**ORDINANCE NO. 22-67**

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CITY OF ROGERS’ FRANCHISE AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC; TO APPROVE A FEE INCREASE FOR SOLID WASTE DISPOSAL THAT IS PROPORTIONAL TO COST INCREASES; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

 **WHEREAS**, Lakeshore Recycling Systems, LLC has requested an increase in the fees for collection of residential garbage to account for a significant increase in operating costs;

 **WHEREAS,** Lakeshore Recycling Systems, LLC relies in part on a 5.8 percent increase incosts for the period October 2021 to October 2022 as set forth in the U.S. All Urban Consumers Indexes (CPI-U) for Transportation Garbage Collections 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) $ 14.41 $ 15.25 $ 0.84

Curbside Recycle (64 Gallon Cart) $ 4.46 $ 4.72 $ 0.26

Total Monthly Service $ 18.87 $ 19.97 $ 1.10

LOW VOLUME SERVICE CURRENT PROPOSED DIFFERENCE

Curbside Garbage (64 Gallon Cart) $ 13.90 $ 14.71 $ 0.81

Curbside Recycle (64 Gallon Cart) $ 4.46 $ 4.72 $ 0.26

Total Monthly Service $ 18.36 $ 19.43 $ 1.07

 **WHEREAS**, Lakeshore Recycling Systems, LLC is seeking a Convenience Center rate increase due to the increase in CPI-U. The Convenience Center rate increase is as follows:

 CURRENT PROPOSED DIFFERENCE

Residential Carload $7.46 $7.89 $ 0.43

Residential Truck load $12.63 $13.36 $ 0.73

Residential Large Truck load $17.79 $18.82 $ 1.03

Price per Cubic Yard $12.63 $13.36 $ 0.73

Minimum Dump Fee $57.40 $60.73 $ 3.33

Trash Bag $2.41 $2.55 $ 0.14

Yard Waste Bag Purchase $2.30 $2.43 $ 0.13

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

Section 1: The Mayor and City Clerk may execute an amendment to the City of Rogers’ franchise agreement with Lakeshore Recycling Systems, 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 Lakeshore Recycling Systems, LLC described in Section 1 is attached as Exhibit “A;”

 Section 3 - Emergency Clause: It is hereby declared an emergency exists and this ordinance, being necessary for the preservation of health, safety and welfare of the citizens of Rogers, Arkansas, shall be in effect upon its passage and approval;

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 13th day of December, 2022.

APPROVED:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 C. GREG HINES, Mayor

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JESSICA RUSH, City Clerk

Request By: C. Greg Hines, Mayor

Prepared By: John M. Pesek, Senior Staff Attorney

This publication was paid for by the City of Rogers, Office of the City Clerk, in the amount of $\_\_(TBD by newspaper)\_\_\_\_\_\_\_\_.

**EXHIBIT “A”**

**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 13 day of December, 2022 amended by and the City of Rogers, Arkansas (“the City”) and Lakeshore Recycling Systems, LLC (“the Contractor”). The provisions of this Amendment to the Original Agreement shall become effective on January 1, 2023.

Subsection (m) of Section III and Subsections (a) and (b) of Section IV of the Original Agreement are amended to alter the rates of service, and shall read as follows:

**Section III. – General services, operations and performance.**

(m) *Local facility.* The contractor shall establish and maintain a local facility to serve as the base of operations within 20 miles of the city limits, by the effective date of this agreement. All trucks and other equipment to be used in connection with the agreement shall be kept at the customer location or at the local facility in order to permit expeditious service response. The contractor shall provide adequate telephone communications; shall have a local telephone number, and, shall have at least two people available to receive calls during normal business hours 9:00 a.m. to 4:30 p.m., at least five days a week, including Saturday. The contractor and/or the office personnel shall maintain some form of telecommunications with the operations personnel during operations hours. This facility shall include a transfer station where residents can take items of trash, including bulk waste items, for disposal, and a recycling center to process the recyclables collected in the city. This transfer station shall be open at least five days a week, including Saturday. Rates charged for disposal of items shall be as follows:

|  |  |
| --- | --- |
| Residential Carload | $7.89 |
| Residential Truck Load | $13.36 |
| Residential Large Truck Load | $18.82 |
| Price per Cubic Yard | $13.36 |
| Minimum Dumping Fee | $60.73 |
| Trash Bag | $2.41 |
| Yard Waste Bag Purchase | $2.43 |

**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: $4.72

 96-gallon solid waste container: $15.25

 64-gallon solid waste container: $14.71

 (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 $2.43 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.

 **Contamination**. The contractor may suspend or remove a resident’s participation in the recycling program based on continual contamination. Each resident who participates in the program will be given three (3) strikes per calendar year. If the contractor is able to determine the resident has contaminated the residential recycling container in excess of three (3) times per year, that resident may be suspended and their recycling container removed for a period for six (6) months. If the resident has three (3) more contamination strikes within the six (6) months after receiving their recycling container back (if resident so chooses to recycle and have their recycling container delivered back to them) from contractor after previously being suspended from the program within the last calendar year, the resident will be permanently removed from the residential recycling program and their container taken back by the contractor.

 **Bulk item pick-up**. Each resident who participates in the program is allowed two (2) free bulk items per month on their regularly scheduled service day. If a resident wishes to dispose of more than two (2) bulk item pick-ups per month, the resident will pay a cost of twenty-five dollars ($25.00) in advance of their normal bulk service day for each additional item.

 **Mattresses and box springs**. If a resident requests a pick-up of a mattress or box spring(s), the resident shall envelop each mattress and each box spring(s) within the bag used to purchase the mattress and box springs or purchase a sealable mattress bag from a local retailer prior to placing it on the curb for pick-up.

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 13th day of December, 2022.

CITY OF ROGERS LAKESHORE RECYCLING SYSTEMS, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 C. Greg Hines, Mayor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jessica Rush, City Clerk