

AN ORDINANCE RELATING TO THE GRANTING OF 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 Commission of the City of Smiths Grove, Kentucky has received said bids and evaluated the bids at a public meeting: and

WHEREAS The 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 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, (3) 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.

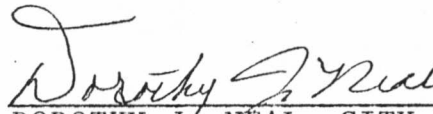
Section 2. The Mayor of the City of Smiths Grove, Kentucky is authorized and empowered to execute for and on behalf of the City of Smiths Grove, Kentucky, an exclusive franchise agreement with Monarch Environmental Inc. according to specifications and bid, a copy of which Franchise is attached hereto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

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shall become effective upon the date of its passage and all other Ordinances or parts of ordinances are hereby rescinded.

APPROVED:

  
JAMES R. GILLEY, MAYOR

ATTEST:

  
DOROTHY J. NEAL, CITY CLERK

PASSED::

First reading 7-22-96

Second reading 7-23-96

## FRANCHISE AGREEMENT

This Exclusive Franchise Agreement made and entered into by and between the City of Smiths Grove, Kentucky through the Mayor, and pursuant to Ordinance #96-1 830.3 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 its duly authorized representatives and pursuant to 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 Contractor as follows:

1. Exclusive right; The Contractor is hereby granted an exclusive franchise for the collection of trash and/or garbage within the city.
2. Service; 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 for a period of three, (3) years beginning on the first day of August, 1996.
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 not be required to collect material that has not been placed in approved containers or in a manner 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 servicable 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 accomodate the commercial business location. Each commercial dumpster shall be maintained in good servicable condition and refurbished and painted at least annually throughout the term of this franchise agreement.
8. Collection: The Contractor agrees to collect any material deemed non-hazardous and which is considered usual and normal solid waste material that is placed inside residential and/or commercial containers or dumpster.

9. Other Solid Waste: The Contractor is authorized to negotiate directly with any residential or commercial customer for collection 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 and 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 for disposal 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 \$11.50 per month for curb-side 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	\$29.50
4 cu yd	1 time per week	\$59.00
6 cu yd	1 time per week	\$88.50

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 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 fees charged 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 Commission 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 the 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 within the City. The City may require that 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 Contractor shall be 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 to the City the sum of Ten Thousand Dollars, (\$10,000.00) per year for the remainder of the term of this Franchise, in the 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 attorneys 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 and activities including the operation of motor vehicles and other equipment in an amount of not less than One Million Dollars, (1,000,000) limits of liability. Evidence of continuing insurance coverage shall be provided at least annually during the term of this agreement. In the event such insurance should be cancelled for any reason, the Contractor shall immediately notify the City and such cancellation shall 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 efficient 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 the rights of the City thereafter to enforce the same. In the event of a breach of this Agreement the parties to this Agreement shall have all the rights and remedies afforded by the 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 30<sup>th</sup> day of July, 1996.

CITY OF SMITHS GROVE, KENTUCKY

BY: James R. Gilley  
James R. Gilley, Mayor

ATTEST: Dorothy J. Neal  
Dorothy J. Neal, City Clerk

MONARCH ENVIRONMENTAL, INC.

BY: Robert P. Smith  
PRESIDENT

ATTEST: James Doherty  
VICE PRESIDENT/GENERAL MANAGER

