



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org


TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING
SIKESTON CITY HALL

Thursday, July 20, 2017
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. Authorization to Execute Contract for Provision of Residential Solid Waste Services
 - B. FY-18 Budget Reallocation
 - C. Award Bid 17-33, SAN Dell EMC Storage Array & Backup Device
 - D. Award Bid 18-01, Backstop Replacement at Recreational Complex
 - E. Council Representative – Appointment to Friends of the Animal Shelter Advisory Board
 - F. Authorize Staff to Go Out to Bid for Industrial Park Land Purchase Financing
 - G. DPS Air Pack Demonstration
 - H. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT

Dated this 17th day of July 2017



Carroll Couch, City Clerk

Council Letter

Date of Meeting: 17-07-20

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Execute Contract for Provision of Residential Solid Waste Services

Attachment:

1. Draft of Sonny's Solid Waste Contract

Action Options:

1. Authorize and Execute Contract for Residential Solid Waste Services
2. Other Action Council May Deem Necessary

Background:

City staff has been negotiating the contract with Sonny's Solid Waste. The draft contract is attached.

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this 1st day of **August, 2017**, by and between the parties, to-wit: the City of Sikeston, Missouri, a Municipal Corporation organized under the provisions of Chapter 78 of RSMo, hereinafter referred to as "CITY" and Sonny's Solid Waste Services, Inc., hereinafter referred to as "CONTRACTOR", to provide for the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City.

WITNESSETH:

In consideration of the promises, payments, covenants and agreements contained herein, the value and adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually enter into this agreement, upon the following terms and conditions:

SECTION ONE: DEFINITIONS

For purposes of this agreement the following words or terms shall have the indicated meanings:

- A. "Battery" or "Lead-acid Battery", a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and water craft;
- B. "Bulky Rubbish", all non-putrescible, non-liquid solid wastes, whether combustible or non-combustible, which are either too large or too heavy to be safely and conveniently loaded into vehicles designed for solid waste collection (packer trucks) without additional loading equipment and/or manpower;
- C. "City Manager" or "Manager", shall be the City Manager for the City of Sikeston, Missouri;
- D. "Clean Fill", uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal, and inert solids as approved by rule or policy of the Department of Natural Resources, for fill, reclamation or other beneficial use;
- E. "Collection", the pick-up and removal of all waste materials as specified herein, in a manner and by a method that fully contains all such materials to be delivered to the disposal site, both in loading and transportation phases of the operation;
- F. "Commercial Waste Generating Unit", any location or place where business is or could be conducted or any dwelling unit under one roof containing five (5) or more individual residences or any grouping of five (5) or more individual dwelling units offered for rent, regardless of length of stay, operated by any person(s), firm or corporation in the normal pursuit of profit or revenue generation;

- G. "Council", shall be the City Council for the City of Sikeston, Missouri;
- H. "Construction and Demolition Waste", those waste products generated by either construction or demolition activities, of any nature including construction materials, brush, wood wastes, solid rock, concrete and other like inert solids which are insoluble in water;
- I. "Demolition Landfill", a solid waste disposal area used for the controlled disposal of demolition wastes, construction materials, brush, wood wastes, soil, rock, concrete and inert solids insoluble in water;
- J. "Department" or "DNR", the State of Missouri Department of Natural Resources;
- K. "Disposal", the delivery of solid waste to any appropriate site designed, permitted or licensed by the appropriate state agency(ies), including but not necessarily limited to incineration, composting, recycling, baling, shredding, salvaging, compacting, landfill and/or other facility;
- L. "Dwelling Unit", any room or group of rooms within or on any premises and forming a single habitable unit with facilities which are used or intended to be used as a domicile, which may or may not include living, sleeping, cooking and eating. A dwelling unit shall be presumed to be occupied and the owner or tenant thereof shall pay the solid waste removal charge herein provided for so long as electric, water, or sewer service is provided to the premises by the Board of Municipal Utilities of the City of Sikeston, unless waived by the contractor;
- M. "EPA", the Environmental Protection Agency of the United States Government;
- N. "Garbage", waste which includes any of the following: putrescible animal, vegetable or mineral wastes resulting from the handling, preparation, cooking, serving, storage or consumption of food or paper, packaging and other like items which result from routine household living activities;
- O. "Hazardous Wastes", include but may not be limited to explosive wastes, corrosive or caustic wastes, flammable wastes, pesticide wastes, herbicide wastes, toxic wastes, radioactive materials or containers or any other material or container so designated by EPA or DNR regulations;
- P. "Infectious Wastes", waste in quantities and characteristics as determined by DNR by rule, including medical isolation wastes, cultures and stocks of etiologic agents, blood and blood products, pathological wastes, other wastes;
- Q. "Major Appliance", clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers;

- R. "Occupant, Resident or Customer", any person who alone or jointly or severally with others, shall be in the actual possession of any dwelling unit or any other improved real property, either as owner or tenant receiving solid waste services;
- S. "Person", any individual, partnership, corporation, association, institution, city, county, other political subdivision, authority, state agency or institution or federal agency or institution;
- T. "Recovered Materials", those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing;
- U. "Recycling", the separation and reuse of materials which might otherwise be disposed of as solid waste;
- V. "Resource Recovery", a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible, as determined by DNR and pursuant to DNR standards, for reuse or remanufacture;
- W. "Sanitary Landfill", a solid waste disposal area, licensed and permitted by the State of Missouri, which accepts commercial and residential solid waste;
- X. "Sharps", a term applied to needles and other dangerous implements in the medical care industry;
- Y. "Solid Waste", garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but excluding hazardous or infectious waste as defined herein, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting;
- Z. "Solid Waste Management", the entire composite solid waste system of storage, collection, transportation, processing and disposal of any waste;
- AA. "Solid Waste Processing Facility", any facility where solid waste is salvaged and processed, including:
1. A compost plant or transfer station; or
 2. An incinerator which operates with or without energy recovery;
- BB. "Storage", keeping, maintaining, storing, and depositing for collection of solid waste from its time of production until its time of collection;
- CC. "Tire", a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle, trailer or wheels of other machinery;

- DD. “Toter”, 96 gallon trash receptacles that shall be provided by contractor;
- EE. “Transportation”, the conveying of waste(s) or material(s) collected to an approved disposal site or processing facility, in a legal manner, with proper containment by truck or other appropriate vehicle;
- FF. “Utility Waste Landfill”, a solid waste disposal area used for fly ash waste, bottom ash waste, slag waste and flue gas emission control waste, generated primarily from the combustion of coal or other fossil fuels;
- GG. “Waste Tire”, a tire that is no longer suitable for its original intended purpose because of wear, damage or defect;
- HH. “Yard Waste”, leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

SECTION TWO: TERM

The term of this agreement shall commence August 1, 2017 at 12:01 A.M. and expire July 31, 2022 at 12:00 P.M. This agreement may be renewed for an additional three year period if mutually agreeable to the parties.

SECTION THREE: SCOPE OF SERVICE

A. PRIVATE "DWELLING UNITS" SERVICE:

1. During the term of this agreement the Contractor shall, no less frequently than twice weekly, remove from each occupied dwelling unit, excepting those defined as "Commercial Units" herein, within the City all garbage and solid waste, with the following limitations and restrictions:

Garbage and solid waste to be removed at each collection shall be limited to the contents of two (2) containers herein described, and no more than five (5) plastic bags or bundles as herein described (or any combination thereof), together with any container provided by the Contractor to any occupied dwelling unit **until such a time that contractor toters are provided to all non-commercial dwelling units.**

Once Toters are first obtained and delivered by the Contractor to all dwelling units, excepting those defined as “Commercial Units” herein, collection shall be limited to the contents of one (1) Contractor-provided Toter, excepting those who have made separate arrangements for additional toters with the Contractor. (Additional Toters can be purchased by dwelling units from the contractor, and collection service can be

added at the rate of nine dollars (\$9) per month per additional Toter to be billed directly by the Contractor to the dwelling unit.) Collection shall be limited to Toters placed at the street (no collection from alleys), excepting those dwelling units that have made separate arrangements with the Contractor. Toters should be placed at the street prior to midnight the night before scheduled collection days. Toters shall be owned and maintained by the Contractor, excepting damage caused by residents.

2. During the term of this agreement the contractor shall, two (2) times per year (one time in the spring and one time in the fall) remove from each occupied dwelling unit within the City, except those defined as "commercial units" herein, **up to four items of bulky rubbish** such as may be appropriately placed for collection and removal by residents.
3. The collection routes and route schedules for regular twice weekly and spring and fall removals shall be as established in (Exhibit 1). "Collection Routes and Schedules" hereto attached, and such routes and schedules shall not be altered or changed except by written permission of the City Manager.
4. **From the execution of contract date until contractor-provided toters are delievered to dwelling units**, storage of any waste between collections shall be the responsibility of the occupant of the premises, and said occupant shall likewise have the responsibility of making said waste available and accessible, either in alley or at curbside, for collection; with the following requirements and restrictions;
 - a. In containers designed for the purpose of waste containment and constructed of galvanized metal, rubber, fiberglass or non-brittle polypropylene which containers shall have tight fitting lids of the same or like material.
 - b. In containers not exceeding forty (40) gallons or seventy five (75) pounds loaded gross weight and having handles, bails or other appropriate lifting devices and which shall be leak-proof.
 - c. No yard waste (i.e. tree limbs, clippings or grass) will be removed.
 - d. Plastic bags: In tied or sealed plastic bags manufactured for solid waste containment which do not exceed fifty (50) pounds in weight and do not leak.
 - e. Solid waste containers, bags or bundles not meeting the standards of this section, shall not be required to be collected provided said container(s) is/are tagged with an appropriate tag to be furnished by CONTRACTOR on a form approved by the City Manager, explaining the container's deficiency and identifying a complaint contact person within the contractor's organization.
 - f. Plastic bags and/or bundles shall not be required to be collected if they do not comply with the provisions of this section, provided they are tagged for

deficiency.

