

RESOLUTION NO. 2024-2

A RESOLUTION OF THE CITY OF SAVANNAH AUTHORIZING THE CITY TO AMEND ITS SOLID WASTE COLLECTION CONTRACT WITH REDGATE DISPOSAL LLC

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SAVANNAH, MISSOURI, AS FOLLOWS:

Whereas, the City of Savannah and Redgate Disposal LLC had previously executed a contract for the pickup and disposal of the City's solid waste; and

Whereas, the parties intend to extend and amend that agreement,

It is hereby resolved that the City of Savannah, Missouri, is authorized to amend its contract with Redgate Disposal LLC for the collection of solid waste in the city, on the terms and conditions as set forth in the attached Exhibit A.


It is further resolved that the Mayor is authorized to sign all such agreements and documents necessary for the amendment of such contract.

Passed by the Board of Aldermen and approved by the Mayor this 5th day of February, 2024.



Mayor

ATTEST:



City Clerk

Amended Contract for Solid Waste Collection and Disposal

This document, dated this 5th day of February, 2024, amends that certain contract made and entered in 2023 between the City of Savannah, Missouri ("City") and Redgate Disposal LLC ("Contractor").

Whereas, Pursuant to Chapter 225 of the Savannah City Code, the Board of Aldermen approved and authorized this Contract for the collection and disposal of solid waste; and,

Whereas, the Contractor has represented the City that it has the equipment, expertise, and knowledge necessary to pick up the disposable solid waste of the city's residents; and

Whereas, Contractor has represented to the City that it is fully acquainted with all laws, statutes, ordinances, and regulations of all applicable governmental bodies relating to the lawful pickup and disposal of solid waste (as the term "waste" is herein defined); and

Whereas, the parties previously executed a contract for the pickup and disposal of the City's solid waste; and

Whereas, the parties intend to extend and amend that agreement under the following terms and conditions.

Now therefore, the parties agree as follows:

1. Subject to the termination rights stated herein, the term of the contract shall begin on May 1, 2023 and shall end on April 30, 2024. This contract shall automatically renew for up to three successive, one-year renewal terms, unless either party hereto notifies the other in writing that it wishes to terminate the contract, at least 60 days prior to the automatic renewal hereof. After two such renewal terms, this agreement may be renewed for successive one-year renewal terms only upon the affirmative agreement of both parties.
2. During the term of this contract, Contractor shall remove and dispose of all residential solid waste consistent with and as defined in Chapter 225 of the Municipal Code of the City of Savannah, and as that chapter may, from time to time, be amended by the City. Chapter 225 entitled "Solid Waste" is attached hereto and is incorporated by reference as if fully set out herein. In addition, the Contractor shall furnish all labor, vehicles, tools and equipment, and any other necessary facilities therefore that shall be necessary to collect, remove and dispose of residential solid waste, including the pickup of recyclable materials. Contractor shall also be responsible for picking up any solid waste that has been scattered around waste containers due to animal encroachment or overturned containers. Contractor's schedule of rates to be charged is attached hereto and incorporated herein by reference.

3. Contractor shall provide each residential household customer a 95-gallon wheeled trash container, with lid, for setting trash out for Contractor's collection. At all times herein, Contractor shall maintain ownership of the container, and shall be responsible for maintaining and/or replacing containers damaged during the collection process. Notwithstanding the foregoing, Contractor may charge residential customers to replace or repair containers caused by that customer.
4. Contractor shall provide each residential household customer who wishes to participate in curbside recycling with a 65-gallon wheeled trash container, with lid, for setting recyclable material out for Contractor's collection. At all times herein, Contractor shall maintain ownership of the container, and shall be responsible for maintaining and/or replacing containers damaged during the collection process. Notwithstanding the foregoing, Contractor may charge residential customers to replace or repair containers caused by that customer.
5. Contractor shall also provide a trash container and recycling container at 402 Court Street, Savannah, Missouri for City's use. In addition, the City maintains trash containers, receptacles, and/or barrels at the city square bounded by Court St, Fourth St, Main St, and Fifth St. The Contractor shall empty these containers on a weekly basis. The Solid Waste Contractor shall provide all services described in this paragraph 5 at no additional cost to the City.
6. Contractor shall arrange for pickup of bulky rubbish directly with residential customers at a reasonable fee to be determined by Contractor according to its usual and customary charges.
7. Contractor shall implement a program for the collection of trash in excess of the amount that fits in the provided container, with reasonable charges for same borne by the residential solid waste customer as set forth in the attached schedule of fees.
8. Contractor shall offer a program for residents with limited mobility so that such residents may display a sign on waste removal day informing Contractor of the need for additional assistance.
9. Contractor shall, at the expense of the Contractor, during the term of this Contract carry the following insurance:
 - a. Contractor shall carry a comprehensive public liability policy for a minimum of five hundred thousand dollars (\$500,000.00) for any one person and the sum of one million dollars (\$1,000,000.00) for each accident, and one hundred thousand dollars (\$100,000.00) for property damage. Said insurance policies shall specifically name the City of Savannah as an insured party under said policies and said insurance shall be carried by a firm or corporation which has been duly licensed and permitted to carry on such business in the State of Missouri.

