

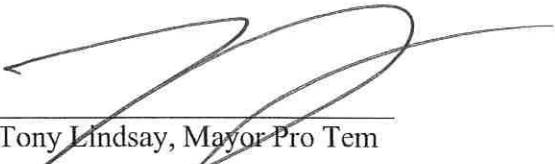
**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION**

**WHEREAS**, the City of Hallsville is contracting with Dayne's Waste Disposal for the performance of residential and commercial solid waste collection within the city limits of Hallsville, Missouri and

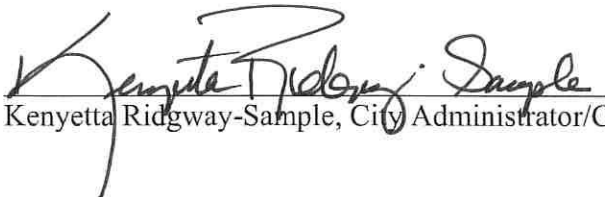
**WHEREAS**, the Board of Aldermen has voted to enter into a contract with Dayne's Waste Disposal.

1. The Honorable Mayor of the City of Hallsville, is hereby authorized to enter into a contract with Dayne's Waste Disposal, on the terms and under the conditions set forth in the Contract which is attached hereto, incorporated herein by reference and made a part of this Ordinance as is set forth at this point in full and verbatim.
2. This Ordinance shall become effective January 8, 2024.

READ TWO TIMES AND PASSED THIS 8<sup>th</sup> DAY OF JANUARY, 2024.



Tony Lindsay, Mayor Pro Tem



Kenyetta Ridgway-Sample, City Administrator/City Clerk

## CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION

This agreement made and entered into this 8<sup>TH</sup> day of January, 2024 by and between the City of Hallsville, Missouri, hereinafter called "CITY" and Dayne's Waste Disposal, hereinafter called "CONTRACTOR". WITNESSETH THAT: In consideration of the premises and of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of this are hereby acknowledge and confessed, the parties hereto do mutually promise, covenant, and agree as follows:

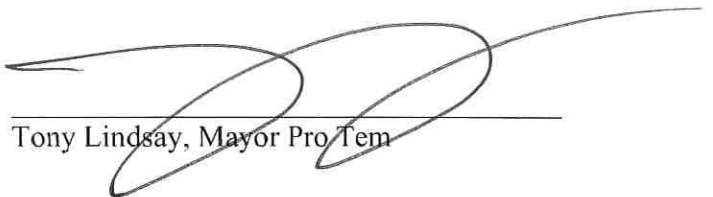
1. The term of this Contract shall commence on the 1<sup>st</sup> day of February, 2024 and shall terminate on the 31<sup>st</sup> day of January, 2025.
2. This Contract shall be renewable for a like term of one (1) year at the option of the City. The City shall give notice of its intention to renew this Contract to the Contractor in writing no later than sixty (60) days prior to the termination date of this Contract. Upon receipt of the notification, receipts of which shall be presumed by the placing of the notice in the United States mail with sufficient postage affixed or by email, the Contractor shall then have thirty (30) days in which to accept or reject the City's offer to renew. The failure of the Contractor to respond to the notice within the thirty (30) day period shall constitute rejection of the City's offer to renew.
3. During the term of this Contract the Contractor shall collect, remove, and dispose of all residential and commercial solid waste as defined by the City Ordinances of the City of Hallsville. The collection and removal of all residential solid waste shall occur once per week on each Wednesday commencing at approximately 8:00 a.m. Commercial collection and removal shall occur in accordance with Schedule "A" attached hereto and incorporated herein by reference. The Contractor shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of this agreement and the Ordinances of the City of Hallsville as amended to date, which said ordinances are attached hereto, incorporated herein by reference and made a part hereof as if set forth at this point in full and verbatim.
4. The monthly rate of collection, removal, and disposal of all residential and commercial solid waste as defined by the City Ordinances of the City of Hallsville shall be upon the following rates:  
Once per week pick up per residential unit and once per month bulky pickup for the flat rate monthly fee paid to the Contractor beginning for February 2024 services. The monthly flat rate fee is based upon a charge of \$10.22 per residential unit. The City will perform a quarterly audit, from their billing program on April 1, 2024, July 1, 2024, October 1, 2024, and January 1, 2025. The audit will be sent to the Contractor to determine the number of residential units for the flat rate monthly fee. The number of residential units can increase or decrease due to the quarterly audit. Price does not include appliances, tires, construction waste, yard waste, batteries, oil, etc. Rates include a 2% increase from the 2023 rate of \$10.02 per residential unit and a 2% increase in commercial solid waste disposal.
5. Contractor shall provide for each vehicle used in the work covered by this agreement liability insurance in companies and form satisfactory to the City in a sum of not less than One Hundred Thousand Dollars (\$100,000.00) for any one person and the sum of Three

