

BILL NO. 53

ORDINANCE NO. 2023-53

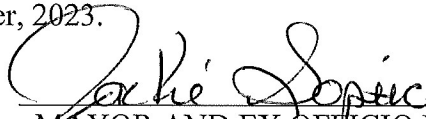
AN ORDINANCE OF THE CITY OF TRENTON, MISSOURI APPROVING A CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION BY AND BETWEEN THE CITY OF TRENTON, MISSOURI AND RAPID REMOVAL DISPOSAL, INC. AND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF TRENTON, MISSOURI, TO EXECUTE THE SAME BY AND ON BEHALF OF SAID CITY.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI, AS FOLLOWS, TO WIT:

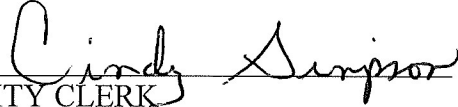
Section 1. The Mayor and City Clerk of the City of Trenton, Missouri, are hereby authorized and directed to execute said Contract for Residential Solid Waste Collection, a copy of which is attached hereto as Exhibit "A", between Rapid Removal Disposal, Inc., and the City of Trenton in and on behalf of the City of Trenton, Missouri.

Section 2. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED this 13 day of November, 2023.


MAYOR AND EX OFFICIO PRESIDENT
OF THE CITY COUNCIL OF THE CITY
OF TRENTON, MISSOURI

ATTEST:


CITY CLERK

APPROVED this 13 day of November, 2023.


MAYOR OF THE CITY OF TRENTON,
MISSOURI

ATTEST:


CITY CLERK

**CONTRACT FOR RESIDENTIAL SOLID WASTE
COLLECTION**

THIS AGREEMENT, made and entered into this 1st day of November, 2023, by and between the City of Trenton, Missouri, a municipal Corporation, hereinafter referred to as "City" and Rapid Removal Disposal, Inc., hereinafter referred to as "Contractor"

WHEREAS, City Residents are in need of residential trash service; and

WHEREAS, Contractor is willing to provide such service under the following terms and conditions;

WITNESSETH THAT:

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

1. **Term:**
 - a. The term of this contract shall commence on **January 1, 2024** and shall terminate on **December 31, 2026**.
 - b. The City may, with sixty (60) days prior written notice to Contractor elect to cancel this contract and/or modify the level of service in accordance with the amount bid for alternate levels of service.

2. **Contract Documents:**

This agreement, the performance bond, the schedules of rates, and the schedule of collections, comprise the contract between parties. The Contractor shall fully comply with all of the requirements of each said document whether same is contained in the other documents or not.

3. **Payment and Billing:**
 - a. The Contractor agrees to perform all services under this contract at the rates set forth herein and no other, as shown in attached **Schedule A**.

 - b. The parties agree that no collection charge will be due, during the period of absence from residential units from which the occupants have removed themselves for a period of two (2) months or longer, due to vacation or other reasons, provided, however, that the occupant of said residential unit has notified the Contractor and the City, in writing, that said residential unit will not be generating solid waste for collection due to the temporary absence of the occupant, and that said written notice is given at least three (3) days in advance of the temporary absence.

 - c. City agrees to contact Contractor upon receipt of notice that an address no longer has utility services.

