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ORDINANCE # 07- 01-550.00

**AN ORDINANCE RELATING TO THE GRANTING OF AN EXCLUSIVE
FRANCHISE FOR THE TRASH AND OR GARBAGE COLLECTION WITHIN THE
CITY OF SMITHS GROVE, KENTUCKY**

WHEREAS: The City of Smiths Grove, Kentucky has, according to law, advertised for sealed bids for an exclusive franchise for trash and/or garbage collection according to written specifications, within the City of Smiths Grove, Kentucky: and

WHEREAS: The City Mayor and City Commission of the City of Smiths Grove, Kentucky has received said bids and evaluated the bids at a public meeting: and

WHEREAS: The City Mayor and City Commission for the City of Smiths Grove, Kentucky has, after due consideration, determined that Monarch Environmental, Inc. of Bowling Green, Kentucky has submitted the highest and best bid to provide said service,

**NOW, THEREFORE BE IT ORDAINED BY THE CITY MAYOR AND CITY
COMMISSION OF THE CITY OF SMITHS GROVE, KENTUCKY:**

Section 1. The city of Smiths Grove, Kentucky does hereby accept the bid of Monarch Environmental Inc. To provide trash and/or garbage collection service for the City of Smiths Grove, Kentucky for a term of three (3) years with a three year option to review and/or renew said bid, in accordance with the terms of the invitation to bid, and the bid submitted by Monarch Environmental Inc., both of which documents are attached hereto and incorporated herein by reference as though copied in full.

Section 2. The Mayor of the City of Smiths Grove, Kentucky is authorized and empowered to execute for and on behalf of the City of Smiths Grove, Kentucky, an exclusive franchise agreement with Monarch Environmental Inc. according to specifications and bid, a copy of which Franchise is attached hereto and incorporated herein by reference as though copied in full.

3. This Ordinance shall become effective upon the date of its passage and all other Ordinances or parts of Ordinances are hereby rescinded.

APPROVED: *signed Larry Steve Watt* DATE: *April 23, 2007*
LARRY STEVE WATT, MAYOR

ATTEST: *signed Donna L. Looney*
DONNA L LOONEY, CITY CLERK

August 8, 2013

Prices below are in the Franchise Agreement dated April 19, 2007, in the letter of November 25, 2008 and in the Franchise Agreement dated March 26, 2010.

Monarch Environmental Inc.
1169 Preston Avenue
Bowling Green, KY 42101
(270) 781-0781

	PRICE {1} 5-1-2007 to 12-31-2008	PRICE {2} 1-1-2009 to 4-30-2010	PRICE {3} 5-1-2010 to present
1-96 gallon	\$13.17	\$13.62	\$13.97{5}
1-2 yd	\$52.25	\$54.03	\$39.20
1-4yd	\$76.98	\$79.60	\$64.68
1-6yd	\$101.03	\$104.47	\$69.75
1-6yd x 2{4}			\$230.89
1-8yd	\$115.47	\$119.40	\$87.19
1-8yd x 2{4}	\$230.94	\$238.79	\$250.89

{1} From Franchise Agreement signed 4-19-2007

{2} From Agreement dated 11-25-2008

{3} From Franchise Agreement signed 3-26-2010

{4} Two pickups a week

{5} People older than 65 will get a 10% discount if the city is notified.

FRANCHISE AGREEMENT

This Exclusive Franchise Agreement made and entered into by and between the City of Smiths Grove, Kentucky through the Mayor, and pursuant of Ordinance # 07-01 550.00 Duly adopted by the City Commission for the City of Smiths Grove, Kentucky, hereinafter referred to as the "City", and Monarch Environmental, Inc., by and through duly authorized representatives and pursuant corporate resolution duly passed by Monarch Environmental Inc., hereinafter referred to as the "Contractor",

Witnesseth that in consideration of the mutual agreements and covenants herein contained, it is mutually understood and agreed between the City and the Contractors as follows:

