

CITY COUNCIL STUDY SESSION

TO: Mayor and City Council
FROM: Mari E. Macomber, City Manager
SESSION DATE: January 19, 2010
TIME: 5:00 p.m.
PLACE: Second Floor Conference Room

This is a reminder that we are meeting on Tuesday due to the observance of Martin Luther King's Birthday.

AGENDA:

- **GISC UPDATE**
- **TRASH SERVICE CONTRACT**
- **INDUSTRY UPDATE**
- **NEWSLETTER – January 15, 2010**

GISC UPDATE

The City, Adair County Commission and the Adair County Public Water Supply District entered into an agreement in November 2003 to cooperate in the implementation, operation and maintenance of a GIS program for the benefit of each entity. The GIS Consortium (GISC) is overseen by a board of directors appointed by the member agencies. GISC serves to create, maintain, distribute and analyze information about agency infrastructure and surveys in a searchable spatial database form.

Since its inception data has been developed for tax parcels, water systems, sewer systems, streets and zoning. By the end of 2006, the GISC had accomplished the initial goals established in early 2004. In 2006, the GISC began the process of developing a long range plan to optimize the use of GIS and expand the options for services.

Pam Kelrick, GIS Coordinator/Planner was hired by the GISC in January 2004. She has worked to complete the original goals established for the GISC and develop the long range plan.

Pam Kelrick will be in attendance at the meeting to explain the work of the GISC and to answer questions that the City Council may have.

Recommended Action: The City Council will be encouraged to ask questions about the GISC proposal.

TRASH SERVICE CONTRACT

We met earlier this month to give the City Council and overview of the trash proposal presented by Veolia. During that meeting we outlined the various aspects of their proposals and provided staff comments. All-in-all the proposal as presented by Veolia

met the needs and requests of the City, but there were a few concerns. The biggest concerns were in regard to the increased fee charged for the service, the automatic rate increases throughout the proposal, the fuel surcharge fee and the required 64 gallon cart for all users. Staff met with Veolia to review their proposal, obtain clarification and discuss these issues along with other issues that had been identified by staff.

We want to take time on Monday to review the results of our meeting and provide you an update on where we are with the negotiations. It is obvious, after meeting with Veolia that they are not willing to reduce the fee. They are willing to consider some language that would provide them the ability, if an increase were warranted and justified, to increase the fee for service.

Included with this Study Session packet are notes from our meeting with Veolia, a one page sheet that outlines those items that will be allowed for disposal through the bulk pickup service and the actual Veolia proposal.

There is also a letter from a citizen concerning the increase in the trash service. Based on this letter, I am concerned that some citizens may believe that the city (the organization itself) actually either provides the service or gets something out of having this contract. We do this to assist the citizens by providing all citizens with the same services, helping to troubleshoot problems they may encounter, eliminating one utility that they must sign up for and one less check to pay, and finally helping to keep the costs down by doing the billing and the city wide volume.

Recommended Action:

Review the information provided and reach a consensus on how you wish staff to proceed toward the completion of these negotiations.

INDUSTRY UPDATE

At the last City Council meeting, there were questions from the Council regarding the status of Wi Fi Sensors and HIT Missouri. Phil Tate will attend the Study Session on Tuesday to give the City Council an update on each of these projects, and to answer questions that you may have.

NEWSLETTER – January 15, 2010

Attachments

- GISC Summary
- Staff Report Trash Service Proposal – Brad Selby
- Meeting Notes
- Bulk Items
- County Trash Bill
- Talking Points (previously provided)
- Veolia's Proposal
- Letter from Citizen

GIS Consortium

Local Information Resources Through Local Partnerships

Data Development – Specifically for the City of Kirksville

- Flood maps within City Limits
- On-line predator suspect and convicted offender tracking database
- Dream Initiative area survey information (e.g. building quality, land use)
- GPS manhole covers

Data Use

- Watershed Commission – Hazel Creek water quality survey
- Economic Development – locally and regionally
- Emergency Management – incident maps, AED (defibrillator) location project
- Engineering – force main development project
- SWAT operations
- Coordination with 911 – coordination of database information

Cost-sharing Benefits of the Consortium Model

- The GISC budget covers the costs of software, equipment, and training that benefits the City of Kirksville
- The GISC owns 2 GPS units with sub-meter accuracy for member agency use.
- ArcPublisher software, purchased by the GISC, produces searchable GIS data packages for member agency staff to use with ArcReader – a free, downloadable GIS viewer.
- Training is available generally 2 times per year for ArcReader, 1 time per year for ArcView, and 2 times per year for the GPS units (at no cost to the member agencies), unless otherwise requested.
- Training agreement is in place with the TCRC. The GISC purchased ArcView software at the education pricing; we have access to use the computer lab for training purposes. This arrangement means a cost savings of thousands of dollars and an opportunity to expand course offerings for the TCRC.

