

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE REFUSE, RECYCLING AND YARD WASTE COLLECTION AND DISPOSAL SERVICES TO THE RESIDENTS OF THE CITY OF FRONTENAC, MISSOURI.**

**WHEREAS**, the Board of Aldermen of the City of Frontenac has determined based on its sole legislative discretion that public health, safety, and welfare dictate providing a contract extension with Gateway Disposal, LLC, as their current contract expires on December 31, 2024, and

**WHEREAS**, the contractor Gateway Disposal, LLC has provided pricing information for a five year contract extension for refuse, recycling and yard waste collection services to the City and its residents, and

**WHEREAS**, the City of Frontenac desires to contract services from Gateway for residents for the next five (5) years commencing on Monday, January 1, 2025 and terminating December 31, 2029, and

**WHEREAS**, the total cost per residence for rear or side yard trash and recycling and unlimited curbside yard waste will be \$37.00 per month for the first year of the contract; \$38.85 per month for the second year of the contract; \$40.79 per month for the third year of the contract; \$42.82 per month for the fourth year of the contract; and \$44.96 per month for the fifth year of the contract; per household, which the residents will be responsible to pay.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FRONTENAC, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**



**SECTION ONE:**

The Mayor is hereby authorized to enter into an agreement ("Agreement") on behalf of the City of Frontenac, Missouri, with Gateway Disposal, LLC to provide trash collection and disposal services for residents of the City of Frontenac on terms consistent with those stated above and in form approved by the Mayor and City Attorney.

**SECTION TWO:**

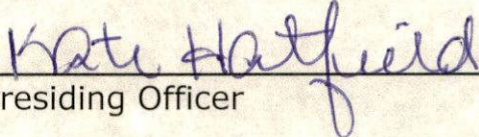
The following documents will become attachments to and be incorporated into the Agreement:


1. City of Frontenac Request for Proposal for Residential Solid Waste, Recyclables, Yard Waste and Bulky Collection, Hauling, Processing and Disposal (Contract Specifications).
2. Gateway's proposal, bid proposal form, and all documents submitted with Gateway's proposal.

**SECTION THREE:**

This ordinance shall be in full force and effect immediately upon its passage by the Board of Aldermen and its approval by the Mayor.

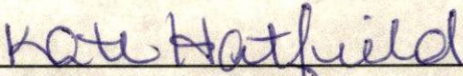
**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF FRONTENAC, MISSOURI, THIS 16<sup>TH</sup> DAY OF JULY 2024.**

  
\_\_\_\_\_  
Presiding Officer

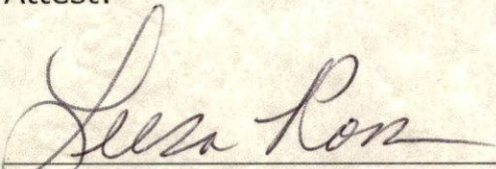
Attest:  
  
\_\_\_\_\_  
Leesa Ross, City Clerk



**APPROVED THIS 16<sup>TH</sup> DAY OF JULY 2024.**

  
\_\_\_\_\_  
Kate Hatfield, Mayor

Attest:

  
\_\_\_\_\_  
Leesa Ross, City Clerk



**AGREEMENT FOR THE COLLECTION OF REFUSE, YARD  
WASTE, AND RECYCLABLES WITHIN THE CITY OF FRONTENAC,  
MISSOURI**

THIS AGREEMENT is entered into effective the 18<sup>th</sup> day of July, 2024, by and between the City of Frontenac, Missouri ("City"), and Gateway Disposal LLC, ("Gateway").

**WHEREAS**, the City is authorized to adopt a plan for a solid waste management system and to provide for the collection and disposal of solid waste within its boundaries; and

**WHEREAS**, City is desirous of entering into an agreement with Gateway for the collection, transportation and disposal of residential solid waste pursuant to Ordinance No. 2024-2041, which authorizes the Mayor of the City to execute this Agreement on behalf of the City;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements herein contained, the adequacy of which are hereby acknowledged and confessed, the parties hereto do mutually promise, covenant and agree as follows:

**ARTICLE 1 – TERM OF CONTRACT:**

Subject to the provisions of Article 6 of this Agreement, below, the Term of this Contract shall be from January 1, 2025, through December 31, 2029.