5. Once Toters are first obtained and delivered by the Contractor to all dwelling units, excepting those defined as “Commercial Units” herein, excepting those who have made separate arrangements for additional toters with the Contractor, storage of any waste between collections shall be the responsibility of the occupant of the premises, and said occupant shall likewise have the responsibility of making said waste available and accessible for collection; with the following requirements and restrictions;
 - a. Collection shall be limited to Toters placed at the street (no collection from alleys), excepting those dwelling units that have made separate arrangements with the Contractor.
 - b. Toters shall be owned and maintained by the Contractor, excepting damage caused by residents.
 - c. Additional Toters can be purchased by dwelling units from the contractor, and collection service can be added at the rate of nine dollars (\$9) per month per additional Toter to be billed directly by the Contractor to the dwelling unit.
 - d. Toters should be placed at the street the night before scheduled collection days. The Contractor is not responsible for the collection of garbage of toters brought to street after collection has taken place.
 - e. No yard waste (i.e. tree limbs, clippings or grass) will be removed.
 - f. Any solid waste to be collected must be in the toter. Additional items left curb side are not required to be collected.
6. Deviations: Nothing in this agreement shall be interpreted to prohibit the contractor or any licensed and permitted solid waste service and any occupant or resident from entering into an agreement whereby the contractor shall pickup and remove any waste material that does not comply with the requirements of these provisions with reference to kind of waste or containers; provided only that the consideration to be charged and received for said service shall be fair and reasonable as provided for in Section Five (5).
7. The collection, transportation and disposal of infectious waste in any quantity or significant amounts of hazardous wastes, as may be defined by DNR or EPA, shall not be required nor authorized under the provisions of this contract.
8. The collection of any waste containing fire or embers shall not be required nor

authorized under the provisions of this contract. Toters damaged by fire or embers will be the responsibility of the occupant to replace.

9. Upon each regular twice weekly collection and semiannual bulk collection the CONTRACTOR shall clean up all spillage caused by his collection or handling and place it in the collection vehicle.
10. Construction and demolition wastes shall not be covered by the provisions of this agreement.
11. CONTRACTOR shall daily, excepting for non-service days, City holidays, Saturdays and Sundays, contact City Hall to inquire about complaints concerning its service or "missed" householders. Such complaints shall be remedied by the close of the following business day.
12. CONTRACTOR shall establish and maintain within the City **at locations during hours** consented to by the City Manager, collection facilities to which city residents may bring **single-stream**, recyclable solid waste, of kinds and in the form and description as follows:
 - a. Corrugated cardboard, gray board and chip board, including soda, cereal and frozen pizza boxes.
 - b. Newspaper (flattened, dry with no strings/bands), magazines, catalogs, junk mail, and paper.
 - c. Aluminum, steel and tin.
 - d. Household plastic containers (#1, 2, 3, 4, 5, 7)
 - e. Plastic shopping bags (#2) and newspaper sleeves (#4).

Said recycling stations shall be located at the following locations:

- a. Fire Station #1 (North West Street) – Shall be available for drop off 24 hours per day, seven (7) days per week.
- b. Sonny's Solid Waste Headquarters (Smith Street) – Shall be available for drop off no less than eight (8) hours per week.
- c. Fire Station #3 (Ables Road) – Shall be Available for drop of 24 hours per day, seven (7) days per week.

All recyclables must be rinsed and cleaned prior to drop off at a dedicated recycling station.

The contractor shall report on a monthly basis the **total** weight of recyclables received.

Residents wanting curbside recycling service may purchase this service directly from

the Contractor. Curbside service will be available for one (1) pickup per month at an additional fee of \$8.00 per month. The Contractor shall bill dwelling unit separately for this service.

B. MUNICIPAL SOLID WASTE:

1. The CONTRACTOR shall collect and remove, without further consideration than the granting of the instant contract and the benefits derived there from, all waste generated by the CITY in its municipal undertakings, regularly on a twice weekly basis (at the times the neighborhood in which the facility is located is "collected") and such additional, non-scheduled times as said service may be requested by the City Manager or a department supervisor of the City, in and from all parks, municipal buildings, police and fire stations, public works buildings and shops and including, but not limited to, those locations in Exhibit 2 hereof and such other facilities as may be added during the term hereof by the CITY. Requested non-scheduled pickups from parks and other municipal facilities shall be effected within ten (10) hours after a request for said service.
2. The waste from such places and buildings shall be placed in containers to be furnished by the CONTRACTOR in such numbers and kinds as shall be reasonably requested by the CITY at no charge. The initial description and locations of said containers, which are to be furnished by CONTRACTOR without cost, are identified in Exhibit 2 hereto attached.
3. The deletion of material and wastes to be collected from the CITY facilities which are enumerated in Section Five (5) hereof shall apply at the same times and cover the same kinds of waste therein set out, excepting that the CONTRACTOR shall remove and dispose of such enumerated items as shall be left or dropped off in the parks or public places identified in Exhibit Two by third persons. The intent of this subsection is not to require the CONTRACTOR to remove the items and material (after the indicated times) identified in Section Five (5) hereof which are generated or produced by the CITY, its staff or its own services except by separate independent agreement for which the CONTRACTOR will be paid, but to remove and dispose of the items enumerated in Section Five (5) unlawfully left in said public places by persons circumventing the ordinances of the City which relate to waste.

C. ALL COLLECTED WASTE:

No solid waste which has been collected from occupied dwelling units or public places by the contractor shall be kept, stored or maintained within the City Limits of the CITY beyond 10:00 P.M. on the day it was collected. All trash collected from Private Dwelling Units and Municipal Solid Waste shall be removed to a licensed landfill or other approved DNR site.