4. Contractor Responsibilities:

- a. During the term of this contract, Contractor shall collect, remove and dispose of all residential solid waste, as defined in Chapter 240 of the Trenton City Code, or as defined by the laws of the State of Missouri, whichever definition is broader or more inclusive. Contractor shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of this agreement.
- b. The Contractor acknowledges receipt of a copy of Chapter 240 in the Trenton City Code, the same being the City's solid waste management ordinance, and agrees to abide by the terms and conditions thereof and follow the directives therein, the same as if a copy of said Ordinance was attached hereto and made part of this contract.
- c. The Contractor shall not collect those waste materials generated by residential establishments which are stored separately from the residential establishment's solid waste and are regularly transported to the facilities of any dealer, processor, or manufacturer utilizing or recycling such waste materials. Such waste materials may include, but are not limited to, scrap metal, corrugated boxes, newspaper, office paper, scrap glass, scrap textile materials, scrap plastic, animal byproducts, grease, scrap rubber, and tires.
- d. In performing its duties under this Contract, Contractor will only use vehicles with covered bodies that are leak-proof at all times, so as not to allow any blowing, leaking or scattering of debris or liquids from the vehicle.
- e. Contractor shall be required to provide suitable containers to public buildings and to empty those containers no less often than one time per week. Containers shall be provided at City Hall, City Parks Dept. building, Street Department, Trenton Municipal Airport, Trap & Skeeet Range, Law Enforcement Center, Emergency Services Complex, TMU Warehouse, TMU Water Treatment Plant, TMU Wastewater Treatment Plant and others that the City may add. Container size shall be sufficient to handle a week's worth of waste at each location. Containers shall be maintained in proper working order.

Contractor shall provide suitable containers at City Parks. Containers shall be provided at Eastside Park (2 locations), Moberly Park Pool, and Rock Barn Building. Contractor shall empty all trash containers in all City Parks a minimum of twice per week from April 1 to October 1 of each year. During the balance of the year, pickups shall be made once per week.
- f. Refuse collectors shall perform their duties in a quiet, orderly and sanitary manner between the hours of 6:00 AM and 6:30 PM, Monday through Saturday. In the case of

spillage during collection, the refuse collector shall clean up spillage and restore the premises to a clean and sanitary condition. Residents should have trash ready to be picked up by 6:00 AM on the day of pick-up.

- g. Service shall be extended to all new or additional residential establishments immediately upon request for service. The Contractor shall provide this extension of service for the same unit price as specified in the schedule of rates. The number of residential establishments specified in this contract may also be reduced when it is determined by the City that such residential establishments are no longer generating solid waste.
- h. All solid waste collected by the Contractor shall be disposed at a processing facility or disposal area approved by the city and complying with all requirements of the Missouri Solid Waste Management Act of 1972 (Sections 260.200 to 260.245, RSMO.) and the officially adopted rules and regulations there under, and any amendments or additions thereto or substitutions therefore.
- i. The parties agree that this contract is for residential trash collection only and commercial, industrial, or manufacturing businesses are excluded from the terms of the aforesaid contract. Nothing herein prevents the Contractor and such commercial, industrial, or manufacturing concern from voluntarily entering into an agreement for the Contractor to perform its services to the commercial, industrial, or manufacturing business.
- j. Bulky items are limited to one item per week per house, either curbside or at the transfer station. No metal items will be picked up curbside.

Contractor shall accept bulky items at the transfer station with identification showing City of Trenton residency (ie driver license, utility bill, etc.) for no additional fee.

Bulky trash shall include but not be limited to such items as household furniture and equipment, and kitchen and laundry appliances.

Bulky items shall not include construction materials, auto parts, tires or batteries. However, nothing herein shall preclude the contractor from collection of such items on request of a homeowner on a fee-for-service basis arranged outside this contract.

- k. At all times, the Contractor shall obtain and maintain all necessary licenses, permits and any other appropriate authority to transport the solid waste herein contemplated. Furthermore, the Contractor shall comply with all the laws, ordinances, rules and regulations of every kind and nature nor or hereafter in effect promulgated by any federal, state, county or other governmental authority, relating to the performance of work under this Agreement, and if Contractor performs any works that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

- l. The Contractor will provide a 20-cubic yard roll-off container with a 25% discounted price for both set fee and tonnage for household cleanouts for customers of Trenton. The roll-offs are not for construction debris, shingles, concrete, dirt, rock or storm debris. Discounted roll-offs are for household cleanouts only.
- m. Contractor's vehicles used to collect and transport trash shall have covered bodies, shall be leak proof at all times and not allow blowing, leaking or scattering of debris or liquids from the vehicle. If solid waste, liquid or other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately clean up such materials.
- n. Attached hereto and incorporated herein is a copy of the 2024 holiday schedule and a list of items that will not be accepted curbside and in dumpsters.