1. Exclusive rights; The Contractor is hereby granted an exclusive Franchise for the collections of trash and/or garbage within the city.
2. Services; All persons occupying or maintaining a place or residence or a place of business, within the City, shall be offered regular collection service under this contract.
3. Term; The term of this agreement shall be a period of three years (3) years beginning on the First day of May 2007.
4. Minimum service: The Contractor shall make at least one weekly collection at all places of residence and all places of business located within the City.
5. Hours; Collection shall be made during normal working hours so nearly as may be possible, and all collections shall be made as quietly as possible.
6. Litter: The Contractor shall not litter premises in the process of making collections, but shall be made at least one weekly collection, but shall not be required to collect material that has not been placed in approved containers or in a matter herein provided.
7. Approved container:
 - a. The Contractor agrees to provide each residential customer with one ninety-gallon wheeled container. Each container shall be in good serviceable condition and shall be maintained in such condition throughout the term of this Franchise.
 - b. Each Commercial customer will be furnished a commercial Dumpster ranging in size from two to six yards. The Commercial Dumpster or dumpsters so furnished shall be of sufficient size to accommodate the commercial business location and refurbished and painted at least annually throughout the term of Franchise agreement.
8. Collections: The Contractor agrees to collect any material deemed non-hazards and which is considered usual and normal solid waste material that is placed inside residential and/or commercial containers or dumpsters.
9. Other Solid Waste: The Contractor is authorized to negotiate direct with any residential or commercial customers for collections and disposal of larger items of solid waste not customarily placed in refuse containers.
10. Collection and Collection Equipment: collection for residential customers shall be at least weekly at the walk or alley bordering their home sight.

Commercial Customers will be collected at least weekly on their property. The Contractor shall provide an adequate number of vehicles approved by the City for regular collection service. These vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name phone number of the contractor.

11. Hauling: All solid waste handed by the Contractor shall be so contained, tied, or enclosed, that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter.
12. Title to Waste: Title to all waste shall be vested in the Contractor upon being placed in his vehicle.
13. Disposal: All solid waste shall be handled as required by law, and disposed of only at properly licensed solid waste disposal sites and in compliance with all Kentucky and Federal Environmental Protection and Health Laws.
14. Charges and Rates: The charges for residential collection will be \$13.62 Per month for curbside or alley pickup, the charges for Commercial collection using dumpsters shall be as follows:

SIZE	FREQUENCY OF COLLECTION	COST PER MONTH
2 cu yd	1 time per week	\$ 54.03
4 cu yd	1 time per week	\$ 79.60
6 cu yd	1 time per week	\$ 104.47
8 cu yd	1 time per week	\$ 119.40

If more than one collection per week is required, Contractor agrees to make extra pickups at twice the amount stated above.

15. City Container: The Contractor agrees to furnish one ninety-gallon container at the City Hall Building for solid waste collection at no cost to the City.
16. The Contractor also agrees to furnish, free of charge, two (2) 30-yard dumpsters to the City for the City's Annual Clean up. Monarch Environmental shall also set and pick up these containers at the end of the collection/cleanup day.
17. Compensation: The Contractor shall be responsible for the billing and collection of all fees due from both residential and commercial customers in accordance with the above stated charges and rates. The Contractor will pay to the city eight percent, (8%) of all fees charged for residential customers and six percent (6%) of the fee charges commercial customers. A regular accounting shall be made, and all monies due to the city under this paragraph shall be paid to the City by the Contractor within thirty days (30) after collection of same.

18. Deficiencies : The City Mayor shall promptly notify the Contractor of the deficiencies in the service rendered and shall state the details of such alleged deficiencies Failure to correct such deficiencies within a reasonable length of time shall be grounds for cancellation of this Franchise Agreement and forfeiture of the performance bond.
19. Contractor's Personnel: The Contractor shall assign qualified persons to perform the duties of the Contractor's collection employees wear clean uniforms bearing the Company name. The City may request the dismissal of any employee of the contractor who violates any provision of this agreement or who is wanton, negligent or discourteous in the performance of his duty.
20. Other Provisions: Wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by local, State or Federal Government, and no person shall be denied employment by the Contractor for reason of race, creed, or religion. All employees of the Contractors are deemed to be employees of the Contractor, and shall in no way be considered employees of the City.
21. Compliance with Laws: The Contractor agrees to conduct his operation in strict compliance with all applicable laws, rules and regulations regarding the conduct of his business including, but not limited to, maintaining all necessary permits, licenses or other requirements relating to garbage handling and solid waste disposal.
22. Performance Bond: The Contractor shall furnish to the City a performance bond with acceptable corporate surety guaranteeing his performance for the three-year term of this Agreement. Said bond shall be in the amount of Fifty Thousand Dollars, (50,000.00) and shall agree to pay the City the sum Ten Thousand, (10,000.00) per year for the remainder of the term of the Franchise, in this event of a default by the Contractor.
23. Indemnity: The Contractor agrees to indemnify and hold the City it's officers, agents, servants or employees, harmless from and against all suits, actions, legal proceedings, claims, damages and/or attorney fees incidental to any work done by the Contractor in performance of this agreement. In order to guarantee the same, the Contractor agrees to provide to the City evidence of liability insurance covering its operation of motor vehicles and other equipment in an amount of not less than One Million Dollars, (1,000,000) limits of least annually during the term of this agreement. In the event such insurance should be cancellation should be grounds for termination of this Franchise Agreement.
24. Standard of Performance: The Contractor agrees to perform and execute his duties and responsibilities in a reasonable and prudent and effective businesslike manner and agrees that it's agents, servants and employees will do likewise.
25. Right to require Performance: The failure of the City at any time to require performance by the Contractor of any provision herein shall no way effect of a breach of this agreement the parties to this agreement shall have all the rights and remedies afforded by laws of the Commonwealth of Kentucky.