**ARTICLE 2 - CONTRACT DOCUMENTS:**

1. The Contract between the parties shall be comprised of this Agreement, the City's *Request for Proposal for Residential Solid Waste, Recyclables, Yard Waste and Bulky Collection, Hauling Processing and Disposal* ("Specifications"), attached hereto as Exhibit A and incorporated herein by this reference, and Gateway's Bid, attached hereto as Exhibits B and B-1, and incorporated herein by this reference (collectively the "Contract Documents"). All terms shall have the meanings specified in the Specifications. The term "Bidder" as used in the Specifications and Gateway's Bid ("Bid") in response to such Specifications shall also refer to Gateway.

2. In the event of any conflict or ambiguity between or among the Contract Documents the terms of this Agreement shall prevail over the



Specifications and Bid and the terms of the Specifications shall prevail over the Bid.

**ARTICLE 3 – SERVICES:**

Gateway shall have the right and responsibility to collect, haul and properly dispose of all residential solid waste within the City in accord with the terms and conditions set forth in the Contract Documents.

**ARTICLE 4 – COST:**

1. Gateway's fees for performing such services shall be those fees and charges delineated in the Bid, subject to the following requirements:

A. If a Household notifies Gateway that no waste collection service is required, and service is to be discontinued due to the household being vacant for thirty (30) or more consecutive days, Gateway shall not charge the Household for collection service during the time the house is vacant ("temporary leave of absence dwellings.") Collection service and billing shall resume when Gateway is notified by the Household to resume service. If the designated City liaison requests from Gateway information regarding temporary leave of absence dwellings, Gateway shall provide the requested information within ten (10) days of request.

B. Gateway shall refund to a householder any money that has been pre-paid for services for any unused portion of a billing period upon receipt of notice that the residence is being vacated.

2. Gateway will collect Bulky-Waste at one item per week, at no additional cost.

3. Gateway will limit storm damage clean up to 10 bags, cans, or bundles of storm damage.

4. Gateway shall provide an itemized list of services on its billing statement to each household.

5. Gateway will not add a fuel surcharge for the duration of this Contract.

6. Gateway shall not be entitled to any compensation from the City for services performed under this Contract. Gateway shall be compensated solely through direct collection of the firm fixed prices



specified in the Contract Documents from the households within the area served.

## **ARTICLE 5 - ADDITIONAL CONDITIONS**

1. Gateway shall supply, in writing, to all residents' procedures for billing, collection, contact information to schedule bulk or appliance pick-up and any associated cost for appliance pick-up. Gateway shall supply, in writing, to all residents an annual schedule showing the various pick-up dates and conditions for the residents for refuse, bulky waste, recyclables, yard waste, major appliances and all other collections. The calendar and procedures shall be distributed to the residents by January 1 of each year of the Contract including the initial year. Should Gateway obtain approval to change said schedule from the City or change pick-up procedures, new written calendars and procedures shall be distributed to the residents within twenty (20) days of the City granting approval or the effective date of the change at the sole expense of Gateway.

2. Gateway will provide and empty weekly or as requested one trash dumpster and one recycle dumpster at City Hall at no additional cost to the City. Gateway shall provide five (5) sixty-five (65) gallon trash carts and five (5) sixty-five (65) gallon recycle carts to be emptied weekly from City Hall at no additional cost to the City. Gateway will provide one forty (40) yard roll-off container for yard waste on an as-needed basis. Cost for the disposal of yard waste will be the responsibility of the City.

3. Gateway shall furnish and service up to 12 solid waste carts and up to 12 recycle carts for each of up to two City events per calendar year at no additional cost to the City or its residents.

4. Gateway shall keep accurate records showing by separate category the amount of refuse, bulky waste, yard waste and recyclables Gateway has collected within the City. Gateway shall deliver said records to the City on a monthly basis.

5. Gateway will not assign or sublet any part of the work governed by this Contract without the prior written consent of the City.

6. The solicitation, acceptance or demand for compensation of any kind whatsoever by Gateway or its employees from owners, tenants or occupants of any household is prohibited except for subscription services expressly permitted in this Contract.



7. Trash and recycling containers will be provided in accordance with the Bid specifications, incorporated herein by reference.

8. Gateway shall indemnify and save 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 attorney fees arising from or alleged to be related to a willful or negligent act or omission of Gateway or its officers, agents, servants or employees, including, but not limited to, any and all claims or actions by the state or federal government and/or any agency or department thereof relative to or arising from the collection, transportation or disposal of waste, and including any claim related to environmental damages regardless of whether any such claim involves alleged negligence or otherwise.

