

RESOLUTION AUTHORIZING REFUSE CONTRACT

WHEREAS, the City of Cotter, Arkansas, hereinafter referred to as "City" does not have the equipment, personnel or means with which to collect, transport, and dispose of refuse, rubbish, garbage and trash, hereinafter referred to as "refuse", which accumulates within the City from residences, business establishments and the City itself;

WHEREAS, a prior concern which collected, transported and disposed of such refuse, without notice, ceased to operate and the City was forced to temporarily employ another firm for this purpose;

WHEREAS, DON'S SANITATION, hereinafter referred to as "Contractor", has all of the necessary equipment to collect and transport such refuse and can dispose of the same in accordance with the sanitary requirements of the City and County, the State Department of Pollution Control and Ecology and regulations of the United States Government; and

WHEREAS, an emergency exists in that the City does not have the means to continue under the present temporary arrangement and it is necessary for the health and welfare of the inhabitants of the City that a written contract be entered into with the foresaid Contractor for the collection, transport and disposal of said refuse in accordance with the aforesaid sanitary requirements; and that the inhabitants of the City be required such service;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COTTER, ARKANSAS, that the City enter into a refuse contract with the aforesaid Contractor, copy of which contract is attached hereto and made a part hereof as though set forth at length herein, and that the Mayor and Recorder of said City be, and they hereby are, authorized and directed to execute said contract on behalf of said City; and, further, that the inhabitants of the City, whether individual or business establishments, be, and they hereby are required to use the aforesaid refuse pick-up

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THIS CONTRACT made by and between the City of Cotter, Arkansas, a City of the Second Class, existing under and by virtue of the laws of the State of Arkansas, hereinafter referred to as the "City", and

d/b/a _____, hereinafter referred to as "Contractor".

W I T N E S S E T H:

1. The term of this Contract shall be one year commencing on March 1, 1986, and ending on February 28, 1987.

2. The Contractor agrees as follows:

A. To collect, transport and dispose of (1) the rubbish, garbage and trash of all residences, hospitals, hotels, restaurants, grocery stores, meat markets, drug stores, and all other places where food may be handled, used or consumed; and (2) the rubbish, garbage and trash of residences and all commercial, public or business establishments within the City limits of Cotter, Arkansas.

B. To collect, transport and dispose of the carcasses of any dead animal if same is in plastic bag and placed in container.

C. To collect, transport and dispose of scrap lumber and tree limbs if same is not over four (4) feet in length, weighs no more than Sixty (60) pounds and are bundled up and tied; and also ashes if they are wet.

D. If any person, firm or corporation has large items such as refrigerators, stoves, couches, large chairs or similar items which contractor is able to handle, Contractor will collect, transport and dispose of the same if such person, firm or corporation will notify and discuss with Contractor the disposal a week in advance.

E. In disposing of the materials collected, to use a landfill operation as approved by the Cotter City Council and to comply with the sanitary requirements of the City, County, the State Department of Pollution Control and Ecology, and any and all regulations of the United States Government pertaining thereto.

F. To maintain at its principal place of business in _____,

Arkansas. telephone service from 8:00 a.m. to 5:00 p.m. _____ days a

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G. To furnish and be covered by adequate public liability insurance in the following minimum amounts: \$50,000.00 payable to a person; \$100,000.00 for consequences of an accident; and \$25,000.00 for property damage.

H. To provide the City Council with a designation of routes and schedules of trucks, and to provide such other information as the Council, from time to time, shall request concerning the method, manner, and expenses in connection with collection and disposal operations. In no event shall pick-up be less than once per week for the area serviced and, if the Council deems it necessary, oftener for commercial pick-ups.

I. The Contractor agrees as part consideration of this contract that it will pick-up without charge all of the refuse up to and including Fifteen (15) City barrels located on City property including, but not limited to, City Parks, City Hall and cemetery.

J. The City agrees:

A. That all garbage from residences shall be in garbage cans and/or plastic bags and shall be placed, with the garbage and trash therein, at the street curb, it being understood that the Collector is not required to pick-up containers at any place but street curb. Other refuse from residences such as scrap lumber and tree limbs shall be placed at or near the garbage cans and/or plastic bags at street curb. All garbage, trash, and rubbish from commercial establishments shall be placed at an appropriate place readily accessible and convenient to the Collector.

B. If any residents are physically handicapped to the extent that they are unable to place garbage, trash, rubbish and refuse at street curbs, upon application to the City Council with proof of such handicap, the City Council may grant special permit to such resident to place garbage, trash, rubbish and refuse at another location and the

COMMERCIAL: Contractor shall negotiate with each commercial establishments for the rate to be paid on cubic yards picked-up. Containers can be rented by such commercial establishments from Contractor but this is not mandatory.

D. The City shall bill residential customers by adding the same to monthly water bills. The City shall not bill commercial customers unless a later date uniform information is supplied so that commercial bills be added to the water bills. In no event shall The City be responsible for the collection of said bills. Delinquent accounts shall not be carried by the City. For every fee collected, the City shall receive Fifty Cents (50¢) for its billing and collection services; payment shall be made by the City to the Contractor on the first of every month for fees collected during the previous month.

4. IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO:

A. The Contractor is hereby given an option to renew this Contract for an additional period of one (1) year, and for successive one-year periods thereafter, provided all the terms of this contract, binding upon the Contractor be fulfilled. If the Contractor does not wish to exercise this option of renewal, he shall serve notice in writing to the Mayor at the City Hall to that effect at least ninety (90) days prior to the termination of the Contract.

B. If the City Council shall determine by simple majority vote that the services of Contractor are no longer desired by the City, then the City Council may decline and refuse to renew the contract at the expiration of each one-year period. The Council shall give Contractor at least Ninety (90) days prior written notice of such decision prior to expiration of the contractual period.

C. If the Contractor shall fail, neglect or refuse to fulfill any or all of the terms of this Contract to be performed by him, the City Council shall inform Contractor of the particular term or terms of non-compliance, giving him Fifteen (15) days within which to properly comply, and hearing thereon shall be held at the next Council meeting af-

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D. In the event the Federal or State Government shall enact legislation substantially affecting Contractor, in that additional land or equipment would be required for disposal of garbage, trash, and rubbish, the parties hereto agree that a reasonable adjustment shall be made to this Contract either by increasing the Contract price or the City through its Council deciding to purchase the equipment of Contractor. Further, that a reasonable adjustment should be made to this Contractor by decreasing the Contract price if an approved sanitary land fill or incinerator is more conveniently located to the City of Cotter than at the present time, thereby reducing greatly the expense and the cost of the Contractor, or other circumstances occur warranting such adjustment. In the event the parties hereto are unable to agree on an adjustment, either party within ten (10) days following failure to reach agreement, may be written notice to the other, appoint an arbitrator. Within Ten (10) days after said notice, the other shall by written notice appoint another arbitrator and the two arbitrators shall appoint a third arbitrator. Said arbitrators shall meet and give each party an opportunity to present its case and witnesses and shall then make its award as determined by a majority of the arbitrators.

E. This contract shall not be assignable.

IN WITNESS WHEREOF, the City of Cotter, Arkansas, by order of its City Council has caused these presents to be executed by its Mayor and Recorder and its seal hereunto affixed and the Contractor has set his hand and seal hereunto on this 15 day of _____ 1986.

THE CITY OF COTTER, ARKANSAS

BY: _____

REX S. BAYLESS, MAYOR

ATTEST:

THEODORE X. CRAMLET, RECORDER