

BILL NO. 10

ORDINANCE NO. 24-10

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND WASTE MANAGEMENT OF IL, INC. RELATIVE TO SOLID WASTE DISPOSAL; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the residents are in need of sanitation services.

WHEREAS, the City prepared and advertised specifications for sealed proposals for solid waste disposal and the bid submitted by Waste Management of IL, Inc. was found to be the lowest and best bid that satisfied the required specifications.

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed the agreement marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Waste Management of IL, Inc. for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said agreement.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement in substantially the form as Exhibit A for and on behalf of the City of Fredericktown, Missouri and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Board of Aldermen and after its approval and execution by the Mayor.

THIS ORDINANCE having been read by title only this 25th day of March, 2024, the Board of Aldermen voted as follows:

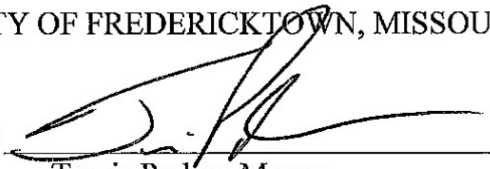
Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>absent</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 25th day of March, 2024, the Board of Aldermen voted as follows:

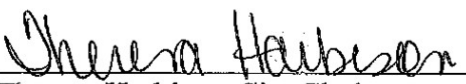
Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>absent</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 25th day of March, 2024, by 4 ayes, 0 nays, 0 abstentions and 2 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: 
Travis Parker, Mayor

ATTEST:


Theresa Harbison, City Clerk

ADVERTISEMENT FOR BID

Sealed proposals for disposal of approximately 40 tons per day of solid waste from the City of Fredericktown Solid Waste Transfer Station in an Environmental Protection Agency approved disposal facility will be received by the City Clerk of Fredericktown, 124 W. Main St., Fredericktown, Missouri until 10 o'clock a.m. (local time) on the 21st. day of February, 2024 and then at said place publicly opened and read aloud. This advertisement is for disposal only and does not including hauling or hauling equipment. The solid waste will be delivered to the disposal site by the City.

Copies of the Bid Form, and other Contract Documents may be examined at the City Clerk's office at 124 W. Main St., Fredericktown, Missouri. Copies may be obtained at the office.

The City of Fredericktown reserves the right to waive any informalities or irregularities or to reject any or all bids and to accept the one that in the judgment of the Board is the lowest responsive, responsible bidder. Travel distance from the City of Fredericktown Transfer Station will be considered in determining the best bid.

For any questions regarding this bid, please call Mr. Tim Baer at Baer Engineering, LLC, 313 N. Jackson Street, Perryville, MO 63775, phone (573) 547-2310.

Date: January 29, 2024

Travis Parker, Mayor
City of Fredericktown

BID FORM

Project Identification: CITY OF FREDERICKTOWN
MUNICIPAL SOLID WASTE DISPOSAL

This Bid is Submitted To: CITY CLERK
124 W. MAIN ST.
FREDERICKTOWN, MO 63645

1. The undersigned Company proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Fredericktown to complete all Work as specified for the Bid Price. A copy of the proposed agreement is attached hereto.
2. Company agrees that the price will be good for three years as shown in the bid schedule after which the price will be re-negotiated or new bids will be requested.
3. Company will provide sufficient manpower, equipment and facility to dispose of approximately 40 tons per day of municipal solid waste from the City of Fredericktown Solid Waste Transfer Station. The exact daily quantity of waste will vary. The Company will be paid the bid price per ton for waste actually delivered based on certified weight tickets obtained by the Company. Containers will be approximately 130 cubic yard capacity. Containers will be delivered by City of Fredericktown to the disposal facility and disposed of by the Company. The facility must be available for disposal Monday thru and including Saturday. Disposal will be in Environmental Protection Agency approved landfills or other Environmental Protection Agency approved disposal procedures will be used.
4. Company agrees to accept and dispose of the City of Fredericktown Solid Waste for the unit price per ton of:

For approximately 40 tons per day contract \$ 23.00 * per ton
Figures

The disposal site or landfill is located at 10400 Hillstown Road, Marissa, IL 62257
Address
which is 74 miles from the City of Fredericktown Transfer Station.

Company Name : Waste Management of Il, Inc - Cottonwood Hills Landfill

Address : 10400 Hillstown Road, Marissa, IL 62257

Phone # : 314-568-2451 Fax #: n/a

Name & Title Jackie Rosko-Senior Industrial Account Executive Date: 2/13/2024

Signature : Jackie Rosko

*NOT OPEN ON SATURDAYS

AGREEMENT FOR SOLID WASTE DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of March, 2024 by and between the **City of Fredericktown**, Missouri hereinafter called the "Owner", and **Waste Management of IL, Inc.** hereinafter called the Contractor.

WHEREAS, the Owner has caused specifications and other bid documents to be prepared for the work herein described, and has approved and adopted the Contract Documents and has invited proposals for furnishing facilities, materials, labor, and equipment for and in connection with the disposal of approximately 40 tons per day of solid waste from the City of Fredericktown Solid Waste Transfer Station to the Waste Management of IL, Inc.-Cottonwood Hills Landfill.