D. OTHER SERVICES:

Contractor will also provide per contract year the following at no additional charge:

1. Upon 30 days advance notice from the CITY, twenty (20) thirty (30) yard roll off boxes and two (2) forty (40) yard roll off boxes at the CITY Compost area. Said use shall be for Sikeston residents only. All white goods shall be placed in the forty (40) yard boxes and all other household items shall be placed in the thirty (30) yard containers.
2. The area, when open, shall be manned by CITY employees. Items must be placed in the containers and all containers must be level.
3. The items may include, but are limited to, washers, dryers, microwaves, refrigerators, hot water heaters, commodes and household furniture. Any refrigerator must have the compressor removed.
4. Specifically excluded are hazardous waste, yard waste, construction or demolition waste and tires. Also excluded are commercial entities of any type as the above applies to residential households.

**SECTION FOUR:
GENERAL EXCEPTIONS TO SCOPE OF SERVICE**

The contractor's scope of service to private occupied dwelling units shall specifically exclude collections and removal of any waste not generated within or upon the premises of the occupied dwelling unit and shall specifically exclude construction and demolition waste, infectious waste, significant amounts of hazardous waste, demolition waste and any burning or smoldering waste.

**SECTION FIVE:
APPROVAL OF INDEPENDENT CONTRACTING SERVICES**

Upon request and by mutual agreement with individual occupant(s) and for reasonable additional fee(s), the CONTRACTOR shall provide additional, specialized or custom collection services for aged, handicapped or infirm occupants, provided;

1. Any such additional service or fee, including billing and collection, shall be exclusively between CONTRACTOR and occupant; and
2. Said service and fee(s) are non-discriminatory between classes of occupants; and
3. Said service and fee(s) are approved by the CITY and a current service/fee schedule is provided to the CITY. CITY approval of the provisions of this section shall be restricted to the reasonableness of the proposed fee for the type of service requested or offered.

**SECTION SIX:
UNDERTAKINGS AND COVENANTS OF CONTRACTOR**

- A. To provide all facilities, equipment, personnel and supervision as may be required to satisfactorily accomplish the provisions of this agreement, including:
1. Maintaining all collection equipment vehicles in a safe, clean and sanitary condition, and
 2. Said vehicles and equipment shall be so constructed, maintained and operated as to prevent spillage of solid waste there from, and
 3. Said vehicles and equipment shall be constructed with liquid-tight and water-tight bodies and covers which shall be an integral part of the vehicle.
 4. Said covers only may be a separate cover of suitable material with fasteners designed and used to secure the top and sides of the vehicle bed and capable of preventing spillage or load loss from normal operational procedures.
- B. Pay all expenses incidental to the performance of the obligations and provisions of this agreement, including but not limited to, employee payroll and benefits, equipment purchase, equipment maintenance and operation, bond(s), insurance(s), license(s), taxes, tipping or other disposal fee(s) and surcharge(s); including the charges, if any, for governmental permits and licenses.
- C. Be licensed to conduct business within the CITY.

SECTION SEVEN: BONDING & INSURANCE

During the term of this contract, the CONTRACTOR, at his own expense shall obtain and maintain good and sufficient performance bond(s) and general liability insurance, from reputable surety and insurance company(ies) duly licensed to conduct business within the State of Missouri, which companies shall be acceptable to the City; said acceptance not being unreasonably withheld. Current certified copies of all such bond(s) and insurance policies as required herein shall be delivered to the office of the City Clerk no later than fifteen (15) days prior to the effective date of this contract or renewal thereof and current updated certificates shall thereafter be furnished to said officer throughout the term of this agreement.

- A. Bond(s) and insurance provided for herein shall contain a stipulation that notice of intent to reduce, modify or cancel any such bond(s) or insurance must be received by the CITY at least ninety (90) days prior to the effective date of such action, said notice requirements shall be deemed fulfilled upon personal service and acknowledgment or upon receipt by certified mail. The ninety (90) day notice shall be deemed to commence from the date of receipt, by

the CITY.

- B. Performance and indemnity bond(s) shall name the CITY as a beneficiary or payee and shall:
1. Contain specific and satisfactory provisions as may be determined by the CITY, for the calling and forfeiture of said bonds by the CITY for non-performance or unsatisfactory performance of the provisions of this contract, including but not necessarily limited to:
 - a. Frequent or routine failure to provide the service(s) as herein agreed, for any reason, excepting impossibility and performance.
 - b. Failure or refusal to comply with Federal, State or Local laws, rules or regulations or the provisions of this agreement.
 2. Be in an amount equal to twenty percent (20%) of the estimated value of each year's contract price but shall not exceed one hundred thousand dollars (\$100,000.00) whichever is less. The performance bond forfeiture hereby provided is acknowledged to be liquidated damages, actual damages being incapable of assessment.
 3. In the event of a breach of this contract, or duties or covenants hereby imposes and undertaken on the part of the CONTRACTOR, the CITY shall give the CONTRACTOR written notice thereof as provided for in Paragraph 7 of Section Ten (10) hereof; and if such breach, default or non-performance is not remedied within five (5) days of said notice, the CITY may declare this contract canceled and make demand on the performance bonding company and immediately contract with another contractor to provide the services which are the subject hereof.
- C. All insurance policies herein provided for shall name the CITY as co-insured except as otherwise may be specified and shall:
1. Provide coverage's for "Premises and Operation Liability" or "Combined Single Limits Business Liability" with the following minimum limits of coverage:
 - a. Premises and Operations Liability of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars (\$2,000,000.00) property damage; or
 - b. Combined Single Limits Business Liability with the same general items of protection and two million dollar (\$2,000,000.00) coverage.
 2. Provide coverage for "Motor Vehicles" and equipment operated over public ways with minimum limits of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars

(\$2,000,000.00) property damage.