Partnership and Outreach Activity

- Rural GIS Summit event (www.ruralgissummit.org)
- Northeast Missouri Regional GIS Workshop
- Geospatial Collaborative – partnership concept with Truman State University, ATSU, TCRC and others
- Lead partner in the 50 States Initiative Grant (www.fgdc.gov)
- Census 2010
- Wrote proposal for potential GISC partner/member

Ongoing and Future Activity

- Update zoning, utility, and on-line offender database information
- Support acquisition of new imagery and elevation data for the City
- Review data licensing costs and terms
- Develop independent data sharing agreement with Adair County
- Develop a 3-year plan
- Seek opportunities to support economic development and emergency management
- Improve accuracy of the utility databases
- Reduce redundant data acquisition and maintenance

KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

SUBJECT: Trash Services Contract

STUDY SESSION MEETING DATE: January 19, 2010

CITY DEPARTMENT: Codes Department

PREPARED BY: Brad Selby, Codes & Planning Director

A first meeting was held with Veolia Environmental Services on January 5, 2010, to start negotiations on a new Trash Services and Recycling Contract.

Veolia seemed to be firm in their price for the 65 and 32 gallon totes. At the city's suggestion that the 32 gallon tote containers be offered to any citizen who thought that size would accommodate their needs, Veolia would not agree without a recalculation of all fees, because the pool of people using the service would change to a large degree and the number of people who would request a change to a different size would be a disruption to their process.

Discussions of the requested annual increases ended with consideration by Veolia of a possible connection to the Consumer Price Index and justification of their proposed increase. Mari will be sending possible contract language to Veolia for consideration on these increases, as well as other rate adjustments.

Recycling totes will be the same tote as the trash tote, except for the color of the lid.

For the EOW (every other week) of recyclable materials collection, Veolia will provide the city and residents a list of the specific weeks that the materials will be picked up.

Veolia's concern about the number of pulls of yard waste taken from the public works facility will be re-evaluated after one year of the service. The city will not be charged additional costs for dumpster pulls during this one-year. We will negotiate any changes after the number of pulls for one year are recorded. The City will post large signs about the prohibition of plastic bags, and attempt to keep them out of the dumpster.

Yard waste rates for citizens that will sign-up for curbside service will be reduced for some rates, depending on the number of citizens signing up for the service.

Veolia will allow the city to contract with any other Contractor for the pickup of appliances on this twice per year pickup service.

Veolia will re-evaluate their proposal regarding the diesel fuel surcharges and method of calculation and report back at our next meeting scheduled for January 22.

Veolia will provide a 32 gallon and 65 gallon trash cart, and a 65 gallon recycling cart to be placed at City Hall, so citizens can get an idea of their size and weight.

Veolia & City of Kirksville
Meeting January 5, 2010
10:00am

(These are Veolia's notes from the first meeting. Their notes are in black print. The city's comments are in blue print and grey shading)

Answers to Clarification & Talking Points (*italic answers are answers that I am not sure I wrote down correctly or need to be addressed for clarification*)

TRASH

All carts must be left with the property at the time of moving.

Multi-housing units with (4) or less dwellings will have a tote for each dwelling and the owner is able to label the carts (# by apartment or address) if needed for their tracking purposes.

32 gallon carts are available for senior citizens and disabled households, proof of disability required to be eligible for this container. City will not be involved in requiring proof, all eligibility information should be submitted to Veolia directly. 32 gallon carts available to senior citizens and disabled residents only within the city boundaries of Kirksville. City will provide a listing of senior citizens. **This was not discussed, as the City has no way of knowing who is a senior citizen or not. We could provide the list after the sign up period. We asked a clarification question regarding how Veolia determines proof of disability. The response was receipt of a medical statement from a physician. We did not discuss Veolia determining disability. Since the method of determining disability is straightforward, City staff could do this.**

Container maintenance will be the responsibility of Veolia as far as wheels, lids and basic wear and tare. Veolia will work with the Kirksville police department regarding any stolen or vandalized carts.

Bags are not required to be used for the carts, but it is recommended for cleanliness reasons. The resident is responsible for keeping their cart clean.

