

**--NOTICE OF MEETING--**  
**PUBLIC WORKS COMMITTEE**

**August 6, 2024**

**5:30 PM**

**CITY HALL**

**326 GRANT STREET**

**COUNCIL CHAMBERS**

**-- AGENDA—**

**OLD BUSINESS**

1. Consideration and approval of minutes from previous meeting

**CITIZENS PARTICIPATION**

**NEW BUSINESS**

- Request for Council Bill for Contract Agreement between The City of Carthage and Allied Services, LLC., D/B/A/ Republic Services of Galena.
- Discuss and recommend Resolution be sent to City Council for Vision Zero Safety Action Plan aka SS4A Grant

**OTHER BUSINESS**

**STAFF REPORTS**

**Zeb Carney, Traci Cox**

**ADJOURNMENT**

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.**

**POSTED: 08/05/2024**

**BY: Rachel Sutherland**

# PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7<sup>th</sup> Carthage MO 64836  
Tele: (417) 237-7010 Fax: (417) 237-7011

*"America's Maple Leaf City"*



## **6-17-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES**

Committee Members present: Chris Taylor, Derek Peterson, Lori Leece and Tom Barlow

Staff Members present: Zeb Carney, Public Works Director, Traci Cox, Interim City Administrator, Julie Tilley, Public Works Administrative Coordinator, Josiah Bayless, Street Superintendent and Rachel Sutherland, Public Works Administrative Assistant.

Citizen Present:

Chairman Chris Taylor called the Public Works Committee meeting to order at 4:30 p.m.

Chris Taylor made a motion to accept the minutes from the March 5, 2024, Committee meeting. All ayes, motion passed.

New Business:

1. Discussion and consideration of bid from Sprouls Construction, Inc for Hwy HH and Garrison Ave. Intersection Signal. This project with MO Dot has been planned for approximately 3 years. The carryover amount from 2023-2024 budget year will be \$250,000.00 and will leave \$4,900.00 lacking to cover the bid of \$254,499.43 from Sprouls. Derek Peterson made a motion to forward to Council for a Council Bill. All ayes, motion carried.
2. Discussion of the License Agreement between City of Carthage and Cellco Partnership dba Verizon wireless to bring in a temporary cell tower for Marion Days, at the Water Tower located at 2031 S Main St., Carthage. Verizon has offered \$1,000.00 lease money for this use. Lori Leece made a motion to forward to Council for a Council Bill. All ayes, motion carried.
3. Discussion of Supplemental Agreement for TAP1601(706), sidewalks along Airport Dr. and Fairview Ave/Route E-571 to River St./River St. to Pearl St. Supplemental Agreement is required to correct dates on schedule B that were incorrect. Derek Peterson made a motion to forward to Council for a Bill. All ayes, motion carried.

Other Business:

Staff Reports:

Zeb reported on the following:

- G & G Construction has done a great job on the sidewalk project.
- The Street Department is fully staffed as of 3 weeks ago.
- The W. Chestnut Culvert project was delayed due to rain, but the crew is back to work on it starting this week.
- The I-49/Dr. Russell Smith Way Interchange is underway.
- Our Month End numbers are very close to what they have been for the past 2 years.
- Shaun and Wyatt are doing a great job of sending out more letters and issuing tickets for Nuisance Complaints.
- The house behind Fire station #1 will be Demolished next week and we will use 6 dumpsters for this.

- There were 460 dump truck loads of limbs taken to The Recycle Center from storm cleanup. We rented a Tub Grinder (Chipper/Shredder) to accommodate the amount of trees, this was an emergency declaration, and Fire Chief Ryan Huntley is working on a Grant to help offset the cost of this rental. Julie reported that the Recycle Center is still burning debris from the storm.