26. Entire Agreement: This agreement constitutes the entire Agreement between the parties, and it shall not be considered modified, altered, or changed in any respect unless in writing and signed by the parties hereto.

IN TESTIMONY WHEREOF The City and Contractor have executed this Agreement this the 19 day of April, 2007.

CITY OF SMITHS GROVE, KENTUCKY

BY: Larry Steve Watt
LARRY STEVE WATT, MAYOR

ATTEST: Donna L Looney
DONNA L LOONEY, CITY CLERK

MONARCH ENVIRONMENTAL, INC

BY: _____
~~X~~ PRESIDENT

ATTEST: Shirley L. Cene
VICE PRESIDENT/GENERAL MANAGER



1169 Preston Avenue
Bowling Green, KY 42101
(270) 781-0781

November 25, 2008

Mayor Steve Wyatt
City Commissioners
City of Smiths Grove:

The new rates agreed upon by the City of Smiths Grove and Monarch Environmental reflecting a 3.4% rate adjustment starting January 1, 2009.

City of Smiths Grove

Steve Wyatt 11/26/08
Signature Date

Monarch Environmental

Kelly Fleener 11-26-08
Signature Date

CURRENT PRICE		2009 PRICE
1-96 gallon	\$13.17	\$13.62
1-2 yd	\$52.25	\$54.03
1-4yd	\$76.98	\$79.60
1-6yd	\$101.03	\$104.47
1-8yd	\$115.47	\$119.40
1-8yd x 2	\$230.94	\$238.79

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Witnesseth that in consideration of the mutual agreements and covenants herein contained, it is mutually understood and agreed between the City and the Contractors as follows:

1. Exclusive rights; The Contractor is hereby granted an exclusive Franchise for the collections of trash and/or garbage within the city.
2. Services; All persons occupying or maintaining a place or residence or a place of business, within the City, shall be mandatory regular collection service under this contract.
3. Term; The term of this agreement shall be a period of three years (3) years beginning on the First day of May 2010.
4. Minimum service: The Contractor shall make at least one weekly collection at all places of residence and all places of business located within the City.
5. Hours; Collection shall be made during normal working hours so nearly as may be possible, and all collections shall be made as quietly as possible.
6. Litter: The Contractor shall not litter premises in the process of making collections, but shall be made at least one weekly collection, but shall not be required to collect material that has not been placed in approved containers or in a matter herein provided.
7. Approved container:
 - a. The Contractor agrees to provide each residential customer with one ninety-gallon wheeled container. Each container shall be in good serviceable condition and shall be maintained in such condition throughout the term of this Franchise.
 - b. Each Commercial customer will be furnished a commercial Dumpster ranging in size from two to six yards. The Commercial Dumpster or dumpsters so furnished shall be of sufficient size to accommodate the commercial business location and refurbished and painted at least annually throughout the term of Franchise agreement.
8. Collections: The Contractor agrees to collect any material deemed non-hazards and which is considered usual and normal solid waste material that is placed inside residential and/or commercial containers or dumpsters.
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13. Disposal: All solid waste shall be handled as required by law, and disposed of only at properly licensed solid waste disposal sites and in compliance with all Kentucky and Federal Environmental Protection and Health Laws.
14. Charges and Rates: The charges for residential collection will be \$13.97. A senior discount will apply to all seniors 65 and older of 10%. Per month for curbside or alley pickup, the charges for Commercial collection using dumpsters shall be as follows:

SIZE	FREQUENCY OF COLLECTION	COST PER MONTH
2 cu yd	1 time per week	\$39.20
4 cu yd	1 time per week	\$54.68
6 cu yd	1 time per week \$ 69.75	\$230.89 2 times a wk
8 cu yd	1 time per week \$ 87.19	\$250.89 2 times a wk

15. City Container: The Contractor agrees to furnish one ninety-gallon container at the City Hall Building for solid waste collection at no cost to the City and also at the Cemetery a 2 cu yd at no cost.
16. The Contractor also agrees to furnish, free of charge, two (2) 30-yard dumpsters to the City for the City's Annual Clean up. Monarch Environmental shall also set and pick up these containers at the end of the collection/cleanup day.
17. Compensation: The Contractor shall be responsible for the billing and collection of all fees due from both residential and commercial customers in accordance with the above stated charges and rates. The Contractor will pay to the city eight percent, (8%) of all fees charged for residential customers and six percent (6%) of the fee charges commercial customers. A regular accounting shall be made, and all monies due to the city under this paragraph

shall be paid to the City by the Contractor within thirty days (30) after collection of same.

18. Deficiencies: The City Mayor shall promptly notify the Contractor of the deficiencies in the service rendered and shall state the details of such alleged deficiencies. Failure to correct such deficiencies within a reasonable length of time shall be grounds for cancellation of this Franchise Agreement and forfeiture of the performance bond.
19. Contractor's Personnel: The Contractor shall assign qualified persons to perform the duties of the Contractor's collection employees. Employees wear clean uniforms bearing the Company name. The City may request the dismissal of any employee of the contractor who violates any provision of this agreement or who is wanton, negligent or discourteous in the performance of his duty.
20. Other Provisions: Wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by local, State or Federal Government, and no person shall be denied employment by the Contractor for reason of race, creed, or religion. All employees of the Contractors are deemed to be employees of the Contractor, and shall in no way be considered employees of the City.
21. Compliance with Laws: The Contractor agrees to conduct his operation in strict compliance with all applicable laws, rules and regulations regarding the conduct of his business including, but not limited to, maintaining all necessary permits, licenses or other requirements relating to garbage handling and solid waste disposal.
22. Performance Bond: The Contractor shall furnish to the City a performance bond with acceptable corporate surety guaranteeing his performance for the three-year term of this Agreement. Said bond shall be in the amount of Fifty Thousand Dollars, (50,000.00) and shall agree to pay the City the sum Ten Thousand, (10,000.00) per year for the remainder of the term of the Franchise, in this event of a default by the Contractor.
23. Indemnity: The Contractor agrees to indemnify and hold the City, its officers, agents, servants or employees, harmless from and against all suits, actions, legal proceedings, claims, damages and/or attorney fees incidental to any work done by the Contractor in performance of this agreement. In order to guarantee the same, the Contractor agrees to provide to the City evidence of liability insurance covering its operation of motor vehicles and other equipment in an amount of not less than One Million Dollars, (1,000,000) limits of least annually during the term of this agreement. In the event such insurance should be cancelled, cancellation should be grounds for termination of this Franchise Agreement.
24. Standard of Performance: The Contractor agrees to perform and execute his duties and responsibilities in a reasonable and prudent and effective businesslike manner and agrees that its agents, servants and employees will do likewise.
25. Right to require Performance: The failure of the City at any time to require performance by the Contractor of any provision herein shall have no effect of

a breach of this agreement the parties to this agreement shall have all the rights and remedies afforded by laws of the Commonwealth of Kentucky.

26. Entire Agreement: This agreement constitutes the entire Agreement between the parties, and it shall not be considered modified, altered, or changed in any respect unless in writing and signed by the parties hereto.

IN TESTIMONY WHEREOF The City and Contractor have executed this Agreement this the 26th day of March, 2010.

CITY OF SMITHS GROVE, KENTUCKY

BY: Larry Steve Watt
LARRY STEVE WATT, MAYOR

ATTEST: Donna L Looney
DONNA L LOONEY, CITY CLERK

BY: Jeff Wilson
VICE PRESIDENT/GENERAL MANAGER