



City of Sikeston

TENTATIVE AGENDA


COMMUNITY OUTREACH MEETING
CITY HALL
105 E. CENTER ST.

Thursday, August 18, 2016
5:30 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. ITEMS OF BUSINESS
 - A. Briefing: MoDOT Statewide Transportation Improvement Program
 - B. Discussion: Solid Waste Contract
 - C. Discussion: Zoning Restrictions, Manufacture & Storage of Fertilizer
 - D. Other Items As May Be Determined During the Course of the Meeting
- V. ADJOURNMENT INTO EXECUTIVE SESSION

Litigation (RSMo 6.10.021(1))
- VI. ADJOURNMENT

Dated this 16th day of August 2016


Carroll Couch, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Linda Lowes at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.



Council Letter

Date of Meeting: 16-08-18

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing/ Discussion of Statewide Transportation Improvement Program

Attachment(s):

1. 2017-2021 Highway and Bridge Construction Schedule
2. MoDOT's Southeast District Maps

Action Options:

1. Discussion only
2. Other action Council may deem appropriate

Background:

The Missouri Department of Transportation (MoDOT) keeps an on-going 5 year plan of transportation projects known as the Statewide Transportation Improvement Program or STIP. Like our fiscal year, it is in effect beginning in July of each year.

Attached are excerpt pages from the current STIP listing out the projects planned for New Madrid and Scott Counties.



2017-2021 Highway and Bridge Construction Schedule

Transportation Planning

P.O. Box 270
Jefferson City, MO 65102

Construction contingency applied to construction cost in the year the project is awarded.

Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.

No inflation is applied to the Funding From Other Sources (FFOS) or Payments.

Engineering includes PE costs, CE costs and R/W incidentals.

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						Prior Prog.	7/2016-	7/2017-	7/2018-	7/2019-	7/2020-	
							6/2017	6/2018	6/2019	6/2020	6/2021	
County: Mississippi	Bridge improvements over Drainage Ditch No. 32. Project involves bridge N0454.					Engineering:	0	16	45	0	0	0
Route: RT D						R/W:	0	4	0	0	0	0
Job No.: 9S3223						Construction:	0	0	376	0	0	0
Length: 0.20	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System					Fed: 353 State: 88 Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0	Estimate Total: 441										
County: New Madrid	Intersection improvements at Rte. E and Rte. FF.					Engineering:	37	1	1	1	91	0
Route: US 60						R/W:	0	0	0	0	0	0
Job No.: 9P3046						Construction:	0	0	0	0	954	0
Length: 0.40	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Safety					Fed: 944 State: 104 Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Safety	Awd Date: 2020	Anticipated Fed Cat: Safety										
TIP #:	Future Cost: 0	Estimate Total: 1,085										
County: New Madrid	Pavement improvements on the eastbound lane from Rte. 61 to I-57.					Engineering:	0	17	105	0	0	0
Route: US 60						R/W:	0	0	0	0	0	0
Job No.: 9P3201						Construction:	0	0	1,281	0	0	0
Length: 2.70	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System					AC-State: 1,123 State: 280 Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2018	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0	Estimate Total: 1,403										
County: New Madrid	Pavement improvements and addition of two foot shoulders from Rte. 61 to Rte. 102.					Engineering:	0	23	205	0	0	0
Route: MO 80						R/W:	0	0	0	0	0	0
Job No.: 9S3253						Construction:	0	0	2,391	0	0	0
Length: 13.26	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System					AC-State: 2,095 State: 524 Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: Fall 17	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0	Estimate Total: 2,619										
County: New Madrid	Bridge improvements over North Cut Ditch. Project involves bridge P0413.					Engineering:	0	5	26	64	0	0
Route: RT AA						R/W:	0	0	4	0	0	0
Job No.: 9S3231						Construction:	0	0	0	608	0	0
Length: 0.20	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System					Fed: 565 State: 142 Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0	Estimate Total: 707										

* Subject to the approval of the Transportation Improvement Plan by the governing Metropolitan Planning Organization.

Jun-14-2016

Section 4 - 15

District Southeast

Dollars in Thousands



2017-2021 Highway and Bridge Construction Schedule

Transportation Planning

P.O. Box 270
Jefferson City, MO 65102

Construction contingency applied to construction cost in the year the project is awarded.
Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.
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Construction contingency applied to construction cost in the project is awarded. Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5. No inflation is applied to the Funding From Other Sources (FFOS) or Payments. Engineering includes PE costs, CE costs and R/W incidentals.						STATE FISCAL YEAR PROJECT BUDGETING						
						Prior Prog.	7/2016- 6/2017	7/2017- 6/2018	7/2018- 6/2019	7/2019- 6/2020	7/2020- 6/2021	
County: New Madrid	Bridge improvements over Drainage Ditch No. 258. Project involves bridge N0649.					Engineering:	65	11	69	0	0	0
Route: RT B						R/W:	0	4	0	0	0	0
Job No.: 9S3033						Construction:	0	0	736	0	0	0
Length: 0.20	MPO: N						FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 656 State: 164 Local: 0					Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0	Estimate Total: 885										
County: New Madrid	Pavement improvements from Rte. 153 to Rte. 412.					Engineering:	0	1	8	105	0	0
Route: RT B						R/W:	0	0	0	0	0	0
Job No.: 9S3273						Construction:	0	0	0	1,233	0	0
Length: 20.61	MPO: N						FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 1,077 State: 270 Local: 0					Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0	Estimate Total: 1,347										
County: New Madrid	Bridge improvements over Drainage Ditches No. 40 and No. 3. Project involves bridges L0223 and L0228.					Engineering:	0	20	27	71	0	0
Route: RT D						R/W:	0	0	8	0	0	0
Job No.: 9S3226						Construction:	0	0	0	717	0	0
Length: 0.40	MPO: N						FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 675 State: 168 Local: 0					Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2019	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0	Estimate Total: 843										
County: New Madrid	Pavement improvements from Rte. 25 to Rte. 62.					Engineering:	0	5	5	127	0	0
Route: RT D						R/W:	0	0	0	0	0	0
Job No.: 9S3250						Construction:	0	0	0	1,486	0	0
Length: 21.87	MPO: N						FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 1,299 State: 324 Local: 0					Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0	Estimate Total: 1,623										
County: New Madrid	Bridge improvements over Drainage Ditch No. 18. Project involves bridge F0270.					Engineering:	10	75	0	0	0	0
Route: RT F						R/W:	0	6	0	0	0	0
Job No.: 9S3147						Construction:	0	430	0	0	0	0
Length: 0.20	MPO: N						FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 409 State: 102 Local: 0					Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 16	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0	Estimate Total: 521										

