

## AGREEMENT FOR SANITATION SERVICE BY BUD'S SANITARY SERVICE

This agreement is made and entered into, in consideration of the mutual promises herein contained, on the above date, by and between the City of HUMPHREY, hereinafter referred to as the Municipal Corporation BUD'S SANITARY SERVICE, LLC, hereinafter referred to as the Contractor.

The Contractor will furnish adequate garbage hauling service in accordance with generally accepted standards in the industry, providing subject to unavoidable weather conditions and temporary (not to exceed one week duration) breakdown in equipment, for removal of trash from all residences and businesses on active water meters once per week.

The Contractor will furnish all employees and adequate equipment at all times in working condition to furnish effective trash and garbage removal service to all residents and businesses to provide for the removal of garbage EXCEPT for automobiles, trees, leaves, grass clippings, tin, wire, iron, liquid paint, lead acid batteries, waste oil, tires, hazardous chemicals and added restrictions by LB.1257 or Federal Regulations.

The said Contractor shall NOT BE required to:

- 1) Pick up trash, garbage or refuse that is not in containers of 45 gallon or less capacity and NO MORE than 3 cans per week, or sacked in durable bags, or of such nature that it can be easily placed in trucks. Contractor shall pick up bulk trash in a Dumpster for businesses.
- (2) Pick up refrigerators, stoves or other large appliances, but will provide for a charge to residents, access to the Transfer Station site one (1) mile northeast of Newman Grove, NE owned by the Contractor for the disposal of any such or larger items by scheduled appointment only.
- (3) Pick up Construction Debris resulting from remodeling of buildings or razing of buildings, but will provide our Licensed C&D site located one (1) mile N.E. of Newman Grove, NE owned by Contractor for the disposal of such @ \$30/ton (price subject to change) to be hauled by individual or their contractor by appointment.
- (4) Pick up from businesses or residence that have been off the water meter and are going to be changing owners or renters and doing a "cleanout". The said individuals should contact said Contractor to arrange for disposal rate separate from contractual fee for trash exceeding the three (3), 45 gal containers max.
- (5) Pick up trash that is not placed immediately adjacent to a platted street, alley or avenue and such other locations as Contractor may designate.
- (6) Pickup hazardous materials.

Other than as herein stated, the Contractor shall be required to pick up all items placed for his collection, providing all does comply with restrictions by LB.1257 & Federal Regulations by residents of HUMPHREY.

The Contractor will use modern equipment that will pass all state vehicle regulations and will use compactor trucks. The Contractor will comply with all applicable State & Federal Regulations to which he may be subject and most specifically with those pertaining to pollution and environmental standards.

The Contractor is hereby designated as an Independent Contractor and will not be in anyway an employee or an agent of the City. The Contractor will furnish the necessary Worker's Compensation and Liability Insurance policies that can be furnished annually to the City if requested.

The Contractor shall be paid for services solely from the amounts collected by said City from all those benefiting from said service the sum of \$14.00 per active water meter, within City limits.

The number of such locations to be determined by the City Clerk on the basis of the number of active water meter accounts in said City limits reduced by (1) said premises are empty and (2) any accounts where the same premises have two water meters (home and separate water hydrant).

The Contractor guarantees that all acceptable solid waste that is picked up from said City by the Contractor will go to a Subtitle D Licensed Landfill permitted by the NDEQ.

The City may make such ordinances and regulations in the future as necessary for proper trash collection. Such may include more detailed procedure as to what trash and garbage may be picked up, the packaging of trash, what containers trash may be placed in and number of containers acceptable per week and other reasonable regulations. The City retains all rights for adding, reviewing, and amending all ordinances and regulations placed upon the collection of trash and garbage by the Contractor.

The City of Humphrey grants to the hauler the exclusive right, privilege and duty to collect and dispose of trash and garbage, it will be for the period of five (5) years, commencing on February 19, 2023. The hauler may request and be granted a price increase up to ten percent (10%) of the rates over the term of the Agreement in the event of a five percent (5%) increase in either the (a) landfill rate; or (b) CPI-W for the Midwest Region. The rate may be negotiated higher in the event of war, fuel rate increase of twenty percent (20%) above the rate at the time of the bid, or labor strike.

This agreement is executed on the dates as shown by the respective signatures and its effective date is February 19, 2023, for a period of five (5) years, terminating February 19, 2028. Said agreement will not be held into effect if either party crosses out lines of said contract prior to, or after signing without the other parties knowledge and consent, along with both parties initials on original contract.

A 90 day notice must be given by said City or said Contractor to be released of this contract with logistical facts of existing long-term problems.

This contract is not assignable by Contractor without written permission of the City.

CITY OF HUMPHREY

BY: Robert Preuter  
Mayor

2-20-23  
Date

ATTEST:

BY: Jane Went  
Clerk

2-20-23  
Date

BUD'S SANITARY SERVICE, LLC

BY: \_\_\_\_\_  
Daryl Guthard, Contractor

BY: \_\_\_\_\_  
Holly Guthard, Contractor

\_\_\_\_\_  
Date