2.5% annual increase, City would like to see a negotiation clause within contract that is based off proof of a needed increase such as CPI, and a meeting should be scheduled between Veolia and the City to discuss the needed increase. **Mari will send language to Veolia for consideration.**

All residents including seniors and disabled residents will have the option of electing to have a second cart at \$3.00 per month. All second cart requests will be handled and billed individually by Veolia.

Since the following is in bold this may be a note from Veolia as opposed to something we discussed. 32 gallon carts will automatically be delivered to seniors citizens, seniors are able to change to a 64 gallon cart by contacting Veolia, Veolia will then contact the City and let them know of the changes for billing purposes. Signing the senior citizens up for the 32 gallon was not discussed, again as we would not know who the qualified senior citizens are.

Porch stop customers will not be required to have a cart?

We will automatically deliver a 32 gallon cart to those disabled customers we have signed up currently as porch stop customers? We did not discuss porch stop customers not being required to have a cart. This is the call of Veolia, but for appearance and keeping critters out of the trash the cart is the best option. If the porch stop customers do not have to have a cart, why would you automatically deliver 32 gallon carts to these individuals. Again, we did not discuss this aspect as far as the automatic delivery. The City will need to know how Veolia wishes to handle this specifically.

A list will be placed inside each container lid listing acceptable/unacceptable materials and disposal specifications for placing refuse material in carts.

Company that carts are purchased from will make initial delivery, there may need to be additional carts delivered (houses in alleys, multi-housing units, etc.)

If residents require a larger volume of refuse to be collected such as moving out the resident must contact Veolia directly to make arrangements and discuss fees. Residents moving in may place extra refuse beside cart for their first collection.

RECYCLING

Recycling carts will have different colored lids than the trash carts. Any carts containing trash will be tagged and left for resident to correct the issue. (different colored lids, instead of the different colored carts, will help aide in stock as only the lids will need to be changed as the need for carts change) *The tagging of the container was not discussed, but is an approach that is up to Veolia in the delivery of service.*

Cardboard may be flattened and bundled and placed beside the cart or under the cart to save space in cart for other recyclable material, residents may request additional recycling carts at no extra charge by contacting Veolia directly. *Residents with more recycling can also place the extra recycling next to the cart in a clear plastic bag.*

Unused carts – If driver reports that recycling cart is unused for one month after delivery, Veolia will contact customer and remove cart from premises. *The issue of unused carts was discussed, but the one month time line was not something that was outlined. Since recycling is every other week it may take residents a little longer than one month to become active in the use of the cart for recycling, especially since they will have a new trash cart.*

A calendar will be posted for the year of every other week recycling, Veolia will provide the finance department a calendar as well.

A list will be placed inside each container lid listing acceptable materials and disposal specifications for placing recycling material in carts.

YARD WASTE

Veolia will provide a 20yd open top to the City with 26 loads available for dumping. 20yd will replace the current 30yd as the sides on the 20yd are lower and easier to dump loose items into, helping in the aide of keeping the container free of plastic bags. *The City will not be charged the \$225 if it is determined that additional dumps are necessary for the first year of the contract and until the evaluation is completed to determine actual usage.*

Veolia and the City will re-evaluate the usage of the container at the end of the first calendar year.

If one or two bags are found in the roll off container the driver will still collect, we will ask the driver to report this to the dispatch department and for Veolia's dispatch department to notify public works.

The City will post signs stating that no plastic bags will be accepted within the yard waste container. [The City will also place a trash can near the 20 yd container for the disposal of the plastic bags.](#)

Brad asked if we could look at changing the yard waste rates to \$5.50 per month, \$6.00 per month, \$7.50 per month. [This was agreeable as Dave stated that he could not reduce the lowest rate but would come down on the other two tiers.](#) Dave stated that there is at least 1200 residents participating in the recycling program currently. ***How will the rates for yard waste be calculated will we complete a yard waste house count once a year?*** [The question in bold was not discussed.](#)

ONE BULK ITEM PROGRAM

Amber will provide a list to Brad regarding one bulk item acceptable and unacceptable items to be placed at the curb.

[Amber gave us this list, and it is acceptable to the City.](#)

APPLIANCE COLLECTION

City may negotiate with scrap dealers willing to collect appliances for free to provide the appliance program. If no dealer is available Veolia will provide the appliance collection. Stickers will be sold and appliance collection will be negotiated with the City as well as Veolia advertising to inform customers of the collection twice per year. City will aide in selling appliance stickers in addition to the Veolia office.