5. Insurance:

Contractor shall maintain the following insurance and performance bonds for all operations arising out of the Agreement. Unless otherwise specified in this Agreement, the Contractor shall maintain such insurance as will protect the Contractor from claims, under worker's compensation acts, and protect it from claims for damages because of bodily injury, including death and property damage, which may in any way arise out of or be in any way remote to or in any proximate manner connected with the performance of this Agreement. Whether such claim arises out of the act or failure to act of the Contractor or by anyone for whose acts the contract may be liable, of the direct or indirect delegate, appointee or employee of the contractor. This insurance shall be written in the kinds and minimum limits of liability specified below:

Description of property	Limits of liability
Workers' compensation	Statutory (Per State Law)
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Comprehensive Auto Liability	\$2,000,000 each occurrence (combined single limit)
Comprehensive General Liability	\$2,000,000 each occurrence

Such insurance shall be maintained in force during the term of this contract. Said insurance shall specifically name the City as an additional insured party under said policies with additional insured endorsement attached. A verified copy of such insurance policy or policies shall be filed with the City together with the certificate of insurer that the policy or policies are in full force and effect and that the same will not be altered,

amended or terminated without thirty (30) days written notice having been given to the City. Contractor shall furnish City with adequate evidence that Contractor has obtained and is maintaining in force Workmens' Compensation insurance as prescribed by the law of the State of Missouri.

Additionally, Contractor will provide the City with a Performance Bond in the amount of fifteen percent (15%) of the total amount of the contract for a one-year period up to a maximum of One Hundred Thousand Dollars (\$100,000.00). In the event the Contractor fails to collect garbage for any consecutive five (5) day period, the City shall have the immediate right to terminate this contract without notice to the Contractor and the City is authorized to execute against the Performance Bond. Contractor hereby waives the requirement of a notice period.

6. Remedies:

- a. Contractor shall pay the sum of One Hundred (\$100.00) dollars per day as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform its duties and obligations or to comply with the provisions of the contract documents concerning residential solid waste collection 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, and the sum of Twenty Five (\$25.00) Dollars for each dwelling unit pickup point which after investigation by City, has been determined by City to have been missed on any collection day; provided, however, that Contractor shall not be penalized for a missed collection point if a pickup at any such point is made within 24 hours of the scheduled pickup date, and provided further that Contractor shall not be so penalized, as hereinafter provided, if such failure shall be caused by fire, riot, civil commotion, or acts of God. Contractor will not be penalized if the Resident does not have trash at the curb by 6:00 AM on pick-up day, as verified by tracking performed by Contractor.
- b. In the event that Contractor shall fail or refuse to perform its duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 of Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of receiver, or in the event of any assignment by Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles and other facilities used in its connection with the performance of the worker under any execution against Contractor, in such events, City may at its option upon 5 days written notice declare the Contractor to be in breach of its contract and the City may terminate and shall, in addition to any damages as provided by this Contract, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

7. Notifications:

- a. In the event a snow or ice event prevents the Contractor's vehicles from traveling the City streets, Contractor shall notify local radio stations and City Hall and post on Facebook as soon as possible that waste will not be picked up. Notification shall include information about when waste will be picked up along with any special

instructions.

- b. If a holiday recognized by Contractor for all its employees, falls on a scheduled pick-up day, then the collection ordinarily made on that day by said Contractor for residential solid waste collection shall be rescheduled by the Contractor, it being the intent of the contract and the understanding and agreement of the Contractor, that the occurrence of said holiday shall not excuse the said Contractor from making one (1) collection per week from each dwelling unit. Contractor must publish in the Trenton Republican Times newspaper, post on Facebook and provide KTTN Radio and City Hall a listing of all holidays observed by the hauler, along with a proposal for an alternate schedule for collection so that each household receives the prescribed number of pick ups for the week provided in the contract.
- c. The Contractor shall file a schedule of collections routes and days of collections for each route with the City Clerk, which schedule is subject to the approval of the City Administrator.
- d. Contractor shall provide the City with the name and contact information of the responsible representative who shall report to City Hall to receive any and all complaints regarding service. At this time, Contractor designates Stephanie Thompson as its representative who can be reached at 660-358-1589. The contractor shall promptly investigate all complaints and shall arrange for collection of any missed collections within twenty-four (24) hours of the scheduled collection.

