

SMITHS GROVE CITY COMMISSION

ORDINANCE NUMBER 13-008 550.00

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**AN ORDINANCE EXTENDING AN EXCLUSIVE FRANCHISE FOR 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 for the City of Smiths Grove, Kentucky has, after due consideration, determined that Monarch Environmental, Inc. of Bowling Green, Kentucky has submitted the best bid to provide said service, and

WHEREAS; The Franchise was established last in Ordinance 07-01 550.00, dated April 23, 2007; however, there is no signed copy of Ordinance 07-01 550.00 in our files,

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

Section 1. Ordinance 07-01 550.00, enacted on April 23, 2007 granting an exclusive franchise for trash and garbage collection in Smiths Grove to Monarch Environmental, Inc. is hereby repealed in its entirety effective September 23, 2013.

Section 2. The provisions of the exclusive franchise for trash and garbage collection in Smiths Grove will become effective September 23, 2013 and remain in effect until December 31, 2014. The Agreement will then automatically be renewed December 31st of each subsequent year unless either party gives ninety (90) days' notice to end the Agreement.

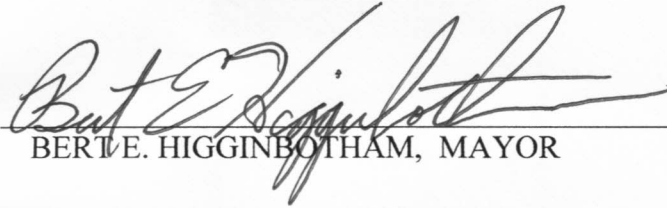
Section 3. The Mayor of the City of Smiths Grove, Kentucky is authorized to execute the franchise agreements on behalf of the City of Smiths Grove, Kentucky with Monarch Environmental Inc. The Franchise Agreement is incorporated herein by reference as though copied in full.

This Ordinance shall become effective upon the 23rd of September 2013 and all other Ordinances or parts of Ordinances similarly applicable are hereby rescinded.

Passed on First Reading by roll call vote this 26th day of August, 2013.

Passed by roll call vote and adopted on Second Reading this 23rd day of September, 2013.

APPROVED:



Bert E. Higginbotham

BERT E. HIGGINBOTHAM, MAYOR

ATTEST:



Deborah K. Brewer

DEBORAH K. BREWER, CITY CLERK

FRANCHISE AGREEMENT

This Exclusive Franchise Agreement made and entered into by and between the City of Smiths Grove, Kentucky through the Mayor, pursuant to Ordinance 13-008 550.00 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",

Witness 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 of residence or a place of business, within the City, shall be offered regular collection service under this contract.
3. Term: The initial term of this agreement shall be a period beginning September 23, 2013 and ending December 31, 2014. The Agreement will then automatically be renewed December 31st of each subsequent year unless either party gives ninety (90) days' notice to end the Agreement.
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 its weekly collection, but shall not be required to collect material that has not been placed in approved containers.
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 handled 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:

Residential collection will be \$13.62 per month for curbside or alley pickup. A 10% senior citizen discount will apply to all persons 65 years or older. Application for this discount must be initiated through City Hall and will be applied in the billing cycle following notification.

Commercial collection using dumpsters shall be as follows:

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

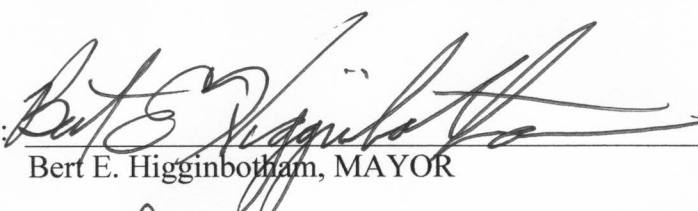
15. City Container: The Contractor agrees to furnish one ninety-gallon container at the City Hall Building and a 2 cubic yard dumpster at the Cemetery for solid waste collection at no cost to the City.
16. The Contractor also agrees to furnish, free of charge, two (2) 30-yard dumpsters to the City for 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. 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 term(s) 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 Dollars, (\$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 holds 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 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 in no way effect or be seen as 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 23rd day of September, 2013.

CITY OF SMITHS GROVE, KENTUCKY

BY: _____



Bert E. Higginbotham, MAYOR

ATTEST: _____


Deborah K. Brewer, CITY CLERK/TREASURER

MONARCH ENVIRONMENTAL, INC

ATTEST: _____


Kelly Fleener, SALES & MARKETING