MONTHLY PAYMENT & COLLECTION

Terms of previous contract, regarding payment, is agreeable between both parties. City will provide a listing of non collectable accounts each month with payment. The City will pay Veolia any bad debt accounts when money is received through their collection department minus collection fees (estimated 30% of total collected). [City will provide Veolia with a list of customers by address.](#)

City will change language to suit both parties regarding the franchise fee on commercial accounts. Mari recommended that the City's attorney and Veolia's attorney discuss this matter, Dave will email Mari our attorney's contact information.

RATE ADJUSTMENTS

Mari would like to add a negotiation clause to this section. Possibly to set down and negotiate in case of uncontrollable costs to help offset the financial impact. [Again, this language will be sent to Veolia for review.](#)

FUEL SURCHARGE

City would like Veolia to increase the Fuel baseline to possibly \$3.75 as well as reporting from the Midwest diesel fuel prices instead of the stated U.S. Fuel surcharge clause explanation is for every \$1.00 increase in fuel over the baseline the residents would see an additional \$0.10 on their bill. [Dave will evaluate this.](#)

5 DAY COLLECTION

[Veolia will implement a 5 day collection program at the same time the cart system is implemented. Information and education on this will need to be included along with other changes in the trash service program.](#) Recycling will run on the same day as refuse collection with this change.

Council will meet on January 19th to review information talked about in the January 5th meeting. [The City will develop the contract based upon the proposal and agreed upon terms.](#)

Contract signing will take place on the first meeting of February, if all negotiations will be worked out. [Technically the Council will give authority to the City Manager to execute the contract.](#)

Veolia will provide City with a 65 gallon refuse cart, 64 gallon recycling cart and a 32 gallon refuse cart for a visual display at City Hall for residents.

Commercial customers – this item was not addressed but will need to be discussed. Does the City currently bill for hand stop commercial customers? We have had several issues the past few years with commercial customers paying the city rate, ordering a container from us, therefore getting billed double for trash. As commercial customers are non exclusive should these rates be noted that they are for residential and multi-housing with four (4) living units or less, and all commercial customers will need to contract separately? Just thinking, I know at times this causes major confusion for the finance department and the Veolia office.

[A hand stop commercial customer means downtown businesses or apartments over those businesses, per Amber. The City does not charge trash for any commercial business. Any apartment located over a downtown business that has an individual water meter is charged a trash fee. If the apartment does not have an individual water meter, there is no separate trash fee, and the occupants would use the businesses trash dumpster.](#)



**Attention Residents Inside City Limits of Kirksville
Effective April 1, 2010**

Trash Service Changes Inside City Limits of Kirksville

There is no additional fee for this new service. Property clean-ups by landlords or any type of commercial property or items are not part of this collection program and can make special arrangements by calling 800-778-7652.

- One bulk item may be placed at the curb by 6:30am (only one item will be collected from each residence each week, if you are disposing of a mattress and boxed springs, the mattress would be placed at the curb one week, and the boxed springs may be placed at the curb the following week.) This is addition to your normal household trash.
- Any loose items such as rugs, carpet and padding must be in 4ft sections, bundled, and dry (this provides easier loading of the material into the truck, wet material becomes heavy and creates safety issues). Mattresses and any other large items that can retain moisture must also be dry for collection.

Items taken in this service include but are not limited to: televisions, couches, chairs, other furniture, bed springs, mattresses, microwaves, lawn furniture, carpet (4ft sections and bundled), large discarded toys, swing sets (dismantled), barbeque grills (propane tanks removed), sinks, bathroom fixtures, push mowers (oil and gas removed).

Items not accepted in this service include but are not limited to: Batteries, tires, liquids (such as paint gas or oil), construction, demolition and remodeling materials (see question below for description of these items), yard waste, vegetation, appliances (special appliance collection will be offered for appliance collection).

Building, demolition and remodeling materials are not part of the services offered. Building, demolition and remodeling materials are the materials from the construction or destruction of residential structures and include any items that are considered to be a permanent fixture of the structure with the exception of carpet (4ft sections, bundled and picked up on one bulk item cleanup), and bathroom fixtures (available for collection during one bulk item cleanup). Arrangements for the collection of building materials, for a fee paid by the generator can be made through the Veolia office, by calling 800-778-7652.

Toll Free 800-778-7652

Monday through Friday 8:00am – 5:00pm

Saturday 8:00am – 12:00pm



Veolia ES Solid Waste Midwest, LLC
31226 Intrepid Rd.
www.billonline.com/veoliaes
660-773-5459
660-385-5426
660-773-6690 Fax

INVOICE Date 12/25/09

ACCOUNT NO J5030302-8	INVOICE NO J50001010522
INVOICE TOTAL 79.23	BALANCE DUE 79.23

Pay by Web: www.billonline.com/veoliaes
Web Pin #: 3328
Site #: 0000

DUE UPON RECEIPT

If payment is not received within 30 days of invoice date you may be assessed a service charge of at least \$5.95 or 1.5% of the unpaid balance.

