JOPLIN CITY COUNCIL
REGULAR MEETING
MONDAY FEBRUARY 1, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGSC-TV channel 21 and regional cable systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with social distancing, the number of guests in the Council Chambers is limited to 45.

AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Tom Robertson Requested To Speak On EAS For Joplin.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-252
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri. Requested by Barry Brown (P & Z Recommended Approval).

      Documents:

      CB 2021-252 STAFF REPORT.PDF
      CB 2021-252 MINUTES.PDF
      CB 2021-252 SUMMARY.PDF
      CB 2021-252.PDF

   3. COUNCIL BILL NO. 2021-253
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri. Requested by Dale Mitchell. (P & Z Recommended Approval).

      Documents:

      CB 2021-253 MINUTES.PDF
      CB 2021-253 STAFF REPORT.PDF
      CB 2021-253 SUMMARY.PDF
      CB 2021-253.PDF

   4. COUNCIL BILL NO. 2021-254
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri. Requested by Dale Mitchell. (P & Z Recommended Approval).

      Documents:

      CB 2021-254 MINUTES.PDF
      CB 2021-254 STAFF REPORT.PDF
      CB 2021-254 SUMMARY.PDF
      CB 2021-254.PDF

   5. COUNCIL BILL NO. 2021-255
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri. Requested by Brookside Developers, Inc. (P & Z Recommended Approval).

      Documents:

      CB 2021-255 MINUTES.PDF
      CB 2021-255 SUMMARY.PDF
      CB 2021-255.PDF
      CB 2021-255 STAFF REPORT.PDF

   6. COUNCIL BILL NO. 2021-256
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4409 Swede Ln., City of Joplin, Jasper County, Missouri. Requested by Alan Bemo (P & Z Recommended to Strike).

      Documents:

      CB 2021-256 SUMMARY.PDF
      CB 2021-256 MINUTES.PDF
      CB 2021-256 STAFF REPORT.PDF
      CB 2021-256 ORDINANCE.PDF

   7. COUNCIL BILL NO. 2021-257
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri. Requested by Alan Bemo. (P & Z Recommended Approval).

      Documents:

      CB 2021-257 MINUTES.PDF
      CB 2021-257 STAFF REPORT.PDF
      CB 2021-257 SUMMARY.PDF

CB 2021-257.PDF

8. **Consent Agenda**

1. Minutes Of The January 19, 2021 City Council Meeting

   Documents:

   JAN. 19.DRAFT.PDF

2. COUNCIL BILL NO. 2021-104

   AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC (WCA) to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-104.PDF

3. COUNCIL BILL NO. 2021-400
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

   Documents:

   CB2021-400.PDF

4. COUNCIL BILL NO. 2021-401
   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin.

   Documents:

   CB2021-401.PDF

9. **Resolutions**

1. RESOLUTION NO. 2021-003
   A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation's Transportation Alternatives Program for grant funding for the construction of Phase I of the Tin Cup Trail.

   Documents:

   RES 2021-003 SUMMARY.PDF
   RES 2021-003.PDF
   TIN CUP PHASE I MAP.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-107
   AN ORDINANCE approving an agreement with Allied Services, LLC. to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB 2021-107 SUMMARY SHEET - CURBSIDE TRASH AND RECYCLING.PDF
   CB 2021-107 COUNCIL BILL - CURBSIDE TRASH AND RECYCLING.PDF
   RSG - JOPLIN AGREEMENT EXTENSION.PDF

2. COUNCIL BILL NO. 2021-108

   AN ORDINANCE approving a Purchase Order be issued to Heritage Tractor in the amount of One Hundred Twelve Thousand Five Hundred Fifty-Three and 96/100 Dollars ($112,553.96) for the purchase of a Cab Tractor and rotary deck; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause.

   Documents:

   SUMMARY SHEET 2021-108-TRACTOR AND MOWER.PDF
   COUNCIL BILL 2021-108 TRACTOR AND MOWER.PDF
   JD QUOTE-01252021105358.PDF

3. COUNCIL BILL NO. 2021–350
   AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 823 W. 6TH St. in the City of Joplin, Missouri, for Two Thousand Six Hundred and 00/100 Dollars ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2021-350 BID.PDF
   CB 2021-350 PICTURES.PDF
   CB 2021-350 SUMMARY.PDF
   CB 2021-350.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2021-109

   AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) Project ; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2021-109 SUMMARY SHEET - I-44INTERCEPTOR REPLACEMENT-PHASE1.PDF
   CB2021-109 COMPLETE WA AMA-OC-021-002 I44 INT SEWER REPL REVISED 01-21-2021.PDF
   CB2021-109 EXHIBIT MAP 1 - I44INTERCEPTREPLACE_PHASES.PDF
   CB2021-109 EXHIBIT MAP 2 - I44INTERCEPTREPLACE_PHASE1_BASIN.PDF
   CB2021-109 ORDINANCE - I-44 INTERCEPTOR SEWER REPLACEMENT,PHASE1.PDF

2. COUNCIL BILL NO. 2021-258
   AN ORDINANCE establishing grades and accepting the Final Plat of Thawakle Subdivision
   located 3017 W. 26th Street. in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB 2021-258 PLAT.PDF

CB 2021-258 STAFF REPORT.PDF
CB 2021-258 MINUTES.PDF
CB 2021-258 SUMMARY.PDF
CB2021-258.PDF

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

Persons wishing to address City Council should complete a **Request to Address Council** and give it to the City Clerk prior to the start of the city council meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment. If you need to present a visual or have handouts, you must provide 12 copies of the material to the City Clerk.

Notice posted at 12:00 p.m. on this 28th day of January 2021 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5-minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 001-21 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial)

LOCATION 2016 S. Prosperity Ave.

APPLICANT Barry Brown

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 17 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	Out of City Limits	C-3	MO-249 ROW
Land Use	Residential/Office	Vacant	Residential	MO-249 ROW

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	40'
S. Prosperity Ave.	Local	40'

UTILITIES

Sanitary sewer may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-1 is somewhat suitable in this area. As this property is near the edge of the City Limits, little development has occurred in this area up to this point. Due to the rural character of the area, residential development could be appropriate. However, frontage on MO-249 and E. 20th St., an arterial street, depress the appropriateness of residential on this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. Some property to the South is already zoned C-3, and the frontage on MO-249 as well as E. 20th St., an arterial street, is appropriate for this zoning district.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the existing transportation network in this area, particularly with the proximity to MO-249 and E. 20th St.

Staff recommends approval of Case 001-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 11-18-20

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 001
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Barry Brown PHONE:
ADDRESS: ZIP:

OWNER: Barry Brown PHONE:
ADDRESS: 1901 E 35th ST Joplin, MO ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 2016 S. Prosperity Ave

Present Zoning R-1 Requested Zoning: C-3 Acreage: 17
Present Use of Property: Farm Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	R-1
South	Residential	~~Out of City~~ C3
East	Vacant	249 / out of city
West	Vacant	249 / Out of city

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: Yes, I want to build a warehouse for a online business

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes

2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20TH, Prosperity Ave
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

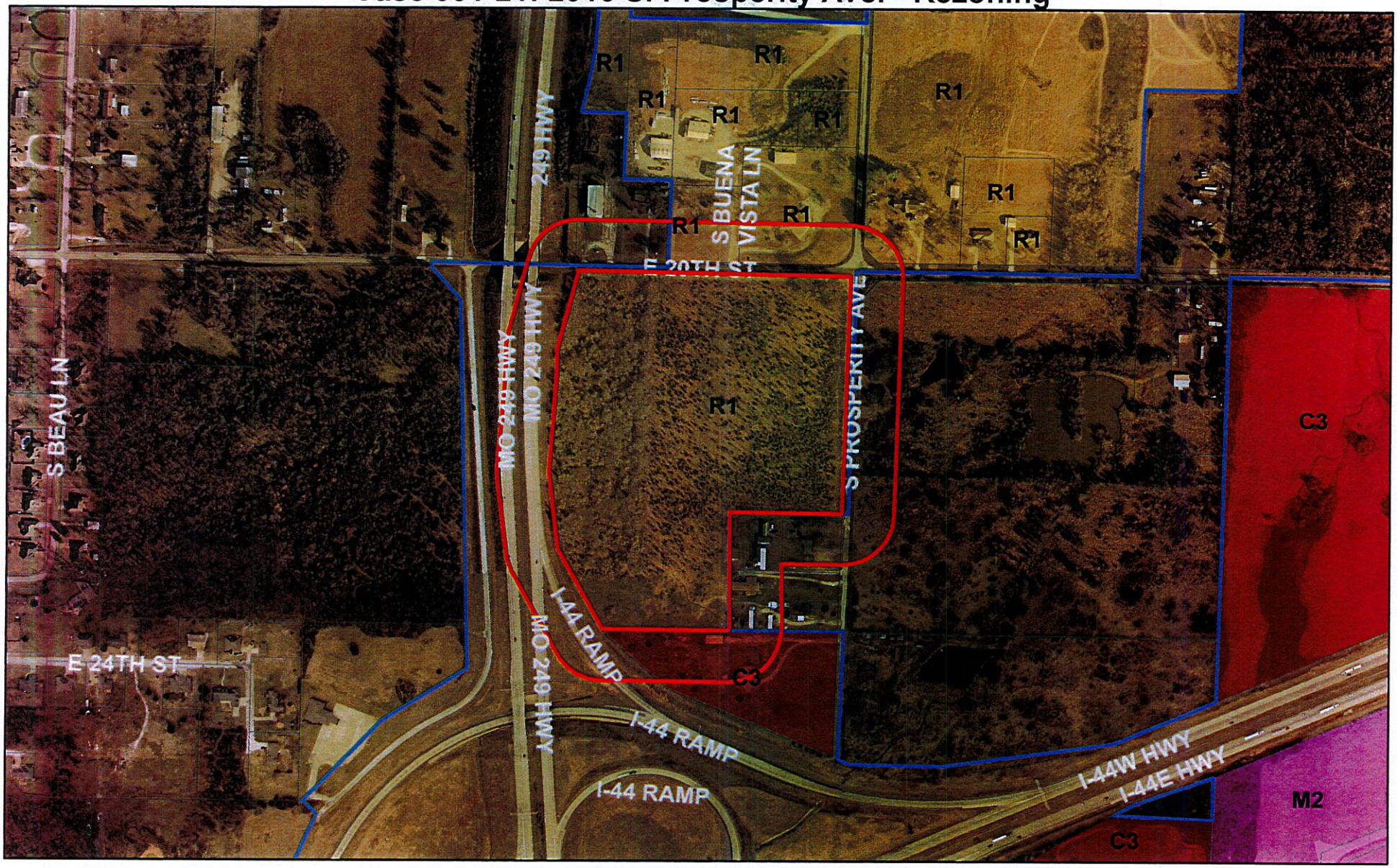
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Barry Brown DATE: 11-17-20

EMAIL: barry@Countercultureday.com

TITLE: Owner

Case 001-21: 2016 S. Prosperity Ave. - Rezoning



Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future restaurant development – Barry Brown.

Joplin City Limits

0 250 500 1,000 1,500 2,000 Feet

N

CB 2021-252

Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future restaurant development – Barry Brown.

Barry Brown, 1901 E 35th Street, Joplin, MO. He was planning to build a warehouse for an art supply business on 7th Street and Schifferdecker but needs a larger location.

Mr. Stanton stated that 'restaurant' may be a typo on the agenda.

Mr. Ramsour stated it is for a warehouse?

Mr. Brown stated it was.

Ms. Steele wanted to know what kind of supplies?

Mr. Brown stated it was Art Supplies.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Brown? They did not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 001-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-252-Rezone to District C-3

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future warehouse development – Barry Brown.

BACKGROUND:
The change in zoning to C-3 will not be detrimental to the nearby property. Some property to the South is already zoned C-3. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the existing transportation network in this area, particularly with the proximity to MO-249 and E. 20th St.

PLANNING & ZONING COMMISSION TESTIMONY:
Barry Brown, 1901 E 35th Street, Joplin, MO. He was planning to build a warehouse for an art supply business on 7th Street and Schifferdecker but needs a larger location.
Mr. Ramsour stated it is for a warehouse?
Mr. Brown stated it was.
Ms. Steele wanted to know what kind of supplies?
Mr. Brown stated it was Art Supplies.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 001-21.
Planning & Zoning Commission recommends approval for Case 001-21 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2021-252, Staff Planning Report, P&Z Commission Minutes

P & Z Case 001-21
Barry Brown
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

As a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 16, Township 27, Range 32, Jasper County, Missouri, being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section. Thence North 89 Degrees, 02 Minutes, 28 Seconds West along the South line of Said Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section 415.59 feet to the Point of Beginning, thence continuing along said South line North 89 Degrees, 02 Minutes, 28 Seconds West 429.56 feet to the Easterly Right-of-way of Missouri State Highway 249, thence along said Easterly Right-of-way North 30 Degree, 05 Minutes, 47 Seconds West 285.95 feet, thence continuing along said Right-of-way North 03 Degrees, 31 Minutes, 55 Seconds East 298.75 feet, thence continuing along said Right-of-way North 02 Degrees, 52 Minutes, 53 Seconds East 172.76 feet, thence South 89 Degrees, 04 Minutes, 09 Seconds East 602.52 feet, thence North 01 Degree, 42 Minutes, 09 Seconds East 566.86 feet to the Southerly Right-of-way of East 20th Street, thence along said South Right-of-way South 88 Degrees, 56 Minutes, 19 Seconds East 337.02 feet to the Westerly Right-of-way of Prosperity Road, thence along said Westerly Right-of-way South 36 Degrees, 41 Minutes, 57 Seconds East 88.54 feet, thence continuing along said Westerly right-of-way South 01 Degrees, 42 Minutes, 09 Seconds West 796.00 feet, thence North 89 Degrees, 04 Minutes, 09 Seconds, West 391.00 feet, thence South 01 Degrees, 38 Minutes, 49 Seconds West 415.79 feet to the Point of Beginning, except any part taken or deeded for road right-of-way being subject to all other easements, rights-of-way, and reservations of record, containing 17.04 acres more or less,

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-253

Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

Dale Mitchell, 2222 W 22nd Street, Joplin, MO. He started the mini storage approximately 20 years ago. He developed the land around that property. We sold half of it off to the Joplin Housing Authority. We would like to connect 23rd Street on through with 5 lots on each side of that street. To the north, we are keeping some of that property for growth in the mini storage. It is a good plan, keeps the mini storage to the north, the 23rd street will be straight into the subdivision and finished up the residential. After this I will be rezoning the R-2 property on the tract to the South back to R-1 just trying to do what's best for the sub-division. In the mini storage he stated he would put pavement, privacy fence between the two. Whatever rules and regulations I need to follow I will. All traffic will exit out of the mini storage through the front gate, which closes at 9:00pm.

Ms. Phillips stated she saw some of the land has been cleared.

Mr. Mitchell stated that the surveyors could not see to survey, so they asked if he could make some holes where the street was going, and I put paths thru there.

Mr. Ramsour asked about the entrance being at 22nd Street and Roosevelt.

Mr. Mitchell stated that is correct. No traffic will be able to go to the subdivision from the mini storage.

Ms. Phillips was talking about the landscaping design that they were looking at. She stated there was Bradford Pear trees all over the place. Bradford Pears are on the NO list for Missouri!

Mr. Mitchell stated that this was just a preliminary so this commission could see an example of what I want to do. The Planning and Zoning and Building who approves this plat will give me input on it.

Ms. Phillips stated that while she was out there, she saw deer. Made me think about all the land disturbance and stormwater issues.

Mr. Ramsour asked if there were any other questions for Mr. Mitchell?

Mr. Kimble stated for his clarity the plan is to bring 23rd Street all the through and part of what you're going to do is develop on the north and south end and join housing that will bring those neighborhoods together. To the north of that neighborhood, you continue with some of the mini storage there.

Mr. Mitchell stated that was correct. The big thing that will help him to the north and why he

purchased that property for was once 23rd Street goes in he will be able to rearrange the water lines and take them north into the mini storage.

Mr. Kimble wanted to know where the additional mini storage units will be built to the north of the new homes that are going to be built on 23rd Street. What kind of surface will it be?

Mr. Mitchell stated that it will be hard surface and probably black top.

Mr. Kimble stated that a flat surface and when it rains where will the water go to?

Mr. Mitchell stated that will all be addressed in the development meeting.

Mr. Stanton mention that he is correct, and the city requires it to be a hard surface, all-weather material usually concrete or asphalt. We are aware of the stormwater issues in that area. At a preliminary meeting with the Engineering Department, they did mention two drainage channels that would have to go in to accommodate run off. They do go through an extensive engineering review. It does get signed off by the stormwater engineer to make sure it is addressed appropriately.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 002-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 002-21 A request to rezone from R-2 (Two-family Residential) to M-2 (Heavy Industrial)

LOCATION Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave.

APPLICANT Dale Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 2.19 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2/R-2	R-1	R-1
Land Use	Vacant	Ministorage/Single-family Residential	School	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 22ND St.	Local	60'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future industrial.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be bounded on two sides by heavy industrial zoning. Typically, residential districts are buffered from industrial by other districts, such as commercial, or by street right-of-way.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 should not be detrimental to the nearby property. Residential districts that are to the West and South of the rezoned property will be protected by zoning code-required buffers of either a 20' berm, fence, and landscape combination or a 20' buffer of natural vegetation.

Stormwater requirements will be required to be met as well. Detention ponds are in place to the North, and runoff will be directed in a way that it will not flood nearby property. This can be accomplished through the use of improved channels and a comprehensive stormwater plan for the property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties, especially residential, will be protected by buffer requirements, among other codes, and stormwater management.

Staff recommends approval of Case 002-21.

ATTACHMENTS

- Application
- Map

M-2

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 002
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Dale E Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

OWNER: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: North Part of Lot 5 Cedar Grove Industrial Park

Present Zoning R-2 Requested Zoning: M-2 Acreage: 2.19 Acres
Present Use of Property: Unimproved

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Storage	M-2
South	Unimproved	R-2
East	Storage	M-2
West	Unimproved	R-1

Character of the Neighborhood: Storage to North - Residential to South

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: No

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: In side storage, streets will be privately owned Fire Lanes.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? See proposed Plat.
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments: See attachment
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

unimproved
_____
_____

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

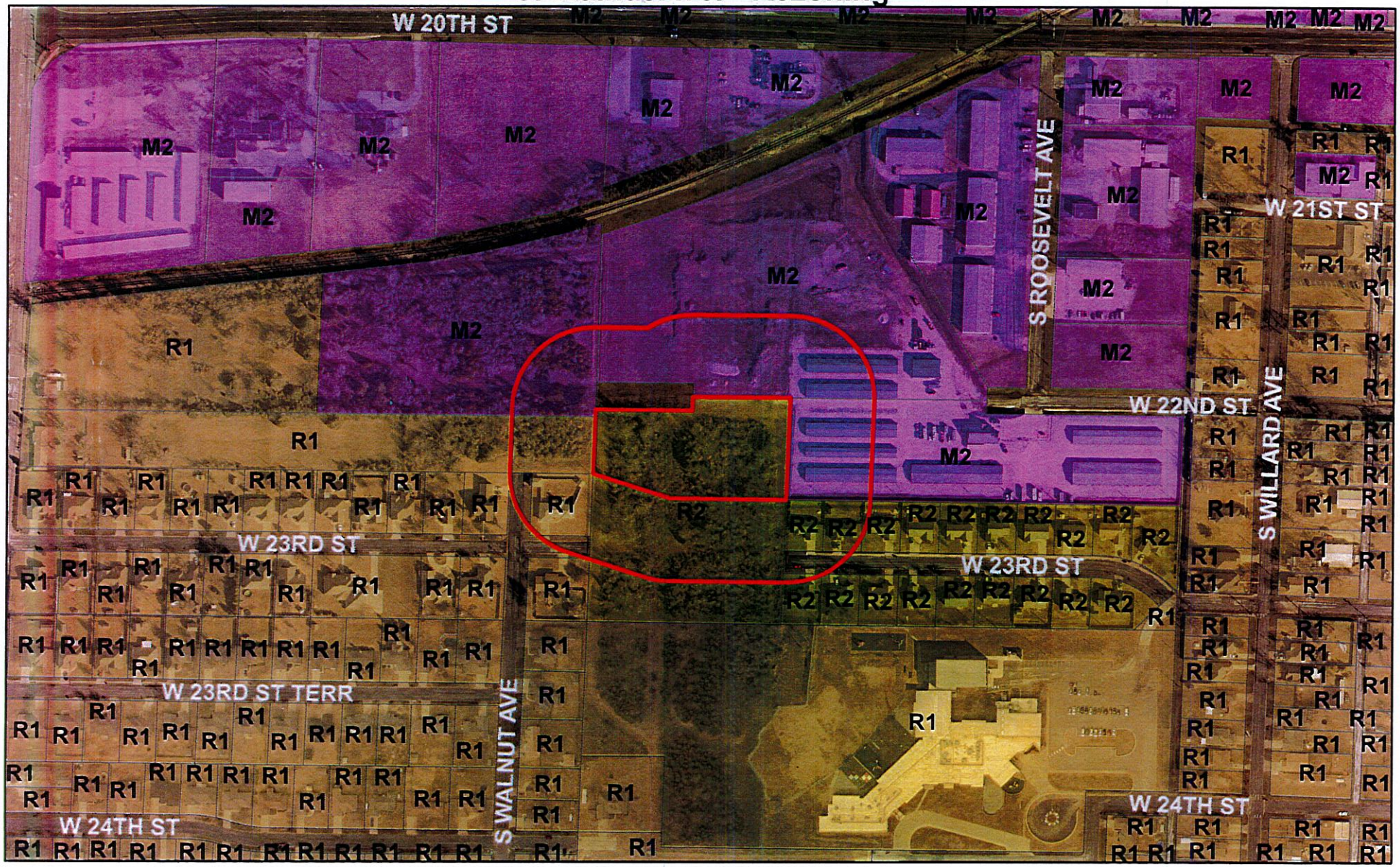
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Dale E Mitchell DATE: 11/18/20

EMAIL: Dale5551@att.net

TITLE: Owner

Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. - Rezoning



Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

Joplin City Limits

0 155 310 620 930 1,240 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-253-Rezone to District M-2

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

BACKGROUND:
The change in zoning to M-2 should not be detrimental to the nearby property. Residential districts that are to the West and South of the rezoned property will be protected by zoning code-required buffers of either a 20' berm, fence, and landscape combination or a 20' buffer of natural vegetation.

Stormwater requirements will be required to be met as well. Detention ponds are in place to the North, and runoff will be directed in a way that it will not flood nearby property. This can be accomplished through the use of improved channels and a comprehensive stormwater plan for the property.

PLANNING & ZONING COMMISSION TESTIMONY:
Dale Mitchell, 2222 W 22nd Street, Joplin, MO. He started the mini storage approximately 20 years ago. He developed the land around that property. We sold half of it off to the Joplin Housing Authority. We would like to connect 23rd Street on through with 5 lots on each side of that street. To the north, we are keeping some of that property for growth in the mini storage. It is a good plan, keeps the mini storage to the north, the 23rd street will be straight into the subdivision and finished up the residential. After this I will be rezoning the R-2 property on the tract to the South back to R-1 just trying to do what's best for the sub-division. In the mini storage he stated he would put pavement, privacy fence between the two. Whatever rules and regulations I need to follow I will. All traffic will exit out of the mini storage through the front gate, which closes at 9:00pm.
Ms. Phillips stated she saw some of the land has been cleared.

Mr. Mitchell stated that the surveyors could not see to survey, so they asked if he could make some holes where the street was going, and I put paths thru there.

Mr. Ramsour asked about the entrance being at 22nd Street and Roosevelt.

Mr. Mitchell stated that is correct. No traffic will be able to go to the subdivision from the mini storage.

Ms. Phillips was talking about the landscaping design that they were looking at. She stated there was Bradford Pear trees all over the place. Bradford Pears are on the NO list for Missouri!

Mr. Mitchell stated that this was just a preliminary so this commission could see an example of what I want to do. The Planning and Zoning and Building who approves this plat will give me input on it.

Mr. Ramsour asked if there were any other questions for Mr. Mitchell?

Mr. Kimble stated for his clarity the plan is to bring 23rd Street all the through and part of what you're going to do is develop on the north and south end and join housing that will bring those neighborhoods together. To the north of that neighborhood, you continue with some of the mini storage there.

Mr. Mitchell stated that was correct. The big thing that will help him to the north and why he purchased that property for was once 23rd Street goes in he will be able to rearrange the water lines and take them north into the mini storage.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 002-21.
Planning & Zoning Commission recommends approval for Case 002-21 (7 Favors, 0 Nays)

ATTACHMENTS:
CB 2021-253, Staff Planning Report, P&Z Commission Minutes

P & Z Case 002-21
Dale Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District M-2:

As a part of Lot Number Five (5) in Cedar Grove Industrial Park, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Beginning at the Northeast Corner of said Lot Number Five (5), thence South 02 Degrees, 01 Minutes, 28 Seconds West along the East line of said Lot Number Five (5) 200.14 feet said point being the Northwest Corner of Lot Number Ten (10) in Edwards's Schoolview Acres, thence North 89 Degrees, 37 Minutes, 15 Seconds West 259.27 feet, thence North 72 Degrees, 28 Minutes, 42 Seconds West 181.64 feet to the West line of said Lot Number Five (5) said point being the Northeast Corner of Lot Number Seventeen (17) in West Village Estates Plat Number Two (2), thence along the West line of said Lot Number Five (5), thence South 89 Degrees, 27 Minutes, 32 Seconds East along the North line of said Lot Number Five (5), 434.00 feet to the Point of Beginning, and all of the South One-half (S1/2) of Vacated 22nd Street adjoining the North line of said Lot Number Five (5) in Cedar Grove Industrial Park in the City of Joplin, Jasper County, Missouri, being subject to all easements, rights-of-way, and reservations of record, containing 2.19 acres more or less.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-254

Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

Dale Mitchell, 2222 W22nd Street, Joplin, MO. Mr. Mitchell stated that this is the second half, the housing side of the request. He is requesting going from R-2 to R-1 because it gives the neighborhood a sense of security. It will not be duplex, it will be residential house, a little upscale. It will all fit in.

Mr. Kimble mentions that when he looks at the R-1 lots to the west and then the R-2 lots to the east, it looks like the R-1 lots are bigger than the R-2 lots. What size will the lots be?

Mr. Mitchell stated the main reason of the discrepancy on the east that is where the water is going to be carried along with some ditching work, easement work and downsized those lots because of the work needing to be done, but they are still good lots for a comfortable size house.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case?

David Fryer, 2309 Walnut Ave, Joplin, MO. If 23rd Street is continued on, would the water situation be taken care of and addressed through stormwater?

Mr. Stanton stated that in the review process when it comes to platting this subdivision that will be addressed through the dedication of easements.

Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 003-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 003-21 A request to rezone from R-2 (Two-family Residential) to R-1 (Single-family Residential)

LOCATION Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave.

APPLICANT Dale Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 2.87 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2/R-2	R-1	R-1
Land Use	Vacant	Ministorage/Single-family Residential	School	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future high-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 23rd St.	Local	60'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future high-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be along an extended W. 23rd St. that has single-family homes to the east and west.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected district in our code, meaning it has the fewest number of allowed uses. This would match the zoning and uses of properties to the east and west.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change from a more-intense zoning to a less-intense zoning.

Staff recommends approval of Case 003-21.

ATTACHMENTS

- Application
- Map

R-1

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 003
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

OWNER: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: South Part of Lot #5 in Cedar Grove Industrial Park

Present Zoning R-2 Requested Zoning: R-1 Acreage: 2.87
Present Use of Property: Unimproved

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	unimproved	R-2
South	unimproved	School Property
East	Housing	R-2
West	Housing	R-1

Character of the Neighborhood: Single family homes to the East and West, Storage to the North, school to south

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: no

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
   yes
2. Consistent with Future Land Use Map?
   yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Will connect 23rd Street together on the East and West, making 23rd a through street.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local ✓
3. Right-of-Way Width: 50 FT
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? yes
2. Properly Sized Street Right-of-Way? yes
3. Drainage Easements? yes
4. Utility Easements: See proposed Plat
   - Electricity? yes
   - Gas? yes
   - Sewers? yes
   - Water? yes
5. Additional Comments: See attachment

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

unimproved

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

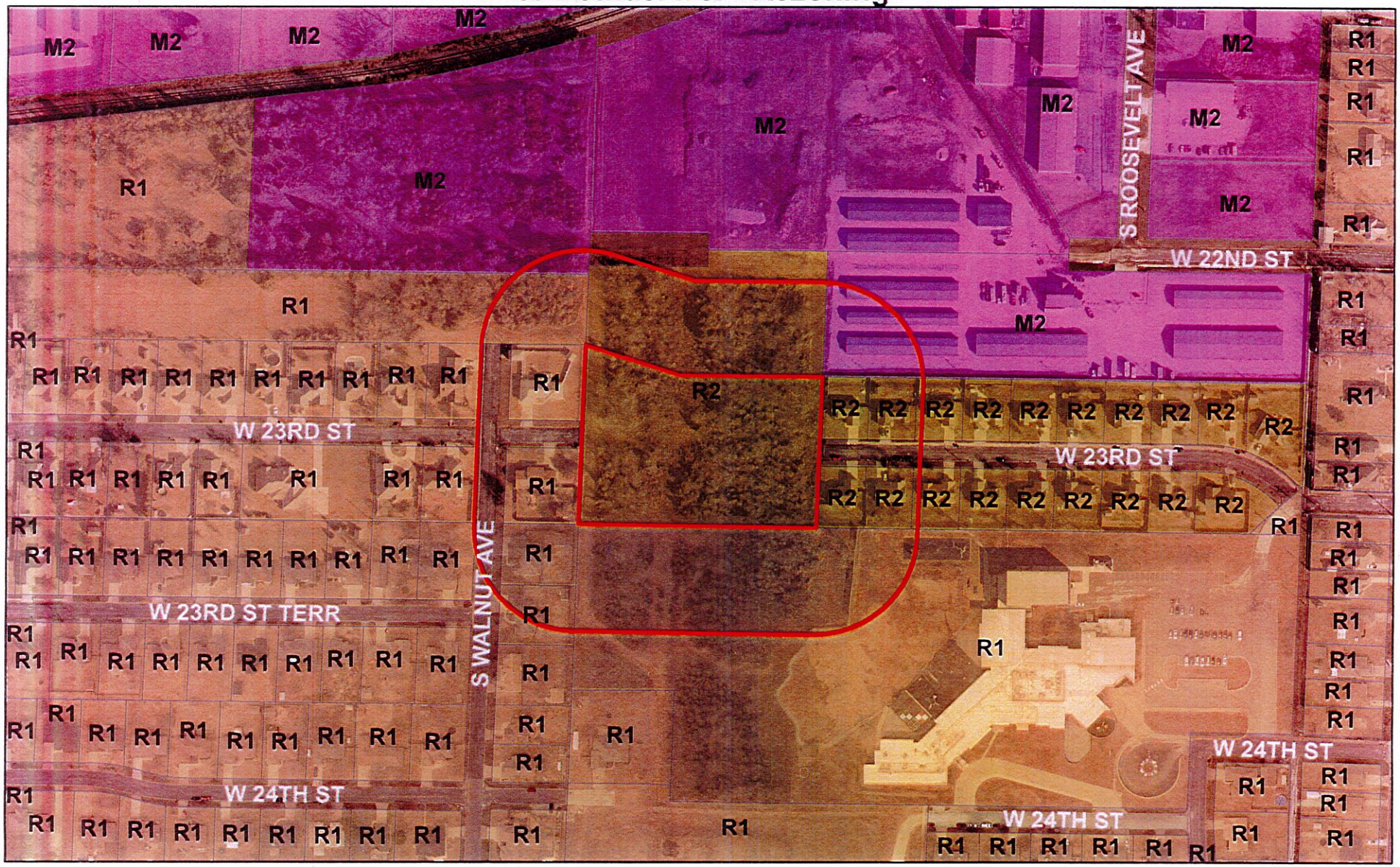
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Dale E Mitchell DATE: 11/18/20

EMAIL: Dale5551@att.net

TITLE: Owner

Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. - Rezoning



Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

Joplin City Limits

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-254-Rezone to District R-1

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

BACKGROUND:
The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be along an extended W. 23rd St. that has single-family homes to the east and west.

