

ORDINANCE NO. 2001-12

**An Ordinance Waiving Competitive Bidding on Contract
for Collection and Disposal of Solid Waste
Within the City of Cotter, Arkansas**

WHEREAS, it is in the best interests of the Citizens of the City of Cotter, Arkansas to continue contracting for collection and disposal of solid waste;

WHEREAS, the City of Cotter, Arkansas has long established relationship with I.E.S.I. Corporation in regards to the collection and disposal of solid waste; and

WHEREAS, competitive bidding is not feasible or practical.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Cotter, Arkansas:

1. That the Mayor of the City of Cotter, Arkansas is hereby authorized and directed to enter into a contract with I.E.S.I. for the collection and disposal of solid waste within the City of Cotter, Arkansas. Said contract shall be on the same terms and conditions as set forth in Exhibit "A" and incorporated by reference.

2. That competitive bidding on the contract is not feasible or practical and is hereby waived on said contract. The reasons for competitive bidding not being feasible or practical include, but are not limited to, the following, to-wit:

A. The City of Cotter has a long term relationship with I.E.S.I. in which the City has been adequately provided for in the collection and disposal of solid waste;

B. The City would incur various expenses in changing the current relationship and such expenses are not warranted under the circumstances; and

C. The citizens of Cotter would be subject to changing of trash pick-up times if I.E.S.I. no longer provided the service. Such disruption and inconvenience is not warranted.

3. That orderly continuation of collection and disposal of solid waste within the City of Cotter, Arkansas is vital to the health, safety and welfare of the Citizens of Cotter, Arkansas. An emergency is therefore declared to exist and this Ordinance shall be in full force and effect from date of passage.

PASSED AND APPROVED this 29th day of November, 2001.



MAYOR
J.D. PRATT



RECORDER / TREASURER
MARY E. MC LAUGHLIN

COPY

I.E.S.I. AR. CORP.
10 CR 51
Midway, Arkansas
72651

CONTRACT

I.E.S.I. (hereinafter called Contractor) hereby submits the following contract for the collection and disposal of solid waste within the City of Cotter, Arkansas (hereinafter called City)

Contract shall be for a period of three (3) years, commencing Dec. 1 2001, and terminating Nov. 30, 2004. Contract shall automatically renew for another three (3) year term, unless either party is notified in writing at least ninety (90) days prior to the end of the contract.

- A. Service shall be one time per week curbside pick-up for residential and non-containerized commercial accounts with a limit of four (4) thirty-three gallon bags or containers per stop. Fifty-five gallon drums will not be picked-up by Contractor. The rate for service shall be seven dollars (\$7.00) with a CPI increase annually (not to exceed 3%), to be approved by the city council and effective on each anniversary date.
- B. Solid waste should be set out by 7:00 A.M. on collection day. Solid waste shall consist of refuse animal or vegetable matter (as from kitchen or food processing facility), paper, bottles, cans, and trash normally generated in residential or commercial use, but not including any hazardous waste.
- C. Payment shall be made to contractor by the City not later than the fifteenth (15) of each month for the previous month's service.
- D. Contractor shall carry workers compensation and liability insurance.
- E. Contractor will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.
- F. Holiday schedules shall be provided by Contractor.
- G. All waste collected shall be disposed of at a state-approved landfill.

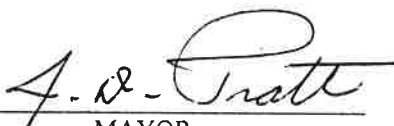
H. Contractor shall provide an annual spring and fall cleanup for the City at no additional cost to the City.

I. A list of items that cannot be accepted at the landfill is attached.

IN WITNESS WHEREOF, the contracting parties, by our duly authorized agents, hereby affix
Our signatures on this 30th day of November 2001

SIGNED:  Tom Pata
REGION MANAGER
I.E.S.I.

WITNESS: 

SIGNED: 
MAYOR
CITY OF COTTER, AR.
J.D. PRATT

WITNESS: 
RECORDER/TREASURER
MARY E. MC LAUGHLIN

I.E.S.I. AR. CORP.
10 CR 51
Midway, Arkansas
72651

CONTRACT

I.E.S.I. (hereinafter called Contractor) hereby submits the following contract for the collection and disposal of solid waste within the City of Cotter, Arkansas (hereinafter called City)

Contract shall be for a period of three (3) years, commencing _____ 2001, and terminating _____, 2004. Contract shall automatically renew for another three (3) year term, unless either party is notified in writing at least ninety (90) days prior to the end of the contract.

- A. Service shall be one time per week curbside pick-up for residential and non-containerized commercial accounts with a limit of four (4) thirty-three gallon bags or containers per stop. Fifty-five gallon drums will not be picked-up by Contractor. The rate for service shall be seven dollars (\$7.00) with a CPI increase annually (not to exceed 3%), to be approved by the city council and effective on each anniversary date.
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- C. Payment shall be made to contractor by the City not later than the fifteenth (15) of each month for the previous month's service.
- D. Contractor shall carry workers compensation and liability insurance.
- E. Contractor will indemnify and hold harmless the City, it's officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor, it's officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the City, it's officers, agents, servants and employees.
- F. Holiday schedules shall be provided by Contractor.
- G. All waste collected shall be disposed of at a state-approved landfill.

- H. Contractor shall provide an annual spring and fall cleanup for the City at no additional cost to the City.
- I. A list of items that cannot be accepted at the landfill is attached.

IN WITNESS WHEREOF, the contracting parties, by our duly authorized agents, hereby affix
Our signatures on this _____ day of September, 2001.

SIGNED: _____
REGION MANAGER
I.E.S.I.

WITNESS: _____

SIGNED: _____
MAYOR
CITY OF COTTER, AR.

WITNESS: _____