Josiah reported on the following:

- He did not use all of the asphalt budget and may have a little to carry forward.
- Briefly explained why Spire has to return to the same area repeatedly, it is due to the process of the work, they do pressure checks, flush lines, kill the old, and hook up to the main. The roads get temporary cold patch between the various stages. When an area is complete Mears will patch the road with concrete, or if the street has been resurfaced within the last 4-5 years, the Street Department will asphalt.
- The reason that two ends of a street may be shut down at the same time is because gas lines run in a loop which can be an entire block. There was an issue with traffic control, but the person in charge of that has been replaced and Josiah believes that it seems to be going better with the new person in charge.

Traci reported on the following:

- She is working on getting the totals from the storm damage for insurance claims. Since we had 2 storms the figures have to be turned in separately.

Lori Leece made a motion to adjourn the meeting at 5:10 p.m. with a second by Derek Peterson. All Ayes, motion carried.

## REQUEST FOR COUNCIL BILL

I request a council bill be drafted to accomplish the following:

**An Ordinance to enter into a contract with Republic services for the collection, removal and disposal of residential and commercial solid waste beginning October 1, 2024 ending Sept 30, 2029**

Date 07/11/24

/s/ Zeb Carney via email  
Signature

This request was referred to **Public works committee** for their  
the  
recommendation.

Date: 7/11/24

  
\_\_\_\_\_  
Mayor

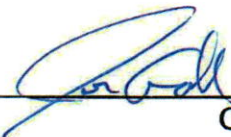
The Public Works Committee Committee has voted in favor of  
sponsoring the above council bill.

Date: \_\_\_\_\_

/s/  
Committee Chairperson

The attached council bill has been prepared in accordance with the above request and is ready to be included on the agenda of the next council meeting. I have sent copies to the various departments listed below.

Date: 7-12-24

  
\_\_\_\_\_  
City Attorney

**COUNCIL BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, for collection, removal and disposal of residential and commercial solid waste commencing October 1, 2024, and terminating September 30, 2029.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to execute an Agreement between the City of Carthage and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, for collection, removal and disposal of residential and commercial solid waste, which Agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2024.**

**ATTEST:**

\_\_\_\_\_  
**Dan Rife, Mayor**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

Sponsored by: Public Works Committee

## CONTRACT AGREEMENT

**THIS AGREEMENT** made and entered into this 1st day of October 2024, by and between the City of Carthage, Missouri, a Municipal Corporation, party of the first part and hereinafter referred to as City, and Allied Services, LLC., D/B/A Republic Services of Galena of 1715 East Front Street, Galena, KS 66739, party of the second part and hereinafter referred to as the Contractor.

### WITNESSETH:

**THAT**, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have been agreed and hereby agree, the City itself and its successors, and the Contractor for itself, himself, or its, his or her executors and administrators, as follows:

**ARTICLE I: THAT**, the term of this contract shall commence on October 1, 2024, and shall terminate on September 30, 2029.

**ARTICLE II: THAT**, during the term of this contract, Contractor shall collect, remove and dispose of all residential and commercial solid waste, as defined in Chapter 20 of the Code of Carthage, but excluding solid waste from industrial establishments, and shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of this agreement, schedule of rates, and Chapter 20 of the Code of Carthage, as amended to date, which said Schedule of Rates is contained herein.

**ARTICLE III: THAT**, effective October 1, each year, Contractor shall furnish to City services as agreed to in this contract, at the following monthly rates:

### SCHEDULE OF RATES MONTHLY RATES

#### Residential paid to Republic

#### October 1, 2024 thru Sept 30, 2025

|                   |         |
|-------------------|---------|
| Senior person (*) | \$14.61 |
| Family (**)       | \$11.90 |

(\*) Charge per month for residential unit with one (1) or two (2) senior (65+) occupants. (\*\*) Charge per month for residential unit with two (2) or more occupants.

**MONTHLY RATES:** All rates are included in Appendix A. Annual adjustments will be 5% . If one or more material elements of cost to provide service under this Agreement experiences a year over year (YoY) change greater than 15%, Company may increase

the Annual Rate Adjustment above the "CPI" by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the services.

City services listed on Appendix A will be provided at no charge to the city. Additional services will be negotiated depending on specific needs of the project.