Hundred Thousand Dollars (\$300,000.00) for any two or more persons who may be injured in any one accident, and the sum of Three Hundred Thousand Dollars (\$300,000.00) for any property damage at any time by reason of the carelessness or legally recognizable negligence of the driver or operator of each such vehicle used in the work covered by this agreement. Such insurance shall be maintained in force during the term of this Contract. Said insurance shall specifically name the City of Hallsville and its employees, and Mayor and Board of Aldermen as insured parties under said policies and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A verified copy of such insurance policy or policies shall be filed with the City, together with a certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without thirty (30) days prior notice having been given to the City. Contractor shall furnish the city with adequate evidence that Contractor has obtained and is maintaining in force Workers Compensation Insurance as prescribed by the law of the State of Missouri.

6. Contractor shall pay the sum of Fifty Dollars (\$50.00) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the Contract documents, which said damages shall be deducted from any sums of money that may be due or shall become due to the Contractor under this agreement, and the Contractor shall further pay as liquidated damages the sum of Five Dollars (\$5.00) for a missed collection point if a pickup at any such pickup point is not made within twenty-four (24) hours of the appointed pickup date, and provided further that Contractor shall not be so penalized, as hereinabove provided, if such failure shall be caused by fire, riots, civil commotion or Acts of God.
7. If a holiday occurs or falls on a weekday or days on which the employees of the Contractor are not working, then the collection ordinarily made on such day the said collection shall be made by said Contractor on the next succeeding day, it being the intent of this agreement that the occurrence of any holiday or holidays shall not excuse the Contractor from making the designated number of collections per week in accordance with this Contract.
8. Contractor shall indemnify and hold harmless the City, its agents and employees, the Mayor and Board of Aldermen, from any liability, claim, damage or cause of action which may be sustained or asserted against said City as the result, directly or indirectly, or in any manner, of the performance or failure of performance on the part of the Contractor.
9. In the event that Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceedings for the appointment of a receiver, or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in such event, City may at its option upon five days written notice declare the Contractor to be in breach of his agreement and City may terminate the agreement and declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

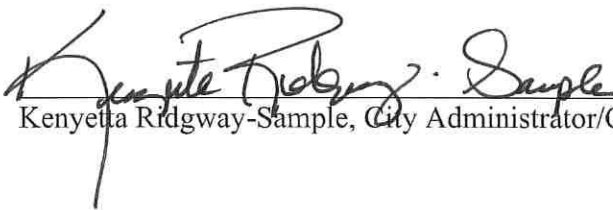
10. The Contract shall not be assigned or transferable by Contractor, nor shall any services be performed by a sub-contractor without the consent in writing of the City.
11. In consideration of the full and complete performance of this Contract by Contractor and all of the work and services be performed hereunder, in conformity with the terms and conditions of this agreement, City shall pay to Contractor all sums due to him in accordance with the schedule or rates set forth in Paragraph 4 of this Contract; payment to be made to the Contractor on or before the 10<sup>th</sup> of each month following collection of said fees by the City. Example: The February fees are billed March 1<sup>st</sup> and received by the city by March 31<sup>st</sup>. The payment will then be made by April 10<sup>th</sup>. Service shall be extended to all new and additional units immediately upon request for service. Contractor shall provide this extension of service for the same unit price as specified in the schedule or rates. The number of units specified in this Contract may also be reduced when it is determined by the City that such units are no longer generating solid waste.
12. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying with all requirements of the Missouri Division of Health and/or Department of Natural Resources.
13. The Contractor shall file a schedule of collection routes and days of collection for each route with the City Clerk.
14. This agreement, schedule of rates and City Ordinances as amended to date, comprise the Contract between the parties. The Contractor shall fully comply with all of the requirements of each such document whether same is contained in the other documents or not.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



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Tony Lindsay, Mayor Pro Tem



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Kenyetta Ridgway-Sample, City Administrator/City Clerk

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Jackie Rodgers, City Attorney