3. Provide such workers' compensation and unemployment compensation as may be required by Missouri Law, said insurance need not include the CITY as co-insured unless and except workers' compensation when and in the event CITY employees may provide or accomplish work for the CONTRACTOR, under the provisions of this contract.
4. Fully indemnify and save the CITY harmless from any and all loss, claim, judgment, cost or expense (including attorney's fees and expenses of defending suits or claims) made by the CONTRACTOR, the CONTRACTOR'S employees or agents or third persons asserting any claim growing out of or allegedly growing out of the CONTRACTOR'S performance of the duties imposed upon it by this agreement or the contractual relationship existing between the parties.

SECTION EIGHT: PAYMENT FOR SERVICES

- A. The CONTRACTOR shall receive throughout the term of this agreement as its sole payment for the services and duties herein enumerated (both private occupied dwelling units and municipal) the payment provided for in (Exhibit 3) hereto (as said charge shall be altered or amended from time to time to reflect any agreed to surcharge attached and made a part of this agreement), per occupied dwelling unit per month; which said sum is hereinafter referred to as the "Contractor's Household Waste Charge". The CITY has contracted with the Board of Municipal Utilities of the City of Sikeston (B.M.U.) to bill and charge the "City Waste Service Charge" as said charge shall be altered or amended from time to time, to each occupied dwelling unit within the CITY on a monthly basis, a fee for solid waste service which shall include the "Contractor's Household Waste Charge" and the City's expenses and charges arising from solid waste service. As collections of solid waste charges collected by the B.M.U. are remitted to the CITY, the CITY shall, within ten (10) days of receipt of same, pay to the CONTRACTOR a portion of said collections which shall be calculated as follows: the total amount received by the CITY shall be multiplied by a fraction the numerator of which shall be the Contractor's Household Waste Charge (Exhibit 3) and the denominator of which shall be the City Waste Service Charge (Exhibit 3).
- B. Notwithstanding any contained in the Contract, it is agreed by and between CITY and CONTRACTOR that if, on the third Tuesday of any calendar month, the Weekly Retail On-Highway Diesel Prices for the Midwest Region, as published for said date or the nearest business day on which said prices are published by the Energy Information Administration of the U.S. Department of Energy, shall be equal or greater than Three Dollars and Fifty Cents (\$3.50) per gallon, the Residential User Fee for services provided by CONTRACTOR during the calendar month which includes the date for which such fuel cost was published, shall be determined in accordance with Exhibit 5 attached hereto and incorporated herein by reference.

SECTION NINE: GENERAL CONDITIONS

- A. The CONTRACTOR shall remain a corporation in "good standing" in the office of the Secretary of State of the State of Missouri throughout the term of this agreement and shall suffer no forfeiture of its charter for any reason.
- B. The CONTRACTOR shall make regular collections on all days and legal holidays not falling on Sunday excepting those specified on Exhibit 4. The units not collected on the aforesaid holidays when it is on a regular collection day shall be collected the next regularly scheduled collection day.
- C. In the event that the CONTRACTOR shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the debtor in a proceeding in bankruptcy (including any proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act) and said proceeding not be dismissed within fifteen days of the filing of same, or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by CONTRACTOR for the benefit of its creditors, or the taking of its trucks, equipment, vehicles or other facilities used in connection with the performance of work under any execution against CONTRACTOR, in such events, CITY may at its option upon five days' written notice declare the CONTRACTOR to be in breach of his agreement and the CITY may terminate the agreement and declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.
- D. This contract shall not be assignable or transferable by CONTRACTOR, nor shall any services be performed by a subcontractor for CONTRACTOR without the consent in writing of the CITY. In the event that the ownership of more than 25% of the corporate voting stock of the CONTRACTOR, if a corporation, shall be transferred or assigned during the term of this contract, such transfer or assignment may, at the CITY'S option be declared the equivalent of an assignment and a breach of this agreement entitling the CITY to terminate same and to damages under the CONTRACTOR's performance bond.
- E. In the event that the landfilling charge or "tippage fee" or any State or County mandated or charged tipping fee (into landfills) increases over that which CONTRACTOR is obligated to pay as of the date hereof the parties agree that the per dwelling unit monthly service charge shall be increased, pro rata, so as to reflect said increase. The parties shall confer and agree upon the dwelling unit increase in cost indicated by any such increase.
- F. In the event that the CONTRACTOR, in order to provide the services which are the subject hereof, must pay State or Federal license or permit fees which are greater than those presently in effect or presently provided for, or by reason of changes in the solid waste or landfill regulations of the State of Missouri, is required to have greater expense in the discharge of its duties hereunder the surcharge shall be subject to re-negotiation between the parties to

include any such increase attributed to this contract.

G. As new dwelling units are added or developed within the City Limits the CONTRACTOR shall provide the service under Section 3 hereof to said units.