PLANNING & ZONING COMMISSION TESTIMONY:
Dale Mitchell, 2222 W22nd Street, Joplin, MO. Mr. Mitchell stated that this is the second half, the housing side of the request. He is requesting going from R-2 to R-1 because it gives the neighborhood a sense of security. It will not be duplex, it will be residential house, a little upscale. It will all fit in.

Mr. Kimble mentions that when he looks at the R-1 lots to the west and then the R-2 lots to the east, it looks like the R-1 lots are bigger than the R-2 lots. What size will the lots be?

Mr. Mitchell stated the main reason of the discrepancy on the east that is where the water is going to be carried along with some ditching work, easement work and downsized those lots because of the work needing to be done, but they are still good lots for a comfortable size house.

PUBLIC COMMENT;
David Fryer, 2309 Walnut Ave, Joplin, MO. If 23rd Street is continued on, would the water situation be taken care of and addressed through stormwater?

Mr. Stanton stated that in the review process when it comes

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 003-21.
Planning & Zoning Commission recommends approval for Case 003-21(7 Favor, 0 Nays).

ATTACHMENTS
CB 2021-254, Staff Planning Report, P&Z Commission Minutes

P & Z Case 003-21
Dale Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

As a part of Lot Number Five (5) in Cedar Grove Industrial Park, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Northeast Corner of said Lot Number Five (5), thence South 02 Degrees, 01 Minutes, 28 Seconds West along the East line of said Lot Number Five (5) 200.14 feet said point being the Northwest Corner of Lot Number Ten (10) in Edward's Schoolview Acres and the Point of Beginning, thence continuing along the West line of said Lot Five (5) South 02 Degrees, 01 Minutes, 28 Seconds West 277.64 feet to the Southeast Corner of said Lot Five (5), thence North 89 Degrees, 37 Minutes, 15 Seconds West along the South line of said Lot Five (5) 434.00 feet to the Southwest Corner of Lot Number Five (5), thence North 01 Degrees, 57 Minutes, 00 Seconds East along the West line of Lot Five (5) 331.19 feet to the Northeast Corner of Lot Number Seventeen (17) in West Village Estates Plat Number Two (2), thence South 72 Degrees, 28 Minutes, 42 Seconds East 181.64 feet, thence South 89 Degrees, 37 Minutes, 15 Seconds East 259.27 feet to the Point of Beginning, being subject to a 20.00 foot drainage easement along the East and West sides thereof and being subject to all other easements, rights-of-ways, and reservations of record. Containing 2.87 acres more or less.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CB 2021-255

Case 004-21: 3300 N. Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

Mr. Eastman abstained from this case.

Gil Stevens, 23 Pheasant Run, Joplin, MO and here on behalf of Brookside Developers, Inc. This piece of property is approximately 16.39 acres, currently zoned as R-3-PD. The purpose of the rezoning is for a relocation of a business, The Metro Builders Supply. They would like to build a new facility approximately 9,000 sq. ft., which would be a 2,500 sq. ft. show room and the remainder would be a warehouse. Future development to the west for other commercial use. There is a single-family residence on the property now and will be torn down.

Mr. Ramsour wanted to know if this request was just the rezoning of the eastern part of this property?

Mr. Stevens stated there is going to be approximately 2.39 acres to the west which is currently zoned R-3 to stay R-3 for future development of R-3 development, as a buffer because there are single family residences to the west of that property line.

Mr. Ramsour asked if there were any questions for Mr. Stevens? There were not any other questions from the Commissioners. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. KIMBLE THAT CASE 004-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" AND MR. EASTMAN ABSTAINED. (6 IN FAVOR, 1 ABSTAIN).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-255-Rezone to District C-3-PD

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 004-21: 3300 N. Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

BACKGROUND:
The current zoning of R-3-PD is suitable in this area. Apartment and multi-family complexes are appropriate along major corridors such as Range Line Rd. Apartment and multi-family uses can mix with commercial zoning and uses, however, this works best with lower-intense commercial uses in the C-O and C-1 range rather than the C-3.

The change in zoning to C-3 will not be detrimental to nearby property. Range Line Rd. is a major arterial corridor and this zoning is appropriate and its uses expected along corridors such as these. Residential properties, particularly to the West and North will be protected through the buffer requirements of the zoning code.

PLANNING & ZONING COMMISSION TESTIMONY:
Gil Stevens, 23 Pheasant Run, Joplin, MO and here on behalf of Brookside Developers, Inc. This piece of property is approximately 16.39 acres, currently zoned as R-3-PD. The purpose of the rezoning is for a relocation of a business, The Metro Builders Supply. They would like to build a new facility approximately 9,000 sq. ft., which would be a 2,500 sq. ft. show room and the remainder would be a warehouse. Future development to the west for other commercial use. There is a single-family residence on the property now and will be torn down.

Mr. Ramsour wanted to know if this request was just the rezoning of the eastern part of this property?

Mr. Stevens stated there is going to be approximately 2.39 acres to the west which is currently zoned R-3 to stay R-3 for future development of R-3 development, as a buffer because there are single family residences to the west of that property line.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for case 004-21.
Planning & Zoning Commission recommends approval for Case 004-21 (6 Favor, 0 Nays, 1 Abstain).

ATTACHMENTS
CB 2021-255, Staff Planning Report, P&Z Commission Minutes

P & Z Case 004-21
Brookside Developers, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-255 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

As all of the North One-half (N1/2) of the South one-half (S1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and the South 5 Acres of the North one-half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), all in Section 25, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, except beginning at a point on the West right-of-way line of Highway 71, said point being 66.00 feet West and 330.00 feet North of the Southeast Corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 25, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, thence North along the West right-of-way lien of said Highway 71, 150.00 feet, thence North 89 Degrees, 47 Minutes, 45 Seconds West 250.00 feet, thence South 150.00 feet, thence South 89 Degrees, 47 Minutes, 45 Seconds East 250.00 feet to the Point of Beginning, and except any part taken or deeded for road purposes.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 004-21 A request to rezone from R-3-PD (Apartment House Planned Development) to C-3 (Commercial)

LOCATION 3300 N. Rangeline Rd.

APPLICANT Brookside Developers, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3-PD	Vacant	Approx. 16.39 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1/R-3-PD	R-1
Land Use	Single-family Residential	Vehicle Sales/Vacant	Retail/Farm Sales	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial and high-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Rangeline Rd.	Arterial	100'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial and high-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-3-PD is suitable in this area. Apartment and multi-family complexes are appropriate along major corridors such as Rangeline Rd. Apartment and multi-family uses can mix with commercial zoning and uses, however, this works best with lower-intense commercial uses in the C-O and C-1 range rather than the C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to nearby property. Rangeline Rd. is a major arterial corridor and this zoning is appropriate and its uses expected along corridors such as these. Residential properties, particularly to the West and North will be protected through the buffer requirements of the zoning code.

In addition, it should be noted that the entirety of this property is not to be rezoned to C-3. The request and map does show that a portion in the West of the property is to remain R-3-PD for future residential development.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change and will be protected through the buffer requirements of the zoning code.

Staff recommends approval of Case 004-21.

ATTACHMENTS

- Application
- Map

RECEIVED
12-4-20

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 004
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Brookside Developers, Inc PHONE: 417-839-9008
ADDRESS: 2025 West Sunshine Suite 132 Springfield, MO ZIP: 65807

OWNER: Rosalie M Bant Trust C/O Norman Rauch Trustee PHONE: 417-782-2222
ADDRESS: 5957 E 20th Street Joplin, MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 3300 North Rangeline
Joplin, MO. 64801

Present Zoning R3-PD Requested Zoning: C3 ~~PD~~ Acreage: 16.39
Present Use of Property: Vacant Land with Exception of house that will be removed

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family	R-1
South	Joplin Pool & Spa + Anderson Car & Tractor Co-op	R-3 PD, C-1, R-1
East	Car Credit, 3 Vacant Lots	C2, C3, C3, C3
West	Single Family Homes	R-1

Character of the Neighborhood: Most of Property is Commerical Use or Zoned for Commerical Use

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: In order to use the property for relocation of Metro Appliance and more

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Range Line Rd.
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 100'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

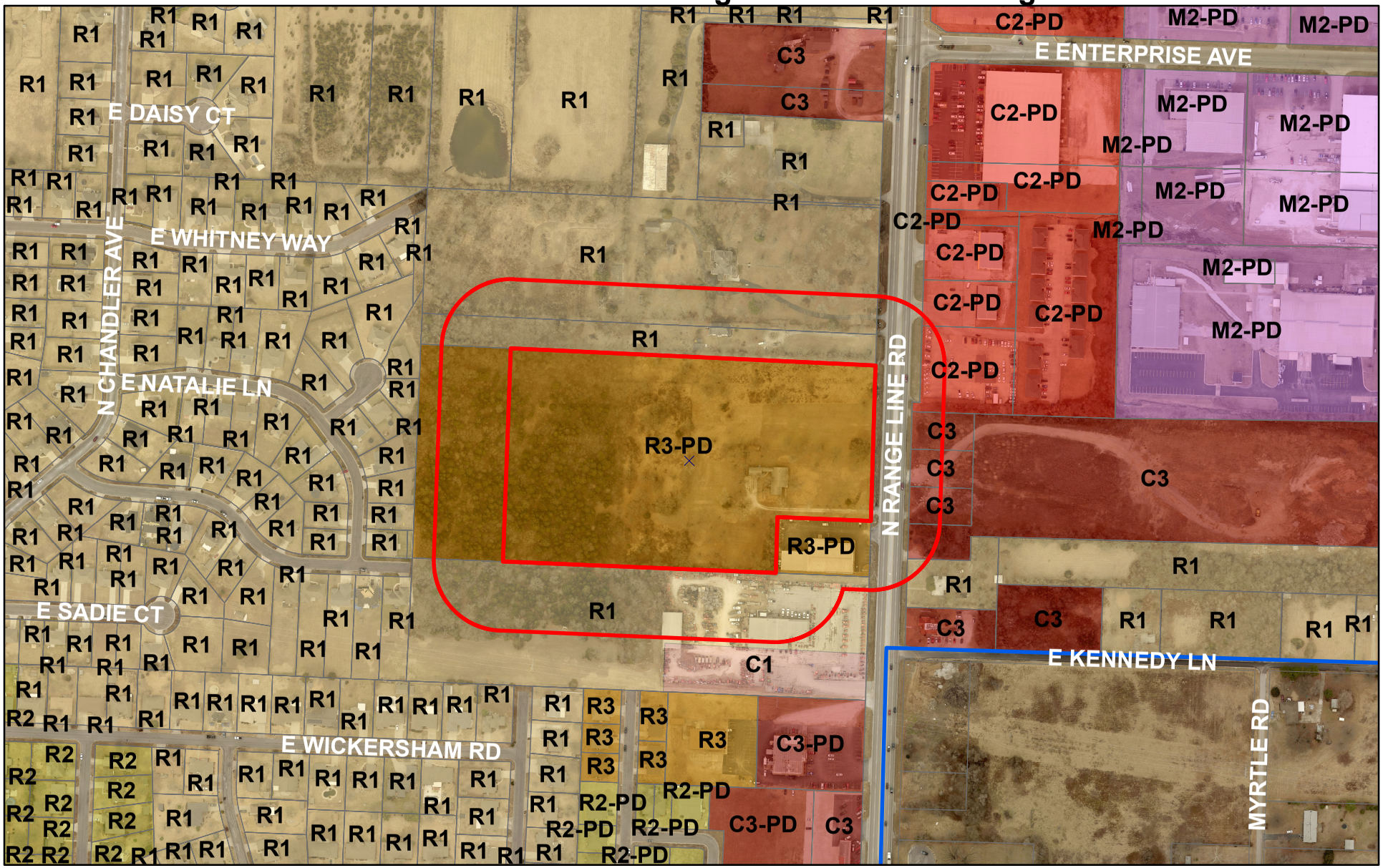
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 12/2/20

EMAIL: coff associates@sbcglobal.net

TITLE: President of Brookside Developers, Inc.

Case 004-21: 3300 N. Rangeline Ave. - Rezoning

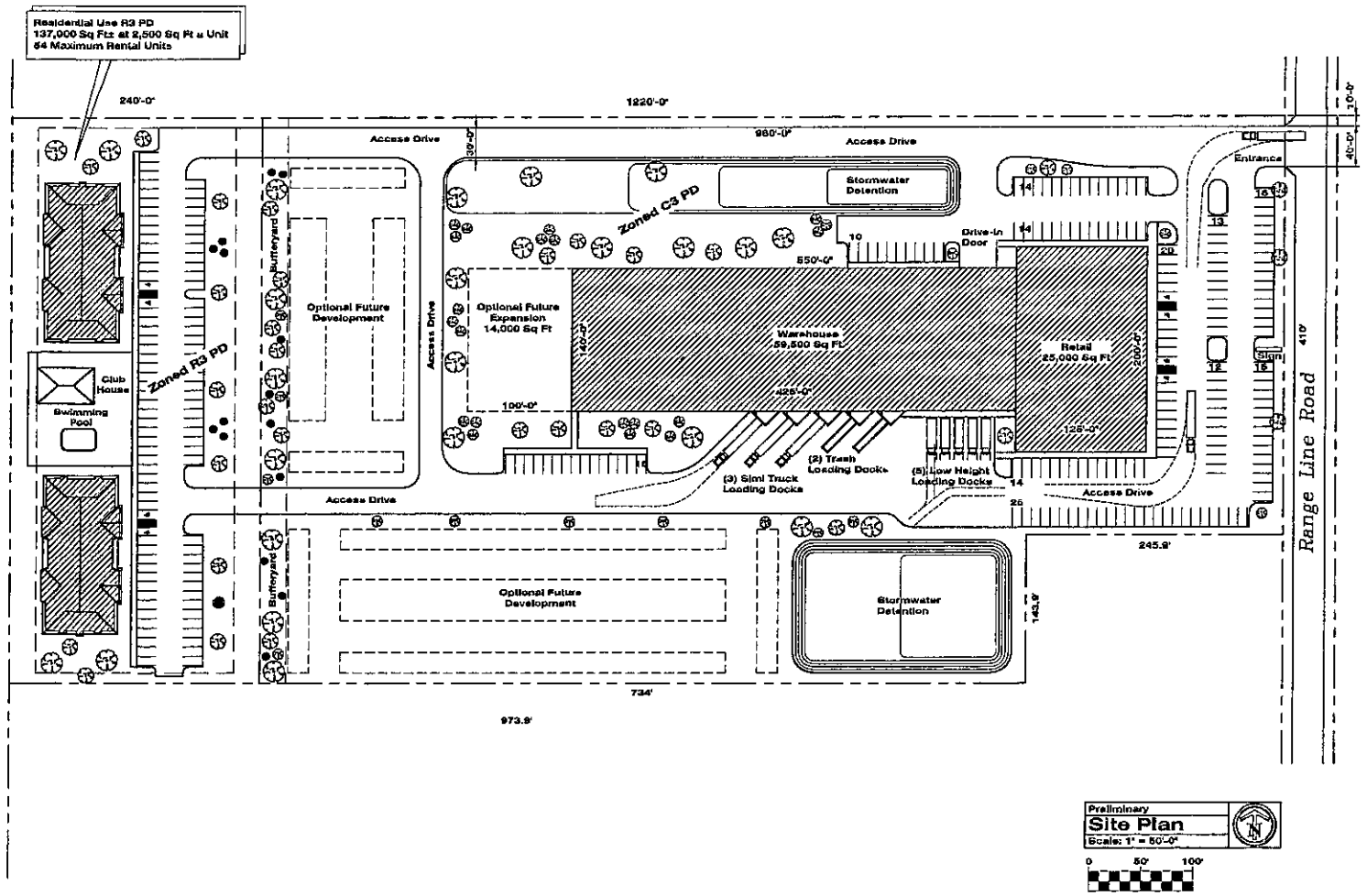


Case 004-21:3300 N. Rangeline Ave. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

Joplin City Limits

0 187.5 375 750 1,125 1,500 Feet

N



Preliminary
Site Plan
Scale: 1" = 50'-0"

0 50' 100'

Revisions

Specifications:

Proposed Building
25,000 Sq Ft Retail
59,500 Sq Ft Warehouse
84,500 Sq Ft Total Building Area

Parking:
Retail 25,000 Sq Ft at 200 Sq Ft ± Space
125 Parking Spaces
Warehouse One Space for Each 2 Employees
30 Employees/2 = 15 Parking Spaces
Total 140 Parking Spaces Required
168 Parking Spaces Provided

Preliminary Only
NOT FOR CONSTRUCTION

Architect's Seal

JAMES B. O'DONNELL III
ARCHITECT

203 North Main Avenue
Republic, Mo 65738
(417) 732-9697
joarchitect@sbcglobal.net

James B. O'Donnell II Architect
Registration No. A-007790

Project:
Preliminary Plan for
Metro Appliance and More
Range Line Road
Joplin, Missouri

Sheet Description:
Preliminary Site Plan

Date: November 23, 2020
Drawing: 20-131 SP
Job Number: 20-131
Sheet Number: **S1.0**

The Drawings, Specifications and ideas incorporated herein as instruments of service are and shall remain the property of the Architect. The use of these documents shall be limited to the original site for which they were prepared, and publication thereof is restricted to that purpose. No part, parts, and use on other projects, additions or alterations

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-256-Rezone to District R-1

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager – Nicholas Edwards.

SUMMARY REQUEST:
Case 005-21: 4409 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

BACKGROUND:
The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Bemo, 4409 Swede Ln, Joplin, MO. Applicant request to strike this case from the agenda.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends striking Case 005-21 (7 Favor, 0 Nays).

ATTACHMENTS
CB 2021-256, Staff Planning Report, P&Z Commission Minutes

CB 2021-256

Case 005-21: 4409 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Alan Bemo, 4409 Swede Ln, Joplin, MO. Applicant request to strike this case from the agenda. Due to an error on the application the case was not advertised correctly.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 005-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION TO STRIKE. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR).

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 005-21 A request to rezone from M-1-PD (Restricted Industrial Planned Developmetn) to R-1 (Single-family Residential)

LOCATION 4409 Swede Ln.

APPLICANT Alan Bemo

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-1-PD	Single-family Residential	Approx. 3.04 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-1	M-1-PD	M-1-PD
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Swede Ln.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr., as shown in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 005-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 025
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date:
City Council Date:

APPLICANT: Alan Bemo PHONE: 417 499 5083
ADDRESS: 4409 Swede Ln., Joplin ZIP: 64801
EMAIL: alienonearth@ps mail.net
OWNER: Alan Bemo PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: ~~4409 & 4409~~ 4409 Swede Cove
LEGAL DESCRIPTION: South Half of lot 3 and North 44.00' of lot 4 in Midway Gardens, as shown in Plat Book 3 at page 196. Containing 3.04 acres.

Present Zoning M1-PD Requested Zoning: R1 Acreage: 3.04 acres
Present Use of Property: pasture
Proposed Use of Property: residence

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R2 duplex	R2
South	M1-PD pasture	M1-PD
East	R1 housing	R1
West	M1-PD Presently rezoning to R1 house + pasture	

CHARACTER OF THE NEIGHBORHOOD: Quiet rural setting. Neighbors enjoy walking & enjoy wildlife.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Want to build a home here (My daughter) but cannot-zoned M1P

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

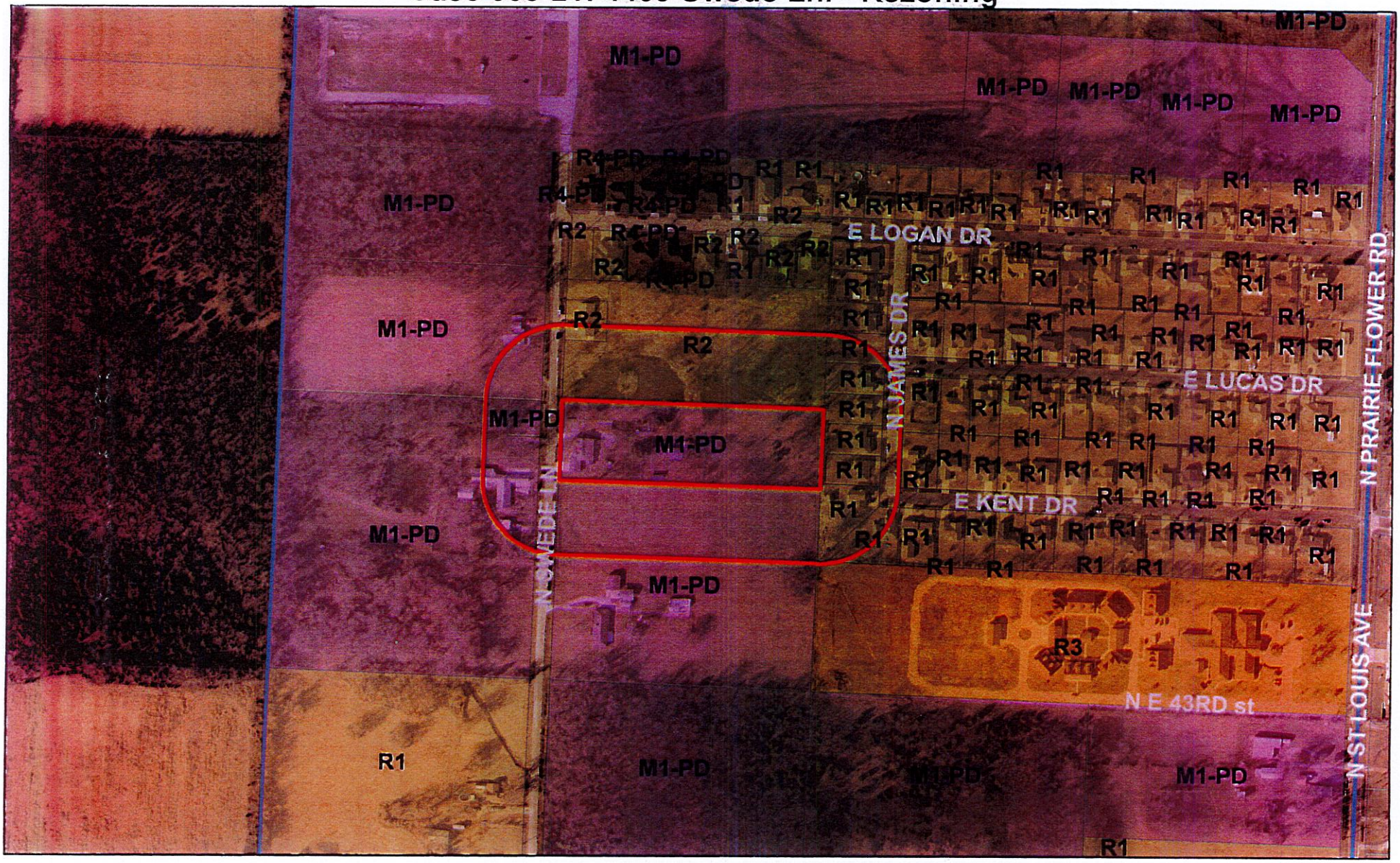
_____
_____
_____

SIGNATURE: _____ DATE: 12/16/2020

BY: _____

TITLE: _____

Case 005-21: 4409 Swede Ln. - Rezoning



Case 005-21: 4409 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

P & Z Case 005-21
Alan Bemo
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2021-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4409 Swede Ln., City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

As a tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows: All of the South Half of Lot 3 and the North 44.00' of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196. Containing 3.04 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-ways of record.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-257

Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Alan Bemo, 4409 Swede Ln., Joplin, MO. Mr. Bemo stated there is a residence there on the property, which is a rental and a family is living there. There is the old Joplin Humane Society building. Demolition of the two (2) kennels, which is attached to the front and the back has been done. Now it is the main office building. He wants to renovate that building into a residential home. Facing the street Swede Ln., eventually he will build residential homes.

Mr. Ramsour asked if the Commissioners had any questions? There were none. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 006-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 006-21 A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-family Residential)

LOCATION 4330 & 4400 Swede Ln.

APPLICANT Alan Bemo

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-1-PD	Single-family Residential	Approx. 9.32 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1-PD	M-1-PD	R-1	Out of City Limits
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Swede Ln.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr., as shown in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 006-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 33L
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Alan Bemo PHONE: 417 499 5083
ADDRESS: 4409 SWEDE LN. JOPLIN, MO ZIP: 64801

OWNER: Jonathan Bemo PHONE:
ADDRESS: 2083 67th Ave. S., St. Petersburg, FL ZIP: 33712

LOCATION/ADDRESS OF PROPERTY: 4330 & 4400 Swede Ln, Joplin, 64801

Present Zoning M1-PD Requested Zoning: R1 Acreage: 9.32
Present Use of Property: residence, Storage Building, pasture

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	residence + pasture	M1-PD
South	residence + pasture	
East		M1-PD currently changing to R1 ?
West	undeveloped woods - Airport Drive	

Character of the Neighborhood: In the past it ~~was~~ was all M1-PD with only 5 residences on Swede Lane. It has been changing to R1. a quiet rural setting with Deer, & turkeys.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: I want to improve property to residence but cannot as zoned.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Swede Ln.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ✓
3. Right-of-Way Width: Paved street 25' wide with 7' right of-way
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

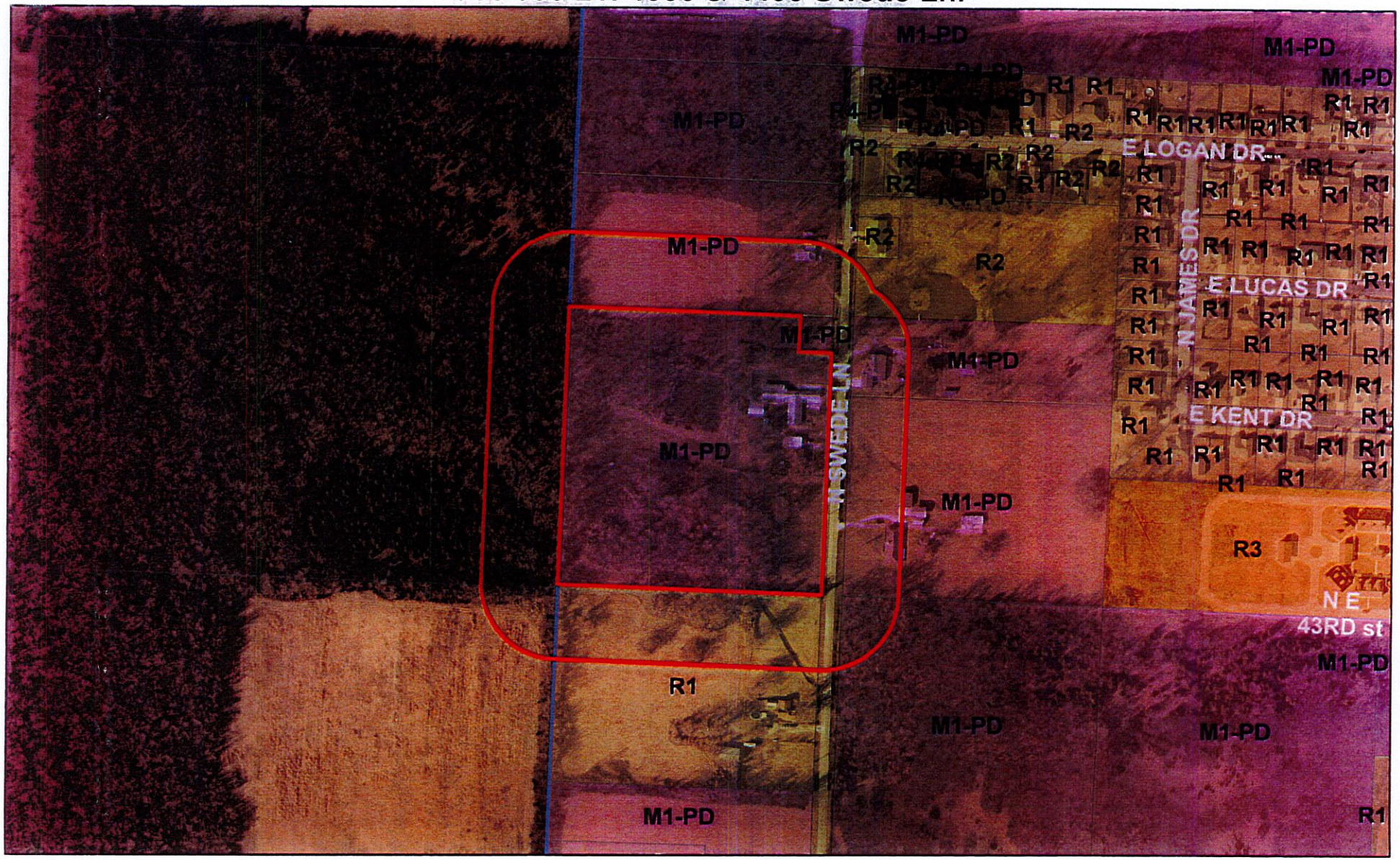
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: [signature] DATE: 12/16/2020

EMAIL: alienonearth@psmail.net

TITLE: _____

Case 006-21: 4330 & 4400 Swede Ln.



Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-257-Rezone to District R-1

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

BACKGROUND:
The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Bemo, 4409 Swede Ln., Joplin, MO. Mr. Bemo stated there is a residence there on the property, which is a rental and a family is living there. There is the old Joplin Humane Society building. Demolition of the two (2) kennels, which is attached to the front and the back has been done. Now it is the main office building. He wants to renovate that building into a residential home. Facing the street Swede Ln., eventually he will build residential homes

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for case 006-21.
Planning & Zoning Commission recommends approval for Case 006-21 (7 Favor, 0 Nays).

ATTACHMENTS
CB 2021-257, Staff Planning Report, P&Z Commission Minutes

P & Z Case 006-21
Alan Bemo
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

Lots 13 & 14 of Midway Gardens except the North 90' of the East 75'

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JANUARY 19, 2021
MEETING MINUTES

CALL TO ORDER

The January 19, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Abigail Surbrugg presented an update of Joplin High School events and activities.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

COVID-19 Needs/Assessment Update: presented by Finance Director Leslie Haase. The overview included possible future Covid-19 service needs; reimbursement status of County Cares Funds; possible Covid-19 funding sources beyond December 31, 2020; estimated costs of future service needs; and Next Steps.

Health Department Update: presented by Health Director Ryan Talken. Mr. Talken stated there is an average of 24 Covid cases per day; to date, there have been 5,229 positive Covid cases confirmed in Joplin; 27 Joplin residents are currently hospitalized with a total combined hospital occupancy of 58. Mr. Talken stated the numbers have flattened a bit, but to continue following the CDC guidelines for prevention. The State's vaccine distribution plan is divided into priority phases due to a limited supply of the vaccine. Currently, the plan is at Phase 1B -Tier 1. There are 25 sites in the Joplin area that are authorized to administer the vaccine as it becomes more available.

News from Public Information Officer Lynn Onstot

The City's tree limb and brush drop-off site will open every third Saturday, starting on Saturday, February 20, from 8:30 a.m. to 2 p.m. This program will be open the third Saturday of the month from February through October. The site is located at 1702 North Schifferdecker Avenue, about a half mile north of Belle Center Road on the west side of Schifferdecker. Joplin residents always have the option to put limbs out with their residential trash service through Republic Services. Limbs should be cut to four feet maximum and bundled, weighing no more than 50 pounds.

DRAFT

The City of Joplin and Jasper County Health Departments announce a community COVID-19 testing site will be offered on Friday, January 22 at Access Family Care, 530 S. Maiden Lane in Joplin. Testing will be done from 9 a.m. to 1 p.m. on Friday, January 22, 2021. According to the Missouri Department of Health and Senior Services, Missouri residency is the only requirement; individuals do not have to live in the county in which they are tested, and they do not have to be experiencing symptoms. Missouri residents who wish to be tested with an anterior nasal swab to determine if they have an active COVID-19 infection can do so at no cost to the individual. Missourians can register online for testing events at health.mo.gov/communitytest and click on this date and location option.

And as a reminder for the vaccine: Citizens should watch for future announcements about vaccination opportunities in our area. The City's Health Department has not received vaccine yet, however, the department is working with their healthcare partners in planning vaccination clinics. As vaccine is shipped to our area, the City's Health Department, along with Jasper County Health Department will announce details of the clinics, as some of the logistics are still being finalized. The vaccines will be given to individuals qualifying in the tier groups identified by the State of Missouri in their vaccination plan. Missouri's phased approach to vaccinating citizens allows us to protect the most vulnerable among us, as well as populations who work to keep our communities safe and thriving during an emergency. For more information about the plan, go to MoStopsCovid.com**.** Once the City knows the schedules and specific details of vaccine opportunities, we'll be putting those out to the public. We appreciate everyone's patience.

For more information about these or other happenings at the City, check out our website at joplinmo.org.

CITIZEN REQUESTS AND PETITIONS
Tom Robertson requested to speak on the Essential Air Service for Joplin. He asked the city council to reconsider using American Airlines as the EAS for Joplin.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2021-502
Mayor Stanley opened the Public Hearing.

No one appeared in favor of, or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-502 - an ordinance approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and rescinding Ordinance No. 2020-205. The council bill will be discussed under Emergency ordinances.

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Minutes of the January 4, 2021 City Council meeting.

COUNCIL BILL NO. 2021-103 - an ordinance approving an agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance 2021-004**.

COUNCIL BILL NO. 2021-250 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-005**

COUNCIL BILL NO. 2021-251 - an ordinance providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-006**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-100

Mr. Cortez introduced Council Bill No. 2021-100 - an ordinance authorizing an agreement by and between the City of Joplin and Emery Sapp and Sons, Inc., for Phase 2 Project 1 Reconstruction of the South 3,000 Feet of Runway 18-36 and Replace Adjacent Runway Lights at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-100 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-007**

COUNCIL BILL NO. 2021-101

Mr. Copple introduced Council Bill No. 2021-101 - an ordinance authorizing the approval of the Missouri Department of Transportation (MoDOT) Grant Second Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2021-101 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-008**

COUNCIL BILL NO. 2021-102

Mr. Lawson introduced Council Bill No. 2021-102 - an ordinance authorizing the acceptance of a Missouri Department of Transportation (MoDOT) Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2021-102 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-009**

COUNCIL BILL NO. 2021-105

Mr. Shaw introduced Council Bill No. 2021-105 - an ordinance authorizing an amendment of Work Authorization AMA-OC20-012 between the City of Joplin and Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Forty Eight Thousand and 00/100 Dollars ($48,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Improvements, on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2021-105 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-010**

COUNCIL BILL NO. 2021-501

Mr. Cortez introduced Council Bill No. 2021-501 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2021-501 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-011**

COUNCIL BILL NO. 2021-502

Mr. Shaw introduced Council Bill No. 2021-502 - an ordinance approving an Amended Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and rescinding Ordinance No. 2020-205; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2021-502 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-012**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-104

Mr. Monteleone introduced Council Bill No. 2021-104 - an ordinance approving an agreement with Waste Corporation of Missouri LLC (WCA) to provide trash and solid waste removal at city buildings and facilities. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2021-104 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-104**

COUNCIL BILL NO. 2021-400

Mr. Copple introduced Council Bill No. 2021-400 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2021-400 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-400**

COUNCIL BILL NO. 2021-401

Mr. Monteleone introduced Council Bill No. 2021-401 - an ordinance authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2021-401 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-401**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

Mr. Copple asked City Manager Edwards to provide more information regarding the Essential Air Service agreement with SkyWest; specifically, the background and methodology on how the decision was made to use SkyWest. Mr. Edwards stated he would provide a response to the concerns that were presented.

Mr. Stinnett echoed Mr. Copple's concern regarding clarification of whether accumulated airline points from American Airlines can be transferred to United Airlines. Mr. Stinnett also commented on the limb drop-off process and the possibility of extending the hours of service.

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Lawson, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:29 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-104
An Agreement for City Services Trash Removal

MEETING DATE
January 19, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-104 Ordinance; Agreement, WCA Proposal Submittal; Bid Summary and Cost Analysis

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and Waste Corporation of Missouri LLC (WCA)

BACKGROUND
This Council Bill approves an agreement with WCA for the solid waste collection and disposal services with the City of Joplin from specified city owned buildings and facilities. Besides city facilities, the service also includes the hauling and dumping of roll-off containers, containing leaves/grass clippings/tree limbs/brush, from any future designated locations to the city compost facility, tree limb processing site, or at a yet to be determined location. The agreement is for three years from April 1, 2021 and ending March 31, 2024. The agreement can be extended an additional year if both parties agree. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period.

FUNDING SOURCE
All city funding sources using services

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

BID TABULATION

PROJECT: RFP 102-2020 City Services Trash
DATE OF BID OPENING: 8 December 2020

CONTRACTOR	TOTAL BASE BID
WCA	$5,700.04
C&R Disposal	$7,486.00
Jordan Disposal	$10,362.16

COST ANALYSIS OF PROPOSALS

CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #102-2020

C&R Disposal

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$8.50	44	$374.00	
4 cubic yard	$11.50	440	$5,060.00	
6 cubic yard	$13.50	24	$324.00	
40 cubic yard	$125.00	2	$250.00	plus 45 per ton
90 gallon cart	$2.50	56	$140.00	
2 cubic yard for sanitary sewer	$10.50	84	$882.00	
4 cubic yard for sanitary sewer	$13.50	20	$270.00	
6 cubic yard for sanitary sewer	$15.50	12	$186.00	
			$7,486.00	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Jordan Disposal

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$13.00	44	$572.00	
4 cubic yard	$16.50	440	$7,260.00	
6 cubic yard	$19.00	24	$456.00	
40 cubic yard	$125.00	2	$250.00	plus 60 per ton
90 gallon cart	$3.11	56	$174.16	
2 cubic yard for sanitary sewer	$13.00	84	$1,092.00	
4 cubic yard for sanitary sewer	$16.50	20	$330.00	
6 cubic yard for sanitary sewer	$19.00	12	$228.00	
			$10,362.16	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

WCA

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$6.63	44	$291.72	
4 cubic yard	$8.84	440	$3,889.60	
6 cubic yard	$13.75	24	$330.00	
40 cubic yard	$75.00	2	$150.00	plus 45 per ton
90 gallon cart	$2.50	56	$140.00	
2 cubic yard for sanitary sewer	$6.63	84	$556.92	
4 cubic yard for sanitary sewer	$8.84	20	$176.80	
6 cubic yard for sanitary sewer	$13.75	12	$165.00	
			$5,700.04	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Republic Services declined to submit a proposal.



CITY OF JOPLIN

PROPOSAL FOR JOPLIN MUNICIPAL SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

December 8 2020

December 8, 2020

City of Joplin
Lynden Lawson- Asst. Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #102-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial three (3) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-849-6988, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

Max Murray

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

BID SUBMITTED BY

Waste Corporation of Missouri LLC

Name and Address of Proposer:

Waste Corporation of Missouri LLC
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650
TIN 76-0657707

Authorized Representative:
Randy Thompson – Region I
District Manager, Missouri South
417-851-1915
rthompson@wcamerica.com

Contact for RFP:
Max Murray
Municipal Marketing
417-849-6988, fax 417-832-0650
mmurray@wcamerica.com

Service Contact:
Bryan Franks
Assistant District Manager
3700 West 7th Street
Joplin, MO 64802
417/866-9537
bfranks@wcamerica.com

Dan Boley
Joplin Hauling Manager
3700 W. 7th Street
Joplin, MO 64802
800-747-7701
dboley@wcamerica.com

1

LETTER OF TRANSMITTAL

Randy Thompson

Certificate of Authority

2

OVERVIEW

Corporate Structure

Missouri-South Summary

Staffing

Scope of Work

Litigation

3

TECHNICAL INFORMATION

Section 3. B. 1

Section 3. B. 2. a

Section 3. B. 2. b

Section 3. B. 2. c

4

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES AND EXPENSES

5

FINANCIAL STATEMENT

PROPRIETARY & CONFIDENTIAL

6

MISC FORMS: Notarized Affidavit of Compliance, E-Verify, Certificate of Good Standing, W-9, Equipment, References, Facilities, Licenses and Certificates of Insurance

7

CITY OF JOPLIN

ADDENDUMS TO RFP #102-2020

8

TAB 1

Letter of Transmittal

Secretary's Certificate

December 8, 2020

City of Joplin
Attn: Lynden Lawson
Asst. Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the City of Joplin for waste hauling and disposal services for the Joplin Municipal Facilities. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the community's needs.

As WCA's District Manager for Missouri-South, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It is our promise to you that we will uphold the stringent standards that the City and Staff expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into any new marketplace we anticipate expanded challenges in improving our labor performance and adherence to service standards as expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the facilities of the City of Joplin.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a professional Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise. With WCA's current Hauling Facility located in the City of Joplin, our emergency response services are fast and effective as proven by our performance following the Joplin Tornado in May of 2011. WCA worked hand in hand with FEMA to construct and operate an open-air transfer station to perform emergency recovery services for the Community.

I want to thank you for the opportunity to be of service to the City of Joplin as well as the opportunity to build a long-lasting partnership with the City.

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri.

After reviewing our proposal, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the City of Joplin into the future. Should there be any questions regarding our response, we would welcome the opportunity to answer any questions.

Sincerely,

Randy Thompson
District Manager WCA MO-South
Waste Corporation of Missouri, LLC

CERTIFICATE OF AUTHORITY.

WASTE CORPORATION OF MISSOURI, LLC

OFFICER'S CERTIFICATE

September 10, 2020

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected and qualified (i) Vice President, General Counsel and Secretary of Waste Corporation of Missouri, LLC, a Delaware limited liability company that is authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("WCA - Missouri"), (ii) Senior Vice President – General Counsel and Secretary of WCA Waste Corporation, a Delaware corporation and the parent company of WCA – Missouri ("Parent"), and (iii) Vice President, General Counsel and Secretary of WCA Waste Systems, Inc., a Delaware corporation and the sole member of WCA – Missouri ("Waste Systems").

The undersigned further certifies that:

1. WCA – Missouri is a wholly-owned subsidiary of Parent and Waste Systems.

2. Parent and Waste Systems conduct their solid waste collection, disposal and recycling business in the State of Missouri through and under WCA – Missouri.

3. Randy Thompson has been duly appointed and qualified and is currently serving as a District Manager of WCA – Missouri and, in such capacity, Mr. Thompson is an authorized agent and representative of WCA – Missouri (as well as Parent and Waste Systems) with respect to all business activities and contractual matters of WCA – Missouri.

4. Pursuant to resolutions duly adopted by Waste Systems, as the sole member of WCA – Missouri, and in accordance with WCA – Missouri's Operating Agreement, Mr. Thompson has been duly authorized and empowered to negotiate, enter into and execute, in the name and on behalf of WCA – Missouri, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of WCA – Missouri, Parent and Waste Systems in connection with operations and activities of WCA – Missouri in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of WCA – Missouri, Parent and/or Waste Systems in connection with any municipal bids or RFPs in the State of Missouri.

5. As is common in a holding company organizational structure, Waste Systems performs consolidated billing, collection, cash management and banking services for Parent's subsidiaries, including the billing and collection of amounts owed to WCA – Missouri under municipal contracts pursuant to which WCA – Missouri performs solid waste collection, disposal and recycling services. Accordingly, any invoices or other billing statements from Waste Systems and all payments made to Waste Systems pursuant to such invoices and other billing statements are and will be deemed valid and authorized invoices from and payments to WCA - Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of September, 2020.

By: _____
Name: Michael A. Roy
Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

TAB 2

OVERVIEW

Corporate Structure WCA

Missouri-South Summary

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Litigation

WCA Waste Corporation



WCA Company History:

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable, and dedicated Corporate based staff. As of January 1, 2019, WCA is providing services to over 650,000 residential, commercial, industrial customers. With over 950 collection trucks with 1,700 employees, WCA owns and operates 21 landfills, 28 transfer stations, 5 energy recovery stations, and 33 collection facilities in 11 states as well as 2 fully operational MRF's.



WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and includes two beautiful lakes. WCA takes pride in giving back to the communities it serves and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity- backed consolidators and privately-held family operations.

WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



Relevant Developer Experience

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).



Missouri-South Management Summary:

Randy Thompson – District Manager – Missouri - South

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience encompassing transfer station operations, hauling company operations, and landfill operations. Randy is responsible for multiple municipal solid waste landfills, transfer stations, and hauling companies providing solid waste collection, recycling and disposal services throughout Missouri, Kansas, Kentucky, and Tennessee. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

Bryan Franks – Assistant District Manager / Municipal Liaison Missouri - South

Bryan is the District Operations Manager of WCA Waste Corporation's Missouri South District. Bryan has over 13 years experience in the waste disposal industry with professional experience managing hauling operations, transfer stations, landfill operations, material recycling facilities, and municipal contracts. As the District Operations Manager, Bryan is responsible for 2 municipal solid waste landfills, 6 transfer stations, and 5 solid waste hauling divisions providing solid waste collection, recycling and waste disposal services. Bryan's experience in the waste industry began with Republic Services and later with Clean Harbors.

Lana Alderdice – District Sales Manager of Missouri South & Kentucky Districts

Lana is the District Sales Manager which covers marketplaces in Missouri, Kansas, Kentucky, and Tennessee. Lana's experience includes over 25 years of solid waste industry experience in various positions. Lana is responsible for directing the development of Sales and Marketing initiatives across the District and for maintaining relationships with both Municipal and Open Market customers. Lana's experience in the waste industry began with United Waste and has continued to include sales managerial positions with USA Waste and Republic Services. Lana has completed numerous continuing education courses ranging from those specific to

the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

Max Murray – Municipal Marketing Manager

Max Murray has been involved in the waste industry for 50+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

Matt Sanders – District Director of Engineering and Compliance

Matt Sanders has been in the Solid Waste Industry for 20 years. He spent 6 years with Waste Management and 20 years with WCA Waste Corporation. In addition to District duties covering multiple sites, Matt is currently Landfill Manager of WCA's Oak Grove Landfill located in Arcadia Kansas. Matt has been involved with all aspects of daily Landfill operations starting out as general labor and working up to Landfill Manager in 1999. In 2007 Matt was involved in the Transfer Station construction in Labette County KS and currently serves as the manager of the facility along with his Landfill responsibilities. In 2010 Matt worked alongside Enerdyne Power Systems to bring the gas-to-energy facility online at the Oak Grove Landfill. Matt has attended the SWANA Managers of landfill Operations course and participates annually at the KDHE SWANA Training courses. Matt has attended the EPG Companies Pump Service School and has been involved with the installation of multiple EPG pumps, control panels and sumps.

Marcus Gardner – South District Drive Trainer

Marcus has held various positions with WCA including route driver, dispatcher, Supervisor, and driver trainer. Marcus has filled the roll as Safety coordinator for Missouri – South District for three years with superior performance in accident prevention and driver safety training. Work experience includes responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Marcus covers regulations dealing with OSHA as well as DOT regulations including highway transportation and hours of service.

Dan Boley – Operations Manager of Joplin Hauling

The Operations Manager for WCA is Dan Boley who has been with the Company since 2017. Dan has over 14 years' experience in operational management with the most recent in the waste disposal industry. Dan has served in many different capacities for WCA. Dan has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As Operations Manager, Dan is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Dan's responsibilities encompass 7,200 sq mi market area, stretching from east of Sarcoxie to Neodesha Kansas and from the Arkansas border to north of El Dorado Springs. Dan fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

SCOPE OF WORK:

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and City Staff. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the City requests. WCA understands the importance of customer service and meeting the needs of the community.

Customer Service – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is always expected to conduct his or herself in a professional manner.
- CSR's work together with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information, we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The Site Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your facilities and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via direct phone contact or email correspondence.

As an outsourced service provider, we understand that we are a critical extension to the City of Joplin, and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a seamless transition and that we will exceed your expectations.

WCA shall have both the Assistant District Manager, Bryan Franks, and Site Manager, Dan Boley, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with appropriate City designee as often as needed** to ascertain that the City's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific “in house” Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. Site Manager, Dan Boley, shall be the assigned point of contact for all City of Joplin operational requests.

WCA’s local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Thursday, 8:00 a.m. to 4:30 p.m. and Friday 8:00 to 4:00 pm, with the transfer station operating Monday through Friday, 7:30 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Municipal Building Contract, WCA would immediately begin ordering new containers and planning for the integration of the City Facilities into our current routing schedules..

Solid Waste Collection



WCA will be placing new or refurbished containers at all Joplin Facilities with a focus on supplying front load style containers wherever possible and rear load containers or carts in areas that require such equipment. Containers requiring wheels will be identified and arrangements will be made to accommodate the necessity for wheels. Containers requiring location within pen enclosures shall be located accordingly.

WCA's commercial service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from front loading trucks, to traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's needs, the required equipment will be utilized. WCA has the ability to meet your needs.

Roll-off Waste Collection Services

WCA will provide roll-off collection services for bulky waste / items as needed in compliance with the City RFP #102-2020 as needed. Roll-off waste will be removed on an "on call" or scheduled service depending upon the needs of the City. Any roll-off units requiring disposal of waste at the Joplin Transfer Station or WCA Landfill in Arcadia, Kansas, will be charged an appropriate disposal cost based upon the weight of the materials emptied. All disposal fees will be documented with weight tickets from the scale house showing the entry and exit weight of the trucks using the facility. Roll-off containers are available in 20, 30, and 40 cubic yard capacitys.

Safety – *A Company Wide Initiative*

Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you must practice what you preach in safety and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

Safety - Training & Education



WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**



<u>Maintenance Operations</u>

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed daily to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information are uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts, and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

<u>Emergencies – Storms – Hurricanes</u> *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these

emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a second Transfer Site, three scale staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris - 53,900 tons of material and shipped 45 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially, but through the personnel, experience, and customer service, WCA is the preferred decision for the City.

WCA is there to get the job done *"right the first time*!"

Latest News: In October of 2020, WCA Waste Corporation was purchased by GFL Environmental Services which is a National Company listed on the New York Stock Exchange. WCA of Missouri LLC retains it's Corporate status with direct reporting to the Corporate Headquarters located in the United States. GFL now provides services in 9 Canadian Territories and 27 States within the U.S.

WCA is excited about this venture as it provides further opportunities for growth as well as extensive financial backing.

LITIGATION

WASTE CORPORATION OF MISSOURI LLC

- Waste Corporation of Missouri LLC is under no litigation for any legal action.

TAB 3

TECHNICAL INFORMATION

SECTION 3. B. 1

SECTION 3. B. 2. a

SECTION 3. B. 2. b

SECTION 3. B. 2. c

3. B. Technical Information

3. B. 1 Proponents understanding of the Scope of Work.

- WCA shall deliver all equipment as listed in RFP #102-2020 48 hours prior to the commencement of service to ensure City Facilities have containers on site, ready for use, after the incumbent service provider removes their equipment. In the event there is insufficient space to stage the WCA equipment in the proper location, containers will be staged in the closest available location and relocated into pen enclosures or assigned location as soon as such space is available. All services shall be routed on the day assigned by the City thus preserving the current schedule of services. Services will be provided by WCA front load or rear load trucks as applicable.

3. B. 2 RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3 B. 2. a Provide a description of how you will communicate with City employees regarding trash service, including notification of changes in service, complaint response, etc.

- WCA shall communicate directly with City designee via phone, text, or email regarding any service issues experienced. Communications shall include, but not be limited to, projected equipment delivery dates and any routing changes that may be necessary. WCA shall provide an email address specifically for the City of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to comply with the schedule of services required by the City, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Resolution of any complaint sent to WCA shall receive priority status and resolved per RFP requirements. WCA shall be proactive in informing the City of any potential issue or danger WCA Driver's identify in order to protect City property and personnel. WCA shall communicate via cell, text, or email, to forewarn City designee of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. b Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

- Waste Corporation shall observe the following three (3) Holiday's each year:

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs.

It shall be the intent of Waste Corporation to make certain each City Facility is

serviced as scheduled on a weekly or as needed basis.

In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. City Facility service information shall be made available to the City via existing communication resources with City and WCA being in agreement as to the best manner to reestablish needed services.

In the event of an emergency situation creating a prolonged interruption of service, the City and WCA shall be in direct communication and a mutually agreeable plan shall be implemented to establish a time line required to normalize service schedules.

Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station on the west-side of the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. c The City desires to pursue a multi-year agreement ….

- WCA has provided appropriate pricing and anticipated future cost adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 4. As specified by RFP #102-2020, the initial term of the contract shall be for three (3) years with no increase in fees allowed.

- Refer TAB 3 - WCA has addressed all minimum levels of service required.

TAB 4

RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A THREE (3) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
40 Cubic Yard Roll-Off	$ 75.00 each
30 Cubic Yard Roll-Off	$ 75.00 each
20 Cubic Yard Roll-Off	$ 75.00 each
2 Cubic Yard Dumpster	$ 6.63 each
4 Cubic Yard Dumpster	$ 8.84 each
6 Cubic Yard Dumpster	$ 13.75 each
8 Cubic Yard Dumpster	$ 17.31 each
90 or 96 Gallon Polycart	$ 2.50 each

* Any roll off requiring waste disposal shall be charged a fee of $45.00 per ton

ITEM TWO: Provide for the collection and disposal of City facility waste ***which may contain Sanitary Sewer and Paper Sewage waste*** at bar screen facilities (Turkey Creek Waste Water Plant and Shoal Creek Waste Water Plant) as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
2 Cubic Yard Dumpster	$ 6.63 each
4 Cubic Yard Dumpster	$ 8.84 each
6 Cubic Yard Dumpster	$ 13.75 each

CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A
updated 28 October 2020

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY
City Hall	602 S. Main Street	1	4 CY	1/week
Joplin Public Library	1901 East 20th Street	1	4 CY	1/week
Health Dept./Women Infant Children	321 E. 4th Street	1	4 CY	2/week
***Justice Center	303 E. 3rd Street	2	4 CY	1/week
Parks Department				
Parks Department Office	3010 W. 1st Street	1	4 CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2	2 CY	1/week
Joplin Sports Complex-Softball/Soccer Field	3301 W. 1st Street	4	4 CY	1/week
Landreth Park	500 NW Murphy Blvd	1	4 CY	1/week
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	3/week March-Oct
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	3/week March-Oct
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	5/week May-Aug
Cunningham Pool	25th & Porter Avenue	1	4 CY	5/week May-Aug
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug
Memorial Hall	212 W. 8th Street	1	4 CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	2/week April-Oct
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	1/week Nov-March
Public Works Center - Parks	1301 West 2nd Street	11	4 CY	3/week April-Oct
Public Works Center - Parks	1301 West 2nd Street	6	4 CY	.5/week Nov-March
Airport Department				
*Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week
Airport General Aviation Terminal	5501 N. Dennis Weaver Dr.	1	4 CY	1/week

**Airport T-Hangers	5501 N. Dennis Weaver Dr.	14	90 Gal Cart	1/week
Public Works Center				
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed
Fire Department				
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week
Fire Station #3	2727 Newman Road	1	2 CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week
Public Safety Training **Center**	5102 North Swede Lane	1	2 CY	1/week
Waste Water Department****				
Turkey Creek Waste Water Plant	3457 Eddy Lane	1	6 CY	3/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	6	2 CY	3/week
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	4 CY	3/week
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	2 CY	3/week
Tin Cup Lift Station	1801 West Glendale Road	1	4 CY*****	2/week

** Driver to push button at gate; tower personnel will see driver in camera before entry is permitted*

*** Driver must have an airport personnel "escort." Please work with contact below to schedule consistent p/u time Contact for Airport is Peter Kaufmann. Driver must call 417-437-1710 (answered 24/7) for an escort inside. Peter Kaufmann cell is 417-499-8988*

**** We are requesting that the two dumpsters are placed at opposite sides of the building*

***** All dumpsters from the Waste Water Department may contain sanitary sewer waste that must be properly disposed.*

****** This dumpster must be on wheels.*

TAB 5

FINANCIAL STATEMENT

PROPRIETARY & CONFIDENTIAL

Legal Note regarding Document

To Whom It May Concern:

The financial statements of WCA Waste Corporation and all subsidiaries, including Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) are prepared, audited, and certified on a consolidated basis. As such, a separate certified/audited financial statement is not prepared for the bidding WCA subsidiary (i.e. Waste Corporation of Missouri, LLC/WCA of Missouri, LLC).

The financial information provided by Proposer/Bidder is Confidential and is subject to being closed under Mo. Rev. Stat. § 610.021(12).

WCA Waste Corporation

Consolidated Financial Report
December 31, 2019

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM

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Confidential

RSM

RSM US LLP

Independent Auditor's Report

Board of Directors
WCA Waste Corporation

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of WCA Waste Corporation and its subsidiaries which comprise the consolidated balance sheets as of December 31, 2019 and 2018 and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WCA Waste Corporation and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Houston, Texas
March 11, 2020

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

WCA Waste Corporation

Consolidated Balance Sheets
December 31, 2019 and 2018
(Dollars In Thousands, Except Par Value Amounts)

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	**$ 382**	$ 6,103
Accounts receivable, net of allowance for doubtful accounts of $1,565 and $1,558, respectively	**48,609**	46,353
Prepaid expenses and other	**4,132**	5,045
Total current assets	**53,123**	57,501
Property, plant and equipment, net	**456,707**	454,818
Goodwill	**230,563**	230,047
Intangible assets, net	**54,565**	59,151
Other assets	**196**	319
Total assets	**$ 795,154**	$ 801,836
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	**$ 20,384**	$ 27,482
Accrued liabilities and other	**53,317**	57,072
Current maturities of long-term debt	**5,476**	5,665
Total current liabilities	**79,177**	90,219
Long-term debt, less current maturities, discount and debt issuance costs	**440,962**	439,195
Accrued closure and post-closure liabilities	**21,975**	17,408
Deferred income taxes	**12,187**	11,836
Total liabilities	**554,301**	558,658
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.0001 par value per share; 1,000 shares authorized, 1,000 shares issued and outstanding		
Additional paid-in capital	**268,581**	268,377
Retained deficit	**(27,728)**	(25,199)
Total stockholders' equity	**240,853**	243,178
Total liabilities and stockholders' equity	**$ 795,154**	$ 801,836

See notes to consolidated financial statements.