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DATE	CODE	DESCRIPTION	REFERENCE	QTY	AMOUNT
		Balance Forward			78.89
		Payments			78.89
		Invoices			.00
12/25/09	AF	ADMINISTRATIVE FEE	2.95	1.00	2.95
	(0001)	**Site Total			2.95
		SELBY BRADLEY			
		25349 ST HWY F KIRKSVILLE, MO			
12/25/09	11 0.30YD	PA - SCHEDULED SERVICE	22.50	3.00	67.50
		1/1/2010-3/31/2010			
12/25/09	01	Fuel/Environmental Fees at	0.00	67.50	8.78
		13.000%			
		**Site Total			76.28
		Invoice Total			79.23

Due to increased operating expenses your invoice may reflect a slight increase in price.

CURRENT	30 DAYS	60 DAYS	90 DAYS	BALANCE DUE
79.23	0.00	0.00	0.00	79.23

Please return this portion with your payment. Thank you!

Veolia Trash Proposal

Clarification and Talking Points

Trash Collection

- * 65 (64?) gallon cart provided for all households - OK
 - holds twice as much as current
 - promotes recycling
 - but - \$10.47 is a 61% cost increase
- * 32 gallon cart provided for senior citizens or disabled if requested
 - determination of disabled (may not be a concern for us as price will be less, but amount of trash reduced also)
- * Additional 65 gallon cart availability for excesses - OK
 - billed by Veolia
- * Proposal says all trash must be *bagged?* before being placed in the cart.
 - Is this a change from the public hearing a year ago?
- * We need to spell out the maintenance agreement for totes in the Contract
- * A 2.5% cost of living increase proposed by Veolia
 - no proof of increased costs or justification would be provided
 - would be on the 2nd, 3rd, 4th, and 5th year of the contract.
 - City can not agree to these terms.

Recycling

- * 64 gallon recycling tote provided to residents who request it - OK
- * Every Other Week is not enough for some people. Needs to be an every week pickup.
 - City would negotiate on this.
- * Usage of cart is mandatory for recycling - City agrees.
- * What happens if people can not get all their recycling in the cart?
- * Veolia will use recycling packer trucks.

Yard Waste

- * Veolia proposes one 20 yard open top container to be placed at Public Works
 - we currently have a 30 yard container most of the time
 - 22 free dumps per year may not handle all of the annual yard waste
 - City does not want to be charged the \$225 for ANY additional loads
 - City will provide large signs stating plastic bags NOT permitted.
 - City cannot guarantee that no plastic bags will be in the container.
 - To make sure no bags get in the container, possibly the roll off container could be located at Veolia's Centennial street facility?
- * Yard waste subscription services program looks acceptable as far as monthly basis, signups, bio-degradable bags, or loose in cans, etc., except:
 - Rates are too high

- The 2.5% cost of living increases are not acceptable.

Household Items - 1 per week

- * One large household item picked up per week. City agrees.
 - Cost is included in monthly trash fees.
 - List of items to be agreed upon before Contract, and published ahead of time for citizens.
 - to be of a size and weight that one man can load
 - Does Not include commercial establishments.

List of Items Not Collected

- * Batteries, tires, liquids, construction, demolition, etc. City agrees.

Appliance Pickups - 2 pickups scheduled per year

- * Pickups to be scheduled in advance with the city and advertised by Veolia
 - Dates to be specified in the Contract on the months for pickups to be done.
 - City requires the option to substitute one of the annual pickups with an outside independent vendor, who would pickup all appliances for free, with no charges to City or to citizens of Kirksville.
 - Freon appliances \$20.00 - w/o Freon appliances \$10.00 - This cost should be reduced.
 - City participates in the selling of stickers, unless the alternate vendor is used.
 - Price changes on the \$20/\$10 costs should not be allowed during terms of contract.

Monthly list of Collection Customers - AND payment by 10th of month

- * The City can provide an e-mailed list monthly of the list of collection customers.
- * Payment by the 10th of the month is not clear. What the City CAN do:
Example:
 - January water/trash services period ends on March 31.
 - Bill is sent out following week
 - Customer receives bill and has until April 20 to pay.
 - If not paid, delinquent notice is sent out April 21/22
 - Delinquent notice payment is due by May 1
 - If not paid, water turned off May 6
 - Payment is made to Veolia approx. 1 week later
 - Veolia is still paid on number of accounts billed.
 - Monthly payments are modified by accounts not paid, and by accounts that are collected late, or collected for previous months.
 - Once accounts are finalized, city's franchise fee is deducted and check cut to Veolia.
- * Payment can be made to Veolia within 50 days (most of the time earlier) of the end of the billing period.
- * City proposes a change to Section 11-57 (7), which is the same as #7 (g) of the current contract: (Sections to be deleted have a strikethrough and sections to be added are in **bold print**):

The city will remit the monthly contract fee to the hauler once each month for every residential unit covered by this agreement with an active water meter in service for at least half the month, less a negotiated percentage for delinquencies, and exclusive of contractor payments for partial

~~month service.~~ **the cost of accounts that are written off due to non-collection. If the written off accounts are collected at a later time, they will be added back in to the contractor's payment amount, less the cost of the collection fees. The Contractor will not receive payment for any residential unit that has been in service for less than half the month.** The city will not charge an administrative fee to the contractor for billing and collection, other than the franchise fees stipulated by ordinance.

* Currently, the City is not Receiving Payments for the 3% Franchise Fee on commercial accounts collected by Veolia.

County, State, or Federal Legislation

* City agrees that if County, State, or Federal legislation changes regarding solid waste collection and any waste items currently being picked up are declared toxic or hazardous, the Contractor's obligation to collect the items shall end.

Legal Holidays

* List of legal holidays is acceptable to City.
- Veolia's responsibility is to advertise and remind citizens of changes to the pickup schedules and to communicate any major changes of the trash or recycling process.

Rate Adjustments from Time to Time

* Rate adjustments are not acceptable to the City. Contracted rates and terms must be observed.

Fuel Surcharges

* For diesel above \$3.25 per gallon, the City will be charged an extra .1% of the rate for every 1 cent increase in average diesel prices.
* No surcharge will be billed if the price for the prior quarter is \$3.25 per gallon or less.
* City's position:
- The above formula needs to be simplified.
- The base rate needs to be \$3.75 per gallon (City has other entities with contracts for diesel fuel, and the base rates are higher than \$3.25 per gallon)
- the web site <http://tonto.eia.doe.gov/oog/info/wohdp.diesel>. is actually <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> . This is a working website.
- If diesel prices are considered, they should be based on the Midwest Price, not U.S.

Franchise Fees

* City agrees that Franchise Fee for new contract will be 4%.

Section 11-88 of Current Contract

* Section 11-88 of the City's ordinance (which corresponds to Section #39 of the current city contract with Veolia) states: (proposed deletions have a ~~strikeout~~ and proposed additions are in **bold print**):

The starting date of the contract and commencement of service shall be upon the date of award of the contract. The term of the contract shall run from April 1, 2010 until March 31, 2015. ~~Either party may elect to terminate this contract [article] at the end of the first year of the term of~~

~~this contract [article] by giving the other party one hundred twenty (120) days prior written notice of its intention to terminate the contract.~~

Either party may terminate this CONTRACT upon the breach of the other party, if the non-breaching party has given written notice of the violation(s) and the violation(s) continues unremedied for sixty (60) days after such notice. This contract may not be terminated as a result of causes beyond its reasonable control such as change in government regulation, strike or labor action, extraordinary weather conditions, etc., unless continuation of the contract would be unlawful.

If, and to the extent that Contractor is precluded from performing its duties and obligations under this Agreement due to an uncontrollable circumstance such as an Act of God, authority of laws, lockouts, labor disputes, riots or other causes beyond its control (a “Force Majeure Event”), Contractor shall be excused from performance hereunder to the extent that its performance continues to be precluded by such acts and during such time shall not be considered in default.

Residential 5-day Pickup Service

* Veolia proposes to go to a 5-day residential trash pickup service. This involves splitting into 5 sections instead of the current 4 and of Veolia communicating this change to the public in advance of any route modifications and of providing maps to the city of the changes. City is in agreement.

Stickers for Excess Trash

* Needs to be discussion of any continuation of the sticker program?
- How do residents dispose of excess trash without calling for special pickups?

Times for Allowing Residents to Change Type of Service (going from 64 to 32 gallon totes or vice versa)

* Need to clarify when and how many times per year this change will be allowed.
* City proposes once per year in January, or when there are “extenuating circumstances”.

City Dumpsters

* Need to confirm with Veolia that any new trash contract will continue to provide free dumping of all the city’s dumpsters at current existing city facilities, or any dumpsters that we will reasonably require for the terms of the contract.



Veolia ES Solid Waste Midwest, LLC.