H. Notices required by the terms hereof to be given to a party shall be in writing and shall be either delivered to the person hereinafter named or described or delivered to the United States mails, postage pre-paid and certified for delivery to the person hereinafter named or described, to wit:

City:
City Manager
City of Sikeston, Missouri
105 E. Center
Sikeston, MO 63801

Contractor:
Sonny's Solid Waste Services, Inc.
P.O. Box 791
Sikeston, MO 63801
(573) 471-2869

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CITY:

CONTRACTOR:

By: _____
Steven Burch, Mayor

By: _____
Raymond G. Glaus Jr., President
Sonny's Solid Waste Services, Inc.

ATTEST:

By: _____
Carroll Couch, City Clerk

EXHIBIT 1

COLLECTION ROUTES & SCHEDULES

(SEE ATTACHED MAP)

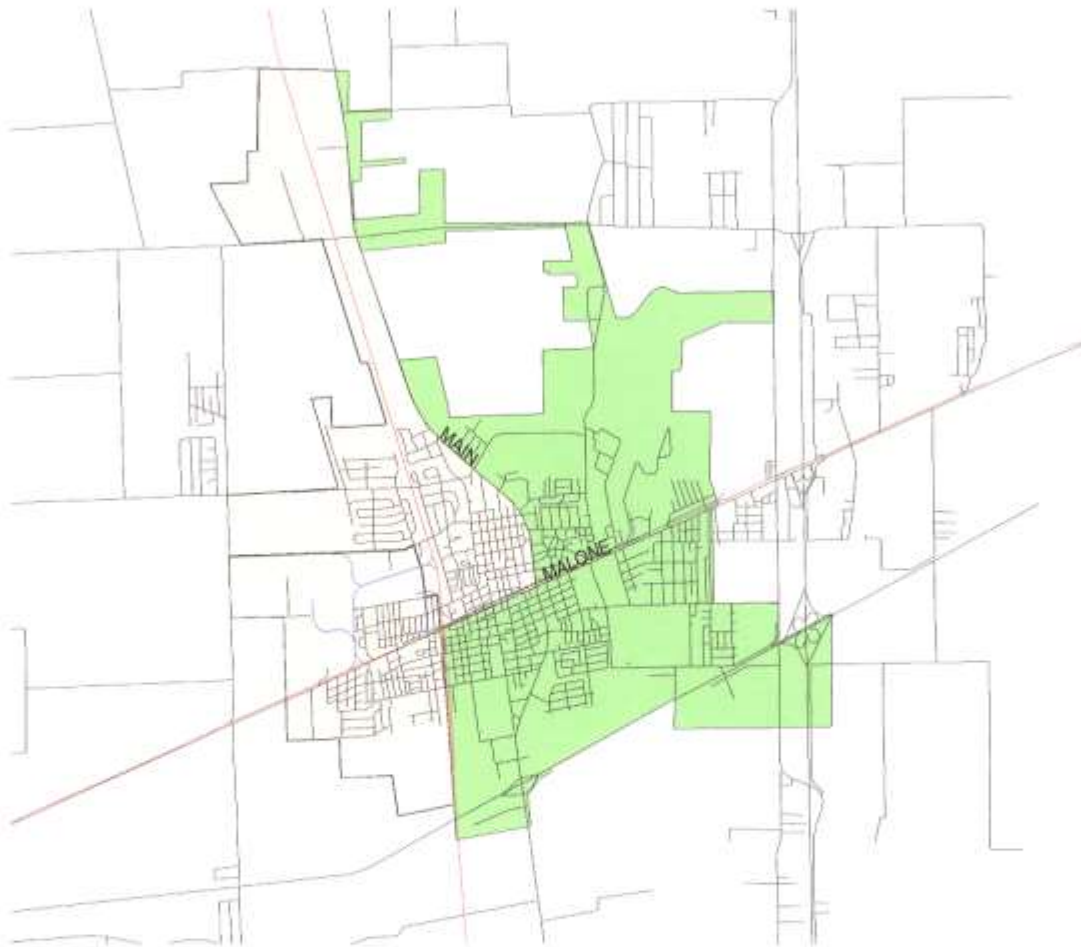
Monday & Thursday Collection

- Everything East of N. Main to Malone
Malone to BN RR then South to City Limits

Tuesday & Friday Collection


- Everything West of N. Main to Malone
Malone to BN RR then North to City Limits

Collection and Schedule



 Streets

 Tuesday and Friday

 Monday and Thursday

Railroad

 Missouri Pacific Railroad

 St Louis-San Francisco Railway



EXHIBIT 2

MUNICIPAL SERVICE

Listing & Location of Collection Facilities

To Be Furnished

<u>LOCATION</u>	<u>NUMBER OF CONTAINERS</u>	<u>CONTAINER SIZE</u>
Dudley Park	1	2 yard
Recreation Complex	5	2 yard
Roberta Rowe	1	2 yard
Clayton Park	1	2 yard
R.S. Matthews Park	1	2 yard
Central Park	1	2 yard
Clinton Building	1	2 yard
VFW Field	1	2 yard
Rotary Park	1	2 yard
Library*	2	40 gallon
Downtown Area*	8	40 gallon
Tanner Street Gym	1	2 yard
Public Safety	1	2 yard
City Municipal Building	1	2 yard
City Garage	1	4 yard
Animal Shelter	1	2 yard
Utility Warehouse	2	2 yard
Utility Office	1	2 yard
N. West St. Fire Station	1	2 yard
North Main Fire Station	1	2 yard
Ables Road Fire Station	1	2 yard
Airport Terminal	1	2 yard
Sewage Treatment Plant	1	2 yard
Power Plant	2	2 yard