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WCA Waste Corporation

Consolidated Statements of Operations
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	2019	2018
Revenues	**$ 402,933**	$ 357,262
Expenses:		
Cost of services	**266,298**	241,910
Depreciation and amortization	**66,380**	59,582
Selling, general and administrative (including stock-based compensation of $204 and $281, respectively)	**48,439**	49,896
Gain on sale of assets and divestitures	**(923)**	(1,911)
	380,194	349,477
Operating income	**22,739**	7,785
Interest expense, net	**(24,236)**	(20,780)
Loss before income taxes	**(1,497)**	(12,995)
Income tax expense	**(1,032)**	(7,388)
Net loss	**$ (2,529)**	$ (20,383)

See notes to consolidated financial statements.

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WCA Waste Corporation

Consolidated Statements of Stockholders' Equity
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	Common Stock		Additional Paid-In	Retained	Total Stockholders'
	Shares	Amount	Capital	Deficit	Equity
Balance, December 31, 2017	1,000	$ -	$ 268,096	$ (4,816)	$ 263,280
Share-based compensation expense related to Parent LTIP shares issued to employees	-	-	281	-	281
Net loss	-	-	-	(20,383)	(20,383)
Balance, December 31, 2018	1,000	-	268,377	(25,199)	243,178
Share-based compensation expense related to Parent LTIP shares issued to employees	-	-	204	-	204
Net loss	-	-	-	(2,529)	(2,529)
Balance, December 31, 2019	**1,000**	**$ -**	**$ 268,581**	**$ (27,728)**	**$ 240,853**

See notes to consolidated financial statements.

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WCA Waste Corporation

Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018
(Dollars In Thousands)

	2019	2018
Cash flows from operating activities:		
Net loss	$ (2,529)	$ (20,383)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	66,380	59,582
Stock-based compensation expense	204	281
Amortization of debt issuance costs and debt discount	1,021	1,135
Deferred tax provision	351	6,778
Interest accretion expense for closure and post-closure obligations	1,673	1,280
Gain on sale of assets and divestitures	(923)	(1,911)
Provision for doubtful accounts	1,802	1,172
Changes in assets and liabilities, net of effects of acquisitions and divestitures:		
Accounts receivable, net	(3,248)	(1,749)
Prepaid expenses and other	1,033	(1,940)
Accounts payable and other liabilities	(11,970)	15,964
Net cash provided by operating activities	53,794	60,209
Cash flows from investing activities:		
Acquisitions of businesses, net of cash acquired	(5,520)	(102,278)
Proceeds from settlement of provisional amounts related to prior acquisitions	630	-
Proceeds from sale of property, plant and equipment	1,127	3,852
Proceeds from divestitures	1,224	-
Capital expenditures	(56,748)	(57,296)
Net cash used in investing activities	(59,287)	(155,722)
Cash flows from financing activities:		
Proceeds from long-term debt	-	100,000
Principal payments on long-term debt	(4,791)	(4,551)
Principal payments on notes payable	(230)	(213)
Net advances on revolving line of credit	5,000	1,000
Net (payments on) advances from swingline	(207)	644
Debt issuance costs	-	(1,484)
Net cash (used in) provided by financing activities	(228)	95,396
Net decrease in cash and cash equivalents	(5,721)	(117)
Cash and cash equivalents:		
Beginning of year	6,103	6,220
End of year	$ 382	$ 6,103
Supplemental disclosures of cash flow information:		
Interest paid	$ 21,786	$ 21,410
Income taxes paid	$ 620	$ 625
Noncash investing activities, capital expenditures included in accounts payable	$ 7,575	$ 8,441

See notes to consolidated financial statements.

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Note 1. Organization and Significant Accounting Policies

Business: WCA Waste Corporation (WCA or the Company) is an integrated company engaged in the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. The Company currently provides services to customers in Alabama, Arkansas, Colorado, Florida, Kansas, Kentucky, Missouri, New Mexico, Oklahoma, Tennessee and Texas.

WCA was acquired (the Acquisition) on March 23, 2012 through a merger with Gadus Intermediate, LLC and COD Merger Company, Inc. (the Parent, which includes upstream holding companies, Gadus Holdings, LLC and Gadus Holdings Corporation), each of which is affiliated with Macquarie Infrastructure Partners II, L.P. (Macquarie). Subsequent to the Acquisition, the Company became a wholly owned subsidiary of the Parent, which is principally owned by investment funds affiliated with Macquarie. Prior to March 23, 2012, the Company operated as a public company with its common stock traded on the NASDAQ.

Basis of presentation: The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Principles of consolidation: The consolidated financial statements include the accounts of WCA and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Adoption of new accounting standards: From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (FASB) or other standard setting bodies that are adopted by the Company as of the specified effective date.

In November 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. On January 1, 2019, the Company adopted ASU 2016-18, which did not have an impact on the consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. ASU 2016-16 requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. On January 1, 2019, the Company adopted ASU 2016-16. The adoption of this guidance did not have an impact on the consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments.* ASU 2016-15 provides guidance on how certain cash receipts and cash payments should be presented and classified in the statement of cash flows with the objective of reducing existing diversity in practice with respect to these items. On January 1, 2019, the Company retrospectively adopted ASU 2016-15. Cash payments made within 120 days of the acquisition date of a business combination to settle a contingent consideration liability are classified as cash outflows from investing activities. Thereafter, cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement period adjustments) are classified as cash outflows from financing activities and any excess is classified as cash outflows from operating activities. The adoption of this amended guidance did not have an impact on the Company's consolidated statement of cash flows.

Note 1. Organization and Significant Accounting Policies (Continued)

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the guidance is that using a five step methodology an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard also requires enhanced qualitative and quantitative disclosure regarding revenue recognition from customer contracts.

The Company adopted this guidance using the modified retrospective approach effective January 1, 2019 with no adjustment to retained deficit. The prior period has not been restated and continues to be reported under Revenue Recognition (Topic 605). The standard was adopted through the application of the portfolio approach. The Company selected a sample of customer contracts to assess under the guidance of the new standard that were characteristically representative of each portfolio. Upon completion of the Company's review, the guidance did not result in a significant change to the timing of revenue recognition. The Company identified certain immaterial sales commissions, which represent costs of obtaining a contract, that should be capitalized as contract acquisition costs under the guidance and amortized to general and administration expense over the expected life of the customer contract. Based on the immateriality of these sales commissions, no adjustment to retained deficit nor the accounting for these costs was deemed necessary.

Reclassifications: Certain prior year balances have been reclassified to conform to current year presentation with no effect on net loss or stockholders' equity.

Cash equivalents: The Company considers all highly liquid debt instruments with original maturities at the date of purchase of three months or less to be cash equivalents.

Property, plant and equipment (exclusive of landfills, discussed below): Property, plant and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized while minor replacements, maintenance, and repairs are charged to expense as incurred.

When property, plant and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in the results of operations as increases or offsets to operating expense for the respective period. The Company depreciates property and equipment over the estimated useful life of the asset using the straight-line method. The estimated useful lives for significant property, plant and equipment categories are as follows (in years):

Vehicles and equipment	3-10
Containers	5-12
Buildings and improvements	15-25
Furniture and fixtures, computers, software	3-10

Landfill accounting:

Capitalized landfill costs: At December 31, 2019, the Company owned twenty-one landfills. Two of these landfills are fully permitted but not constructed and have not yet commenced operations as of December 31, 2019.

Note 1. Organization and Significant Accounting Policies (Continued)

Capitalized landfill costs include expenditures for the acquisition of land and related airspace, engineering and permitting costs, cell construction costs and direct site improvement costs. At December 31, 2019, no capitalized interest had been included in capitalized landfill costs; however, in the future, interest could be capitalized on landfill construction projects but only during the period the assets are undergoing activities to ready them for their intended use. Capitalized landfill costs are amortized ratably using the units-of-consumption method over the estimated useful life of the site as airspace of the landfill is consumed. Landfill amortization rates are determined periodically (not less than annually) based on aerial and ground surveys and other density measures and estimates made by the Company's engineers, outside engineers, management and financial personnel.

Total available airspace includes the total of estimated permitted airspace plus an estimate of probable expansion airspace that the Company believes is likely to be permitted. Where the Company believes permit expansions are probable, the expansion airspace, and the projected costs related to developing the expansion airspace are included in the airspace amortization rate calculation. The criteria the Company uses to determine if permit expansion is probable include but are not limited to whether: (i) the Company believes the project has no fatal flaws; (ii) the land is owned or controlled by the Company, or under option agreement; (iii) the Company has committed to the expansion; (iv) financial analysis has been completed and the results indicate that the expansion has the prospect of a positive financial and operational impact; (v) personnel are actively working to obtain land use, local and state approvals for the expansion; (vi) the Company believes that the permit is likely to be received; and (vii) the Company believes that the timeframe to complete the permitting is reasonable.

The Company may be unsuccessful in obtaining expansion permits for airspace that has been considered probable. If the Company is unsuccessful in obtaining these permits, certain previously capitalized costs will be charged to expense.

Closure and post-closure obligations: For each landfill, the Company has financial commitments for the costs associated with its future obligations for final closure, which is the closure of the landfill, the capping of the final uncapped areas of the landfill and post-closure maintenance of the facility, which is generally expected to be for a period between 2 and 30 years depending on type and location of the landfill.

Where the Company believes both the amount of a particular closure and post-closure liability and the timing of the payments are reliably determinable, the cost in current dollars is inflated (2.5 percent for the years ended December 31, 2019 and 2018) until expected time of payment and then discounted to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 percent and 6.25 percent for the years ended December 31, 2019 and 2018). Any changes in expectations that result in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The fair value of closure and post-closure obligations is developed based on our estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Interest accretion expense is applied to the closure and post-closure liability based on the weighted average rate using the effective interest method and is included in cost of services in the consolidated statement of operations.

Note 1. Organization and Significant Accounting Policies (Continued)

The impact of changes determined to be changes in estimates, based on an annual update, is accounted for on a prospective basis and typically results in both (i) a current adjustment to the recorded liability and asset and (ii) a change in liability and asset amounts to be recorded prospectively over the remaining capacity of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with our amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the landfill. Change in such estimates associated with airspace that has been fully utilized result in an adjustment to the recorded liability and landfill assets with an immediate corresponding adjustment to landfill airspace amortization expense. The Company's ultimate liability for such costs may increase in the future as a result of changes in estimates, legislation, or regulations.

The changes to landfill assets and accrued closure and post-closure liabilities for the periods ended are as follows:

	Landfill Assets, Net	Closure and Post-Closure Liabilities
Balance, December 31, 2017	$ 225,022	$ 17,622
Capital expenditures	5,294	-
Amortization expense	(21,514)	-
Obligations incurred and capitalized	1,781	1,781
Revisions to estimates of closure and post-closure activities	1,483	1,483
Interest accretion	-	1,280
Acquisitions	14,302	1,268
Payments related to landfill closure	-	(943)
Balance, December 31, 2018	226,368	22,491
Capital expenditures	18,039	-
Amortization expense	(22,100)	-
Obligations incurred and capitalized	1,684	1,684
Revisions to estimates of closure and post-closure activities	3,704	3,704
Interest accretion	-	1,673
Payments related to landfill closure	-	(3,061)
Balance, December 31, 2019	$ 227,695	$ 26,491

Had the Company not inflated and discounted any portion of its recorded liability of $26.5 million and $22.5 million, the amount recorded would have been $72.5 million and $63.8 million at December 31, 2019 and 2018, respectively.

The Company's total anticipated cost for closure and post-closure activities is $205.4 million, as measured in current dollars. Anticipated payments of currently identified closure and post-closure liabilities for the next five years and thereafter at December 31, 2019 are reflected below:

2020	$ 4,516
2021	1,281
2022	2,241
2023	2,336
2024	153
Thereafter	194,919
	$ 205,446

Note 1. Organization and Significant Accounting Policies (Continued)

The table below presents the Company's methodology of accounting for landfill closure and post-closure activities:

Description	Methodology
Definitions:	
Closure	Includes final capping event, final portion of methane gas collection system to be constructed (when required), demobilization, and the routine maintenance costs incurred after site ceases to accept waste, but prior to being certified as closed.
Post-closure	Includes routine monitoring and maintenance of a landfill after it has closed, ceased to accept waste and been certified as closed by the applicable state regulatory agency.
Discount rate	Obligations are discounted at the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 and 6.25 percent for 2019 and 2018, respectively).
Cost estimates	Costs are estimated based on expected costs of performance, by either third parties or the Company, except that the cost of any activities expected to be performed internally is increased to represent an estimate of the amount a third party would charge to perform such activity.
Inflation	Inflation rate of 2.5 percent for 2019 and 2018.
Recognition of assets and liabilities:	
Asset retirement costs	An amount equal to the discounted cash flows associated with estimates of future costs associated with landfill closure and post-closure activities recorded as an addition to capitalized landfill costs as airspace is consumed.
Closure and post-closure liabilities	The discounted cash flows associated with the fair value of the closure and post-closure liabilities is recorded with a corresponding increase in capitalized landfill costs as airspace is consumed. Interest accretion expense is recorded to cost of services and the corresponding liability until the liability is settled.
Statement of operations expense:	
Landfill asset amortization	Landfill assets are amortized to depreciation and amortization expense as airspace is consumed over the life of the landfill.
Interest accretion expense	Interest accretion expense on closure and post-closure liabilities is recorded using the effective interest method and is recorded as a component of cost of services.

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Note 1. Organization and Significant Accounting Policies (Continued)

Allocation of acquisition purchase price: A summary of the Company's accounting for acquisitions is as follows:

Acquisition purchase price is allocated to identified tangible assets and intangible assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition, with any residual amounts allocated to goodwill. The Company recognizes adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined, including the effect of the change in provisional amount as if the accounting had been completed at the acquisition date.

The Company deems the total remaining airspace of an acquired landfill to be a tangible asset. Therefore, for acquired landfills, the purchase price is initially allocated to the identified tangible and intangible assets acquired (including landfill airspace) and liabilities assumed based on their estimated fair values at the date of acquisition.

The Company accrues the fair value of the payment of any contingent purchase price, which takes into consideration the probability of the events surrounding the contingency.

All acquisition-related transaction costs are expensed as incurred. The Company expensed $186 of acquisition-related costs for the year ended December 31, 2019 and $1,500 for the year ended December 31, 2018. These items are reflected as a component of selling, general and administrative expenses as reported in the consolidated statement of operations.

Goodwill and indefinite lived intangible assets: Goodwill and intangible assets acquired in a business combination that are determined to have an indefinite useful life are not amortized, but are assessed for impairment at least annually. Intangible assets with estimable useful lives are amortized over their respective estimated useful lives on a straight-line basis.

The Company's intangible assets consist primarily of customer contracts, customer lists, covenants not-to-compete, operating rights and trademark/trade names. Customer contracts and customer lists are generally amortized on a straight-line basis over 7 to 20 years. Covenants not-to-compete are amortized over the term of the non-compete covenant, which is typically five years. Operating rights are amortized over the term of the operating agreements. Trademark/trade names are amortized on a straight-line basis over 20 years.

The Company assesses its goodwill, indefinite lived intangible assets and other long-lived assets for potential impairments annually on October 31 and more frequently if there is evidence that recent events or changes in circumstances have made recovery of an asset's carrying value less likely. If indicators of impairment are present for goodwill and indefinite lived intangible assets used in operations and future undiscounted cash flows are not expected to be sufficient to recover the asset's carrying value, an impairment loss is recognized in the period identified in an amount representing the excess of the asset's carrying value over its fair value.

In January 2017, the FASB issued new guidance (ASU 2017-04) that eliminates the requirement to calculate implied fair value of goodwill (i.e., Step 2 of the goodwill impairment test) to measure a goodwill impairment charge. Instead, entities will record an impairment charge based on the excess of a reporting unit's carrying amount over its fair value (i.e., measure the change based on Step 1). The standard does not change the guidance for completing Step 1 of the goodwill impairment test. An entity will still be able to perform the optional qualitative goodwill impairment assessment before determining whether to proceed to Step 1. This amended guidance, effective for the Company on January 1, 2023, permits early adoption. The Company's early adoption on January 1, 2018 did not have a material impact on our consolidated financial statements.

Note 1. Organization and Significant Accounting Policies (Continued)

For the years ended December 31, 2019 and 2018, the Company performed a qualitative assessment to determine whether it is more likely than not that the fair value of goodwill is less than its carrying amount. Based on the qualitative assessment of goodwill each year, the Company concluded that it was more likely than not that the fair value of goodwill was not less than the carrying amount; accordingly the Company did not proceed to Step 1 of the goodwill test and no impairment loss was recorded in 2019 or 2018.

Impairment of long-lived assets: Long-lived assets, including property and equipment and definite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to estimated undiscounted future cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Debt issuance costs: Debt issuance costs are amortized as a component of interest expense using the effective interest method. The Company expensed $911 and $1,019 for the years ended December 31, 2019 and 2018, respectively, for amortization of debt issuance costs which is reflected as interest expense in the consolidated statements of operations. In 2018 the Company incurred $1,484 of financing costs related to the refinancing of its syndicated credit agreement (see Note 7), of which $467 were capitalized as debt issuance costs and $1,017 did not meet capitalization criteria and were charged to interest expense.

Debt issuance costs related to a recognized debt liability are presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability, consistent with debt discounts.

Interest expense, net: Interest expense, net consists of the following for the years ended December 31:

	2019	2018
Long-term debt	$ 21,583	$ 19,453
Amortization of deferred issuance costs	911	1,019
Amortization of debt discount	110	116
Unrealized loss (gain) on interest rate derivatives	2,989	(123)
Realized gain on interest rate derivatives	(1,302)	(538)
Debt issuance costs not capitalized	-	1,017
	24,291	20,944
Less interest income	(55)	(164)
Interest expense, net	$ 24,236	$ 20,780

Income taxes: The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying values of existing assets and liabilities and their respective tax bases based on enacted tax rates. The Company provides a valuation allowance when, based on management's estimates, it is more likely than not that a deferred tax asset will not be realized in future periods.

Note 1. Organization and Significant Accounting Policies (Continued)

Income taxes have been calculated in accordance with Accounting Standards Codification (ASC) Topic 740. All tax amounts have been provided to show the effect of temporary differences between the recognition of revenues and expenses for financial and income tax reporting purposes and between the tax basis of assets and liabilities and their reported amounts in the financial statements. Income taxes payable are included with accrued liabilities on the Company's balance sheets. See Note 5, Certain Balance Sheet Accounts, for a detail of accrued liabilities. Tax positions measured and recognized in accordance with guidance issued by the FASB (Accounting for Uncertainty in Income Taxes) are recorded in deferred tax liabilities on the Company's balance sheets. Net deferred tax assets and liabilities are classified as noncurrent in the consolidated balance sheet. See Note 10, Income Taxes, for a discussion of the impact on the Company's deferred tax liability resulting from the enactment of the Tax Cuts and Jobs Act in December 2017.

Insurance: The Company has retained a portion of the risks related to its general liability, automobile and workers' compensation insurance programs. The exposure for unpaid claims and associated expenses, including incurred but not reported losses, is based on estimates of ultimate losses on claims and actuarially determined development factors. The Company is partially self-insured for certain losses relating to medical and dental insurance claims, and maintained individual stop loss coverage of $150 per incident through September 30, 2018. Beginning October 1, 2018, the Company increased its individual stop loss retention to $200 per incident. The Company does not maintain an aggregate stop loss policy for its medical plan. Claims, processing, and overhaul administration for the plan are provided by a third-party. The Company maintains an accrual to cover these self-insured risks, which is based on third-party data and historical claims history.

Revenue recognition and accounts receivable: The Company's revenues are primarily generated from fees charged for collection, transfer, disposal and recycling services and from sales of commodities by our recycling operations. Service obligations of a long-term nature from solid waste collection service contracts are satisfied over time and we recognize revenue based on the value provided to the customer during the current period. Revenues from collection operations are influenced by factors such as collection frequency, type of collection equipment furnished, type and volume or weight of the waste collected, distance to the disposal facility or material recovery facility and our disposal costs. Revenues from landfill operations consist of tipping fees, which are generally based on the type and weight or volume of waste being disposed of at the Company's disposal facilities. Fees charged at transfer stations are generally based on the weight or volume of waste deposited, taking into account our cost of loading, transporting and disposing of the waste at a disposal site. Recycling revenues generally consist of tipping fees and the sale of recycling commodities to third parties. Revenues do not include sales or other taxes collected from customers.

The Company recognizes revenues as services are performed or products are delivered. For example, revenue typically is recognized as waste is collected, tons are received at our landfills or transfer stations, or recycling commodities are collected or delivered as product. The Company bills for certain services prior to performance. Such services include, among others, certain commercial and residential contracts and equipment rentals. These advance billings are included in deferred revenues and recognized as revenues in the period service is provided.

The Company records deferred revenues when cash payments are received or due in advance of our performance and classify them as current since they are earned within a year and there are no significant financing components. Substantially all of our deferred revenues during the reported periods are realized as revenues within one to three months, when the related services are performed and are considered contract liabilities.

Note 1. Organization and Significant Accounting Policies (Continued)

The Company's receivables are recorded when billed or accrued and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates losses for uncollectible accounts based on the aging of the accounts receivable and the evaluation of the likelihood of success in collecting the receivable. Past-due receivable balances are written off when the Company's internal collection efforts have been unsuccessful in collecting the amount due.

Derivative financial instruments: The Company accounts for derivatives and hedging activities in accordance with ASC Topic 815, which requires that all derivative instruments be recorded on the balance sheet at their respective fair values. For derivatives designated in hedging relationships, changes in the fair value are either offset through earnings against the change in fair value of the hedged item attributable to the risk being hedged or recognized in accumulated other comprehensive income, to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings. For derivatives not designated in hedging relationships, changes in the fair value are marked-to-market through current interest expense. As of December 31, 2019 and 2018, no derivative instruments were designated in hedging relationships and, as a result, all changes in fair values have been recorded through current interest expense.

The Company uses variable-rate debt, Term Loan B, (see Note 7) to finance its operations. The debt obligations expose the Company to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit the variability of a portion of its interest payments and has purchased interest rate cap instruments (Interest Caps) from time-to-time to mitigate this risk.

In October 2016, the Company purchased Interest Caps with a notional amount of $280 million associated with its outstanding Term Loan B debt, in which the underlying is the 3-month floating LIBOR rate and the strike rate is 2.0 percent (2016 Interest Caps). In August 2018, the Company purchased an additional Interest Cap with a notional amount of $100 million associated with the add-on of its Term Loan B debt, in which the underlying is the 1-month floating LIBOR rate and the strike rate is 3.5 percent (2018 Interest Caps). The term of the 2016 Interest Caps and 2018 Interest Caps is 36 months. The 2016 Interest Caps matured in September 2019. In June 2019, the Company purchased a replacement interest rate cap with a notional amount of $380 million with an effective date of September 2019, in which the underlying is the 1-month LIBOR rate, the strike rate is 2.37% and the maturity date is March 2020 (2019 Interest Caps).

Under the terms of the instruments, if the specified underlying LIBOR floating rate is higher than the strike rate in any quarterly or monthly calculation period, the Company will receive interest payments based on the difference between the floating rate and the strike rate times the notional amount.

During 2019 and 2018, the 3-month LIBOR floating rate exceeded the strike rate of 2.0 percent and the Company received interest payments of $1,302 and $538, respectively, from the 2016 Interest Caps. These payments were reflected as a reduction of interest expense. The 1-month LIBOR floating rate did not exceed the 2018 Interest Caps strike rate of 3.5 percent or the 2019 Interest Caps strike rate of 2.37 percent and therefore the Company did not receive any interest payments in 2018 or in 2019 from these caps.

The fair value of the Interest Caps held as of December 31, 2019 was $2, which is included in other current assets. The fair value of the Interest Caps held as of December 31, 2018 was $1,600, of which $1,500 is included in other current assets and $100 is included in long-term other assets. The fair values of the Interest Caps are based on quotes received from financial institutions that issue these contracts (Level 2 in the fair value hierarchy).

Note 1. Organization and Significant Accounting Policies (Continued)

The Company uses diesel fuel extensively in its operations. The market price of diesel fuel is unpredictable and can fluctuate significantly. Management believes that it is prudent to limit the variability of a portion of its diesel exposure and, beginning in 2018, began purchasing fuel cap instruments (Fuel Caps) to mitigate a portion of this risk. Changes in the fair values of these Fuel Caps are reflected as either a charge or a credit to cost of services in the consolidated statement of operations.

In February 2018, the Company purchased Fuel Caps for a notional amount of 200,000 gallons per month for the period June 2018 through December 2018, with an underlying of Gulf Coast Ultra-Low-Sulfur Diesel (GC-ULSD) and a strike rate of $1.90 per gallon. In June 2018 and November 2018, the Company purchased additional Fuel Caps for a total notional amount of 200,000 gallons per month for the period January 2019 through June 2019, with an underlying of GC-ULSD and a strike rate of $2.30 per gallon.

During 2019, the Company purchased GC-ULSD Fuel Caps for notional amounts of 300,000 gallons per month for the periods (a) September 2019 (strike rate of $2.00 per gallon), (b) October 2019 through December 2019 (strike rate of $2.30 per gallon) and (c) January 2020 through March 2020 (strike rate of $2.00 per gallon).

Under the terms of the Fuel Caps, if the specified underlying GC-ULSD market rate is higher than the strike rate in any monthly calculation period, the Company will receive payments based on the difference between the market price per gallon and the strike rate times the notional amount of gallons. During 2018, the Company received cash settlements totaling $274, which are reflected as an offset to cost of services in the consolidated statement of operations. The Company did not receive any cash settlements in 2019.

The fair value of the Fuel Caps held as of December 31, 2019 was $39, which is included in other current assets. The fair value of the Fuel Caps is determined using standard option valuation models with assumptions about commodity prices based on those observed in underlying markets (Level 2 in the fair value hierarchy).

Fair value of financial instruments: The following disclosure of the estimated fair value of financial instruments is made in accordance with ASC Topic 825. The carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, debt and interest rate caps approximate fair value. For assets and liabilities that are measured using quoted prices in active markets, the total fair value is the published market price per unit multiplied by the number of units held without consideration of transaction costs. Assets and liabilities that are measured using significant other observable inputs are primarily valued by reference to quoted prices of similar assets or liabilities in active markets, adjusted for any terms specific to that asset or liability. For all other assets and liabilities for which observable inputs are not used, fair value is derived through the use of fair value models, such as a discounted cash flow model or other standard pricing models.

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2: Other than quoted prices included in Level I inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Note 1. Organization and Significant Accounting Policies (Continued)

Level 3: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

Concentrations of credit risk: Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company places its cash with high-quality financial institutions and limits the amount of credit exposure with any one institution; however, at times, cash balances may be in excess of FDIC insured limits. Concentrations of credit risk with respect to accounts receivable are limited because a large number of geographically diverse customers comprise the Company's customer base, thus spreading the trade credit risk. At December 31, 2019 and 2018, no single group or customer represented greater than 10 percent of total accounts receivable or revenues.

Restricted equity shares compensation: In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting.* The ASU is intended to simplify various aspects of accounting for share-based compensation arrangements, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. For example, the new guidance requires all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense, and for those excess tax benefits to be recognized regardless of whether it reduces current taxes payable. The ASU also allows an entity-wide accounting policy election to either estimate the number of awards that are expected to vest or account for forfeitures as they occur. On January 1, 2018, the Company adopted ASU No. 2016-09 and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

The Company calculates the fair value of share-based awards issued to its employees on the date of grant and recognizes the calculated fair value as compensation cost and Parent capital contribution over the requisite service period. Share based awards that vest upon the occurrence of a specific event are held in reserve until the vesting event is triggered. See Note 8 for additional information on stock-based compensation.

New accounting standards pending adoption: In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. There were further amendments to ASU No. 2016-02, including practical expedients, with the issuances of ASU No. 2017-13 in September 2017, ASU No. 2018-01 in January 2018, ASU 2018-10 in July 2018, ASU No. 2018-11 in July 2018 and ASU No. 2019-01 in March 2019. The new standard is effective for the Company on January 1, 2021. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC 740 and also clarifies and amends existing guidance to improve consistent application. This ASU is effective for the Company beginning on January 1, 2022. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

Note 1. Organization and Significant Accounting Policies (Continued)

In June 2016, the FASB issued ASU-2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets. The amended guidance replaces the current incurred loss impairment methodology of recognizing credit losses when a loss is probable, with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to assess credit limit estimates. The amended guidance is effective for the Company on January 1, 2023. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

Note 2. Use of Estimates

In preparing the Company's consolidated financial statements, several estimates and assumptions are made that affect the accounting for and recognition of assets, liabilities, revenues and expenses. These estimates and assumptions must be made because certain of the information that is used in the preparation of the Company's consolidated financial statements is dependent on future events, cannot be calculated with a high degree of precision from data available or is simply not capable of being readily calculated based on generally accepted methodologies. In some cases, these estimates are particularly difficult to determine and the Company must exercise significant judgment. Significant judgment and estimates are utilized in the accounting for impairments, insurance claim reserves, and acquisitions. The most difficult, subjective and complex estimates and the assumptions that deal with the greatest amount of uncertainty are related to the Company's accounting for landfills.