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Jun-14-2016

Section 4 - 16

District Southeast

Dollars in Thousands



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Transportation Planning

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						Prior Prog.	6/2017	6/2018	6/2019	6/2020	6/2021
County: New Madrid	Bridge improvements over Saint Johns Diversion Ditch. Project involves bridge X0411.					Engineering:	31	27	76	0	0
Route: RT P						R/W:	0	3	0	0	0
Job No.: 9S3067						Construction:	0	0	685	0	0
Length: 0.07	MPO: N				Fed: 633 State: 158 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP									
TIP #:	Future Cost: 0	Estimate Total: 822									
County: New Madrid	Bridge improvements over Maple Slough Ditch. Project involves bridge X0413.					Engineering:	0	11	58	0	0
Route: RT P						R/W:	0	4	0	0	0
Job No.: 9S3230						Construction:	0	0	425	0	0
Length: 0.20	MPO: N				Fed: 398 State: 100 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP									
TIP #:	Future Cost: 0	Estimate Total: 498									
County: New Madrid	Pavement improvements from Rte. 61 to Rte. WW.					Engineering:	0	1	1	71	0
Route: RT P						R/W:	0	0	0	0	0
Job No.: 9S3258						Construction:	0	0	0	794	0
Length: 14.16	MPO: N				AC-State: 694 State: 173 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.									
TIP #:	Future Cost: 0	Estimate Total: 867									
County: New Madrid	Bridge improvements over Dry Run Ditch. Project involves bridge N0771.					Engineering:	38	46	0	0	0
Route: RT U						R/W:	2	0	0	0	0
Job No.: 9S3034						Construction:	0	477	0	0	0
Length: 0.20	MPO: N				AC-State: 418 State: 105 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 16	Anticipated Fed Cat: S.T.P.									
TIP #:	Future Cost: 0	Estimate Total: 563									
County: New Madrid	Pavement improvements from Rte. D to Rte. 61.					Engineering:	0	1	1	36	0
Route: RT U						R/W:	0	0	0	0	0
Job No.: 9S3255						Construction:	0	0	0	401	0
Length: 4.42	MPO: N				Fed: 352 State: 87 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.									
TIP #:	Future Cost: 0	Estimate Total: 439									

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Jun-14-2016

Section 4 - 17

District Southeast

Dollars in Thousands



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No inflation is applied to the Funding From Other Sources (FFOS) or Payments.

Engineering includes PE costs, CE costs and R/W incidentals.

County: New Madrid	Pavement improvements from County Road 723 to end of pavement.					Engineering:	0	1	1	24	0	0
Route: RT U						R/W:	0	0	0	0	0	0
Job No.: 9S3256						Construction:	0	0	0	284	0	0
Length: 3.44	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System			Fed: 248	State: 62	Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0		Estimate Total: 310									
County: New Madrid	Bridge improvements over Ash Slough Ditch. Project involves bridge A0159.					Engineering:	45	11	38	0	0	0
Route: RT W						R/W:	0	4	0	0	0	0
Job No.: 9S3060						Construction:	0	0	497	0	0	0
Length: 0.20	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System			Fed: 440	State: 110	Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0		Estimate Total: 595									
County: New Madrid	Bridge improvements over Wilson Bayou. Project involves A2141.					Engineering:	10	82	0	0	0	0
Route: RT WW						R/W:	0	0	0	0	0	0
Job No.: 9S3146						Construction:	0	485	0	0	0	0
Length: 0.20	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System			Fed: 453	State: 114	Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 16	Anticipated Fed Cat: NHPP										
TIP #:	Future Cost: 0		Estimate Total: 577									
County: New Madrid	Pavement improvements from Rte. T to end of state maintenance.					Engineering:	0	1	1	20	0	0
Route: RT YY						R/W:	0	0	0	0	0	0
Job No.: 9S3259						Construction:	0	0	0	232	0	0
Length: 4.06	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System			Fed: 204	State: 50	Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0		Estimate Total: 254									
County: Oregon	Pavement improvements and addition of two foot shoulders from Rte. EE to 0.2 miles west of Rte. 160.					Engineering:	0	50	50	505	0	0
Route: MO 142						R/W:	0	0	0	0	0	0
Job No.: 9P3252						Construction:	0	0	0	6,514	0	0
Length: 34.78	MPO: N					FFOS:	0	0	0	0	0	0
Fund Cat: Taking Care Of System			Fed: 5,695	State: 1,424	Local: 0	Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.										
TIP #:	Future Cost: 0		Estimate Total: 7,119									