WHEREAS, the Contractor, in response to the invitation, has submitted to the Owner in the manner and at the time specified, a proposal in accordance with the terms of the contract, and

WHEREAS, the Owner has opened, examined, and tabulated the proposals submitted, and as a result of such tabulation has determined the Contractor to be the best, responsive, responsible bidder for disposal of solid waste (the "Project") and has declared and duly awarded the Project to the Contractor for the sum herein specified, as provided in this Agreement, which shall become binding and effective upon adoption by the City of Fredericktown.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereby agree the Owner for itself and its successors, and the Contractor for itself and its successors and assigns as follows (the "Agreement"):

ARTICLE I – SCOPE OF WORK

A. The Contract Documents shall consist of the Advertisement for Bid, Instructions to Bidders, Bid Form and this Agreement (the "Contract Documents"). Contractor will make available its facility at 10400 Hillstown Road, Marissa, IL 62257, to accept approximately 40 tons per day of solid waste of the City of Fredericktown, as hereinafter defined, generated in the City of Fredericktown in accordance with the terms of this Agreement, and in accordance with the terms of the permit of Contractor. The City of Fredericktown agrees that Contractor will be the exclusive provider of disposal services for the City of Fredericktown during the term of this Agreement.

B. "Solid Waste" as used herein shall mean that waste which has characteristics such as those of the material ordinarily collected and disposed of as part of municipal garbage collections, including, but not limited to paper and cardboard, plastics, and commercial household trash and bulk trash generated by the City of Fredericktown and specifically excluding whole tires, sewage, sludge, ash, radioactive waste, liquid wastes, infectious medical wastes, or hazardous or special wastes as defined by any applicable federal, state or local law or regulations, or wastes which are otherwise prohibited by any applicable regulations or policies of federal, state or local entities.

ARTICLE II – TERM OF AGREEMENT

The Project work will commence on the 1st day of April 2024 and will continue for a period of three years from and after that date unless sooner terminated as provided herein.

ARTICLE III – PRICE

The Owner will pay the Contractor for all services under this Agreement and the Contractor will accept in full compensation therefore as follows:

Twenty-three Dollars (\$23.00) per ton

Contractor will weigh the vehicles on site and prepare certified weight tickets which shall be available to Owner at all times. Payment to the Contractor shall be made monthly based on Contractor invoice with attached certified weight tickets and other documents reasonably required by Owner.

ARTICLE IV – TAXES AND SURCHARGES

Contractor agrees to pay any taxes, fees, or surcharges that may be imposed by any federal, state, county or local authorities, which pertain to the disposal or other services to be provided herein which are assessed before the date of this Agreement. Additional fees, taxes, or surcharges imposed after the effective date of this Agreement shall be considered at all times a pass-through cost of City of Fredericktown to be paid in addition to the price established herein.

ARTICLE V – INTERRUPTION OF SERVICE

In the event for whatever reason Contractor is prohibited, restricted, or prevented from accepting waste disposed of by City of Fredericktown at any time, which prohibition is not the result of its own negligence, the operation of this Agreement shall be suspended for the duration of the period of which such disposal at its facility is prohibited, restricted or prevented. Such interruption of the service shall be considered a force majeure and shall not result in any penalty or forfeiture by Contractor.

ARTICLE VI – PERMITS

Contractor covenants that it holds and will maintain and shall ensure that all disposal facilities or transfer stations utilized by Contractor holds and maintains during the term hereof all necessary permits, licenses and authority to perform this Agreement and shall notify Owner within ten (10) days of any event which affects or threatens the Contractor's ability to maintain such permits, license or authority.

ARTICLE VII – COMPLIANCE WITH LAWS

Contractor, during the term of this Agreement, will dispose of the solid waste in facilities approved by the Environmental Protection Agency and will comply with all laws, regulations, ordinances or rules of any federal, state, or local body which apply to Contractor, its operators or

employees. Contractor shall immediately notify Owner of any violations, citations or agency action brought against Contractor alleging noncompliance with any such law, regulation or ordinance.

ARTICLE V - MISCELLANEOUS

A. **SUCCESSORS:** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.


B. **ASSIGNMENT:** Contractor may not assign or subcontract this Agreement without the prior written consent of Owner which shall not be unreasonably withheld.

C. **AMENDMENT:** No revision of this Agreement shall be valid unless made in writing and signed by Owner and an authorized agent of Contractor.

D. **CONTROLLING LAW:** This Agreement shall be construed according to the laws of the State of Missouri.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

OWNER
CITY OF FREDERICKTOWN, MISSOURI

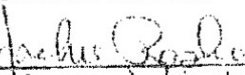
By: 
Travis Parker, Mayor

ATTEST:

By: 
Theresa Harbison, City Clerk

CONTRACTOR

WASTE MANAGEMENT OF IL, INC.

By: 
Printed name: Jackie Rocco
Title: Senior Industrial Account Executive

ATTEST:

By: _____
Printed Name: _____
Title: _____