial)	\$8.57 per month
Heavy Commercial Customers	\$22.89 per cubic yard per pick up
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$24.02 per month.	

Effective January 1, 2027	
Solid Waste (Residential)	\$25.98 per month per dwelling unit*
Recycling (Residential)	\$7.19 per month per dwelling unit
Solid Waste (Light Commercial)	\$32.21 per month
Recycling (Light Commercial)	\$8.91 per month
Heavy Commercial Customers	\$23.81 per cubic yard per pick up
* Where at least one resident residing in a dwelling unit is 65 years of age or older, the fee is \$24.98 per month.	

Additional fees incurred for non-compliant content or as posted on rigid containers will be billed by the collector.

Heavy Commercial Cardboard:

	<i>Heavy Commercial Customers with Existing Cardboard Dumpster</i>	<i>One-Time Stocking Fee for Placement of New (Additional) Cardboard Dumpsters</i>
1/1/23-12/31/23	2-yard dumpster - \$100/month 3-yard dumpster - \$125/month 4-yard dumpster - \$150/month 6-yard dumpster - \$200/month	2-yard dumpster - \$300 3-yard dumpster - \$375 4-yard dumpster - \$450 6-yard dumpster - \$600
1/1/24-12/31/24	2-yard dumpster - \$104/month 3-yard dumpster - \$130/month 4-yard dumpster - \$156/month 6-yard dumpster - \$208/month	2-yard dumpster - \$312 3-yard dumpster - \$390 4-yard dumpster - \$458 6-yard dumpster - \$624
1/1/25-12/31/25	2-yard dumpster - \$108.16/month 3-yard dumpster - \$135.20/month 4-yard dumpster - \$162.24/month 6-yard dumpster - \$216.32/month	2-yard dumpster - \$324.48 3-yard dumpster - \$405.60 4-yard dumpster - \$486.72 6-yard dumpster - \$648.96
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1/1/27-12/31/27	2-yard dumpster - \$116.99/month 3-yard dumpster - \$146.23/month 4-yard dumpster - \$175.48/month 6-yard dumpster - \$233.97/month	2-yard dumpster - \$350.96 3-yard dumpster - \$438.69 4-yard dumpster - \$526.44 6-yard dumpster - \$701.92

Plus fees incurred for non-compliant content in dumpsters (to be billed by the Collector).

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Mayor David J Brenno

ATTEST: _____
City Clerk Michelle Elton

1st Reading Summary _____ 2nd Reading Summary _____ 3rd Reading Summary _____

I certify that a summary of the foregoing was published as Ordinance No. _____
on the _____ day of _____, 2023.

ATTEST: _____
City Clerk Michelle Elton