**ARTICLE IV: THAT,** Contractor shall furnish at no charge to the City, one bulky item per week residential curb side pick-up. Residents must call or email Republic Services of Galena Customer Service to schedule the one bulky item pick-up each week to arrange the service. Item must weigh less than 75 lbs.

**ARTICLE V: THAT,** Contractor shall furnish to City, and maintain during the term of the contract, a performance bond acceptable to City in a penal sum of \$180,000 with good and sufficient surety acceptable to City and conditioned upon Contractor performing his duties and obligations provided for in this agreement. Contractor shall obtain the following insurance:

A. Bodily Injury Liability insurance coverage with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo, (See, <http://insurance.mo.gov/industry/sovimunity.php>)

B. Property Damage Liability insurance coverage with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>) for the policy year. Such insurance shall be maintained in force during the term of this contract. Said insurance shall specifically name the City as an additional insured party under said policies and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A verified copy of such insurance policy or policies shall be filed with City, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without thirty (30) days written notice having been given to the City. Contractor shall obtain the following Worker's Compensation Insurance,8 Employer's and Workmen's Compensation insurance as will protect him against all claims resulting from injuries to and death of workmen engaged in work under this contract, and in addition the Contractor shall carry occupational disease coverage with statutory limits, and Employer=s Liability with a limit of \$100,000 disease each employee/\$500,000 disease policy limit. The AOther States@ endorsement shall be included.

**ARTICLE VI: Missouri** law requires verification that a contractor of the City has a program to verify the lawful presence of its employees when the contract exceeds \$5,000, and to verify the lawful presence in the U.S. of individuals when contracting for work/services. Contractor is required to obtain a sworn affidavit and documentation affirming the Contractor's enrollment and participation in a federal work authorization program. To obtain additional information on

the Department of Homeland Security's E-Verify program, go to: (<http://www.uscis.gov/e-verify>).

Please complete and return form *Affidavit of Participation in Work Authorization Program and Verification of Employment Eligibility Pursuant to 285.530 RSMo*.

**ARTICLE VII: THAT,** Contractor shall pay the sum of five hundred seventy-five dollars (\$575.00) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents, which said damages shall be deducted from any sums of money that may be due or shall become due to the Contractor, under this agreement, and the Contractor shall further pay as liquidated damages the sum of five (\$5.00) for each dwelling pickup point which, after investigation by the City, has been determined by it to have missed on any collection day, provided, however Contractor shall not be penalized for a missed collection point if a pickup at any such collection point is made within 24 hours of the appointed pickup date, and provided further that the Contractor shall not be penalized as herein above provided, if such failure shall be cause by fire, riots, civil commotion or acts of God. Inclement weather policy will be one day delay if one day is missed. In the event two or more days are missed pickup will resume on the next regular day.

**ARTICLE VIII: THAT,** if a holiday occurs, or falls, on weekdays on which the employees of the Contractor are not working, then the collection ordinarily made on that day by said Contractor shall be made on the next succeeding day, it being the intent of this agreement that the occurrence of said holiday shall not excuse the Contractor from making one (1) collection per week from each dwelling unit. Holidays shall be December 25<sup>th</sup>, Thanksgiving, Memorial Day, Fourth of July, Labor Day and New Year's Day. If for any reason the Contractor decides to work its employees on said holidays, Contractor shall notify the Public Works Director and the Press to alert the public as to collection days.

**ARTICLE IX: THAT,** Contractor shall not collect residential solid waste earlier than 6:00 A.M. or later than 5:00 P.M. All collections, particularly in the early morning hours shall be made in a quiet manner.

**ARTICLE X: THAT,** Contractor shall not collect commercial solid waste sooner than 10:00 P.M. and end no later than 6:00 A.M. on any day on which collections are scheduled, unless the requirements of a commercial establishment make it necessary to collect said commercial solid waste during daylight hours. All collections made between 10:00 P.M. and 6:00 A.M. shall be made as quietly as possible, especially while collecting within or adjacent to residential areas. All commercial solid waste collections made during daylight hours shall be done in a manner to minimize interference with school buses and rush hour traffic.