8. Indemnification:

- a. Contractor shall indemnify and hold harmless the City from and shall be responsible for the payment of all costs paid by the City, including attorneys' fees, for any claim, damage, injury whether to persons or property including death, or cause of action of any nature whatsoever which may be sustained or claimed or alleged or asserted against the City as the result directly or indirectly or in any manner, of the performance or failure of performance on the part of the Contractor.
- b. Contractor shall promptly repair or cause to be repaired, restored or replaced, at its sole cost, any damage caused to any property, real or personal, resulting, whether directly or indirectly, from any action or inaction by Contractor or any of its agents, subcontractors, or employees, whether owned by City or private person, persons, corporations, limited liability companies or any other such entity, public, governmental or private. Such property shall include, but shall not be limited to, sidewalks, yards, streets, driveways, mail boxes, curbs, gutters, drains, trees or other plants, fences, buildings of any nature or purpose, vehicles, and utility lines, poles or equipment. The failure of Contractor to repair or cause to be repaired for at its sole expense any such damaged property for a period greater than six months, absent agreement between the Contractor and property owner to the contrary, shall be grounds for City, at its sole discretion, to declare this contract terminated. Upon such termination City may obtain the services of another contractor to perform the services

provided for in this Contract and in the event the cost to City for such services is greater than provided for by this Contract, Contractor shall, in addition to any damages otherwise provided for by this Contract or Missouri law, pay to City the difference in such cost.

9. Dispute Resolution:

Any disagreement or dispute arising under this contract between the Contractor and residents or between the Contractor and residential accounts may be referred to the Administrative Committee of the City Council of the City of Trenton, Missouri, in the event said disagreements cannot be resolved between the Contractor and the individual residents or residential establishments. The Administrative Committee shall meet at such times as may be required for the resolution of such disputes, and decisions of the Administrative Committee shall be binding on all parties.

10. Miscellaneous

- a. The contract shall not be assignable or transferable by Contractor, nor shall any services described herein be performed by a subcontractor without the consent in writing of the City.
- b. The parties agree that this Agreement does not create an employer-employee relationship between the City and the Contractor or Contractor's personnel used in servicing this Agreement, nor does it create a joint venture arrangement between the Contractor and The City. The Contractor is and shall always be considered as an independent contractor. Any and all employees hired by the Contractor shall be considered employees of the Contractor only and shall not at any time be considered employees of the City. In that regard, the parties agree that each shall maintain its own separate and business related insurance to protect its employees and its equipment.
- c. Failure of either party to insist upon the strict performance of any of the terms herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be construed as a waiver, of the right to insist on or to enforce any other obligation hereunder or any future default or failure of performance.
- d. All notices required or permitted hereunder shall be in writing and shall be deemed delivered if delivered personally to the City Clerk or the Contractor's designated representative or, if mailed, three (3) days after deposit in the United States Postal Service Post Office with proper postage, certified mail, with return receipt required and addressed to the other party as follows:

CITY:
City of Trenton
City Clerk
1100 Main Street
Trenton, Missouri 64683

CONTRACTOR.
Rapid Removal Disposal, Inc.
86 NW 10th Ave.
Trenton, MO 64683

This Agreement contains all the agreements of the parties relating to the subject matter hereof and supersedes all previous contracts. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall act as a mutual termination of any prior or current contract between the parties for the same services.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed in duplicate by their duly authorized representatives as of the day and year first above written.

RAPID REMOVAL DISPOSAL, INC.

