

COMMONWEALTH OF KENTUCKY  
CITY OF LA GRANGE  
RESOLUTION NO. 7 - 2015

A RESOLUTION PROVIDING FOR A CONTRACT EXTENSION FOR COLLECTION  
AND DISPOSAL OF GARBAGE, TRASH AND DEBRIS WITHIN THE CITY OF LA  
GRANGE, KENTUCKY

BE IT RESOLVED BY THE CITY OF LA GRANGE, KENTUCKY THAT:

1. That the City of La Grange, desires continuation of services for the collection and disposal of garbage, trash, debris, medical waste, biological waste, industrial waste and similar type materials within the City of La Grange, Kentucky, and being desirous of continuing to provide for the health, safety and welfare of its citizens does hereby desire to enter into a new contract with Industrial Disposal (hereinafter "franchise holder") in such manner and on such terms, specifications and conditions as hereinafter set out.

a. The franchise holder shall be required to empty for each residential and commercial customer up to two (2) 95-gallon garbage containers, with each container or bag not to exceed 50 pounds. Should any commercial establishment regularly exceed two (2) 95-gallon garbage containers, the franchise holder shall have the right to refuse regular pickup and the commercial establishment will be required to dispose of garbage, trash or refuse through the commercial dumpster rate. Biomedical waste and chemotherapy waste shall be in approved containers for such materials and at such rates as are bid pursuant to this resolution. If a commercial customer chooses to own or lease a compactor, the franchisee shall provide service of either rental of the equipment, transportation and disposal of compactor only or both. The franchise holder shall pay the City a franchise fee of 5% of the gross revenue collected in the City including both residential and commercial fees (including dumpster fees and compactor fees and biomedical and chemotherapy waste and industrial waste). Payment shall be made to the City monthly on or before the 15th of the month for revenues collected for the preceding month. A monthly accounting report for all commercial fees collected shall be required with the payment.

b. The franchise holder will provide free of charge, twice a year, in the spring and fall, one (1) 40 yard roll-off box to be emptied when filled on a date to be decided by the City of La Grange and one (1) 40 yard roll-off box per month to be ordered by the City as needed and to be emptied when filled at no charge. In the event the City of La Grange needs additional services, normal charges will apply.

c. The franchise holder will also provide one (1) four yard dumpster at Walsh Park, one (1) four yard dumpster at Wilborn Park, two (2) 95-gallon garbage containers at Mundo Park, two (2) 95-gallon garbage containers at the La Grange Police Department, two (2) 95-gallon garbage containers at the La Grange Welcome Center (also known as The Little Blue House), one (1) four yard dumpster at the La Grange Utilities Commission's Sewage Treatment Plant, two (2) 95-gallon garbage containers at the La Grange Utilities Commission office and one (1) four yard dumpster at the La Grange Public Works Department to be emptied on a will-call basis at no monthly charge. The franchise holder will also provide four (4) 95-gallon garbage containers to the La Grange City Hall at no monthly charge. The franchise holder will also provide regular pickup for the decorative garbage containers on Historic Main Street in downtown La Grange free of charge.

d. If the franchise holder sets a date for pickup at a residence or business, that date shall be honored at all times. If the garbage collection day falls on a holiday, garbage collection shall be scheduled for a substitute pickup within that week. If the garbage is not picked up, the customer will not pay for that week.

e. The franchise holder will provide and use for the purpose of disposal of the garbage, trash and debris collected, a solid waste disposal facility or site approved by and under the regulations of the Kentucky Department of Health in accordance with KRS 211.700 and all other applicable law. In addition, the franchise holder shall comply with all the laws, ordinances and regulations applying to this activity under said franchise and shall be subject to the regulations of the Kentucky Department of Health and the Oldham County Board of Health.

f. The franchise holder shall use for the collection of garbage (food waste and other items which quickly decompose, becoming noxious and a health hazard) enclosed and leak-proof trucks or trailers equipped so as to compress and pack the garbage so collected. Equipment used solely for the collection of trash and debris, other than garbage as herein defined, shall be enclosed so as not to scatter and disburse said trash and debris. Appropriate containers will be provided for the disposal of biomedical and chemotherapy waste.

g. The term of the contract extension/renewal hereunder shall be for a period of one (1) year, beginning January 1, 2016 and extending until December 31, 2016. Annual options for renewal / extension will be available at the agreement of both parties with 60 days prior to contract anniversary date written notice of intent to renew / extend under same terms and conditions / scope of work by the City of La Grange. This franchise shall be exclusive, that is, only the franchise holder may collect and dispose of garbage, trash and debris as previously defined from residential or commercial customers within the City of La Grange.

h. The franchise holder is requested to provide for the disposal of industrial waste such as coolant, paint, ink and similar types of materials by stating what types of materials the franchise holder would dispose of as industrial waste and the price for such disposal by size of container and price for each size. As used in the paragraph, the term "industrial customer" means a person, firm or corporation engaged in a manufacturing activity and not in a usual course of business selling his products at retail. The City of La Grange reserves the provision of industrial waste disposal for private negotiations between industrial customers only and disposal companies.

i. This franchise does not cover the pickup and disposal of construction debris or similar materials from construction sites or the periodic and occasional rental of a roll-off container by residents for the occasional cleanup of the residents' property. This service will be governed by separate ordinance for the obtaining of a permit to place such a roll-off container for a limited period of time not to exceed three weeks in duration for each permit.