The significant estimates and assumptions related to accounting for landfills are described below:

Accounting for landfills: The Company utilizes the units-of-consumption method to amortize landfill construction costs over the estimated remaining capacity of a landfill. Under this method the Company includes future estimated landfill development costs, as well as costs incurred to date, in the amortization base. Additionally, the Company includes probable expansion airspace, which has not been permitted, in the calculation of the total remaining capacity of the landfill.

This accounting method requires the Company to make estimates and assumptions, as described below. Any changes in the Company's estimates will impact the Company's income from operations prospectively from the date changes are made.

Landfill costs: The Company estimates the total cost to develop each landfill site to its final capacity. This includes certain projected landfill site costs that are uncertain because they are dependent on future events. The total cost to develop a site to its final capacity includes amounts previously expended and capitalized, net of accumulated airspace amortization, and projections of future development costs, operating construction costs, permitting costs of probable expansions and capitalized interest costs.

Closure and post-closure costs: The costs for closure and post-closure obligations at landfills the Company owns or operates are generally estimated based on interpretations of current requirements and proposed or anticipated regulatory changes. The estimates for landfill closure and post-closure costs also consider when the costs would actually be paid and factor in inflation and discount rates. The possibility of changing legal and regulatory requirements and the forward-looking nature of these types of costs make any estimation or assumption less certain.

Available airspace: The Company's engineers determine the remaining capacity at landfills by estimating the available airspace. This is done by using surveys, consulting third-party engineers and other methods to calculate, based on height restrictions and other factors, remaining airspace and the amount of waste that can be disposed of at a landfill before it reaches its final capacity.

Note 2. Use of Estimates (Continued)

Expansion airspace: The Company will also consider currently unpermitted airspace in the estimate of remaining capacity in certain circumstances, as more fully described in Note 1.

It is possible that the Company's estimates or assumptions will ultimately turn out to be significantly different from actual results. In some cases the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that the Company previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing as described above, and lower profitability may be experienced due to higher amortization rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

Actual results could differ materially from the estimates and assumptions that the Company uses in the preparation of its consolidated financial statements.

Note 3. Restructuring

In December 2018, the Company restructured its operations by eliminating the regional layer of management and oversight. The District-level operations now report directly to Corporate, resulting in a more efficient structure. The restructuring resulted in a charge of $1.0 million consisting of severance and other employee termination benefits, of which $0.2 million was paid in 2018. The remainder was paid in 2019. The charge is reflected in selling, general and administrative expenses in the Company's consolidated statement of operations.

Note 4. Acquisitions

2019 acquisitions: The initial accounting for the following acquisitions is incomplete due to potential working capital adjustments and other matters. The Company will recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined.

During the year ended December 31, 2019, we acquired four businesses. Total consideration, net of cash acquired, for all acquisitions was $5.5 million, which included $5.1 million in cash paid and $0.4 million in cash held in escrow withheld primarily for working capital adjustments.

Total consideration for 2019 acquisitions was primarily allocated to $0.3 million of accounts receivable, $0.7 million of property and equipment, approximately $2.7 million of intangible assets, $0.5 million of liabilities and $2.3 million of goodwill. Goodwill is primarily a result of expected synergies from combining the acquired businesses with our existing operations and substantially all is tax deductible.

Note 4. Acquisitions (Continued)

2018 acquisitions: On January 2, 2018, the Company acquired certain assets of Flynn's Raytown Disposal Service, Inc., a Missouri corporation, and Flynn Investments, LLC, a Missouri limited liability company. The total consideration for this acquisition was $2.9 million in cash inclusive of a working capital adjustment.

Flynn's Raytown Disposal Service, Inc.:		
Accounts receivable	$	124
Prepaid expenses		44
Property, plant and equipment		491
Goodwill		1,587
Intangible assets		947
Accounts payable and accrued liabilities		(289)
	$	2,904

On March 1, 2018, the Company acquired certain assets of E-Z Disposal Inc., a Missouri corporation. The total consideration for this acquisition was $9.4 million inclusive of a working capital adjustment. A portion of the purchase price, $0.5 million, was deposited into escrow to cover potential representation and warranty claims, of which $0.46 million was paid to the Company in satisfaction of an indemnification claim and the remainder was subsequently released to the seller in 2018.

E-Z Disposal, Inc.:		
Prepaid expenses	$	30
Property, plant and equipment		1,088
Goodwill		4,593
Intangible assets		3,973
Accounts payable and accrued liabilities		(271)
	$	9,413

On July 2, 2018, the Company acquired 100 percent of the membership interests of Freedom Waste Services, LLC, a Kentucky limited liability company, and Jones Sanitation Holding, L.L.C., a Delaware limited liability company. This acquisition expanded the Company's operations into the state of Kentucky with three hauling operations, three transfer stations and one municipal solid waste landfill. The total consideration for this acquisition was $42.3 million in cash, which is net of reductions of (a) $0.95 million associated with an estimated working capital adjustment and (b) $0.2 million that was withheld at closing and utilized to cover certain post-closing obligations of the sellers. Additionally, $2.16 million of the purchase price was deposited into escrow to cover potential representation and warranty claims and certain post-closing obligations of the sellers, of which $0.63 million was released to the sellers from escrow in 2018, $0.62 million was released to the sellers from escrow in 2019 and the remainder in escrow was released to sellers in January 2020. The Company received $0.63 million in working capital settlements in 2019.

Freedom Waste, LLC and Joes Sanitation, LLC:		
Accounts receivable	$	962
Prepaid expenses		275
Property, plant and equipment (including Landfill of $12,199)		19,867
Goodwill		13,034
Intangible assets		12,400
Accounts payable and accrued liabilities		(4,238)
	$	42,300

Note 4. Acquisitions (Continued)

On August 17, 2018, the Company acquired 100 percent of the equity interests of Sunshine Recycling, Inc., a Florida corporation, consisting of two hauling operations in Florida. The total consideration for this acquisition was $19.2 million, which is net of cash acquired of $0.04 million. The purchase price is subject to a post-closing working capital adjustment which the Company expects to resolve in 2020. Additionally, a portion of the purchase price was deposited into escrow to cover potential indemnification claims ($0.9 million).

Sunshine Recycling, Inc:		
Accounts receivable	$	1,252
Prepaid expenses		2
Property, plant and equipment		4,523
Goodwill		12,332
Intangible assets		5,401
Accounts payable and accrued liabilities		(1,855)
Deferred tax liabilities		(2,409)
	$	19,246

On September 2, 2018, the Company acquired certain assets of Global Waste Services, LLC, consisting of one hauling location and one material recovery facility in the state of Texas. The total consideration for this acquisition was $28.4 million in cash, which is net of (a) an estimated working capital adjustment, and (b) $0.9 million deposited into escrow to cover potential representation and warranty claims and certain environmental obligations, of which $0.25 million was released to the seller in 2018 and $0.15 million was released to the seller in 2019. In addition to the purchase price, the seller has the opportunity to earn and receive additional compensation for the three-year period ending on August 31, 2021 if the annual commodity revenues from the acquired material recovery facility exceeds specific revenue target levels. Based on the terms of the earn-out and sensitivity analysis using an option pricing model, the fair value of the earn-out was determined to be $0.

Global Waste Services, LLC:		
Accounts receivable	$	1,234
Prepaid expenses		81
Property, plant and equipment		10,570
Goodwill		10,443
Intangible assets		6,182
Accounts payable and accrued liabilities		(95)
	$	28,415

Goodwill resulted primarily for the Company's expectations of the future growth in revenues and cash flows. The amount of goodwill that is expected to be deductible for tax purposes in connection with the 2018 acquisitions is approximately $29.7 million.

Note 5. Certain Balance Sheet Accounts

Allowance for doubtful accounts: The following summarizes the activity in the allowance for doubtful accounts at December 31:

	2019	2018
Balance, beginning of year	$ 1,558	$ 1,364
Amounts charged to expense	1,802	1,172
Amounts written off, net of amounts recovered	(1,795)	(978)
Balance, end of year	$ 1,565	$ 1,558

Prepaid expenses and other current assets: Prepaid expenses and other current assets consisted of the following at December 31:

	2019	2018
Prepaid insurance premiums	$ 868	$ 275
Prepaid licenses and registrations	647	829
Prepaid bonds	486	402
Prepaid rent	263	182
Interest rate and fuel derivatives	41	1,551
Prepaid other	1,827	1,806
	$ 4,132	$ 5,045

Property, plant and equipment, net: Property, plant and equipment consisted of the following at December 31:

	2019	2018
Land and landfills	$ 394,943	$ 364,428
Vehicles and equipment	229,481	215,957
Containers	85,653	76,355
Buildings and improvements	37,755	36,429
Furniture and fixtures, computers and software	6,580	6,004
	754,412	699,173
Less accumulated depreciation and amortization	(297,705)	(244,355)
	$ 456,707	$ 454,818

Depreciation and amortization expense associated with property, plant and equipment was $59,050 and $53,452 for the years ended December 31, 2019 and 2018, respectively.

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Note 5. Certain Balance Sheet Accounts (Continued)

Accrued liabilities and other current liabilities: Accrued liabilities and other current liabilities consisted of the following at December 31:

	2019	2018
Deferred revenue	$ 14,171	$ 14,121
Accrued bank payable	4,577	6,021
Accrued insurance claims	5,874	6,533
Accrued payroll costs	7,143	5,747
Accrued taxes	3,499	3,064
Accrued legal fees and settlement reserves	218	1,929
Accrued closure and post-closure liabilities, current	4,516	5,083
Accrued capital expenditures and other	13,319	14,574
	$ 53,317	$ 57,072

Note 6. Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill for the years ended December 31, 2019 and 2018 are as follows:

Balance, December 31, 2017	$ 193,276
Acquisitions	41,989
Adjustments to provisional amounts recognized in prior acquisitions and reclassification adjustment related to deferred income taxes	(5,218)
Balance, December 31, 2018	230,047
Acquisitions	2,347
Adjustments to provisional amounts recognized in prior acquisitions	(1,831)
Balance, December 31, 2019	$ 230,563

For the years ended December 31, 2019 and 2018, the Company did not adjust provisional amounts relating to previous acquisitions retrospectively, in accordance with ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*.

Intangible assets, all of which are subject to amortization, consisted of the following at December 31:

	Customer Contracts and Customer Lists	Covenants Not to Compete	Operating Rights	Trademark/ Trade Name	Total
2019:					
Intangible assets	$ 63,203	$ 11,896	$ 5,066	$ 6,414	$ 86,579
Less accumulated amortization	(22,160)	(5,889)	(1,647)	(2,318)	(32,014)
	$ 41,043	$ 6,007	$ 3,419	$ 4,096	$ 54,565
2018:					
Intangible assets	$ 60,741	$ 11,615	$ 5,066	$ 6,414	$ 83,836
Less accumulated amortization	(17,790)	(3,939)	(1,023)	(1,933)	(24,685)
	$ 42,951	$ 7,676	$ 4,043	$ 4,481	$ 59,151

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Note 6. Goodwill and Other Intangible Assets (Continued)

Amortization expense for these intangible assets was $7,330 and $6,130 for the years ended December 31, 2019 and 2018, respectively. Future intangible asset amortization expense estimated as of December 31, 2019 is as follows:

2020	$ 6,923
2021	6,723
2022	6,506
2023	5,808
2024	3,861
Thereafter	24,744
	$ 54,565

Note 7. Long-Term Debt

Long-term debt consisted of the following at December 31:

	2019	2018
Term Loan B, variable interest based on LIBOR plus 2.50% with no LIBOR floor, less discount of $0.4 million (4.299% at December 31, 2019), maturing August 2023	$ 388,218	$ 392,063
Revolving credit facility, variable interest based on LIBOR plus 2.75% (4.55% at December 31, 2019), maturing February 2023	54,000	49,000
Equipment financing agreement, variable interest based on 3-month LIBOR plus 2.5%, due November 2021	5,643	6,479
Other and seller notes	1,222	874
	449,083	448,416
Less current maturities	(5,476)	(5,665)
Less debt issuance costs, net	(2,645)	(3,556)
	$ 440,962	$ 439,195

Syndicated Credit Agreement (Term Loan B and Revolving Credit Facility): On August 12, 2016, the Company entered into a syndicated credit agreement, establishing a $300 million Term Loan B maturing on August 12, 2023 (Term Loan B) and a $125 million revolving line of credit maturing on August 12, 2021 (Revolver). Security for the credit agreement is first priority perfected liens on all property and assets of the Company and each of its subsidiaries. The agreement contains customary representations, warranties, covenants and events of default, including a financial covenant related to leverage. The Term Loan B requires a one percent annual amortization to be paid in quarterly installments.

On April 17, 2018, the Company and the lenders who are parties to the credit agreement entered into a second amendment to the credit agreement. Amendments to the credit agreement included (i) a reduction of the Term Loan B interest rate spread from 275 basis points to 250 basis points, (ii) an increase in the principal amount of the Term Loan B of $100 million, (iii) a reduction of the Revolver interest rate spread from 300 basis points to 275 basis points and (iv) an extension of the Revolver maturity from August 2021 to February 2023. The proceeds of the $100 million add-on to the Term Loan B were used to fund the 2018 acquisitions (see Note 4). In conjunction with the second amendment, the Company incurred fees of $1,484, of which $467 were capitalized and are being amortized over the remaining term of the debt and $1,017 were expensed and included in interest expense.

Note 7. Long-Term Debt (Continued)

At December 31, 2019, the balance outstanding on the Revolver was $54 million. The capacity on the Revolver is reduced by outstanding letters of credit. At December 31, 2019, there were $9.0 million in outstanding letters of credit that serve as collateral for insurance claims, leaving $62.0 million in available capacity under the Revolver.

$10 million equipment financing line: On November 20, 2015, the Company entered into an equipment financing arrangement with a financial institution. The Company used the line for equipment purchases until August 31, 2016, at which time a tranche election was made, which converted the outstanding balance to an amortized tranche. The principal is being repaid on a 10 year amortization schedule priced at 3-month LIBOR plus 250 basis points with a balloon payment due on November 20, 2021. At December 31, 2019, the outstanding balance was $5.6 million.

Other and seller notes: At December 31, 2019, the Company had a capital lease for certain equipment with a total balance of $785. At December 31, 2019 and 2018, the Company had $437 and $644, respectively, outstanding on its swingline account, which was repaid in January of the subsequent year.

As of December 31, 2018, the Company had $230, respectively, outstanding and payable to one former owner of an acquired company. The outstanding balance was paid in full in January 2019.

The aggregate payments of long-term debt outstanding at December 31, 2019 are as follows:

2020	$ 5,476
2021	9,031
2022	4,223
2023	430,714
	449,444
Debt discount, net	(361)
	449,083
Debt issuance costs, net	(2,645)
	$ 446,438

Note 8. Stockholders' Equity

Restricted equity shares compensation: In 2013, the Parent adopted a long-term equity incentive plan (LTIP, the Plan) that authorizes the issuance of two classes of restricted equity interests (REIs) of the Parent to key employees and directors of the Company, which may be awarded as Class B time-vesting REIs (Old Class B) or Class C performance-vesting REIs. Old Class B REIs vest over a period of three years and the vesting of Class C REIs is contingent upon meeting performance goals identified by the Parent. The estimated time expected to achieve the established performance goals causing the Class C REIs to vest is five years. For both the Old Class B and Class C REIs, the Company recognizes compensation expense on a straight line basis over the service period for each separately vesting portion of the award as if the award was, in substance, multiple awards. The Plan provides for the award and issuance of 300,000 REIs.

In 2017, the Parent modified the LTIP and granted new awards of REIs (time-based Class B REIs (New Class B) and performance based Class D and Class E REIs). It also authorized to certain holders of Class C REIs the opportunity to exchange the existing Class C REIs for both Class D and Class E REIs on a 50 percent-50 percent allocation based on the quantity of Class C REIs exchanged. Old Class B and Class C REIs granted prior to 2017 will continue to vest as originally designed, and New Class B REIs granted in 2017 and forward will vest on the earlier of (i) an exit transaction or (ii) seven years from the date of award. The vesting of the Class D and Class E REIs is contingent upon a triggering event that results in the achievement of certain investment return hurdles and, therefore, stock compensation expense will not be incurred or recognized until such time as the triggering event has occurred.

Note 8. Stockholders' Equity (Continued)

The fair value of the vesting units is determined based on the Black-Scholes option pricing model at grant date. On January 1, 2018, the Company adopted FASB ASU No. 2016-09, *Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

A summary of the nonvested shares as of December 31, 2019 and 2018 and the changes during the year ended December 31, 2019 are as follows:

	Class B		Class C		Class D		Class E	
Nonvested Shares	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
	(in 000's)		(in 000's)		(in 000's)		(in 000's)	
December 31, 2018	60	$ 26.19	17	$ 6.00	67	$ 13.61	56	$ 10.22
Granted	32	61.72	-	-	12	58.92	12	49.22
Vested	-	-	-	-	-	-	-	-
Forfeited	(8)	61.72	-	-	(1)	13.61	(4)	10.22
December 31, 2019	84	$ 36.34	17	$ 6.00	78	$ 20.56	64	$ 17.53

In 2019 and 2018, the Parent issued new Class B REIs of 32,185 and 10,125, respectively. As of December 31, 2019, no additional REIs remain available for issuance under the Plan. Total share based compensation expense recognized for the years ended December 31, 2019 and 2018 was $204, net of forfeitures of $150, and $281, respectively, which was related to unvested and vested shares. Share-based compensation expense is included in general and administrative expense in the consolidated statements of operations. At December 31, 2019, there was $2.7 million of total unrecognized compensation cost related to New Class B REIs granted under the Plan; which is expected to be recognized over a weighted average remaining period of five years. In 2019, the Parent issued 11,781 Class D and 11,754 Class E REIs to key personnel. In 2018, the Parent issued 5,000 Class D and 5,000 Class E REIs to key personnel. There will be no share based compensation expense recognized on Class D and Class E REIs as these shares vest only upon the occurrence of a triggering event that results in the achievement of certain investment return hurdles which may or may not be achieved.

Note 9. Employee Benefit Plan

Effective February 1, 2000, the Company began sponsoring a 401(k) Profit Sharing Plan for its eligible employees. Under the plan, eligible employees are permitted to make salary deferrals of amounts up to the Internal Revenue Service (IRS) limitation. Salary deferrals are matched 25 percent by WCA, subject to IRS limitations, and employees are 100 percent vested in these matching contributions after three years of service with the Company. Salary deferrals are 100 percent vested at all times. Matching contributions to the plan for continuing operations totaled $886 and $735 for the years ended December 31, 2019 and 2018, respectively.

Note 10. Income Taxes

The Tax Cuts and Jobs Act (Tax Reform Act), which was signed into law on December 22, 2017, permanently reduces the U.S. corporate income tax rate from a maximum of 35 percent to a flat 21 percent rate, effective January 1, 2018.

The Company's provision for income taxes is determined by applying the applicable statutory rate to the Company's pretax financial reporting income (loss), adjusted for permanent book tax differences. The Company's federal and state income tax provision attributable to pretax income (loss) for the periods reported consist of the following:

	2019	2018
Current:		
Federal	$ -	$ -
State	(681)	(610)
Deferred:		
Federal	5	(6,407)
State	(356)	(371)
Income tax provision	$ (1,032)	$ (7,388)

At December 31, 2019 and 2018, the individually significant components that comprise the Company's deferred tax assets and liabilities are as follows:

	2019	2018
Deferred tax assets:		
Federal net operating loss carryforward	$ 41,280	$ 38,848
State net operating loss carryforward	11,366	11,977
Other	2,239	4,342
Deferred tax assets before valuation allowance	54,885	55,167
Valuation allowance	(19,140)	(19,274)
Deferred tax assets after valuation allowance	35,745	35,893
Deferred tax liabilities:		
Excess of book basis over tax basis of property, plant and equipment, intangible assets and goodwill	(47,329)	(47,107)
Prepaid expenses	(603)	(622)
Deferred tax liabilities	(47,932)	(47,729)
Net deferred tax liabilities	$ (12,187)	$ (11,836)

At December 31, 2019, the Company had a federal net operating loss carryforward (NOL) of approximately $201.2 million which, if not utilized, will begin to expire in 2021. Additionally the Company has state NOLs of approximately $275.8 million which have begun to expire. The amount of both federal and state NOLs that can be utilized to offset taxable income in any individual year may be severely limited. Accordingly, the Company has established valuation allowances against the deferred tax assets associated with its federal NOL and state NOLs. The valuation allowances for federal and state deferred tax assets as of December 31, 2019 and 2018 was $19,140 and $19,274, respectively. The change in the total valuation allowance for the years ended December 31, 2019 and 2018 was a net decrease of $134 and $6,702, respectively. In assessing the Company's ability to realize its deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment.

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Note 10. Income Taxes (Continued)

Included in the balance of net deferred tax liabilities as of December 31, 2019 and 2018 were unrecognized tax benefits of $978, and if recognized in future periods, would impact the Company's effective tax rate.

The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. During the year ended December 31, 2019, the Company did not record any interest or penalties.

The Company is subject to federal income tax in the United States and to state taxes in the various states in which it operates within the United States. With few exceptions, the Company remains subject to both U.S. federal income tax and to state and local income tax examinations by taxing authorities for tax years through 2002. Currently, the Company is not involved in a federal income tax examination.

The table below reconciles the Company's statutory income tax provision attributable to pretax income (loss) to its effective income tax provision at December 31, 2019 and 2018:

	2019	2018
Statutory federal tax (expense) benefit	$ 314	$ 2,730
State income tax expense, net of federal tax	(819)	(1,057)
Valuation allowance	134	(6,702)
Nondeductible expenses, accrual adjustments and other	(661)	(2,359)
Effective tax provision	$ (1,032)	$ (7,388)

In 2019, the State of Texas initiated and substantially completed a sales tax audit for the fiscal years 2016, 2017 and 2018, which resulted in a $1.0 million charge to selling, general and administrative expenses.

Note 11. Revenues

The Company's operations consist of the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. Revenues are generated primarily from the Company's collection operations, which consists of residential, commercial and roll-off customers, and landfill disposal services. The following table reflects total revenues by service line for the years ended December 31, 2019 and 2018:

	2019	2018
Total revenues:		
Collection:		
Residential	$ 114,659	$ 109,644
Commercial	80,448	71,713
Roll-off	84,134	64,477
Total collection	279,241	245,834
Disposal, net	55,929	52,909
Transfer and other	67,763	58,519
Total revenues	$ 402,933	$ 357,262

Other includes recycling material sales and commodity revenues of $5.8 million and $5.4 million for the years ending December 31, 2019 and 2018, respectively.

Note 12. Commitments and Contingencies

Operating leases: The Company leases certain of its operating and office facilities for various terms. Lease expense aggregated $2,208 and $2,404 during 2019 and 2018, respectively. The long-term, non-cancelable rental obligations at December 31, 2019 are due in the following years:

2020	$ 2,126
2021	1,278
2022	1,217
2023	1,070
2024	649
Thereafter	410
	$ 6,750

Financial instruments: Letters of credit, performance bonds, and other guarantees have been provided by the Company to support performance of landfill final closure and post-closure requirements, insurance contracts, and other contracts. Total letters of credit and performance bonds outstanding at December 31, 2019 aggregated approximately $149 million.

Environmental matters: In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds.

From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates.

The Company may also be subject to liability for any environmental damage that its solid waste facilities cause to neighboring landowners or residents, particularly as a result of the contamination of soil, groundwater, surface water, and drinking water, including damage resulting from conditions existing prior to the acquisition of such facilities by the Company.

The Company may also be subject to liability for any off-site environmental contamination caused by pollutants or hazardous substances whose transportation, treatment, or disposal was arranged by the Company or its predecessors. Any substantial liability for environmental damage incurred by the Company could have a material adverse effect on the Company's financial condition, results of operations, or cash flows. As of December 31, 2019, the Company was not aware of any significant environmental liabilities.

Legal proceedings: The Company is a party to various legal proceedings that have arisen in the ordinary course of business. Losses resulting from most legal proceedings are covered by insurance policies maintained by the Company, less applicable deductibles or retention amounts that range from $100 to $500 depending on the nature of the insurance coverage. While the results of these matters cannot be predicted with certainty, the Company believes that losses, if any, resulting from the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. However, unfavorable resolution could affect the consolidated financial position, results of operations or cash flows for the period in which they are resolved.

Note 12. Commitments and Contingencies (Continued)

In May 2018, a collective action lawsuit was filed in Federal court in Houston, Texas against the Company alleging violation of the wage and hour requirements of the Fair Labor Standards Act as a result of the Company deducting from the paychecks of current and former commercial drivers of the Company one-half hour for the daily lunch breaks such drivers are required to take under Department of Transportation's rules and regulations and the Company's safety policy. Following initial discovery, the Company and legal counsel for the named plaintiffs mediated this lawsuit in December 2018, at which time the Company entered into a memorandum of understanding for settlement and resolution of the lawsuit. The settlement amount is $1.64 million, which includes legal fees to be paid to the attorneys representing the named plaintiffs in the lawsuit and administrative costs. All eligible class members have been provided written notice of the terms of the settlement, who had until April 3, 2019 to elect to opt into the settlement of the lawsuit and receive their portion of the net settlement amount. Under the terms of the settlement, the lawsuit will be dismissed with prejudice and any and all claims under the Fair Labor Standards Act or equivalent state statutes will be released by each of the eligible class members who opt into the settlement. This collective action lawsuit resulted in the Company incurring and expensing legal costs of $1.8 million in 2018, inclusive of the settlement amount of $1.64 million which is included in selling, general, and administrative expenses in the consolidated statement of operations for the year ended December 31, 2018. Under the terms of the settlement, $108 of the settlement amount will be refunded to the Company, which refund is expected to be received in the first quarter of 2020.

Other than as set forth above and routine litigation incidental to the Company's business, which is not currently expected to have a material adverse effect upon its financial condition, results of operations or prospects, there are no pending material legal proceedings to which the Company is a party or to which any of its property is subject.

Other potential proceedings: In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds. From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates. Moreover, the Company may become party to various claims and suits pending for alleged damages to persons and property, alleged violations of certain laws and alleged liabilities arising out of matters occurring during the normal operation of a waste management business.

No assurance can be given with respect to the outcome of any such proceedings or the effect such outcomes may have on the Company, or that the Company's insurance coverages would be adequate. The Company is self-insured for a portion of its general liability, workers' compensation and automobile liability. The Company's excess loss limits related to its self-insured portion of (i) general liability and workers' compensation are $100 and $250, respectively and (ii) automobile liability is $500. The frequency and amount of claims or incidents could vary significantly from quarter-to-quarter and/or year-to-year, resulting in increased volatility of its costs of services.

Note 13. Subsequent Events

The Company has evaluated subsequent events through March 11, 2020, which is the date the consolidated financial statements were issued.

On January 10, 2020, the Company closed the acquisition of the solid waste roll-off collection and recycling assets and transfer station permit of Central Arkansas Recycling & Disposal Services, an Arkansas limited liability company (CARDS). Total estimated consideration for this acquisition was $7.95 million, net of $500 held back at closing for potential indemnification claims, which holdback amount will be disbursed to seller in 2020 less the amount of any such indemnification claims. In connection with this acquisition, the Company's Arkansas operating subsidiary (Waste Corporation of Arkansas, LLC) entered into a long-term operating agreement with CARDS pursuant to which it will operate CARDS' Class IV construction and demolition waste landfill in Little Rock, Arkansas (the CARDS Landfill) for its remaining life. Waste Corporation of Arkansas, LLC also has the right to acquire additional real property from an affiliate of CARDS upon receipt of regulatory approval for expansion of the CARDS Landfill. Waste Corporation of Arkansas, LLC will also own and operate the municipal solid waste transfer station that is permitted for operation adjacent to the CARDS Landfill.

On February 28, 2020, the Company acquired certain assets of American Waste Management, LLC for a total estimated purchase price of $0.7 million.

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TAB 6

NOTARIZED AFFIDAVIT OF COMPLIANCE
E-VERIFY
CERTIFICATE OF GOOD STANDING
W-9
EQUIPMENT TO BE USED
MUNICIPAL REFERENCES
FACILITIES TO BE USED
CONTRACTOR LICENSE; CITY, TRANSFER STATION, LANDFILL
SAMPLE CERTIFICATE OF INSURANCE
JOPLIN-EMERGENCY SERVICES 2011

AFFIDAVIT OF COMPLIANCE

CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

__X__ We **TAKE** exception to the RFP Documents/Requirements as follows:

Any roll off container requiring solid waste disposal shall be charged a fee of $45.00 per ton at the Joplin Transfer Station

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri LLC **ADDENDA**

By Max Murray
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address 2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: December 10, 2020

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 12-01-2020

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email mmurray@wcamerica.com

FEID No. 76-0657707

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2020** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray *(Name* who is Municipal Marketing Representative *(Title)* of Waste Corporation of Missouri LLC *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: Max Murray

Subscribed and sworn to before me this 14h day of December, 2020.