**ARTICLE XI: THAT,** Contractor must provide an adequate number of vehicles to assure regular collection of residential solid waste and commercial solid waste. Every vehicle shall be kept in good repair and appearance, painted, and always maintained in a sanitary condition. Each such vehicle must be clearly marked with the name of the Contractor, a vehicle identification number, and the local telephone number of the Contractor and shall not leak fluids, oil, hydraulic fluids, litter, or other such materials.

**ARTICLE XII: THAT,** Contractor shall not leave litter or solid waste fluids on any residential or commercial premises as a result of their collection of commercial solid waste, or residential solid waste.

**ARTICLE XIII: THAT,** Contractor shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained or asserted against said City as the result, directly or indirectly or in any manner, of the performance or failure of performance on the part of the contractor, including but not limited to any difficulty from any federal or state laws.

**ARTICLE XIV: THAT,** in the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy, or shall become the subject of any proceedings for the appointment of a receiver, or in the event of an assignment by Contractor for the benefit of creditors, or the taking of its trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, the City may terminate 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 concealed 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.

**ARTICLE XV: THAT,** the contract shall not be assignable or transferable by the Contractor, nor shall services be performed by a subcontractor for Contractor without the consent in writing of the City, provided however, that the City shall not be unreasonable in withholding consent.

**ARTICLE XVI: THAT,** Contractor shall maintain an office in Carthage or in a nearby location within thirty miles. Said office shall be staffed by a supervisor with authority to handle problems or complaints as they may arise, brought to their attention by the City or by a residential or commercial customer.

**ARTICLE XVII: THAT,** all solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying with all requirements of the Missouri Department of Natural Resources or similar agency of any state in which such a facility may be located.

**ARTICLE XVIII: THAT,** the Contractor shall use the existing daily service areas established by the City. Changes in daily service area must be approved by the city.

**ARTICLE XIX: THAT,** Contractor shall provide 1 (one) residential container per household at no additional cost to the occupant. Each residential container shall be placed at curbside collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (excluding alleys) for the collection vehicle to use its collection mechanism. Contractor may decline to collect any Container not so placed or any waste material not in a container as specified. Service is for cart contents only. Household garbage outside of the provided cart will not be serviced.

**ARTICLE XX:** THAT, all commercial containers and residential polycarts and any other equipment that Contractor furnishes under this contract shall remain the Contractor's property.

**ARTICLE XXI:** THAT, Contractor shall pick up solid waste receptacles of those persons designated by the City as being physically unable to place their receptacles on or near the curb. In no case will Contractor be required to go inside any residence to pick up solid waste.

**ARTICLE XXII:** THAT, the parties agree that the City shall designate certain residential units with limited or no curbside access exempt from the automated collection process and an alternative collection arrangement be made appropriately for designated units.

**ARTICLE XXIII:** THAT, the parties agree that the Contractor shall not be required to pick up yard waste including leaves and grass clippings.

**ARTICLE XXIV:** The Contractor shall collect solid waste at no charge to the City from City trash receptacles used by the public in the downtown area, on an as needed basis, but no less than once per week.

**ARTICLE XXV:** THAT, all occupied residential units will be subject to the user fee specified in Appendix A contained herein, whether or not they use the solid waste collection system. All commercial establishments, except those exempted under the provision of Chapter 20 of the Code of Carthage, shall be subject to the user fees listed in Appendix A contained herein, whether they use these services.

**ARTICLE XXVI:** THAT, in consideration of the full and complete performance of this contract by Contractor and all of the work and services to be performed hereunder, in conformity with the terms and conditions of this agreement, City shall pay to Contractor all sums due to him in accordance with Appendix A contained herein, payment to be made on the first day of each month, for previous month's service. Service shall be extended to all new or additional units immediately upon request. The Contractor shall provide this extension of service for the same unit as specified in this Contract.

**ARTICLE XXVII:** THAT, Contractor shall hold City harmless from all costs, fees, or damages assessed from closing of any landfill or facility used by Contractor for the disposition of solid waste under this contract.