BY _____

CITY OF TRENTON, MISSOURI
A MUNICIPAL CORPORATION

BY _____
Jackie Soptic, Mayor

(SEAL)

ATTEST:

Cindy Simpson, City Clerk

SCHEDULE A
RESIDENTIAL SOLID WASTE COLLECTION

Once a week pickup of solid waste, as defined in Chapter 240 of the Trenton City Code, from all dwelling unit included in this Contract. No more than One Hundred Sixty-eight (168) hours shall Intervene between collection. The point of collection shall be as specified in Chapter 240 Trenton City Code.

	2024	2025	2026
Curbside Trash Pickup:			
Monthly cost per home	\$20.00	\$20.60	\$21.21
One time per week pickup			
Collection from City Facilities: (expressed as an annual lump sum)			
	\$720.00	\$720.00	\$720.00
City Buildings	\$1080.00	\$1080.00	\$1080.00
City Parks	\$3000.00	\$3000.00	\$3000.00
TMU Facilities	\$1900.00	\$1900.00	\$1900.00
Curbside Recycling:			
Monthly cost per home	\$ N/A	\$ N/A	\$ N/A

N/C = NO ADDITIONAL CHARGE, SERVICES INCLUDED IN CURBSIDE BID



2024 HOLIDAY SCHEDULE

NEW YEAR'S DAY MONDAY JANUARY 1ST CLOSED TRASH SERVICE WILL BE DELAYED A DAY ALL WEEK

MEMORIAL DAY MONDAY MAY 27TH TRASH SERVICE WILL BE DELAYED A DAY ALL WEEK

4TH OF JULY THURSDAY JULY 4TH TRASH SERVICE WILL BE DELAYED A DAY ON THURSDAY AND FRIDAY

LABOR DAY MONDAY SEPTEMBER 2ND TRASH SERVICE WILL DELAYED ALL WEEK

THANKSGIVING THURSDAY NOVEMBER 28TH TRASH WILL BE DELAYED THURSDAY AND FRIDAY.

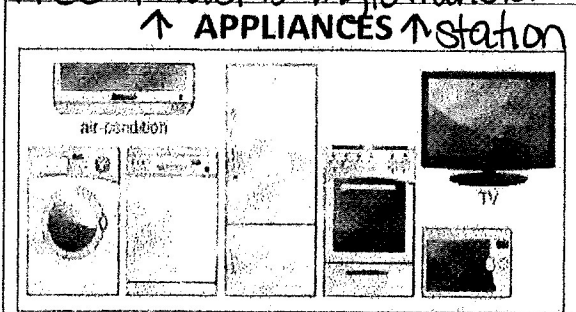
CHRISTMAS DAY WEDNESDAY DECEMBER 25TH TRASH WILL DELAYED WEDNESDAY THRU FRIDAY.

NEW YEARS DAY WEDNESDAY JANUARY 1ST 2025 TRASH WILL BE DELAYED A DAY FROM WEDNESDAY THRU FRIDAY

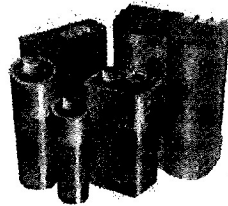
THINGS WE DO NOT ACCEPT

(DUMPSTERS & CURBSIDE PICK UP)

free - must bring to transfer station
 ↑ APPLIANCES ↑ station



BATTERIES

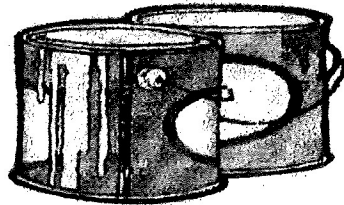


HAZARDOUS MATERIAL

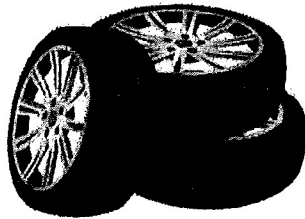


PAINT

- will take if dry



TIRES



YARD WASTE



METAL



~~MATTING OVER MAT~~

BED BUG INFESTED ITEMS -

CONSTRUCTION MATERIAL

LUMBER - Not included in bulk items

- Can bring to transfer station
 1 bulk item per week free