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Jun-14-2016

Section 4 - 18

District Southeast

Dollars in Thousands



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County: Reynolds		Pavement improvements and addition of shoulders from Rte. K near Ellington to Rte. 49 west of Lesterville. \$1,668,000 Open Container funds.				Engineering:	10	419	0	0	0	0
Route:	MO 21					R/W:	0	0	0	0	0	0
Job No.:	9P3162					Construction:	0	4,353	0	0	0	0
Length:	20.15	MPO: N				FFOS:	0	1,668	0	0	0	0
Fund Cat:	Taking Care Of System		Fed:	3,817	State:	955	Local:	0				
Sec Cat:	Thin Lift Overlay	Awd Date:	Fall 16	Anticipated Fed Cat:	S.T.P.		Payments:	0	0	0	0	0
TIP #:			Future Cost:	0	Estimate Total:	4,782						
County:	Reynolds	Pavement improvements from County Road 818 to Rte. 21/72.				Engineering:	0	8	85	0	0	0
Route:	MO 49					R/W:	0	0	0	0	0	0
Job No.:	9P3188					Construction:	0	0	974	0	0	0
Length:	11.10	MPO: N				FFOS:	0	0	0	0	0	0
Fund Cat:	Taking Care Of System		AC-State:	853	State:	214	Local:	0				
Sec Cat:	Thin Lift Overlay	Awd Date:	2018	Anticipated Fed Cat:	S.T.P.		Payments:	0	0	0	0	0
TIP #:			Future Cost:	0	Estimate Total:	1,067						
County:	Ripley	Pavement improvements from Rte. E to Rte. HH. \$1,334,000 District Operating Budget.				Engineering:	0	102	0	0	0	0
Route:	MO 142					R/W:	0	0	0	0	0	0
Job No.:	9S3171					Construction:	0	1,334	0	0	0	0
Length:	22.24	MPO: N				FFOS:	0	1,334	0	0	0	0
Fund Cat:	Taking Care Of System		Fed:	1,149	State:	287	Local:	0				
Sec Cat:	Thin Lift Overlay	Awd Date:	Fall 16	Anticipated Fed Cat:	S.T.P.		Payments:	0	0	0	0	0
TIP #:			Future Cost:	0	Estimate Total:	1,436						
County:	Ripley	Bridge improvements over Little Black River. Project involves bridge L0378.				Engineering:	0	10	10	21	85	0
Route:	MO 142					R/W:	0	0	0	4	0	0
Job No.:	9S3209					Construction:	0	0	0	0	812	0
Length:	0.20	MPO: N				FFOS:	0	0	0	0	0	0
Fund Cat:	Taking Care Of System		Fed:	754	State:	188	Local:	0				
Sec Cat:	Rehab And Reconst	Awd Date:	2020	Anticipated Fed Cat:	NHPP		Payments:	0	0	0	0	0
TIP #:			Future Cost:	0	Estimate Total:	942						
County:	Scott	Build new interchange and connector roads south of Scott City.				Engineering:	1,086	1,019	0	0	0	0
Route:	IS 55					R/W:	300	2,396	0	0	0	0
Job No.:	0I0956					Construction:	0	11,764	0	0	0	0
Length:	3.23	MPO: N				FFOS:	0	0	0	0	0	0
Fund Cat:	Flexible & Other		AC-State:	13,661	State:	1,518	Local:	0				
Sec Cat:	Regional	Awd Date:	Winter 17	Anticipated Fed Cat:	NHPP	Federal Oversight	Payments:	0	0	0	0	0
TIP #:			Future Cost:	0	Estimate Total:	16,565						

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Jun-14-2016

Section 4 - 24

District Southeast

Dollars in Thousands



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Engineering includes PE costs, CE costs and R/W incidentals.

					STATE FISCAL YEAR PROJECT BUDGETING					
					Prior Prog.	7/2016- 6/2017	7/2017- 6/2018	7/2018- 6/2019	7/2019- 6/2020	7/2020- 6/2021
County: Scott	Job Order Contracting for concrete pavement repair from Rte. 60 in Scott County to the Arkansas State line and all of I-155.				Engineering:	0	14	0	0	0
Route: IS 55					R/W:	0	0	0	0	0
Job No.: 0I3003U					Construction:	0	125	0	0	0
Length: 76.99	MPO: N			AC-State: 124 State: 15 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Statewide Interstate And Major Bridge			Awd Date: Spring 17	Anticipated Fed Cat: NHPP	Payments:	0	0	0	0	0
Sec Cat: Preventive Maint			Future Cost: 0	Estimate Total: 139						
TIP #:					Engineering:	0	14	0	0	0
County: Scott	Job Order Contracting for asphalt pavement repair from Rte. 60 in Scott County to the Arkansas State line and all of I-155.				R/W:	0	0	0	0	0
Route: IS 55					Construction:	0	125	0	0	0
Job No.: 0I3003V					FFOS:	0	0	0	0	0
Length: 76.99	MPO: N			AC-State: 124 State: 15 Local: 0	Payments:	0	0	0	0	0
Fund Cat: Statewide Interstate And Major Bridge			Awd Date: Spring 17	Anticipated Fed Cat: NHPP						
Sec Cat: Preventive Maint			Future Cost: 0	Estimate Total: 139						
TIP #:					Engineering:	125	1,000	0	0	0
County: Scott	Pavement improvements from I-57 to north of Rte. 61/62 near Ristin, from 3 miles south of 162 near Portageville to 0.8 mile south of I-155 near Hayti, and from 2.6 miles south of Rte. E near Holland to Arkansas State line.				R/W:	0	0	0	0	0
Route: IS 55					Construction:	0	12,757	0	0	0
Job No.: 9I3111					FFOS:	0	0	0	0	0
Length: 31.27	MPO: N			AC-State: 12,380 State: 1,377 Local: 0	Payments:	0	0	0	0	0
Fund Cat: Statewide Interstate And Major Bridge			Awd Date: Winter 17	Anticipated Fed Cat: NHPP						
Sec Cat: Rehab And Reconst			Future Cost: 0	Estimate Total: 13,882						
TIP #:					Engineering:	10	163	0	0	0
County: Scott	Bridge improvements on southbound I-55 at I-57 interchange. Project involves bridge A0939.				R/W:	0	0	0	0	0
Route: IS 55					Construction:	0	1,100	0	0	0
Job No.: 9I3127					FFOS:	0	0	0	0	0
Length: 0.11	MPO: N			Fed: 1,010 State: 253 Local: 0	Payments:	0	0	0	0	0
Fund Cat: Statewide Interstate And Major Bridge			Awd Date: Spring 17	Anticipated Fed Cat: NHPP						
Sec Cat: Rehab And Reconst			Future Cost: 0	Estimate Total: 1,273						
TIP #:					Engineering:	60	51	154	0	0
County: Scott	Bridge improvements over the Union Pacific railroad and Rte. M. Project involves bridge J0356.				R/W:	0	2	0	0	0
Route: US 61					Construction:	0	0	1,554	0	0
Job No.: 9S3063					FFOS:	0	0	0	0	0
Length: 0.20	MPO: N			Fed: 1,409 State: 352 Local: 0	Payments:	0	0	0	0	0
Fund Cat: Taking Care Of System			Awd Date: 2018	Anticipated Fed Cat: NHPP						
Sec Cat: Rehab And Reconst			Future Cost: 0	Estimate Total: 1,821						
TIP #:										

