

RESOLUTION NO. 1989-59

AGREEMENT

This agreement made and entered into by and between the City of Jonesboro (hereinafter referred to as "City") and _____, (hereinafter referred to as "Hauler"), **WITNESSETH:**

WHEREAS the City, mindful of its duties and responsibilities to protect and maintain public health, finds it necessary to regulate and control the collection and disposal of garbage at mobile home parks and apartment units, buildings and complexes;

WHEREAS, the Hauler is willing to render the service of collection and disposal for hire by Mobile home parks and apartment complexes within the City;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Hauler shall submit to the City's sanitation department director on or before the 10th day of each month a list of any and all mobile home parks and/or apartment businesses with which Hauler has a current contract for refuse collection and disposal. Hauler agrees to provide the following information regarding its client(s):

- (a) each client's name and address;
- (b) number of units to be served;
- (c) frequency of pick-ups by Hauler at each client's location;
- (d) additions and/or deletions to Hauler's clientele list during the preceding month.

2. (A) Hauler agrees to collect from each of its client(s) the sum of Eight Dollars (\$8.00) for each mobile home space and/or apartment unit, including vacant spaces, units and to remit said sums with the City Collector on or before the first day of July of each year. The parties agree that such sums shall be utilized by the City to offset the costs of clean-sweep, blackbird land fill and mosquito control activities carried out by the City.

(B) If any client(s) have failed to make timely payments to the Hauler, the \$8.00 per space after two consecutive billings, the hauler shall submit copies of the billing statements that show the non-payment to the City Collector and City Attorney by August 11 of each year.

3. The parties agree that the above reporting and collection requirements to be performed by Hauler shall apply only to those agreements between Hauler and its refuse disposal and collection client(s) wherein the Client pays for all sanitation fees of its resident tenants.

4. The parties agree that they shall set prices independently. Nothing in this agreement shall be construed as an agreement on prices for refuse collections and disposal by either the City or Hauler.

5. The parties agree that upon failure of Hauler to comply with any of the above terms and conditions that this agreement shall become voidable at the City's election, and the City may proceed to institute refuse collection and disposal services at the Hauler's client(s) locations.

COMPANY

OWNER

SIGNATURE

Authorized Signature
SANITATION DEPARTMENT
City of Jonesboro, Arkansas

Passed and adopted: November 6, 1989.