9. Gateway shall comply with Chapter 245 Section 245.010 through 245.090 of the Frontenac Municipal Code of Ordinances.

10. Gateway will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall annually, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

11. Title to all refuse, solid waste, recyclable materials and yard waste shall pass to Gateway when such material is placed in Gateway's collection vehicle, removed by Gateway from a container or removed by Gateway from a premise receiving service, whichever last occurs.

12. All waste materials shall be disposed in licensed disposal facilities. All recyclable materials shall be delivered to an appropriate recycling facility and shall not be delivered to or disposed of in a landfill.

13. Gateway shall at all times provide services in accord with the Performance Standards ("Standards") referenced in the Specifications. As used in such Standards and the Notes incorporated therein, the term "repeated failure" shall mean a second occurrence of a failure to meet



the referenced standard within the Contract term. The "cost" referenced in the Standards shall be assessed as an administrative penalty against Gateway and payable to the City. Costs may be assessed for each instance of failure, including, for example, each location where debris is dropped, each collection missed, each container damaged, each instance of inadequate or untimely customer service, etc.

**ARTICLE 6 – TERMINATION:**

1. Gateway shall not be liable for any failure to perform or delay in performance of its obligations under this agreement due to contingencies beyond its reasonable control such as riots, compliance with emergency government orders relative to the public peace, fires, acts of God, and similar unforeseeable events or circumstances unrelated to the activities or operations of Gateway. Such failure on the part of Gateway shall not constitute a default or breach of obligations by Gateway hereunder. However, if such failure to perform continues beyond a period of five (5) days, the City shall have the right to cancel or suspend the Contract. In the event such failure to perform shall occur for a continuous period of more than five (5) days and the City does not exercise its right to cancel the Contract and Gateway shall resume provision of services under this agreement, waiver by the City of its right to cancel this Contract shall not be construed as a waiver of its right to cancel this Contract during any subsequent period for such impossibility to perform. During any such period during which Gateway fails to provide services required under the agreement, Gateway shall not be entitled to any payment for such period and its compensation shall be adjusted by a pro rata deduction on a daily basis for such period.

2. In the event of a material breach of this agreement by either party, the non-breaching party may terminate this agreement in addition to exercising any and all other rights and remedies at law or in equity. In addition, the City shall have the right to cancel this Contract at any time on thirty (30) days written notice to Gateway when, in the sole legislative discretion of the Board of Aldermen, the public health, safety or welfare of the City so dictate. In the event of termination, Gateway shall only be entitled to payment for services performed prior to the date of termination.

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**In Witness Whereof** the parties have set their hands and seals by their respective authorized agents on the dates hereinafter set forth.

GATEWAY DISPOSAL

CITY OF FRONTENAC,  
MISSOURI

\_\_\_\_\_  
Name

Kate Hatfield  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

7/17/2024  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Name and Authority

Leesa Ranz  
City Clerk





City of Frontenac:

Gateway Disposal LLC would like to submit the following proposal for your consideration.

Year one trash and recycle valet service and yard waste and 1 bulk item per week curb service.  
1X a week = \$37.00 per month.

(Bulk items Couch, Chair, Table, and other types of furniture only)

White Goods = \$35.00 per item (Stove , Refrigerator, Washer, Dryer, Hot water heater, and other appliances).

Yard waste must be in cans (not to weigh over 60lbs), paper bags (not to weigh over 60lbs). If bundling yard waste, no limbs larger than 4" in diameter and cut to 4ft in length no bundles larger than 18" in diameter. Please make sure limbs put in can fall freely from cans if the limbs have thorns or other items that can cause skin to be punctured. Gateway needs to limit storm damage clean up. 10 bags, cans, or bundles of storm damage.

No construction debris (doors, windows, counter tops, sinks, toilets, windows or other types of construction)

Senior Discount stays the same

Extra Cart charges 4.00 per month for 65 or 95 trash or recycle carts.

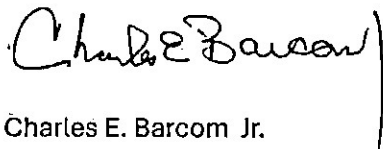
Year 2 = \$ 38.85

Year 3 = \$ 40.79

Year 4 = \$ 42.82

Year 5 = \$ 44.96

Thank you for your consideration.



Charles E. Barcom Jr.