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Jun-14-2016

Section 4 - 25

District Southeast

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P.O. Box 270
Jefferson City, MO 65102

Construction contingency applied to construction cost in the year the project is awarded.

Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.

No inflation is applied to the Funding From Other Sources (FFOS) or Payments.

Engineering includes PE costs, CE costs and R/W incidentals.

Construction contingency applied to construction cost in the year the project is awarded. Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5. No inflation is applied to the Funding From Other Sources (FFOS) or Payments. Engineering includes PE costs, CE costs and R/W incidentals.							STATE FISCAL YEAR PROJECT BUDGETING						
							Prior Prog.	7/2016-	7/2017-	7/2018-	7/2019-	7/2020-	
								6/2017	6/2018	6/2019	6/2020	6/2021	
County: Scott	Pavement improvements from 0.6 mile north of Rte. Y to Rte. 60.						Engineering:	0	15	15	170	0	0
Route: US 61							R/W:	0	0	0	0	0	0
Job No.: 9S3282							Construction:	0	0	0	2,146	0	0
Length: 3.19	MPO: N							FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 1,877 State: 469 Local: 0						Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.											
TIP #:	Future Cost: 0 Estimate Total: 2,346												
County: Scott	Pavement improvements from Rte. 61 to Rte. H/AA.						Engineering:	0	2	2	49	0	0
Route: US 62							R/W:	0	0	0	0	0	0
Job No.: 9S3271							Construction:	0	0	0	577	0	0
Length: 2.52	MPO: N							FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 506 State: 124 Local: 0						Payments:	0	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.											
TIP #:	Future Cost: 0 Estimate Total: 630												
County: Scott	Bridge improvements over North Cut Ditch. Project involves bridge G0438.						Engineering:	0	10	26	114	0	0
Route: MO 77							R/W:	0	0	4	0	0	0
Job No.: 9S3281							Construction:	0	0	0	948	0	0
Length: 0.12	MPO: N							FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 881 State: 221 Local: 0						Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2019	Anticipated Fed Cat: NHPP											
TIP #:	Future Cost: 0 Estimate Total: 1,102												
County: Scott	Bridge improvements over Drainage Ditch No. 291. Project involves bridge S0665.						Engineering:	0	5	5	7	43	0
Route: MO 91							R/W:	0	0	0	8	0	0
Job No.: 9S3278							Construction:	0	0	0	0	379	0
Length: 0.11	MPO: N							FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 357 State: 90 Local: 0						Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2020	Anticipated Fed Cat: NHPP											
TIP #:	Future Cost: 0 Estimate Total: 447												
County: Scott	Bridge improvements over Drainage Ditch No. 35. Project involves bridge S0744.						Engineering:	0	5	5	7	41	0
Route: MO 91							R/W:	0	0	0	8	0	0
Job No.: 9S3279							Construction:	0	0	0	0	363	0
Length: 0.12	MPO: N							FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System	Fed: 342 State: 87 Local: 0						Payments:	0	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2020	Anticipated Fed Cat: NHPP											
TIP #:	Future Cost: 0 Estimate Total: 429												

* Subject to the approval of the Transportation Improvement Plan by the governing Metropolitan Planning Organization.

Jun-14-2016

Section 4 - 26

District Southeast

Dollars in Thousands



2017-2021 Highway and Bridge Construction Schedule

Transportation Planning

P.O. Box 270
Jefferson City, MO 65102

Construction contingency applied to construction cost in the year the project is awarded.

Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.

No inflation is applied to the Funding From Other Sources (FFOS) or Payments.

Engineering includes PE costs, CE costs and R/W incidentals.