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Dayne Love, Owner

## RATE SCHEDULE TO BE ATTACHED

DAYNE'S WASTE DISPOSAL  
SCHEDULE A  
MONTHLY COMMERCIAL COLLECTION RATES  
FOR 2/1/2024 TO 1/31/2025

<u>ACCOUNT</u>	<u>CONTAINER</u>	<u>PER WK</u>	<u>SCHEDULE</u>	<u>DAYNE'S RATE</u>
Asbury, Jeff (Murphy's)	2 YD	2 x month	1 <sup>st</sup> /3 <sup>rd</sup> W	\$ 35.70
Baptist Church	3 YD	2	W/S	\$ 96.21
BCFLPD – Fire Station	1.5 YD	1	S	\$ 42.43
Burner, Mary – Q&E Apt.	1.5 YD	1	S	\$ 42.43
Carmichael, Jody	3 YD	1	S	\$ 72.30
Casey's General Store	4 YD & 8 YD	2	W/S	\$335.01
Century Link	1 YD	2 x month	1 <sup>st</sup> /3 <sup>rd</sup> W	\$ 22.12
Church of God-Holiness	1.5 YD	1	W	\$ 42.43
City Hall	2 YD	1	S	-
City Park	1 YD	2	W/S	-
Community Center	2 YD	2	W/S	-
Cradle 2 Crayons	2 YD	1	S	\$ 51.98
Cummings, George	4 YD	1	W	\$ 91.09
Dollar General	6 YD	2	W/S	\$218.10
Douglas, Larry	1.5 YD	1	S	\$ 42.43
Exchange Bank	1.5 YD	1	S	\$ 42.43
Fairgrounds	6 YD	1	W	\$123.86
Fairgrounds – Hockey Arena	2 YD	1	W	\$ 51.98
Football Field	4 YD	1	S	\$ 91.09
GHP Realty	HS	1	W	\$ 11.96
Greg Buckman	HS	1	S	\$ 11.96
Harlow Ceramics	1 YD	1	W	\$ 32.01
Heritage Apts.	6 YD	1	S	\$123.86
High School	4YD & 2-6YDS	2	W/S	\$584.78
Hopke Accounting	Bags	1	W	\$ 11.96
Houston, Brad (Ice Machine)	HS	1	W	\$ 11.96
Hungry Tiger	1 YD	2	W/S	\$ 51.98
Kemp, Tyler	2 YD	1	W	\$ 51.98
Little Indians Preschool	3 YD	1	W	\$ 72.30
Lothem, M (Looks R Salon)	HS	1	W	\$ 16.51
Mi Pueblito	3 YD	2	W/S	\$ 96.21
Mickey's Auto Parts	1.5 YD	2	W/S	\$ 72.30
Mid-Continental Steel	3 YD	1	S	\$ 72.30
Mid-State Petroleum	2 YD	2	W/S	\$ 91.09
Missouri American Water	1.5 YD	1	S	\$ 42.43
Missouri Mentor – 14375 Ontario	HS	1	W	\$ 11.96
Missouri Mentor – 6110 Ruth Ann	HS	1	W	\$ 11.96
Missouri Mentor – 221 Elizabeth	HS	1	W	\$ 11.96
Missouri Mentor – 222 Elizabeth	3 YD	2	W/S	\$ 96.21
Muirhead, William & Nicole	2 YD	1	S	\$ 51.98
Mulnix Building/Maintenance	1.5 YD	2	W/S	\$ 72.30
New Elementary	2-6 YD	2	W/S	\$436.21
Old Elementary	8 YD	2	W/S	\$186.44
Plaza Apts. 213 Elizabeth	1.5 YD	1	S	\$ 42.43

Post Office	1.5 YD	1	W	\$ 42.43
Prenger's Food	2-8 YD	2	W/S	\$372.89
Ridenhour Directional Drilling	4 YD	1	W	\$ 91.09
Sandlot Preschool	2 YD	1	W	\$ 51.98
Sassafras Moon	Bags	1	W	\$ 16.51
School Bus Barn	2 YD	1	W	\$ 51.98
Spano Jr, Louis	2 YD	1	W	\$ 51.98
Stinson, Doug Apts.	1.5 YD	1	S	\$ 42.43
Stinson, Doug New Apts.	2 YD	1	S	\$ 51.98
Townsquare – Dr. Clinic	1.5 YD	2	W/S	\$ 72.30
City of Hallsville – Public Works	1.5 YD	1	S	\$ 42.43
Village Manor Apts.	1.5 YD & 3 YD	1	S	\$114.73
Voeller, Ben duplexes by school	1.5 YD	1	S	<u>\$ 42.43</u>

**TOTAL MONTHLY COMMERCIAL BILLING -**

**\$4,723.79**