- b. Contractor shall provide a policy for each vehicle used in the work covered by this Contract issued by a liability insurance company satisfactory to the City, and such liability insurance policy shall provide for a minimum of five hundred thousand dollars (\$500,000.00) per person, one million dollars (\$1,000,000.00) per accident, and one hundred thousand dollars (\$100,000.00) for property damage. Said insurance policies shall specifically name the City of Savannah as an insured party under said policies and said insurance shall be carried by a firm or corporation which has been duly licensed and permitted to carry on such business in the State of Missouri.
- c. Contractor shall furnish the City with adequate evidence that Contractor has obtained and is maintaining in force worker's compensation insurance. Workers Compensation Insurance is a requirement of this Contract regardless of state law.

As to all insurance policies, a certified copy of such insurance policy or policies shall be filed with the City together with a certificate or insurer that the policy or policies are in full force and effect and the same will not be altered, amended, or terminated without thirty days prior written notice having been given to the City. In the event the Contractor fails to provide such insurance, then the City may purchase same and obtain, upon demand, reimbursement for all costs from the Contractor or the City may, at its option, terminate this Contract.

- 10. Contractor shall pay the sum of five hundred dollars (\$500.00) as liquidated damages to the City for every day that the Contractor shall fail or refuse to perform his duties and obligations or comply with the provisions of this Contract, which said damages shall be deducted from any sums of money that may be due or shall become due to the Contractor under this Contract. The liquidated damages imposed by this paragraph shall be in addition to the City's right to terminate this Contract upon the Contractor's breach hereof.
- 11. If a holiday occurs on a day scheduled for trash pickup, then the collection ordinarily made on that day by Contractor shall be made by Contractor on the next succeeding day, it being the intent of this contract that the occurrence of said holiday shall not excuse the said Contractor from making the weekly trash pickup.
- 12. Contractor shall indemnify and hold the City harmless from any liability, claim, damage or cause of action which may be sustained or asserted against City as a result, directly or indirectly or in any manner, of the performance or failure of performance on the part of the Contractor.
- 13. In the event that the Contractor shall fail or refuse to perform his duties and obligations hereunder, or if any warranty or representation of Contractor is or subsequently becomes untrue, or if Contractor shall become insolvent or shall become the subject of any proceeding in bankruptcy, or shall become the subject of

any proceeding 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 events, City may at its option upon five days written notice declare the Contractor to be in breach of its agreement and City may terminate the Contract and declare same cancelled. Notwithstanding the foregoing, either party shall be excused for its non-performance if such was due to any force majeure, such as civil unrest, terrorist act, act of war, government action, flood, or state of emergency.

14. This Contract shall not be assignable or transferable by Contractor, nor shall any services be performed by a subcontractor without the written consent of City.
15. In consideration of Contractor's performance hereunder, City shall pay to Contractor all sums due it as City collects such sums from residential solid waste customers. City's payment is to be made on the ____ day of each month. Service shall be extended to all new or additional units specified in this Contract and may also be reduced when it is determined by the City that such units are no longer generating solid waste. Regardless of any provision to the contrary, no payment shall be due the Contractor, or paid by the City, of any amount not collected by the City, from the person or entity receiving solid waste collection services. The Contractor shall be paid \$22.59 per month per serviced residential household by the City of Savannah. Contractor's fees may increase during the renewal terms hereunder consistent with the attached schedule of fees.
16. The City shall collect fees only from residential households, including applicable apartments, townhouses, etc. All commercial accounts shall be billed directly by the Contractor and are not part of the City's obligation to collect.
17. Contractor warrants, represents and agrees to comply with all applicable Federal, State, and local laws, rules, regulations, statutes and ordinances concerning or having to do with his performance hereunder, including but in no manner limited to, all laws regarding rates charged, wages paid to employees, the processing, Transportation, handling of disposal of solid waste and related materials and matters. Contractor's failure to comply with such laws shall be a default hereunder.
18. Contractor, in compliance with Missouri Revised Statutes section 285.530, shall submit to the City a sworn affidavit affirming its enrollment and participation in a federal work authorization program with respect to its employees working in connection with the services provided under this Contract. Contractor will also provide a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided under this Contract.

19. Contractor shall collect trash on Fridays and recycling on Thursdays. If this schedule becomes commercially impracticable for Contractor, then the parties will work in good faith to determine appropriate pick-up days.
20. Contractor shall have no obligation to collect hazardous waste, construction waste, and demolition waste from residential solid waste customers.
21. This Agreement, schedule of rates and chapter 225 of the Municipal Code of Savannah, Missouri all comprise the Contract between the parties. The Contractor shall comply with all the requirements listed in each document, whether the requirement is contained in the other document or not.

Intending to be bound, the parties hereto sign this agreement on the date first indicated above.

City of Savannah, Missouri



By: Kirk Larson, Mayor

Redgate Disposal LLC

By: _____

Its: _____

Attest



City Clerk

REDGATE DISPOSAL

Initial Proposed Rates		
<i>Period</i>	<i>Price</i>	<i>Increase %</i>
5/1/23-4/30/24	\$22.59	-
5/1/24-4/30/25	\$23.73	5%
5/1/25-4/30/26	\$24.90	5%

Newly Proposed Rates		
<i>Period</i>	<i>Price</i>	<i>Increase %</i>
5/1/23-4/30/24	\$22.59	-
5/1/24-4/30/25	\$22.59	0%
5/1/25-4/30/26	\$22.59	0%
5/1/26-4/30/27	\$23.38	3.50%