						STATE FISCAL YEAR PROJECT BUDGETING								
							Prior Prog.	7/2017-6/2018	7/2018-6/2019	7/2019-6/2020	7/2020-6/2021			
County: Scott	Bridge improvements over Caney Creek. Project involves bridge T0341.					Engineering:	10	67	0	0	0			
Route: RT A						R/W:	0	5	0	0	0			
Job No.: 9S3150						Construction:	0	392	0	0	0			
Length: 0.20	MPO: N				Fed: 372 State: 92 Local: 0	FFOS:	0	0	0	0	0			
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0			
Sec Cat: Rehab And Reconst	Awd Date: Winter 17	Anticipated Fed Cat: NHPP												
TIP #:	Future Cost: 0	Estimate Total: 474												
County: Scott	Pavement improvements from Rte. 62 to Rte 80.					Engineering:	0	1	1	50	0			
Route: RT AA						R/W:	0	0	0	0	0			
Job No.: 9S3267						Construction:	0	0	0	556	0			
Length: 9.88	MPO: N				Fed: 487 State: 121 Local: 0	FFOS:	0	0	0	0	0			
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0			
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.												
TIP #:	Future Cost: 0	Estimate Total: 608												
County: Scott	Pavement improvements from Rte. 77 to Rte. U.					Engineering:	0	1	1	31	0			
Route: RT H						R/W:	0	0	0	0	0			
Job No.: 9S3240						Construction:	0	0	0	358	0			
Length: 5.80	MPO: N				Fed: 312 State: 79 Local: 0	FFOS:	0	0	0	0	0			
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0			
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.												
TIP #:	Future Cost: 0	Estimate Total: 391												
County: Scott	Pavement improvements from east of Rte. 61 to west of Rte. H near Sikeston.					Engineering:	10	67	0	0	0			
Route: RT HH						R/W:	0	0	0	0	0			
Job No.: 9S3159						Construction:	0	781	0	0	0			
Length: 3.90	MPO: N				AC-State: 678 State: 170 Local: 0	FFOS:	0	0	0	0	0			
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0			
Sec Cat: Thin Lift Overlay	Awd Date: Winter 17	Anticipated Fed Cat: S.T.P.												
TIP #:	Future Cost: 0	Estimate Total: 858												
County: Scott	Bridge improvements over Drainage Ditch. Project involves bridge N0256.					Engineering:	0	16	48	0	0			
Route: RT O						R/W:	0	4	0	0	0			
Job No.: 9S3277						Construction:	0	0	389	0	0			
Length: 0.11	MPO: N				Fed: 366 State: 91 Local: 0	FFOS:	0	0	0	0	0			
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0			
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: S.T.P.												
TIP #:	Future Cost: 0	Estimate Total: 457												

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Jun-14-2016

Section 4 - 27

District Southeast

Dollars in Thousands



2017-2021 Highway and Bridge Construction Schedule

Transportation Planning

P.O. Box 270
Jefferson City, MO 65102

Construction contingency applied to construction cost in the year the project is awarded.
Three percent project growth factor compounded annually is applied to right-of-way and construction costs in program years 2, 3, 4, and 5.
No inflation is applied to the Funding From Other Sources (FFOS) or Payments.
Engineering includes PE costs, CE costs and R/W incidentals.

						Prior Prog.	7/2017	6/2018	6/2019	6/2020	6/2021
County: Scott	Bridge improvements over St. John's Drainage Ditch. Project involves bridge N0716.					Engineering:	0	20	56	0	0
Route: RT U						R/W:	0	0	0	0	0
Job No.: 9S3276						Construction:	0	0	472	0	0
Length: 0.12	MPO: N				Fed: 439 State: 109 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Fall 17	Anticipated Fed Cat: NHPP									
TIP #:	Future Cost: 0	Estimate Total: 548									
County: Scott	Bridge improvements over Drainage Ditch No. 289. Project involves bridge P0098.					Engineering:	0	2	10	29	0
Route: RT W						R/W:	0	0	8	0	0
Job No.: 9S3280						Construction:	0	0	0	251	0
Length: 0.11	MPO: N				Fed: 240 State: 60 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: 2019	Anticipated Fed Cat: NHPP									
TIP #:	Future Cost: 0	Estimate Total: 300									
County: Shannon	Bridge improvements over Sinking Creek 3 miles south of Rte. EE. Project involves bridge H0079.					Engineering:	344	386	0	0	0
Route: MO 19						R/W:	0	14	0	0	0
Job No.: 9P0438						Construction:	0	2,867	0	0	0
Length: 1.00	MPO: N				Fed: 2,614 State: 653 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Rehab And Reconst	Awd Date: Winter 17	Anticipated Fed Cat: NHPP									
TIP #:	Future Cost: 0	Estimate Total: 3,611									
County: Shannon	Pavement improvements on eastbound lane from Rte. 19 to Winona.					Engineering:	0	5	5	64	0
Route: US 60						R/W:	0	0	0	0	0
Job No.: 9P3197						Construction:	0	0	0	788	0
Length: 2.62	MPO: N				AC-State: 689 State: 173 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.									
TIP #:	Future Cost: 0	Estimate Total: 862									
County: Shannon	Pavement improvements on eastbound lane from County Road 583 to Rte. P.					Engineering:	0	10	10	121	0
Route: US 60						R/W:	0	0	0	0	0
Job No.: 9P3198						Construction:	0	0	0	1,508	0
Length: 5.04	MPO: N				AC-State: 1,318 State: 331 Local: 0	FFOS:	0	0	0	0	0
Fund Cat: Taking Care Of System						Payments:	0	0	0	0	0
Sec Cat: Thin Lift Overlay	Awd Date: 2019	Anticipated Fed Cat: S.T.P.									
TIP #:	Future Cost: 0	Estimate Total: 1,649									