Tammy Lee Agee
Notary Public

My commission expires: 01/31/2023

TAMMY LEE AGEE
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 19933339
My Commission Expires 01-31-2023

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation In the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer Include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work In the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify Is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program Is found In Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to In this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found In Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available Information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation In E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    c. institutions of higher education, State, local and tribal governments and

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibllities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 40635
Client Company ID Number: 297548

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

WCA Management Company, L.P. (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **WCA Management Company, L.P.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 40635 **Client Company ID Number:** 297548

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer WCA Management Company, L.P.	
Name (Please Type or Print) Michael A. Roy	Title Vice President
Signature 	Date 1-19-10
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Ronnie Ho	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

Company ID Number: 40635
Client Company ID Number: 297548

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400
Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WCA of Missouri, LLC

FL001415520

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

EQUIPMENT TO BE USED

YEAR	MAKE/MODEL DESCRIPTION	HOURS/MILES (AS OF_____)	OWN/LEASE	NUMBER OF UNITS
2020	Waste Equip Containers	New	Own	74 +/-
2020	Autocar Rear Load	existing	Own	2
2020	Heil Bodies	existing	Own	2
2021	Autocar Front Load	New	Own	1
2018	Autocar Front Load	existing	Own	1
2017	Autocar Front Load	existing	Own	1
2013	Mack Front Load	existing/spare	Own	2

INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

SAMPLE CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	Ironshore Specialty Insurance Company	25445
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			ENVP000026420	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1722399	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			004207601	08/01/2020	08/01/2021	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC048425945 (AOS) WC048425946 (FL)	08/01/2020 08/01/2020	08/01/2021 08/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Onsite Clean up Pre- Onsite Clean up New Offsite Clean up Pre	$10,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570083354394

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AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570083354394	
CARRIER: See Certificate Number: 570083354394 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC048425947 (ND,OH,WA,WY)	08/01/2020	08/01/2021		
	OTHER							
D	Env Site Liab			ENVP000026420 Claims Made	08/01/2020	08/01/2021	Offsite Clean up New	$10,000,000

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Corporation of Missouri, LLC

2 Business name/disregarded entity name, if different from above

WCA of Missouri, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1330 Post Oak Blvd., 7th Floor

6 City, state, and ZIP code

Houston, TX 77056

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	5	7	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

Business name . : WASTE CORPORATION OF MO LLC
Phone number . : (417) 623-6620 Ctl nbr . : 3370
Location addr . : 3700 W 7TH ST
Lic Nbr/Class . : 20 00012990 TRASH HAULER
Issue date . . : 1/17/20 Expiration date . : 12/31/20

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

Waste Corporation of Missouri - Joplin Transfer Station

Permit Number: 0409701
Date Issued:
County: Jasper
Solid Waste Management District: M (../swmd/distm.htm)
DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)

Contact:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

Owner:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

OAK GROVE LANDFILL PERMITS

1150 E 700 AVE

ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Insurance Company	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Underwriters At Lloyds London	15792
INSURER E:	XL Insurance America Inc	24554
INSURER F:	Ironshore Specialty Insurance Company	25445

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

COVERAGES **CERTIFICATE NUMBER:** 570079454309 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ENVP000026419 General Liability	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $25,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1722313 AOS	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			004207600 Umbrella	10/01/2019	08/01/2020	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC14022202 AOS WC14022201 FL	08/01/2019 08/01/2019	08/01/2020 08/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570079454309

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AGENCY CUSTOMER ID: 10646024
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	WCA Waste Corporation
POLICY NUMBER: See Certificate Number: 570079454309	
CARRIER: See Certificate Number: 570079454309 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				US00094618LI19A 25MM XS 25MM	10/01/2019	08/01/2020	Aggregate	$25,000,000
							Each Occurrence	$25,000,000

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Active Municipal Partnerships

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241 Customer
since July, 2016

Additional references available upon request.

Webb City
We Love It Here!

City of Webb City * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

To: **Whom it may concern**

From: **Carl Francis, City Administrator**

Subject: **Letter of Reference**

Date: **09/29/2020**

The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.

I would not hesitate to recommend their services.

Sincerely;

Carl Francis
City Administrator
Webb City Missouri

City of Sarcoxie
111 N. 6th Street | PO Box 130 | Sarcoxie, MO 64862
Phone: 417-548-7242 | Fax: 417-548-3108
Website: www.sarcoxiemo.com

November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

Don Triplett
Mayor
City of Sarcoxie
mayor@sarcoxiemo.com

BLAKE MILLER
MAYOR

BRAD HANGER
CHIEF OF POLICE

CITY OF MANSFIELD
PO BOX 467
MANSFIELD MO 65704

TRACY DAVIS
CITY CLERK

WENDY HEYWOOD
COURT CLERK

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

Joplin Missouri
May 23, 2011 Tornado Facts

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.

- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.

- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.

- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.

- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.

- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.

- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011

TAB 7

CITY OF JOPLIN ADDENDUMS TO RFP #102-2020

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

DESCRIPTION: ADDENDUM #1 December 1, 2020

RFP Due Date: 3:00 P.M., CDST, Wednesday, December 16, 2020

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: David K. Hertzberg P.E. **Email:** dhertzbe@joplinmo.org

Phone: 417-624-0820, ext. 500 **Fax:** 417-625-4738

1. Are there any Addendums posted for Bid #102-2020?

   This Addendum, Addendum # 1 is now posted.

2. What is the submission date of the proposals?

   The new proposal submission date is December 16, 2020 3:00 p.m.

3. Are any services scheduled for Saturday service?

No services are regularly scheduled for Saturday service, but we may request Saturday service during a special event.

4. Are front load containers approved for use?
   Yes, front load containers are approved for use. If front loaders cause any damage to powerlines or other property, the contractor will be considered responsible for repairs.

5. Does the City want the billing cost to be invoiced by the number of times each container is serviced or averaged on a monthly basis?

   The City would like to pay one monthly bill that shows the servicing of containers that occurred in that month.

6. Does the City have constituent analysis on the materials discarded from the WWTP's identifying that waste as hazardous waste, special waste, or MSW? Does the City require any manifests documenting service to these containers?
   No, the City does not have constituent analysis on the materials discarded from the WWTP. We do not require any manifests documenting service to these containers. The waste from the WWTP is exempted from EPA regulations.:

§261.4 Exclusions.

(a) Materials which are not solid wastes. The following materials are not solid wastes for the purpose of this part:

(1)(i) Domestic sewage; and

(ii) Any mixture of domestic sewage and other wastes that passes through a sewer system to a publicly owned treatment works for treatment, except as prohibited by §266.505 and Clean Water Act requirements at 40 CFR 403.5(b). "Domestic sewage" means untreated sanitary wastes that pass through a sewer system.

7. Performance Bond:

   Section 1 calls for $500,000 performance Bond which will be significantly more than the annual revenue collected and is being questioned by Bonding Company

   The performance Bond will be $25,000.00

8. Flat rate for nuisance roll-off located at PWC?

   The City will pay a flat rate per pull of the 40-foot nuisance roll-off located at PWC.

9. What is the required bid bond?

   The City does not require a bid bond for this proposal.

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray Date: December 2, 2020

Respectfully Submitted,

David Hertzberg, P.E.

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri

602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY
Waste Corporation of Missouri, LLC (dba WCA of Missouri, LLC)
2211 W. Bennet
Springfield, MO 65807
417-851-1900

AGREEMENT

THIS AGREEMENT, hereinafter referred to the or this "Agreement" or "contract"), made and entered into this 21st day of February, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and Waste Corporation of Missouri, LLC (WCA of Missouri, LLC), a Delaware limited liability company authorized to transaction business in the State of Missouri with offices at 2211 W. Bennett Springfield, Missouri 65807, hereinafter referred to as the "Company" or the "Contractor")

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request for Proposal **Joplin City Services RFP: #102-2020** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated December 8, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Appendix A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents as set forth in Section 11 of this Agreement.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Appendix A. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the

work, shall be furnished to the Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Company represents that Company will secure, at Company's own expense, all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least ten (10) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City, become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the date of termination. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Company.

8. **Assignment:** The Company shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Company from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall, in subject to applicable law, not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation only upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall provide an estimate of cost of any additional work or services to be incorporated by a

modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Company shall consist of (1) This Agreement which embodies the requirements contained herein, (2) the Request for Proposal attached hereto as Exhibit A, and any amendments thereto and, (3) the proposal attached hereto as Exhibit B, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This Agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Company shall not be entitled to any of the benefits established for the employees of the City

nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor, is for the acts and omissions of persons it directly employs. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company

shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured 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/sovimmunity.php).

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-

owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Company shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Company shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Company and/or any subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Company, upon 10 days written notice, to execute a contract addendum whereby the Company agrees to provide, at a price not exceeding Company's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

21. **Liability and Indemnity:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of

any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the Company be liable to the City for special, indirect, or consequential damages, except those caused by the Company's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at Twenty-Five Thousand Dollars ($25,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This Agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

26. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
David K. Hertzberg, P.E.
Director of Public Works

COMPANY

_**Waste Corporation of Missouri, LLC**__
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

CERTIFICATE OF DIRECTOR OF FINANCE:
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS TO FORM:

Peter Edwards, City Attorney

COUNCIL BILL NO. 2021-104 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC (WCA) to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Whereas, beginning April 1, 2021 the City of Joplin will manage City Services Trash and Solid Waste Removal through an exclusive agreement with WCA and said agreement expires on March 31, 2024.

Whereas, the City of Joplin accepted three competitive, sealed Proposals (RFP-102-2020) on December 8, 2020 for City Services Trash and Solid Waste Removal, and WCA provided the lowest cost bid.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" from each of the Departments.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount of funding is available in each of the Departments budgets utilizing the City Services Trash and solid waste removal called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2021-400 –Agreement between the City of Joplin and Economic Security Corporation of Southwest Area.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
January 18, 2021

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to manage the 2019 Homeowner Rehabilitation Program for income eligible homeowners.

BACKGROUND;
Economic Security Corporation has operated a successful homeowner rehabilitation program for numerous years. Currently projects that were funded under 2018 program year funds are being completed, and the Community Development office desires to make available 2019 program year funds to allow activities to remain uninterrupted. The attached agreement is a renewal of funding for Economic Security Corporation to continue the Homeowner Rehabilitation Program on the behalf of the Joplin HOME Consortium.

FUNDING SOURCE
This Council Bill provides One Hundred Nine Thousand Seven Hundred Eighty Four Dollars and Seventy Five Cents ($109,784.75) from HOME Investment Partnership Grant M19DC290209.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2019 Action Plan.

Staff recommends approval of the agreement.

ATTACHMENTS
CB2021-400 Ordinance; 2019 Homeowner Rehabilitation Agreement

2019 HOMEOWNER OCCUPIED REHABILITATION
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this __day of _____, 2021 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "Government" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development.

WHEREAS, Government has applied for and received a HOME Investment Partnership Grant from the U.S. Department of Housing and Urban Development for FY 2019 (HOME funds).

WHEREAS, Subrecipient requests the Government to reserve $109,784.75 from its 2019 HOME funds for a Homeowner-occupied Rehabilitation Program.

WHEREAS, the Government is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low income homeowners with housing rehabilitation projects.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Government and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a Homeowner Rehabilitation Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92 and in accordance with the guidelines adopted by the Government, which are incorporated herein in Article IV as additional provisions. Implementation shall include, but is not limited to, attracting eligible participants to the program, assessing their eligibility under the HOME program, and informing participants of the requirements for receipt of HOME loans.

2. The term of the Agreement shall begin on the date specified above and end two years from this date or until the entire HOME funds allocated for the Homeowner Rehabilitation Program

pursuant to this Agreement have been loaned or marked for a particular loan, or whichever comes first.

3. Subrecipient shall provide any reports and information as required by the Government to document compliance with HUD HOME Program regulations. This shall include the following information on each homebuyer: level of income (households <=30% of area median income, households >30% and <=50% of median income, and households >50% and <=80% of median income), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Government, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Government, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the Government, its officers, agents, and employees.

5. Subrecipient shall insure that all potential recipients of HOME Homeowner Rehabilitation funds receive homeownership counseling.

6. Subrecipient shall recommend to the Government eligible homeowners for non-repayable loans. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the HOME loans and a signed statement from the prospective homeowner that HOME Program requirements were explained to them.

7. Subrecipient agrees that all residential loans awarded under the Homeowner Rehabilitation Program will be in accordance with the conditions of this agreement.

ARTICLE II

1. Under any program funded in whole or in part with HOME funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of

1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. As it may be applicable, Subrecipient agrees to comply with the Minority/Women's Business Outreach section of the Annual Action Plan as adopted by the Government and as approved by the U.S Department of Housing and Urban Development.

5. Subrecipient agrees to comply with all applicable regulations and requirements of the HOME program as set out in 24 CFR 92, and to maintain adequate records to document such compliance.

6. Subrecipient agrees to comply with HUD Regulations governing the treatment of lead-based paint hazards in HOME Assisted Residential Housing at 24 CFR Part 35.

7. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The Government agrees to reserve $109,784.75 from its 2019 HOME funds for use by eligible clients of Subrecipient in the implementation of a Homeowner Rehabilitation Program assisting approximately six (6) homes.

2. Subrecipient agrees to use and the Government agrees to provide funding, pursuant to performance of these activities in an amount not exceeding $109,784.75 from its 2019 HOME funds overall and not exceeding $27,500 per homeowner assisted including project-specific soft costs according to the budget in Attachment A.

3. The Government agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient of primary responsibility for compliance.

4. The Government agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.

5. The Government agrees to assist Subrecipient staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local housing codes.

6. The Government agrees to award, to eligible prospective homeowners referred to it by Subrecipient, forgivable loans as described in the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

7. Government agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of Government of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed loan application from an eligible Homeowner Rehabilitation Program loan applicant, the Government will award HOME financing assistance according to the 2008 Owner-occupied Rehabilitation Program Policies and Procedures.

2. Subrecipient clients will have exclusive access to the Joplin HOME Consortium funds committed under this agreement for Homeowner Rehabilitation Program.

3. Subrecipient will ensure that all prospective homeowners will receive counseling on the obligations, terms, and conditions associated with a HOME-funded rehabilitation of a house.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Subrecipient.

3. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the Government to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the Government.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24CFR Part 92, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under § 92.352 and the intergovernmental review process in § 92.357 does not apply.

4. Subrecipient is responsible for affirmative marketing in accordance with § 92.351, if the HOME funds administered by Subrecipient will be used for housing containing five or more assisted units.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.

6. *Reversion of assets.* Upon expiration of this agreement, Subrecipient must transfer to the participating jurisdiction any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the Government from time to time.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 24 CFR 85.44.

9. If Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, Subrecipient must have a written agreement with each party which meets the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2021.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

John Joines
Chief Executive Officer

Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

Barbara Gollhoffer
City Clerk

APPROVED AS TO FORM:

Peter Edwards
City Attorney

ATTACHMENT A

Detailed budget of funding and projected expenditures

$ 25,000	Amount of homeowner rehabilitation assistance per applicant.
$ 2,500	Amount of homeowner rehabilitation administration per applicant.

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training

positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

G. The SUBRECIPIENT certifies that with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT C

HOMEOWNER AGREEMENT

Whereas, _____ ("Homeowner") is receiving HOME Investment Partnerships (HOME) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate home located at <*insert address*> in compliance with City of Joplin building codes and HOME Program Housing Quality Standards. The estimated after-rehabilitation value of the home is $_____.[1]

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Principal Residency and Income Eligibility
Homeowner agrees that if during the <*insert occupancy period*> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Subrecipient may require immediate payment in full of the entire loan amount provided by the Subrecipient.

Homeowner agrees that if during the <*insert occupancy period*> he/she/they sell part or all of the property without Subrecipient's prior written consent then the Subrecipient may require payment in full the amount of the loan outstanding at time of sale.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive CDBG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

[1] The after-rehabilitation value must not exceed 95 percent of the median area purchase price, as required under 24 CFR 92.254(a)(2)(iii)

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the_____of _____ and the Note will be released.

Attachment

A. Scope of Work
B. Recapture Provisions (Deed Restriction)

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

_____

_____

Economic Security Corporation **Homeowner**

_____

_____

Notary Public **City of Joplin**

Commission Expiration Date:

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2021-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will manage the 2019 Homeowner Rehabilitation Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, Economic Security Corporation of Southwest Area is entered into for one hundred nine thousand seven hundred eighty four dollars and seventy five cents ($109,784.75), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-401 - Agreement between the City of Joplin and Olsson Associates

ORIGINATING DEPT
Planning, Development & Neighborhood Services

MEETING DATE
January 19, 2021

REVIEWED BY
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
This Council Bill authorizes the execution of a contract for services between the City of Joplin and Olsson Associates to complete an Active Transportation Assessment for the City of Joplin. This work task was approved in the Joplin Area Transportation Study Organization's (JATSO) Fiscal Year 2021 Unified Planning Work Program (UPWP).

BACKGROUND
This Council Bill authorizes the City of Joplin to enter into an Agreement with Olsson Engineering for Transportation Planning Services to conduct an Active Transportation Assessment for the City of Joplin. City staff has seen a marked increase in bicycle and pedestrian projects and system connectivity in the last decade. As part of JATSO's Metropolitan Transportation Plan update, staff identified a need for a targeted plan that addressed the City of Joplin's needs specifically.

The Active Transportation Assessment will:
- Educate and train staff and community stakeholders in contemporary best practices for active transportation
- Assess the current on- and off-road active transportation network
- Provide an implementation plan for connectivity and new active transportation projects
- Recommend programmatic and policy changes to improve the transportation planning and project implementation process

FUNDING SOURCE
80% of funding comes from the federal Consolidated Planning Grant. The remaining 20% comes from the City of Joplin Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of this Council Bill.

ATTACHMENTS
Bid Tabulation, Work Authorization, Scope of Services.

City of Joplin Active Transportation Assessment
Consultant Selection Committee Scoring

Name of Firm _____

Criteria	Points Possible	Points Awarded
Cost of Proposal – the response must contain a cost for each project/process recommended as well as a not to exceed amount.	25	
Methodology – the vendor describes the methodology that will be used to complete the work and demonstrates an ability to perform the work described in the RFP.	20	
Staff – the vendor has capable and available staff to serve the City of Joplin in a competent and timely manner.	20	
Experience – the vendor has previous experience performing related projects of a complex nature including, but not limited to, similar size and type of organization.	20	
References – the vendor provides positive references for previous work of a similar nature.	15	
Total	100	

Please complete the scoring sheet for each RFP response received and return to Taylor Cunningham by 5:00 pm on Friday, December 18, 2020. Thank you!

January 11, 2021

Active Transportation Assessment Bid Tabulation

Summary: The City of Joplin received four responses to the Request for Proposals for the Active Transportation Assessment. A selection committee was formed with representatives from appropriate departments to score the proposals and conduct interviews of the top two scoring firms. These departments included Planning, Public Works, Health, Parks and Recreation, and the Convention and Visitors Bureau. The committee's representative from the Health Department was unable to attend one of the interviews, so their scores were omitted from the interview tabulation. Scores were calculated using the average score from the response to the RFP plus the average score from the interview. See attached tables and example scoring sheets.

Response to RFP				
Department	Olsson	Transystems	McClure	Horner Shifrin
Planning	99	97	89	98
Public Works	95	91	79	83
Health	95	97	87	91
Parks	98	86	59	75
JATSO	100	95	75	98
CVB	86	96	74	85
Average	95.5	93.7	77.2	88.3

Interview		
Department	Olsson	Transystems
Planning	20	18
Public Works	16	13
Parks	19	18
JATSO	20	17
CVB	19	18
Average	18.8	16.8
Total Points	114.3	110.5

City of Joplin Active Transportation Assessment
Consultant Interview

Consultant: _____

The consultant's presentation was clear and professional.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated how it would work with the City of Joplin using specific timelines, milestones, and work products.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant responded to questions clearly and professionally.

1	2	3	4	5
Disagree		Somewhat		Agree

The consultant's presentation demonstrated the firm's ability to complete the Active Transportation Assessment update as outlined in the RFP.

1	2	3	4	5
Disagree		Somewhat		Agree

Additional comments:

Total Score _____/20

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Joplin Active Transportation Assessment	

WORK AUTHORIZATION NUMBER OLS-OC21-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC21-01 exceed the sum of One Hundred Thousand Dollars Dollars ($100,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured 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/sovimmunity.php).

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Clayton Cristy, P.E.

Title: Vice President

Date: 1/7/21

By: _____

Printed Name: Jack Schaller, P.E.

Title: Vice President

Date: 1/7/21

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

ATTACHMENT A
Scope of Services

Phase 100 – Project Management

Task 101: Project Management
Throughout the planning process, Olsson's project manager will be in regular contact with the City of Joplin Planning Department's staff to keep them apprised of project efforts and to seek input at key decision points. This will include virtual meetings, in-person meetings (when COVID restrictions are lifted), e-mails, telephone, and written documents. Olsson will provide accurate project invoicing with monthly progress reports summarizing tasks completed. In addition, meeting summaries including a list of follow-up tasks and responsible parties will be provided by Olsson. At the completion of each major work task, Olsson will produce a technical memorandum with accompanying maps and graphics.

Project Management Deliverables
- Project management and QA/QC process
- Final refined detailed scope, schedule, and outreach program
- Monthly progress reports to accompany invoices

Lump Sum Fee $4,500

Phase 200: Review of Existing Plans and Bicycle and Pedestrian Facilities and Mapping of Existing Bicycle and Pedestrian Facilities

Task 201 – Review Background Documents and Plans
The Olsson/Laneshift Team will review background planning documents relevant to the City of Joplin's Active Transportation Assessment, to become more fully familiarized with the city's and region's transportation network and its inclusion of multimodal and active transportation facilities (existing and proposed).

This will include reviewing existing planning documents, studies, analyses, and other recent and ongoing planning efforts, including:
- JATSO's Bicycle and Pedestrian Transportation Plan
- JATSO's Metropolitan Transportation Plan (February 2021 anticipated adoption)
- JATSO's Transportation Improvement Program
- Joplin's Transportation Improvement Program and Capital Improvements Plan
- Joplin Parks and Recreation Master Plan (January 2021 anticipated adoption)
- Joplin Sidewalk Inventory and Assessment Study

Task 202 – Review Existing and Proposed Bicycle and Pedestrian Facilities
The Olsson/Laneshift Team will collect existing data and recent updates from the City of Joplin's GIS data to prepare base maps. Relevant mapping data includes aerial photography and ESRI shapefiles, as well as files from existing, relevant plans. Other critical information includes area bicycle and pedestrian projects, transit projects, and sidewalk projects that are planned, proposed, currently underway, or recently completed, along with ongoing infrastructure projects that may include opportunities for integrating Complete Streets solutions. Additionally, our Team will field inspect existing bicycle and pedestrian facilities and perform a "SWOT" analysis to identify Strengths, Weaknesses, Opportunities, and Threats

for each facility. Likewise, we will review proposed bicycle and pedestrian facilities and provide the same level of SWOT analysis. Based on field investigations and data provided by the City, Olsson will prepare GIS base maps depicting the city's existing bikeway and walkway systems. The maps will be developed at an appropriate graphic scale to communicate existing conditions and for incorporation into the existing conditions report.

Based on data availability from the City of Joplin, Olsson shall run Bicycle-Level-of-Traffic-Stress (BLOTS) and Pedestrian-Level-of-Stress (PLOS) analysis on existing roadways. The statistically-calibrated analysis uses roadway information—such as lane widths, presence of shoulder, speed limit, sidewalk width and location, traffic counts, and crash data - to define appropriate bicycle and pedestrian conditions for each roadway environment. For consistency, Olsson shall use the street classifications defined in the MTP.

Task 203 – Municipal Code Review and Model Ordinance Development and Policy
Olsson will review Joplin's development standards (such as ordinances for subdivisions, sidewalks, and parking, policies for plan development review, or roadway and streetscape standards) to identify general issues impacting the bicycle and pedestrian environments. Olsson will then develop model Municipal Code and policy language for elements including, but not limited to, Complete Streets, bicycle parking, and greenways, enabling the City of Joplin and JATSO to maximize bicycle and pedestrian improvements in conjunction with new development, redevelopment, transit routes, and corridor improvement projects.

Task 204 – Review Existing Legislation, Policy and Documentation
Olsson will collect and summarize information on local, regional, state, and federal legislation relevant to bicycle and pedestrian funding, regulation and enforcement, and implementation. This review will also include the City's and JATSO's comprehensive plan policies (including relevant elements, such as traffic, transportation, parks, open space, recreation, and land use) to determine if existing policies adequately provide for the development of bicycle and pedestrian facilities within the City.

Task 205 – City Walk and Bike Friendly Community Audit
Olsson will conduct a Bicycle and Walk Friendly Community audit at the beginning of the planning process to efficiently identify opportunities for improvement that addresses a balanced approach to the "5E's" (engineering, education, enforcement, encouragement, and evaluation). The results from the audit will be integrated into the Action Plan in Task 4.

Task 206 –Best Practices, "5E's" Report
Olsson will develop a Best Practices, "5E's" report identifying potential changes to improve bicycle and pedestrian equity, engineering, education, encouragement, and evaluation efforts. These recommendations will be based both on results of the previous tasks that identified problem areas plus experience gained in communities nationally. The report will present the programmatic recommendations as short-, medium-, and long-term priorities.

Task 207 – Existing Conditions, Opportunities, and Constraints Technical Memorandum
Based on information and data collected under the tasks listed above, Olsson will prepare a technical memorandum describing the city's existing bikeway and walkway network and summarizing opportunities and challenges that may impact system improvements.

Phase 200 Deliverables

- Field investigation of existing and potential bicycle and pedestrian corridors
- Base maps of existing and planned bicycle and pedestrian facilities

- Technical memorandum describing existing conditions, opportunities, and challenges
- Technical memorandum on Best Practices, "5E's" Report
- Citywide Bicycle and Walk Friendly Community Designation Action Plan
- Technical memorandum summarizing background documents, plans, and interviews
- Technical memorandum summarizing suggested updates to codes, legislation and policies
- Draft Model Code and Policy for adoption by Joplin

Lump Sum Fee $15,000

Phase 300 – Public Involvement and Steering Committee
(Depending on local, state, and national health policies and guidelines, Olsson can accommodate virtual meetings as well as in-person meetings. We have facilitated scores of virtual meetings in 2020 with tremendous results and input from the participants.)

Task 301 – Public Involvement Plan
Upon notice to proceed, Olsson shall schedule a virtual meeting with the City's Planning Department staff to develop a Public Involvement Plan (PIP) to set a course for the study. The PIP will be flexible so that ideas gleaned from conversations with stakeholders during the planning process can be integrated into the approach moving forward. Olsson's approach to public involvement is proposed to include:

Social Media
Olsson will provide content for a project webpage that will be hosted by the City of Joplin's existing website. In addition to providing content for a webpage, content for social media posts shall be provided during key outreach moments throughout the lifetime of the project (i.e. survey launch, public event, etc.).

Media Releases and Electronic Communications
At key milestones, Olsson will notify Joplin's PIO so they can prepare media releases and news articles for release to local media and established interest groups.

Online Survey
Olsson will develop an online survey to determine general needs and concerns surrounding bicycling, walking, connectivity issues, and transit in the city. The project team will make the survey available fin both an online format for the webpage and social media accounts, as well as a hard copy format available in civic locations, local bicycle shops, and public spaces.

Focus Groups and Stakeholder Interviews
To assist the City and the project team in identifying specific active transportation and multimodal needs throughout the City, Olsson will conduct targeted focus group meetings during the needs assessment phase of the study. The focus groups will be jointly identified by City staff, Steering Committee members and Olsson/Laneshift and could include, for example: healthcare; bicycling and pedestrian advocates; transit; key merchant/retail associations; people living with mobility challenges, underserved populations, and others. We recommend four targeted focus groups based on our recent experience and data from the MTP, specifically the comments received regarding bicycling, walking, and transit. Stakeholders identified in the City's RFP include: Joplin Trails Coalition, Trails and Connectivity Working Group,, Joplin Area Chamber of Commerce as well as the Smart Growth America Complete Streets Consortium

participants and the Missouri Department of Health and Senior Services active transportation planning grant participants.

Community Information Sessions
Olsson will hold two rounds of community information sessions during the planning process. These sessions shall be conducted virtually. The first round will be held during the needs assessment phase and the second round will be held during the recommendations phase. These sessions are an important part of the study to see that the Plan is meeting the needs of the city at large and providing citizens and stakeholders with an opportunity to identify priorities for implementation.

Task 302 – Establishment of Project's Steering Committee
Based on membership recommendations from the City of Joplin, a project steering committee shall be established. Membership could include individuals that served on recent planning studies and their involvement would provide continuity to the process. The steering committee shall be an integral member of the planning team and will be used as a "sounding board" for ideas and concepts presented by Olsson throughout the planning process. The steering committee shall meet with Olsson team members at key times during the planning process and their input will assist Olsson with the preparation of the Active Transportation Assessment Plan. The City will assist in identifying the names and contact information of the people to participate in this group.

Task 303 – Kick-Off Meeting
Prior to the scheduling of the Kick-off Meeting, Olsson/Laneshift will have completed the two (2) Study Tours described in Task 3 – Education and Training, Subtask 3.1. Olsson project team members will meet with the City of Joplin's project coordinator(s) and the steering committee to:

- Review the "lessons learned" from the two Peer Community Study Tours, and
- Define the Community Vision, Project Purpose and Guiding Principles (Task 3.4)

Task 304 – Steering Committee Meetings
Olsson will provide facilitation for steering committee meetings. The committee will review and comment on materials to be presented to the public, help advertise the plan process, and distribute information to the larger community. Due to the in-depth Education and Training in Task 3, which will include the Steering Committee members, it is recommended that the steering committee meet twice (virtually) during the planning process. The first meeting will occur early in the planning process to establish goals, identify needs and opportunities. The second meeting will occur later in the planning process to review preliminary improvement alternatives and preferred improvement alternatives.

Task 305 – Steering Committee Walking and Bicycling Tour
The first steering committee meetings could include a bicycling, walking, or transit tour. This tour will achieve the following goals:

- Allow the steering committee to share close-up, first-hand knowledge of the study area or representative issues, enabling the group to provide valuable input to the project team
- Provide an on-site forum for identifying opportunities and challenges, and to discuss potential system improvement options

Phase 300 Deliverables

- Public Involvement Plan (PIP) – one meeting to discuss and finalize

- Project social media content
- Online survey and analysis
- Community Information Session (two) – facilitation and accompanying materials
- Focus group and stakeholder interviews - facilitation and summaries (maximum of 4)
- Technical memorandum of community information sessions summaries and public outreach efforts shall be included in the Final plan
- Attendance at project kick-off meeting
- Kick-off meeting agenda and summary
- Attendance and facilitation of two steering committee meetings
- Attendance and facilitation of steering committee bicycling and walking tour

Lump Sum Fee $20,000

Phase 400 – Education and Training

Task 401 – Peer Community Study Tour
The consultant team will facilitate two (2) separate peer community benchmarking tours in Northwest Arkansas (NWA) at the beginning of the project. The purpose of the tour will be to benchmark the NWA region with a particular emphasis on highlighting the active transportation network in NWA. Tour will include ground transportation while in NWA, meals, snacks, drinks as well as bike and helmet rentals for up to 7 individuals per session (Smaller group size due to COVID protocol). The session will include an educational workshop as well as a tour of several key projects in NWA both on bike and on foot. Participants will hear from several key NWA stakeholders responsible for managing projects that will be toured. Attendees of the Study Tour would include key staff members and Steering Committee members. The Study Tour would be conducted as a daytrip and both tours could be scheduled for the same week. The "lessons learned" from the Study Tour will be an integral piece of the Kick-Off Meeting, presented in Task 2.

Task 402 - Active Transportation Workshops
The consultant team will facilitate two (2) active transportation training workshops in the early stages of the project. These workshops will be designed to be approximately 2 hours in length and can be conducted virtually or in-person, depending on covid protocols. Both sessions will be conducted in a lunch and learn format. Attendance is open to city staff, planning commission members, steering committee members, etc. The purpose of these training sessions is to educate and train key city staff members and community leaders and help develop a common lexicon of verbiage, best practices and case studies to lay the foundation for the balance of the planning process.

Task 403 - Online Webinar
The Consultant team will conduct a minimum of 2 online webinars that will be available for the community and the general public. These webinars will be approximately 2 hours in length. The purpose of the webinars is to educate the public and help develop a common lexicon of verbiage, best practices and case studies to enable the public to offer strategic and impactful feedback throughout the planning process.

Task 404 – Community Vision, Project Purpose and Guiding Principles
The consultant team will conduct a Community Visioning session during the Steering Committee's Kick-Off Meeting. The purpose of this part of the Kick-Off meeting is to define the project's Purpose and Guiding Principles. In other words, "why are we doing this assessment and what are the outcomes of a

successful assessment?" Due to the depth of discussion need to fully define the vision, purpose and guiding principle, we recommend the Kick-Off meeting be at a minimum ½ day long. The results of the Kick-Off meeting will set the tone for the balance of the planning process.

Phase 400 Deliverables

- Project Purpose
- Project Guiding Principles

Lump Sum Fee $23,000

Phase 500 – Develop Active Transportation Network and Active Transportation Assessment Plan

Task 501 – Bicycle and Pedestrian Demand and Benefits Analysis

Olsson will also estimate economic and health benefits of bicycling and walking in Joplin based on models and resources provided by the Pedestrian and Bicycle Information Center and others.

Task 502 – Safety Needs Analysis

Olsson will evaluate bicycle and pedestrian safety in two ways. First by reviewing representative existing pedestrian and bicycle safety education programs offered in Joplin, if any, and comparing these with other programs throughout the state and country. Secondly by reviewing available bicycle and pedestrian crash data. Bicycle and pedestrian-related crash data (injuries and fatalities) will be collected for the past three years (if available) and plotted graphically to identify locations with high numbers of crashes. Information derived from this analysis will be used to identify specific locations needing improvements, plus possible enhancements in motorist, bicyclist, and pedestrian awareness and educational programs.

Task 503 – Bicyclist and Pedestrian Counts

Annual counts conducted in a systematic manner will provide strong benchmarking information on bicycling, walking, and related benefits. Olsson will develop a data collection methodology memorandum. The data collection methodology will be based on the City of Joplin's unique needs and will include recommended locations and times for counts at up to 12 locations. The methodology will be based on the National Bicycle and Pedestrian Documentation (NBPD) project methods.

Task 504 – Network Development - Connectivity

The existing conditions evaluation, steering committee meetings, public outreach events, and user needs assessment will inform development of the proposed bicycle and pedestrian network. The recommended network will also be based on a review and analysis of available infrastructure data provided by City staff (e.g., traffic volumes and speeds, and curb-to-curb widths). Network development will consider issues such as safety, grades, directness of route, barriers, and system connectivity. The network will also incorporate previously proposed and planned facilities.

Emphasis will be placed on developing a citywide system that connects multiple destinations, land uses, and neighborhoods. The network will include a variety of bicycle and pedestrian capital improvements including linear routes and area-wide projects (traffic calming, bicycle parking, sidewalks, and safe crossings) as well as considerations for both transportation and recreation linkages and facilities for special user groups such as equestrians, hikers, and mountain bikers.

Task 505 – Draft of Joplin's Active Transportation Assessment
Olsson will prepare a Draft Active Transportation Assessment Plan composed of tasks and deliverables completed up to this point, including review of existing plans and legislation, existing conditions inventory and assessment, user needs assessment, recommended walkway and bikeway network, project development and prioritization, cost opinions, and an implementation plan. Olsson will submit digital copies of the document to the City of Joplin staff, and members of the steering committee for review. City staff will coordinate review of the draft plan and will provide Olsson with a single set of consolidated comments for revisions on the Draft Plan. Olsson will also present the Draft Active Transportation Assessment Plan to the Joplin City Council, the City of Joplin Parks & Recreation Board, and the Joplin Planning & Zoning Commission.

Task 506 – Final Joplin Active Transportation Assessment
Olsson will integrate the draft plan comments into the final master plan document. Following staff review and approval of the Active Transportation Assessment, Olsson will make one final round of revisions and prepare the final version of the plan to be presented to elected officials and to be made available to the public. Olsson will provide an electronic copy (PDF) for duplicating and electronic distribution. Work products shall be provided in a digital format in the original software that the products were created and shall become the property of the City of Joplin.

Phase 500 Deliverables

- Technical Memorandum summarizing user needs assessment:
    - Economic and health benefits of an expanded walking and bicycling network, and bicycle and pedestrian safety evaluation
    - Safety analysis process and findings
    - Bicycle and pedestrian data collection process and findings
    - Map illustrating reported bicycle and pedestrian crash locations and bicycle and pedestrian counts
- Draft Active Transportation Assessment
- Final Active Transportation Assessment
- Presentations of the Draft and Final Active Transportation Assessment to Joplin City Council, JATSO Board, Parks Board, and Joplin Planning and Zoning Commission.

Lump Sum Fee $20,000

Phase 600 – Plan Implementation

Task 601 – Bikeway and Walkway and Trail System Maps
Olsson will develop high-quality, easily readable maps depicting the city's existing and recommended bicycle and pedestrian network. The network will be classified by facility types (shared use paths, bike lanes, paved shoulders, sidewalks, and bicycle boulevards) adopted by NACTO, AASHTO, the State of Missouri, and by the latest research conducted by FHWA on bikeway and pedestrian planning and design.

Task 602 – Project List and Cost Opinions
Supplementing the bikeway and walkway network maps, Olsson will develop a project list with planning-level cost opinions for the top 20 project (10 for each mode – bicycle and pedestrian). The list will include detailed information on each proposed bikeway and walkway segment length (or quantities for area wide projects), corridor condition, and other information. The cost opinions will include estimated construction costs, planning, design, engineering, and contingency costs, and the project list will note areas where

right-of-way acquisition is necessary. Each project segment will be evaluated according to an estimated cost-per-mile and estimated ongoing maintenance and operation costs by implementation phase based on comparable experiences.

Task 603 – Project Evaluation and Prioritization Criteria
The recommended bicycle and pedestrian improvements will be ranked according to general planning criteria and submitted to the steering committee for review and comment. A prioritization matrix will be used to attach weights to each criterion and determine which recommendations meet the highest number of criteria listed.

Task 604 – Design Guidelines
Olsson will prepare a set of design guidelines and recommended standards for bicycle and pedestrian facilities building upon the street typologies developed as part of the MTP. The bicycle portion of design guidelines and standards will include recommendations for shared use paths, bike lanes, shoulder bikeways, bicycle boulevards, and bicycle treatments at intersections and interchanges, as well as innovative bikeway facilities, such as buffered bike lanes and cycle tracks. Bicycle design guidelines also address bicycle signage and bike parking.
The pedestrian portion of the guidelines will include discussion of sidewalk design, curb ramps, crosswalks, signal timing, lighting, streetscape features, transit stop infrastructure, and traffic calming elements. For all streetscape elements, Olsson will outline current ADA and PROWAG requirements for curb ramps, minimum passage width, and other features.

Task 605 – Top Priority Project Description Sheets
The project evaluation and prioritization matrix in Task 5.3 will provide Joplin with clear direction on where to allocate resources. To better assist Joplin in securing grants or other funding, Olsson will develop one-page project description sheets for the top 10 priority projects (five for bicycles and 5 for pedestrian). These project description sheets will be tailored to fit nicely into a capital improvements list or grant application.

Task 606 – Potential Funding Sources and Opportunities
Olsson will explore funding options from public and private sources, contacting funding specialists to determine the availability and requirements for grants. The project team will identify potential matching and major funding sources, associated criteria, and requirements. Joplin staff will aid with regional funding options.

Task 607 – Implementation Plan
Olsson will work with City staff throughout the selection and ranking process. We will develop an Implementation Plan based on the ranking outcome combined with (1) funding availability and requirements, (2) other programmed transportation improvements, (3) eliminating an immediate gap or safety hazard, and (4) ensuring that the system grows rationally rather than as a series of disconnected pieces over time. Based on the recommended phasing schedule, cost information, and funding opportunities, we will produce a final priority list and five-year financial plan clearly identifying funding requirements by year for the life of the master plan, along with estimates of local matching funds. This will include estimates of operating and maintenance costs that are usually borne by local governments. An implementation plan for fundable, high-priority projects over the next five years will be developed, along with an unconstrained implementation plan for the next 20 years.

Task 600 Deliverables

- Recommended bikeway and walkway system maps
- Project list with planning-level cost opinions
- Project evaluation criteria and prioritization matrix – presented to steering committee
- Up to 10 Project Description Sheets
- Memorandum describing potential funding opportunities
- Implementation Plan

Lump Sum Fee	**$16,000**
Subtotal	**$ 98,500**
Direct Exp.	**$ 1,500**
Total	**$100,000**

Schedule for Olsson's Services

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 23, 2021
Anticipated Completion Date: October 31, 2021

COUNCIL BILL NO. 2021-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enter into an Agreement by and between the City of Joplin and Olsson Associates dealing generally with the completion of an Active Transportation Assessment amount not to exceed One Hundred Thousand Dollars ($100,000.00); and attached hereto as Exhibit A.

Section 2. That the City Manager, or his designee, is hereby authorized to execute said Agreement, or in substantially similar form, by and on behalf of the City of Joplin with Olsson Associates.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2021-003 – authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation's Transportation Alternatives Program for grant funding for the construction of Phase I of the Tin Cup Trail.

MEETING DATE
February 1, 2021.

REVIEWED BY
Director Planning, Development, and Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
This resolution authorizes the submittal of an application to the Missouri Department of Transportation (MoDOT) Transportation Alternatives Program (TAP) for grant funds to complete Phase I of the Tin Cup Trail.

BACKGROUND
A resolution from City Council in support for submittal is required for the application to receive MoDOT TAP grant funds. The TAP grant provides funding for projects that will enhance safety and accessibility for bicyclists and pedestrians. This grant would provide additional funds to supplement the existing funding from the Parks and Stormwater Sales Tax. $350,000 was approved for the FY 2021 budget year for the Tin Cup Trail.

The Tin Cup Trail is a high priority in the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan. Additionally, it is on the project list for the Parks and Stormwater Sales Tax. Completion of the Tin Cup Trail would connect the Mohaska Trail to the robust trail system near McIndoe Park and the Shoal Creek Conservation and Education Center.

This grant is for Phase I of the trail, which will begin at 32nd Street and St. John's Boulevard, cross the Tin Cup Creek, and follow the creek South to Valleyview Lane. The City of Joplin is requesting $400,000 in TAP grant funds. The approved FY 2021 budget of $350,000 will be used as match funds for this grant application.

FUNDING SOURCE
Parks and Stormwater Sales Tax.

RECOMMENDATION
Staff recommends approval of this resolution.

ATTACHMENTS
Resolution No. 2021-003, Tin Cup Trail conceptual map.

RESOLUTION NO. 2021-003

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation's Transportation Alternatives Program for grant funding for the construction of Phase I of the Tin Cup Trail.

WHEREAS, the proposed Tin Cup Trail is a vital connection in the City of Joplin's trail system; and

WHEREAS, the Tin Cup Trail is an approved project in the Bicycle and Pedestrian Transportation Plan and the Parks and Stormwater Sales Tax; and

WHEREAS, the Missouri Department of Transportation has funds available through its Transportation Alternatives Program (TAP) grant; and

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1: That the City of Joplin appreciates support from the Missouri Department of Transportation and understands the importance of the Bicycle and Pedestrian Transportation Plan.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed, upon recommendation and approval of the City Council, to submit a resolution of support as part of the grant application package to the Missouri Department of Transportation's Transportation Alternatives Program.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of_____, 2021, by a_____vote.

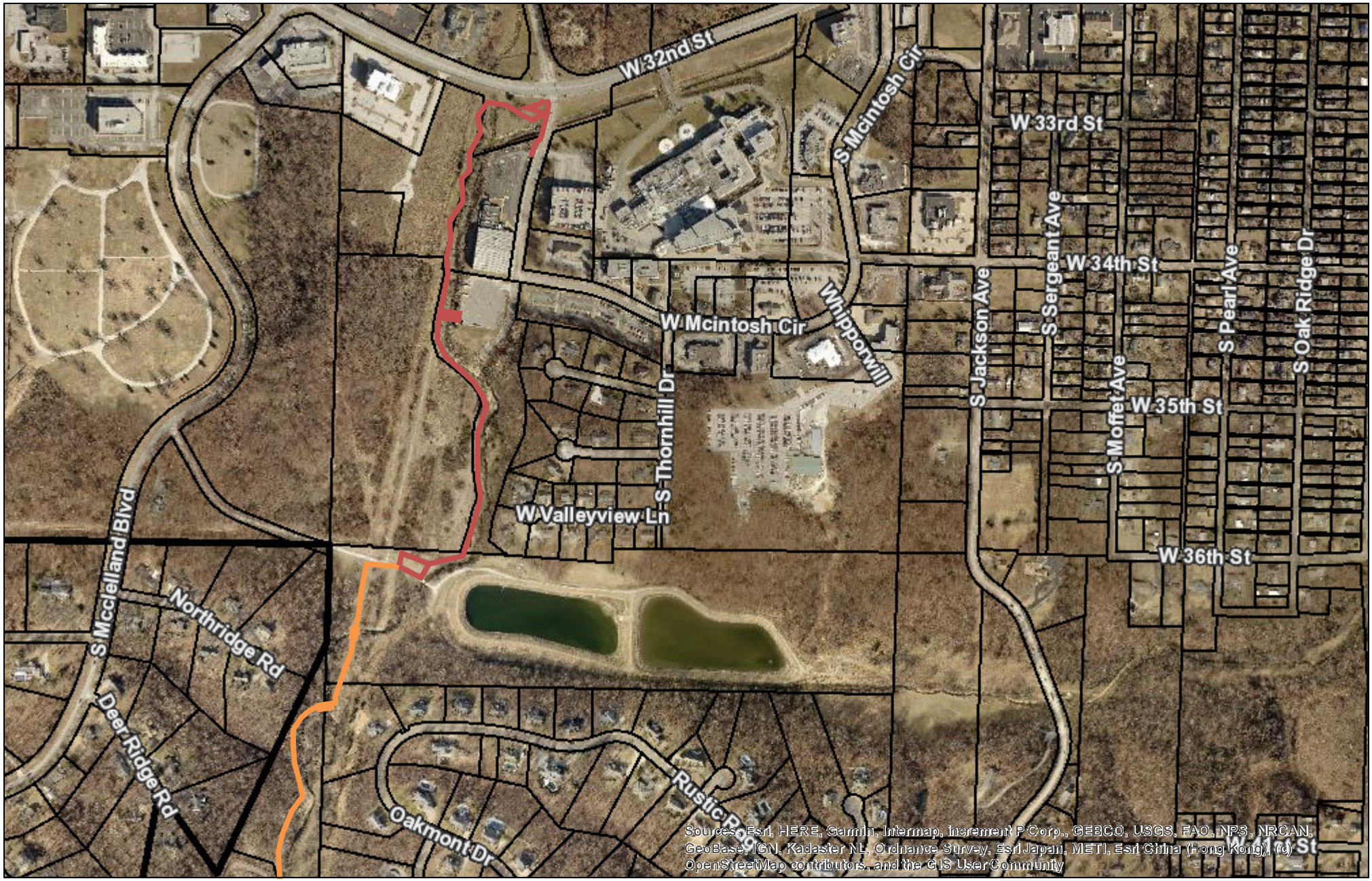
_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



Date: 1/26/2021

1 " = 752 '

0 385 770 1,540 ft

N

PHASE 1 TIN CUP TRAIL

PHASE 2 TIN CUP TRAIL

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-107
An Agreement for Residential Curbside Trash and Recycling Collection Services

MEETING DATE
February 1, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-107 Ordinance; Extension Agreement;

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and Allied Services LLC. (Aka Republic) on an Emergency Basis.

BACKGROUND
On April 1, 2016, the City started the current residential trash franchise. This was a five (5) year contract that provided the citizens of Joplin with a low and steady price for the first two years, and no more than a 2% increase on these services through years three (3) through five (5). The current contract with Allied Services agreement (Ordinance 2016-103) will expire on March 31, 2021. The current price of trash service is $12.41 which includes the $.55 administrative charge and optional $4.95 for recycling. This agreement will include a 2% increase so trash will be $12.65 and $5.05 for Recycling.
This agreement extends the current contract for an additional year and will expire on April 1, 2022 .
The City of Joplin shall be responsible for the billing and collection charges for the solid waste collection and disposal services through the monthly residential utility bill. The current billing and administrative fee of $.55 will be included on the utility bill and will be retained by the city to offset the cost to the city for administering the residential trash service.

FUNDING SOURCE
Solid Waste

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2021-107 ORDINANCE NO

AN ORDINANCE approving an agreement with Allied Services, LLC. to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin on an Emergency Basis.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Whereas, since April 1, 2016 the City of Joplin has managed residential trash service through an exclusive franchise agreement and said agreement expires on March 31, 2021,

Whereas, Allied Services LLC has requested a one-year extension under the current contract and the City of Joplin accepted this request, January 15, 2021 for residential trash and recycling services with the extension ending on April 1, 2022.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" and "residential trash administration" and the FY 2021-2022 budget will provide for the same.

Section 1. That the said agreement by and between the City of Joplin and Allied Services, LLC as a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted collection and disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

Section 4. This Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-107

I hereby certify that a sufficient amount is available in the solid waste fund for the sanitation charges and residential trash administration to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

EXTENSION TO AGREEMENT
FOR SOLID WASTE COLLECTION AND CURBSIDE RECYCLING SERVICES

This Extension to Agreement for Solid Waste Collection and Curbside Recycling Services ("Agreement") is entered into as of the 15th day of January, 2021, between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and Allied Services, LLC, a Delaware Corporation ("Republic"), and with City and Republic being referred to collectively as the "parties."

WHEREAS, City and Republic entered into an Agreement for Solid Waste Collection and Curbside Recycling Services on or about March 15, 2016, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the term of the Agreement was for five (5) years, with an option of two additional one (1) year extensions; and

WHEREAS, the Agreement provides that City's payment to Republic for solid waste collection and curbside recycling services may increase up to 2% on the Agreement's anniversary date (April 1st); and

WHEREAS, the parties desire to exercise said extension, extending the original terms of the Agreement to April 1, 2022; and

WHEREAS, the parties desire to increase the price for solid waste collection and curbside recycling services by 2% for said extension term.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the parties do hereby agree as follows:

1. FOR VALUE RECEIVED, City and Republic hereby extend their Agreement for Solid Waste Collection and Curbside Recycling Services for a period of one (1) year, effective April 1, 2021, and ending April 1, 2022, under the same terms and conditions. City's payment to Republic for solid waste collection and curbside recycling services will increase 2% on April 1, 2021.

In all other respects, the parties affirm, ratify and readopt the Agreement's original terms and provisions, as previously agreed.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR ALLIED SERVICES, LLC

BY: David Sestak
ITS:

Date: 1-15-21

FOR THE CITY OF JOPLIN

Nick Edwards
City Manager

ATTEST:

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

Peter C. Edwards
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-108
Replacement of Cab Tractor and rotary deck

MEETING DATE
February 1, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2020-108 Ordinance; Sales Quotation from Heritage Tractor, Inc.

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance - Leslie Haase, City Attorney - Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Heritage Tractor in the amount of One Hundred Twelve Thousand Five Hundred Fifty-Three and 96/100 Dollars ($112,553.96) for the purchase of a Cab Tractor and rotary deck that will amend the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020.

BACKGROUND
Due to the wear and tear on equipment, the Street Maintenance Division needs to replace a 2006 John Deere Tractor and rotary deck. The cost to fix the Tractor and rotary would be between $15,000 and $30,000. Historically, vehicles and equipment replaced by the Street Division will then be declared surplus property and be placed into the city auction. However, we are trading the old tractor in for $8,000.
The City is utilizing the MoDOT State bid to find a replacement for the tractor and rotary deck. The decision was made by the Public Works Department to use the state bid to purchase the Tractor and rotary deck from Heritage Tractor at $120,553.96 minus $8,000 for the trade in making it $ 112,553.96. This equipment meets city specification and existing equipment.
The lifespan of a tractor is usually around 10 years. During the budget analysis in Public Works, we moved this item one year to the next Fiscal Year budget because of COVID and the overall budget concerns.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, the availability of the equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2020-108 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order be issued to Heritage Tractor in the amount of One Hundred Twelve Thousand Five Hundred Fifty-Three and 96/100 Dollars ($112,553.96) for the purchase of a Cab Tractor and rotary deck; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause.

WHEREAS, John Deere Heritage Tractor holds the MoDOT State bid PG 8R CG 22 for Tractor and rotary deck purchases.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. For a Purchase Order to be issued to Heritage Tractor for a replacement John Deere Cab Tractor in the amount of Eighty Thousand Eight Hundred Three and 96/100 Dollars ($80,803.96) and for the purchase of a 60 inch rotary deck in the amount of Thirty-Nine Thousand Seven Hundred Fifty and 00/100 ($39,750.00) and a trade in 2006 John Deere Tractor for a credit of Eight Thousand and 00/100 (8,000.00), be and the same is, hereby approved.

Section 2. That Fiscal Year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of One Hundred Twelve Thousand Five Hundred Fifty-Three and 96/100 ($112,553.96) for the replacement of a Tractor and rotary deck.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, the availability of equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-108

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

DEERE

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay. Issue your Purchase Order or Letter of Intent.

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address

Vendor: John Deere Company
☐ 2000 John Deere Run Cary, NC 27513

- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Brandon Fultz

HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801

Tel: 417-781-5556
Fax: 417-781-0357

The John Deere Government Sales Team

JOHN DEERE

Heritage TRACTOR

Quote Id: 23239922

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

Prepared For:

City Of Joplin

Heritage TRACTOR

Proposal For:

Delivering Dealer:
Brandon Fultz

HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801

Quote Prepared By:
Brandon Fultz

Date: 01 December 2020

Offer Expires: 31 January 2021

JOHN DEERE

Heritage TRACTOR

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

Quote Summary

Prepared For:
City Of Joplin
Dean Smith
602 S MAIN ST STE 300
JOPLIN, MO 64801
Home : 417-439-4880
dsmith2@joplinmo.org

Delivering Dealer:
HERITAGE TRACTOR, INC.
Brandon Fultz
404 South Prosperity
Joplin, MO 64801
Phone: 417-781-5556

Quote ID: 23239922
Created On: 01 December 2020
Last Modified On: 22 January 2021
Expiration Date: 31 January 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6110M Cab Tractor - 1L06110MKLH968233 **Contract:** MO OK AG SW196 (PG 8R CG 22) **Price Effective Date:** December 13, 2020	$ 106,321.00	$ 80,803.96	X	1	=	$ 80,803.96
2020 ALAMO Versa Rotary 60" deck **Contract:** MO OK AG SW196 (PG 8R CG 22) **Price Effective Date:**	$ 39,750.00	$ 39,750.00	X	1	=	$ 39,750.00
Equipment Total						**$ 120,553.96**

Trade In Summary	Qty	Each	Extended
2006 JOHN DEERE 6215 - L06215D505930	1	$ 8,000.00	$ 8,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 8,000.00
Trade In Total			**$ 8,000.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 120,553.96
Trade In	$ (8,000.00)
SubTotal	**$ 112,553.96**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Heritage TRACTOR

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

Est. Service Agreement Tax	$ 0.00
Total	$ 112,553.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 112,553.96**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Heritage TRACTOR

Selling Equipment

Quote Id: 23239922 **Customer Name:** CITY OF JOPLIN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

JOHN DEERE 6110M Cab Tractor - 1L06110MKLH968233

Hours:

Stock Number: 265511

Contract: MO OK AG SW196 (PG 8R CG 22)

Price Effective Date: December 13, 2020

Suggested List *
$ 106,321.00

Selling Price *
$ 80,803.96

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	$ 109,689.00	24.00	$ 26,325.36	$ 83,363.64	$ 83,363.64
	Standard Options - Per Unit						
183A	Less JDLink™	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
185A	Less Subscription	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0501	No package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
873F	Light Package - Economy	1	$ 537.00	24.00	$ 128.88	$ 408.12	$ 408.12
874B	Alternator 14 V/210 A	1	$ 314.00	24.00	$ 75.36	$ 238.64	$ 238.64
878H	Multi-Power Outlet Strip	1	$ 98.00	24.00	$ 23.52	$ 74.48	$ 74.48
1437	PowrQuad™ Plus - 16/16, 30 km/h	1	$ -2,122.00	24.00	$ -509.28	$ -1,612.72	$ -1,612.72
1757	ISOBUS Ready / GreenStar™ Ready	1	$ 814.00	24.00	$ 195.36	$ 618.64	$ 618.64
1950	Less Application	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2085	6M Cab - Standard Cab with RH Console	1	$ 2,983.00	24.00	$ 715.92	$ 2,267.08	$ 2,267.08
2142	Standard Seat	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2511	Mirrors - Manual Telescopic	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2665	Standard Radio	1	$ 354.00	24.00	$ 84.96	$ 269.04	$ 269.04
3223	Hydraulic Pump - 114 l/min	1	$ 1,917.00	24.00	$ 460.08	$ 1,456.92	$ 1,456.92
3320	2 Mechanical SCVs (2 SCVs 450 Series)	1	$ 128.00	24.00	$ 30.72	$ 97.28	$ 97.28
3820	Rear PTO - 540/1000 rpm	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4210	Center Link with Ball End - Category 2	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

Heritage TRACTOR

Selling Equipment

Quote Id: 23239922 **Customer Name:** CITY OF JOPLIN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

4421	Stabilizer Bars - Adjustable Both Sides	1	$ 671.00	24.00	$ 161.04	$ 509.96	$ 509.96
5042	R&P Rear Axle 79 mm (3.11 in.) x 2286 mm (90.0 in.)	1	$ 2,405.00	24.00	$ 577.20	$ 1,827.80	$ 1,827.80
5091	Cast Wheels (Cast Disk)	1	$ 189.00	24.00	$ 45.36	$ 143.64	$ 143.64
5212	Rear Wheels Size 460/85R34	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5999	Rear and Front Tire Brand - No preference	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6022	2WD front axle	1	$ -9,678.00	24.00	$ -2,322.72	$ -7,355.28	$ -7,355.28
6091	2-Position Steel Wheels	1	$ -625.00	24.00	$ -150.00	$ -475.00	$ -475.00
6123	Front Wheels 11.00-16	1	$ -2,733.00	24.00	$ -655.92	$ -2,077.08	$ -2,077.08
7706	Shipment Preparation - by Ship Overseas, with Conservation	1	$ 62.00	24.00	$ 14.88	$ 47.12	$ 47.12
8002	Toolbox	1	$ 91.00	24.00	$ 21.84	$ 69.16	$ 69.16
8225	Leather Wrapped Steering Wheel	1	$ 208.00	24.00	$ 49.92	$ 158.08	$ 158.08
8300	Cold Start Package I	1	$ 363.00	24.00	$ 87.12	$ 275.88	$ 275.88
8747	Battery 12 V/174 AH	1	$ 134.00	24.00	$ 32.16	$ 101.84	$ 101.84
8763	Heavy Duty Rear Wheel Brakes	1	$ 145.00	24.00	$ 34.80	$ 110.20	$ 110.20
8951	Front Base Weight - 110 kg	1	$ 377.00	24.00	$ 90.48	$ 286.52	$ 286.52
	Standard Options Total		**$ -3,368.00**		**$ -808.32**	**$ -2,559.68**	**$ -2,559.68**
	Technology Options/Non-Contract/Open Market						
1801	No AutoTrac™ Package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1880	Less Receiver	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1900	Less Display	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 106,321.00**		**$ 25,517.04**	**$ 80,803.96**	**$ 80,803.96**

2020 ALAMO Versa Rotary 60" deck

JOHN DEERE

Heritage TRACTOR

Selling Equipment

Quote Id: 23239922 **Customer Name:** CITY OF JOPLIN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HERITAGE TRACTOR, INC.
404 South Prosperity
Joplin, MO 64801
417-781-5556
hti@heritagetractor.com

Equipment Notes:
Hours: 0
Stock Number:
Contract: MO OK AG SW196 (PG 8R CG 22)
Price Effective Date:

Suggested List *
$ 39,750.00
Selling Price *
$ 39,750.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0	Alamo Versa Rotary 60" deck	1	$ 39,750.00	0.00	$ 0.00	$ 39,750.00	$ 39,750.00
Total Selling Price			**$ 39,750.00**		**$ 0.00**	**$ 39,750.00**	**$ 39,750.00**

JOHN DEERE

Heritage TRACTOR

Trade-in

Quote Id: 23239922 **Customer Name:** CITY OF JOPLIN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

2006 JOHN DEERE 6215 SN# L06215D505930 **Machine Details**	
Description	**Net Trade Value**
2006 JOHN DEERE 6215	**$ 8,000.00**
SN# L06215D505930	
Your Trade In Description	
Additional Options	
Hour Meter Reading 9015	
Total	**$ 8,000.00**

CLOSING DATE:	8-Jan-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	823 W. 6th St

COMPANY	BIDS
B & D Yardbuilders	$2,600.00
Big John's Heavy Equipment	$6,500.00
Gator Industrial	$4,089.00
Wheeler Excavation	$9,200.00


COUNCIL BILL 2021-350
823 W 6TH ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 350, Building Regulations

MEETING DATE
February 1, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings 823 W. 6TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on June 8, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 25, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on January 8, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$4,089.00
Big Johns	$6,500.00
B & D Yardbuilders	$2,600.00
Wheeler Excavation	$9,200.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $2,600.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 350, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021–350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 823 W. 6TH St. in the City of Joplin, Missouri, for Two Thousand Six Hundred and 00/100 Dollars ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with B&D Yardbuilders in the amount of Two Thousand Six Hundred 00/100 Dollars ($2,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 823 W. 6TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 823 W. 6TH St. and legally described as:

ALL OF THEEAST 41FEET OF THE WEST 93 FEET OF LOT NUMBERED ONE (1) IN GRAY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-109 - Work Authorization for the I-44 Interceptor Sewer Replacement (Phase 1) Project

MEETING DATE
February 1, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-109 Ordinance; Work Authorization WA AMA-OC21-002, Exhibit Map 1 & 2

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. for the I-44 Interceptor Sewer Replacement (Phase 1) Project in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00)

BACKGROUND
the primary source of wastewater that flows into the Tin Cup lift station flows through the so-called, "I-44 Interceptor Sewers," serving an extensive basin in the south extremities of current Joplin city limits. The attached Exhibit Map 2 shows the basin's limits, and also indicates that portions of the piping network flow through the Village of Leawood. In recent decades, significant developments have occurred within the basin, resulting in a greatly reduced level of service. Specifically, Mercy Hospital, Joplin's South Middle School, and the wastewater collection system within Silver Creek were built; additional flows are expected from the upcoming Menard's development currently planned near Sam's Club. In its 2020 Wastewater Facilities Plan, Allgeier, Martin (AMA) recommended a phased approach to upgrading the trunk lines, beginning with replacing the existing 24" and 30" concrete trunk line from 44th Street, through Leawood, and ending at Hwy. 86 (south Main Street); see the attached Exhibit Map 1. Larger diameter pipes made of non-corrosive materials will be installed, and will accommodate the projected 2040 flows from the study, along with the anticipated development in the basin. This work authorization directs AMA to prepare construction drawings and specifications for upgrading the first phase of this interceptor sewer. AMA was chosen as the most qualified on-call consultant for this project due to their familiarity with the project. The consultant's fees are within industry standards. Public Works intends to provide construction inspection and management, but AMA's scope and fees include these services in the event that staff are unable to do the work.