**ARTICLE XXVIII:** THAT, this agreement, the Performance Bond, Appendix A, and Chapter 20 of the Code of Carthage, as amended to date, comprise the contract between the parties. The Contractor shall comply with all the requirements of each such documents whether same is contained in the other documents or not.

**ARTICLE XXIX:** THAT, this agreement shall automatically renew for an additional five (5) years unless either party gives notice sixty (60) days prior to the termination of this contract. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing and such other changes as may be mutually agreed upon by the City and the Contractor. City and Contractor may meet no less than sixty (60) days prior to the termination of this contract to review the performance and all relevant costs, service levels and other provisions under the

terms of this contract. The city will designate representatives from City staff, members from its Public Works Committee along with the Mayor to meet with Contractor. Upon completion of this review by the City, the City may at its sole option recommend renewal or extension of the contract for an additional term or terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF CARTHAGE, MISSOURI

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

SERVICE OF

ALLIED SERVICES, LLC D/B/A REPUBLIC  
GALENA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Municipal Manager

## APPENDIX A

### **RESIDENTIAL RATES:**

FAMILY: \$14.61

SENIOR: \$11.90

EXTRA CART: 3.41

### **COMMERCIAL RATES:**

COMMERCIAL CART: \$33.13

2YD 1X/WK: \$81.45

4YD 1X/WK: \$135.01

6YD 1X/WK: \$169.97

8YD 1X/WK: \$185.39

### **SUPPLEMENTAL SERVICES:**

COMMERCIAL:

**\*\*DELIVERY/EXCHANGE/RELOCATES/REMOVALS: \$50.00**

**\*\*EXTRA YARDAGE: \$15.00**

**\*\*EXTRA PICKUPS**

2YD \$30.00

4YD \$45.00

6YD \$60.00

8YD \$75.00

RESIDENTIAL:

**\*\*DELIVERY/EXCHANGE/REMOVALS (does not include initial cart delivery) \$20.00**

**\*\*REPLACEMENT CART DUE TO DAMAGE FROM RESIDENT: \$60.00**

CITY FACILITIES AT NO CHARGE:

LANDFILL/RECYCLE ROLLOFFS:

UP TO 110 HAULS PER YEAR—EACH HAUL NOT TO EXCEED 5 TONS

DEMO/CONSTRUCTION HAULS:

UP TO 20 HAULS PER YEAR—EACH HAUL NOT TO EXCEED 5 TONS

ADDITIONAL HAULS WILL BE: \$400.00 PER HAUL, \$50.00 PER TON

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI  
ADOPTING A VISION ZERO SAFETY ACTION PLAN FOR THE CITY AND DECLARING  
A COMMITMENT TO MAINTAINING ZERO ROADWAY FATALITIES AND SERIOUS  
INJURIES WITHIN THE CITY LIMITS BY JUNE 2035.**

**WHEREAS**, Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2022 for the Safe Streets and Roads for All (SS4A) grant program to improve roadway safety by significantly reducing or eliminating roadway fatalities through safety action plan development and implementation; and

**WHEREAS**, The purpose of the SS4A grants are to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering federal funding; and

**WHEREAS**, the City of Carthage is committed to maintaining zero roadway fatalities within its city limits, a commitment which can be achieved through the adoption of a safety action plan; and

**WHEREAS**, The City of Carthage passed Ordinance 23-36 on May 23, 2023, executing an agreement between the City of Carthage, USDOT, and FHWA for the development of a new comprehensive safety action plan known as Safe Street and Roads for All

**WHEREAS**, The City of Carthage engaged with Zanevan Engineering to render technical and professional services to develop a Safety Action Plan for the City of Carthage; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:**

That the City hereby adopts a Vision Zero Safety Action Plan for the City and declares a commitment to maintaining zero roadway fatalities and serious injuries within the City limits by June 2035.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Dan Rife, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal City Clerk**

**Sponsored by: Public Works Committee**