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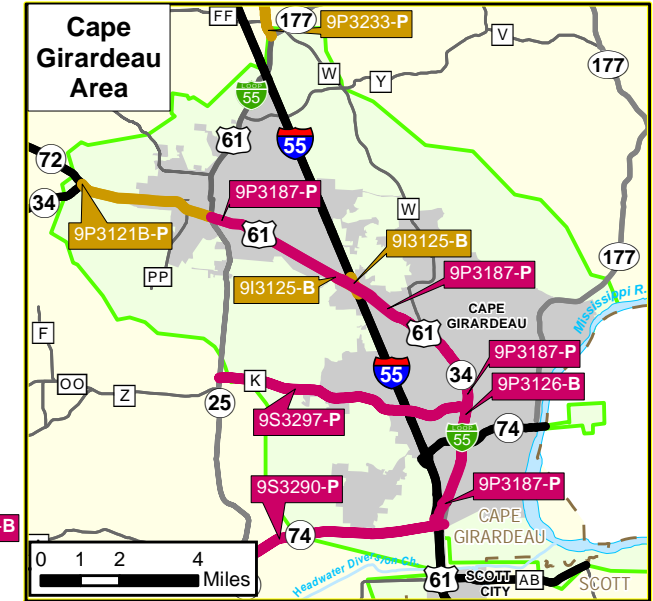
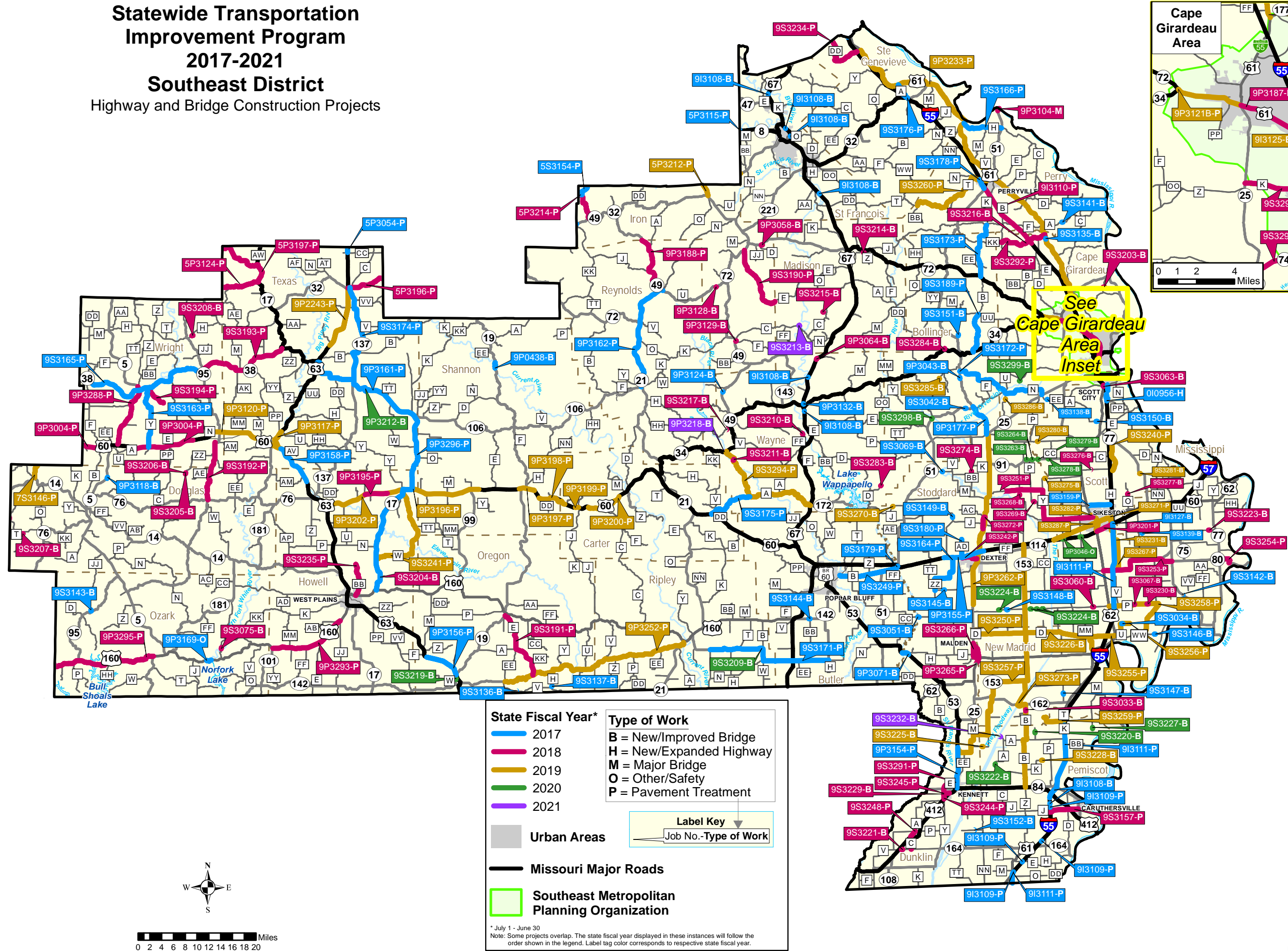
Jun-14-2016

