

ORDINANCE NO. 18- 01

AN ORDINANCE TO AUTHORIZE AN AMENDMENT TO THE CITY OF ROGERS FRANCHISE AGREEMENT WITH INLAND WASTE SOLUTIONS; TO APPROVE A FEE INCREASE FOR SOLID WASTE DISPOSAL THAT IS PROPORTIONAL TO COST INCREASES; AND FOR OTHER PURPOSES.

WHEREAS, Inland Waste Solutions, L.L.C. has requested an increase in the fees for collection of residential garbage and recycling to account for a significant increase in operating costs;

WHEREAS, Inland Waste Solutions, L.L.C. relies in part on 4.8 percent increase in transportation costs for the period November 2016 to November 2017 as set forth in the U.S. All Urban Consumers Indexes for Transportation published by the United States Department of Labor, Bureau of Statistics; and

WHEREAS, the proposed increases in rates are proportional to the increase in costs and consistent with the requirements of law and the provisions of the original franchise agreement designed to protect consumers against undue and excessive rate increases, and are as follows:

SERVICE	CURRENT	PROPOSED	DIFFERENCE
Curbside Garbage (96 Gallon Cart)	\$ 11.60	\$ 12.16	\$ 0.56
Curbside Recycle (64 Gallon Cart)	\$ 2.85	\$ 2.99	\$ 0.14
Total Monthly Service	\$ 14.45	\$ 15.15	\$ 0.70

LOW VOLUME SERVICE	CURRENT	PROPOSED	DIFFERENCE
Curbside Garbage (64 Gallon Cart)	\$ 11.20	\$ 11.73	\$ 0.53
Curbside Recycle (64 Gallon Cart)	\$ 2.85	\$ 2.99	\$ 0.14
Total Monthly Service	\$ 14.05	\$ 14.72	\$ 0.67

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:

Section 1: The Mayor may execute an amendment to the City of Rogers's franchise agreement with Inland Waste Solutions, LLC titled "The Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials" entered into on December 31, 2015, adopted by City of Rogers Ordinance No. 16-01, and codified in Appendix A, Article III, Division 1 of the Code of Ordinances, City of Rogers, Arkansas.

Section 2: The amendment to the City of Rogers's franchise agreement with Inland Waste Solutions, LLC described in Section 1 is attached as Exhibit "A".

Section 3 - Emergency Clause: That for the reasons stated in this Ordinance, the need to amend franchise agreement is immediate and in order to protect the public peace, health, safety, and welfare an emergency is hereby declared to exist and this Ordinance shall be in full force and effect beginning February 1, 2018;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this 9th day of January, 2018.

APPROVED:

C. Greg Hines
C. GREG HINES,
Mayor

Attest:

Peggy David
PEGGY DAVID, City Clerk



Prepared By: Jennifer Waymack, Senior Staff Attorney
For Consideration by the Public Works Committee

Amendment to Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials

Pursuant to Section II (k) of the "Agreement for the Collection and Transfer of Residential Solid Waste and Recyclable Materials" ("Original Agreement") this Amendment to the Original Agreement is entered into this 16th day of January, 2018 amended by and the City of Rogers, Arkansas ("the City") and Inland Waste Solutions, LLC ("the Contractor"). The provisions of this Amendment to the Original Agreement shall become effective on February 1, 2018.

Subsections (a) and (b) of Section IV of the Original Agreement are amended to alter the rates service and remove the requirement of 32 gallon capacity containers, and shall read as follows:

Section IV. - Residential services, operations and performance.

(a) Solid waste services for residents.

Base fee service. The contractor shall provide residential solid waste collection and transfer services for all residential customers located within the service areas of this agreement one time per week using container bins on wheels, which will be limited to one container bin weekly of either a 64-gallon or 96-gallon capacity. The base fee charged to customers shall be:

64-gallon recycling container-cart: \$2.99

96-gallon solid waste container: \$12.16

64-gallon solid waste container: \$11.73

(b) Residential collections.

Recycle bin collection. One time per week curbside collection of residential recycling shall be provided as a tandem service to the one time per week solid waste collection service outlined above for those customers. The customer will be instructed to set out recycle bins under the same placement rules as for the set out of solid waste. The contractor shall be responsible to provide an inventory of recycling bins sufficient to provide for all customers who are in the city.

Recyclable materials. Customers will be permitted to recycle newspapers, magazines, plastic bottle containers, aluminum and tin cans and cardboard. Educational brochures will instruct customers how to prepare items.

Yard waste services. Residents are encouraged to manage yard wastes on-site using techniques such as backyard composting and mulching mowers to the greatest extent possible. However, residential yard waste collection will be provided by contractor at an extra cost to residents through purchase of special green bags at a cost of \$2.00 per green bag, which shall be picked up on the same day as solid waste. Any increase in the price charged for these special bags must be approved by the city council.

Bulky waste pickup. The contractor shall provide bulky waste pickup service for all customers at least one day a month. Items to be included in the bulky waste pickup shall be negotiated between the contractor and the city and publicized to all residents of the city.

Leaf pickup. The contractor shall provide pickup of leaves at least once on each route during the fall months, and shall advertise the date of such pickup in advance.

Extra trash following Christmas. Contractor shall make provisions to pick up extra trash on the pickup date following the Christmas holiday.

In no other way whatsoever is the Residential Solid Waste and Recycling Agreement amended or modified, and the parties hereto adopt, repeat, and reaffirm all other provisions of that Original Agreement as previously amended.

IN WITNESS WHEREOF, the parties set their hands and seals this 10th day of January, 2018.

CITY OF ROGERS

INLAND SERVICE CORP.

GH
By: *Greg C. Hines*
Greg C. Hines

By: *Bob Mathis*
Bob Mathis
RVP INLAND WASTE

Attest:

Peggy David
Peggy David, City Clerk 