

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL SERVICE AGREEMENT WITH THE CITY OF SAINT ROBERT IN REGARDS TO SOLID WASTE MANAGEMENT SERVICES; FIXING AN EFFECTIVE DATE

WHEREAS, the Utility Committee directed the City Staff to advertise for bids concerning Solid Waste Management Services for residential customers inside the City limits; and

WHEREAS, City staff received and reviewed the Solid Waste Management Services bids submitted; and

WHEREAS, the cities of Waynesville and Saint Robert have a long history of working together in order to provide quality service to citizens in various aspects; and

WHEREAS, the Utility Committee and City staff recommend that the City Council select and approve the ISGA from the City of Saint Robert.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MO AS FOLLOWS:

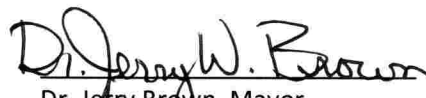
Section 1. That the Intergovernmental Agreement (Agreement) between the cities of Saint Robert and Waynesville, Missouri which is attached hereto and made a part thereof, is hereby approved.

Section 2. That the Mayor is authorized to execute this Agreement on behalf of the City.

Section 3. That the City Administrator is authorized to implement policy and procedure to facilitate this agreement and may, in the absence of the Mayor, be allowed to negotiate terms concerning the Agreement for the good of the City with the City of Saint Robert.

Section 4. This ordinance shall be in full force and effect as of August 31st, 2020.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20TH DAY OF AUGUST, 2020.


Dr. Jerry Brown, Mayor

ATTEST:


Michele Brown, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE COLLECTION

The City of St. Robert, a Missouri city of the 4th Class, and the City of Waynesville, a Missouri city of the 3rd Class, by this agreement, enter into an intergovernmental agreement.

This Intergovernmental agreement between the City of St. Robert and the City of Waynesville is entered into pursuant to Mo. Const., Art. IV, 816, and Sections 70.210, 70.220 and 70.230, RSMo.

The Cities agree as follows:

1. The City of St. Robert will perform the solid waste collection for residences located within the city limits of Waynesville.
2. The City of St. Robert will be performing the solid waste collection as a subcontractor for the City of Waynesville.
3. The City of Waynesville will be responsible for the billing and collection of all fees charged to residents for the solid waste collection.
4. The City of St. Robert will be paid the sum of \$11.75 per month per residence.
5. This agreement will begin on August 31, 2020 and continue for a period of two years, subject to the conditions and options set forth in this agreement.
6. Both cities have sent out the statutory two-year notices to commercial provider of solid waste collection in their respective cities of assumption of that service by the city.

7. The cities intend this agreement to be effectuated in a manner that will give each city flexibility as to future decisions relating to solid waste management for their citizens.

8. In the event that the City of Waynesville determines that it will provide commercial solid waste collection as notice was given, it has the following options under this agreement:

a. To terminate this agreement upon at least thirty (30) days notice or a specified date at least sixteen (16) months from the effective date of this agreement.

b. To extend the period of this agreement for an additional two-year period at a rate of \$ TBD per residence.

9. The City of St. Robert agrees to perform the functions and comply with the other requirements, including insurance of **Exhibit A** attached hereto and incorporated herein by specific reference thereto. The City is utilizing **Exhibit A** to indicate a scope of work only.

10. The City of St. Robert will not perform commercial solid waste collection under the terms of the present agreement.

11. The City of St. Robert will not perform the contracted services outside the city limits of Waynesville.

12. The City of Waynesville shall have the right to request in writing the City of St. Robert assume the commercial solid waste collection in Waynesville under the general terms of

this agreement. In the event that such a written request is submitted, the parties will enter into negotiations to an addendum to this agreement for the City of St. Robert to assume the duties for commercial solid waste collection.

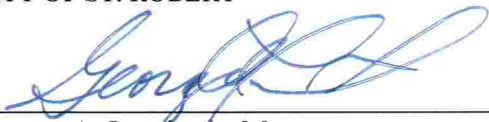
13. The law of Missouri will apply to this agreement.

14. This agreement is subject to statutory compliance by the City of St. Robert and the City of Waynesville.

IT IS SO AGREED AND CONTRACTED.

CITY OF ST. ROBERT

9-1-2020
Date

By: 
George A. Lauritson, Mayor

CITY OF WAYNESVILLE

8/20/2020
Date

By: 
Dr. Jerry Brown, Mayor

**SCOPE OF WORK
INTERGOVERNMENTAL AGREEMENT FOR
SOLID WASTE COLLECTION IN
CITY OF WAYNESVILLE**

1. Curbside Residential Trash – Will be collected, removed and disposed of on a weekly basis. Residential waste will be taken to the St. Robert Transfer Station for disposal.
2. Curbside Recycling – Will be collected on a weekly basis on a date to be designated by the City of Waynesville. Recycled items will be taken to the St. Robert Transfer Station. Guidelines for items collected as recycling will be followed as those of the St. Robert Transfer Station. Recycled items will need to be separated into separate containers or bags.
3. Receptacles will not be provided by the City of St. Robert for trash or recycling. Residents can purchase trash and recycling receptacles. If residents do not wish to purchase a receptacle, they may set bags out.
4. A Spring and Fall curbside clean-up will be conducted –

The following items will be accepted:

Appliances: Washing machines, dryers, dishwashers, stoves, microwaves.
Construction Waste: Sheetrock, Lumber (minimal amount that fits into a trash can).
Carpet: minimal amount cut into strips weighing no more than 40 lbs.
Furniture, VCRs and empty paint cans.

The following items will NOT be accepted:

Appliances containing Freon, Hazardous Waste, Tires, Yard Debris such as leaves, branches, plants and soil, bricks, concrete, Vehicle or lawn mower batteries, TVs, Computer Monitors. No refrigerated appliances (refrigerators, freezers, air conditioners).

All items to be collected for trash and recycling will need to be out by 6:30 a.m. at the end of their driveway.

5. All of the above work will be completed in a substantial and workman like manner for the sum of \$11.75 per month per residential dwelling. Waynesville will do collection and provide list of pickups.
6. City of Waynesville Dumpsters:
Dumpsters that are solely utilized by the City of Waynesville will be emptied free of charge. This excludes Roll-off Dumpsters. The City will provide a list of locations.

7. The City of St. Robert will furnish all labor, vehicles, tools, equipment, and other necessary facilities to complete the above work.
8. The City of St. Robert has in force vehicle and general commercial liability coverage through Bassett Insurance.
9. The City has Full Workman's Compensation coverage required by the State of Missouri on all employees through Bassett Insurance with MEM.
10. We acknowledge this is a two-year bid.
11. The City of St. Robert will not supply commercial solid waste collection or perform services outside of city limits under this agreement.