Section 4 - 28

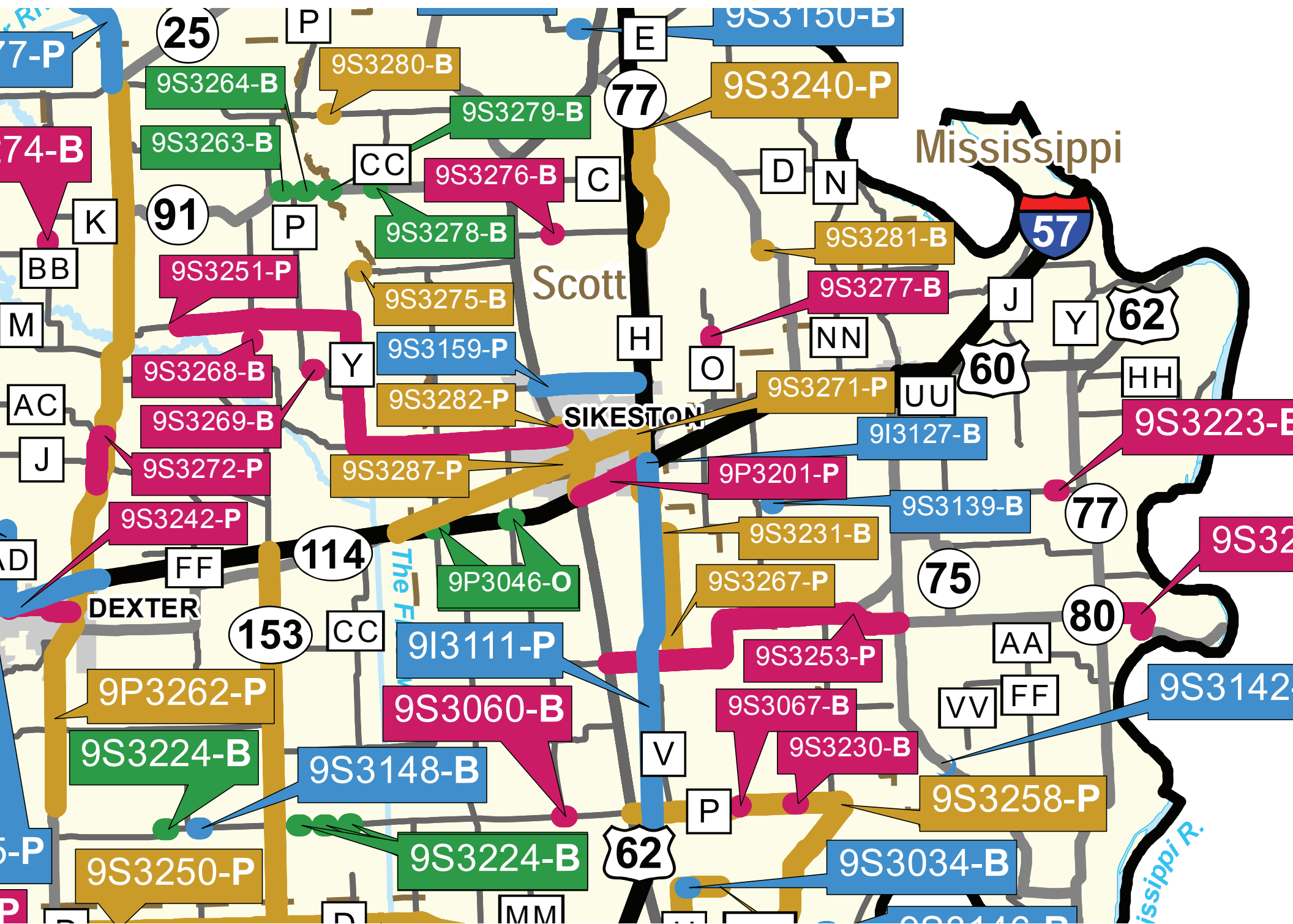
District Southeast

Dollars in Thousands

Statewide Transportation
Improvement Program
2017-2021
Southeast District
Highway and Bridge Construction Projects



Missouri Department of Transportation
1-888-ASK-MODOT
WWW.MODOT.ORG
July 7, 2016



Council Letter

Date of Meeting: 16-08-18

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing/ Discussion of Solid Waste Contract

Attachment(s):

1. Solid Waste Contract (Current)

Action Options:

1. Discussion only
2. Other action Council may deem appropriate

Background:

The current solid waste contract was a three (3) year contract beginning January 1, 2013 and it expires on December 31, 2016. A new contract needs to be bid out for services beginning January 1, 2017.

If we are considering any additional services, such as recycling, these discussions need to take place soon. We anticipate having discussions on this contract in August/September, advertising for bids in October and finalizing contracts in November/December.

At this time, we anticipate the term of the next contract also being a 3 year period.

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this 1st day of January, 2013, 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;

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. "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;
- EE. "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;
- FF. "Waste Tire", a tire that is no longer suitable for its original intended purpose because of wear, damage or defect;
- GG. "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 January 1, 2013 at 12:01 A.M. and expire December 31, 2016 at 12:00 P.M.

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.

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, 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. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. The collection of any waste containing fire or embers shall not be required nor authorized under the provisions of this contract.

10. 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.
11. Construction and demolition wastes shall not be covered by the provisions of this agreement.
12. 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.
13. CONTRACTOR shall establish and maintain within the City, at a location consented to by the City Manager, a collection facility to which city residents may bring separated, recyclable solid waste, of kinds and in the form and description as follows:
 - a. Newspapers flattened, dry and with no strings.
 - b. Used oil under five (5) gallons.
 - c. Aluminum cans.
 - d. Plastic bottles empty, rinsed and with all caps and lids removed.
 - e. Glass bottles empty, rinsed and with all caps and lids removed.

Said recycling station shall be "open" for receipt of described waste no less than eight (8) hours per week.

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

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.