December 15, 2009

City of Kirksville
Mari E. Macomber, City Manager
Brad Selby, Code Administrator
201 S Franklin
Kirksville, MO 63501

Dear Ms. Macomber and Mr. Selby:

Veolia ES Solid Waste Midwest, LLC. and all their local employees would like to thank the City of Kirksville for the opportunity to serve your solid waste needs in the past and to thank you again for the opportunity to bid on the contract for the hauling and disposal of the residential waste in the City of Kirksville.

Trash Collection

Per Month

\$10.47

65 gallon cart provided to each resident in single family residences and multi-family residences with four (4) living units or less located within the legal boundary limits of Kirksville on a once per week basis.

\$8.67

32 gallon cart available to senior citizens (65 or older) or disabled residents. Senior citizens will have the option of 65gal cart at \$10.47 per month.

\$3.00

Additional 65 gallon cart available to those residences requesting more service. Residents requesting additional cart(s) will be charged \$3.00 per cart per month to be billed by Veolia.

All trash must be bagged and placed within the cart with lids that will securely close in order to be collected. Carts will remain property of Veolia and will provide maintenance as needed. Residents will be responsible in maintaining cleanliness of carts. There will be a 2.5% cost of living increase commencing the start of the second and subsequent contract years.

Recycling

64 gallon recycling cart will be provided to each participating resident in single family residences and multi-family residences with four (4) living units or less located within the legal boundary limits of Kirksville on an (EOW) every other week basis. Residents participating in recycling will be issued a 65 gallon cart, usage of the cart is mandatory in City recycling program

Items to be placed in the cart are not required to be bagged, but lids must close on cart. Items to be collected include: #1 and #2 plastic, aluminum cans, tin cans, cardboard and newspapers. A list of items acceptable and unacceptable for the recycling program will be provided to the residents. Recycling packer truck will be utilized for recycling services.

Yard Waste

Veolia will provide the City of Kirksville one 20yd open top Roll off container to be placed at the Public Works building. Veolia will provide 22 free dumps on the yard waste roll off per year, with additional dumps to be charged \$225 per load.

Contractor will not accept the open top containing plastic bags mixed within the yard waste. The City will be responsible to remove any and all plastic bags in the container before the contractor will pull container or deliver a new container.

Yard Waste subscription services available to each resident in single family residences and multi-family residences with four (4) living units or less, located within the legal boundary limits of Kirksville on a once per month basis, March through December of each contract year. Resident would sign up for this service directly through Veolia's office. Customer must sign up in January or February for 10 months of service; exceptions to sign up would be those who will be moving into the city boundaries of Kirksville, or those moving out of the city boundaries of Kirksville, and must provide a utility receipt for verification from the City of Kirksville related to the start of utility services, or the cancellation of those services.

All yard waste must be contained in paper bio-degradable (Yard Waste) bags or loosely in a 33 gallon can, not to exceed 50 lbs. Yard waste will consist of leaves, twigs, grass clippings and limbs 4 feet or under in length, 2" or less in diameter, and bundled. Rates will be determined by the demand of the subscription yard waste program as described below:

\$5.50 per month 1000 or more homes signed up for yard waste services.

\$6.50 per month 750-999 homes signed up for yard waste services.

\$8.00 per month 500-749 homes signed up for yard waste services.

Subscription yard waste residents will be billed one month in February for March services, and then quarterly for each following month (April-December). There will be a 2.5% cost of living increase commencing at the start of the second and subsequent contract years.

In addition to the services listed above, Veolia will provide service for one large item per week throughout the year with a twice a year pickup provided for Appliances

negotiations with the City and Veolia on the dates for the appliance pickup to be established.

The once a week one large item pickup would be in addition to normal household trash, but limited to that household. The once a week one item pick up would consist of the size and weight that one (1) man can pick up and load. Items to be collected include: televisions, couches, chairs, other furniture, bed springs, mattresses, microwaves, lawn furniture, carpet (4ft sections and bundled), large discarded toys, swing sets (dismantled), barbeque grills (propane tanks removed), sinks, bathroom fixtures, push mowers (oil and gas removed).

Items Not Accepted in the collection of bulk material include: Batteries, tires, liquids (such as paint, gas, or oil), construction, demolition and remodeling materials (see below for description of these items), yard waste, vegetation, appliances (special appliance collection will be offered).

For the purpose of this contract construction demolition and remodeling materials refer to: Materials from the construction or destruction of residential structures and include any items that are considered to be a permanent fixture of the structure with the exception of carpet (4ft sections, bundled and picked up during the one bulk item a month program only), and bathroom fixtures (available for collection during the one bulk item a month program). Arrangements for the collection of building materials, for a fee paid by the generator can be made through the Veolia office, by calling 800-778-7652. Bulk items must be generated by that household, property owner cleanups and commercial establishments are not part of this Agreement. Arrangements for the collection of more than one item can be made through our office for a fee paid by the waste generator.

Veolia will collect appliances twice a year, date to be negotiated between the City and Veolia, for a fee. Appliances without Freon will cost \$10.00 as long as a Veolia sticker is on each appliance and \$20.00 for all appliances with Freon as long as a Veolia sticker is on each appliance. Freon-type appliances that have had the compressor/Freon removed may be picked up at \$10.00 if the appliance has a manifest showing Freon was professionally removed. Prices on appliance pick-up are subject to change due to regulations and disposal costs. This appliance program meets all EPA regulations.

City will provide a monthly list of collection customers when submitting payment by the 10th of each month.

The CITY and CONTRACTOR each recognize that County, State and Federal legislation or regulations regarding solid waste collection and disposal may change during the term of this CONTRACT. If any of the solid waste items set forth above are declared toxic or hazardous waste by a political entity, CONTRACTOR's obligation to collect such items shall end.

Legal Holidays: The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the collection day falls on Holiday, then Contractor shall provide Collection Services on the next business day following the Holiday.

In addition to the rates listed above, Veolia's fees shall be adjusted from time to time to offset the financial impact on Veolia facilities or operations hereunder, of increased cost

and expenses resulting from any changes in applicable laws or regulations resulting from judicial, legislative, or regulatory actions.

In addition to the rates listed above, Veolia may, on a quarterly basis, add a fuel charge to the City's invoice in the amount of 0.1% of the rate for every \$0.01 increase in the average diesel prices above a base rate of \$3.25 per gallon (the "Fuel Surcharge"). No Fuel Surcharge will be charged to the City if the average diesel price for the prior quarter is at or below \$3.25 per gallon. The cost of diesel fuel for purposes of this section will be based on the national on-highway diesel price of \$N/A per gallon, published by the Household United States government, which data is available on the internet at <http://tonto.eia.doe.gov/oog/info/wohdp.diesel>.

Any such increase notification shall be accompanied with reasonable documentation of the reasons for such increases and the calculation thereof.

Veolia proposes the following changes to the current City Ordinance regarding trash removal services.

Section 11-85: Contractor to pay 4% franchise fee for residential trash/recycling.

Section 11-88: City agrees to wave this section of the contract termination clause and replace with the following;

Either party may terminate this CONTRACT upon the breach of the other party, if the non-breaching party has given written notice of the violation(s) and the violation(s) continues unremedied for sixty (60) days after such notice. This contract may not be terminated as a result of causes beyond its reasonable control such as change in government regulation, strike or labor action, extraordinary weather conditions, etc., unless continuation of the contract would be unlawful.

If, and to the extent that Contractor is precluded from performing its duties and obligations under this Agreement due to an uncontrollable circumstance such as an Act of God, authority of laws, lockouts, labor disputes, riots or other causes beyond its control (a "Force Majeure Event"), Contractor shall be excused from performance hereunder to the extent that its performance continues to be precluded by such acts and during such time shall not be considered in default.

Veolia proposes residential service Monday, Tuesday, Wednesday, Thursday and Friday, and will provide a map of the collection to the City.

Sincerely,



David Sellhorst
General Manager
Veolia ES Solid Waste Midwest, LLC.
PO Box 247
31226 Intrepid Rd
Macon, MO 63552
Toll Free: 800-778-7652

January 9, 2010

JAN 14 REC'D

Kirksville City Council
201 South Franklin Street
Kirksville, MO 63501

Dear Council Members:

I am writing to you regarding the likely increase in the cost of my trash pickup. I live alone, and prepare only breakfast (cereal) each morning. I usually put out trash in a medium size plastic bag one time each month. Occasionally, but infrequently, I put my plastic bag of trash out after only three weeks. I do not prepare food for my lunch or dinner in my home.

It seems unjust that my income in retirement does not increase, but my cost of living increases so rapidly.

If I was putting out a large container filled with trash each week, I would not be writing this letter to you. The present cost for my small amount of trash seems expensive to me.

I could feel more charitable toward our city, if they had made a lasting repair of the intersection at Illinois and Centennial. The city must have spent a large amount of money through the years, filling holes in the street a few times each year. I am sure the solution to the problem there would have been to have a drain to carry the water away, or to lower the street as it goes south in that area, so the water would not stand in the intersection.

Sincerely,



Charles R. Holman