j. The franchise holder prior to the beginning of performance under the franchise shall furnish to the City a performance bond with corporate surety in an amount of not less than fifty thousand (\$50,000.00) dollars. The limit of the liability on such performance bond shall be subject to increase by the City Council on the basis of any increase in the costs of rendering the services authorized by the franchise and on the basis of any increase in the volume of business under the franchise. The franchise holder shall obtain and maintain

throughout the term of the franchise, worker's compensation insurance and general automobile liability insurance with minimum limits of five hundred thousand (\$500,000.00) dollars for the injury of one (1) person, one million (\$1,000,000.00) dollars for the injury to all persons as a result of any one occurrence and two hundred fifty thousand (\$250,000.00) for property damage resulting from any one occurrence. Proof of insurance shall be given to the City at the beginning of the contract and each year thereafter. The franchise holder shall hold the City harmless and indemnify the City for any liability, loss or damage from the actions of the franchise holder or its agents and employees, including payment to the City of any attorney's fees, court costs or expenses incurred by the City as a result of the franchise holder's action. The City shall be named as an additional insured on the franchise holder's policy and shall give the City thirty (30) days written advanced notice if any change in insurance occurs during this franchise.

k. Rate and prices to be charged residential customers, commercial customers and industrial customers and the nature of the service to be rendered shall be in accordance with the rate and price change that became effective on January 1, 2013, which is attached hereto.

l. The Franchise holder shall provide at its monthly rate to be charged to each residential customer for one collection per week of regular household garbage and one collection per month of four (4) large items such as refrigerators, water heaters, mattresses, televisions and similar type materials at curb side on the last pick-up day of the month.

m. The franchise holder shall state the monthly rate to be charged to each commercial customer for the size of dumpsters or compactors or for two (2) 95- gallon garbage containers and the number of pickups per week as included in the bid form. The franchise holder shall state the rates to be charged for the size of container and pickups per week for biomedical waste and chemotherapy waste containers. The franchise holder shall state the monthly rate to be charged to industrial customers for disposal of industrial waste by size of container and number of pickups per week. The franchise holder shall bill and collect from the commercial and industrial customers directly.

n. Rates and prices to be charged residential and commercial customers and the nature of the service to be rendered to them, including the number of collections per week, shall not be changed during the term of the contract extension.

o. The franchise holder shall handle all customer complaints and shall maintain a local phone number or toll free number by which customers can contact the franchise holder. Collection shall be made one (1) time per week for residential customers and shall occur between the hours of 7:00 a.m. and 7:00 p.m. Collection shall not be permitted on Sundays or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Refuse not picked up on said holidays shall be picked up upon the next working day with the collection for the balance of the week following the holiday to be made on the normally scheduled day. Any additional holidays observed by the franchise holder shall be explained and set forth in the submitted proposal.

p. The franchise holder shall at all times be subject to the reasonable regulations by the City Council on all matters pertaining to the franchise including, but not limited to, the nature and quality of the service rendered and performed under the franchise. At its option, the City Council may terminate

the franchise for failure of the franchise holder to materially and substantially perform for a period of one (1) week, adverse weather, natural catastrophes and acts of God excepted. Waiver of the City Council of one (1) or more failure by the franchise holder to perform shall not be deemed a waiver of any future failures or defaults and shall not prejudice the right of terminations hereby provided. Termination of the franchise as herein provided shall not affect or release the liability of the franchise holder or its corporate surety on the performance bond; provided, however, that such termination shall be on such terms and conditions as will best protect the rights of the corporate surety on said performance bond consistent with the rights of the City of La Grange and the customers of the service to be rendered under the franchise; and provided further that the terms and conditions of the surety's liability on its performance bond may be more fully specified and clarified by agreement between the surety and the City of La Grange made contemporaneously with the execution of the performance bond. The franchise holder shall be responsible for enforcing the franchise by appropriate means against any possible violators. The City will co-operate, but will not take the responsibility to enforce the franchise.

q. The franchise holder, and the corporate surety on the performance bond of the franchise holder, shall be subject to the jurisdiction of the Oldham Circuit Court in any action commenced on any claim under the franchise.

r. The franchise holder shall provide all payments and a list of all customers to the City by the 15th of the following month. If all payments to the City are not made by the 15th of the month, then a two (2%) per cent penalty will be added to the amount of the overdue payments.

s. The franchise holder, in addition to the bid for the garbage franchise, shall provide a proposal for a disposal of tires within the City of La Grange and for a recycling program within the City of La Grange. The City Council shall not be obligated to accept such proposal as a part of this extension/renewal, but may contract with the franchise holder at a later date for such a proposal based on the bid.

2. That the City of La Grange and Republic Services of KY, LLC shall forthwith, enter into an contract extension for the collection and disposal of garbage, trash and debris within the City of La Grange which shall incorporate, verbatim, or by reference, the provisions of this Resolution and the written proposal of the franchise holder as well as previous resolution and ordinance not in conflict therewith. The Mayor is hereby authorized to execute said contract.

Said resolution adopted by the City Council of the City of La Grange, Kentucky this 5<sup>th</sup> day of October, 2015.

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Joe Davenport, MAYOR

ATTEST:

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Stephanie Cooper, CITY CLERK

FOR: 8

AGAINST: 0

ABSTAINED: 0

PRESENT: 8