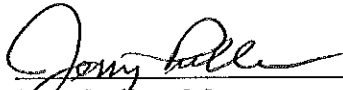
- D. This contract shall not be assignable or transferable by CONTRACTOR, nor shall any services be performed by a subcontractor for CONTRACTOR without the consent in writing of the CITY. In the event that the ownership of more than 25% of the corporate voting stock of the CONTRACTOR, if a corporation, 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 "tipping 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

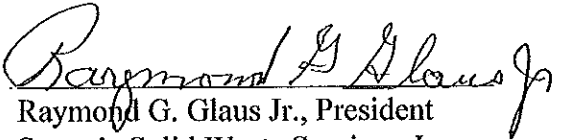
Contractor:
Sonny's Solid Waste Services, Inc.
P.O. Box 791
Sikeston, MO 63801
(573) 471-2869

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

CITY:

By: 
Jerry Pullen, Mayor

CONTRACTOR:


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

ATTEST:

By: 
Carroll Couch, City Clerk

Patricia A. Smith



PATRICIA A. SMITH
My Commission Expires
May 27, 2013
Mississippi County
Commission #09800151

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

\$17.00 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

The Subtotal per occupied dwelling unit will be \$18.41 per month.

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

EXHIBIT 5

SONNY'S SOLID WASTE SERVICE, INC.

FUEL SURCHARGE CHART - Base User Fee = \$17.00

Fuel Surcharge Added After \$3.50 Diesel Fuel Cost with Tax

SCHEDULE A

EIA* Midwest Fuel Cost		Fuel Surcharge	Residential User Fee
From	To		
Less than \$3.50			17.00
3.500	3.599	0.04	17.04
3.600	3.699	0.11	17.11
3.700	3.799	0.18	17.18
3.800	3.899	0.25	17.25
3.900	3.999	0.32	17.32
4.000	4.099	0.39	17.39
4.100	4.199	0.46	17.46
4.200	4.299	0.53	17.53
4.300	4.399	0.60	17.60
4.400	4.499	0.67	17.67
4.500	4.599	0.75	17.75
4.600	4.699	0.82	17.82
4.700	4.799	0.89	17.89
4.800	4.899	0.96	17.96
4.900	4.999	1.03	18.03
5.000	5.099	1.10	18.10
5.100	5.199	1.17	18.17
5.200	5.299	1.24	18.24
5.300	5.399	1.31	18.31
5.400	5.499	1.38	18.38
5.500	5.599	1.45	18.45
5.600	5.699	1.53	18.53
5.700	5.799	1.60	18.60
5.800	5.899	1.67	18.67
5.900	5.999	1.74	18.74
6.000	6.099	1.81	18.81
6.100	6.199	1.88	18.88
6.200	6.299	1.95	18.95
6.300	6.399	2.02	19.02
6.400	6.499	2.09	19.09
6.500	6.599	2.16	19.16
6.600	6.699	2.24	19.24
6.700	6.799	2.31	19.31
6.800	6.899	2.38	19.38
6.900	6.999	2.45	19.45
7.000	7.099	2.52	19.52
7.100	7.199	2.59	19.59
7.200	7.299	2.66	19.66
7.300	7.399	2.73	19.73
7.400	7.499	2.80	19.80
7.500	7.599	2.87	19.87
7.600	7.699	2.95	19.95
7.700	7.799	3.02	20.02
7.800	7.899	3.09	20.09
7.900	7.999	3.16	20.16
8.000	8.099	3.23	20.23
8.100	8.199	3.30	20.30
8.200	8.299	3.37	20.37
8.300	8.399	3.44	20.44
8.400	8.499	3.51	20.51
8.500	8.599	3.58	20.58
8.600	8.699	3.66	20.66
8.700	8.799	3.73	20.73
8.800	8.899	3.80	20.80
8.900	8.999	3.87	20.87

* Energy Information Administration,
Official Energy Statistics from the U S Government.
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Council Letter

Date of Meeting: August 18, 2016

Originating Department: City Manager

To the Mayor and City Council:

Subject: Fertilizer Regulations

Attachment(s):

1. None

Action Options:

1. Briefing Only
2. Other Action Council May Deem Necessary

Background:

Current zoning regulations allow fertilizer manufacture under some circumstances (see Sections 405.1130 and 405.700 of the City Code):

- Non-organic fertilizer manufacture is permitted in both Light Industrial (IL) and Heavy Industrial (IH) zoning.
- Organic fertilizer manufacture is not permitted in Light Industrial. It is permitted as a Conditional Use by Special Permit in Heavy Industrial. Such use requires approval from the Board of Adjustments.
- Agricultural/Open Space (AG) zoning districts allow "Storage facilities for farm use only to include provisions for grain fertilizer and other farm products, but not the milling, manufacture or processing of these products, such activities being more appropriately associated with commercial or industrial uses."

Applications for special permits require a public hearing before the Board of Adjustments after written notice is sent to all properties within 185 feet of the subject property. These are the same notice requirements for rezonings.

The City Code does not define organic vs non-organic fertilizer, but organic fertilizers are typically defined as being made from materials derived from living things, such as animal manures, compost, bonemeal and blood meal. Non-organic (or inorganic) fertilizers are typically synthetic and

chemical materials high in nitrogen content, such as ammonium nitrate, potassium nitrate, calcium nitrate and urea.

If the City Council would like to direct staff to amend the regulations regarding fertilizer, some questions to consider could include the following:

- Existing regulations pertain to the manufacture of fertilizer, and don't explicitly address storage. Should storage be addressed, and should concessions be made for storage of reasonable amounts of fertilizer, such as for retail sale of bagged or bulk product?
- Should manufacture of organic fertilizer be allowed at all in Heavy Industrial (IH), even as a conditional use? Is this an appropriate land use in any location within city limits?
- Should the manufacture of non-organic fertilizer be changed from a permitted use to a conditional use in Light Industrial (IL) and/or Heavy Industrial (IH)?

Staff requests direction from Council whether new restrictions on storage/manufacture of fertilizers should be drafted for formal consideration.