* Cans furnished by owner

EXHIBIT 3

HOUSEHOLD WASTE CHARGE

CONTRACTOR'S HOUSEHOLD WASTE CHARGE

September 1, 2017 through August 31, 2018 - \$21.75 per month, per occupied dwelling unit.
September 1, 2018 through August 31, 2019 - \$22.08 per month, per occupied dwelling unit.
September 1, 2019 through August 31, 2020 - \$22.41 per month, per occupied dwelling unit.
September 1, 2020 through August 31, 2021 - \$22.75 per month, per occupied dwelling unit.
September 1, 2021 through August 31, 2022 - \$23.09 per month, per occupied dwelling unit.

CITY WASTE SERVICE CHARGE

The City shall cause each occupied dwelling unit to be charged the sum of \$1.41 per month.

AGREED UPON HOUSEHOLD WASTE CHARGE

September 1, 2017 through August 31, 2018 - \$23.16 per month, per occupied dwelling unit.
September 1, 2018 through August 31, 2019 - \$23.49 per month, per occupied dwelling unit.
September 1, 2019 through August 31, 2020 - \$23.82 per month, per occupied dwelling unit.
September 1, 2020 through August 31, 2021 - \$24.16 per month, per occupied dwelling unit.
September 1, 2021 through August 31, 2022 - \$24.50 per month, per occupied dwelling unit.

EXHIBIT 4

DAYS EXCUSED FROM SOLID WASTE SERVICE

1. New Years Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Council Letter

Date of Meeting: 17-07-17

Originating Department: Governmental Services

To the Mayor and City Council:

Subject: Establishment of Information Technology Division

Attachment(s):

1. FY18 Budget Reallocation within the General Fund

Action Options:

1. Authorize the reallocation of funds for transfer of personnel
2. Other action Council may deem appropriate

Background:

With the retirement of Linda Lowes, the decision was made to create an Information Technology (IT) Division within the Administrative Services Department. IT will now report to Administrative Services Director Carroll Couch. Secretary/Receptionist Theresa McNew is being transferred to the City Treasurer Division that is also in the Administrative Services Department.

In preparing the FY18 Budget, funds for the above staff were budgeted in the Governmental Services Department. Funds for Billy Smith's uniforms were budgeted in the incorrect division.

Staff is requesting that funds be reallocated within the General Revenue Fund to accommodate these changes. There is no increase in expenditures and there is no financial impact to the General Revenue Fund.

FY18 BUDGET REALLOCATION
GENERAL FUND

	Account Number	Increase	Decrease	
Transfer of employees from Governmental Services	1026550 5201	113,550.00		
	1026550 5213	8,630.00		
	1026550 5215	6,046.00		
	1026550 5216	402.00		
	1026550 5217	44,782.00		
	1026550 5218	502.00		
	1026550 5219	329.00		
	1022550 5201	35,582.00		
	1022550 5213	3,234.00		
	1022550 5215	2,070.00		
	1022550 5216	201.00		
	1022550 5217	15,052.00		
	1022550 5218	155.00		
	1022550 5219	103.00		
	1022556 5400	250.00		
	1014550 5201			149,132.00
	1014550 5213			11,864.00
	1014550 5215			8,116.00
	1014550 5216			603.00
	1014550 5217			59,834.00
	1014550 5218			657.00
	1014550 5219			432.00
	1014556 5400			750.00
	1026556 5355	8,000.00		
	1026556 5356	200,000.00		
	1010556 5355			8,000.00
	1010556 5356			200,000.00
	1026554 5333	3,900.00		
	1026556 5352	3,500.00		
	1026556 5355	3,000.00		
	1026556 5400	500.00		
	1026556 5450	6,800.00		
	1026556 5452	360.00		
1014554 5333			3,900.00	
1014556 5352			3,500.00	
1014556 5355			3,000.00	
1014556 5450			6,800.00	
1014556 5452			360.00	
Transfer of uniform exp/Bill Smith to Director Division	1042556 5400		450.00	
	1040556 5400	450.00		
		457,398.00	457,398.00	

Council Letter

Date of Meeting: 17-07-20

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: Award Bid 17-33, SAN Dell EMC Storage Array & Backup Device

Attachment(s):

1. Bid Tabulation

Action Options:

1. Award Bid to Broadtek
2. Other Action Council May Deem Necessary

Background:

The City currently uses a Dell VNXe 3100 to store all of its data as well as supply storage for our virtual servers and currently this is at 99% capacity. We would like to replace this storage system with a Dell EMC Unity 300 or better storage array which consists of 10 flash hard drives and has 3x the amount of capacity than we currently have. This would give us enough space to grow our Data/Video and server libraries.

On July 12, bids were opened for the purchase of a Dell EMC Unity Storage Array & Data Domain. We received six bids that met the specifications for the Unity 300, with three bids providing the newest version – Unity 350. After reviewing all bids, it was determined that Broadtek of Cape Girardeau offered the Unity 350 for the same price as the Unity 300. The total cost of the Unity 350, including software support and warranty, is \$49,956.72. This comes in below our budget of \$70,000.

