



RESOLUTION NO. 2026-3

A Resolution of the City Council of Mona City, Utah, Authorizing the Execution of a Contract with Country Garbage Service for Municipal Garbage Pickup Services

WHEREAS,

- Mona City recognizes the necessity of providing reliable and efficient garbage collection services to its residents;
- Country Garbage Service has demonstrated the capacity, equipment, and expertise to provide such services in accordance with municipal standards;
- The City Council has reviewed the proposed contract terms and determined that entering into an agreement with Country Garbage Service serves the best interests of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONA CITY, UTAH:

1. **Approval of Contract:** The contract between Mona City and Country Garbage Service for garbage pickup services is hereby approved.
2. **Authorization to Execute:** The Mayor of Mona City, or their designee, is authorized to execute said contract and any related documents necessary to implement the agreement.
3. **Scope of Services:** Country Garbage Service shall provide weekly garbage pickup services to all residential and municipal properties within Mona City limits, in accordance with the terms outlined in the contract.
4. **Term of Agreement:** The contract shall remain in effect for a period of 5 years, commencing on January 27th, 2026, unless terminated or extended in accordance with its provisions.
5. **Payment and Funding:** Compensation for services shall be provided as specified in the contract, subject to annual budget appropriations by the City Council.
6. **Effective Date:** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Mona, Utah, this 27th day of January, 2026.



Troy Painter, Mayor

ATTEST



Alicia Hills, Mona City Recorder

MONA CITY GARBAGE COLLECTION AGREEMENT

This Agreement entered into the 27th day of January by and between Mona City, a Municipal Corporation located in Juab County, Utah, hereinafter referred to as "Mona City" and Jay Mecham Country Garbage, hereinafter referred to as "Contractor."

WHEREAS, Contractor is desirous of contracting with Mona City to provide for the residential collection of garbage, and it has sufficient automated type garbage trucks, qualified drivers and all necessary employees to collect and dispose of Mona City residential garbage.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

THE CONTRACTOR AGREES:

1. The Contractor will furnish a sufficient number of automated type garbage trucks, qualified drivers and all necessary employees to collect and dispose of garbage from residences in Mona City and the immediate surrounding area at least once a week on a regular schedule.
2. The Contractor will provide Mona City with its proposed collection schedule and Mona City will be responsible for informing its residents of the schedule. No collection will take place between 7:00 p.m. and 7:00 a.m.
3. All trucks, containers and related equipment of the Contractor must be modern, sanitary, leak proof and suitable for the collection of garbage.
4. The Contractor will pay for the services of all of its employees and bear the costs and expensed of maintenance and operation of its equipment and assume all liability and liability insurance costs connected therewith.
5. The Contractor will maintain the following minimum insurance coverage:

- A. Automobile Liability:
- | | |
|-------------------------------------|-------------|
| Combined Bodily Injury and Property | \$1,000,000 |
| Damage Liability Coverage | |

Contractor agrees to include Mona City as an additional loss insured on all policies, and provide Mona City with proof of said coverage. The Contractor will also provide worker's compensation for all of its employees in accordance with the laws of the state of Utah.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. This Agreement will have an initial term of (5) years Beginning JAN - 2026 and terminating JAN - 2031
If either party desires at the end of the term to terminate or renegotiate the terms of this Agreement, they will within 90 days of the termination date, give written and personal notice at a scheduled council meeting of their desire to terminate or renegotiate terms, otherwise the agreement will continue under the same terms renewable and resigned every () years during the council session.
2. This Agreement covers only residential collection of garbage. The contractor may deal directly with businesses, commercial, industrial and institutional establishments, and all sums collected by Contractor from such establishments will belong to Contractor as its compensation. Mona City, however, does not by this Agreements purport to grant to the Contractor the exclusive right to collect and dispose of such business, commercial, industrial and institutional garbage, the same being a matter of negotiation and individual agreement with said establishment. In the event the Contractor will handle such customers, it will be required to obtain a Mona City Business License.
3. In the event Mona City will have any complaints with the service of the Contractor or with it facilities or operations, or in the event of any legitimate complaint from a resident against the Contractor relating to services, Mona City will notify the Contractor in writing of any complaint and the Contractor will correct the same complaint from the resident is notice. If the Contractor believes the notice by Mona City or the complaint from the resident is unreasonable, Contractor will nevertheless change its mode of operation to conform to Mona City's notice, but may within 10 days of receipt of the notice request a hearing before the City Council to address the issue. Bothe parties agree to work in good faith to attempt to resolve the complaint.

4. Any changes in conditions approved in the Agreement must be approved by the Mona City Council.
5. In the Event the terms of this Agreement are enforced at law or equity the party found to be at fault or in default agrees to pay reasonable attorneys' fees and costs of proceeding, and damages incurred as a result of such faults or defaults.

WITNESS the hands of the parties the date first above written,

MONA CITY

JAY MECHAM COUNTRY GARBAGE

1-27-26

BY:

Tony Parste

BY:

Jay Mecha

ATTEST:

Alicia Hills

ITS:
