

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF TARKIO AND KLOSEK'S LLC FOR THE PERIOD OF ONE YEARS COMMENCING UPON THE EXECUTION OF THIS CONTRACT; AND SHALL CONTINUE ON A MONTH-TO-MONTH BASIS UNTIL WRITTEN NOTICE OF TERMINATION IS SERVED BY EITHER PARTY UPON THE OTHER.

NOW BE IT ORDAINED by the Board of Aldermen of the City of Tarkio as follows:

CONTRACT FOR SOLID WASTE DISPOSAL

This agreement is made and entered into this 8th day of March, 2023 by and between the City of Tarkio, Missouri, hereinafter called "City" and Klosek's LLC, a limited liability company existing under the laws of the State of Missouri, hereinafter called "Klosek's."

Witnesses that:

In consideration of the premises and of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged and confessed: the parties do mutually promise, covenant, and agree as follows:

1. The Contract for Solid Waste Disposal entered into by the parties on November 30, 2021 is hereby mutually terminated.
2. The term of the contract shall commence on the 8th day of March 2023, and shall terminate on the 31st day of December, 2023. At the completion of said term, this contract may be renewed automatically for one (1) year terms if not otherwise terminated by the City or Klosek's. Notice of termination of the contract by either party shall be given in writing not less than sixty (60) days prior to the date of termination, Klosek's may at least sixty (60) days in advance appear before the Council to request an increase or decrease in the rate of services as set forth in this contract, if Klosek's is requesting an increase, it shall be the responsibility of Klosek's to prove that such a rate increase is justified. The City reserves the right to reject/deny any rate increase request. City will have the option to review this contract every six (6) months. Such review may include but not be limited to rates (increase or decrease), service, customer complaints, and compliance with applicable laws (local, state, and federal). Upon any six (6) month review, the City may elect to terminate this contract for cause, notwithstanding the above listed termination date, with a minimum sixty (60) days written notice to Klosek of said termination.
3. During the term of this contract, Klosek's shall collect, remove and dispose of all residential waste (as defined in Ordinance # 280.23) in the City of Tarkio, Missouri and shall furnish all labor, vehicles, tools, equipment and any other facilities therefore in accordance with the terms and conditions of this agreement, schedule of rates, and Ordinance # 280.23 as

amended to date, of the City of Tarkio, which such schedule of rates and Ordinance are attached hereto and made part of thereof.

4. Klosek's shall furnish to City, and maintain during the duration of this agreement, a performance bond acceptable to the City in a penal sum of \$500.00 with good and sufficient surety acceptable to City and condition upon Klosek's performing its duties and obligations provided for in the agreement., Klosek's shall also provide liability insurance, companies and for satisfactory to City, in the sum of not less than one hundred thousand dollars (\$100,00.00) for any one person and the sum of eight hundred thousand dollars (\$800,000.00) for any two or more persons who may be injured in any one accident, and the sum of fifty thousand dollars (\$50,000.00) for any property damage at any time caused by any act or omission of the driver or operator or each such vehicle used in the work covered by this agreement.
5. Such insurance shall remain in force during the term of this agreement. Such insurance shall specifically name the City of Tarkio, Missouri as an insured party 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 City together with the 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 written notice having been given to City, Klosek's shall furnish City with adequate evidence that Klosek's has obtained and is maintaining Workman's Compensation Insurance as prescribed by the law of the State of Missouri.
6. Klosek's shall indemnify and hold harmless City from any liability, claim, damage, cause of action or judgment 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 Klosek's.
7. In the event that Klosek's shall fail or refuse to perform its duties and obligations, or shall become insolvent or shall become the subject of the proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 or the Bankruptcy Act) or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment of Klosek's for the benefit of its creditors, or taking of its trucks, equipment, vehicles, and other facilities used in connection with the performance of the work under an execution against Klosek's, in such events, City may at its option upon five (5) days written notice declare Klosek's to be in breach of the 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.
8. This contract shall not be assignable or transferable by Klosek's, nor shall any serviced be performed by a subcontractor for Klosek's without the consent of City in writing. In the event of change of ownership of Klosek's LLC, City shall be given 45 days' notice and shall have the option to terminate this contract or ratify and complete the terms thereof with the new owner of Klosek's LLC. City shall not unreasonably withhold approval/ratification of the contract with any proposed new owner of Klosek's LLC.
9. In consideration of the full and complete performance of this contract by Klosek's and all the work and serviced to be performed hereunder, in conformity with the terms and conditions

of the agreement, City shall pay to Klosek's all sums due to it in accordance with the attached schedule of rates, payment to be made by the 15th of each month. Service shall be extended to all new or additional units immediately upon request for service. Klosek's shall provide this extension of services for the same unit price as scheduled in the schedule of 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.

10. Multiple housing units with more than two (2) dwelling units and all commercial establishments, shall not be included in the contract. Said multiple housing facilities and commercial establishments, within the boundaries of City shall contract for service of an individual basis, and shall not be construed to be part of this agreement. However, Klosek's do agree to make available the following additional solid waste collection services within the city limits of Tarkio.
 - a. Commercial Solid Waste Collection. Upon request from the owner or person responsible for the operation of any commercial establishment within the city limits, Klosek's shall provide commercial solid waste (as defined in Ordinance # 280.23) collection to the establishment for a rate to be determined by Klosek's and the person requesting service. Klosek's shall be responsible for collection said fees.
 - b. Bulk Waste Collection. Upon request from a resident of the City, Klosek's shall provide bulk waste (as defined in Ordinance # 280.23) collection services at least once per month, the fee for such service to be determined by agreement between the person requesting such service and Klosek's. Klosek's shall be responsible for collecting said fees.
 - c. Multi-Family Units. Upon request from the individual in charge of the units, Klosek's shall furnish solid waste collection service to these units for a rate to be determined by the contractor and the person requesting service. Klosek's shall be responsible for collecting said fees.
11. All solid waste collected by Klosek's shall be disposed of at a processing facility or disposal area approved by City and complying with all requirements of the Missouri Division of Health, the Missouri Department of Natural Resources, and any other applicable law whether local, state, or federal.
12. The agreement, the performance bond, schedule of rates and Ordinance # 280.23 as amended to date, comprise the agreement between the parties. Klosek's shall fully comply with all the requirements of each such document whether same is contained in the order of documents or not.

In witness Wherefore, the parties hereto have executed this agreement the day and year first written above.



Mark Staten, Mayor
City of Tarkio,
Tarkio, Missouri 64491

Michael Klosek, Jr., Klosek LLC
411 North 8th Street
Tarkio, MO 64491

SCHEDULE OF RATES FOR SOLID WASTE AGREEMENT

DATE: April 1, 2023

Schedule of rates for Solid Waste Agreement entered into on the 8th day of March, 2023. Klosek's shall receive the sum of \$16.88 per month for collections of residential solid waste from each dwelling unit, within the city limits of the City of Tarkio, Missouri beginning sixty (60) days from said date described in Ordinance # 280.23.

First Reading

Motion: Poppa Second Agnew

Scott Poppa yea Blu Dow yea Andy Riley yea Jeff Agnew yea

First Reading: pass

Second Reading

Motion: Agnew Second Dow

Scott Poppa yea Blu Dow yea Andy Riley yea Jeff Agnew yea

Second Reading: pass

PASSED AND APPROVED this 8th day of March, 2023.

Mark E. Staten
Mark Staten, Mayor

ATTEST: Danielle Madron
Danielle Madron, City Clerk

Seal