Staff asks that Council award Bid #17-33 to Broadtek of Cape Girardeau in the amount of \$49,956.72.



City of Sikeston Bid Tabulation Sheet

Bid #: 17-33 Opening Date: July 12, 2017

Description: SAN Dell EMC Unity 300 & Backup Device

Item		Vendor 1	Vendor 2	Vendor 3	Vendor 4
		CDWG	Broadtek	Broadtek	Insight Public Sector, Inc.
1	Unity 300	\$31,701.17	(Unity 350) \$31,854.96	(Unity 300) \$31,854.96	\$27,981.70
2	Data Domain	\$8,470.00	\$5,926.97	\$5,926.97	\$6,582.51
3	Warranty	\$11,713.81	\$12,752.79	\$12,752.79	\$10,954.42
4	TOTAL	\$51,884.98	\$49,904.72	\$49,904.72	\$45,518.63
5	Additional Fees (Shipping)		\$52.00	\$52.00	
6	TOTAL		\$49,956.72	\$49,956.72	
7					
8					
9					
10					

Chairman: Ben Sexton Verifier: Sam Villagrana Recorder: Rhonda Council



City of Sikeston Bid Tabulation Sheet

Bid #: 17-33 Opening Date: July 12, 2017

Description: SAN Dell EMC Unity 300 & Backup Device

Item		Vendor 5	Vendor 6		
		Zones	Eastern Computer		
1	Unity 300	Unity 350 w/Domain \$49,060.44	Unity 350 \$34,796.96		
2	Data Domain		\$8,185.50		
3	Warranty	\$16,662.51	\$13,623.75		
4	TOTAL	\$65,722.95	\$56,606.21		
5	Additional Fees (Shipping)				
6	TOTAL				
7					
8					
9					
10					

Chairman: Ben Sexton

Verifier: Sam Villagrana

Recorder: Rhonda Council

Council Letter

Date of Meeting 17-07-20

Originating Department: Public Works

To the Mayor and City Council:

Subject: Award Bid 18-1 Backstop replacement at Recreation Complex

Attachments:

1. Bid Tabulation sheet for 18-1

Action Options:

1. Award Bid 18-1 to Bootheel Fence Company
2. Other action the City Council deems appropriate.

Background:

Staff opened bids from two vendors on Wednesday, July 12, 2017 for the replacement of two backstops in the Recreation Complex. This included Field #4 (U6 Boys) on the Little League field, and Field #7 (U8 Girls) on the softball field. The bid tabulation sheet is attached. The low bid was from Bootheel Fence Company from Jackson, Missouri for \$53,950.00. Budget estimate for the project was \$55,000.

Staff recommends awarding the bid to Bootheel Fence for \$53,950 to replace Field #4 and Field #7 backstops.

CITY OF SIKESTON BID TABULATION SHEET

**Bid # 18-1
July 12, 2017**

VENDOR	COST
ROBINSON FENCE COMPANY	\$58,225.00 FIELD 4: \$25,100.00 FIELD 7: #33,125.00
BOOTHEEL FENCE COMPANY	\$53,950.00 FIELD 4: \$20,950.00 FIELD 7: \$33,000.00

CHAIRMAN: Dustin Care **RECORDER**: Jackie Harris **VERIFIER**: Chris Hart

Council Letter

Date of Meeting: 17-07-20

Department: Department of Governmental Services

To the Mayor and City Council:

Subject: Council Representative - Appointment to Friends of the Sikeston Pet & Animal Shelter Advisory Board

Attachments:
None

Action Options:

1. Make Council liaison appointment; or
2. Other action as Council may deem appropriate.

Background:
With the adoption of Ordinance 6062, PAWS Advisory Board appointments were needed. Council made seven citizen appointments on June 26th and tabled Council's liaison appointment.
Staff asks that Council appoint a liaison to the PAWS Advisory Board.

Council Letter

Date of Meeting: July 20, 2017

Originating Department: City Manager

To the Mayor and City Council:

Subject: South Industrial Park Financing

Attachment(s):

1. None

Action Options:

1. Authorize staff to go out to bid for industrial park financing
2. Other Action Council May Deem Necessary

Background:

The City Council has previously authorized the purchase of 265 acres south of Sikeston for a new industrial park. At the seller's request the closing was broken up into two phases. We closed on the first 155 acres in May and we are closing on the remaining 110 acres in August. Carroll Couch will be presenting City Counselor Chuck Leible's recommendations regarding financing of the purchase at the July 20 Council meeting.

The timeline for completing purchase of the south industrial park property is as follows:

- July 20: Council authorization to go out to bid on financing.
- July 26: Request for bids published in newspaper.
- August 2: Bids due.
- August 7: Council award of bid.
- August 15: Close on land purchase.

Council Letter

Date of Meeting: 17-07-20

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

DPS Air Pack Demonstration (Self-Contained Breathing Apparatus)

Attachments:

None

Action Options:

None

Background:

Back in March of this year, Council authorized DPS to purchase Self-Contained Breathing Apparatus as part of a funding they received from FEMA Assistance to Firefighter Grant (Grant paid 95% and the City paid 5%).

James Whitley of Sikeston's DPS will present a demonstration of what equipment was purchased with these funds.