FUNDING SOURCE
FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on a non-emergency basis.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: I-44 Interceptor Sewer Replacement	

WORK AUTHORIZATION NUMBER AMA-OC-021-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement dated January 21, 2021.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-021-002 exceed the sum of Four Hundred Fifty Thousand, Six Hundred Dollars ($450,600.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured 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/sovimmunity.php).

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC21-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the I-44 Interceptor Line Improvements)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally east of Main Street, along Silver Creek south of 50th Street to a point near 44th street in Joplin, MO. The exact ending point near 44th street will be coordinated with the City to accommodate the ongoing construction as part of the 44th Street widening project.

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 11,000 LF of new 30-inch diameter sanitary sewer main and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line improvements. Services will be provided part time with an estimated construction duration of 10 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 23 separate properties may need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in

matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.5.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 7 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 10-month construction time period.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $450,600, as set forth in Work Authorization Number AMA–OC21-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$220,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$72,000	
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)	$48,600	
Subtotal Standard Project Engineering Services		$340,600
Additional Project Engineering Services		
Resident Project Representation Services (Part Time) (Paragraphs 1.1.3.4 and 1.4)		$110,000
Total Estimated Maximum Fee – All Services		$450,600

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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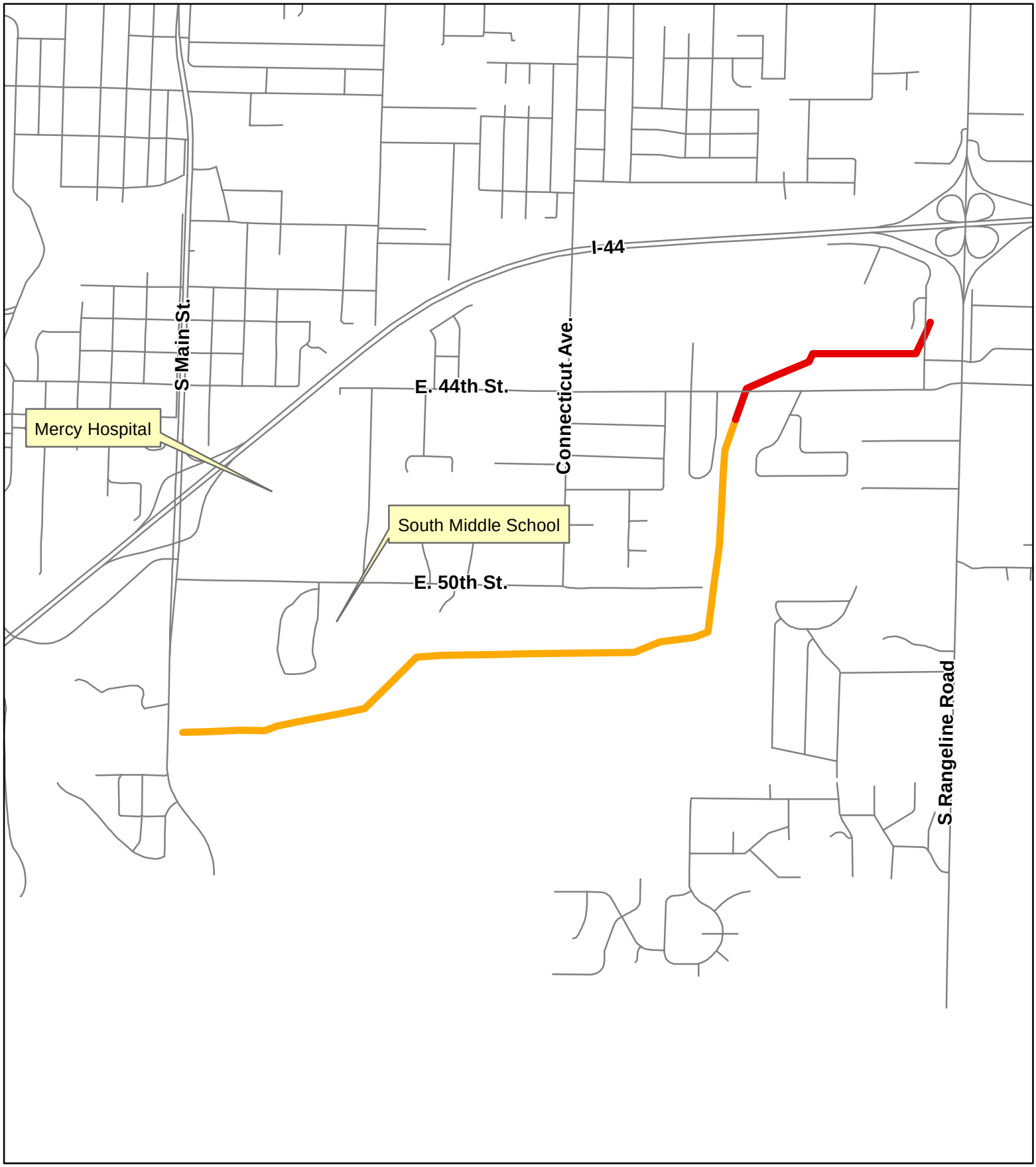
NON-LABOR RATES

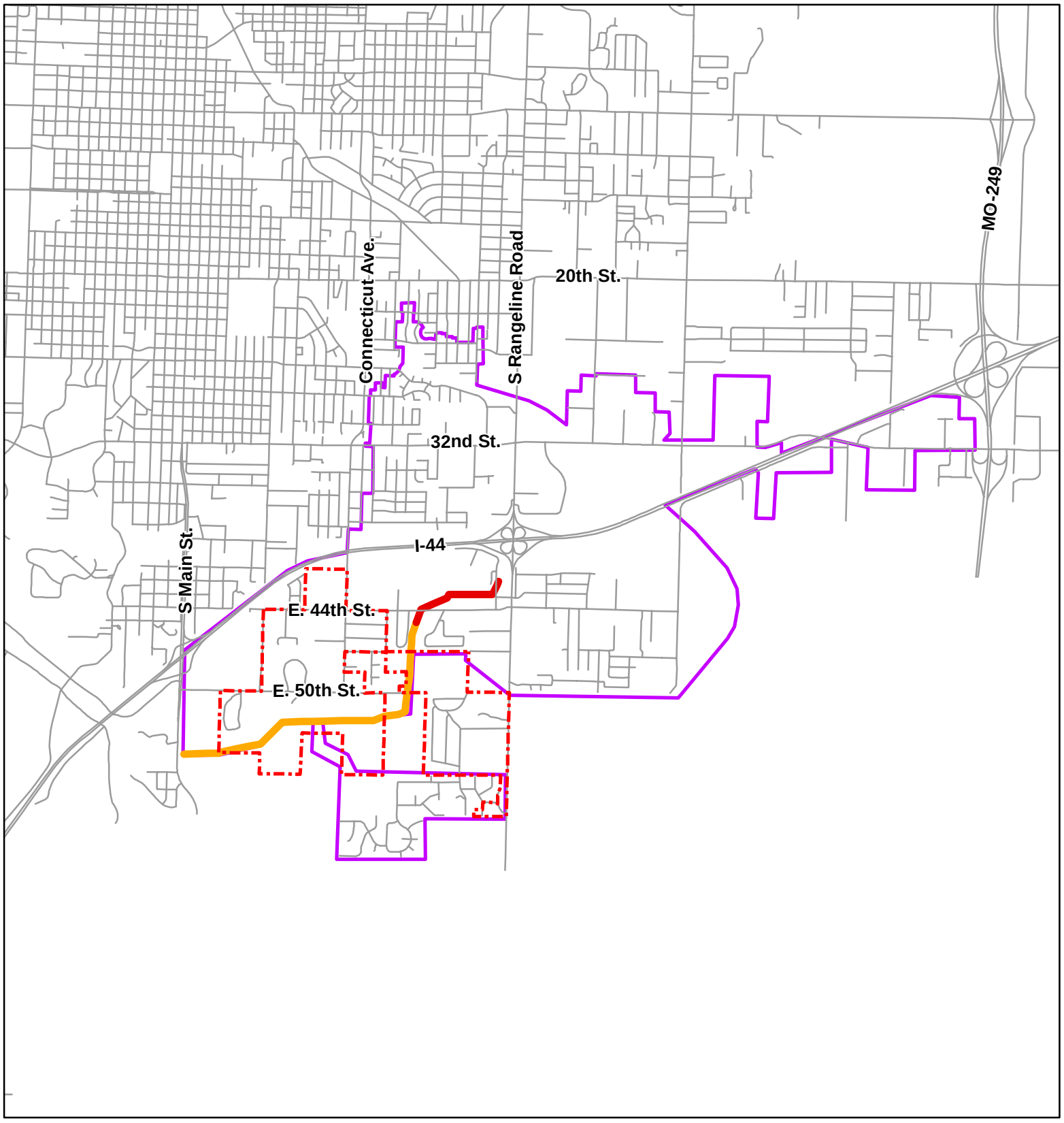
Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



Legend

- Streets
- I-44 Interceptor Sewer Replacement (Phase 1)
- I-44 Interceptor Sewer Replacement (Phase 2)

Exhibit Map 1
I44 Interceptor Replacement Project



Legend

- I-44 Interceptor Sewer Drainage Basin
- Leawood City Limits
- I-44 Interceptor Sewer Replacement (Phase 1)
- I-44 Interceptor Sewer Replacement (Phase 2)

Exhibit Map 2
I44 Interceptor Replacement Project

COUNCIL BILL NO. 2021-109 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Maintenance Fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-109

I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

FINAL PLAT OF

THAWAKLE SUB-DIVISION

BEING A REPLAT OF LOTS NUMBER NINE AND PART OF TEN IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

DEDICATION
KNOW ALL ME BY THESE PRESENTS DR. IFIKHAR ALI OF JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN FOR UTILITY PURPOSES FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEARS ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____ DAY OF _____, 2020.

_____
DR. IFIKHAR ALI MEMBER

THIS PLAT OF THAWAKLE SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2020.

_____
CHAIRMAN

THIS PLAT OF THAWAKLE SUBDIVISION INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THE _____ DAY OF _____, 2020.

_____ _____
MAYOR CITY CLERK

STATE OF MISSOURI
COUNTY OF JASPER } SS

ON THIS _____ DAY OF _____, 2020, BEFORE ME A NOTARY PUBLIC IN SAID COUNTY AND STATE PERSONALLY APPEARED DR. IFIKHAR ALI, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

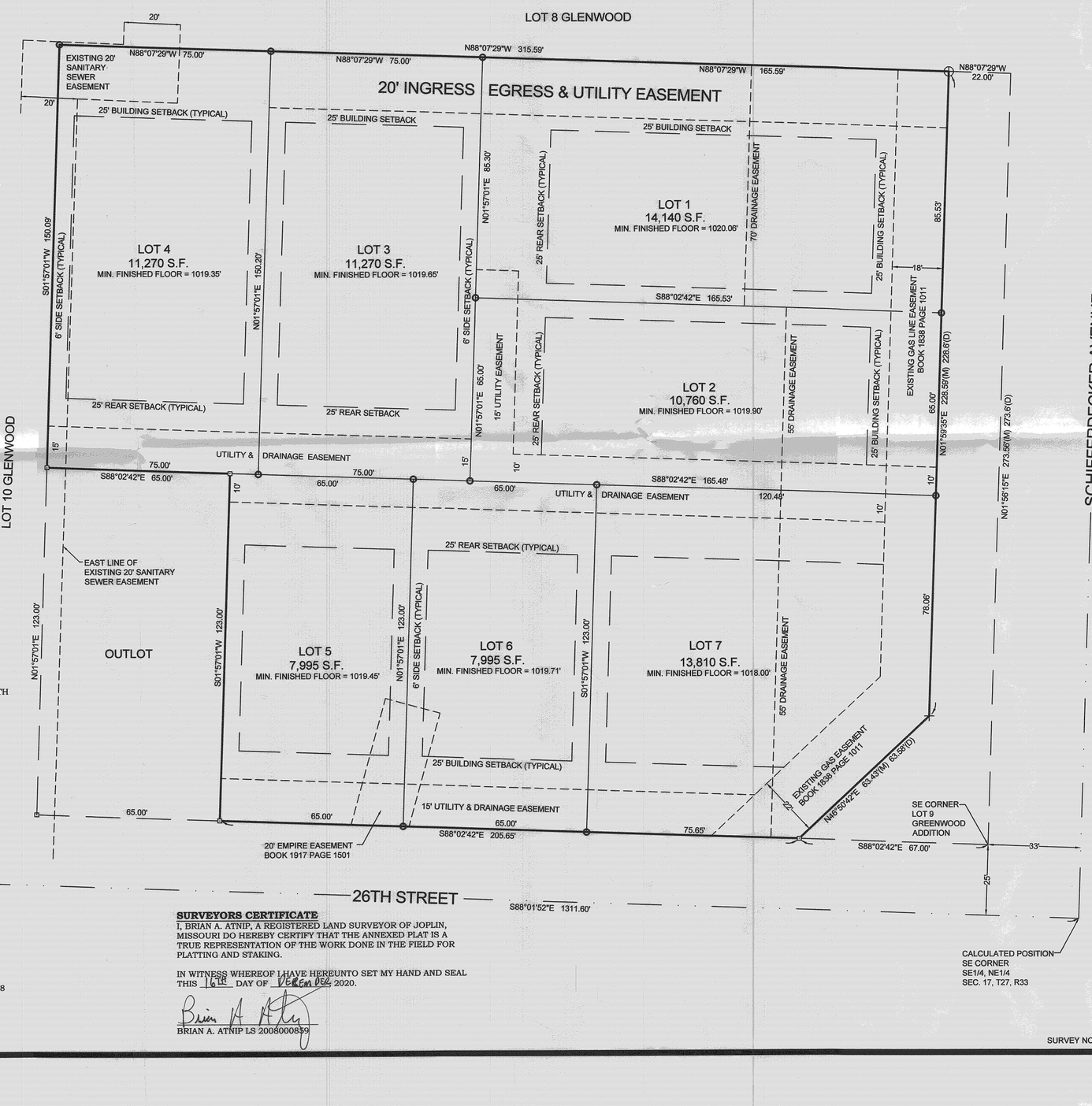
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN JOPLIN, SAID COUNTY AND STATE.

_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

STATE OF MISSOURI
COUNTY OF JASPER } SS

IN THE OFFICE OF THE RECORDER OF DEEDS I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT WITHIN INSTRUMENT OF WRITING AND PLAT WAS WITH CERTIFICATE THEREON AT _____ O'CLOCK AND _____ MINUTES, __M. ON THIS _____ DAY OF _____, 2020, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK _____ AT PAGE _____.

_____
RECORDER OF DEEDS



VERTICAL DATUM
ELEVATIONS ARE BASED ON NAVD88

SURVEYORS CERTIFICATE
I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 16th DAY OF DECEMBER 2020.

Brian A Atnip
BRIAN A. ATNIP LS 2008000859

DESCRIPTION
ALL THAT PART OF LOTS NUMBERED NINE (9) AND TEN (10) IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9, THENCE N88°02'42"W A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING; THENCE N46°50'42"E A DISTANCE OF 63.58 FEET (63.43 FEET MEASURED) TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SCHIFFERDECKER AVENUE;
THENCE N01°59'35"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 228.59 FEET;
THENCE N88°07'29"W A DISTANCE OF 315.59 FEET;
THENCE S01°57'01"W A DISTANCE OF 150.09 FEET;
THENCE S88°02'42"E A DISTANCE OF 65.00 FEET;
THENCE S01°57'01"W A DISTANCE OF 123.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH STREET;
THENCE S88°02'42"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 205.65 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS
BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
RECORDED PLAT OF GREENWOOD ADDITION.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0258E, WHICH BEARS AN EFFECTIVE DATE OF 11/2/2020 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

NOTES
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

LOT CORNERS TO BE SET WITHIN 12 MONTHS OF THE RECORDING OF THE FINAL PLAT.

PROPERTY OWNER & SUBDIVIDER
DR. IFIKHAR ALI
PHAWAKLE, LLC.
2613 S. MAIN ST.
JOPLIN, MO 64804

BUILDING SETBACKS
FRONT SETBACK - 25'
SIDE SETBACK - 6'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	2.0
TOTAL NUMBER OF LOTS:	7
ZONING:	R-1
MAXIMUM LOT SIZE:	14,140 S.F.
MINIMUM LOT SIZE:	7,995 S.F.
AVERAGE LOT SIZE:	11,000 S.F.

LEGEND
- FOUND IRON PIN
- SET IRON PIN
- FOUND CROSS
- SET CROSS
- (M) MEASURED
- (P) PLAT

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2020

STATE OF MISSOURI — BRIAN A. ATNIP — NUMBER PLS-2008000859 — 12/16/20 — PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN JPM	DATE 12/16/2020	DR. ALI THAWAKLE SUB. TO CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
APPROVED BAA	DATE 12/16/2020	
SCALE 1"=20'	SHEET B & R	PROJECT # 20108

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Final Plat

CASE 007-21 Final Plat Review

NAME OF SUBDIVISION Thawakle Sub-division

LOCATION: 3017 W. 26th St.

APPLICANT: Dr. Iftikhar Ali

PRESENT ZONING: R-1

PRESENT LAND USE: Single-family Residential

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

SUBDIVISION:

Number of lots
7

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Schifferdecker Ave	Arterial	85'
W. 26th St.	Local	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: Some existing. Sewer extension will need to be provided. Easements for utilities are shown on the plat.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The final plat approval is for Thawakle Sub-division located at the Northwest corner of W. 26th St. and S. Schifferdecker Ave. This subdivision will be 7 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Dr. Iftikhar Ali is seeking a 7-lot residential subdivision for single-family residential uses located at 3017 W. 26th St. Utilities are already in place to serve some of the lots that will be created. Sewer extension will be required, and easements are provided on the plat. Stormwater management facilities will also be required. Easements for these are provided. All lots meet the minimum lot size requirements for area and width.

Staff recommends approval of Case 007-21.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 007-21
Date Filed:
Date of Meeting: 1/11/21 P+Z 2/1/21 C.C
Filing Fee:

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Thawdle Sub-Division
II. Name of Owner: Dr. Iftikhar Ali
III. Name of Subdivider: MJ Surveying
IV. Name of Person who prepared the Plat: JPM
V. Date of Hearing: 1/11/21 P+Z 2/1/21 CC
VI. Location of Property by Streets: 26th + Schifferdecker (NW Corner)
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: Residential Const
IX. No. of Acres in Total Tract: 2 No. of Lots: 7

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ✓ ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ✓ ____

I. Building setback lines on the front and side streets with dimensions. ✓ ____

J. Name and address of the registered land surveyor preparing the plat. ✓ ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ✓ ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ✓ ____

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ____ ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ____ ____

C. Surveyor preparing plat. ____ ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ____ ____

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

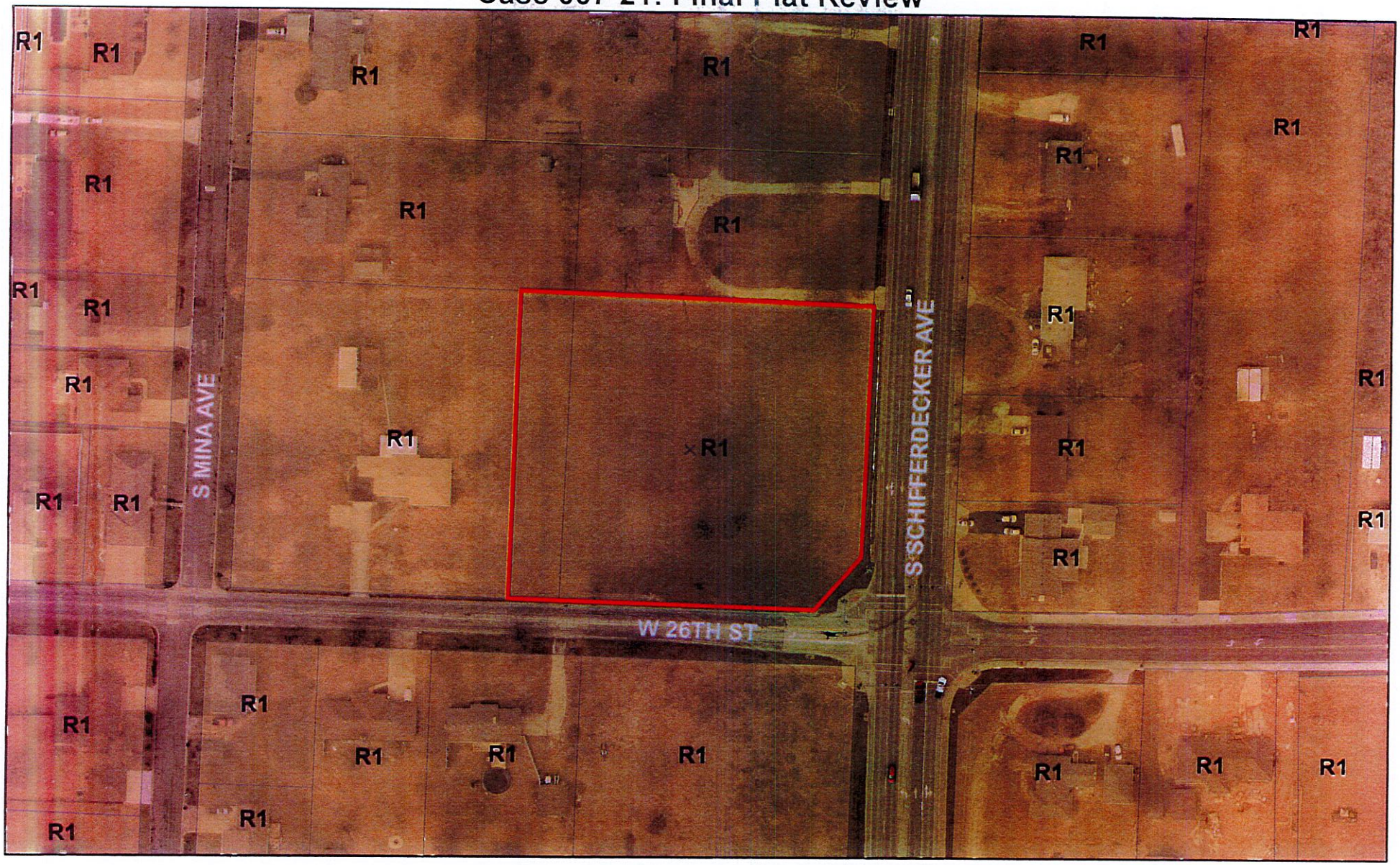
XVI. Are additional comments attached? _____ ✓

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____ _____

Signature Date

Case 007-21: Final Plat Review



Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Joplin City Limits

0 62.5 125 250 375 500 Feet

N

CB 2021-258

P&Z minutes for Preliminary Plat

Case 048-20: Preliminary Plat Review – A request to review the Preliminary Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Darin Collins, 3600 SE 110th Street, Galena, Kansas. He is representing Dr. Ali and wanting to divide into eight lots for single family residence. There is one house that has been completed in the subdivision.

Mr. Ramsour asked if the Commissioners had any questions.

Mr. Eastman asked if it would enter in and off 26th Street not Schifferdecker correct?

Mr. Collins stated there are two that are designed to enter off Schifferdecker

Mr. Kimble stated that there will be eight (8) lots in that corner lot. How much difference square-footage-wise will those homes be compared to what is in the neighborhood now?

Mr. Collins stated that it would be comparable.

Mr. Ramsour asked about the access of lots 3 and 4.

Mr. Collins stated there was an ingress/egress easement.

Mr. Ramsour wanted to know if there were any other questions from the Commissioners. There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 048-20 BE APPROVED BY THE PLANNING AND ZONING COMMISSION. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR).

P&Z Final Plat Review Minutes

Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Darin Collins, 3600 SE 110th Street, Galena Kansas. He is representing Dr. Ali and wanting to divide into eight (8) lots for single family residence.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Collins on the Final Plat.

Ms. Steele stated that she was pleased to see the water retention.

Mr. Collins stated that they have had meeting with the different departments in the City and have put the required and necessary items on the plat for approval.

Mr. Stanton stated that the City had meetings with Mr. Collins and his survey team to make sure that was addressed. The Engineers know that this portion of Schifferdecker corridor particularly has storm water issues, so we made sure that was addressed.

Mr. Ramsour asked if there were any additional questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 007-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-258 – Final Plat Review, Thawakle Subdivision.

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

BACKGROUND:
The final plat approval is for Thawakle Sub-division located at the Northwest corner of W. 26th St. and S. Schifferdecker Ave. This subdivision will be 7 residential lots, zoned R-1 Single-family residential. Utilities are already in place to serve some of the lots that will be created. Sewer extension will be required, and easements are provided on the plat. Stormwater management facilities will also be required. Easements for these are provided. All lots meet the minimum lot size requirements for area and width.

PLANNING & ZONING COMMISSION TESTIMONY:
Darin Collins, 3600 SE 110th Street, Galena, Kansas. He is representing Dr. Ali and wanting to divide into eight lots for single family residence. There is one house that has been completed in the subdivision.
Mr. Eastman asked if it would enter in and off 26th Street not Schifferdecker correct?

Mr. Collins stated there are two that are designed to enter off Schifferdecker

Mr. Kimble stated that there will be eight (8) lots in that corner lot. How much difference square-footage-wise will those homes be compared to what is in the neighborhood now?

Mr. Collins stated that it would be comparable.

Mr. Ramsour asked about the access of lots 3 and 4.

Mr. Collins stated there was an ingress/egress easement.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 007-21.
Planning and Zoning Commission approved Case 007-21 (7 Favor, 0 Nays)

ATTACHMENTS:
CB 2021-258, Planning Report, Commission Minutes, Plat-Thawakle Subdivision.

P & Z Case 007-21
Dr. Iftakhar Ali
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-258 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Thawakle Subdivision located 3017 W. 26th Street. in the City of Joplin, Jasper County, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the grades in the Plat of Subdivision located at 3017 W. 26th Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

> ALL THAT PART OF LOTS NUMBERED NINE (9) AND TEN (10) IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9, THENCE N88˚02'42"W A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING; THENCE N46˚50'42"E A DISTANCE OF 63.58 FEET (63.43 FEET MEASURED) TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SCHIFFERDECKER AVENUE; THENCE N01˚59'35"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 228.59 FEET; THENCE N88˚07'29"W A DISTANCE OF 315.59 FEET; THENCE S01˚57'01" W A DISTANCE OF 150.09 FEET; THENCE S88˚02'42"E A DISTANCE OF 65.00 FEET; THENCE S01˚57'01"W A DISTANCE OF 123.00 FEET TO THE POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH STREET; THENCE S88˚02'42"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 205.65 FEET TO THE POINT OF BEGINNING.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney