COUNCIL AGENDA
March 7, 2016
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. Presentation By Deb Ollis, Chairman Of The Women's Auxiliary Veterans Of Foreign Wars Post 534

      Deb Ollis, Chairman of the Women's Auxiliary Veterans of Foreign Wars Post 534, Joplin, to present patriotism award to the City of Joplin for flying the American flag.

   2. Presentation By Former Missouri Southern Baseball Coach Warren Turner

      Warren Turner, former Missouri Southern Baseball Coach to make a formal presentation to Joplin City Council.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Andrew Moyer, 4561 S. Duquesne, would like to address on Council on starting a new church on 20th street.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-257
      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-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-257 .PDF, COUNCIL BILL 2016-257.PDF, SUPPLEMENTAL CB 2016-257.PDF

   3. COUNCIL BILL NO. 2016-258
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-258 .PDF, COUNCIL BILL 2016-258.PDF, SUPPLEMENTAL CB 2016-258.PDF

8. **Consent Agenda**

1. Minutes Of The February 16, 2016 Joplin City Council Meeting

2. COUNCIL BILL NO. 2016-005

   COUNCIL BILL NO. 2016-005-AN ORDINANCE amending Chapter 114, Traffic, Article II, Administration and Enforcement. In general, amending Section 114-121 of the Joplin City Code.

   Documents: CB2016-005.PDF

3. COUNCIL BILL NO. 2016-256
   AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri.

   Documents: SUMMARY SHEET CB 2016-256 .PDF, COUNCIL BILL 2016-256.PDF, SUPPLEMENTAL CB 2016-256.PDF

4. COUNCIL BILL NO. 2016-259

   AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri.

   Documents: PDF CASE 039-15.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-106
   AN ORDINANCE approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Three Hundred Sixty One Thousand One Hundred Sixty Three and 50/100 Dollars ($1,361,163.50) for Resurfacing in Various Locations 2016 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

   Documents: SUMMARY SHEET - RESURFACING 2016-106.PDF, BID TAB.PDF, CB - RESURFACING 2016-106.PDF, 2016 OVERLAY PLAN.PDF

2. COUNCIL BILL NO. 2016-107
   AN ORDINANCE approving a contract for solid waste and single-stream recycling collection, disposal, and processing services for single-family and duplex residential living units, and dealing generally with the residential trash service established by Ordinance in 2004; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents: SUMMARY SHEET CB 2016-107 .PDF, AGREEMENT CB 2016-107.PDF, EXHIBIT A WITH ADDENDA CB 2016-107.PDF, JOPLIN PROPOSAL PART A.PDF, JOPLIN PROPOSAL PART B.PDF, JOPLIN PROPOSAL PART C.PDF, EXHIBIT C TERM SHEET CB 2016-107.PDF, COUNCIL BILL 2016-107 .PDF

3. COUNCIL BILL NO. 2016-108
   AN ORDINANCE authorizing the City of Joplin to enter into a Construction Contract with Arbor Masters Tree Service in the amount of Fifty Eight Thousand Five Hundred Sixty Six and no/100 Dollars ($58,566.00) for the St. Louis Zora to Broadway Tree & Stump Removal; authorizing the Director

of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: SUMMARY ST LOUIS TREE REMOVAL.PDF, BID TAB FORM.PDF, CB2016- 108 ST. LOUIS TREE REMOVAL.PDF, CB2016-108 ST_LOUIS_TREE_AND_STUMP_REMOVAL.PDF

4. COUNCIL BILL NO. 2016-109
AN ORDINANCE approving a Joint Agreement with the Kansas City Southern Railway Company for closure of the at-grade crossing near 18th Street and Wisconsin Avenue; and authorizing the City Manager to convey the described crossing rights to the railroad company by Quit Claim deed; and containing an emergency clause

Documents: CB 2016-109.PDF, KCS QUIT-CLAIM DEED.PDF, SUMMARY 2016-109.PDF, 18TH AGREEMENT.PDF

5. COUNCIL BILL NO 2016-110
AN ORDINANCE approving a purchase order to Armor Equipment in the amount of One Hundred Seventy Four Thousand Four Hundred Forty Four and no/100 Dollars ($174,444.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

Documents: SUMMARY SHEET - STREET SWEEPER 2016-110.PDF, STATE BID 3-120223RJ.PDF, CB -STREET SWEEPER 2016-110.PDF

6. COUNCIL BILL NO. 2016-450
AN ORDINANCE authorizing the City of Joplin to terminate participation in an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri; authorizing the City Manager and Health Department Director to terminate said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents: CB2016-450-SUMMARY SHEET_1.PDF, CB2016-450-COUNCIL BILL.PDF

7. COUNCIL BILL NO. 2016-357
AN ORDINANCE approving an agreement by and between the City of Joplin and PLBJD Inc. for Engineering and Project Management Services. The contract amount is $35,650.00 (Thirty-Five Thousand Six Hundred and Fifty Dollars), and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; and containing an emergency clause.

Documents: JOPLIN CIVIL AGREEMENT WITH PLJBD INC 2016.PDF, EXHIBIT C AND D.PDF, EXHIBIT E BID TAB.PDF, HOWSMANS RFQ 2015-01 EXHIBIT A.PDF, PLJBD RFQ-2016-01 RESPONSE EXH B.PDF, 2016-357 SUMMARY.PDF, CB 2016-357 FINAL.PDF

8. COUNCIL BILL NO. 2016 – 360
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 S. Park in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Forty Nine and 00/100 Dollars (2,449.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: CB 2016-360.PDF, COPY OF 218 S PARK AVE.PDF,

POWERPOINT TEMPLATE.PDF, SUMMARY -CB 2016-360.PDF

9. COUNCIL BILL NO. 2016-502
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

Documents: CB 2016-502 SUMMARY FY 2016 BUDGET ADJUSTMENT.PDF, CB 2016-502 BUDGET AMENDMENT ORDINANCE.PDF, SCHEDULE A 2016 BUDGET AMENDMENT MARCH 2016.PDF

10. COUNCIL BILL NO. 2016-503
AN ORDINANCE approving the reclassification of various positions in the Parks
Department; adding an additional Recreation Coordinator; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

Documents: CB 2016-503 SUMMARY FY 2016 BUDGET ADJUSTMENT FOR PARKS REORGANIZATION.PDF, CB 2016-503 ORDINANCE POSITION RECLASSIFICATIONS AND ADDITIONAL POSITION FOR PARKS.PDF, SCHEDULE B PARKS POSITION CHANGES FEBRUARY 2016.PDF, SCHEDULE A 2016 BUDGET AMENDMENT RECLASSIFICATIONS AND POSITION MARCH 2016.PDF

11. COUNCIL BILL NO. 2016-504
AN ORDINANCE approving an Agreement by and between the City of Joplin and Joplin Proud, dealing generally with the "Five Years Strong" anniversary event; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

Documents: CB 2016-504 SUMMARY JOPLIN PROUD AGREEMENT AND FY 2016 BUDGET ADMENDMENT.PDF, CB 2016-504 ORDINANCE JOPLIN PROUD AGREEMENT.PDF, JOPLIN PROUD AGREEMENT 2016.PDF, SCHEDULE A 2016 BUDGET AMENDMENT 2 MARCH 2016.PDF, JOPLIN PROUD AGREEMENT 2016 SCHEDULE A.PDF

12. COUNCIL BILL NO. 2016-602

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Hubler Family Investments, a Missouri Limited Partnership, for the purchase of a two (2) acre tract generally located at the intersection of 30th Street and Jaguar Road, near the Crossroads Industrial Park; authorizing the City Manager to execute said Agreement in substantially similar form by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

Documents: CB2016-602 SUMMARY SHEET.PDF, CB2016-602 STAT 7 APPRAISAL.PDF, CB2016-602 ST.7 PRELIMINARY SITE PLAN.PDF, CB2016-602 FIRE ST.7 LOCATION 32ND AND KODIAK.PDF, CB2016-602 FIRE ST. 7 LOCATION(2015) PROPOSED.PDF, CB2016-602 - COUNCIL BILL.PDF, CB2016-602 REAL ESTATE AGREEMENT COJ AND HUBLER FAMILY INVESTMENTS.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2016-604

       AN ORDINANCE approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation.

       Documents: CB 2016-604 SUMMARY.PDF, CB 2016-604 COUNCIL BILL AND POLICY.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS

    2. NEWS FROM THE PIO

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 004-16: Southeast Corner of 26th Street and Adele Avenue – A request to rezone from R-3 (Multi-Family Residential) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) for the construction of duplexes – Iftikhar Ali.

STAFF SUMMARY:
This property is being developed for residential duplexes which are allowed under its current zoning designation. However, the side yard setbacks for an R-3 corner lot are 15-feet, whereas the side yard for R-2 corner lots range from 6-10 feet. The R-2 zoning designation is appropriate for this area and use.

This corridor is a mixture of moderate and high density residential and non-retail commercial development. This zoning change would be appropriate for this commercial corridor.

Staff recommends approval of Case 004-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Darren Collins appeared representing Dr. Ali to request the rezoning of the property in Case 004-16. Dr. Ali wishes to build a couple of duplexes due to issues with set-back requirements in the R-3 district because of a drainage easement and a sewer easement running throughout this property.

Mr. Eastman asked how many duplexes are planned, and Mr. Collins replied two duplexes.
Mr. Eastman asked if these are one-story duplexes, and Mr. Collins replied two-story duplexes.

PUBLIC COMMENT: None.

P & Z Case 004-16
Iftikhar Ali
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-257 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 District R-3 and District C-0 and including in District R-2 property as described below and located at the southeast corner of 26th Street and Adele Avenue in the 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 removing the following described property from District R-3 and District C-0 and including same in District R-2:

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN WOODLAND HILLS SOUTH, A SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESERVATIONS OF RECORD, IF ANY.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 004-16: A request to rezone from R-3-PD (Planned Multi-Family Development) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential).

LOCATION: Southeast corner of 26th Street and Adele Avenue

APPLICANT: Dr. Iftikar Ali

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3-PD Planned Multi-Family Residential Development	Undeveloped	11,250 sq ft
C-O	Undeveloped	14,850 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-4	R-3	R-4
Land Use	Residential	Elks Lodge	Residential	Residential

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as High-Density Residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
26th Street	Collector	65'
Adele Avenue	Secondary	50'

UTILITIES: There is utility access to the property and a sanitary sewer line that runs through the southern portion of the property.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Due to a sewer easement cutting through the property, setbacks for R-3 and C-O zoning designations would inhibit the property owner's ability to develop this site for residential duplexes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property is being developed for residential duplexes which are allowed under its current zoning designation. However, the side yard setbacks for an R-3 corner lot are 15-feet, whereas the side yard for R-2 corner lots range from 6-10 feet. The R-2 zoning designation is appropriate for this area and use.

This corridor is a mixture of moderate and high density residential and non-retail commercial development. This zoning change would be appropriate for this commercial corridor.

Staff recommends approval of Case 004-16.

ENCLOSURES:

Map

Application

REZONING APPLICATION FORM

RECEIVED 1-4-16

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.: 004-16
Filing Fee: $ 350.00
Date Advertised: 1-26-16
Date Notices Sent: 1-27-16
Public Hearing Date: 2-8-16

APPLICANT: IFTIKHAR ALI PHONE: 417-622-9149
ADDRESS: 2216 E 32nd st, Ste #101 Joplin MO ZIP: 64804
OWNER: IFTIKHAR ALI PHONE: 417-622-9149
ADDRESS: 2216 E 32nd st, Ste #101, Joplin MO. ZIP: 64804
LOCATION OF PROPERTY:
LEGAL DESCRIPTION:

Present Zoning R-3 PD + CO Requested Zoning: R-2 Acreage:
Present Use of Property: Vacant (Multi Family Pre Tornado)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	26th St / Residential	26th St / R1 + R2
South	Multi Family	R-3
East	Elks	R-4
West	Multi Family	R3 + CO + R4

CHARACTER OF THE NEIGHBORHOOD: Everything S. of 26th on Adele is Multi Family.

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: Drainage through property causes problems with R-3 Setbacks.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Darren Coleman

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 26TH & Adele
2. Classification of Street(s):
   Arterial _____ Collector 26TH Local Adele
3. Right-of-Way Width: 65' & 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

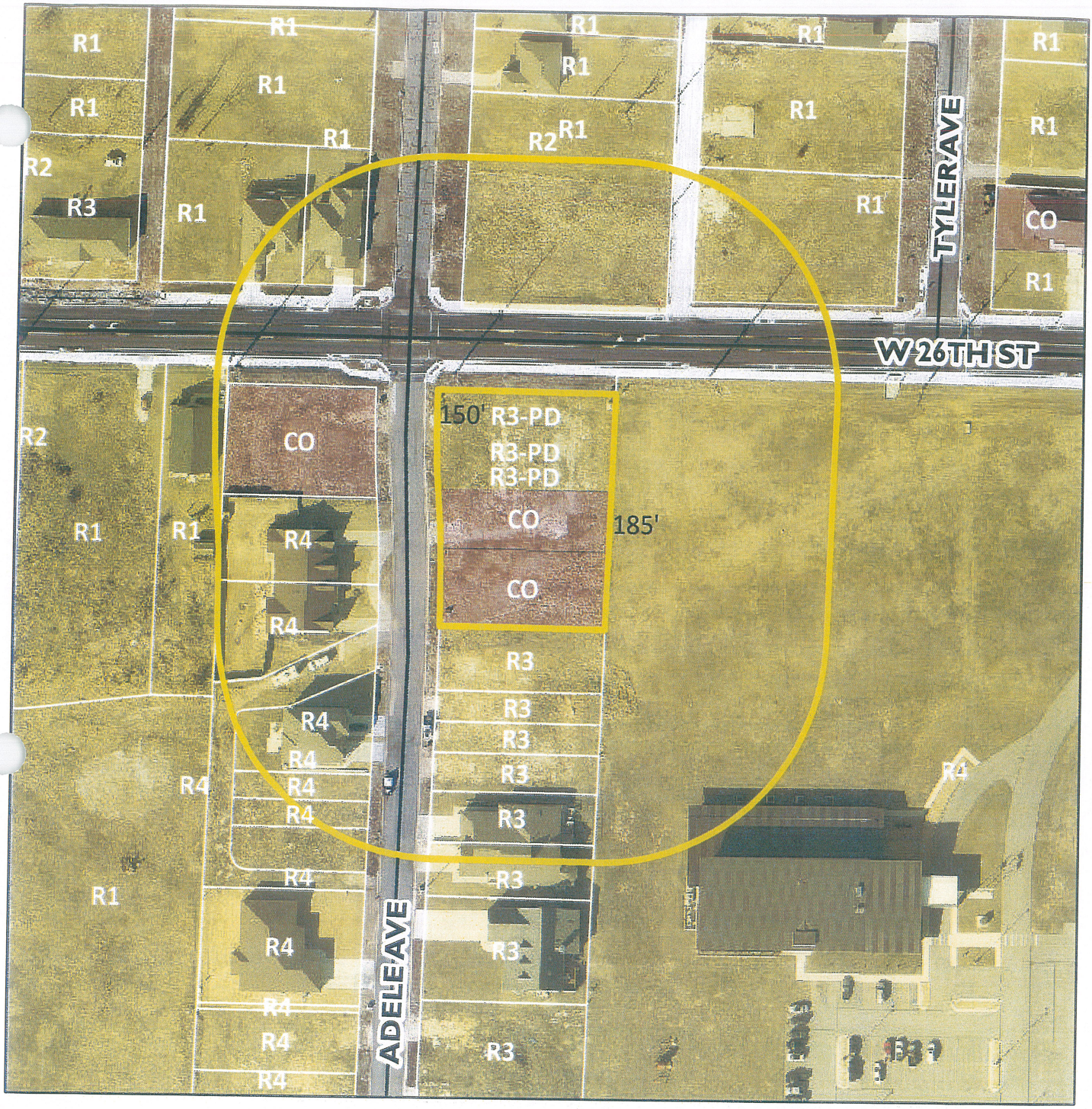
1. Appropriately Sized Lots? ~~80 x 150'~~ 185 x 138
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 12-31-15

BY: IFTIKHAR ALI

TITLE: OWNER



Case 004-16: Southeast corner of 26th Street and Adele Avenue - A request to rezone from R-3-PD (Planned Multi-Family Residential Development) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) - Iftikhar Ali.

N

Case 004-16: Southeast Corner of 26th Street and Adele Avenue – A request to rezone from R-3 (Multi-Family Residential) and C-O (Non-Retail Commercial) to R-2 (Two-Family Residential) for the construction of duplexes – Iftikhar Ali.

Mr. Eastman opened the public hearing for Case 004-16.

Mr. Darren Collins, 3600 Southeast 110th Street, Galena, Kansas, appeared representing Dr. Ali to request the rezoning of the property in Case 004-16. Dr. Ali wishes to build a couple of duplexes due to issues with set-back requirements in the R-3 district because of a drainage easement and a sewer easement running throughout this property.

Mr. Eastman asked how many duplexes are planned, and Mr. Collins replied two duplexes. Mr. Eastman asked if these are one-story duplexes, and Mr. Collins replied two-story duplexes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 004-16.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 004-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 005-16: 215 East Commercial Alley – A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) for a multi-family residential development – Stephen Cooper.

STAFF SUMMARY:
This property was previously being used as residential apartments until Mr. Cooper was contacted by the Building Department and Fire Marshall to address non-compliance with the City of Joplin Building Code. Upon meeting with City, Mr. Cooper expressed that he was unaware of the current building and zoning codes but was willing to suspend operation of the apartments in order to bring the building up to code.

The property needs to be rezoned to C-3 (Commercial) to comply with the Future Land Use map for the area. If the property is rezoned, Mr. Cooper will be working with the Fire Department and the Building Division in order to renovate the existing apartments and ensure code compliance.

Staff recommends approval of Case 005-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Cooper requested the rezoning of the property in Case 005-16. He did not know the property was zoned M-2. He operated a bicycle shop there for several years and is in the process of developing some loft-type apartments in the building. He thought the property is better suited for apartments versus heavy industrial uses.

Mr. Ramsour asked Mr. Cooper if the conversions to the apartments are within the two existing buildings, and he replied only within one building. He stated the address of one of the buildings is 211 East Commercial Alley, with that building not being involved

PUBLIC COMMENT:
Mr. James Allen appeared in favor and stated he owns the property in this request. He purchased the property in 1956, with the building never containing heavy industrial uses. It was used for wholesale supply operations until 2009.

P & Z Case 005-16
Stephen Cooper
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-258 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 M-2 and including in District C-3 property as described below and located at 215 East Commercial Alley in the 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 removing the following described property from District M-2 and including same in District C-3:

ALL OF MISCELLANEOUS TRACT THIRTY-TWO (32) IN SECTION TWO (2), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-THREE (33), TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 005-16: A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial).

LOCATION: 215 E Commercial Alley

APPLICANT: Steven Cooper

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
M-2 Heavy Industrial	Undeveloped	14,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Industrial	Industrial	Industrial	Industrial

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as Retail/Commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Pennsylvania Ave	Secondary	60'
Commercial Alley	Secondary	20'

UTILITIES: There is utility access to the property.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Mr. Cooper would like to renovate this building for multi-family residential development, which is not allowed in this zoning designation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property was previously being used as residential apartments until Mr. Cooper was contacted by the Building Department and Fire Marshall to address non-compliance with the City of Joplin Building Code. Upon meeting with City, Mr. Cooper expressed that he was unaware of the current building and zoning codes but was willing to suspend operation of the apartments in order to bring the building up to code.

The property needs to be rezoned to C-3 (Commercial) to comply with the Future Land Use map for the area. If the property is rezoned, Mr. Cooper will be working with the Fire Department and the Building Division in order to renovate the existing apartments and ensure code compliance.

Staff recommends approval of Case 005-16.

ENCLOSURES:

Map

Application

RECEIVED
1-14-15

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.: 005-16
Filing Fee: $ 350.00
Date Advertised: 1-26-16
Date Notices Sent: 1-27-16
Public Hearing Date: 2-16-16

APPLICANT: STEVEN L COOPER PHONE: 417/483-1493
ADDRESS: 215 E COMMERCIAL ALLY ZIP: 64801
OWNER: JIM ALLAN PHONE: 417/437-2029
ADDRESS: 2616 MINNESOTA, JOPLIN MO ZIP: 64804
LOCATION OF PROPERTY: 215 E COMMERCIAL ALLEY
LEGAL DESCRIPTION: TRACT THIRTY-TWO (32) IN SECTION 2, TOWNSHIP 27, RANGE 33,

Present Zoning M-2 Requested Zoning: C-3 Acreage:
Present Use of Property: BIKE SHOP / RETAIL / WAREHOUSE / APTS

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	COMMERCIAL /	M-2
South	INDUSTRIAL	M-2
East	↓	M-2
West		M-2

CHARACTER OF THE NEIGHBORHOOD: OLD INDUSTRIAL

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? YES
If yes, explain: BUILDING IS NOT SUITABLE FOR INDUSTRIAL USE

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Commercial Alley, Pennsylvania Ave
2. Classification of Street(s):
   Arterial _____ Collector Secondary Local _____
3. Right-of-Way Width: 60' & 70'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: _____

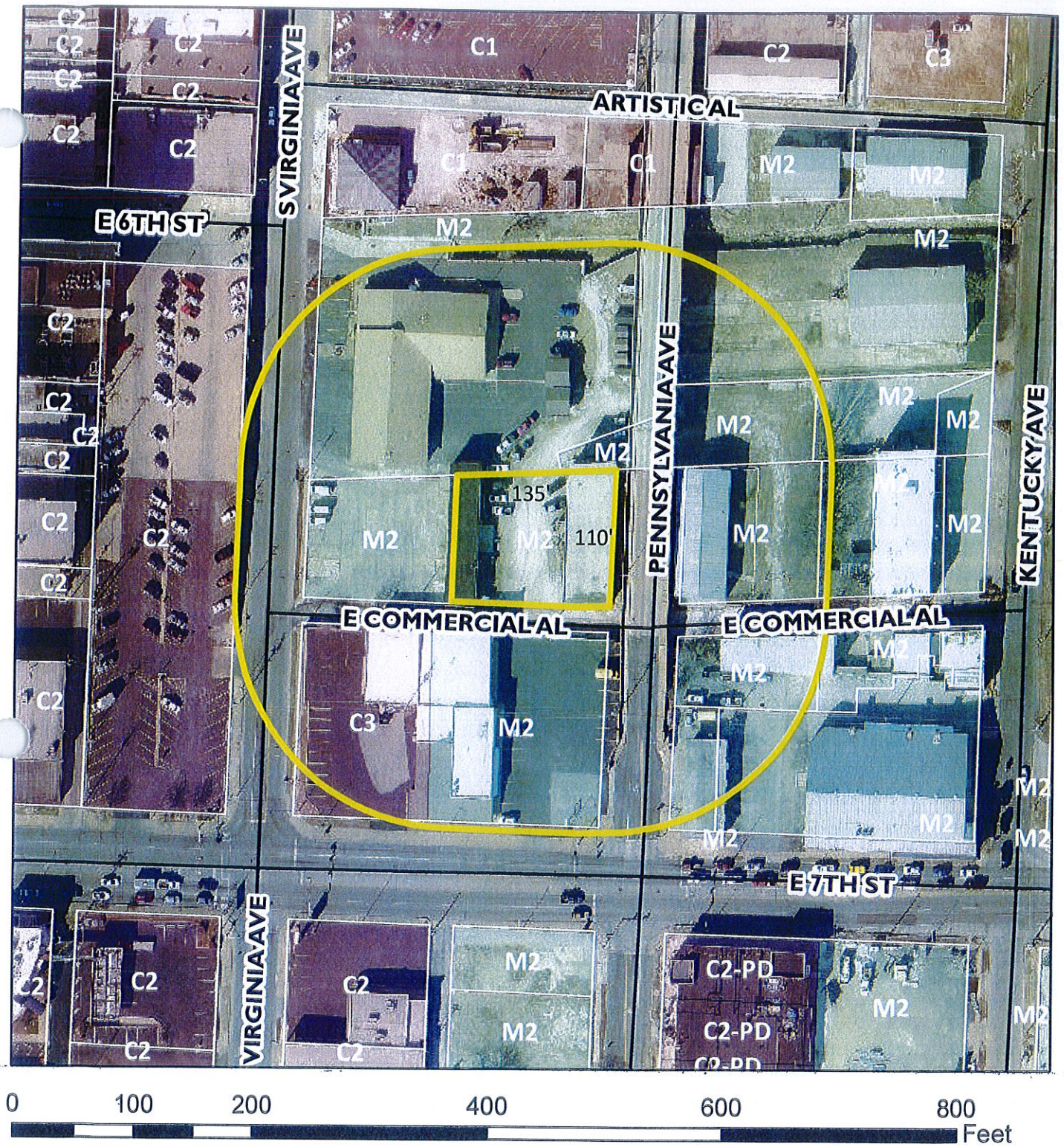
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

THIS IS A GREAT 100 YR OLD BUILDING IN EXCELLENT CONDITION WITH AMPLE PARKING FOR OUR NEEDS.

SIGNATURE: [signature] DATE: 1/14/16

BY: Stephen Cooper

TITLE: _____



Case 005-16: 215 East Commercial Alley - A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) - Stephen Cooper.

N

Case 005-16: 215 East Commercial Alley – A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial) for a multi-family residential development – Stephen Cooper.

Mr. Eastman opened the public hearing for Case 005-16.

Mr. Steve Cooper, 215 East Commercial Alley, Joplin, appeared to request the rezoning of the property in Case 005-16. He did not know the property was zoned M-2. He operated a bicycle shop there for several years and is in the process of developing some loft-type apartments in the building. He thought the property is better suited for apartments versus heavy industrial uses.

Mr. Ramsour asked Mr. Cooper if the conversions to the apartments are within the two existing buildings, and he replied only within one building. He stated the address of one of the buildings is 211 East Commercial Alley, with that building not being involved.

Mr. Eastman asked for comments from the audience.

Mr. James Allen, 2616 South Minnesota Avenue, Joplin, appeared in favor and stated he owns the property in this request. He purchased the property in 1956, with the building never containing heavy industrial uses. It was used for wholesale supply operations until 2009.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 005-16.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 005-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: February 16, 2016
ITEM: Council Bill No. 2016-005 amending Chapter 114, Traffic, Article II, Administration and Enforcement; authorizing the Joplin Police Department to obtain, store, and track uniform traffic tickets.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2016-005

DEPARTMENT HEAD:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm
POLICE CHIEF:	Jason Burns
COURT ADMINISTRATOR:	Lamonte Ratcliff

INTRODUCTION:

This Council Bill amends Chapter 114, Traffic, Article II, Administration and Enforcement. Specifically, the bill amends the ordinance to allow the Joplin Police Department to buy, store, and track uniform traffic tickets, a responsibility currently assigned to the Municipal Court.

DISCUSSION:

The City's Code of Ordinances currently stipulates that the Municipal Court is responsible for obtaining and storing ticket books. This practice is fairly unique in the industry, as most cities allow their police departments to order, store, and track ticket books. By amending the ordinance, this process can be assigned to the Joplin Police Department and streamlined; the tracking of the tickets, which is required by statute, will also be centralized and more accurate.

RECOMMENDATION:

Staff recommends that this Council Bill be passed on First Reading and advanced to Second and Third Reading.

JLP:ab
attachment

COUNCIL BILL NO. 2016-005 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic, Article II, Administration and Enforcement. In general, amending Section 114-121 of the Joplin City Code.

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

WHEREAS, the City's Code of Ordinances currently specifies that the municipal court shall provide uniform traffic tickets; and

WHEREAS, by amending the ordinance specific to ticket books, the process of obtaining and inventory control of uniform traffic tickets will be streamlined and be more consistent with the Revised Statutes of the State of Missouri; and

WHEREAS, the Municipal Court Administrator and City of Joplin Police Chief are in agreement with this proposed change.

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

Section 1. That Section 114-121, Ticket books, shall be amended as follows:

"Sec. 114-121-Ticket books.

(a) The municipality shall provide books containing uniform traffic tickets as prescribed by Supreme Court Rule No. 37.46. Said books shall include serially numbered sets of citations in quadruplicate in the form prescribed by Supreme Court Rule.
(b) Such books shall be issued to the chief of police or his duly authorized agent, a record shall be maintained of every book so issued and a written receipt shall be required for every book. The judge or judges hearing municipal ordinance violation cases may require that a copy of such record and receipts be filed with the court.
(c) The chief of police shall be responsible for the issuance of such books to individual members of the police department. The chief of police shall require a written receipt for every book so issued and shall maintain a record of every such book and each set of citations contained therein."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 2/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 007-16: Northeast corner of Broadway Street and Buchanan Road – A request to Review the Final Plat of Buchanan Place for the construction of duplexes – Rick Benson.

STAFF SUMMARY:
The final plat approval is for Buchanan Place. This addition will be a 7 lot two-family residential subdivision at the Northeast Corner of Broadway Street and Buchanan Road. Mr. Benson has also successfully rezoned this property to R-2, Two Family Residential and vacated a portion of the street easement for development. The Final Plat does require City Council approval.

Staff recommends approval of Case 007-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Bolte, Small Arrow Engineering, appeared representing Rick Benson, the developer on this project. This seven-lot addition basically re-plats all of the smaller lots from the original subdivisions. Utility and drainage easements will be created throughout the parcel to convey the drainage runoff from Broadway Street and to provide the corridor for the installation of the sanitary sewer to be dedicated to the City of Joplin.

Mr. Bolte may dedicate an additional private easement to Missouri American Water Company once it is determined where they want to build their system.

Mr. Duncan asked if the preliminary plat and the final plat are exactly the same, and Mr. Bolte replied they are basically the same. The final plat includes the space for the vacation of the portion of Buchanan Road, which is now part of Lot 5.

Mr. Smith asked about access to Lot 6. Mr. Bolte replied Lot 6 and Lot 7 will actually face Broadway Street. A driveway serving those two lots will enter from Broadway, with two access points along that driveway to serve Lots 6 and 7.

PUBLIC COMMENT:
None.

P & Z Case 007-16
Rick Benson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-256 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of BUCHANAN PLACE, located at the northeast corner of Broadway Street and Buchanan Road 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 Final Plat for BUCHANAN PLACE in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of BUCHANAN PLACE, described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16
BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°19'25"W ALONG THE NORTH RIGHT-OF-WAY
OF BROADWAY STREET A DISTANCE OF 330.00 FEET;
THENCE N01° 53'25"E A DISTANCE OF 84.91 FEET;
THENCE S89°15'27"E A DISTANCE OF 17.81 FEET TO A
CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE
OF 84.22 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY OF BUCHANAN ROAD;
THENCE N21°47'37"E ALONG SAID RIGHT-OF-WAY A
DISTANCE OF 354.08 FEET TO A POINT ON THE
NORTH LINE OF LOT 8 OF O.F. NICHOLS SUBDIVISION;
THENCE S89°22'33"E A DISTANCE OF 104.99 FEET TO THE
NORTHEAST CORNER OF SAID LOT 8;
THENCE S02°01'54"W A DISTANCE OF 130.25 FEET;
THENCE S89°19'51"E A DISTANCE OF 73.57 FEET;
THENCE S02°12'42"W A DISTANCE OF 180.43 FEET TO THE
SOUTHEAST CORNER OF LOT 8 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°15'27"W A DISTANCE OF 50.04 FEET TO THE
NORTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE S01° 53'27"W A DISTANCE OF 149.54 FEET TO THE POINT OF
BEGINNING.

CONTAINING 2.5 ACRES MORE OR LESS.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street 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, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk 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 _____, 2016, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: February 10, 2016
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Final Plat

CASE 007-16 Final Plat review

NAME OF SUBDIVISION Buchanan Place

LOCATION: Northeast Broadway Street and Buchanan Road

APPLICANT: Rick Benson

PRESENT ZONING: R-2, Two-Family Residential

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-2
Land Use	Residential	Residential	Residential	Residential

SUBDIVISION:

Number of lots
7

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Broadway Street	Arterial	70'
Buchanan Road	Arterial	70'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES A new gravity sewer extension will be placed along the back of the property to service the new development.

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 Buchanan Place. This addition will be a 7 lot two-family residential subdivision at the Northeast Corner of Broadway Street and Buchanan Road. Mr. Benson has also successfully rezoned this property to R-2, Two Family Residential and vacated a portion of the street easement for development. The Final Plat does require City Council approval.

Staff recommends approval of Case 007-16.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 007-16
Date Filed: _____
Date of Meeting: 2-10-16
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Buchanan Place

II. Name of Owner: RBC Enterprises Limited, Inc.

III. Name of Subdivider: Rick Benson

IV. Name of Person who prepared the Plat: MJ Surveying, LLC (Brian Atnip, PLS)

V. Date of Hearing: Feb 8, 2016

VI. Location of Property by Streets: E/O Patterson Ave, N/O Broadway St. and E/O Buchanan Road

VII. Present Zoning of Property R2

VIII. Present Uses of Property Undeveloped

IX. No. of Acres in Total Tract 2.5 No. of Lots 7

Instructions:

The following checklist is to be completed by the Municipal Planner 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 may accompany this checklist.

X. 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. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☒ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☒ ☒

B. If so, has a copy been submitted? ☐ ☐

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

BUCHANAN PLACE

BEING A REPLAT OF LOTS 3 THROUGH 8 AND LOTS 16 THOUGH 22 IN BLOCK 25 OF COLLEGE HILL ADDITION AND LOT 8 OF O.F. NICHOLS SUBDIVISION

CITY OF JOPLIN, JASPER COUNTY, MISSOURI

DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°19'25"W ALONG THE NORTH RIGHT-OF-WAY OF BROADWAY STREET A DISTANCE OF 330.00 FEET;
THENCE N01°53'25"E A DISTANCE OF 84.91 FEET;
THENCE S89°15'27"E A DISTANCE OF 17.81 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 84.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF BUCHANAN ROAD;
THENCE N21°47'37"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 354.08 FEET TO A POINT ON THE NORTH LINE OF LOT 8 OF O.F. NICHOLS SUBDIVISION;
THENCE S89°22'33"E A DISTANCE OF 104.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;
THENCE S02°01'54"W A DISTANCE OF 130.25 FEET;
THENCE S89°19'51"E A DISTANCE OF 73.57 FEET;
THENCE S02°12'42"W A DISTANCE OF 180.43 FEET TO THE SOUTHEAST CORNER OF LOT 8 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE N89°15'27"W A DISTANCE OF 50.04 FEET TO THE NORTHEAST CORNER OF LOT 16 BLOCK 25 OF COLLEGE HILL ADDITION;
THENCE S01°53'27"W A DISTANCE OF 149.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.5 ACRES MORE OR LESS

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY

URBAN

FLOOD ZONE INFORMATION

ZONE X
MAP NUMBER #29097C0278E
MAP REVISED NOV. 12, 2012

PROPERTY OWNER

RBC ENTERPRISES LIMITED, INC.
P. O. BOX 2283
JOPLIN, MISSOURI 64803

BUILDING SETBACKS

FRONT SETBACK - 25'
SIDE SETBACK - 7'
SIDE SETBACK ALONG A STREET - 15'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

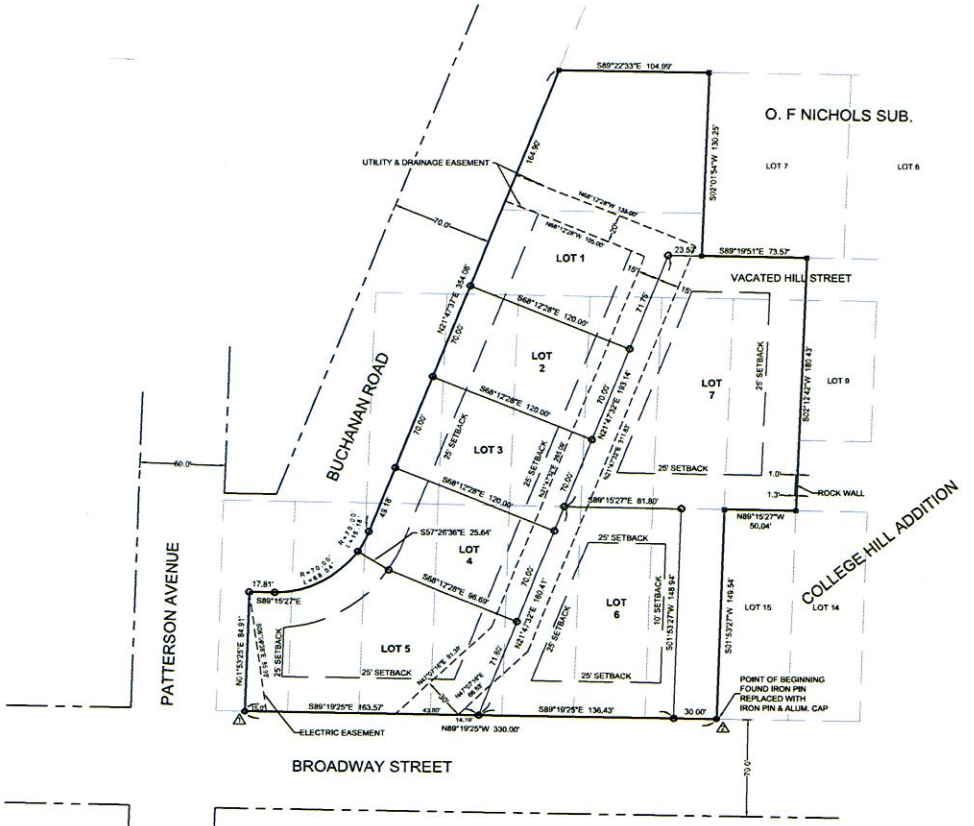
TOTAL ACRES:	2.5±
TOTAL NO. OF LOTS:	7
ZONING:	R-2

SOURCE DOCUMENTS

BOOK 1528 PAGE 2003
BOOK 1546 PAGE 1251
BOOK 1569 PAGE 1406
BOOK 1568 PAGE 48
TITLE COMMITMENT FILE #1505817-124

NOTES

LOT CORNERS TO BE SET WITHIN 12 MONTHS OF THE RECORDING OF THE FINAL PLAT.



LEGEND

- ⊡ FOUND IRON PIN
- ○ SET IRON PIN
- ● SET IRON PIN WITH ALUM. CAP
- (M) MEASURED
- (D) DEED

	DESCRIPTION	NORTHING	EASTING
1	SW COR. OF PROPERTY	336825.86	2791057.23
2	SE COR. OF PROPERTY	336821.20	2791387.96

COORDINATES ARE BASED ON STATE PLANE GRID

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 ____ DAY OF _____, 2016.

_____
BRIAN A. ATNIP LS 2008000859

0' 40' 80'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

DEDICATION

KNOW ALL ME BY THESE PRESENTS RICK BENSON, PRESIDENT OF RBC ENTERPRISES LIMITED, INC., DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS ARE SHOWN THEREON AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS TO THE PUBLIC FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEAR ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS ____ DAY OF _____, 20__

_____
RICK BENSON, PRESIDENT

THIS PLAT OF BUCHANAN PLACE HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20__

_____
CHAIRMAN

THIS PLAT OF BUCHANAN PLACE 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 _____, 20__

_____ _____
MAYOR CITY CLERK

STATE OF MISSOURI } SS
COUNTY OF JASPER }

ON THIS _____ DAY OF _____, 2016, BEFORE ME, A NOTARY PUBLIC IN SAID COUNTY AND STATE, PERSONALLY APPEARED RICK BENSON, PRESIDENT OF SAID RBC ENTERPRISES LIMITED, INC., A MISSOURI COMPANY, TO ME KNOWN TO BE THE PRESIDENT OF SAID COMPANY, 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 IN JOPLIN, AND IN SAID COUNTY AND STATE.

_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

STATE OF MISSOURI } SS
COUNTY OF JASPER }

IN THE OFFICE OF THE RECORDER OF DEEDS, I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING AND PLAT WAS WITH CERTIFICATE THEREON AT ____ O'CLOCK AND ____ MINUTES, __M. ON THIS _____ DAY OF _____, 2016, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK_____ AT PAGE_____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CARTHAGE, MISSOURI THIS _____ DAY OF _____

_____
RECORDER OF DEEDS

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2016

STATE OF MISSOURI — BRIAN A. ATNIP — NUMBER PLS-2008000859 — PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
www.MJSurveyingLLC.com
PH 417.623.2525
FAX 417.623.1746
214 S. MAIN ST.
JOPLIN, MO 64801

DRAWN BM	DATE 1/29/2016
APPROVED BAA	DATE 2/1/2016
SCALE 1" = 40'	SHEET

RICK BENSON CONST.
PART OF COLLEGE HILL ADDITION TO JOPLIN JASPER COUNTY, MISSOURI.
PROJECT # 15346

Case 007-16: Northeast corner of Broadway Street and Buchanan Road – A request to Review the Final Plat of Buchanan Place for the construction of duplexes – Rick Benson.

Mr. Eastman opened the public comment period for Case 007-16.

Mr. John Bolte, Small Arrow Engineering, 216 South Main Street, Joplin, appeared representing Rick Benson, the developer on this project. This seven-lot addition basically re-plats all of the smaller lots from the original subdivisions. Utility and drainage easements will be created throughout the parcel to convey the drainage runoff from Broadway Street and to provide the corridor for the installation of the sanitary sewer to be dedicated to the City of Joplin.

Mr. Bolte may dedicate an additional private easement to Missouri American Water Company once it is determined where they want to build their system.

Mr. Duncan asked if the preliminary plat and the final plat are exactly the same, and Mr. Bolte replied they are basically the same. The final plat includes the space for the vacation of the portion of Buchanan Road, which is now part of Lot 5.

Mr. Smith asked about access to Lot 6. Mr. Bolte replied Lot 6 and Lot 7 will actually face Broadway Street. A driveway serving those two lots will enter from Broadway, with two access points along that driveway to serve Lots 6 and 7.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 007-16.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, THAT THE FINAL PLAT AS PRESENTED IN CASE 007-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAH, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

STAFF SUMMARY:
The final plat approval is for Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

Staff recommends approval of Case 039-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

PUBLIC COMMENT:
None.

P & Z Case 039-15
Molandco Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-259 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard 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 Final Plat for WATER'S EDGE UNIT NO. 4 in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of WATER'S EDGE UNIT NO. 4, described as follows:

A tract of land in the S.E. Qtr. Sec.36 T.28N. R.33W., in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING AT A POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molandco, Inc., recorded in B.1786 P.192 of said land records.

THENCE: Bearing S.02d08'51"W., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molandco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87d51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.02d08'51"E., a Distance of 37.96', to a Point;
COURSE 3: Thence Bearing S.87d51'09"E., a Distance of 44.00', to a Point;
COURSE 4: Thence Bearing S.83d50'22"E., a Distance of 92.94', to a Point;
COURSE 5: Thence Bearing S.67d23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29d56'37"E., a Distance of 76.29', to a Point;
COURSE 7: Thence Curving 70.41', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 70.41', which Bears N.37d22'48"E., to a Point;
COURSE 8: Thence Bearing S.45d18'56"E., a Distance of 44.00', to a Point;
COURSE 9: Thence Bearing S.47d20'46"E., a Distance of 123.85', to a Point;
COURSE 10: Thence Bearing S.32d40'48"W., a Distance of 71.28', to a Point;

COURSE 11: Thence Bearing S.31d30'49"W., a Distance of 75.52', to a Point;
COURSE 12: Thence Bearing S.24d06'46"W., a Distance of 67.90', to a Point;
COURSE 13: Thence Bearing S.01d23'56"E., a Distance of 71.60', to a Point;
COURSE 14: Thence Bearing S.10d01'33"E., a Distance of 98.65', to a Point;
COURSE 15: Thence Bearing S.08d54'21"W., a Distance of 117.37', to a Point;
COURSE 16: Thence Bearing S.23d14'23"W., a Distance of 109.62', to a Point;
COURSE 17: Thence Bearing S.33d56'18"W., a Distance of 92.64', to a Point;
COURSE 18: Thence Bearing S.21d28'00"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10d03'10"W., a Distance of 113.87', to a Point;
COURSE 20: Thence Bearing N.64d58'22"E., a Distance of 22.46', to a Point;
COURSE 21: Thence Curving 141.46', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80d02'41"E., to a Point;
COURSE 22: Thence Bearing S.84d53'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.19', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83d47'26"E., to a Point;
COURSE 24: Thence Bearing N.72d27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the W. end of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17d32'08"E., a Distance of 44.00', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72d27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 126.47', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 126.47', which Bears S.83d47'26"W., to a Point;
COURSE 28: Thence Bearing N.84d53'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 118.57', along an Arc to the Left, having a Radius of 228.00', and a Long Chord of 118.57', which Bears S.80d02'41"W., to a Point;
COURSE 30: Thence Bearing S.64d58'22"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 253.25', along an Arc to the Right, having a Radius of 319.00', and a Long Chord of 253.25', which Bears S.88d21'36"W., to a Point;
COURSE 32: Thence Bearing S.65d35'41"W., a Distance of 88.44', to a Point being the S.E. corner of Lot 872 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.87d46'04"W., a Distance of 118.91', along the S. line of said Lot 872 to a Point;
COURSE 34: Thence Bearing N.02d15'56"E., a Distance of 120.00', along the E. line of Florida Ave. to a Point Referenced by an Iron Pipe Found 0.01'E. thereof;
COURSE 35: Thence Bearing S.87d46'04"E., a Distance of 119.24', along the N. line of Lot 870 of said Castle Rock to a Point;
COURSE 36: Thence Bearing N.02d08'51"E., a Distance of 823.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 10.2415-Acres.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street 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, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk 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 _____, 2016, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: November 9, 2015
City Council Meeting: March 7, 2016

STAFF PLANNING REPORT
Final Plat

CASE 039-15 Final Plat review for "Water's Edge Unite No. 4"

NAME OF SUBDIVISION Water's Edge Unit No. 4

LOCATION: Northeast corner of Florida Avenue and Water's Edge Boulevard

APPLICANT: Molandco, Inc.

PRESENT ZONING: R-3 PD, Multi-Family Residential – Planned Development

PRESENT LAND USE: Undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	CO and R-3-PD	R-3-PD	R-1
Land Use	Residential	Residential	Undeveloped	Residential

SUBDIVISION:

Number of lots
27

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Water's Edge Boulevard	Secondary	N/A – Private
Florida Ave	Arterial	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES Utilities are nearby and will be extended to the property.

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 Water's Edge Unit No. 4. This addition will be a 27 lot residential subdivision in the existing Water's Edge development. This is a gated community with private streets, although there will be a way to enter the property from Florida Avenue. Because it has a "PD" (Planned Development) designation, the City of Joplin will require a Site Plan Review before any buildings are constructed on the property.

This plat was taken to Planning and Zoning in November of 2015 and approved conditionally pending further review by the city surveyor. The city surveyor requested formatting changes and has been working with the engineer for Water's Edge to make corrections. This Final Plat is now ready for council approval.

Staff recommends approval of Case 039-15.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: _____
Date Filed: _____
Date of Meeting: 11-9-15
Fee: 235.00

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Water's Edge Unit No. 4

II. Name of Owner: Molandco, Inc.

III. Name of Subdivider: Molandco, Inc.

IV. Name of Person who prepared the Plat: Zachary Winters

V. Date of Hearing: 11-9-15

VI. Location of Property by Streets: Water's Edge Blvd. East of Florida

VII. Present Zoning of Property R-3 PD

VIII. Present Uses of Property Unimproved

IX. No. of Acres in Total Tract 10.2415 No. of Lots 27

Instructions:

The following checklist is to be completed by the Municipal Planner 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 may accompany this checklist.

X. 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?	☐	☒

Will be submitting with corrections prior to City Council (12-7-15)

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☒

B. If so, has a copy been submitted? ☐ ☒

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

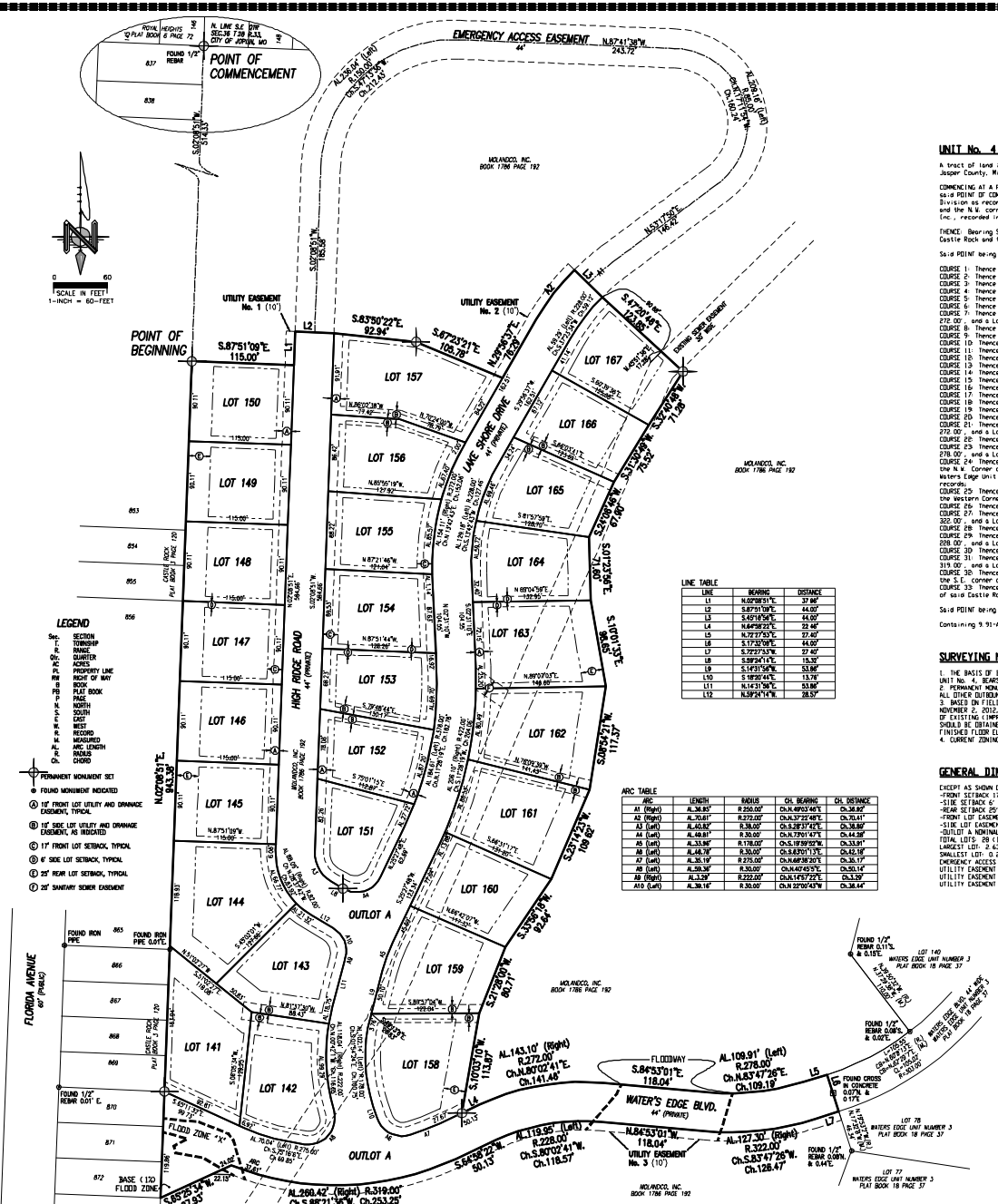
ORIGINAL SURVEY OF A TRACT OF LAND KNOWN HEREAFTER AS

WATER'S EDGE UNIT No. 4

TOGETHER DEDICATED WITH ADJACENT EASEMENTS

BEING A PART OF THE LANDS DESCRIBED IN BOOK 1786 PAGE 192

ALL IN THE S.E. QTR. SEC.36 T.28N. R.33W. IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



LINE TABLE

LINE	BEARING	DISTANCE
L1	N.02°08'51"E.	37.98'
L2	S.87°51'09"E.	44.00'
L3	S.45°10'56"E.	44.00'
L4	N.64°58'22"E.	22.48'
L5	N.72°27'53"E.	27.40'
L6	S.17°32'08"E.	44.00'
L7	S.72°27'53"W.	27.40'
L8	S.89°34'11"E.	15.50'
L9	S.14°31'56"W.	53.86'
L10	S.18°20'44"E.	13.76'
L11	N.14°31'56"E.	53.86'
L12	N.59°24'14"W.	28.57'

ARC TABLE

ARC	LENGTH	RADIUS	CH. BEARING	CH. DISTANCE
A1 (Right)	AL.36.85'	R.250.00'	Ch.N.49°03'46"E.	Ch.36.82'
A2 (Right)	AL.70.61'	R.272.00'	Ch.N.37°22'48"E.	Ch.70.41'
A3 (Left)	AL.43.82'	R.28.00'	Ch.S.28°37'42"E.	Ch.39.80'
A4 (Left)	AL.48.81'	R.30.00'	Ch.N.77°01'47"E.	Ch.44.28'
A5 (Left)	AL.33.96'	R.178.00'	Ch.S.19°09'02"W.	Ch.33.91'
A6 (Left)	AL.48.78'	R.30.00'	Ch.S.87°01'13"E.	Ch.42.19'
A7 (Left)	AL.35.19'	R.275.00'	Ch.N.68°38'20"E.	Ch.35.17'
A8 (Left)	AL.50.36'	R.30.00'	Ch.N.40°45'5"E.	Ch.50.14'
A9 (Right)	AL.3.39'	R.222.00'	Ch.N.1°45'7"2"E.	Ch.3.39'
A10 (Left)	AL.39.16'	R.30.00'	Ch.N.22°00'43"W	Ch.38.44'

UNIT No. 4 OUTBOUNDARY:

A tract of land in the S.E. Qtr. Sec 36 T.28N. R.33W. in the City of Joplin, Jasper County, Missouri, described as follows:

COMMENCING AT A POINT, at a 1/2" rebar found on the N. line of said S.E. Qtr., said POINT OF COMMENCEMENT being the N.E. corner of Lot 837 of Castle Rock Sub Division as recorded in P.B.3 P.120 of the Jasper County Missouri Land Records, and the N.W. corner of lands standing now and formerly in the name of Molandco, Inc., recorded in B.1786 P.192 of said land records.

THENCE, Bearing S.02°08'51"E., a Distance of 514.33', along the E. line of said Castle Rock and the W. line of said lands of Molandco, Inc., to a POINT;

Said POINT being the POINT OF BEGINNING;

COURSE 1: Thence Bearing S.87°51'09"E., a Distance of 115.00', to a Point;
COURSE 2: Thence Bearing N.02°08'51"E., a Distance of 37.98', to a Point;
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COURSE 5: Thence Bearing S.67°23'21"E., a Distance of 105.78', to a Point;
COURSE 6: Thence Bearing N.29°56'37"E., a Distance of 76.29', to a Point;
COURSE 7: Thence Curving 70.61', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 70.41', which Bears N.37°22'48"E., to a Point;
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COURSE 9: Thence Bearing S.47°20'46"E., a Distance of 123.85', to a Point;
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COURSE 14: Thence Bearing S.10°01'33"E., a Distance of 98.65', to a Point;
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COURSE 18: Thence Bearing S.21°28'08"W., a Distance of 80.71', to a Point;
COURSE 19: Thence Bearing S.10°03'10"W., a Distance of 113.87', to a Point;
COURSE 20: Thence Bearing N.64°58'22"E., a Distance of 22.48', to a Point;
COURSE 21: Thence Curving 143.10', along an Arc to the Right, having a Radius of 272.00', and a Long Chord of 141.46', which Bears N.80°02'41"E., to a Point;
COURSE 22: Thence Bearing S.84°53'01"E., a Distance of 118.04', to a Point;
COURSE 23: Thence Curving 109.91', along an Arc to the Left, having a Radius of 278.00', and a Long Chord of 109.19', which Bears N.83°47'26"E., to a Point;
COURSE 24: Thence Bearing N.72°27'53"E., a Distance of 27.40', to a Point being the N.W. Corner of the W. end of Waters Edge Blvd., as shown on the Plat of Waters Edge Unit Number 3 Recorded in Plat Book 18, Page 37 of the aforesaid land records;
COURSE 25: Thence Bearing S.17°32'08"E., a Distance of 44.00', to a Point being the Western Corner of Lot 78 of the aforesaid Unit No. 3;
COURSE 26: Thence Bearing S.72°27'53"W., a Distance of 27.40', to a Point;
COURSE 27: Thence Curving 127.30', along an Arc to the Right, having a Radius of 322.00', and a Long Chord of 126.47', which Bears S.83°47'26"W., to a Point;
COURSE 28: Thence Bearing N.84°53'01"W., a Distance of 118.04', to a Point;
COURSE 29: Thence Curving 119.95', along an Arc to the Left, having a Radius of 228.00', and a Long Chord of 118.57', which Bears S.80°02'41"W., to a Point;
COURSE 30: Thence Bearing S.64°58'22"W., a Distance of 50.13', to a Point;
COURSE 31: Thence Curving 260.42', along an Arc to the Right, having a Radius of 319.00', and a Long Chord of 253.25', which Bears S.88°21'36"W., to a Point;
COURSE 32: Thence Bearing S.65°25'34"W., a Distance of 67.93', to a Point being the S.E. corner of Lot 872 of the aforesaid Castle Rock;
COURSE 33: Thence Bearing N.02°08'51"E., a Distance of 943.38', along the E. line of said Castle Rock to a POINT;

Said POINT being the POINT OF BEGINNING.

Containing 9.91 Acres.

SURVEYING NOTES:

1. THE BASIS OF BEARINGS IS THE E. LINE OF CASTLE ROCK, WHERE ADJACENT TO WATER'S EDGE UNIT NO. 4, BEARS 02°08'51" E. OF N. AND S. OF W., AS SHOWN HEREON.
2. PERMANENT MONUMENTS TO BE SET WHERE INDICATED. SEMI-PERMANENT MONUMENTS TO BE SET AT ALL OTHER OUTBOUNDARY AND LOT CORNERS.
3. BASED ON FIELD SURVEYING, AND ELEVATIONS INDICATED ON FIRM PANEL 29097C0076E, REVISED NOVEMBER 2, 2012, NO PART OF THE PLAT LIES WITHIN A FLOOD HAZARD ZONE EXCEPT TWO PORTIONS OF EXISTING (IMPROVED), WATER'S EDGE BLVD., AS INDICATED HEREON. ELEVATIONS CERTIFICATES SHOULD BE OBTAINED ON LOTS 158 - 161 IN WATER'S EDGE UNIT No. 4, BASED ON ANTICIPATED FINISHED FLOOR ELEVATIONS, PRIOR TO CONSTRUCTION.
4. CURRENT ZONING IS R3-PD.

GENERAL DIMENSIONS:

EXCEPT AS SHOWN OTHERWISE:
-FRONT SETBACK 17' (CALCULATED 25' FROM BACK OF FUTURE DRIVE CURB)
-SIDE SETBACK 6'
-REAR SETBACK 25'
-FRONT LOT EASEMENT 10'
-SIDE LOT EASEMENTS EXIST ONLY WHERE SHOWN, WIDTH 10' ON SIDE OF ADJACENT LOTS FOR 20' CONTINUOUS WIDTH
-OUTLOT A NOMINAL 44' WIDTH (VARIES AT INTERSECTIONS)
TOTAL LOTS: 28 (INCLUDING OUTLOT A)
LARGEST LOT: 2.6303-AC. (OUTLOT A)
SMALLEST LOT: 0.2259-AC. (LOT 151)
EMERGENCY ACCESS EASEMENT: 44' WIDE, 1.0685-AC.
UTILITY EASEMENT No. 1: 10' WIDE, 0.0087-AC.
UTILITY EASEMENT No. 2: 10' WIDE, 0.0342-AC.
UTILITY EASEMENT No. 3: 10' WIDE, VARYING AT W. END AS SHOWN, 0.1645-AC.

OWNER'S DEDICATION AND CERTIFICATION:

MOLANDCO, INC., A MISSOURI CORPORATION, IS OWNER OF WATER'S EDGE UNIT No. 4, THE EMERGENCY ACCESS ROUTE, AND THE ADJACENT UTILITY EASEMENTS 1, 2, AND 3, AND HAS CAUSED THIS PLAT TO BE PREPARED.

PRIVATE STREETS: GRANT OF OUTLOT A IS MADE FOR PRIVATE STREETS, AND IS RESERVED TO THE OWNER, HIS INVITEES, GUESTS, AND TENANTS, AND HEREBY ATTACHES TO THE LOTS. GRANT OF STREET ACCESS IS EXTENDED TO THE POST OFFICE, THE CITY OF JOPLIN FOR EMERGENCY ACCESS, AND TO UTILITIES, INCLUDING THE CITY OF JOPLIN FOR SANITARY SEWERS, AND THE CITY OF JOPLIN FOR DRAINAGE SERVICE, PROVIDED NORMAL SURFACE RESTORATION IS RECEIVED BY OWNER, FOR DAMAGE RESULTING FROM UTILITY AND DRAINAGE RELATED WORK. THE OWNER MAKES NO GRANT OF ACCESS TO THE GENERAL PUBLIC.

EASEMENTS: EASEMENTS SHOWN HEREON ARE DEDICATED FOR UTILITY AND DRAINAGE SERVICE TO WATER'S EDGE UNIT No. 4, EXCEPT THAT THE EMERGENCY ACCESS ROUTE IS GRANTED AS AN EMERGENCY ACCESS EASEMENT TO THE CITY OF JOPLIN.

CERTIFICATION: THE OWNER DOES HEREBY CERTIFY THAT ALL TAXES LEVIED AGAINST THE PROPERTY FOR THE YEAR 2015 AND ALL PREVIOUS YEARS ARE PAID.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND MY SEAL THIS ___ DAY OF _____, 20 ___ .

_____
PRESIDENT

_____
SECRETARY

STATE OF MISSOURI

COUNTY OF JASPER (SS)

BE IT REMEMBERED THAT ON THIS ___ DAY OF _____, 20 ___ , BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME PERSONALLY KNOWN TO BE THE PRESIDENT OF MOLANDCO, INC. WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF THE PLANNING AND ZONING COMMISSION

THIS PLAT OF WATER'S EDGE UNIT No. 4 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ DAY OF _____, 20 ___ .

_____
CHAIRMAN

CITY COUNCIL

THIS PLAT OF WATER'S EDGE UNIT No. 4, 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 ON THE ___ DAY OF _____, 20 ___ .

ATTEST _____
MAYOR

_____ _____
CITY CLERK CITY ENGINEER

ENTERED ON TRANSFER RECORD THIS ___ DAY OF _____, 20 ___ .

_____
DEPUTY RECORDER

STATE OF MISSOURI

COUNTY OF JASPER (SS)

I, _____, RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS, ON THE ___ DAY OF _____, 20 ___ AT _____O'CLOCK AND ___ MINUTES _.M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK _____, AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS ___ DAY OF _____, 20 ___ .

_____
RECORDER OF DEEDS

SURVEYORS' DECLARATION

THIS SURVEY WAS PREPARED FOR MOLANDCO, INC., OF 2300 E. 7TH ST., JOPLIN, MO 64801 (417) 206-2400, BY CIVEN, INC., OF 212 1/2 W. 5TH ST. STE. 209, JOPLIN, MO 64801 (888) 888-4836, CERTIFICATE OF AUTHORITY 2007015029, ZACHARY WINTERS, PLS. 2006016646, ACTING AS AGENT, WITH FIELD DATA COLLECTION AND MONUMENTATION PERFORMED BY CHRIS E. STEWART, PLS, 1960, AS SOLE-PROPRIETOR FOR CHRIS STEWART SURVEYING. THE SURVEYORS HAVE SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ACCURACY STANDARD TYPE URBAN.

SURVEY BY: CIVEN, INC.
212 ½ W. 5TH ST. STE. 209 - JOPLIN, MO 64801
TEL 877.982.4836
CERTIFICATE OF AUTHORITY 2007015029

FOR: CIVEN, INC.
BY: ZACHARY WINTERS, PLS
AGENT, SURVEYING
LICENSE No. PLS-2006016646

PRELIMINARY
-NOT FOR CONSTRUCTION-
THIS DRAWING IS NOT A COMPLETE DESIGN OR SURVEY

FIELD DATA COLLECTION AND MONUMENTATION BY: CHRIS STEWART SURVEYING
1217 E. 24TH ST. - JOPLIN, MO 64804
TEL 417.782.1365

BY: CHRIS STEWART SURVEYING
DISCIPLINE: LAND SURVEYING
LICENSE No. PLS-1960

PRELIMINARY
-NOT FOR CONSTRUCTION-
THIS DRAWING IS NOT A COMPLETE DESIGN OR SURVEY

CLIENT: MOLANDCO, INC.
2300 E. 7TH ST.
JOPLIN, MO 64801
(417) 206-2400

PROJECT: WATER'S EDGE UNIT No. 4
CITY OF JOPLIN, JASPER COUNTY, MO

DRAWN BY	DATE PREPARED
ZW	02/04/2016
CHECKED BY	PROJECT No.
ZW	2048-001

Case 039-15: Northeast corner of Florida Avenue and Water's Edge Boulevard – A request for the review of a Final Plat for Water's Edge Unit No. 4, a 27 lot residential subdivision, for future residential development – Molandco Inc.

Mr. Eastman opened the public comment period for Case 039-15.

Mr. Allyn Burt requested the review of the final plat for Water's Edge Unit No. 4, which contains 27 lots.

Mr. Eastman asked about the water in this area, and Mr. Burt stated the culverts that were installed around 1997 have failed. The eight-foot culverts had rusted, with the pressure of the flood pushing large rocks and boulders right through the metal. He is in the process of concreting that area.

Mr. Eastman asked if the plat will contain single-family homes, and Mr. Burt replied yes.

Mr. Duncan asked Mr. Burt if he has any deed restrictions on his current lots in Water's Edge, and he replied yes. He will have deed restrictions on the lots in this subdivision as well, with the plat being a gated community.

Mr. Duncan thought the application stated no deed restrictions. Ms. Cunningham stated the engineer who prepared the plat caught some small errors that he has since corrected, with the commissioners having the updated version of the plat. The City surveyor will review the plat prior to the December 7th City Council meeting. The approval of the plat would be conditional upon Chad Weller, the City surveyor, making sure everything checks out and is in compliance.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 039-15.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 039-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016
Council Bill No. 2016-106
Item: Resurfacing of Streets in Various Locations 2016

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments:
1) Bid Tabulation
2) Council Bill No. 2016-106

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of an Award of Contract to Blevins Asphalt Construction Company Inc. in the amount of $1,361,163.50 and for the Resurfacing of Various Locations 2016 project.

Background: City staff has developed a comprehensive pavement plan for resurfacing our busiest roadways (arterials and collectors). These are the roadways for which most vehicle miles are driven in the city and have the biggest impact on customer satisfaction. The plan establishes a cycle of resurfacing utilizing the concept of "keeping good roads good". This is a more cost effective approach.

Discussion: City staff prepared bid documents for the project in accordance with the City of Joplin's procurement and purchasing policies. The project was advertised in the Joplin Globe newspaper and City website. Three firms picked up plans and 3 firms submitted bids (see attached Bid Tabulation) that were opened on February 11, 2016.

The 2016 low bid for asphalt was approximately 20% less than last year primarily due to a more timely bidding process submitted for the resurfacing project despite bidding a more expensive super pave asphalt pavement design. Additionally 52 manholes that are rated as rough will be made smooth. Blevins Asphalt Construction Company Inc. was the low bidder for the 2016 project

Recommendation: City staff recommends Award of Contract to Blevins Asphalt Company Inc. in the amount of $1,361,163.50 for the Resurfacing of Various Locations 2016 project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter. Blevins Construction has done work for the City of Joplin in the past. This bid is within the engineer's estimate. The funds will come from the 2015 - 2016 budget.

BID TABULATION

PROJECT: Resurfacing of Various Street 2016
DATE OF BID OPENING: February 11, 2016

CONTRACTOR	BID
Blevins Asphalt	1,361,163.50
APAC	1,578,274.55
Emery Sapp & Sons	1,486,974.18
Engineer Estimate	1,813,916.95

COUNCIL BILL NO. 2016-106 ORDINANCE NO.

AN ORDINANCE approving a contract with Blevins Asphalt Construction Company Inc. in the amount of One Million Three Hundred Sixty One Thousand One Hundred Sixty Three and 50/100 Dollars ($1,361,163.50) for Resurfacing in Various Locations 2016 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Blevins Asphalt Construction Company Inc. in the amount of One Million Three Hundred Sixty One Thousand One Hundred Sixty Three and 50/100 Dollars ($1,361,163.50) for Resurfacing in Various Locations 2016 project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from Account Number 140-4520-530-8650 in the Transportation Sales Tax Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. City Council recognizes that all Public Improvement projects are subject to needed alterations. This authorizes the Director of Public Works to make these needed alterations within the limits of the program funding.

Section 5. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Siebert, Mayor

_____

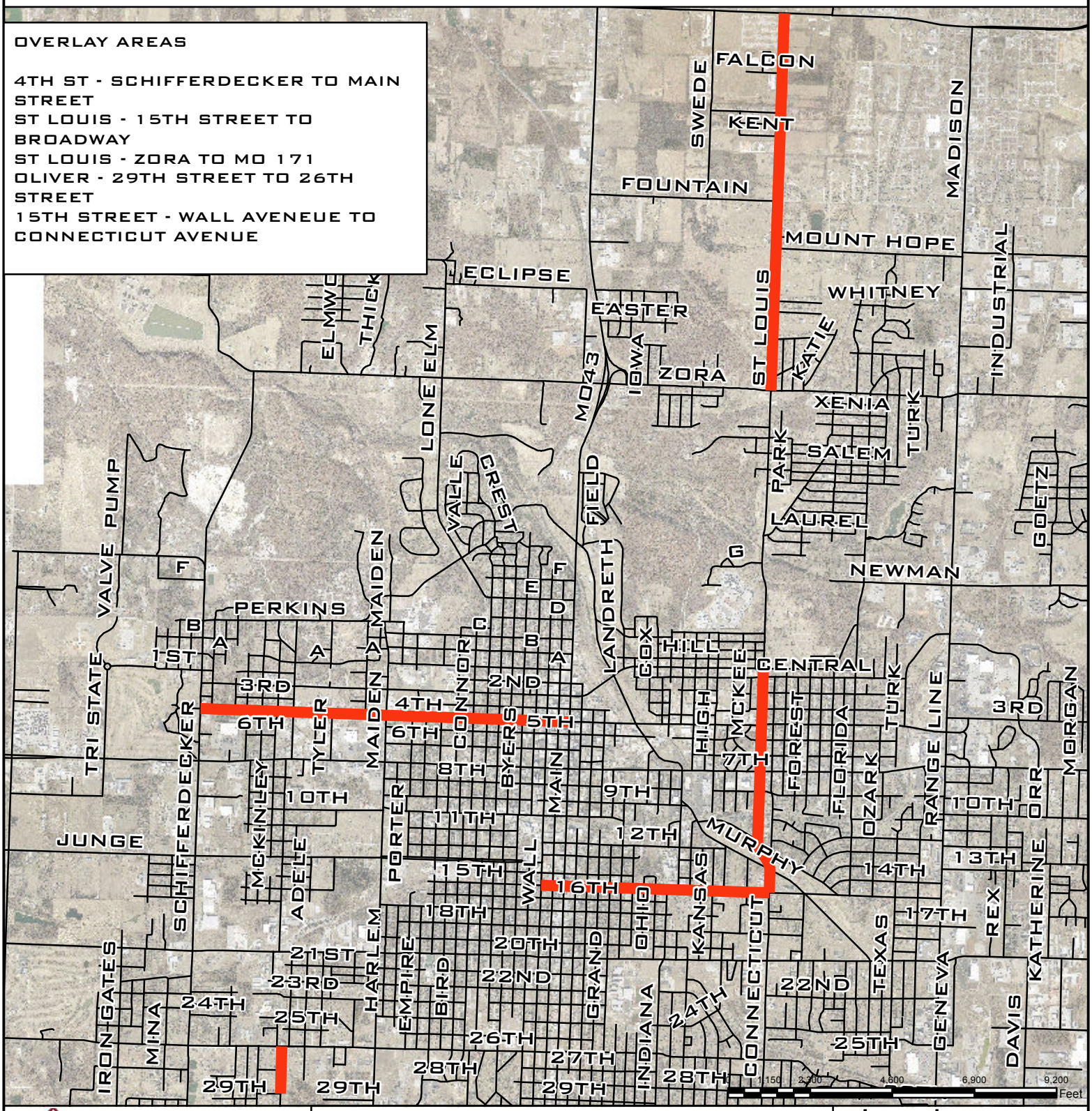
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

2016 Overlay Plan



City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738

DISCLAIMER:

This drawing is neither a legally recorded map for 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.

Legend

2016 overlay streets

joplin_streets

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-107
Originating Department: PUBLIC WORKS DEPARTMENT

Attachments:
1) Agreement between the City of Joplin and Allied Services, LLC, d/b/a Republic Services of Galena
2) Request for Proposals – Exhibit A with Addenda's #1, #2, & #3
3) Proposal of Allied Services, LLC, d/b/a Republic Services of Galena – Exhibit B
4) Exhibit C – Term Sheet
5) Council Bill 2016-107

Department Head:	Nicholas A. Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Requested Action: Approval of Council Bill 2016-107 between the City of Joplin and Allied Services, LLC d/b/a Republic Services of Galena

Background: On April 1, 2004, the City started the residential trash franchise and signed an agreement with American Disposal, now known as Allied Services, LLC d/b/a Republic Services of Galena. There were many extensions and amendments to the agreement such as price increases and the addition of roll-out carts. The current Republic Services agreement (Ordinance No. 2010-180) will expire on March 31, 2016. Furthermore, on October 1, 2014, the City entered into an agreement with Jordan Disposal for solid waste disposal service for City owned buildings and facilities with that agreement extension (Ordinance No. 2014-168) to expire on March 31, 2016.

Discussion: On December 15, 2015, Proposals were accepted from three solid waste management companies. Scoring and the checking of references were handled by a combination of City Staff and one member of the Solid Waste Advisory Commission. Proposals were analyzed and scored by this selection committee with Waste Corporation of Missouri, Inc. receiving the highest score. Scoring criteria included experience and expertise; understanding of the requirements; planning, implementation, and performing the scope of work; and cost for residential trash, curbside recycling and providing solid waste collection services for all city facilities. At the February 1, 2016 City Council meeting, City Council rejected the recommendation of staff and made the finding that Allied Services, LLC d/b/a Republic Services of Galena submitted the lowest and best bid. Council directed staff to enter into negotiations with

Allied Services, LLC d/b/a Republic Services of Galena (hereinafter referred to as "REPUBLIC").

This Council Bill approves the contract for solid waste collection and disposal services, single-stream curbside recycling collection and processing services from residential single-family and duplex living units.

The solid waste services for City facilities is not be a part of this agreement as the estimated cost for these services are substantially more than currently budgeted. An extension of the current contract with Jordan Disposal shall be developed and presented to City Council in the near future.

Years one and two will have no price increase; in years three, four, and five, REPUBLIC may request a maximum of a 2% increase; if an optional extension is enacted, years six and seven REPUBLIC may request a maximum of a 2% increase.

For years one and two of the contract/agreement, starting April 1, 2016, the monthly price for unlimited volume of trash, bulky items, and yard waste service (which will include one 96 gallon roll-out cart) per living unit will be $11.18 PLUS the associated billing and administrative cost incurred by the City. The monthly price for unlimited volume of trash, bulky items, yard waste service, and unlimited volume of optional (subscription) curbside recycling service (which will include one additional 96 gallon roll-out cart) per living unit will be $15.93 PLUS the associated billing and administrative cost incurred by the City.

All REPUBLIC carts and containers will be delivered by REPUBLIC or their subcontractors and shall remain the property of REPUBLIC throughout the contract. REPUBLIC will be responsible to keep carts and containers in proper working condition.

The City of Joplin shall be responsible for the billing and collection (Ordinance No. 2012-188) of solid waste collection and disposal service charges through the monthly residential utility bill. The current billing and administrative fee is $0.55 will be included on the utility bill and will be retained by the City to offset the cost to the City for administrating the residential trash service. A separate billing and collection agreement shall be developed and presented to City Council in the near future.

Staff would recommend that the current billing and administrative fee remain unchanged at this time. If adopted the new residential fee structure would be as follows:

	Current Fee	Proposed Fee
Residential Trash Collection Service	$12.85/mth	$11.73/mth
Residential Trash PLUS Curbside Recycling Service	N/A	$16.48/mth

With this new cost structure, the residents will see a reduction of $1.12 per month in their solid waste collection and disposal services.

The billing and administrative fees shall be evaluated bi-annually as part of the normal fee assessment process. The City will wire transfer all collected funds for residential service to REPUBLIC once per month.

Requested Action: Staff presents Council Bill 2016-107 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that it is necessary to ensure there is no interruption of the collection of solid waste within the community to preserve the public health therein.

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
Allied Services, LLC d/b/a Republic Services of Galena
1715 E. Front Street
Galena, KS 66739
417-499-3739
Attn: Jennifer Fagan

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of March, 2016, 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 Allied Services, LLC d/b/a Republic Services of Galena, 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 **Solid Waste Collection Services RFP: #101-2016** which Request For Proposal, as amended by three addenda, is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated November 23, 2015 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has been selected to perform the Scope of Work listed in the Exhibit A;

WHEREAS, the parties have agreed to the terms contained in Exhibit C that clarify and/or amend the language within Exhibit A and/or Exhibit B;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company as the exclusive provider of residential solid waste collection and recycling services within the corporate limits of the City and the Company agrees to perform such services, in strict accordance with contract documents.

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 Exhibit B except as modified herein.

   A. The term of the Agreement shall be for the period of five (5) years, with an option of two additional one-year extensions as specified in the contract documents.

   B. The Company will provide new containers for those residents who request recycling services.

   C. The Company shall deliver, exchange or replace containers within two (2) business days.

   D. The Company shall provide monthly counts of the number of residential units being serviced for

only solid waste collection. For recycling service, the Company shall provide the number of residential units based on an actual count.

E. The Company shall resolve any complaints within twenty-four (24) hours of being received by the Company or as further defined in the Exhibit A.

F. The Company shall be responsible for providing both hard copies (enough for dissemination to the public in a manner that the City deems to be appropriate) and an electronic version of the approved route map and schedule to the City.

G. **Force Majeure.** If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster or war and is not the fault of the party in performing under this Agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds three months, then the party entitled to such performance shall have the option to terminate this Agreement.

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.

   A. Without limiting or modifying the pricing information contained in the contract documents, as identified in Section 11 of this Agreement, the schedule of prices residential collection services are set forth in Exhibit B attached hereto.

   B. The prices for residential solid waste collection services to be paid to the Company, as set forth in the Company's proposal, shall remain unchanged for the first two (2) years of the term of this Agreement. Thereafter, such prices shall be automatically adjusted once each year on the anniversary date (April 1st) of this Agreement, and continuing through any and all renewal terms; such annual increase in prices may not exceed two percent (2%) per annum.

   C. The prices paid to the Company for year one of this agreement shall be:*
      1. Residential Solid Waste Collection Services: $11.18 per month/per residential unit
      2. Residential Solid Waste PLUS Curbside Recycling Services: $15.93 per month/per residential unit

      *Payment shall be in accordance with Para 11.a of Exhibit A.

   D. The City has rejected the City Facilities portion of the bid and it is not a part of the Agreement.

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.

   A. The Company will commence acquiring containers immediately upon authorization by City

purchase order or other written notice. The Company will commence recycling service by no later than 90 days after the date of such authorization.

B. The Company will work with the City to increase participation in the recycling program. The Company shall, at a minimum, develop and implement a marketing and educational program as described in Exhibit C, attached hereto.

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.

   A. If the City determines that the Company fails to cooperate with the City to ensure compliance with and the performance of the scope of work defined in the contract documents, or to foster a good working relationship with the City, the City will notify Contractor and attempt to work through the problem with the Company. If the problem is not handled to the City's satisfaction, the City, in its sole judgment, may require the Company replace any member of the Company's team or any sub-contractor, supplier or individual retained by the Company to perform any part of the services called for under this contract.

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, and the Company has not corrected or remedied the failure or violation within ten (10) days of written notice thereof from the City, 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 five (5) days before the effective day of such termination. The City acknowledges that the Company will make a significant capital investment in the containers, equipment and other resources required to perform its services under this contract and, therefore, the City's right to terminate this contract shall be limited to the Company's failure to correct and remedy any failure or violation for which it is furnished notice in accordance with this Section 7. In the event of such termination, 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. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such 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 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 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) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal (Exhibit A), and any amendments or addenda thereto and, (3) the proposal (Exhibit B), as accepted, submitted in response to the Request for Proposal, (4) Exhibit C, Term Sheet, attached hereto and (5) all other Exhibits attached hereto. 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 suspend without notice at the end of the fiscal period for which funds are appropriated. In such event, the term of the contract shall be abated and resumed as of the next fiscal period for which funds have been appropriated for the provision of solid waste collection services to residential units and City facilities within the City.

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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City 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, which approval shall not be unreasonably withheld. The Company has provided the City with the insurance coverage information required by this Section 20, including carrier information, policy amounts and deductibles, and the City hereby approves such insurance coverage, subject to the Company's compliance with the terms and provisions set forth in this Section 20. 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, shall be filed with the City at the time that this contract is signed by the Company.

    All policies except for the workers' compensation policy shall show 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, 2016, 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 Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,577.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand

One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 show the 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 Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,577.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 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 without thirty (30) days written notice to the City. In addition, the commercial general liability and automobile liability policies shall not be materially changed or non-renewed without thirty (30) days written notice to the City. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801.

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.

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 One Million Five Hundred Thousand Dollars ($1,500,000.00) 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 the first page of this agreement. 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: _____
Nicholas A. Heatherly
Director of Public Works

COMPANY

_____
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

Exhibit A – Request for Proposal
Exhibit B – Proposal
Exhibit C – City Facility Solid Waste Collection Service

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #~~10~~010~~0~~- 2016

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Monday, December 7, 2015

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: Nicholas A. Heatherly **Email:** nheather@joplinmo.org

Phone: 417-624-0820, ext 500 **Fax:** 417-625-4738

The complete Request For Proposal document can be secured by contacting the owner representative listed above.

A MANDATORY pre-proposal meeting shall be held on November 11, 2015 at 3:00 PM CDST in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.

Proposals will be received by the City of Joplin at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Proponent's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

October 25, 2015 Issue Date

CITY OF JOPLIN, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Firm fixed prices shall be bid and include all labor, equipment, materials, and resources to provide the services desired by the City.

C. Unless otherwise indicated proposals may be held for one hundred twenty (120) days from proposal opening for the purpose of reviewing results and investigating qualifications of the Proponents prior to making an award. The City reserves the right to waive irregularities and accept or reject any or all proposals submitted.

2. **MANDATORY PRE-PROPOSAL CONFERENCE**

A. A **mandatory** pre-proposal conference is scheduled for **3:00 PM, CDST, November 11, 2015 in the 5th floor City Council Study of Joplin City Hall located at 602 S. Main, Joplin, Missouri**. All Proponents interested in submitting a proposal **MUST** attend the pre-proposal conference. Proposals received from Proponents who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

3. **SUBMISSION OF PROPOSALS**

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the City of Joplin Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit (Bid Bond); and (6) be delivered to the City of Joplin and officially logged in no later than the exact time and date specified on the Request For Proposal. Proposals submitted after the time specified will not be opened and returned to the Respondent.

B. Proposals shall be delivered or mailed to:

City of Joplin
602 S. Main
Joplin, MO 64801

Attn: Director of Public Works

C. The sealed envelope or container containing all required copies of the proposal should be clearly marked on the outside of the envelope with the following information:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

D. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

5. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, email, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

6. **AWARDS**

A. As the best interest of the City may require, the right is reserved to make the award; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B. Award will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

7. **OPEN COMPETITION**

A. It is the intent and purpose of the City of Joplin that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the City of Joplin if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received in writing by the City of Joplin at least ten (10) days prior to the Request for Proposal closing date and time. The Proposer may submit a written notification after the proposal closing provided sufficient time is permitted for a thorough review by the City of Joplin and its decision will be final.

B. The successful Proponent is permitted to compete with other solid waste collection vendors to provide services for any non-residential unit.

8. **BID PROTESTS**

A. Any actual or prospective bidder, offerer, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance of the City of Joplin. The protestee shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) calendar days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS

A. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE:**
As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand ($10,000.00) Dollars. Said security is subject to forfeiture to the City in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

B. **INSURANCE :** The successful Proponent shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, 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).

B.1 The successful Proponent (and any sub-contractor(s) thereto) shall provide a new certificate, by no later than January 30 of each succeeding year to reflect the requirements of the Missouri Register pursuant to Section 537.610, RSMo.

C. **EFFECTIVE DATE AND TERM:** The contract resulting from this RFP shall be effective upon the execution of the Contract, and performances of such Contract shall begin April 1, 2016. The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide cost proposals for a five (5) year contract with the option of extending the contract for an additional two one-year extensions that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

D. **DISPOSAL SITES:** Disposal sites to be used by the successful Proponent must operate in accordance with 10 CSR 80.3 if located within the State of Missouri, as amended, and the Regulations Governing Solid Waste Disposal Areas, as prepared by the State of Missouri Department of Natural Resources; or if the successful Proponent uses disposal sites outside the State of Missouri, said disposal site(s) shall be operated in accordance with all State and local rules and regulations. The selected Proponent shall provide a copy of the disposal site license and insurance certificates of each disposal site prior to execution of any agreement resulting from this RFP. If, for any reason, the successful Proponent decides to change the disposal sites during the term of the agreement, the City shall be given notice at least thirty (30) working days of such change and a copy of the disposal site license and insurance certificates of each new disposal site shall be provided to the City prior to any change in disposal sites being authorized. The City shall be given the right to inspect and audit the landfill, recycling and/or processing facilities, and any such facility as the successful Proponent shall control.

E. **RESPONSIBILITY FOR PERMITS:** The successful Proponent agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits and licenses will be provided to the City prior to execution of any agreement resulting from this RFP. The successful Proponent further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, and save the City from any violations therefrom.

F. **COMPLIANCE WITH APPLICABLE LAWS:** The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

G. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract resulting from this RFP shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

H. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

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.*

I. **PERFORMANCE BONDS:** The successful Proponent will be required to 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 One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract.

I.1 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.

J. **ASSIGNMENT:** The Contractor 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 Contractor 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.

DEFINITIONS

For the purpose of this Request for Proposal (RFP), the following words and phrases shall be interpreted as follows:

a) Bulky Trash – shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, furniture, televisions, toilets, pool heaters, water softeners, mattresses, microwave ovens, pianos, dry carpet, construction and demolition debris in small quantity, i.e. no more than one (1) cubic yard, bath tubs, sinks, bicycles, and other similar domestic household goods and furniture and shall not be commingled with Yard or Vegetative waste. There shall be no weight limit for any item of Bulky Trash.

Non-acceptable bulky trash includes, but not limited to, motor oil, appliances, railroad ties, lead acid batteries, contractor's waste, water heaters, business or commercial waste, chemicals, hazardous materials, carpet that has been allowed to get wet, tires, construction and demolition debris that is not in small quantity and is unsuitable for loading into a packer/rear loader trash truck.

b) Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding lengths of forty-eight inches (48") and cannot exceed fifty (50) pounds in weight.

c) City - The City of Joplin.

d) Co-mingled Recyclable Materials – A mixture of Recyclable Materials that have been set apart from refuse so that they can be recycled.

e) Construction Debris - Waste building materials, including but not limited to, asphalt, wood, nails, shingles, siding, plumbing fixtures, counter tops, etc., resulting from construction, remodeling, repair or demolition operations. That amount of such associated with small remodeling projects, including but not limited to such items as sinks, toilets, and small amounts of ceiling tiles, carpet, flooring materials, wood nails, screws, siding, roofing shingles, etc. shall be considered waste materials incidental to occupancy and maintenance of a Residential Unit, and shall be accepted by the successful Proponent as a normal generation of refuse from households.

f) Container/Cart - A receptacle on wheels, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a hinged lid capable of preventing the elements, animals and rodents from accessing the container/cart.

g) Contract - A written document containing the Agreement, Request for Proposals, Instructions to Proponents, successful Proponent's Proposal, General Specifications, Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the successful Proponent.

h) Contractor - The person, partnership or corporation performing Residential Solid Waste and Curbside Recycling Collection and Disposal, and collection and disposal of solid waste and recycled materials from all City facilities, under contract with the City.

i) Curbside Collection - The collection of residential solid waste, including Bulky Items, Garbage, Refuse, Yard and/or Vegetative waste, Recyclables, etc. which have been placed for pickup in an appropriate container, at the side of a public or private road or alley adjacent to the abutting private property. Collection shall include the pickup, removal, transportation, processing, sorting, recycling, and disposal of said items. A valet service for those residents that are disabled/handicapped shall be considered as a curbside collection service.

j) Garbage - All wastes resulting from the handling, preparation, cooking and consumption of food; storage and sale of produce; disposable fruits from residential fruit trees; and normal household waste and trash, except as otherwise excluded.

k) Household Hazardous Waste – Any household waste excluded from regulation as hazardous waste by 40 CFR 261.4(b)(l) but otherwise meets the definition of hazardous waste in paragraph (2)(H)3 of 10 CSR 25-3.260 of the Missouri Code of State Regulations. Household hazardous waste includes but not is limited to pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

l) Landfill - A solid waste disposal area for which a permit is required and has been issued under the authority of the State, as amended, that receives solid waste for ultimate disposal in or upon land.

m) Materials Recycling Facility (MRF) – Also sometimes referred to as a Materials Recovery Facility, shall mean facility(ies) operated or managed for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for re-use or sale.

n) Municipality - A local government jurisdiction

o) Owner (or City) - The City of Joplin

p) Producer - An occupant of a Residential Unit who generates Residential Solid Waste.

q) Recyclable Materials – Materials that have been set aside from refuse so that they can be recycled.

u) Refuse - A mixture of Residential Solid Waste and Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Rubbish and other such items generated by a Residential Unit, unless the Contract otherwise requires.

r) Residential Solid Waste - A mixture of Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Refuse and Rubbish and other such items generated by a Residential Unit. Residential Solid Waste does not include human body waste, liquid waste, or any other material that has been identified by State or Federal regulation to be unsuitable for disposal in an approved solid waste disposal facility.

s) Residential Unit - A dwelling unit located in the City of Joplin occupied by a person or group of persons comprising not more than one (1) family. A Residential Unit shall be deemed occupied when potable water services are being supplied thereto, either by a commercial water supply company or by a private well system. Residential Units shall include single family dwellings and duplexes, but shall not include mobile home or trailer parks, apartment buildings and complexes, townhouses or other multiple family areas, or any commercial, industrial or office facility.

t) Rubbish - Miscellaneous solid waste material resulting from housekeeping, including but not limited to packing boxes, cartons, packing materials, excelsior, paper, magazines, ashes, bottles, glassware, dishes, rubber, rags, wood, leather, small automobile parts (except batteries), floor sweepings, and the like. It may also further include Bulky Items and other material incidental to occupancy and maintenance of a Residential Unit.

u) Scope of Work or The Work - The furnishing of all labor, materials, equipment, vehicles and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by a Contract resulting from this RFP.

v) Yard or Vegetative Waste - Common yard waste such as lawn clippings, leaves, grass, flower stems, tree and shrub trimmings, etc. collected curbside for disposal or processing into humus or compost. Yard Waste does not include branches exceeding four (4) inches in diameter or root balls of trees and shrubs.

v.1) The City currently provides a fall leaf pickup program with city forces. This program provides for the collection of leaves brought to the curb by the property owner/tenant during the fall leaf season only. All other acceptable yard waste generated by the residential units shall be collected and disposed of by the successful Proponent.

w) Unit Price - The monthly cost per Residential Unit to provide the Scope of Work described in this RFP.

1.0 SCOPE OF WORK

1.1 PURPOSE: The City of Joplin desires to enter into an exclusive franchise agreement with a qualified firm to provide solid waste collection and disposal and curbside recycling services to all single family residential dwellings within its current and future corporate limits.

1.2 BACKGROUND: The City has an existing residential solid waste curbside collection agreement that is scheduled to terminate on March 31, 2016. The City desires to offer its citizens a continuation of existing collection and disposal services (or a modification thereto) plus additional services that are not contained within the existing agreement. A summary of existing service is as follows:

Current Services:

All residential waste is collected once/week and is disposed of at licensed disposal facilities. It is a co-mingled waste stream, inclusive of all residential waste (as defined herein).

The City currently provides all billing and collection services related to solid waste collection. Under the current contract, the Company is paid only what is collected from the customers. The Company absorbs any "bad debt" that is unable to be collected. The billing is a part of the monthly sanitary sewer billing program.

The current number of Residential Units serviced in the City is approximately 17,000. The City does not assure the accuracy of the number of Residential Units and the successful Proponent is encouraged to evaluate with their own methodologies.

The City currently subsidizes the disposal of bulky trash and yard waste that is delivered directly to a local transfer station by the residents of the City. The City intends to continue this service by way of a separate contract with one or more transfer stations.

The City provides a fall leaf collection service with city forces. This is typically a 45 to 60 day program that allows the community to consolidate all leaves to the curb where City forces will collect and dispose of the yard waste that is collected.

The City currently provides periodic access to city owned property for residents to bring tree and limb debris from localized wind and ice storms.

All waste from City owned facilities is collected through a separate contract; and all office/mixed paper/cardboard from city facilities is collected by another separate agreement.

The City currently operates a recycling drop-off center for patrons wishing to utilize the facility. The facility will accept:

- Cans, aluminum and tin/steel, all metal and bi-metals
- Plastics, #1 & #2 containers with necks
- Corrugated Cardboard and Paperboard
- Newspapers (with inserts)
- Magazines, Catalogs, Telephone Directories, Books, Junk Mail & Office Paper
- Glass bottles, jugs & jars (lids removed)

- Clean Packing Peanuts, Bubble Wrap
- Cooking Oil (Fats, Oils and Grease (FOG)
- Electronic Waste (computers, televisions, etc)
- All Batteries
- Household Hazardous Chemicals

New and/or Modified Services (General Overview):

At a minimum, the City desires to continue to provide a similar to equal level of service to the residential customers and provide all residential units the option of having curbside recycling. Curbside recycling service shall be made available to all residential units, but it will be at the option of the customer as to whether they will utilize that service. The City also desires to have the successful Proponent extend curbside recycling services to non-residential customers if requested by the non-residential customer.

The City intends to continue providing the subsidy for delivery of bulky trash and yard waste to the local transfer station.

All non-residential users may seek to contract with the successful Proponent for curbside waste collection and curbside recycling services independent of this agreement, but they are not required to do so. Curbside collection for non-residential users may only be done under separate contract between the customer and a third party contractor and shall not be considered as a part of the City's Contract. The successful Proponent is permitted to compete with other vendors to provide solid waste collection services to all non-residential users.

The City will be including the collection of all solid waste from city facilities as a part of any agreement resulting from this RFP, in lieu of a separate and independent contract as is currently in place. In addition, the City desires to have the successful Proponent provide appropriate recycling services for City Facilities. The City will pay the successful Proponent for the services provided in accordance to the schedule of fees and expenses itemized in the Proposal and in accordance with the terms and conditions of payment included in the agreement.

1.3 REQUIREMENTS: The minimum level of service to be provided shall be:

1. Once-per-week collection and disposal of all residential solid waste
   a) Each Proponent shall stipulate as part of their proposal how each residential unit is to prepare their residential solid waste and recyclables for collection; i.e. all mixed into a single container, two containers, three containers, bundles, bio-degradable bags, etc..
   b) Each Proponent shall stipulate as part of their proposal how all bulky item pick-ups must be prepared; i.e. pre-scheduling with individual residential units, provisions for regular scheduled pick-up days,
   c) Each Proponent shall stipulate as part of their proposal how Yard Waste will be prepared, collected, disposed of, or processed.

2. Once-per-week collection and delivery of all recyclables to an approved processing and/or Material Recovery Facility.
   a) Each Proponent shall stipulate as part of their proposal the materials to be collected as part of the curbside recycling service. The proposal shall include a detailed description of the container(s), if any, to be provided; any preparatory effort required by the customer;

b) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the successful Proponent resulting from the sale of the Recyclable Materials.

c) Recyclable Materials collected as part of the curbside collection service shall not be deposited in a landfill or waste incinerator. The City may terminate this Agreement if the Contractor fails to comply with the requirement to properly process all collected Recyclable Materials.

d) The City expects the successful Proponent to collect both the residential solid waste and the recyclables on the same day within any specific route.

e) Curbside Recycling services DO NOT have to begin on April 1, 2016. The successful Proponent will be permitted to have up to a maximum of six (6) months to have this element of the required services in full operation.

f) The City expects the successful Proponent to collect, at a minimum, the following co-mingled recyclables:
   - Metal Cans (ferrous and non-ferrous)
   - Cardboard, fiberboard, etc.
   - Newspapers with inserts
   - Mixed paper (magazines, telephone directories, office paper, etc)
   - #1 & #2 Plastic bottles

3. Provision of all container(s)/cart(s), bio-degradable bags, etc. to each residential unit necessary for the containment of all residential solid waste and recyclables. Proponent shall stipulate in their proposal the type, size, number, etc. of containers, carts, bags, etc. they will provide to the residential units to accomplish the objective of collecting and disposing of all residential solid waste and recyclables. All containers shall be of a uniform color, may be either new or used, and recycling containers shall be easily identifiable with either a different colored lid or be a completely different color than the solid waste container. All costs for all containers/carts shall be included in the monthly fee quoted by the Proponent in the Schedule of Fees and Expenses.

4. Valet service to those residential units in which ALL occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place and remove their waste and/or recycling container(s)/cart(s) from the curbside or adjacent alley. The successful Proponent shall make arrangements with these residential units to accommodate the collection and return of their waste and/or recycling container(s)/cart(s), to include collecting said waste and/or recyclables at the door of the residence, in lieu of requiring them to place their container(s)/cart(s) at curbside or in the adjacent alley. The successful Proponent may require verification of the physical impairment and in no case shall the successful Proponent be required to go inside any residence to complete the collection of the solid waste and/or recyclables. If there is a dispute as to whether a resident qualifies as physically impaired due to age or disability, the successful Proponent may require verification of the physical impairment from a medical professional. As of 7/30/15 there are between 300 and 325 customers that meet the standards for valet service.

5. Collection of all City Facility waste as outlined in Appendix A, and as may be amended during the term of the contract. The successful Proponent shall furnish and service, dumpsters of adequate capacity at the locations identified in Appendix A, and to any facility that may be added to the inventory during the term of the contract. The City shall stipulate the specific day of the week the collections shall be made at each location. This is a separate bid item and is

not a part of the requested proposal price for residential solid waste collection and disposal. The cost of this service shall be paid by the City in accordance with the terms of the contract.

5.a The successful Proponent shall provide containers and collect all recyclables from the City Facility locations listed in Appendix A at the frequency listed. As City programs and operations change, the location and frequency of all collections of recyclables may change accordingly.

6. Roll-off containers on an on-call basis to the City: Quotes provided on the Proposal form will be inclusive of all drop off and pick-up services; disposal fees, if any, shall be billed to the City as a separate invoice provided a copy of the disposal tipping fee receipt is attached, and shall be void of all other fees such as billing fee, environmental fee, fuel recovery fee, etc.. The cost of these additional containers shall be paid by the City in accordance with the terms of the contract.

7. Hours of Operation - Collection of Residential Solid Waste or curbside collection of recyclables shall not begin before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the successful Proponent. Proponents are advised that the City considers this operational requirement to be extremely important and that compliance will be strictly enforced.

8. Collection Routes and Schedules - Collection Routes and Schedules shall be established by the selected Proponent. The successful Proponent shall submit a map designating the collection routes, specifically identifying starting and ending points, and the estimated Collection Schedule to the City for its approval, which approval shall not be unreasonably withheld. The successful Proponent shall be responsible for providing both hard copies (enough for dissemination to the public) and an electronic version of the approved route map and schedule to the City. The City shall keep said Collection Route map and Schedule on hand for dissemination to the public in a manner that the City deems to be appropriate. The successful Proponent may from time to time desire to change routes, schedules or days of collection. Should the successful Proponent seek to change approved routes, schedules or collection days the Proponent shall be responsible for promptly giving written and published notice to the affected Residential Units. Changes in approved routes, schedules or collection days shall be permitted only once within any given 12-month period. Copies of any newly approved route map and schedule shall be provided to the City by the successful Proponent prior to the changes being implemented.

8.a The City has had in place an established route and schedule program for many years. Should the successful Proponent desire to change or alter these routes or schedules, it will be the responsibility of the successful Proponent to provide ample written and published notice to the affected Residential Units/customers to ensure a smooth transition to the new routes and schedules.

8.b The Contractor shall extend service to all new or additional units immediately upon request for service. The Contractor shall provide this extension of service at the current unit price as stipulated in the agreement throughout the term of the agreement.

9. COMPLAINTS – The successful Proponent shall maintain an office in the vicinity of the City of Joplin which shall be open during all business hours, have a telephone number and current company name published in the white and yellow pages of Joplin area telephone directories, have web site specific to the operations in Joplin, and be operated so that complaints and requests for service can be received. Proponent shall maintain a toll-free telephone line staffed by trained personnel between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays as specified in this Agreement, and have a supervisor with authority to handle problems or

complaints as they may arise. During non-business hours, the telephone may be maintained by an answering machine or answering service.

Whenever the City or a resident notifies the successful Proponent of a location that has not received scheduled service, the successful Proponent is required to serve the location no later than the following working day from the time of the complaint. If the successful Proponent is unable to resolve the issue the resident should be informed to call the Public Works Director, or designee thereto. A record of all complaints including, but not limited to, missed collections, damage to refuse containers, shrubbery, and vehicles, and the action taken thereon, shall be kept by the Contractor and reported monthly to the City. The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents. Should the Contractor be unable to resolve any complaints within a reasonable period of time, the Contractor shall notify the appropriate city staff so that the City may take whatever additional steps it deems necessary. The Contractor shall provide each customer at the time of initial service, and once each year thereafter, with effective notice of the procedures for reporting and resolving complaints. The City shall designate the Director of Public Works, or his/her designee, as having primary responsibility for continuing administration of the Contract and implementation of complaint procedures.

All service complaints received by the City shall be directed to the Director of Public Works, or designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media where it shall be recorded on a complaint log by the Contractor. Unless specified elsewhere in the contract documents, the complaint shall be resolved within twenty-four (24) hours after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Contractor designated holidays, it shall be resolved by the Contractor no later than the next regular working day. Any complaint received directly by the Contractor shall be entered into the same complaint log and resolved in a like manner.

When the Director of Public Works, or designee, notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint within twenty-four (24) hours after its receipt. If a complaint cannot be resolved within twenty-four (24) hours, the Director of Public Works, or designee, shall be notified.

The Contractor shall provide the Director of Public Works, or his designee, with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub- contractors. Any damage shall be repaired within seven (7) business days unless otherwise specified in the contract documents.

10. QUALITY OF PERFORMANCE OF CONTRACTOR - It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the City and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 10 of this section. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved within 24 hours, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received by curbside customers exceed any of the following percentage(s):

Complaint Type	Annual %	Monthly %
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%

Yard or Vegetation Waste	2.5%	0.35%

of the residential curbside customers within the City of Joplin served by the Contractor during any consecutive 12-month period, the City may levy a $100.00 penalty per incident administrative charges for those actions related to service as listed within this Agreement including:

a) Failure to collect all Approved Residential Solid Waste and Recyclable Materials, solid waste or yard/vegetative waste on schedule
b) Failure to replace Containers and Recycling Containers to the point of collection.

The City may also levy administrative charges for all other infractions of this Agreement at $100.00 per day per incident without regard to the percentage of customer complaints including:

a. Failure to provide clean, safe, sanitary equipment
b. Failure to maintain office hours as required
c. Failure to comply with designated hours of operation
d. Failure to provide documents and reports in a timely and accurate manner
    1) Monthly tonnage of solid waste delivered to disposal facility
    2) Monthly report on quantities of recyclable materials collected and delivered to MRF, by type
    3) Complaint report, inclusive of resolution documentation
    4) Monthly counts on the number of residential units being serviced for only solid waste collection and the count of those electing to have curbside collection services
e. Damaged container not replaced within two (2) business days
f. Failure to clean spillage, if caused during the collection process or contractor's activities, within twenty-four (24) hours after notice is received by the Contractor. ALL COLLECTION VEHICLES MUST CARRY "SPILL KITS" AND ALL DRIVERS MUST BE TRAINED IN THE PROPER USE THEREOF.
g. Failure to provide effective notice of the procedures for reporting and resolving complaints
h. Failure to repair damage of City or Customer property within seven (7) business days
    1) Damage to City streets, alleys, urban forest and other infrastructure elements may take longer to repair, depending on the time of year, extent and type of damage. The City shall determine an appropriate repair schedule. If City forces make the repairs, all costs associated with each such repair shall be billed to the Contractor.
i. Failure to cover materials on collection vehicle(s)
j. Name and phone number, and if applicable, size not displayed on equipment or Containers
k. Not providing schedule and route maps
l. Speeding upon conviction
m. Failure to report recycling activity monthly (on or before the 10th day of the following month)., in the format determined by the City, for the purpose of tracking and verifying citywide recycling activity
n. Failure to collect Recyclable Materials, solid waste or yard/vegetative waste on schedule for any customer who has been missed more than three (3) times within any continuous twelve (12) month period

o. Failure to respond to calls from all residential solid waste and recycling collection service customers, in a timely and appropriate manner

p. Failure to replace or provide Containers or Recycling Container(s) within two (2) business days.

q. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.

Changing routes without proper notification may result in a $2000.00 fine per incident.

Failure to clean up spillage of any substance required to be cleaned up by Contractor in accordance with specific City standards may result in a $2,500.00 penalty per day, per incident.

Failure to deliver Residential Solid Waste, Yard and Vegetative Waste or Recyclable Materials to an Approved Facility may result in the following penalties:

1) First offense, $1000.00 penalty
2) Second offense, $2500.00 penalty
3) Third offense, loss of franchise

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day may result in a $1,000 penalty for each route per day not completed.

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the City may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The City may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the City in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

11. BILLING AND COLLECTION - The City of Joplin shall retain the responsibility for all billing and collection.

12.a The successful Proponent is hereby notified that the City shall only pay to the Contractor all sums actually collected by the City in accordance with the schedule of rates adopted by the City Council of the City of Joplin. The City shall remit such amounts by electronic funds transfer to the contractor on a monthly basis, by no later than the 10th of the month. The Contractor shall absorb all bad debt. If a customer does not pay a bill, the contractor may take all appropriate legal action against the customer. In no case shall the Contractor cut-off or cease the collection of solid waste to a residential customer for non-payment. The City has been involved in billing and collection of this service since January of 2013. Since that time, the collection percentage of that billed is approximately 95%. The City makes no warrant or commitment that future collection-to-billed percentages will remain consistent or in close range to what is currently being realized.

12. ANNUAL RATE ADJUSTMENT SCHEDULE - The successful Proponent shall be allowed to adjust the rates charged to all residential unit customers no more than the following annual escalation rates: (Each Proponent shall have the option of proposing escalation rates less than these maximums)

    Years 1 and 2 – No changes are allowed
    Years 3, 4 and 5 – 2% per year
    Years 6 and 7 – 2% per year (if option to extend is agreed to)

    The annual adjustment rate for all charges for collection and disposal of solid waste and recycling services for city facilities shall be equal to no more than the maximum escalation rates for the residential unit customers or as proposed in the "Offer of Schedule of Fees and Expenses".

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 …… Publish Request for Proposal
3:00 PM CDST, Tuesday, November 11, 2015 …….. Mandatory Pre-Proposal Meeting
5:00 PM CDST, Friday, November 19, 2015 …….. Final Questions due from Proponents
3:00 PM CDST, Friday, November 27, 2015 …… City's response to Questions (via email)
3:00 PM CDST, Monday, December 7, 2015 ……. Proposals due
December 18, 2015 …… Selection Committee completes evaluation of Proposals
December 21, 2015 …… Notice of Selection Issued
January 29, 2016 …….. Contract Negotiations completed
February 1, 2016 …… First Reading of Agreement by City Council
February 15, 2016 …… Second/Third Reading by City Council
February 16, 2016 …… Notice to Award issued to Company
April 1, 2016 …….. Service begins

1.4.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

FORMAT AND CONTENT OF PROPOSAL

2.0 Proposal Terms and Conditions:
The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.1 **Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.2 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.7 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.8 **Information Required to be Submitted by Proponent:** Each Proponent shall submit the following information in order for its proposal to be adequately evaluated and considered:

a. An itemized list of the Proponent's equipment available, or proposed to be available, for use on a Contract resulting from this RFP.

b. A copy of the Proponent's latest available certified financial statement.

c. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State of Missouri and any other state in which the Proponent shall be conducting business as it relates to any contract resulting from this RFP. Evidence would include valid licenses, permits and

any other such information that the Proponent may feel will help demonstrate to the City that their firm is in good standing with local and State laws and ordinances.

d. Evidence, in form and substance satisfactory to the City, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

e. A list of three (3) relevant municipal references, including addresses and telephone numbers. Said references should be municipal entities for which the Proponent has provided similar services within the past five (5) years.

f. Information regarding the landfill(s), materials recovery facilities and or processing facilities to be utilized by the Proponent relating to location, capacity and current license status within the state of operation.

g. Any other additional information deemed necessary by the City to determine whether or not the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of a contract resulting from this RFP.

h. Does the proponent have any previous, pending or existing litigation? And if so, elaborate.

2.9 Exclusive contract: The agreement resulting from this RFP shall be an exclusive contract.

2.10 Exceptions: If the Proponent desires to take exception to any terms, conditions and requirements of the RFP, the Proponent must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proponent may be considered in the evaluation of proposals.

2.11 Late proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.12 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not effect this right.

2.13 Execution of Agreement: It is anticipated the selection of a firm will be completed by December 21, 2015. The successful proposer shall, within ninety (90) calendar days after Notice of Selection is issued by the City of Joplin, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached, of which it is anticipated that the final agreement will be in substantial conformance with this document. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the Selection Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A total of seven (7) copies of the Proposal shall be submitted, consisting of five (5) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single

volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft Word 2013" and all spreadsheets and related information shall be compatible with "Microsoft Excel 2013". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within each copy/volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Solid Waste Collection Services RFP: #101-2016".

A. QUALIFICATIONS

1. **Title Page**: The complete legal name, address, Federal ID number, permanent address and telephone number of the Proponent including the name and all relevant contact information (phone, email, address, FAX, etc.) of the person to contact for discussion of the proposal.

2. **Table of Contents**

3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

5. A description of the firm's current staffing, and details as to the experience and qualifications of the individuals that would be primarily responsible for the project. Include an assigned point of contact.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Proponent understands the Scope of Work and to describe how the Proponent will plan, implement, and accomplish the Scope of Work described in the RFP.

2. 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.

c) Provide a description of the public response/involvement program you will employ, including notification of changes in service, complaint response, etc.

d) 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.

e) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a five (5) year contract, with an option for two additional one year extensions, that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

f) All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

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 FIVE (5) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: 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	TIPPING FEE PER TON	RECYCLING CONTAINER PRICE PER PULL
40 Cubic Yard Roll-Off	$_____each	$_____	$_____each
30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
20 Cubic Yard Roll-Off	$_____each	$_____	$_____each
City Owned 30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
2 Cubic Yard Dumpster	$_____each		$_____each
4 Cubic Yard Dumpster	$_____each		$_____each
6 Cubic Yard Dumpster	$_____each		$_____each
8 Cubic Yard Dumpster	$_____each		$_____each
90 or 96 Gallon Polycart	$_____each		$_____each

The City may from time to time require roll-off containers for special events and activities.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City Owned 30 Cubic Yard Roll-Off	$_____each

The City owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

2) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	_____
Years 3, 4 and 5 – 2% per year	_____
Years 6 and 7 – 2% per year (if option to extend is agreed to)	_____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 PROPOSAL DUE DATE: Sealed proposals will be received at the City of Joplin no later than 3:00 p.m., CDST, Monday, December 7, 2015. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801

Submitted sealed envelopes should be marked:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

"Solid Waste Collection Services RFP: #101-2016

3.2 AMENDMENTS: If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Public Works will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 PROPOSAL EVALUATION PROCESS

The steps and activities in the proposal process will include the following:

3.3.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all, or portions of, proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

3.4.1 Demonstrated experience and expertise of the Proponent and its staff in providing service of a similar nature to public sector clients. (20%)

3.4.2 Demonstration of a complete understanding of the City's requirements. (10%)

3.4.3 The approach to planning, implementing and performing the Scope of Work (10%)

3.4.4 The cost of the proposed service (60%)

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (3.5.1) below. Additionally, the City prohibits lobbying or communications initiated by a proposer to any City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated

by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Public Works in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after 3:00 PM, CDST on the date set for receipt of Final Questions Due as defined in Section 1.4 of the Scope of Work, will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers via email and/or web posting not later than 3:00 PM, CDST on the date set for the City's Response to Questions as defined in Section 1.4 of the Scope of Work.

3.5.2 It will be the responsibility of the proposer to contact the City of Joplin prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge receipt of such amendments in the proposal.

APPENDIX A

CITY OF JOPLIN SOLID WASTE SERVICES

LOCATION	ADDRESS	TRASH CONTAINER QUANTITY/SIZE	TRASH SERVICE FREQUENCY	*RECYCLING CONTAINER QUANTITY/SIZE*	*SINGLE-STREAM RECYCLING SERVICE FREQUENCY*
Parks Department Office	3010 W. 1st Street	1 / 2CY	1/week	1 / 2CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2/ 4CY	1/week	1 / 8CY	1/week
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3/ 4CY	1/week	1 / 2CY	1/week
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1 4CY	1/week	1 / 2CY	1/week
Gabby Street Ballpark	S. Adele Ave & W. 16 Street	1 / 4CY	1/week May to mid-Sept	1 / 2CY	1/week May to mid-Sept
* Joe Becker Stadium	1301 E. 3rd Street	4 / 4CY	5/week during baseball season	1 / 8CY	2/week during baseball season
Carver Day Care	520 School Avenue	1 / 2CY	1/week June-Aug	1 / 2CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave.	2 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Cunningham Pool	25th & Porter Avenue	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Ewert Pool	7th & S Murphy Boulevard	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Memorial Hall	212 W. 8th Street	2 / 4CY	1/week	1 / 2CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	2/week April-Oct	N/A	N/A
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	.5/week Nov-March	N/A	N/A
Justice Center	303 E. 3rd Street	1 / 6CY	3/week	1 / 6CY	2/week
Police Sub-Station	115 E. 34th Street	1 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Health Dept./WIC	321 E. 4th Street	1 /4CY	2/week	1 / 4CY	1/week
City Hall	602 S. Main Street	1 / 4CY	1/week	1 / 4CY	3/week
**(Current) Public Library	300 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
** (Future) Public Library	20th & Connecticut Avenue	1 / 4CY	1/week	1 / 2CY	1/week
*** Airport ATC Tower	600 N. Colonial Drive	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport Main Terminal	7331 Highway 43	1 / 6CY	2/week	1 / 90 Gal Cart	2/week
**** Airport General Aviation Terminal	Highway 171	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport T-Hangers	Highway 171	12 / 90 Gal Cart	1/week	N/A	N/A
Airport General Aviation Terminal	Highway 171	2 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Central Garage (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Fire Station #2	2825 W. Junge Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #3	2727 Newman Road	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #5	3223 S. Texas Avenue	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #6	5302 W. 32nd Street	1 / 2CY	1/week	1 / 2CY	1/week
***** Fire Station #7	In vacinity of CR 200 & E.32nd	1 / 2CY	1/week	1 / 2CY	1/week
***** Public Safety Training Facility	5102 N. Swede Lane	1 / 2CY	1/week	1 / 2CY	1/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	1 / 6CY	3/week	1 / 4CY	1/month
Turkey Creek Waste Water Plant	3457 Eddy Lane	6 / 2CY	3/week	N/A	N/A
Shoal Creek Waste Water Plant	2860 Apricot Drive	1 / 4CY	3/week	1 / 4CY	1/month
MAPS Admin. Building	123 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1 / 40 CY Roll off	As Needed	N/A	N/A
Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	City Owned 30 CY quantity to be determined	As needed	N/A	N/A
Trash or Bulky Items Collection Event	collection location to be determined	City Owned 30CY quantity to be determined	As needed	N/A	N/A

* Stadium Gate unlocked at 7:30 M-F

** The current Library will close and the new one will open in the Spring of 2017.

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

**** Driver to call 417-437-1710 to secure an "escort" into General Aviation Terminal area.

***** Neither of these facilities are in operation at this time; The P.S.T.F. is expected to come on-line in late 2016; F.S. #7 is expected to come on-line in 2017

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

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, 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 _____ hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request For Proposal **Solid Waste Collection Services RFP: #101-2016** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated _____ 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 Exhibit 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.

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 Exhibit B. 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 five (5) 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. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such 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 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 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) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, 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, 2015, 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 Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 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.

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 One Million Five Hundred Thousand Dollars ($1,500,000.00) 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: _____
Nicholas A. Heatherly
Director of Public Works

COMPANY

_____
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

PERFORMANCE BOND

(NEED ONE FOR EACH STATE THE SUCCESSFUL PROPONENT WILL OPERATE IN TO FULFILL THE TERMS OF THIS CONTRACT)

KNOW ALL MEN BY THESE PRESENTS that **(COMPANY NAME)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF JOPLIN MISSOURI

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____
By: _____

_____

Surety: _____
By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #~~01~~1010~~-~~ 2016

To be submitted with vendor's Proposal

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

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

_____
_____
_____
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_____
_____

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 _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email _____

FEID No._____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #~~0~~101- 2016

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2016** 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 _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ *(Name* who is _____ *(Title)* of _____ *(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: _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____

Company ID Number: _____

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 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 Employer.

F. The Employer understands that the fact of its 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 and the Employer.

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

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218. **Employer**	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Addenda Number 1

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date is being changed to:

Monday, December 14, 2015 at 3:00 PM CDST

CLARIFICATIONS:

Page 16: Paragraph 12.a is mis-labeled; it should read "11.a"

Pages 17 & 24: There is a conflict on the time at which written questions/inquiries are to be submitted to the City on November 19, 2015 – the correct time will be 5:00 PM CDST

Page 17: November 19 is a Thursday, not Friday. The Question Submittal date will be November 20, 2015, at 5:00 PM, CDST. Section 1.4 is being modified, please refer to Question #12 for the new schedule.

Page 24: Para 3.5.1, stipulates that questions relative to the interpretation of specifications or the proposal shall be in writing – for clarification, questions may be submitted by email to the owner's representative identified on the first page of the RFP.

QUESTIONS FROM PRE-PROPOSAL MEETING:

QUESTION #1: What historical data does the city have as it pertains to the total tons of waste being collected under the current contract?

ANSWER #1: The City does not have any validated data.

QUESTION #2: Is there a Zone map showing the days different areas of the community are currently having solid waste collected?

ANSWER #2: The current Zone map can be found on-line on the City's web page at the following link:
http://www.joplinmo.org/DocumentCenter/View/1541

QUESTION #3: Will the City be opposed to installing a CNG fueling station to fuel the fleet of collection vehicles?

ANSWER #3: No. The City would not be opposed.

QUESTION #4: Will the Parks Department continue to collect and consolidate waste from the numerous small containers currently distributed throughout the parks?

ANSWER #4: Yes. The Parks Department will continue to collect and consolidate waste from those smaller containers.

QUESTION #5: Are we to understand that we are to include the collection of bulky waste at no additional cost?

ANSWER #5: The City believes the RFP adequately addresses this question.

QUESTION #6: Are the financial statements to be a full and complete statement or a corporate summary?

ANSWER #6: The City is asking for the most previous past years' audited financial statements.

QUESTION #7: How does the City wish to have the financial data submitted?

ANSWER #7: The financial data should be submitted in a **separate sealed envelope** at the time of submittal of the Proposal, **addressed to:**

Director of Finance, City of Joplin
RFP #101-2016

It may be submitted in an electronic format or a written document. Upon completion of the review of the data, all of the financial data shall be returned to each Proponent.

QUESTION #8: Will the City be taking a partnership approach to the recycling fee, i.e. is the City willing to put together some type of marketing program to increase participation?

ANSWER #8: The City will continue to promote recycling throughout the community as it currently does within the budget approved by the City Council.

QUESTION #9: Can the material collected as part of the curbside recycling program be taken to a waste-to-energy facility?

ANSWER #9: No. Paragraph 1.3, 2. c), stipulates: "Recyclable Materials collected as part of the curbside collection service shall not be deposited in a landfill or waste incinerator. The City may terminate this Agreement if the Contractor fails to comply with the requirement to properly process all collected Recyclable Materials."

QUESTION #10: How is it determined where service will be provided, i.e. street vs. alley?

ANSWER #10: We believe the RFP adequately addresses this question.

QUESTION #11: How will it be determined who's liable when it comes to damage to streets and alleys?

ANSWER #11: We believe the RFP adequately addresses this question.

QUESTION #12: Will there be any opportunity to ask for clarification of the answers sent out as part of any future addenda? (i.e. after the City sends out its responses on November 27th)

ANSWER #12: Section 1.4 of the RFP is to be deleted and the following new Section 1.4 is to be inserted into the RFP:

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 ……..…… Publish Request for Proposal
3:00 PM CDST, Tuesday, November 11, 2015 ……... Mandatory Pre-Proposal Meeting
5:00 PM CDST, Friday, November 20, 2015 ……... Final Questions due from Proponents

3:00 PM CDST, Wednesday, December 2, 2015 ……. City's response to Questions (via email)
5:00 PM CDST, Friday, December 4, 2015 …….. Final Request for Clarification from Proponents
5:00 PM CDST, Tuesday, December 8, 2015 ……. City's final Response to all Questions (via email)

3:00 PM CDST, Monday, December 14, 2015 ……. Proposals due
December 22, 2015 ……. Selection Committee completes evaluation of Proposals
December 23, 2015 ……. Notice of Selection Issued
January 29, 2016 ……... Contract Negotiations completed
February 1, 2016 …… First Reading of Agreement by City Council

February 15, 2016 …… Second/Third Reading by City Council
February 16, 2016 …… Notice to Award issued to Company
April 1, 2016 …….. Service begins

1.4.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

QUESTION #13: Will all of the questions and answers be made available to everyone?

ANSWER #13: Yes, to all those in attendance at the mandatory Pre-Proposal meeting.

QUESTION #14: Are non-residential customers to contract directly between the hauler and the customer?

ANSWER #14: Yes

QUESTION #15: Will the City be involved in the billing of any non-residential customer?

ANSWER #15: No

QUESTION #16: Could the City please clarify Bid Item Three regarding the dumpster units/City facility collection services?

ANSWER #16: The City is continuing to evaluate this question and will be distributing a response before the end of business on November 20th.

Addenda Number 2

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date has been changed to:

Monday, December 14, 2015 at 3:00 PM CST

CLARIFICATIONS:

Page 25: Appendix A; if the service frequency is noted as .5/week, this shall equal a service of having the container(s) pulled once every two (2) weeks.

All reference to Central Daylight Saving Time (CDST) is hereby deleted and all time references are to be considered Central Standard Time (CST)

QUESTIONS:

Question #1: The RFP states the contracted Hauler cannot stop any residential services due to non-payment, what recourse does the Hauler have since the service is offered through the City contract?

Answer #1: The City would suggest that each Proponent seek advice from their own legal counsel as to what options they may wish to employ.

Question #2: Regarding the potential street damages; would the City be willing to "cap" the possible annual exposure to the Hauler?

Answer #2: Maybe; Each Proponent has the option to submit as part of their proposal as to how they might wish to address this matter. The City will not commit to accepting any proposal that will limit its ability to seek restitution for damages to the public infrastructure at this time.

Question #3: Would the City be open to alternate proposals as to how the City might be compensated for possible damage to the streets and alleys?

Answer #3: Yes – provided it would be understood that any such proposal would not limit the liability of the successful Proponent for major claims of damage to the public infrastructure or public property.

Question #4: Several references are made to respond within 24 hours—can this be changed to one business day?

Answer #4: No; the RFP stipulates allowances for complaints received on Saturdays or the day preceding Contractor designated holidays.

Question #5: How many current multi-family homes are being serviced that will not be included in the proposal?

Answer #5: To the best of our knowledge, there are approximately 58 properties that meet this criteria.

Question #6: Would it be fair to say the services to be required in the proposal to be awarded the contract are: unlimited trash serviced weekly to all residential units including alley pickup, subscription recycle offered weekly, unlimited yard waste serviced weekly and unlimited bulky items serviced weekly with all the mentioned services on the same day?

Answer #6: We believe the RFP adequately addresses this question.

Question #7: When Contractor receives an aging (past due billing information), at what point may the contactor begin collection process?

Answer #7: The City would suggest that each Proponent seek advice from their own legal counsel as to how and when they may wish to begin such proceedings.

Question #8: Can the City start taking a deposit on the trash service to help with bad debt just like other utilities?

Answer #8: The City does not intend to initiate a deposit program at this time.

QUESTION #9: Could the City please clarify Bid Item Three (page 21) regarding the dumpster units/City facility collection services?

ANSWER #9: Sections C, Offer and Schedule of Fees and Expenses, Section D, Forms and Attachments, and Section 3.1 Proposal Due Date (pages 21 and 22) shall be replaced with the following:

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:

3) <u>SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:</u>

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: 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:

Total Monthly Charge for Solid Waste and Recycling Services for City Facilities: $_____PER MONTH

(To be calculated for the month of July)

The monthly fee for each location shall be calculated using the following formula:

(Number of Containers) X (Frequency of Pull) X (Unit Charge per Pull) X (4.33 weeks/month) = Charge per month per location

Unit Charge for Pull and Transport to Designated Solid Waste Disposal Facility or Recycling Facility:

CONTAINER SIZE	SOLID WASTE CONTAINER PRICE PER PULL	TIPPING FEE PER TON	RECYCLING PRICE PER PULL
40 Cubic Yard Roll-Off	$_____each	$_____	$_____each
30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
20 Cubic Yard Roll-Off	$_____each	$_____	$_____each

City-owned 30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
2 Cubic Yard Dumpster	$_____each		$_____each
4 Cubic Yard Dumpster	$_____each		$_____each
6 Cubic Yard Dumpster	$_____each		$_____each
8 Cubic Yard Dumpster	$_____each		$_____each
90 or 96 Gallon Polycart	$_____each		$_____each

The City may from time to time require roll-off containers for special events and activities.

NOTE TO PROPONENTS:
The City reserves the right to modify the number of containers and the frequency of collection on an as needed basis. The successful Proponent can anticipate a number of changes in the frequency and number of containers stipulated for the recycling services for city facilities. As this is a new service, only estimates of the level of service have been included in Appendix A. As the frequency and/or number of containers change, the monthly charge shall be adjusted accordingly using the quoted Unit Charges above. The City shall pay the successful Proponent for the actual number of pulls provided.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City-owned 30 Cubic Yard Roll-Off	$_____each

The City-owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

4) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	_____
Years 3, 4 and 5 – 2% per year	_____
Years 6 and 7 – 2% per year (if option to extend is agreed to)	_____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 **PROPOSAL DUE DATE:** Sealed proposals will be received at the City of Joplin no later than **3:00 p.m., CST, Monday, December 14, 2015**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801
ATTN: MR. LYNDEN LAWSON

Submitted sealed envelopes should be marked:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

"Solid Waste Collection Services RFP: #101-2016

Addenda Number 3

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date has been changed to:

Tuesday, December 15, 2015 at 3:00 PM CST

CLARIFICATIONS:

A. Section 1.4 of the RFP is to be deleted and the following new Section 1.4 is to be inserted into the RFP:

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 …… Publish Request for Proposal
3:00 PM CST, Tuesday, November 11, 2015 …….... Mandatory Pre-Proposal Meeting
5:00 PM CST, Friday, November 20, 2015 …….... Final Questions due from Proponents

2:00 PM CST, Thursday, December 3, 2015 …… City's response to Questions (via email)
1:00 PM CST, Tuesday, December 8, 2015 …….. Final Request for Clarification from Proponents
5:00 PM CST, Wednesday, December 9, 2015 ……. City's final Response to all Questions (via email)

3:00 PM CST, Tuesday, December 15, 2015 ……. Proposals due
December 22, 2015 …….. Selection Committee completes evaluation of Proposals
December 23, 2015 …….. Notice of Selection Issued
January 29, 2016 …….... Contract Negotiations completed
February 1, 2016 …….. First Reading of Agreement by City Council
February 15, 2016 …….. Second/Third Reading by City Council
February 16, 2016 …….. Notice to Award issued to Company
April 1, 2016 ……... Service begins

B. Appendix A: There are five locations listed as part of the Airport Operations; they are currently listed as follows:

*** Airport ATC Tower
Airport Main Terminal
****Airport General Aviation Terminal
Airport T-Hangers
Airport General Aviation Terminal

The locations should be changed to read as follows:

*** Airport ATC Tower
Airport Commercial Terminal
Airport General Aviation Terminal
****Airport T-Hangers
****Airport Fire Barn

All * explanations are as noted at the bottom of Appendix A; All addresses, container information, and frequency remains unchanged.

C. Section 3.4 Criteria for Award shall be deleted and the following shall be inserted in its place:

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

3.4.1 Demonstrated experience and expertise of the Proponent and its staff in providing service of a similar nature to public sector clients. (5%)

3.4.2 Demonstration of a complete understanding of the City's requirements. (10%)

3.4.3 The approach to planning, implementing and performing the Scope of Work (25%)

3.4.4 The cost of the proposed service (60%)

(Editor's Note: Only the % numbers for 3.4.1 and 3.4.3 have been changed from the original RFP)

QUESTIONS: (Questions are Numeric; Answers are Alpha characters & **Bold)**

1. With not having specific street names outlining the city limits, are there any areas serviced outside of the city limits serviced under the umbrella of the city contract? Example: Area north - Airport City which I understand is a POA and any other POA areas such as ones south of the new Mercy Hospital

    a. **We believe the RFP adequately addresses this question.**

2. Will all city facilities be expected to participate in the recycle program?

    a. **Yes; Proponents should recognize that it is the intent to have each of the identified city facilities participate in the recycling program, but that all services listed in Appendix A are subject to change as directed by the City; i.e. for both solid waste or recycling services.**

3. Is the city open to the discussion of eliminating as many alley way set outs as possible? Some of these areas have overhead obstruction/clearance concerns, are narrow, and can provide opportunities in safety due to blind spots

    a. **The RFP stipulates that each Proponent is to provide as part of their submittal a description of how they intend to implement the Scope of Work.**

    b. **The RFP stipulates that each Proponent shall be responsible for establishing their own collection routes and schedules.**

4. Can the bad debt be negotiated at the time of contract approvals? 5% seems to be somewhat high for a city the size of Joplin.

    a. **In no case will the City pay the successful Proponent more than what is collected from the billing and collection program, but each Proponent may submit as part of their proposal suggestions for consideration by the City.**

5. What percentage of the residences are allowed to opt out of having any services?

    a. **All defined residential units will be billed for solid waste services whether they use said services or not.**

6. Is the city opposed to having one price for both services giving everyone the opportunity to have both types of containers for full participation?

    a. **We believe the RFP adequately addresses this question.**

7. In driving the city it has been noticed there are several houses that set trash outside of the container.

    a. Is this expected by the city?

        i. **Yes**

b. If not, who is the compliance officer?

    i. **N/A**

c. If it is, would not a second cart for a small fee be more attractive for the city streets and efficient for the service company to have all waste inside the cart excluding yard waste or bulk pick up.

    i. **The City expects <u>ALL</u> solid waste to be collected on each day that services are being provided.**

8. Are the small business being run out of remodeled houses/office space considered residential or commercial?

    a. **Commercial**

9. What percentage of the small commercial business's utilizing the non-residential cart service currently?

    a. **Not Applicable to this RFP**

10. What is the deadline for carts to be presented on the curb/alley the day of service?

    a. **Each Proponent is to submit as part of their Proposal how they intend to implement and accomplish the Scope of Work.**

11. Please provide a definition for what the city considers a missed pick up based upon the deadline for set out.

    a. **When Trash or Recycables are not picked up on the scheduled day for service.**

12. Does the city have an assigned city employee to assist with set out compliance as well as complaint resolution?

    a. **Yes**

13. Who will assist in the recycle compliance avoiding contamination?

    a. **The City envisions this to be part of the public involvement program to be provided by the successful Proponent, which is to be a part of each Proponents submittal. The City will continue its own efforts to help educate the community on proper recycling techniques.**

14. Who pays the disposal costs for high percentages of recycle contamination?

    a. **The successful Proponent.**

15. Can contamination be billed back the residence?

    a. **No**

16. Does the city have a disaster plan relevant to trash services? If so, what would be our expectations and or roll in the effort for such an event?

    a. **No; Not a part of this request; no expectations are to be considered.**

17. Are there any areas of the city being serviced where flooding is prone and causing delays or detours that potentially interrupt route schedules?

    a. **Unknown; do not have route maps of successful Proponent to compare to FEMA flood maps.**

18. Will the awarded company be expected to participate in the reduced cost gate rate at a transfer station for residences choosing to haul yard waste or bulk on their own? Or is this a separate contract with the City?

    a. **No; Separate Contract**

19. Is yard waste and or bulk a call-in scheduled service or is it currently being picked up by specific route schedule on a particular day of the week, every other week or month?

    a. **Current service practices are not relevant; Each Proponent is to stipulate how they intend to implement the Scope of Work.**

20. Is the city set up to receive the single stream recycle at their facility?

    a. **No**

21. Are there special events scheduled within the city that would require one time cart service or one time container services for each event? If so, who pays for the service or is a part of the contract?

    a. **We believe the RFP adequately addresses these questions.**

22. Is the awarded company required to (have) a location within the city limits or can they be located in an adjoining city or state?

    a. **We believe the RFP adequately addresses this question.**

23. What is the average number of stop services and start services per month?

a. **Unknown; We checked October of 2015 and we had approximately 400 starts and 400 stops, but this is not an average.**

24. Is the reference 17,000 residences within what % accurate high or low?

    a. **Unknown.**

25. Can duplex residences participate?

    a. **We believe the RFP adequately addresses this question.**

26. Can or will apartment complex ownership/management be given variances to have cart service versus commercial containers?

    a. **We believe the RFP adequately addresses this question.**

27. Will company be expected to follow the city holiday schedules

    a. **We believe the RFP adequately addresses this question.**

28. What are the customer complaint resolution timeline expectations?

    a. **We believe the RFP adequately addresses this question.**

29. Will city allow a grace period past April 1st start date for delivery of carts for residential trash services? The transition timeline for 17,000 carts delivered in 8 weeks or less is fairly difficult, preference would be to have 12 weeks.

    a. **The successful Proponent shall be required to begin services on April 1, 2016 per the RFP.**

30. Can the timelines for services start date, cart delivery, container delivery, and mapping be negotiated between city, current provider, and new provider to insure a seamless transition?

    a. **The successful Proponent shall be required to begin services on April 1, 2016 per the RFP.**

    b. **Each Proponent shall stipulate as part of their Proposal, per Section 3.0, B., 1., how they intend to implement the Scope of Work.**

31. If you are a company from outside the state and city how many days will be allowed for business licenses, permits, etc to be in place once the contract is awarded?

    a. **The resulting contract will not be executed until all required licenses, permits, etc. are provided to the City.**

32. Can the RFP be sent in word document format?

    a. **A revised "Offer and Schedule of Fees and Expenses" was distributed as part of Addenda #2; it should be able to be used in electronic format. Proponents are advised to refer to Section 3.0 as to how to submit their Proposal.**

33. Are prices to be noted in the same format as outlined in the RFP?

    a. **We believe the RFP adequately addresses the question.**

34. Does the city anticipate any future residential annexation of significant size that would require a volume of additional assets?

    a. **The successful Proponent shall be provided ample notice of any future annexations.**

35. Does the city have a listing of the valet customers by address?

    a. **The successful Proponent shall be provided a list of addresses that require this level of service.**

36. The City has asked for a monthly price for the city facilities, but there are roll-off containers included in that list that cannot be quantified unless the City stipulates how many hauls and the weights. How do we calculate a monthly fee?

    a. **The intent is to secure a price for all of the locations stipulated in Appendix A. The items listed with roll-offs, do not have specific locations and should not be included in the monthly price quote. The City will request those services and will pay the "Price per Pull" and "Tipping Fee per Ton" as quoted in Item Three of the "Offer and Schedule of Fees and Expenses"**

Division 4393 Allied Services, LLC
D/B/A Republic Services of Galena
1715 E. Front Street Galena, KS 66739
620-783-5841
Federal ID: 86-0897719



Response to Request for Proposal
SOLID WASTE COLLECTION SERVICES
RFP: #101-2016

Local contact: Jennifer Fagan
Jfagan2@republicservices.com, 417-499-3739

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Transmittal Letter

REPUBLIC SERVICES

We'll handle it from here.™

November 23, 2015

City of Joplin
Attn: Director of Public Works
602 S. Main
Joplin, MO 64801

Dear Nick,

Allied Services, LLC, d.b.a. Republic Services of Galena wishes to thank the City of Joplin for the opportunity to respond to the Notice of Request for Proposal. It would be our privilege to continue serving the residents of Joplin, with inherent responsibility for continued innovation in the vital aspects of solid waste and recycling management in a cost effective and environmentally responsible manner. Republic Services has provided the City of Joplin excellent solid waste management service for the past ten years. Through that experience Republic Services has learned how to best meet the specific needs of the City of Joplin and based on this experience over the years developed an infrastructure that will allow us to continue providing the City of Joplin superior service.

Republic Services of Galena accepts and will exceed all of the specifications for the City of Joplin Solid Waste Collection Services RFP: #101-2016 as outlined in the Notice of Request for Proposal.

Republic Services, our parent company, is headquartered in Phoenix, Arizona, and is the second largest publicly held solid waste and recycling provider in the United States. The size and experience of RSG, combined with our commitment to excellence in safety, customer service and environmental stewardship stands behind the proposal outlined.

The Republic Service management team is ready to answer any questions you may have regarding the proposal in the following documents. Again, we thank you for the opportunity to submit our proposal and look forward to a continued successful and rewarding relationship with the City of Joplin.

Best regards,

Jennifer Fagan
Municipal Manager
Republic Services of Galena

Republic Services
Overview

Republic Services Company Overview (Sec 2.8 d. and A (4) page 20)

Republic Services is an industry leader in the U.S. non-hazardous solid waste industry. Our collection companies, transfer stations, recycling centers and landfills focus on providing reliable services and recycling solutions for commercial, industrial, municipal and residential customers. Republic Services, Inc. was incorporated in 1996. We believe in protecting the planet and applying common sense solutions to customers' waste and recycling challenges. Our purpose is to create value for all: our employees, our customers, our communities and planet, and our shareholders.

Republic Services, Inc. is the second largest provider of services in the domestic non-hazardous solid waste industry, as measured by revenue as well as a Fortune 500 company, publicly traded on the New York Stock Exchange (NYSE: RSG). Republic has 338 collection operations, 200 transfer stations, 193 active solid waste landfills, 66 recycling centers and 69 landfill gas and renewable energy projects across 39 states and Puerto Rico. Nationwide, we employee 30,000+ employees providing world class service to more than 12,000,000 residential and 1,000,000 commercial customers weekly. RSG has been the winner of the National Waste and Recycling Association "Driver of the Year" Award thirteen times. We are proud to serve over 2,700 Municipalities just like Joplin. Republic is much honored to be known for the important work its people do to provide an essential service to the Joplin community.

At Republic Services, we are passionate about what we do because we are passionate about you—our customer. Every day, we strive to make your world and our planet better. We are committed to providing reliable and responsible recycling and waste disposal services to you because we know our efforts have a direct impact on your homes, your communities, and your businesses.

As we serve residential, municipal, commercial, and industrial customers nationwide, we are dedicated to bringing you dependable solutions for your recycling and waste challenges. We are committed to on-time service for your needs while bringing positive changes to the environment in ways such as expanding our recycling offerings, responsibly handling your waste, and adding low-emissions vehicles to our fleet. We make it our priority to find new and innovative ways to best serve our customers, minimize environmental impact and make our planet better.

Committed to the Environment

We believe in protecting the planet and applying effective solutions to your recycling and waste challenges while collecting nearly five million tons of recyclable material annually. As part of our environmental commitment, we actively work to turn waste into energy while operating 69 landfill gas and renewable energy projects nationwide.

Philosophy and Values

At Republic Services, we are guided by five essential core values—to be Respectful, Responsible, Reliable, Resourceful, and Relentless in all we do, every day. Our highly passionate, professional team is reminded of these principles every time they see the five R's joined together to form the Republic Services Star. It's what makes us who we are, reminding us to keep our customers at the heart of it all.

Respectful:	We value others and demonstrate that in everything we do
Responsible:	We do the right thing—always and every day
Reliable:	We are trustworthy and accountable
Resourceful:	We maximize our strengths to get the job done
Relentless:	We work hard and never give up



The Five R's of The Republic Star



Respectful
Responsible
Reliable
Resourceful
Relentless

Respectful

- We value others and we demonstrate it through our behavior.
- We understand the rules, laws and authorities that govern us and we adhere to them.
- We appreciate that our customers pay our salaries and we serve them with courtesy and professionalism.
- We welcome diversity, favor open dialogue and overcome our differences to align with our team in supporting and achieving common goals.
- We accept and provide direction, feedback and coaching in a constructive manner to improve our performance both individually and as a team.
- We honor the reputation of the company as a leader in its industry.
- We care about the environment and we take actions to enhance and protect the environment.
- My personal actions are 100 percent consistent with my expectations of others.
- We believe that behaviors are just as important as outcomes.

Responsible

- We do the right thing, regardless of who is watching, even when it is inconvenient.
- We recognize our obligations and we take them seriously.
- We take ownership of our actions, including our successes, mistakes and failures alike.
- We understand our specific roles and requirements within the organization and we diligently carry out our duties. We do our jobs.
- We use good judgment in decision making.
- We take the time to educate our fellow employees on how to do the right thing.
- We are living examples of our integrity.
- We hold ourselves and others accountable for the highest level of ethics and performances.
- We will protect the environment.
- We recognize our obligations to our employees and their families to conduct our business affairs in a manner to which they would be proud.

Reliable

- We are trustworthy and can be counted on to make sound decisions which are in the best interests of our customers, employees and shareholders.
- We support and encourage our teammates and hold one another accountable in meeting our objectives and achieving our goals.
- We realize our customers depend on us and we regularly prove our worth by doing the job right.
- We care about our reputation; therefore we do what we say.
- We are results oriented and can be counted on to deliver.
- We know that we must prove ourselves, day in and day out, year after year.
- We always deliver on our commitments and promises.

Resourceful

- We have a large and very capable team and we work together to maximize our strengths.
- We are responsive to our customer's needs. We serve, assist and advise them with the coordination and support of the entire team.
- We know the waste stream is evolving and we bring expertise and innovative solutions to our job of managing the entire waste stream.
- We can handle anything. No job is too big or too small, too difficult or too complex. No competitor is too tough.
- We are stewards of our assets and resources and we protect and optimize them.
- We use our vast knowledge and experience to maximize the customer's experience.
- The toughest, most complex opportunities bring out the best in our team.
- We clearly understand the needs of our customers and develop services to exceed their expectations.
- We are comfortable in asking for support and assistance when challenged with a business problem and view reaching out as a sign of strength, not a sign of weakness.

Relentless

- We represent Republic and wear the Republic STAR with pride.
- We want Republic to be the best and we will persistently support the company's Purpose and Priorities.
- We won't settle for being average or mediocre. We are and will remain Excellence Driven.
- We believe in the Republic Way and will not cease in the pursuit of durability.
- We will not stop, we will never give up. We will succeed.
- We follow up. When we think the job is done, we examine the sustainability of our actions and follow up to make sure it's done.
- We never quit.
- We deliver on our promises, no matter what.
- We never settle for anything other than the best.
- We always hire the very best talent.
- We embrace a culture of continuous improvement.

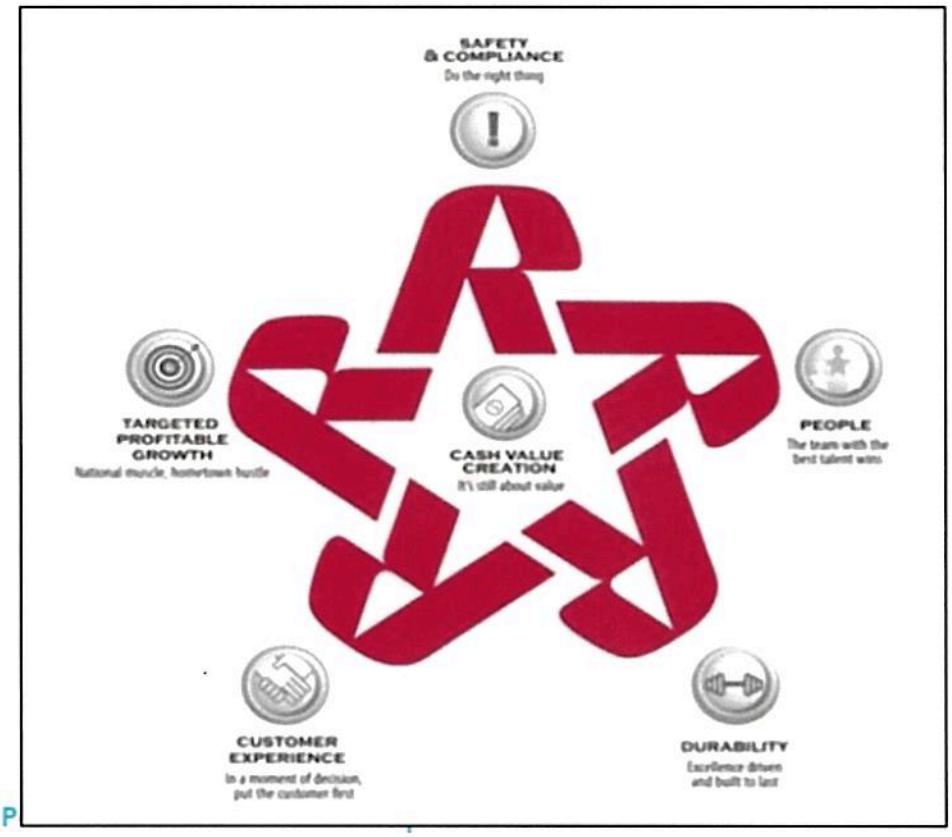
Republic Services Purpose and Priorities

Our Purpose

- To establish Republic Services as a company where the best people come to work devoted to meeting the needs of our customers every day.
- To consistently operate and vigorously grow our business with integrity and a commitement to the Republic Way.
- To deliver total waste stream solutions and provide environmental confidence for Republic's customers, while doing our part in stewardship of the planet's resources.
- To create sustainable economic value for all Republic Stakeholders.

Our Priorities

- Safety & Compliance – do the right thing
- People – the team with the best talent wins
- Durability – Excellence driven and built to last
- Customer Experience – In a moment of decision put the customer first
- Targeted Profitable Growth – National muscle, hometown hustle
- Cash Value Creation – it's still about value



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Galena Team

Republic Services of Galena Team (A. Qualifications (5.) page 20)

Republic Services of Galena is an Excellence Driven team of locally recruited and extensively trained professionals providing the industry's highest level of service. We are available any time if you have any questions or concerns regarding your service. Our local office of operations is located at 1715 E. Front St. Galena, KS. We have provided services in the four state area for forty plus years. The following people will be primarily responsible for the Joplin agreement.

Pete Forst, General Manager, 417-437-5019
Pete has been the General Manager over the Galena Business Unit for 21 years. He is responsible for the Bella Vista Arkansas, Cherryvale Kansas and Galena Kansas hauling divisions. He brings over 39 years of extensive solid waste industry experience. Pete is responsible for the management of two solid waste landfills, two transfer stations and three hauling companies with over 105 employees. Pete will ensure that the City of Joplin continues to receive excellent and safe service.

Antonio Arduengo, Operations Manager, 620-210-1910
Antonio has been the Operations Manager over the Galena Business Unit for one and a half years. He is responsible for the operations at three hauling companies. Antonio brings over seven years of solid waste experience working previously in Republic's Kansas City market and Lee County, South Carolina. He has a Bachelor of Science from the University of Central Missouri and a Masters of Business Administration from Baker University in Overland Park, Kansas. Antonio ensures that are drivers are continually trained, are providing excellent customer service and are always practicing the most effective safe-driving techniques.

Jennifer Fagan, Municipal Manager, 417-499-3739
Jennifer has been the Municipal Manager for nine years over the Galena Business Unit. She is responsible for thirty plus Municipal contracts in three hauling divisions servicing Missouri, Oklahoma, Arkansas and Kansas. She brings over 16 years of experience in solid waste in many different sales roles. She has a Bachelor of Science from Drury University in Springfield, MO and a Masters of Business Administration from Webster University in Fayetteville, AR. Jennifer will continue to serve as the Municipal Contact for the City of Joplin.

Shawna Jolley Allen, Customer Service Manager, 417-425-4250
Shawna has been the Customer Service Manager for nine years over the Galena Business Unit, Springfield and Little Rock Business Units. She is responsible for fifteen customer service representatives servicing our customers. She has over 19 years of experience in the waste industry holding different sales roles. She has a

Bachelor of Science from Kansas State University. Shawna will ensure that all customer concerns or questions are handled in a prompt accurate manner.

Trish Day, Controller, 620-210-2006
Trish has been the Controller for the Galena Business Unit for eight years. She is responsible for all of the financials for three hauling divisions, one landfill and two transfer stations. She has over 21 years of experience in the field. She received a Bachelor of Science from Missouri Southern State University and a Masters of Business Administration with Accounting Emphasis from Southwest Missouri State University in Springfield. Trish also has her CPA certification. Trish ensures that our accounting practices exceed all governance policies and guidelines.

Gerald "Mac" Gee, Maintenance Manager, 620-210-2009
Mac has been the Maintenance Manager for the Galena Business Unit for ten years. He is responsible for all Maintenance for three hauling divisions, one landfill and two transfer stations. He oversees 13 employees and 70 trucks. He has over thirty years of experience in his field. He graduated from Rio Hondo Technical College. Mac will continue to ensure we have safe equipment so we can provide the highest customer service to Joplin.

Jerry Herron, Operations Supervisor, 620-210-1117
Jerry has been the Operations Supervisor for thirteen years over the Galena Hauling Division. He has extensive solid waste industry experience with over 28 years with the Galena location. He is responsible for overseeing the operations of local routes/drivers and has been the supervisor contact for the City of Joplin residential contract for ten plus years. He has expertise on the routes and the streets of Joplin as he was a route driver prior to being promoted to supervisor. He will remain a point of contact regarding the daily operations of the City of Joplin.

Trevor Tilley, Operations Supervisor, 620-210-1116
Trevor has been the Operations Supervisor for eleven years over the Galena Hauling Division. He has extensive solid waste industry experience with over 15 years with the Galena division. He is responsible for overseeing the operations of local routes/drivers and has been the supervisor contact for the City of Joplin residential contract for ten years. He has expertise on the routes and the streets of Joplin as he was a route driver prior to being promoted to supervisor. He will remain a point of contact regarding the daily operations of the City of Joplin. He received a Bachelor of Science from the College of the Ozarks.

OVER 160 YEARS OF EXPERIENCE WITH YOUR GALENA MANAGEMENT TEAM

REPUBLIC SERVICES OF GALENA (RSG)

With years of experience serving Joplin, Republic Services' expertise, financial assets, and reputation makes the Company uniquely qualified to continue providing refuse and recycling collection services as requested in the Notice of Request for Proposal.

LOCAL COMMUNITY BUSINESS PARTNER (B. Technical Information 1. Pg. 20)

In addition to rendering world-class collection services generating recognizable customer approval, Republic, after many years, has developed and now enjoys an active partnership with the Joplin community and business groups. Other benefits of Republic's incumbency include the following:

- Absolute familiarity with Joplin customers and service area, including:
  - An accurate customer database and extensive customer history, complete with details of customer special needs and collection point access requirements, as well as a rapport with property owners and managers
  - Established collection days and schedules, and knowledge of street and traffic patterns
  - Containers on site and in service
- Existing infrastructure, including:
  - A powerful customer interface and work order system
  - Equipment tailored to the needs of City customers and programs
  - A highly efficient operations infrastructure located just minutes away
  - An experienced implementation/management team whom the City and customers recognize and trust

BENEFITS OF INCUMBENCY

Republic is a known entity through its long service history and proven track record of exemplary performance and safety in Joplin. The Company has all the personnel, systems, equipment, and infrastructure in place to allow it to continue providing the same excellent service the City has come to expect. By continuing to utilize Republic as its contractor, the City will eliminate all risk, expense, and customer inconvenience associated with transitioning to a new contractor. Resources can then be directed toward enhancing the recycling program.

Having served the City of Joplin for nearly ten years on an exclusive basis, Republic has an intimate working knowledge and complete familiarity with the City's service conditions and requirements, including:

- The City's residential customer base, current collection days and routes (collection schedule), and the resultant optimal level of efficiency and minimal service disruptions to customers when new programs are implemented or routes added as the City continues to grow
- Container needs, including set-out requirements and special collection needs of residential customers—including those customers with unique collection applications and/or set-out locations such as time-sensitive collections, atypical container locations or collection requirements, container pushes, valet services and rapport with property owners
- Street and traffic patterns in the City and collection time frames relative to safety-sensitive areas such as schools, community centers, parks, libraries, and business districts
- An existing customer service and work order system, including a history of customer requests, service notes, special service needs and customer requirements
- A highly efficient operations infrastructure, including a transfer station just minutes, providing timely access for the City and the community
- An established infrastructure that meets the needs of Joplin residents that is in compliance with the Agreement between the City and Republic
- Equipment in place that is tailored to the needs of City customers and programs
- Customer Service Department with the knowledge of the City and the programs in place for all customers

When taken in the aggregate, these elements, and many more, have significant value to the City and its residents. There is tremendous value associated with citizens' familiarity with Republic drivers, supervisors, and customer service procedures. RSG's level of service and extensive working knowledge of the City of Joplin is priceless. With established procedures already in place, Republic efforts can be focused on the progressive movement of recycling services offered in our enhanced programs.

A RELIABLE ENVIRONMENTAL PARTNER

Republic is excited about the opportunity to continue its partnership with the City of Joplin. The Company's experience and qualifications in environmental management and recycling collection services, public education, customer service, and safety sets it apart from its competitors in meeting the long-term collection, disposal, and recycling needs of the City. Each public/private partnership is unique, and programs and service levels must be tailored to the various features in each community and neighborhood. Republic's approach is comprehensive, meets the City's goals and results in a significant financial and environmental benefit to Joplin taxpayers. Years ago, Joplin and Republic united to establish a cart program for the collection system. The success can be attributed to the citizens of Joplin and the Republic team.



Collection Equipment

COLLECTION EQUIPMENT (Sec. 2.8 a.)

One of the prominent advantages the City and the residents have in evaluating the program is Republic Services has a proven record of equipment maintenance and capabilities to perform this contract. The City has experienced first hand our abilities to provide the best possible and most innovative equipment and service in the area. RSG will continue to exceed your expectations in everyway regarding safety and equipment.

Republic Services of Galena's collection equipment in place today for the Joplin agreement:

Unit	Mfg. Year	Spec - Body Type
0004-4393 (Service Truck) 4393 Galena KS	2005	Utility
0008-4393 (PICKUP) 4393 Galena KS	2009	Pickup Truck
0011-4393 (Service Truck) 4393 Galena KS	2011	Service Truck
0015-4393 (PICKUP) 4393 Galena KS	2013	Pickup
0016-4393 (PICKUP) 4393 Galena KS	2014	Pick Up Truck
0017-4393 (Cont delivery) 4393 Galena KS	2007	Stake body
1202-4393 (FEL) 4393 Galena KS	2009	Commercial - FEL
1203-4393 (FEL) 4393 Galena KS	2009	Commercial - FEL
1222-4393 (FEL) 4393 Galena KS	2006	Commercial - FEL
2012-4393 (REL) 4393 Galena KS	2000	Residential - REL
2016-4393 (REL) 4393 Galena KS	2001	Residential - REL
2019-4393 (REL) 4393 Galena KS	2002	Residential - REL
2021-4393 (REL) 4393 Galena KS	2004	Residential - REL
2023-4393 (REL) 4393 Galena KS	1999	Residential - REL
2026-4393 (REL) 4393 Galena KS	2007	Residential - REL
2202-4393 (FEL) 4393 Galena KS	2009	Resi Curotto Can-FEL
2204-4393 (FEL) 4393 Galena KS	2009	Resi Curotto Can-FEL
2208-4393 (FEL) 4393 Galena KS	2012	Resi Curotto Can-FEL
2209-4393 (FEL) 4393 Galena KS	2012	Resi Curotto Can-FEL

2211-4393 (FEL) 4393 Galena KS	2014	Resi Curotto Can-FEL
2212-4393 (FEL) 4393 Galena KS	2014	Resi Curotto Can-FEL
2221-4393 (FEL) 4393 Galena KS	2015	Resi Curotto Can-FEL
2401-4393 (ASL) 4393 Galena KS	2010	Automated Side Load
2402-4393 (ASL) 4393 Galena KS	2010	Automated Side Load
2404-4393 (ASL) 4393 Galena KS	2008	Automated Side Load
2407-4393 (ASL) 4393 Galena KS	2008	Automated Side Load
3012-4393 (R/O) 4393 Galena KS	2005	Cable
3013-4393 (R/O) 4393 Galena KS	2005	Cable
3014-4393 (R/O) 4393 Galena KS	2006	Cable
3017-4393 (R/O) 4393 Galena KS	2007	Cable
3019-4393 (R/O) 4393 Galena KS	2013	Cable
3021-4393 (R/O) 4393 Galena KS	2014	Cable
3401-4393 (R/O) 4393 Galena KS	2011	Cable
7001-4393 (Trailers) 4393 Galena KS	2002	R/O PUP - Wet
7003-4393 (Cont delivery) 4393 Galena KS	1998	Cart Del
7004-4393 (Trailers) 4393 Galena KS	1999	R/O PUP - Wet

Republic has the unique advantage of having identified the equipment best capable of servicing the requirements of this contract. The Company will continue to provide hassle-free service to the citizens of Joplin in the most efficient and safe manner possible. In addition to the equipment performing the agreement, RSG has unlimited fleet resources across the nation to provide additional support if the need arises. "*National Muscle, Hometown Hustle*"

Standardization of the fleet produces maintenance economies of scale and promotes greater safety, since most drivers will use like equipment. Standardizing the fleet lowers the cost associated with stocking parts for various manufacturers; allowing maintenance personnel to work more efficiently. Expertise in routing configuration and the engineering of wheel weight distributions maximizes payloads and efficiency while minimizing Republic's carbon footprint. This allows for greater fuel efficiency and less wear and tear to City and private roads. We will also be purchasing a new Residential Front Loader for the recycling program.

Why Republic?

WHY REPUBLIC?

Republic's strict culture of safety has resulted in much safer OSHA score than the industry average. For example, in 2012 the industry average OSHA score was 6.4, while Republic's OSHA score registered considerably safer at 3.5. The advantages of Republic's holistic and effective approach to the provision of daily collection services include the following:

Advantage #1: SAFETY

Republic's comprehensive safety program includes daily safety training and reminders to drivers. The result of Republic's award-winning program is not only increased safety, but increased efficiency due to fewer safety incidents, as well as significantly lower costs. The comprehensive program includes these primary components:

- OSHA TRAINING
  This includes Republic's Injury and Illness Prevention Program, Hazards Communication, Personal Protective Equipment, Lock-Out/Tag-Out Procedures, Accident Prevention Signs and Tags, Blood Borne Pathogens, Emergency Response, Fire Extinguisher, Storm Water Pollution Prevention Control, Confined spaces and Drug/Alcohol Awareness directives.

- FOCUS 6 TRAINING
  This Republic program goes over and above required safety training to address the six types of losses with unacceptable levels of human suffering: Intersection, Employee, and Rear collisions, Rollovers, Backing and Pedestrian

- SAFE HANDBOOK
  Republic's Safe Actions for Excellence handbook which addresses Republic's Safety Policies and Procedures, Servicing Customers, Driving Defensively and Common Accidents

- DTS/DTE PROGRAM
  Republic's Dedicated to Safety/Dedicated to Excellence program rewards employees for safety and service excellence.

ADVANTAGE #2: EFFICIENCY

In addition to its strict culture of safety, Republic continually reviews its practices and operations to ensure the highest level of efficiency. Republic's holistic approach encompasses efficiency from every possible angle, including:

- EXPERT ROUTING
  In addition to significantly increasing safety and efficiency, proper routing also minimizes street wear and tear and environmental impacts. Proper routing requires a thoughtful planning process, which Republic takes seriously. There are three main steps in the route optimization process as indicated below:

  1. Operational Analysis and Data Preparation
  2. Route Optimization
  3. Results and Implementation

  To accomplish the above, Republic utilizes Route Editor, a true route optimization tool developed specifically for the waste collection industry which Republic now owns and continues to develop. More sophisticated than UPS' routing software, Route Editor has a specifically tailored operations research computation technique as part of its core route optimization algorithm. Another tool, Republic's RESOP program, helps Route Supervisors maintain and improve existing routes through regularly-scheduled ride-alongs with Drivers to monitor routes for safety hazards, greater efficiency and customer service improvements.

- SERVICE RIGHT-SIZING
  Through Republic's initial and ongoing outreach and technical assistance efforts multi-family customer collection services or additional cart needed will be right-sized to eliminate excess capacity, optimize diversion and minimize vehicle miles traveled.

- CONTINUOUS IMPROVEMENT
  Republic employs a model of continuous improvement throughout every department, most importantly, operations

- DATA MANAGEMENT TOOL: INFOPRO
  Republic's InfoPro software is the backbone of the Company's customer management system, as indicated previously. InfoPro is the main customer database. Billing information, service location, container specification and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed.

ADVANTAGE #3: ACCOUNTABILITY AND PERFORMANCE

Republic is known for its accountability, transparency and controls it uses throughout the company, for which Republic has been amply acknowledged. The programs and initiatives proposed for use in Joplin are, for the most part, utilized throughout Republic already as standard operation procedure.

- DRIVER OVERSIGHT

  Each Republic Driver is assigned a scheduled start time that meets the collection hours specified in Republic's contract with the City. Each Driver completes a Driver Service Management slip which includes employee name, route, truck and time leaving the operations base which is used to open the route in Infopro. Opening the route allows the Dispatch team to modify the route as additional requests are communicated to Republic by customers.

- BEST IN INDUSTRY DRIVER TRAINING

  Republic's Driver/safety training is without doubt the best in the industry. Republic has, as evidenced throughout this Proposal, invested heavily in safety education for all employees and most especially its collection personnel. Republic's Driver training is comprehensive and is administered daily. Safety topics are well-researched, thoroughly reviewed for compliance and comprehensiveness, compliant with all regulations and delivered per an organized schedule that also syncs with seasonal collection challenges, such as inclement weather or heat.

- PERFORMANCE METRICS

  To ensure outstanding customer service, Republic self-monitors and publishes collection performance metrics internally so that any Republic employee can view Division, Area, Region or overall performance data. Each service opportunity is tracked through to completion. Completion times are assigned for each individual type of service opportunity and cannot be overridden. The following actions are tracked, reported and monitored through InfoPro in connection with services: missed pick up recovery, container delivery, container exchange, container request, extra pick-up request and on-call service request. In the case of missed pick-ups, Republic has a policy of accepting all reports of missed pickups as a legitimate miss, never questioning the customer. Because this information is posted for all employees to see, Republic maintains a low non-compliance rate, as evidenced by the outstanding rates posted by Republic's local divisions. **Galena hauling division averages 1.19 misses for every 10,000 residential customers.**

ADVANTAGE #4: THE RIGHT EQUIPMENT AND THE RIGHT PEOPLE

Republic has a rigorous employee recruiting and retention program. Republic is committed to not just being a service provider of choice, but also an employer of choice. It is Republic's goal to provide every employee with a rich, rewarding career experience and the leadership team is committed to talent development, career advancement and training. Republic's Human Resources team holds monthly career pathing conversations where employees can discuss their futures with Republic. Development plans are created to help employees reach their career potential in a particular function or to expand into other areas.

Republic also maintains an average spare fleet of 17 percent. Also, because Republic purchases over 750 collection vehicles each year, it has considerable design input, which has yielded collection vehicles with optimized carrying capacity, which significantly reduces emissions and vehicle miles traveled. Republic's clean fleet initiatives are being introduced in every region of the United States. Republic's is making significant efforts to reduce diesel fuel consumption and improve air quality to the greatest possible extent through its expanded use of alternative fuels. At the current rate of conversion, Republic plans to have more than 3,100 trucks nationwide running on natural gas and other alternative fuels by the end of 2015.

In addition to recruiting, training and retaining the very best employees—providing them with the right equipment, incentives and ongoing extensive training, Republic also has in place a dedicated and elite team of collection personnel specifically trained to respond on a moment's notice to emergency situations.



Requirements

REQUIREMENTS: (Section 1.3), (B. Technical Information (1) and (c) (f) page 20)

SOLID WASTE

Republic Services will continue to provide the City with well-trained and experienced personnel and equipment to provide high quality solid waste management services to perform the duties as outlined in this proposal in an efficient and adequate manner. Republic Services and personnel have the experience and equipment to fully satisfy the requirements presented in the RFP. Republic Services will at all times have their trucks in good working order to perform its duties adequately and efficiently. The proposed plan of operation for waste for this contract will remain unchanged. Routes will continue to operate under the current conditions with no changes in the pickup schedule. This will allow for no confusion or disruption in service. Republic has a deep understanding of the service area and assures a seamless and successful transition with no surprises to the customer. Republic will utilize the 95 gallon cart for all trash pickup on a weekly basis. RSG will also provide a second cart for those who require this for no additional fee. Republic currently has close to 20,000 carts in place today for Joplin residents.

If at any time, RSG must need to make changes to the current routes due to growth or efficiency we will notify the city prior to making the changes. RSG will provide those who would be affected with sufficient notice of any changes. This would be done thru a "tagging" system in which we would tag each house affected with the proper information and advanced notice.

Republic will resolve all complaints or issues as required in the RFP. All issues will be logged into Infopro with resolutions also documented. RSG will comply with all the requirements for reporting regarding such issues as expressed in the RFP. RSG will work with the City in reporting and providing the needed information in whatever manner the City wishes to receive this information.

BULKY ITEMS

All bulky items will be placed curbside on their regular service day and will be serviced on a weekly basis just as they are today. No requirement is needed to call customer service for such items to be picked up. This program will remain unchanged as the residents of Joplin have been participating in this program for some time. This will allow no disruption or change in their current service. This service will be included in the base residential rate.

YARD WASTE

The required yard waste will be placed curbside in their cart or curbside on their regular service day and will be serviced on a weekly basis as they are today. No requirement is needed to call customer service for such items to be picked up. RSG encourages the cart to be utilized for the yard waste. This program will remain unchanged as the residents of Joplin have been participating in this program for some time. This will allow no

disruption or change in their current service. This service will be included in the base residential rate.

RECYCLING

The proposed plan of operation for subscription recycle will utilize a 95 gallon cart for all recycle pickup on a weekly basis **beginning April 1, 2016**. The resident will place cart in the same area of the trash cart. A separate new front load residential truck will collect all recyclables. Republic will purchase carts and they will remain the property of Republic. All carts, both trash and recycle, will be maintained by Republic. Residents choosing to participate in the recycle program will have two carts; one for trash and one for recycle.

Because this is a new subscription program, Republic will allow a "sign-up" period prior to delivery of any containers. Once the original sign up period is over, carts will be delivered to those choosing to participate in the program. Each cart will have instructions attached to cart explaining the program and what is acceptable. The cart will be the same as the trash cart however distinguished for recycling based on the lid color—Light Blue. After the program starts, residents wishing to start after the initial rollout will be signed up and delivered in accordance to the service standards.

Republic will begin the cart acquisition phase immediately upon authorization by the City in order to start April 1, 2016. Republic has already identified staging locations conveniently located throughout the City. Final staging locations will be selected based on efficiency and safety of cart deployment to customers with City approval. As carts are received they will be delivered to these locations and then deployed methodically according to a well-coordinated and comprehensive plan. Republic generally attempts to complete cart deliveries within route boundary areas on the same day since customers will call in if a neighbor receives a cart when they have not.

Republic will work in conjunction with the City to promote the program to increase participation. Republic will schedule with the grade schools a recycle promotion program to attempt to increase awareness in conjunction with the Recycling coordinator. Examples of the flyer will be included in the proposal for your review.

SINGLE STREAM RECYCLING—COMMINGLED RECYCLABLE LIST OF ITEMS ACCEPTED

- ✓ Aluminum Cans, Trays & Foils (trays and foils must be clean) Examples: Soda cans, beer cans, pie trays, aluminum foil
- ✓ Steel Cans, Tins and Aerosols (all must be empty) Examples: Spray paint, hairspray, air freshener, deodorant spray, vegetable cans, soup cans, etc.
- ✓ Plastics #'s 1, 2, 3, 4, 5 & 7 (all lids and labels may remain on container)

- #1 PET (clear and green plastic resin) such as soda, water, and flavored beverage bottles)
- #2 HDPE (clear plastic and colored resin) such as milk and juice jugs, dishwasher and laundry detergent, fabric softener and bleach bottles
- #3 HDPE (colored plastic resin) such as health and beauty aid products, medication bottles, household cleaners and air fresheners
- #4 LDPE (grocery containers) such as butter, margarine, cottage cheese, sour cream, chip and dip tubs, frozen desert cups, gallon ice cream containers, coffee cans and coffee creamer containers
- #5 PP (grocery containers) such as yogurt cups, narrow neck syrup, spices and seasoning containers, ketchup, mustard, and salad dressing containers
- #7 Plastic Resin such as plastic buckets, kitty litter containers (5 gallon size maximum)

✓ Commingled Paper Fiber—If you can tear the paper it will recycle Examples: Newspapers (remove plastic sleeve), magazines, catalogs, telephone books, office, computer, and notebook paper (no metal clips, spirals, binders), school papers, drawings, pictures, paperback books (no hard covers), mail, junk mail, envelopes (no plastic cards, stick on labels or unused stamps), wrapping paper (no ribbons or bows) and paper bags.

✓ Cardboard and Chipboard Examples: Pizza boxes, cereal, cake, food mix, gift boxes, Soda and beer can carrying cases

CITY FACILITIES:

Republic will provide the needed front load dumpsters for all city facilities. Republic will service in accordance to the services described in the RFP. Both recycling and waste disposal services will be provided as well as roll off services as needed. Equipment will be provided by RSG. Pricing for these facilities is addressed in the pricing tab.

PENDING/EXISTING LITIGATION: (Section 2.8 h.)

There is no current litigation to disclose for Allied Services, LLC for Galena division only. We can provide pending or existing litigation if you need the scope broadened.

EMERGENCY/DISASTER PLAN (B. (c) page 20)

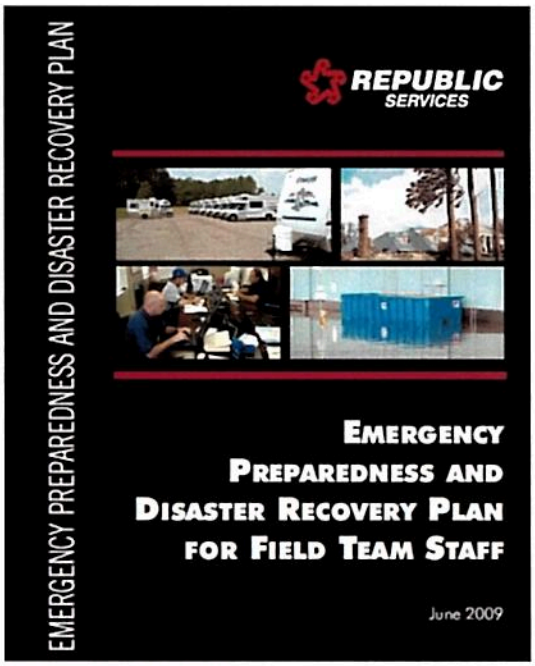
Republic has tremendous experience in assisting communities throughout the southwest cope with inclement weather of all types and other unique service challenges.

Republic is FEMA certified as a critical services provider, securing direct access between Republic and the Agency in case of a natural disaster.

Republic's national and local infrastructure and assets are described throughout this proposal. The following is offered as evidence of Republic's ability to respond to major emergencies, such as natural disasters:

- Republic is a FEMA-certified critical services provider.
- Republic emphasizes preparation for emergencies with little or no advance warning associated with them, demonstrated through the enclosed *Contingency Plan* and Republic safety plans.
- Every Republic Division, nationwide, is responsible for establishing a Partner Division relationship to provide immediate additional assistance as may be required, and this is true in the Joplin area;
- Several local and neighboring hauling divisions with hundreds of trucks, employees, and a post-collection infrastructure to support clean-up efforts.





Republic's *Contingency Plan* is continually updated, with a first focus on the protection of human health and the environment. The *Contingency Plan* provides guidance to local business units in preparing for an emergency or recovery of a natural disaster. Each Republic Senior Vice President is an owner of this plan and implementation of it in their region. The *Plan* also accomodates differences in threats based on geography through a structure of varying layers of preparation.

Note: Republic's *Contingency Plan* is 188 pages in its entirety. As such, Republic has conveyed the plan's *Key Components* on the following page. If the City is interested in viewing the entire document, Republic will provide it upon request.

REPUBLIC SERVICES

We'll handle it from here.™

JOPLIN EXPERIENCE

May 22, 2011 was one of the most devastating tornados ever recorded. Republic quickly mobilized equipment and personnel from across the nation to accomplish what would seem impossible. Revitalization of disaster planning at the corporate level occurred after this tornado. Republic was on site, performing cleanup work in Joplin days before any governmental agency was deployed and working. There is no way to convey in words Republic's ability to not only disperse equipment and personnel to commence cleanup of the unimaginable amounts of waste in Joplin, but the extreme care it took of its employees and their families during this critical time such that work could progress. The company provided housing, hot meals, grocery money, and a stipend to every family affected.

Republic replaced over 4,500 carts and hundreds of commercial dumpsters. Republic worked daily with the city in order to make sure that they knew "*We'll handle it from here*" hoping to allow them to focus on other important issues. Road signs were gone and thousands of people without electricity—an experience none of us will ever forget. For months the cleanup ensued and Republic was there every day. There are many reports of the cleanup tonnage but what is not included is the residential tonnage that was serviced by Republic. Tons of household garbage was removed (all refrigerated items, household debris) under the residential contract with no questions asked as Republic worked endless hours contributing to recovery efforts for the City of Joplin. It was our privilege to show the City of Joplin the unending support from Republic through this unimaginable time. This was our community, our families, our customers and our friends and together we made the unimaginable suddenly seem manageable.



- CITY OF BELLA VISTA ARKANSAS
  P.O. BOX 5655
  BELLA VISTA, AR 72714
- CITY OF BENTONVILLE ARKANSAS
  117 W. CENTRAL
  BENTONVILLE, AR 72712
- CITY OF CARTHAGE MISSOURI
  326 GRANT
  CARTHAGE, MO 64836
- CITY OF CARL JUNCTION MISSOURI
  P.O. BOX 447
  CARL JUNCTION, MO 64834

EXPERIENCE/REFERENCES (Sec 2.8 d.)

The City of Joplin has the unique advantage of knowing first hand the unparalleled quality of service provided by Republic Services. The Company stands committed to providing the best service possible maintaining our undeniable track record of success, integrity and proven reputation in Joplin while continuing to be stewards of our environment and communities we serve. **With Republic's history of minimal issues and numerous compliments, our best statement of experience is the citizens of Joplin, Joplin City Council, Joplin City Manager, Joplin Mayor and City staff.**

Other local communities proudly serviced by RSG:

City of Bella Vista Arkansas
Mayor Peter Christie
Residential Solid Waste and Recycling
479-876-1255
20 plus years experience

City of Carthage, Missouri
Tom Short, City Manager
Residential and Commercial Waste
417-237-7004
10 plus years experience

City of Bentonville Arkansas
Mayor Bob McCaslin
Residential and Commercial Solid Waste
479-271-5966
30 plus years experience

City of Carl Junction, Missouri
Mayor Mike Moss
Residential and Commercial Waste
417-649-7237
20 plus years experience

More references are available if needed as we service over thirty municipalities in the area



REPUBLIC'S JOPLIN CREW

HOLIDAY SCHEDULE (Sec B. (d) page 20)

Republic will continue to observe six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If the holiday falls during the week, route days will be delayed one day with Friday being serviced on Saturday.

INCLEMENT WEATHER POLICY (Sec B. (d) page 20)

During periods of inclement weather, primarily snow and ice, Republic may need to delay or suspend collection for the safety of the public and the Company's employees. The operations team will evaluate each situation as it arises and make a unified decision to suspend or delay collection for the entire City depending on the condition. If this occurs, collection days will be moved back in accordance to the suspension. Normally if one day is missed, services will be one day behind. If two or more days are missed, regular service will resume once it is safe. Those missed due to weather will be serviced their next service day taking all waste. Areas that are deemed unserviceable due to the weather conditions will be collected as soon as conditions allow. Notification will be on the City website, local Republic website and local television stations. Republic will continue to work with the City as demonstrated in the past to resume service as quickly as feasible. In rare situations, special arrangements may be made to provide service in the event of a long period of delay. This information is described in the Emergency/Disaster Plan.

DISPOSAL SITES (Sec 2.8 f.)

Republic will utilize two possible landfills, Prairie View Landfill in Lamar, MO and Resource Recovery in Cherryvale, KS. Both landfills are owned and operated by Republic Services and are currently in compliance with all applicable site regulations and permitting requirements and has no current regulatory concerns. Prairie View is located at Junction Hwy DD and I-49 and Resource is located at 4237 County Road 5300. Remaining capacity on Prairie View is 10,000,000 cubic yards or 22 years of expected life remaining. Their solid waste permit does not expire. Prairie View Landfill is a waste to energy landfill and also provides funding to the Region M Solid Waste District. Resource Recovery has remaining capacity of 790,000 yards or 13 years expected life remaining. Their solid waste permit is renewed annually in July. Republic has access to many years of disposal which will ensure the Joplin residents that all disposals will meet the requirements under the law. Republic will utilize the Galena Transfer Station located at 1715 E. Front Street in Galena, KS. Waste will be dropped at this facility and then transferred via transfer trailers to one of the above mentioned landfills. Information regarding the disposal sites is located in the Additional Information tab.

Republic's current plan for recycling drop off will be Triple R Recycling, LLC, which is a **local Joplin Missouri** company. They are located at 510 S. Tyler Avenue. The

information regarding Triple R Recycling LLC is located in the Additional Information tab. They will process and then ship to New American Recycling Company in Springfield, MO. They are located at 357 N. Forte Avenue. This location has capacity per day of thirty tons and operates under a Springfield Business License #BUS2013-00474.

Customer Experience

CUSTOMER SERVICE

Republic takes pride in the efficiency of its call center and team of professional, experienced Customer Service Representatives (CSRs). To create customer service excellence, Republic continually develops its extensive library of customer service training materials, programs, and tools which are regularly reviewed and updated. All current CSR's have extensive knowledge and expertise in the Joplin contract. Again, Republic customer service metrics are tracked internally, and **all** employees receive initial and ongoing customer service training.

CUSTOMER SERVICE/ROUTE INFORMATION INTERFACE

Republic's technology expertise is grounded by a team of seasoned information technology professionals dedicated to the identification, development, and integration of advanced and appropriate technology solutions to automate data capture and reporting functions to the greatest possible extent. Republic currently uses, in several US markets, a sophisticated suite of integrated applications to ensure Republic and its municipal clients have access to accurate data. The brief description of each primary technology component follows.

INFOPRO

Republic's InfoPro software is the backbone of the Company's customer management system, as indicated previously. InfoPro is the main customer database. Billing information, service location, container specification, and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to the Accounts Receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts are stored in the service location section.

The container's routing, processing/disposal and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as: monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates, and supplemental service rates. Historical rate information is also retained. Each service location (site) within the customer account has a unique contract number; each service location can have multiple containers types such as front loader, front loader recycling, or roll-off. Line of business is designated at the container level.

There is a high level of data flow and interaction between the different modules, thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point, history files are updated, charges are generated for customers, production values are updated, container inventory is updated, and preventive vehicle values are also calculated. InfoPro routing and dispatch modules are fully integrated with Republic's customer portal, *My Resource* which allows customers to view their accounts and service levels, review and pay invoices, and submit service requests.

TRUX

TRUX Weigh-IT is the industry standard software for ticketing, billing, materials management, and accounts receivable processing in the waste industry. Designed specifically for landfills, transfer stations, and recycling facilities. Weigh-IT is a Windows-based application which uses the .NET platform and Microsoft SQL service technology to organize and securely store data. Weigh-IT is scalable and capable of handling operations and billing processes for any size company, from single-site facilities to multiple scale locations with centralized reporting. Scale ticket entry has been optimized to be as quick and efficient as possible, allowing scale operators to process loads quickly. All Republic-owned facilities as of 9/30/14 and listed in this proposal run TRUX software.

DOSSIER

At its core, Dossier includes a powerful and flexible relational database which helps users manage fleet assets. Dossier allows for the definition of an unlimited number of asset categories, and each category may have an unlimited number of user defined characteristics. There is no practical limit to the number of assets which may be maintained with the Dossier system. Installed Dossier system sizes ranges from single locations with less than ten assets, to large enterprise systems with hundreds of shops or sites, hundreds of thousands of assets, and thousands of users. Assets can be added or inactivated at any time by user personnel with appropriate program security credentials.

Dossier also provides the business management environment for the support of maintenance management, namely cataloging of maintenance, operations, and management personnel along with relevant licenses and certifications, parts, or along with relevant licenses and certifications, parts and inventory management, as well as a purchasing environment for materials and externally sourced services.

In addition to characterization of static asset data, Dossier's unique architecture allows for the definition of hierarchical scheduled maintenance activities and equipment and parts warranties based on time and/or utilization. Once assets exist in Dossier, the program tracks all asset activity, including, but not limited to:
Scheduled and unscheduled work, including cost, parts, technician, and time spent; Work and cost performed by external providers; The asset utilization in terms of miles and hours; Fuel and parts inventory and individual asset usage; Special handling for tires, and tracking even if transferred to different assets or sent out for recapping; Requests for work or repairs reported by drivers and technicians.

Data capture functions are automated in Dossier eliminating duplicate entry and associated errors. Some of this automation is achieved within Dossier and some is the result of live interfaces to other business systems. For example, Dossier can electronically import fuel dispensing systems records and external provider work records.

The true benefit of Dossier's ability to integrate data from a variety of sources, as in the above example, is the resulting business analysis and decision support, including cost and productivity optimization, compliance, and safety management. Dossier includes management dash-boarding for key fleet metrics such as fuel cost and efficiency, preventive maintenance on-time scorecard, and more. The system containers over 150 built-in reports which allows Republic to get clarity and so drive improvements and change in its fleet operations. Dossier is a best-in-class fleet management tool designed to optimize maintenance operations.

MY RESOURCE



Republic's *My Resource* web portal and mobile application allows customers to self-manage their services. After a one-time registration process, users can establish their billing and notification preferences and grant/restrict access for other account users.



Through *My Resource*, customers can view account information, services, view multiple accounts and set preferences across multiple accounts, and view service details at each location in the account. Customers can self-manage the following functions:

- Schedule an extra pick-up;
- Report a missed collection and reschedule service;
- Schedule container repair; etc.

My Resource™

All new technology made with your customers' needs in mind.

Use this sheet as a guide to help communicate the benefits of My Resource with your customers:



Easy signup

Visit RepublicOnline.com, or go to the App Store/Google Play Store and search My Resource to download the app. Then, create a username and password – it's simple and free.

Service requests with the touch of a button

- Schedule a pickup
- Report a missed pickup
- Request a container repair
- Discover new products and services

Simplified location management

From any device, you can view all your business locations and their services, as well as add or remove account users.

Organized records

My Resource lets you view past bills and service requests.

Prompt notifications

Pay on time, all the time with optional email notifications about upcoming bills.

Convenient payment options

Pay your bill anywhere, on any device, or select auto payments. Not for you? No problem. We can continue sending a paper bill, instead.

One Blue Planet™ for all

My Resource makes it easy to benefit your business and the planet.

HELP CUSTOMERS SIGN UP FOR MY RESOURCE IN 4 EASY STEPS.

1. Visit RepublicOnline.com, or go to the App Store/Google Play Store and search My Resource to download the free app.

Available on the App Store | ANDROID APP ON Google play

2. Click "First time here? Please register."
3. Have your customer enter their account number, invoice number and email address, and click "Sign Up."
4. Follow the directions on screen to finalize registration.

Don't forget! Encourage customers to learn more about how they can benefit their business, home and life at RepublicServices.com

REPUBLIC SERVICES

We'll handle it from here.™

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CUSTOMER EXPERIENCE—A REPUBLIC PRIORITY

Republic views customer service not merely as a function, but rather as the reason it is in business. As such, a laser-like focus on customer experience is woven through all aspects of daily business at Republic, as is evidenced by Republic's customer service training, which is comprehensive, geared toward each particular position type, assigned, required initially and annually thereafter, and monitored. Recognizing the importance technology plays in measuring and improving performance and customer satisfaction, in addition to the sophisticated suite of tools in current use at Republic, the Company has charted a critical path to evolve its technology to enhance environmental mindfulness, accountability, and customer service providing real-time metrics and enabling additional communications channels for the City and customers.

Republic self-monitors its performance and has built in the ability to do so at every level. For example, Customer Service Representative (CSR) performance is monitored through the automated collection of a number of metrics and also through live monitoring of phone calls. Republic is committed to one-call resolution of all customer inquiries. Driver performance is monitored through the gathering of metrics from a variety of sources and the posting of these metrics on the Company intranet to inspire friendly competition among hauling divisions. Results are monitored and used to help employees continue to develop along their chosen career paths and so Republic can hold true to its model of continuous improvement. Republic's *Customer First* principles guide employee interaction and the prioritization of work throughout the Company.

As one of the nation's leading waste services companies and holding a significant share of the four states municipal accounts, Republic brings to the City a toolkit of sophisticated resources which will likely exceed the City's customer service requirements.

Delivering an exceptional customer experience to each customer is Republic's first priority and the cornerstone of program success. Each and every Republic employee, from Drivers to Republic's executive team, receives formal initial and ongoing customer service training.

Recognizing the importance technology plays in measuring and improving performance and customer satisfaction in the management of exclusive municipal collection franchises, Republic will utilize advanced resources to provide an exceptional level of efficiency, environmental mindfulness, accountability, and customer service providing metrics and enabling additional communications channels. These resources and tools are the result of a thorough investigation of Best Available Technology (BAT) and the collaborative efforts of Republic's Geospatial Intelligence, Information Technology, Customer Service, and Marketing teams.

Customer First Principles

These guide Republic's daily operations and customer interactions to ensure consistently excellent service.

1) Quality Personnel

Republic recruits and retains highly skilled and experienced personnel and compensates and incentivizes them accordingly.

2) Easy Communications

Republic maintains a high ratio of CSRs to customers so that customers have as much time with Republic CSRs as necessary to respond to any inquiry or permanently resolve any service matter. Customers have multiple communication channels to Republic's customer service team to facilitate open and easy communication.

3) Timely One-Call Resolution

Republic has detailed policies and procedures for its customer service systems and controls which facilitate expeditious concern resolution and follow-up. Republic's use of proven and appropriate methods, field communication, and same-day complaint resolution translates into timely and efficient response.



When customers contact Republic through the My Resource web portal or mobile application, information is immediately and directly sent to the proper department for prompt handling.

4) The Customer is Right

Republic employees are coached to give the benefit of the doubt to every customer even if facts may imply customer error. This friendly approach generally mitigates future calls and prevents unnecessary complaints to City staff.

5) All Republic Employees Trained in Customer Service

To ensure a high level of quality service, all Republic employees including drivers, administrative personnel, and managers, are regularly trained in customer service, ensuring efficient and professional processing of all customer interactions.

Managing Customer Inquiries

Republic's *Information Technology* and *Geospatial Intelligence* executives have thoroughly reviewed and understand the scope of the City's aspirational range of customer service tools and technology requirements.

When fielding a customer request, CSRs immediately access the customer's account information in Republic's customer management system, InfoPro. Republic owns the InfoPro application and continues to invest in it. When a new technology must be integrated, Republic's IT team makes the necessary modifications. CSRs can access all pertinent customer information through InfoPro, including service address, pick-up day, rate, service level, and a complete history of service requests and resolutions.

After determining customer need, CSRs input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

- If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.

- If the request requires action on the part of Republic, a work order will be generated for the appropriate department address, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.
- When customers contact Republic through the My Resource web portal or mobile application, the process is automated, and information is immediately and directly sent to the proper department for prompt handling.

Republic Route Supervisors spend the majority of their time working in their assigned area(s), which enables them to meet drivers at the customer location to ensure quick, permanent resolution.

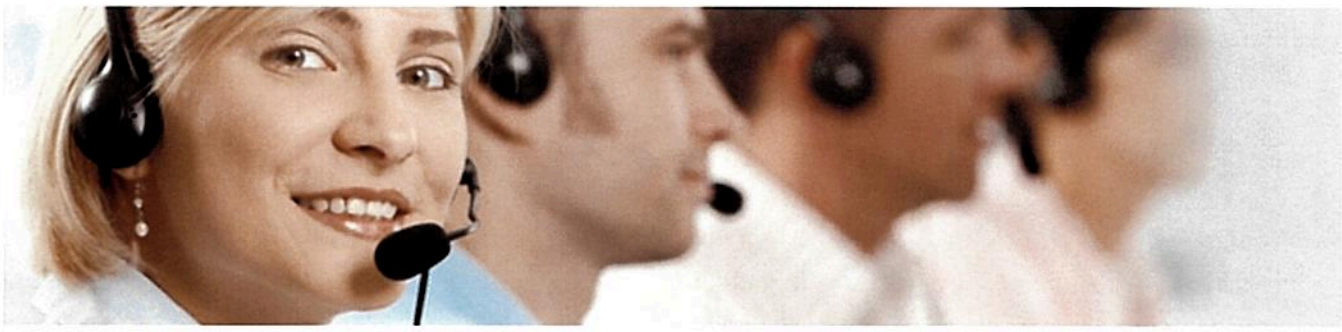
Common Customer Requests and Concerns

Expedient handling of customer requests occurs per the process flow chart located on the following page, with relevant narrative below. Common customer requests and concerns are tracked and reported by Republic business unit company-wide, which has resulted in an exceedingly high level of customer service.

Missed Pick-Ups, Late Setouts, Spills, and Litter

When a missed collection is reported—whether a miss actually occurred or not, Republic's operations team takes it seriously and responds immediately as if every incident is actual. The Route Supervisor completes a root cause analysis on each miss, and addresses it with the driver. Together they drill down on the incident to permanently resolve issue or the conditions that created it. The final step is to call the customer and apologize for the error and gather customer feedback. This ensures a cycle of continuous improvement. The general procedure for addressing all customer service inquiries and concerns is:

- Process a work order for a missed pick-up, late set out, or spills and litter resulting from collection.
- Republic's CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the task has been completed.



Exceptions

EXCEPTIONS:

This RFP is submitted with the following as noted exceptions.

1. Definitions. The following definitions need to be in the final contract:

- "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

- "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

2. Insurance. The following changes need to be made to Section 20 on pages 29-31:

- Remove the requirement that the form and limits of cover are subject to approval by City of Joplin, as noted – the limits are stated in this agreement. As for the form, that is established by Republic's insurers for all of Republic's customers, not just this particular one.
- Remove the requirement to provide copies of policies. All cover is evidenced via a certificate of insurance and, if applicable, policy endorsements.

- Revise the notice requirement - Republic's insurers have agreed to provide a thirty (30) day written notice in the event of policy cancellation. For the general liability and the auto liability policies, notice is also available for non-renewal and material change (but not on the workers' compensation policy).
- Remove the reference to professional liability – this is not a required cover and it is not applicable to the service that Republic provides.
- Add "except workers' compensation" to the additional insured requirement – additional insured status is not applicable to the workers' compensation cover

3. Termination. Section 7 of the sample contract should be revised as follows: (a) make the termination for default mutual; and (2) delete the City's ability to terminate for convenience.

4. Appropriation of Funds. Section 12 should be deleted. The City should have an ordinance in place requiring residents to pay for trash services, and therefore should not be at risk for non-appropriation of funds.

5. Title to Waste. The following needs to be added to the contract: "Title to and liability for any Unacceptable Refuse shall at no time pass to Contractor."

6. Indemnity. Bidder will indemnify the City to the extent of bidder's negligence or willful misconduct, breach of the agreement or breach of applicable law. Bidder cannot agree to indemnify for all damages or injuries cased to persons or properties arising out of the contract, but will indemnify for its own fault. This is an exception to Section 21(B) of the contract. Section 21(C) should extend only to contractor's employees.

7. Force Majeure. The following should be added to the contract: "Except for the City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, strikes, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such

agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor."

8. Recycling. All efforts will be made to service recycling on the same day of trash. Because it is subscription and participation is unknown, Republic would reserve the right to make changes on day of service if needed due to low participation numbers. We are hopeful that participation will be high and Republic will work in conjunction with Joplin in order to promote recycling so service will be provided on the same day. Republic will notify the City of any such changes in the recycling plan.

9. Complaints. Page 14 has several references to responding to complaints in 24 hours. We recommend changing that to one business day

Pricing

ENHANCEMENTS TO BASE PROPOSAL

Republic is proposing enhancements to the current program. These value added services will be implemented for its citizens.

- We're Looking out for You Program will be implemented. This is a crime prevention and safety enforcement initiative that enlists the active participation of our drivers, in cooperation with law enforcement and emergency services, to reduce crime and maintain neighborhood safety. Our network of drivers will be an invaluable Neighborhood Watch resource by serving as extra and alert "eyes and ears" in your community
- Residential Recycling Campaign—education and support to increase the recycling efforts will continue for single stream recycling. Republic, in conjunction with City approval and the recycling coordinator, will schedule informational sessions at the local grade schools to improve awareness. This program has been a huge success in our other markets and gives us another great opportunity to support our local community.
- My Resource 2.0—enhanced customer based program for all your service needs

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 FIVE (5) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ 11.18 **PER MONTH/RESIDENTIAL UNIT**

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ 15.93 **PER MONTH/RESIDENTIAL UNIT**

ITEM THREE: 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:

Total Monthly Charge for Solid Waste and Recycling Services for City Facilities: $6697.43 PER MONTH

(To be calculated for the month of July)

The monthly fee for each location shall be calculated using the following formula:

(Number of Containers) X (Frequency of Pull) X (Unit Charge per Pull) X (4.33 weeks/month) = Charge per month per location

Unit Charge for Pull and Transport to Designated Solid Waste Disposal Facility or Recycling Facility:

CONTAINER SIZE	SOLID WASTE PRICE PER PULL	TIPPING FEE PER TON	RECYCLING CONTAINER PRICE PER PULL
40 Cubic Yard Roll-Off	$165.00 each	$42.00	$165.00 each
30 Cubic Yard Roll-Off	$165.00 each	$42.00	$165.00 each
20 Cubic Yard Roll-Off	$165.00 each	$42.00	$165.00 each
City-owned 30 Cubic Yard Roll-Off	$165.00 each	$42.00	$165.00 each
2 Cubic Yard Dumpster	$5.50 each		$5.50 each

4 Cubic Yard Dumpster	$11.00	each	$11.00	each
6 Cubic Yard Dumpster	$16.50	each	$16.50	each
8 Cubic Yard Dumpster	$22.00	each	$22.00	each
90 or 96 Gallon Polycart	$3.46	each	$3.46	each

The City may from time to time require roll-off containers for special events and activities.

NOTE TO PROPONENTS:
The City reserves the right to modify the number of containers and the frequency of collection on an as needed basis. The successful Proponent can anticipate a number of changes in the frequency and number of containers stipulated for the recycling services for city facilities. As this is a new service, only estimates of the level of service have been included in Appendix A. As the frequency and/or number of containers change, the monthly charge shall be adjusted accordingly using the quoted Unit Charges above. The City shall pay the successful Proponent for the actual number of pulls provided.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City-owned 30 Cubic Yard Roll-Off	$165.00 each

The City-owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

2) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	Zero
Years 3, 4 and 5 – 2% per year	2% each year
Years 6 and 7 – 2% per year(if option to extend is agreed to)	2% each year

Certificates/Bonds

Bond No. Bid Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Allied Services, LLC dba Republic Services of Galena, the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Blvd, Suite 321, Mayfield Heights, Ohio 44124, the Surety, are hereby bound unto, City of Joplin the Obligee, in the penal sum of Ten Thousand Dollars and 00/100 ($ $10,000) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Solid Waste and Curbside Recycling Collection and Disposal Services for the City of Joplin Missouri RFP: #101-2016.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 3rd day of November, 2015.

Allied Services, LLC dba Republic Services of Galena
Principal

By: _____
John E. Drummey, Jr. Attorney-in-Fact Title

Witness: _____
Brandi Heinbaugh

Evergreen National Indemnity Company
Surety

By: _____
Timothy S. Buhite Attorney-In-Fact

Surety Phone No. 440-995-5100

Witness: _____
Simone Rae Frederick

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC.,
a Delaware Corporation

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 18 day of November, 2014 by Eileen B. Schuler, Assistant Secretary.

Notary Public State of Arizona
Maricopa County
Jessica Ann Beatty
My Commission Expires 05/25/2018

Notary Public

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Timothy S. Buhite
its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker , President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

_____
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 3rd day of November, 2015.

_____
Wan C. Collier, Secretary

WELLS FARGO INSURANCE

Wells Fargo
Insurance Services USA, Inc.
CA DOI # ODO8408
999 Third Avenue
Suite 4100
Seattle, WA 98104

Tel: 206 731 1200
Fax: 206 731 1209
Toll Free: 888 785 2878

November 3, 2015

City of Joplin
602 S Main
Joplin, MO 64801

RE: Allied Services, LLC dba Republic Services of Galena

Gentlemen:

We are writing to you at the request of Allied Services, LLC dba Republic Services of Galena . This principal has or is about to submit a proposal for Bid for Residential Solid Waste and Curbside Recycling Collection and Disposal Services for the City of Joplin Missouri RFP: .

If a contract for this work is awarded to Allied Services, LLC dba Republic Services of Galena , Evergreen National Indemnity Company a surety licensed to conduct business in the State of MO has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Timothy S. Buhite
Attorney-in-fact
Evergreen National Indemnity Company

Together we'll go far



EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

POWER OF ATTORNEY

POWER NO. Letter of Intent

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Timothy S. Buhite
its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

NOTARIAL SEAL
STATE OF OHIO
PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

_____
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 3rd day of November, 2015.

_____
Wan C. Collier, Secretary

Performance Bond

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, that _____, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the _____, as Obligee, in the penal sum of _____($_____), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for _____ with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Not withstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.

2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
   a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
   b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.

4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Sample Only

Signed, sealed and executed this _____ day of _____.

_____

Principal

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By:_____
Title

(Corporate Seal)

By:_____
Attorney-In-Fact

(Corporate Seal)

Witness:_____

Witness:_____

Sample Bond

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 Newton)

Before me, the undersigned Notary Public, in and for the County of Newton, State of Missouri, personally appeared Jennifer Fagan *(Name* who is Municipal Manager *(Title)* of Allied Services 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: Jennifer Fagan

Subscribed and sworn to before me this 10 day of December, 2015.

Notary Public

My commission expires: 2/10/2018

KATY L. MYERS
Notary Public - Notary Seal
State of Missouri, Jasper County
My Commission Expires Feb. 10, 2018
Commission # 14822642

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL FOR SOLID WASTE COLLECTION SERVICES FOR THE CITY OF JOPLIN IN THE STATE OF MISSOURI

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JENNIFER FAGAN** holds the title of Municipal Services Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 30th day of October, 2015.



Eileen B. Schuler, Secretary

Corporate Data Sheet Report

As of October 29, 2015

Allied Services, LLC

Formed in Delaware on 11/13/1997

Status: Current
Entity Type : Limited Liability Company
Federal ID #: 86-0897719 **Internal #:** 06
Domicile:

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	Title
Steven Heath Eddleblute	President
Brian A. Bales	Vice President
Tim M. Benter	Vice President
Justin Boswell	Vice President
Brian M. DelGhiaccio	Vice President
W. T. Eggleston, Jr.	Vice President
James H. Olson	Vice President
Michael P. Rissman	Vice President
Timothy E. Stuart	Vice President
Andrew J. Sweet	Vice President
Marsha A. Lacy	Treasurer
Lawrence Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
Tim M. Benter	Assistant Secretary
W. T. Eggleston, Jr.	Assistant Secretary
Michael P. Rissman	Assistant Secretary
Andrew J. Sweet	Assistant Secretary

Direct Owners

	Registered in	%Ownership
Allied Green Power, LLC	Delaware	
Allied Waste Landfill Holdings, Inc.	Delaware	1.0000 %
Allied Waste North America, Inc.	Delaware	99.0000 %

Registrations

		Charter No.	Tax ID No.	Date	End Date
Alabama	Qualification	FLL 611-706		11/13/2006	
Arizona	Qualification	R-0836418-0		03/30/1998	
Arkansas	Qualification	100216015		07/25/2002	

Allied Services, LLC

Registrations

		Charter No.	Tax ID No.	Date	End Date
Delaware	Formation	2820612		11/13/1997	
Florida	Qualification	M02000001064		04/25/2002	
Georgia	Qualification	K740504		11/20/1997	
Illinois	Qualification	00155659		12/19/1997	
Iowa	Qualification	248428		12/28/2000	
Kansas	Qualification	2963965		06/17/2004	
Missouri	Qualification	FL0016142		11/20/1997	
North Carolina	Qualification	0445776		12/22/1997	
Oklahoma	Qualification	3712283076		08/17/2010	
South Carolina	Qualification	none	N/A	12/23/1997	

STATE OF MISSOURI

Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, 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

ALLIED SERVICES, LLC

using in Missouri the name

ALLIED SERVICES, LLC
FL0016142

a DELAWARE entity was created under the laws of this State on the 20th day of November, 1997, and is Active, having fully complied with all 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, this 29th day of October, 2015.

JASON KANDER
Secretary of State

Certification Number: CERT-10292015-0044

E-Verify

Company ID Number: 40635
Client Company ID Number: 356105

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), **Allied Services, LLC** (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 or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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 non-citizens 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 employees 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 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 make available to the Employer (through the Designated Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials 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 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 employees' 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 photocopy must be of sufficient quality to allow for verification of the photo and written information. 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 good faith 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 and E-Verify system 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, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. 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. 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 the E-Verify system 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 in private of the finding and providing them written notice of the findings, 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, as applicable, 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.

Company ID Number: 40635
Client Company ID Number: 356105

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

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 existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

    b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

    c. Federal contractors with the FAR E-Verify clause 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 with the FAR E-Verify clause in E-Verify 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 with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

    d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: 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. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 with the FAR E-Verify clause 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 with the FAR E-Verify clause 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.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing 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.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their Designated Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt 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 Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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 and express mail account (pain for at employer expense).

7. If the Employer (through the Designated Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the Designated Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 40635
Client Company ID Number: 356105

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

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, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause 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 with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause 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 participants that are not Federal contractors with the FAR E-Verify clause, 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 it is a Federal contractor with the FAR E-Verify clause, 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 responsibilities 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.

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.

Allied Services, LLC (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 **Allied Services, LLC** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

E-Verify

Company ID Number: 40635
Client Company ID Number: 356105

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.

Approved by:

Employer **Allied Services, LLC**

Alexandra Lee

Director - Employment Practices
Title

9/21/10
Date

Designated Agent **LawLogix Group, Inc.**

Craig Duff

Title

09/08/2010
Date

Department of Homeland Security – Verification Division

Title

Date

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

E-Verify

Company ID Number: 40635
Client Company ID Number: 356105

Company Name: Allied Services, LLC

Company Facility Address: 36 Bella Vista Way
Bella Vista, AR 72714

County or Parish: BENTON

Employer Identification Number: 860897719

North American Industry Classification Systems Code: 562

Parent Company:

Number of Employees: 1,000 to 2,499

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2015

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 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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E: National Liability & Fire Insurance Co	20052
INSURER F: ACE Property & Casualty Insurance Co	20699

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 840319** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			HDO G27394425	06/30/2015	06/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ISA H08857799	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B A C A D	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		WLR C48152351 - AOS WLR C48152363 - CA/MA SCF C48152375 - WI WCU C48152387 - OH XS TNS C48136254 - TX NS	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 4393 - Named Insured Includes: Allied Services, LLC - Dba: Allied Waste Services of Galena - Republic Services of Galena

CERTIFICATE HOLDER

City of Joplin
602 S Main St.
Joplin, MO 64801
United States

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

GENCY	NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
OLICY NUMBER See First Page	
ARRIER See First Page / NAIC CODE	EFFECTIVE DATE:

DDITIONAL REMARKS

HIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

ORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48136254) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.

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AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

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:

See Exceptions tab 8

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 Republic Services of Galena

By _____
(Authorized Person's Signature)

Jennifer Fagan
(Print or type name and title of signer)

Company Address 1715 E. Front St
Galena, KS.

Telephone Number 4174993739

FAX: _____

Date: 12/10/15

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 11/17/15

Addendum No. 2 Date 11/22/15

Addendum No. 3 Date 12/3/15

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Email jfagan2@republicservices.com

FEID No. 86-0897719

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2963965

Entity Name: ALLIED SERVICES, LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 28, 2000, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of December 01, 2015

Kris W. Kobach

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 732128 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

Additional Information

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT DETERMINATION FORM

REASON FOR DETERMINATION

Special Use Case No.: 011-14
Date of Action: 03/10/2014
Action: Approved
Expiration Date: March 2016

Submit Questions To:
Planning & Community Development Director
602 South Main Street
Joplin, MO 64801
(417) 624-0820, Ext. 510
FAX (417) 625-4738

On March 10, 2014, the City of Joplin Planning and Zoning Commission at its regular meeting recommended Approval of a special use permit for the operation of a solid waste collection and processing facility for recycled materials to be located at 510 S. Tyler Avenue.

In recommending Approval of this special use permit, the Planning and Zoning commission considered all standards listed in the Zoning Regulation, and all other conditions listed for that use in other sections of these regulations. In addition, the Planning and Zoning Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

Conditions:

1. This Special Use Permit is issued to Triple R Recycling for the operation of a solid waste collection and processing facility at 510 S. Tyler Avenue.
2. The permit shall be valid for two (2) years renewable in March 2016.
3. Any outside area used for operations and/or storage must be screened.
4. No loose material shall be stored outside of the facility.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

Troy Bolander
Planning & Community Development Director

CITY OF
JOPLIN
MISSOURI

Business name . : TRIPLE R RECYCLING LLC
Phone number . : (417) 291-7560 Ctl nbr . : 18192
Location addr . : 510 S TYLER AVE JASP
Lic Nbr/Class . : 16 00024757 JUNK DEALER
Issue date . . : 8/28/15 Expiration date . : 4/14/16

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

TRIPLE R RECYCLING LLC
510 S TYLER AVE
JOPLIN MO 64801

Bureau of Waste Management
Curtis State Office Building
1000 SW Jackson, Suite 320
Topeka, KS 66612-1366

Phone 785-296-1600
Fax 785-296-8909
bwmweb@kdheks.gov
www.kdheks.gov/waste

Susan Mosier, MD Secretary

Department of Health & Environment

Sam Brownback, Governor

June 08, 2015

Jim Melton
Resource Recovery, Inc
4237 County Rd 5300
Cherryvale, KS 67335

RE Permit Renewal for Permit No 0505, for the following types of permits
MSW Sub-D, Montgomery County

Dear Mr Melton

The Department of Health and Environment is in receipt of the permit renewal fee, updated liability insurance certificate, and financial assurance documentation for your solid waste facility as required by K S A 65-3407

This letter will serve as the permit renewal for the period of July 1, 2015 through June 30, 2016

All conditions, requirements and conformity with plans and specifications referred to and shown on permit 0505 remain in effect Your continuing cooperation with the solid waste management program is appreciated

Sincerely,

Dennis A. Degner

Dennis A Degner, Ph D , P E
Chief, Solid Waste Permits Section

c Montgomery County Commissioners

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

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Kris W. Kobach

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 732128 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

STATE OF MISSOURI
Mel Carnahan, Governor • David A. Shorr, Director
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF THE DIRECTOR
P.O. Box 176 Jefferson City, MO 65102-0176

AUG 7 1997

REGISTERED MAIL # P 331 172 422
RETURN RECEIPT REQUESTED

Mr. Terry Stone, Vice-President
Browning-Ferris Industries
of Springfield, Inc.
2115 West Bennett
Springfield, MO 65807

RE: Prairie View Regional Waste Facility, Browning-Ferris Industries of Springfield, Inc., Solid Waste Disposal Area Construction Permit Number 101104, Barton County

Dear Mr. Stone:

An application for a construction permit has been filed with the Missouri Department of Natural Resources (MDNR) requesting a permit to construct a sanitary landfill designated in the application as the Prairie View Regional Waste Facility, Barton County, Missouri. The application was filed by Midwest Environmental Consultants, P.C. and submitted to the MDNR for review and approval. The application includes engineering plans, specifications, operating procedures, and subsequent correspondence or amendments for the subject disposal area. The application was prepared by Lee D. Tharp, P.E., Midwest Environmental Consultants, P.C. The application has been reviewed for compliance with the Missouri Solid Waste Management Law (Sections 260.200 to 260.345, RSMo), and the Missouri Solid Waste Management Rules.

In accordance with Section 260.205.2, RSMo, the MDNR hereby approves the application and issues Permit Number 101104 to Browning-Ferris Industries of Springfield, Inc. to construct a solid waste disposal area as set forth in the application as the Prairie View Regional Waste Facility. The sanitary landfill is located in the west 1/2 and southeast 1/4 of Section 2, and the

RECYCLED PAPER

east 1/2 of Section 3, Township 32N, Range 31W, Barton County, Missouri. This permit applies only to that tract of land consisting of approximately 705 acres as described by the engineering plans, specifications, and operating procedures submitted to the department. The disposal area will include approximately 113.9 acres, divided into five phases to be used for waste disposal. A portion of the permitted area includes an existing sanitary landfill denoted as the Lamar Sanitary Landfill, Permit Number 101103 which is currently under operation in 44.8 acres of the proposed site and included in the new permit. The remaining approximately 546.3 acres are to be utilized for sanitary landfill related design features such as borrow area, all-weather access roads, buffer zone, leachate collection and removal system, gas monitoring system, and storm water diversion structures.

The department may review this permit after the date of issuance and notify the permit holder as necessary to assure that the disposal area continues to comply with the currently applicable requirements and provisions of the Missouri Solid Waste Management Law and rules adopted thereunder.

Approval of the application and issuance of this permit is given with the explicit understanding that the sanitary landfill shall be developed and operated in compliance with the approved plans, specifications, operating procedures, the conditions of the permit, the Missouri Solid Waste Management Rules, and the Missouri Solid Waste Management Law. This permit is not to be construed as compliance with any existing federal or state environmental laws other than the Missouri Solid Waste Management Law; nor should this be construed as a waiver for any other regulatory requirements. This permit is not to be construed as compliance with any existing local ordinances or zoning requirements.

The holder of this permit is required to comply with all applicable environmental laws and regulations enforced by the MDNR. These environmental requirements are administered by the Air Pollution Control Program, the Water Pollution Control Program (WPCP), the Land Reclamation Program, the Public Drinking Water Program, the Hazardous Waste Program, and the Solid Waste Management Program (SWMP). Noncompliance with these environmental laws and regulations may, in certain circumstances, result in the suspension or revocation of this permit and may subject the permit holder to civil and criminal liability.

PERMIT DOCUMENTS

These documents are incorporated by this reference into Permit Number 101104:

1. The Application for Solid Waste Disposal Area Operating Permit form, dated August 19, 1996, and received August 27, 1996, designating Browning-Ferris Industries of Springfield, Inc. as the owner and operator of the landfill, and Midwest Environmental Consultants, P.C., as the engineering firm.

2. The engineering report, with Appendices 1 through 14, entitled Prairie View Regional Waste Facility, Engineering Report, Barton County, Missouri, dated June 30, 1997, and received June 30, 1997, prepared by Midwest Environmental Consultants, P.C.

3. The siting restrictions report entitled Prairie View Regional Waste Facility, Site Location Restriction Demonstration, Barton County, Missouri, dated August 23, 1996, and received August 27, 1996, prepared by Midwest Environmental Consultants, P.C.

4. The closure/post-closure plan entitled Prairie View Regional Waste Facility, Closure and Post-Closure Plan, Barton County, Missouri, dated June 30, 1997, and received June 30, 1997, prepared by Midwest Environmental Consultants, P.C.

5. The detailed site investigation and characterization report entitled Hydrogeologic Characterization Report for the Proposed Lamar Landfill Expansion, Lamar, Missouri, dated March 1996, and received September 5, 1996, prepared by Golder Associates Inc., St. Louis.

6. The groundwater, surface water, and gas monitoring plan entitled Prairie View Regional Waste Facility, Environmental Monitoring Plan, Barton County, Missouri, dated June 30, 1997, and received June 30, 1997, prepared by Midwest Environmental Consultants, P.C.

7. A set of engineering drawings entitled Prairie View Regional Waste Facility, Barton County, Missouri, dated June 30, 1997, and received June 30, 1997, prepared by Midwest Environmental Consultants, P.C., containing drawing numbers 1 of 19 through 19 of 19.

GENERAL CONDITIONS

The following conditions are an integral part of the permit. Compliance with these conditions shall, in part, determine compliance with the permit. All reports, plans, and data required to satisfy these conditions shall be prepared or approved by a professional engineer registered in the state of Missouri.

1. Operation and Design

Any change in the operation and/or design of this facility other than that which has been described in the application and approved in this permit is a modification of the permit, and prior written approval shall be obtained in advance of the permittee making that change.

2. Easement, Notice and Covenant

The owner and the department shall execute:

A. An easement to allow the department, its agents or its contractors to enter the premises to complete work specified in the closure plan, monitor or maintain the site, or take remedial action during the post-closure period; and

B. A notice and covenant indicating that the property has been permitted as a solid waste disposal area and prohibiting use of the land in any manner which interferes with the closure and post-closure plan filed with the department.

To satisfy these requirements, the department's SWMP has prepared a standard document entitled Agreement for Easement, Notice and Covenant Running with the Land. A copy of the document is enclosed for your use. At least two copies of the original document shall be submitted to the department's SWMP for approval and signature within thirty (30) days of the date of this permit.

3. Borehole Abandonment

All exploratory boreholes, abandoned monitoring wells and abandoned piezometers shall be plugged in accordance with

10 CSR 23-3.110 "Permanent Abandonment of Wells" and 10 CSR 23-4.080 "Plugging of Monitoring Wells," or an alternate method approved by the department. Proof of proper abandonment shall be submitted to the SWMP for approval prior to requesting an operating permit for the initial section (phase) of liner.

4. Groundwater Monitoring

A. Groundwater monitoring shall be required as per the enclosed document entitled Prairie View Regional Waste Facility, Environmental Monitoring Plan, Barton County, Missouri Permit Number 101104, dated June 30, 1997, which is hereby incorporated by reference into solid waste Permit Number 101104.

B. Before an operating permit will be granted, the construction of all groundwater monitoring wells shall be approved by the department. Two copies of the geologist's boring logs and as-built drawings showing the well construction for these monitoring wells, as well as two copies of plan sheets that show the as-built locations of these wells, shall be submitted to the department's SWMP.

5. Liner and Final Cover

A. All borrow material used for liner and cover construction shall be from a previously sampled and approved area.

B. The top surface of each lift of the compacted clay soil liner and final cover shall be scarified prior to placement of an over-lying lift of liner soil.

C. The top surface of the final lift of the compacted clay soil liner shall be smooth drum rolled prior to flexible membrane liner placement to ensure intimate contact between the compacted clay soil liner and the flexible membrane liner.

D. The soils to be used for liner and cover construction shall be periodically tested and analyzed to ensure they meet the requirements as described in the engineering report. The compaction of the soil liner and final cover shall be confirmed via the following Quality Assurance/Quality Control (QA/QC) procedures.

All QA/QC data results shall be submitted to the SWMP:

1) On every 5,000 cubic yards of soil to be applied, perform laboratory tests of grain size, soil classification, Atterberg limits, permeability, and density/moisture testing (Standard Proctor).

2) Whenever soil conditions change, perform laboratory analysis on at least one representative sample for every 5,000 cubic yards of material used for construction.

3) All laboratory analysis on soil shall be performed prior to initial placement of soil.

4) Nuclear gauge field density and moisture tests (ASTM D2922-81) shall be performed on each lift of the soil liner and final cover. Testing shall be performed at a maximum horizontal spacing of 100-foot centers, offset 50-feet, for each lift of the liner. Any portion of the liner and final cover which fails to meet the minimum compaction specification shall be removed, recompacted and retested.

5) Moisture/density verification shall be performed every five days on compacted soil liner and final cover construction. Sand cone moisture/density test methods may be used to confirm the nuclear gauge test as described above.

6) Conduct laboratory hydraulic conductivity testing on undisturbed (e.g., Shelby tube) samples collected from the in-place compacted soil liner and final cover for every 5,000 cubic yards of soil placed and compacted.

7) Elevations of the bottom and top of the landfill compacted soil liner and final cover shall be checked at a maximum horizontal spacing of 100-foot centers.

D. Installation of the flexible membrane liner and cover shall be performed in accordance with the QA/QC measures specified in the approved engineering report, and with the manufacturer's recommendations.

E. Please supply the SWMP with QA/QC data and results on the composite liner's geosynthetic components for each phase and conduct both nondestructive and destructive testing on the geomembrane.

F. The permittee shall provide seven (7) days advance notice of the following activities to the SWMP:

1) Subgrade excavation;

2) Placement of the soil component of the liner system, including final surface preparation;

3) Placement of the geosynthetic component of the liner system; and

4) Placement of the leachate collection system and its protective layer.

The SWMP reserves the right to inspect and approve or disapprove any of the above mentioned activities during the construction of the landfill.

6. Operating Permit

When requesting the Operating Permit for the initial phase, three (3) copies of a written report shall be submitted containing all QA/QC data/results, as-built drawings, drawing(s) showing details of inter-phase berms and the tie-in of liner elements to previously constructed phases, and a certification by a professional engineer who is registered in the state of Missouri stating that the landfill phase was constructed as per the department approved engineering design plans and specifications. The certification shall be signed and dated by both the permittee and the professional engineer who is registered in the state of Missouri. The approved post-closure Financial Assurance Instrument shall be submitted along with the request for the Operating Permit. The report and certification shall be approved by the SWMP before the Operating Permit for the initial phase will be granted.

If an application for the Operating Permit for the initial phase of the solid waste disposal area is not submitted to, and received by the department within sixty (60) months of issuance of the construction permit, the applicant, prior to submittal of an operating permit application, shall hold a

public awareness and community involvement session, solicit comments, and respond to the comments; submit to the department for approval any necessary changes to the design and operation of the facility so as to be in compliance with currently applicable law and rules; and submit to the department an updated violation history disclosure statement.

7. Authorization to Operate

When requesting Authorization to Operate for all subsequent phases, two (2) copies of a written report shall be submitted containing all QA/QC data results, as-built drawings, drawing(s) showing details of inter-phase berms and the tie-in of liner elements to previously constructed phases, and a Missouri registered professional engineer's certification that each was constructed as per the department approved engineering design plans and specifications. The certification shall be signed and dated by both the permittee and the Missouri registered professional engineer. The report and certification must be approved by the SWMP before Authorization to Operate for that phase will be issued.

8. Surface Water Control

Before an Operating Permit will be issued, the permittee shall provide correspondence to the department showing that all applicable permits and design approvals have been acquired from the WPCP. As related to design approvals, the WPCP will need to issue a construction permit for each sedimentation pond.

9. Gas Monitoring Wells

A. Gas monitoring shall be required as per the enclosed document entitled Prairie View Regional Waste Facility, Environmental Monitoring Plan, Barton County, Missouri Permit Number 101104, dated June 30, 1997, which is hereby incorporated by reference into solid waste Permit Number 10114.

B. Two copies of the boring log and installation record for each gas monitoring well shall be submitted to the SWMP for approval within thirty (30) days of the completion of the well installation.

SITE SPECIFIC CONDITIONS

1. Leachate Recirculation System

   Prior to installation of a leachate recirculation system, detailed plans shall be submitted and approved by the SWMP.

2. Statistical Evaluation of Groundwater Data

   A. The permittee shall submit a proposal for a specific statistical testing strategy to the SWMP for approval. The SWMP shall be notified and allowed to review any further changes in the statistical evaluation as they occur.

   B. The permittee shall notify the SWMP of any statistical deviations in the groundwater data as they occur.

3. Required Approval

   A U.S. Army Corps of Engineers, Nationwide 404 Permit shall be obtained prior to construction in the permitted boundaries.

DISPOSAL AREA DESCRIPTION

The types of waste to be accepted shall consist of municipal solid waste, certain bulky waste, demolition and construction waste, wood waste (except yard waste), soil, rock, and concrete. Any non-hazardous special wastes as defined in 10 CSR 80-2.010, which pass a paint filter test, may be accepted at the facility in accordance with 10 CSR 80-3.010(2)(C)4. Waste listed in 10 CSR 80-3.010(3)(A) shall not be disposed of at the landfill.

The area fill method of sanitary landfill operation shall be utilized. The excavation depths and solid waste fill locations shall be completed as shown on the approved engineering plans and specifications. Upon completion of the disposal area, the final cover shall be graded, limed, fertilized as needed, and seeded with grasses to control erosion. Continued maintenance of the area shall be provided in accordance with the approved post-closure plan.

All fencing, gates, equipment maintenance buildings, all-weather access roads, signs, surface-water control devices, leachate

treatment facilities, operating equipment, standby equipment, and other necessary appurtenances shall be provided as per the approved plans, specifications, and operating procedures. The plans, specifications, and operating procedures described above have been examined as to engineering features of design which might affect the operation of the solid waste disposal area as a sanitary landfill.

MODIFICATION AND TERMINATION OF PERMIT

The department reserves the right to revoke, suspend, or modify this addendum and/or Permit Number 101104 if the permit holder fails to maintain the facility in compliance with the state's Solid Waste Management Law and regulations, the terms and conditions of the permit, and the approved engineering plans and specifications.

If you have any questions, please contact the SWMP at (573) 751-5401 or P. O. Box 176, Jefferson City, Missouri 65102.

Very truly yours,

DEPARTMENT OF NATURAL RESOURCES

David A. Shorr
Director

DAS:kfb

Enclosures

c: Senator Morris Westfall, Missouri Senator
Representative Martin (Bubs) Hohulin, Missouri House of Representative
Mayor Gerald Gilkey, City of Lamar
Presiding Commissioner Gary Frieden, Buchanan County
Lee D. Tharp, P.E., Midwest Environmental Consultants, P.C.
Mr. Bud Powell, Chairperson, Region M SWMD
Southwest Regional Office

GROUNDWATER MONITORING PROGRAM
Prairie View Regional Waste Facility
Permit Number 101104
Barton County
July 31, 1997

A. Monitoring Points

The Solid Waste Management Program (SWMP) under the direction of the Division of Geology and Land Survey (DGLS) has developed the following monitoring plan for Prairie View Regional Waste Facility, Permit Number 101104. This monitoring plan has been developed from available data on the hydrogeology.

The upgradient or downgradient designation of monitoring wells shall be determined by the DGLS Environmental Geology Section and SWMP.

The monitoring points listed in Table I below are those for which Browning-Ferris Industries of Springfield, Inc., is responsible to report bailing, purging, sampling and field observations, and to provide representative sampling parameter analyses from the Prairie View Regional Waste Facility. The original location of proposed monitoring point designations and the SWMP's four digit monitoring point numbers are listed below for each point. These four digit numbers shall appear on subsequent groundwater monitoring reports submitted for any semi-annual sampling events. These monitoring numbers shall be referenced in future correspondence associated with this permit.

UPGRADIENT/ DOWNGRADIENT	MONITORING WELL LOCATION	FOUR DIGIT MONITORING NUMBER
Upgradient	MW-1 to be located at N503325, E2843000 in the Weir Formation.	0401
Upgradient	MW-2 to be located at N503790, E2842200 in the Bluejacket Formation.	0402
Upgradient	MW-3 to be located at N504330, E2841770 in the Weir Formation.	0403
Upgradient	MW-4 to be located at N504870, E2841365 in the Weir Formation.	0404

UPGRADIENT/ DOWNGRADIENT	MONITORING WELL LOCATION	FOUR DIGIT MONITORING NUMBER
Upgradient	MW-5 to be located at N505645, E2841235 in the Weir Formation.	0405
Downgradient	MW-6 to be located at N506220, E2842285 in the Weir Formation.	0406
Downgradient	MW-7 to be located at N506210, E2842635 in the Weir Formation.	0407
Downgradient	MW-8 to be located at N506015, E2843200 in the Weir Formation.	0408
Downgradient	MW-9 to be located at N505695, E2843600 in the Weir Formation.	0409
Downgradient	MW-10 to be located at N505215, E2843930 in the Weir Formation.	0410
Downgradient	MW-11 to be located at N504790, E2844355 in the Weir Formation.	0411
Downgradient	MW-12 to be located at N504310, E2845695 in the Weir Formation.	0412
Downgradient	MW-13 to be located at N503890, E2844310 in the Weir Formation.	0413

DGLS shall be notified prior to mobilization of drilling so that on-site technical assistance can be provided to the driller and site manager.

Field investigations shall include a descriptive log as noted in the guidance document entitled, APPENDIX 1, GUIDANCE FOR CONDUCTING AND REPORTING DETAILED GEOLOGIC AND HYDROLOGIC INVESTIGATIONS AT A PROPOSED SOLID WASTE

DISPOSAL AREA. At the time of construction of each monitoring well, full details concerning the drilling procedures and development shall be reported to the SWMP and DGLS before the department will grant approval for each well. The information and data submitted to the SWMP and DGLS shall include, but not be limited to:

1. Depth and lithologic description of all water bearing or saturated zones encountered during drilling;

2. Descriptions of all geologic materials encountered and sampled during drilling, including: lithology, mineralogy, texture, grain-size, color, fossil occurrence, percent sample recovery, and primary/secondary porosity features;

3. Changes in porosity and degrees of saturation of all geologic materials encountered, (e.g., dry, damp, moist, wet, and/or saturated) including their associated depths from the ground surface;

4. Water level depths measured from the ground surface immediately following daily final drilling activity and measured preceding any subsequent drilling activity;

5. Complete records of drilling fluid volumes, including any lost fluid volumes and depths at which they are lost;

6. Complete records of recovered (lost) fluids prior to installation and development of well;

7. A description of all sources and chemical analyses of potable water used in drilling or boring, analyzing for the same chemical parameters as specified in the attached Groundwater Monitoring Parameters to establish baseline groundwater quality;

8. Complete details or method(s) of drilling, including starting and ending times, depth and location of any drilling equipment refusals;

9. Measurements of drilling rate, including pressure gauges or weights on bit read during drilling and coring;

10. Measurements of soil sampling advance, (e.g. loads on the sampling device as specified by the weight or number of blow counts to sample and/or refusal);

11. Complete details of well development, including starting and ending times;

12. Appearance of well fluids before, during, and after development;

13. Records of indicator parameters monitored throughout development;

14. Initial and final water levels immediately prior and immediately after development;

15. Initial well bore fluid volume (gallons);

16. Initial depth of well prior to development in feet from a specified point;

17. Total depth of well immediately after development from a specified point;

18. Total volume (gallons) evacuated during development;

19. Complete copies of all field notes;

20. Complete copies of monitoring well construction summaries having north and east location survey coordinates;

21. Complete copies of monitoring well boring logs having detailed soil and lithologic graphics/descriptions; and

22. Complete copies of the Monitoring Well Certification Record.

Existing or new wells improperly constructed, or screened to monitor improper or inadequate zones shall be abandoned as per 10 CSR 23-4.

All wells shall be constructed in accordance with Missouri Department of Natural Resources Well Construction Regulations 10 CSR 23-1 through 6.

As per the monitoring well construction standards cited above, each well borehole shall be at least four (4) inches larger than the outside diameter of the casing used.

Well construction (including locking cap security casing) shall be completed the same day the well casing is installed.

No wells shall be located in swales, drainage ditches or any place where water can accumulate around a well.

Suggested monitoring well locations are based on hydrogeologic and topographic information and do not take

into account the location of any man-made alterations to the site. Alternate locations may be required if conflicts arise with the suggested locations. Depending on the findings of shallow horizon monitoring, surface water monitoring may be required at a later date.

Background water levels, including any seasonal variations, shall be established. Water levels shall be measured monthly on all completed piezometers and monitoring wells within the permitted boundaries of Permit Number 101104 until DGLS has established the direction of groundwater flow. Monthly water level measurements shall be obtained for all completed piezometers and monitoring wells during one, 24-hour time period. Water level data and potentiometric surface maps for each groundwater flow horizon shall be provided monthly to DGLS and the SWMP.

B. Sampling Frequency/Parameters

I. Baseline/Background Sampling

Baseline/background sampling shall consist of at least four independent samples as described in 10 CSR 80-3.010(11)(C)3. for all monitoring points designated in this document and any added monitoring point. A minimum of four (4) independent samples shall be taken over the first four quarters after the date of this letter and after the date of development of any new monitoring point. Each baseline/background sample shall be analyzed for the groundwater monitoring parameters contained in the enclosed list entitled Groundwater Monitoring Parameters. During baseline sampling, both upgradient and downgradient wells shall be sampled during the first, second, third, and fourth quarters of a year for the parameters contained in the enclosed lists. A background database shall be established only from upgradient wells at existing landfills. More than four (4) quarters of baseline/background data may be collected as possible, prior to taking the first load of waste at a new landfill to establish a better baseline database for statistical comparisons.

II. Detection Monitoring

After background sampling has been completed, all monitoring wells shall be sampled semi-annually for the parameters contained in the enclosed list.

All sampling results shall be submitted to the department's SWMP within ninety (90) days from the date

the sample is obtained. Upon notification of the SWMP, permittee shall submit the results in an electronic format.

III. Assessment Monitoring

Permittee shall follow the procedures outlined in 10 CSR 80-3.010(11)(C)6. as a response to any statistical analysis showing a significant difference in groundwater sampling results.

C. Groundwater Monitoring Program

All groundwater sampling and reporting shall be conducted in accordance with the enclosed department technical bulletin entitled Collection, Handling and Reporting Procedures for Groundwater Sampling, dated December 1994, except for sampling frequency. Only semi-annual sampling is required during detection monitoring.

Statistical analyses of groundwater data or additional hydrogeologic characterization through subsurface sampling and testing could alter the interpretation of previous hydrogeologic investigations. Approval of this Groundwater Monitoring Program does not preclude future revision.

D. Inquiries

All inquiries concerning these reporting procedures and/or any discussion of possible deviations from these reporting procedures shall first be directed to the SWMP at (573) 751-5401 for consideration by the department.

Attachment

GROUNDWATER MONITORING PARAMETERS

Inorganic and Other Parameters

Ammonia as N (NH_3)
Antimony (Sb)
Arsenic (As)
Barium (Ba)
Beryllium (Be)
Boron (B)
Cadmium (Cd)
Calcium (Ca)
Chemical Oxygen Demand (COD)
Chlorides (Cl)
Chromium (Cr)
Cobalt (Co)
Copper (Cu)
Fluoride (Fl)
Hardness (calculated)
Iron (Fe)
Lead (Pb)
Magnesium (Mg)
Manganese (Mn)
Mercury (Hg)
Nickel (Ni)
Nitrate/Nitrite (NO_3/NO_2)
pH
Total Phosphorus (P)
Selenium (Se)
Silver (Ag)
Sodium (Na)
Specific Conductance
(Conductivity at 25° C)
Sulfate (SO_4)
Thallium (Tl)
Total Dissolved Solids (TDS)
Total Organic Carbon (TOC)
Vanadium (Va)
Zinc (Zn)
Groundwater Elevation
(This is the only parameter for a piezometer.)

Organic Parameters

Acetone
Acrylonitrile
Benzene
Bromochloromethane
Bromodichloromethane
Tribromomethane
Carbon Disulfide
Carbon Tetrachloride
Chlorobenzene
Chloroethane
Trichloromethane
Chlorodibromomethane
1,2-Dibromo-3-chloropropane
1,2-Dibromoethane
1,2-Dichlorobenzene
1,4-Dichlorobenzene
trans-1,4-Dichloro-2-butene
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethene
cis-1,2-Dichloroethene
trans-1,2-Dichloroethene
1,2-Dichloropropane
cis-1,3-Dichloropropene
trans-1,3-Dichloropropene
Ethylbenzene
2-Hexanone
Bromomethane
Chloromethane
Dibromomethane
Dichloromethane
2-Butanone
Iodomethane
4-Methyl-2-pentanone
Styrene
1,1,1,2-Tetrachloroethane
1,1,2,2-Tetrachloroethane
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
1,1,2-Trichloroethane
Trichloroethene
Trichlorofluoromethane
1,2,3-Trichloropropane
Vinyl acetate
Vinyl chloride
Xylenes

ALL METALS ARE TOTAL - DO NOT FIELD FILTER SAMPLES
ALL FIELD OBSERVATIONS SHOULD BE REPORTED ON THE SWMP'S FORMS OR IN THE ELECTRONIC FORMAT DESCRIBED BY THE DEPARTMENT.

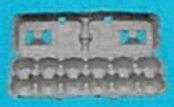
REPUBLIC SERVICES

RECYCLING

SAVE AND POST!

PLACE ALL ACCEPTABLE RECYCLABLES IN CART WITH LIGHT BLUE LID!


Opened mail & greeting cards


Paper egg cartons


Paperboard boxes



#1-7 plastic tubs & screw-top jars



#1-7 plastic bottles & jugs



Paper & hard-back books


File folders


Shredded Paper


Cans
(DO NOT CRUSH OR FLATTEN)


Pizza Boxes


Magazines, brochures & catalogs


White or pastel office paper

NOT recyclable

- Glass
- Plastic bags
- Plastic lids & caps
- Scrap metal
- Tyvek® envelopes
- Plastic 6-pack holders
- Needles or syringes
- Paper juice or Paper milk containers
- Plastic microwave trays
- Frozen food, ice cream or frozen juice containers
- Mirrors, ceramics or Pyrex®
- Light bulbs, plates or vases
- Drinking glasses, window glass
- Hazardous or bio-hazardoes waste
- Plastics other than those listed
- Tissues, paper towels, napkins
- Waxed paper or waxed cardboard
- Kraft® (orange/brown) envelopes
- Styrofoam® or paper to-go containers


Newspapers & inserts
(NO BAGS)


Clean, balled aluminum foil
(2" OR LARGER)
& pie pans


Empty aerosol cans
(NO CAPS)

NO NEED TO REMOVE: paper clips, stamps, address labels, staples, tape, wire, metal fasteners, rubber bands, spiral bindings, plastic tabs.

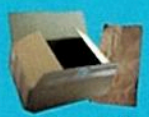
PLEASE FLATTEN ALL CARDBOARD BOXES.
EMPTY AND RINSE ALL CONTAINERS
DO NOT FLATTEN CONTAINERS


Phone Books


Loose metal jar lids & steel bottle caps

PLEASE FOLLOW THESE GUIDELINES CAREFULLY.

Please visit us online at republicservices.com.
Contact Customer Service at 1-800-627-1717 if you have any questions.


Corrugated cardboard & paper bags





REPUBLIC SERVICES

Residential Container Standards



Container System

Our container system will allow customers to distinguish between carts by matching a lid color type to a waste stream. The addition of light blue for our recyclable containers is to maintain focus on the idea of protecting our Blue Planet™ while differentiating us from our competition. Light blue also helps customers more easily identify their recyclables and helps drivers make an easier distinction between recyclables and MSW even in low light situations. This container system represents the new standard that will be used and offered to customers in every possible circumstance.



TRASH
Republic Blue 44



RECYCLABLES
Light Blue 65



~~YARD WASTE~~
~~Brown~~



~~ORGANICS~~
~~Black 60~~

Maria Frizzell
Vice President, Sales and Operations
Schaefer Systems International
Office: 704.944.4549 | Cell: 704.705.0287
Email: Maria.frizzell@ssi-schaefer.us

Don Groseclose
Vice President, Sales
Otto Environmental
Office: 704.588.9191 | Cell: 704.608.2893
Email: Don.Groseclose@otto-usa.com

To obtain approval for deviations from the new cart color scheme, please contact Roy Svehla at rsvehla@republicservices.com prior to ordering carts.

REPUBLIC SERVICES

Term Sheet for Residential Solid Waste Collection Service Contract

Council Bill 2016-107

March 7, 2016

This term sheet spells out clarifications and or modifications to Exhibit A or Exhibit B, with the mutual understanding that all other requirements of Exhibit A are to be met. If there is a conflict between Exhibit A or Exhibit B or the Agreement, the terms contained in the Agreement shall control.

1. A separate billing and collection agreement shall be required and shall be developed after this agreement has been executed.
2. All references, and related scope of work, to providing solid waste and recycling services to City facilities are hereby removed from the RFP, Proposal and this Agreement. The City has rejected that portion of the bid and it is not a part of this Agreement.
3. Item 10.J of the RFP is amended to reflect that the phone number of the company is NOT required to be displayed on equipment or containers.
4. In reference to para 1.3 sub-para 2 b) & c) and with para 2.8.f. of the RFP: If Contractor no longer desires to or is able to use Triple-R Recycling or New American Recycling Company to handle or process Recyclable Materials, Contractor shall notify the City of the need to change subcontractors. Any replacement subcontractor shall be a processing and/or Material Recovery Facility that is approved by the City, with the City not to unreasonably withhold such approval. Regardless of who the subcontractor is, all Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to Contractor resulting from the sale of the Recyclable Materials. No collected Recyclable Materials shall be deposited in a landfill or waste incinerator; provided, however, that contaminated materials or materials that are not eligible for the recycling services may be disposed of in a landfill or waste incinerator. The City may terminate this Agreement if Contractor fails to comply with the requirement to properly process all collected Recyclable Materials.
5. The list of recyclables identified in Section 6 of the Proposal (Exhibit B) are acknowledged as the minimum list of items to be collected by Republic. In the event any of the items identified in Exhibit B are unable to reasonably be deposited at an approved end-user or with a recyclable material broker, Republic shall communicate this to the City in writing and provide appropriate documentation to substantiate that it is impractical to comply with the requirements of the RFP. The City shall not unreasonably withhold its approval to suspend the collection and recycling of said items, and Contractor shall work diligently to re-establish an end user or material broker for same.
6. Republic agrees that it is in the best interests of the City and its residents to maximize the participation in recycling services. Republic and the City will need to work together to promote the availability and introduction of recycling services through mutually agreed upon sources, such as local media outlets, the City's website and City's newsletter, Republic's Joplin website, initial sign up mailers/ informational packets, community events and social media. All information released to the public will be approved by both parties.

7. Based upon the above commitment to work in conjunction with the City to promote the recycling program to increase participation; at a minimum:
   - Republic will provide weekly information to the City regarding recycling participation for billing purposes.
   - Republic will supply information/guidelines with the delivery of recycling carts.
   - Republic will work in conjunction with the City to promote the recycling program through educational efforts with the local schools, if available. The City understands the school district has final authority to permit any such program being presented at any school; however, Republic shall make a good faith effort to contact local schools to request permission to do so, with a goal of making a minimum of two (2) such recycling program presentations each year of the term of the agreement. These programs may be done in connection with Earth Day, National Recycling Day or another opportunity, at Republic's discretion. The effort to educate and promote may include such things as coloring books, contests, or other school age appropriate promotional materials.
   - Republic will start the program by June 1st if Republic has a signed contract and notice to proceed no later than March 15th or by July 1st if Republic has a signed contract and notice to proceed no later than March 31st.
   - Republic shall participate in a minimum of four (4) events each year of the contract term with any of the following groups/organizations/events but not limited to: Young Professionals Network, the Wildcat Glades Conservation and Audubon Center, City of Joplin, Region M Solid Waste District, Third Thursday, MSSU and colleges in the community, Earth Day and America Recycles Day. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide opportunities for individuals to sign-up for recycling services.
   - Republic shall develop or utilize existing recycling Public Service Announcements (PSA's) that would target different demographic sectors of the community and/or the benefits of recycling and educational information, and shall work with the City's Public Information Office to help distribute the PSAs. Republic shall develop two (2) PSAs annually. PSAs to be approved by the City prior to distribution. Republic shall work with the City's Public Information Office to distribute the PSAs.
   - Republic will work with the City staff in an effort to appear on television morning shows and KCRG Talk Radio morning drive time show if available. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide information for individuals to sign-up for recycling services.
   - Republic will develop a site specific website for Joplin which will provide information about the recycling and trash program for the residents of Joplin. Republic shall provide quick responses to comments and inquiries.
   - Republic shall provide information and/or presentations to service and community organizations if requested during the contract term in conjunction with a City designee. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide information for individuals to sign-up for recycling services.
   - Republic will develop a site specific website for Joplin which will provide information about the recycling and trash program for the residents of Joplin

- Republic shall provide a new recycling cart that the City can use at events it participates in that will become the property of the City.
- Republic shall provide information regarding the marketing efforts such as website hits, weekly sign up list and results from community events.
- Republic shall compile data to track how customers sign up for curbside recycling and communicate this to the City on a monthly basis.
- Republic agrees to spend a minimum of Ten Thousand ($10,000.00) Dollars during the initial sign-up period to promote the curbside recycling program in an effort to increase participation.

COUNCIL BILL NO. 2016-107 ORDINANCE NO.

AN ORDINANCE approving a contract for solid waste and single-stream recycling collection, disposal, and processing services for single-family and duplex residential living units, and dealing generally with the residential trash service established by Ordinance in 2004; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin.

WHEREAS, since April 1, 2004 the City of Joplin has managed residential trash service through an exclusive franchised agreement and said agreement expires on March 31, 2016; and

WHEREAS, the City of Joplin accepted three competitive, sealed Proposals (RFP #101-2016) on December 15, 2015 for residential trash service, City of Joplin operations trash service, and single-stream recycling services; and

WHEREAS, the City Council, at the February 1, 2016 council meeting, reviewed the proposals submitted by Allied Services, LLC d/b/a Republic Services of Galena and Waste Corporation of Missouri, Inc, and after hearing and reviewing all of the evidence, made a finding that Allied Services, LLC d/b/a Republic Services of Galena submitted the lowest and best proposal; and

WHEREAS, the City of Joplin desires to continue the residential trash service management through a new exclusive agreement with the start date of April 1, 2016; and

WHEREAS, the City of Joplin desires to add single-stream curbside recycling for single-family and duplexes, and to select City facilities within the same agreement; and

WHEREAS, the City does not wish to accept the proposal to provide trash and recycling services to City facilities; and

WHEREAS, the City's FY2015-2016 budget provides for "sanitation charges" and "residential trash administration" and the FY2016-2017 budget will provide for same; and

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

Section 1. That the Solid Waste Collection and Recycling Services Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Allied Services, LLC d/b/a Republic Services of Galena, the same being attached hereto and is incorporated herein as "Attachment A."

Section 2. That the Director of Public Works is hereby authorized and directed to execute said contract, in substantial conformance to that attached hereto, by and on behalf of the City of Joplin, Missouri.

Section 3. This ordinance is an emergency within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of

_____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016
Council Bill No. 2016-108

Item: Construction Contract for St. Louis – Zora to Broadway Tree & Stump Removal

Originating Department: Public Works

Attachments: 1) Bid tab
2) Map
3) Council Bill No. 2016-108

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edward	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of a Construction Contract with Arbor Masters Tree Service for $58,566.00 for St. Louis – Broadway to Zora Tree & Stump Removal.

Background: The widening of St. Louis Avenue from 2 lane to 3 lane from Zora to Broadway is a part of the voter approved 2005-2014 Capital Improvement Sales Tax Program. This project will include sidewalk & bike lanes. Construction work is scheduled for the summer of 2017. To accelerate the construction schedule utilities are being adjusted this summer. This contract will remove large stumps to allow utilities to move this summer.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on February 16, 2016 with 3 firms bidding. Arbor Masters Tree Service provided the lowest bid which was below the engineer's estimate.

Recommendation: City staff recommends approval of the Construction Contract to Arbor Masters Tree Service for $58,566.00 for St. Louis – Zora to Broadway Tree & Stump Removal be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: St. Louis Tree & Stump Removal Broadway to Zora
DATE OF BID OPENING: February 16 , 2016

CONTRACTOR	BID
Arbor Master	58,566.00
Worley Services	91,119.00
B & D Yardbuilders	76,744.60
Engineering Estimate	116,220.00

COUNCIL BILL NO. 2016-108 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Construction Contract with Arbor Masters Tree Service in the amount of Fifty Eight Thousand Five Hundred Sixty Six and no/100 Dollars ($58,566.00) for the St. Louis Zora to Broadway Tree & Stump Removal; authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Contract be awarded to Arbor Masters Tree Service in the amount of Fifty Eight Thousand Five Hundred Sixty Six and no/100 Dollars ($58,566.00) for the St. Louis Zora to Broadway Tree & Stump removal in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a Contract on behalf of the City of Joplin and to administer said Contract with all local, state, and federal rules & regulations.

Section 4. City Council recognizes that all Public Improvement projects are subject to needed alterations. This authorizes the Director of Public Works to make these needed alterations within the limits of the program funding.

Section 5. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(6) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2016, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


N. St Louis Ave
Tree & Stump Removal
Broadway to Zora
Zora St
St Louis Ave
Broadway St

COUNCIL BILL NO. 2016-109 ORDINANCE NO.

AN ORDINANCE approving a Joint Agreement with the Kansas City Southern Railway Company for closure of the at-grade crossing near 18th Street and Wisconsin Avenue; and authorizing the City Manager to convey the described crossing rights to the railroad company by Quit Claim deed; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City enter into a Joint Agreement with the Kansas City Southern Railway Company for the closure of the at-grade crossing near 18th Street and Wisconsin Avenue in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to convey the described crossing rights to the Kansas City Southern Railway Company by Quit Claim deed for and on behalf of the City of Joplin.

Section 3 That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, improving quality of life by making a more quite neighborhood, is an emergency within the meaning of Section 6.12 (6) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this _____day of _____, 2016, by and between, the **City of Joplin, a Municipal Corporation,** of the County of Jasper, State of Missouri, hereinafter referred to as **Grantor,** and the **Kansas City Southern Railway Company, a Missouri Corporation**, of the State of Missouri, **Grantee.**

Grantee Mailing Address: PO Box 219335, Kansas City, MO 64121-9335

WITNESSETH: That said Grantor for and in consideration of the sum of Ten Dollars ($10..00) and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Grantee the following described Real Estate, situated in the County of Newton, State of Missouri, more particularly described as follows:

All that portion of the Kansas City Southern Railway right-of-way being utilized as a grade crossing for 18th Street between Campbell's 6th Addition to the City of Joplin and Campbell's 7th Addition to the City of Joplin, being more particularly described as follows:

Beginning at a point on the east right-of-way line of the Kansas City Southern Railway, said point being the southwest corner of Lot 73 in Campbell's 7th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; thence Westerly along the prolongation of the south line of said Lot 73 to a point on the westerly right-of-way line of said Railway, said point being the southeast corner of Lot 197 of Campbell's 6th Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; thence Southeasterly along said right-of-way to the northeast corner of Lot 196 of said Campbell's 6th Addition; thence Easterly along the prolongation of the north line of said Lot 196 to a point on the easterly right-of-way line of said Railway, said point being the northwest corner of Lot 59 of said Campbell's 7th Addition; thence Northwesterly along said Railway right-of-way to the Point of Beginning. EXCEPT the westerly 30.0 feet thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto their heirs and assigns forever; so that neither Grantor nor their successors nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title of the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, City of Joplin, a Municipal Corporation, of the County of Jasper, in the State of Missouri, has caused these presents to be signed by a duly authorized signatory for and on behalf of the Grantor on this the _____ day of _____, 2016.

_____
Samuel L. Anselm, City Manager
City of Joplin

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires _____, 20__.

_____

Notary Public

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016
Council Bill No. 2016-109

Item: Agreement for the Closure of 18th and Wisconsin Railroad Crossing
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
3) Quit Claim Deed
3) Council Bill 2016-109

Department Head: Nicholas A. Heatherly	Date:
Engineering: Dan Salisbury	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of the Joint Agreement with Kansas City Southern Railway Company for the closure of the at-grade crossing near 18th Street and Wisconsin Avenue.

Background: As we near completion of the 20th Street overpass project staff has been accessing other traffic and railroad safety concerns in the area. The at-grade crossing on 18th Street, west of Wisconsin Avenue, was identified as an area where public safety could be improved by closing the crossing and directing traffic to the 20th Street overpass or to an existing nearby alternate crossing which has adequate warning devices. The closure would take place after the opening the 20th Street overpass to traffic.

Discussion: Staff requested input from area property owners through mailings and neighborhood meetings. Just over 100 letters were sent to property owners in an area from 15th Street to 20th Street, between Indiana and Connecticut. The feedback was overwhelmingly in support of the closure since it will reduce the number of times the train horn will blow. The residents believe it will improve their quality of life.

As detailed in the joint agreement, the City of Joplin will quit claim their interest in the 18th Street crossing within the limits of the KCSR's right of way. Kansas City Southern Railway Company will make a one-time payment of $25,000 to the city once the crossing has been closed.

Recommendation: Approval of the Joint Agreement for the closure of the 18th Street at-grade Crossing with the Kansas City Southern Railway Company on an emergency basis per Section 6.12 (6) of the Charter of the City of Joplin.

JOINT AGREEMENT IN THE INTEREST OF PUBLIC SAFETY BETWEEN JOPLIN, MISSOURI AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY

This Agreement is made and effective, as of the date of the later signature below, by and between the City of Joplin, Missouri ("Joplin"), a political subdivision organized and existing under the laws of the State of Missouri, with offices located at 602 S. Main St. Joplin, MO 64801, and The Kansas
City Southern Railway Company ("KCSR"), a Missouri corporation, with its principal offices at 427 West 12th Street, Kansas City, MO 64105 (mailing address at P.O. Box 219335, Kansas City, MO 64121-9335).

RECITALS:

WHEREAS, Joplin warrants that it has fulfilled the legal requirements for seeking authorization of the Missouri Highways and Transportation Commission ("MHTC") for the closure of the 18th Street at-grade crossing (DOT# 330056E, near railroad mile post 155.80 of KCSR's Heavener Subdivision) of the rail line and right-of-way owned by KCSR, and has requested the MHTC to approve the closure of the 18th Street at-grade crossing ("Crossing"); and

WHEREAS, Joplin further warrants that it has full legal authority to enter into this agreement; and

WHEREAS, KCSR owns right-of-way and track extending between Heavener, OK and Pittsburg, KS, through Joplin, MO, and is authorized to conduct common carrier railroad service on that line, which is crossed by the Crossing; and

WHEREAS, KCSR warrants that it has the authority to enter this Agreement; and

WHEREAS, Joplin and KCSR agree that closing the Crossing and routing motor vehicle traffic to the newly built 20th Street overpass and to an existing, nearby alternate crossing which has adequate warning devices (namely, flashers, cantilevers, and gates) is expected to enhance public safety;

NOW, THEREFORE, the Joplin and KCSR mutually agree to the following:

1. Joplin will provide KCSR with a copy of the official ordinance and all supporting documents authorizing the closure of the Crossing. Joplin will also secure authorization of MHTC for the closure. Joplin will also sign and deliver a quitclaim deed conveying to KCSR all of Joplin's right, title and interest to the 18th Street crossing within the limits of KCSR's right-of-way. Joplin will be solely responsible for acquiring and installing any signage required or recommended by MUTCD if such signage is to be located outside KCSR's right-of-way.

2. Joplin and KCSR agree that the Crossing will be deemed legally closed immediately upon KCSR receiving the copy of the MHTC order approving closing of the Crossing. KCSR will make a onetime incentive payment of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) ("Payment"), once the Crossing is closed.

3. KCSR will, as part of the closure process, remove the portion of the Crossing within the bounds of KCSR's right-of-way, re-establish ditch lines as necessary, and place MUTCD-compliant barricades at the edge of the railroad right-of-way on both sides of the track.

4. Should Joplin in the future authorize or order, or seek through judicial proceedings to compel, the restoration of the Crossing, or should it be determined by court order that the Crossing was closed improperly, Joplin will make any payment agreed or ordered to be made to KCSR for the reinstallation of the Crossing and will repay the one-time incentive Payment to KCSR. Joplin also hereby agrees, in the interest of public safety, to fully fund installation of four-quadrant crossing gates, with associated lights and signals at this crossing if Joplin authorizes, orders or seeks judicial proceedings to compel such Crossing to be restored or to remain open.

By:

_____
Samuel L. Anselm
City Manager, City of Joplin

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

The Kansas City Southern Railway Company

By _____ _____ _____
Its Authorized Representative Date Witness

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016
Council Bill No. 2016-110
Item: Purchase of Tymco Street Sweeper

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2016-110

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval for the purchase of a Tymco Street Sweeper from Armor Equipment. in the amount of $174,444.00 for the Street Maintenance Division.

Background: Following the approval of the FY 2015-2016 Operating Budget it became time to look for replacement of Two (2) existing street sweepers in the Street Maintenance Department. The existing sweepers are being replaced by this one sweeper.

Discussion: The decision was made to use the state bid to purchase one Tymco Street Sweeper from Armor Equipment in the amount of $234,444.00. The trade in for the Two (2) existing sweepers is $60,000.00 making the cost of the new sweeper $174,444.00 and is below the budgeted amount. The equipment as bid meets the specifications requested by the Public Works Department.

Recommendation: City staff recommends that the City accept the bid as described for the purchase of a street sweeper and be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY OF JOPLIN

MODOT 2015 BID CONTRACT 3-120223RJ STREET SWEEPERS
CONTRACT RENEWS FEBRUARY 2016 WITH UPDATED PRICING

		BID PRICE
TYMCO 600BAH ON 2015 IHC 4300 M-7		208,629.00
	BASE BID UNIT	
Options:		
DELETE P/U HEAD HOUR METER		(235.00)
DELETE MODOT ARROW BOARD		(2,100.00)
DELETE YELLOW PAINT-CHASSIS		(2,000.00)
HOPPER LOAD INDICATOR	INCL	0.00
L/H GUTTERBROOM TILT	INCL	0.00
DT ENGINE I.L.O. M-7		3,960.00
ARROW STICK		1,100.00
AIR PURGE		188.00
DUMP SWITCH IN CAB		188.00
AUX ENGINE BLOCK HEATER		188.00
TRUCK AIR DRIER		800.00
HOPPER DRAIN STAINLESS		1,880.00
HI LOW WASHDOWN (INCLUDES CAT 290)		1,365.00
REVERSE PICK UP CHAINS		376.00
JOHN DEERE IT4 ENGINE		14,500.00
PU HEAD CURTAIN LIFTER		1,410.00
HYDRAULIC 8" AUX HANDHOSE		2,726.00
SWEEPER DELUGE		846.00
LED BEACON		623.00
		0.00
TOTAL MODOT SELL PRICE		$ 234,444.00
LESS TRADE-IN OF 2008 UD3300 W/ WHIRLWIND		$ (36,250.00)
LESS TRADE-IN OF 2007 STERLING W/ CROSSWIND		$ (23,750.00)
		$ -
TOTAL		$ 174,444.00

PRICING VALID UNTIL 2/29/16

COUNCIL BILL NO. 2016-110 ORDINANCE NO.

AN ORDINANCE approving a purchase order to Armor Equipment in the amount of One Hundred Seventy Four Thousand Four Hundred Forty Four and no/100 Dollars ($174,444.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. Approve the purchase order with Armor Equipment in the amount of One Hundred Seventy Four Thousand Four Hundred Forty Four and no/100 Dollars ($174,444.00) in the City of Joplin, Missouri.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 7, 2016

ITEM: COUNCIL BILL NO. 2016-450

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves the termination of participation in an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri.

DISCUSSION:
In early 2015 a workgroup associated with the state health department and local health departments proposed a statewide mutual aid agreement for local health departments in Missouri. The agreement was envisioned as a first step toward establishing a process for mutual aid provision in the event of a public health emergency exceeding the capacity of any local health agency. As the workgroup continued its work in the development of operational procedures for the agreement, it was determined that there were limitations to that agreement and that it would be advantageous to move toward participation in the statewide Missouri Systems Concept Of Operational Planning For Emergencies (MoSCOPE). The MoSCOPE plan is a planning agreement allowed by state statute and already includes other agencies frequently associated with community emergency response (Fire, Police, EMS, K-9, Coroners). MoSCOPE establishes procedures for mutual aid response of various agencies in the event of an emergency exceeding local capabilities. By becoming part of MoSCOPE, public health agencies would become part of a more unified system of response to emergencies. As a potential emergency response agency, state statute provides for automatic participation of local health departments in MoSCOPE unless an agency opts out of that agreement.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2016-450 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to terminate participation in an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri; authorizing the City Manager and Health Department Director to terminate said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the City Manager and Health Department Director of the City of Joplin are hereby authorized and directed to execute termination of the Agreement by and on behalf of the City of Joplin, Missouri.

Section 2. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for emergency mutual aid assistance at times of major public health emergencies for residents of the city.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of March, 2016, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET		Name: Patterson Latimer Jones Brannan Denham Inc. Address: 303 S. Main Street, Joplin, MO, 64801	
Attention: Bryan Wicklund		Attention: Kyle Denham	
Department: Planning, Community Development, and Neighborhood Services		Phone: 417-624-4004	Fax: 417-624-4022
Phone: 417-624-0820, ext 519	Fax: 417-624-4620		

AGREEMENT FOR CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this_____day of_____, 2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified in this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed in the State of Missouri and further represents that all services shall be done under the direction of an engineer licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services described in this Agreement. The services of the Engineer shall commence as soon as practicable after the execution of this Agreement, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

(a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2016-RFQ-01, which is incorporated fully herein and attached hereto as Exhibit A. Exhibit A provides General Requirements and Specific Requirements. The Scope of Services for this Agreement shall also include the Services as set forth in Tasks 1-12, identified in the Engineer's Response and Proposal to the RFQ with Scope of Services, which is incorporated fully herein and attached hereto as Exhibit B.

2. **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.

3. **Payment.** The City, pursuant to this Agreement, shall pay Engineer the consideration set forth in the Professional Engineering Services Fee Proposal and Fee Table, which is incorporated fully herein and attached hereto as Exhibit C and Exhibit D, and in accordance with the completion of the RFQ Task Schedule (1-12), which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. The total costs for Engineer's services under this Agreement shall not exceed $35,650.00 (Thirty-Five Thousand and Six Hundred and Fifty Dollars). Said expenses shall be submitted with verifying documentation to the City for payment. Invoices will clearly show itemized costs for both services and additional expenses.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Section 1(a) shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** 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.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Reports and information.** The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy the is granted by the City. The City, EDA, the Comptroller General of the United States, the Departmental Inspector General, or any of their duly authorized representatives, shall have access to any paper or electronic documents, books, correspondence, and records of the Engineer (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Engineer shall maintain all records for at least three (3) years after the recipient makes final payment and all pending matters are closed. *See* 15 C.F.R. §§ 14.53(b) or 24.36(i)(11), as applicable.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

16. **Equal Employment Opportunity**. During the performance of this Contract, the Engineer agrees as follows:

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the fore going provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Lab or issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor purchase order as the City may direct asa means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Engineer may request the United States Government to enter in to such litigation to protect the interests of the United States.

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

19. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

20. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

21. **Authorized Employees**. Engineer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer

from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Engineer therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

22. **Interest of Engineer and Employees**. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

23. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

24. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

25. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, 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 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Contribution 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

28. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

29. **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 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, 2014, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 on both a per-claim and an aggregate basis. 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.

30. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the

performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Engineer 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.

31. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

32. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

33. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

34. **Entire Agreement**. This agreement contains the entire agreement of 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. No additional services outside of this agreement may proceed without written prior approval by the authorized city representative.

35. **Documents Made a Part of This Agreement**.

a. Exhibit A. City of Joplin RFQ-2016-01.
b. Exhibit B. Patterson Latimer Jones Brannan Denham Inc.'s Response and Proposal to the RFQ with Scope of Services.
c. Exhibit C. Fee Proposal.
d. Exhibit D. Engineer's Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR CITY APPROVAL

_____

Bryan Wicklund, City Chief Building Officer
Authorized City of Joplin Representative

CITY OF JOPLIN, MISSOURI
Troy Bolander, Director
Planning, Community Development, and
Neighborhood Services

Date:_____

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

Patterson Latimer Jones Brannan Denham Inc

_____

By:

EXHIBIT C

Patterson Latimer Jones
Brannon Denham Incorporated
Architects – Engineers
303 S. Main Joplin, Missouri 64801
Phone: 417-624-4004 Fax 417-624-4022

January 25, 2016

Bryan Wicklund
Chief Building Official
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Re: Proposal to Provide
Engineering Services for
502 S. Virginia
Joplin, Missouri

PATTERSON LATIMER JONES BRANNON DENHAM, INC. proposes to provide architectural/engineering services for the roof repair/replacement, environmental remediation and securing of exterior:

BASIC SERVICES

1. Preliminary Phase: Meet with city staff and visit the site as required to produce the construction documents and environmental mitigation plans. Twenty-five percent of fee.

2. Construction Document Phase: Generate Construction Documents including Architectural / Structural Engineering bid documents. Fifty percent of fee.

3. Bidding Phase: Plan distribution and issue addendums as required. Receive bids and generate a Bid Tabulation. Five percent of fee.

4. Construction Observation Phase: Provide plan interpretation, issue supplemental instructions, change orders as required, review contractor's pay applications, review shop drawing submittals, visit the site weekly, attend progress meetings and prepare a punch list at project completion. Twenty percent of fee.

The fee for Architectural and Engineering Services provided by PATTERSON LATIMER JONES BRANNON DENHAM, INC., as described above, shall be a lump sum of Thirty-five Thousand Six Hundred and Fifty Dollars ($35,650.00). If the scope of work increases, the architect reserves the right to re-negotiate the fee.

EXHIBIT D

HOURLY RATES FOR ADDITIONAL SERVICES

Principal Architect	$105.00
Professional Engineer	$95.00
Staff Architect	$75.00
Intern Architect	$65.00
CADD Tech.	$50.00
Clerical	$30.00

REIMBURSABLE EXPENSES

Printing (per sheet):

24" x 36" Print	$1.50
8½" x 11" Copies	$0.15

Mileage, postage, phone/fax: No Charge

Respectfully submitted,

PATTERSON LATIMER JONES
BRANNON DENHAM, INC.

E. Kyle Denham, AIA, LEED, NCARB
President

Exhibit E

RFQ Staff Scoring

Category	Allgeier Martin Associates	PLJBD Inc.
Understanding of the Requirements and scope of work 10 pts	7	9
Experience with Similar Types of Design 30 pts	20	28
Experience with the type of work required 30 pts	27	28
Current Capacity to Complete Work in Sufficient Time 10 pts	9	9
Reference from three other clients attesting to firm's: 10 pts	6	6
Quality of work 10 pts	6	6
Total Score	75	86

Exhibit A

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ-2016-01
FOR
ENGINEERING SERVICES AND PROJECT MANAGEMENT

The City of Joplin ("the City") reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will not be responsible for any costs incurred by anyone in the submittal of responses.

The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

The City in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. Qualifications not in the proper form may be rejected.

The City desires to secure the services of an engineering firm to provide professional structural engineering and project management services for the roof repair/replacement, environmental remediation and the securing of a vacant multi-story building located at 502 South Virginia Avenue in Joplin, MO. Care and attention must be given to several structures that adjoin this building to prevent any damage.

The structural engineer/project management services include:

Prepare a plan for the repair/rehabilitation of the structure located at 502 South Virginia Avenue. The plan shall result in a structurally stable and environmentally safe building. The exterior shall be left weather tight and secured in such a manner as to prevent the entry of all unauthorized individuals, wildlife and elements without harming adjacent buildings; and all remnants and debris from the building must be properly removed and discarded. The City envisions the selected firm to serve as an extension of its staff by providing supervision and oversight of the assigned project. Duties include identifying structural/environmental issues with the building, develop a mitigation plan to address issues, prepare bid documents, provide project oversite and

oversee the assigned project through completion. It is the intent of the City to have the structure left as a dry, secure and environmentally safe building.

The issues to be addressed by the qualified firm may include:

- Performance of all necessary inspections to obtain information to complete the project.
- Prepare, design documents (conceptual, preliminary & final) to ensure that no damage is sustained to the adjoining buildings.
- Prepare bid documents, assist with the bid process, provide project management and inspection personnel that can deliver technical expertise and construction management services for the life of the project.

The City of Joplin will be selecting the consultant based on their qualifications of the structural engineer/project manager, past experience of the firm, available resources to complete the project, professional references and responsiveness to the RFQ. The consultant shall submit with this RFQ the name and experience of any proposed sub-consultants. Consultants should submit two copies of their qualifications and experience and one electronic form on digital flash drive or compact disc to the City of Joplin Building Division, 602 S. Main St., ATTN. Jeff Oliver, Joplin City hall, 4th Floor, no later than 5 PM on January 4, 2016.

Please feel free to contact Jeff Oliver at joliver@joplinmo.org with any questions or clarifications you may have concerning this request, or in writing, to Jeff Oliver at 602 South Main, 4th Floor, Joplin, MO 64801. Relevant follow up information will be posted as an addendum on the City of Joplin website at http://joplinmo.org under Projects/Bids. Phone calls to city staff other than contact person will not be accepted and respondents may not inquire or lobby city staff or leaders during the open period.

PART ONE: SCOPE OF WORK

The selected firm will be required to perform engineering and project management services to be specified more fully in a contract agreement. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. The City anticipates a contract which will include drawings, production of computer generated renderings, and cost estimations; however, the City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate. The selected engineering firm will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, environmental mitigation and structural engineering as appropriate for the Scope of Work negotiated. The selected firm is also required to identify and select the appropriate sub-consultants; however, the City reserves the right to approve proposed sub-consultants that will be associated with the Project. The plans/documents developed by the selected firm will be sufficient to allow for complete and accurate pricing and construction/environmental mitigation of the intended space. Documents for this submittal shall consist of as a minimum:

Construction Documents and Administration
The selected firm shall further prepare, document and develop final Construction Documents and Mitigation Plans to cover all proposed work to include but not limited to:

1. Preparation of complete set of construction documents and environmental mitigation plans developed from a client-approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by client, and to client after all required corrections are made on the original reproducible documents. At 100% completion, two complete sets of as-built drawings and specifications will be delivered to City of Joplin.

2. The construction documents will be sufficient to allow for complete and accurate pricing and construction/environmental mitigation. Documents shall be complete.

3. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical,

electrical, plumbing and structural engineers and such other consultants which the client may choose to become involved in the preparation of plans.

4. Prior to the completion of the Construction Documents/Environmental Mitigation Plans, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit from the City of Joplin.

5. Arrange for and conduct a pre-construction conference with the City, other consultants and the selected general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.

6. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.

7. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.

8. Visit and tour the project premises during repair/mitigation to monitor the progress of the work. Verify locations of work as requested by client or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents/environmental mitigation plans. Prepare periodic field reports as necessary.

9. Prepare and issue addenda requests for pricing, etc., as requested.

10. Attend weekly construction/renovation meetings at the job site.

11. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment.

12. Monthly, prepare and issue Certificate(s) for Payment to City certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.

PART TWO: REQUEST FOR QUALIFICATION STATEMENTS

The following information should be included under the title "RFQ-2016-01 Request for Qualification Statements for Engineering/Mitigation Services for 502 S. Virginia Ave.", Attention Jeff Oliver:

1. Name of Respondent
2. Respondent address
3. Respondent telephone number
4. Respondent federal tax identification number (EIN)
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

Contents of RFQ

Respondents should letter and number responses exactly as the questions are presented herein. Said respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications

Respondents are expected to examine the entire scope of services outlined above and respond accordingly to each section. Failure to do so will be at the Respondent's risk and will prevent inclusion from future services should additional funds become available.

1. Introduction (transmittal letter)

By signing the letter, Respondent certifies that the signatory is authorized to bind the Respondent. The RFQ response should include:

a. Brief statement of the Respondent's understanding of the scope of the work to be performed;

b. Confirmation that the Respondent meets the appropriate state licensing requirements to practice as an Engineer in the State of Missouri;

c. Confirmation that the Respondent has not had a record of substandard work within the last five years;

d. Confirmation that the Respondent has not engaged in any unethical practices within the last five years;

e. Confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;

f. Any other information that the Respondent feels appropriate to support their understanding;

g. Signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.

2. Background and Experience

Respondents should:

a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.

b. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with similar project.

c. Respondent should include references (at least 3) from previous clients that can attest to the quality of work and compliance with performance schedules Respondent cites in this section.

d. Describe the firm's current workload and available capacity to meet the project demands and accomplish the work within the specified timeframe.

e. Describe any unique firm characteristics relevant in evaluating the experience of the Respondent to handle the proposed project(s).

f. Describe their standard operating procedure with respect to reporting on progress and performance during the delivery of the contracted services, including for example information regarding resources, quantities, deliverables, risks, issues, actions and earned value management principles. Examples of sample reports identifying such information/data are preferred.

g. Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFQ.

h. The Respondent shall provide appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

3. Personnel/Professional Qualifications

Respondents should:

a. Identify staff members (as applicable), in the job classifications of Principal in Charge, Licensed Architects, and Licensed Engineers, who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.

b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, education, and years and type of experience.

c. It is the expectation of City that the individuals identified in this section of the response will be those that will be specifically assigned and fully committed to work on this project.

PART THREE: SELECTION CRITERIA

The City shall evaluate each potential contractor in terms of:

1. Understanding of the requirements/scope of work as outlined in this Request
2. Professional qualifications necessary for satisfactory performance
3. Specialized experience and technical competence in the type of work required
4. Capacity to accomplish the work in the required time
5. References from three other clients from similar projects

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors:

1. Understanding of the Requirements/scope of work __ 10 __ pts

2. Experience with Similar Types of Design __30___ pts
3. Experience with the type of work required __30___ pts
4. Current Capacity to Complete Work in Sufficient Time __10___pts
5. Reference from three other clients attesting to firm's:
    a. Quality of work ___10__ pts
    b. Compliance with performance schedules ___10__ pts

Oral interviews may be requested as part of the evaluation process. In the event of a tie, further oral interviews will be held with those firms. As a result of the interviews, the City will select which firm to enter into contract negotiations and unsuccessful firms will be notified as soon as possible.

A mandatory project/site visit is required, contact Jeff Oliver to schedule.

PART FOUR: PROCUREMENT TIMELINE

RFQ Posted:	December 6, 2015
Mandatory Site Visit:	Please complete no later than 10 days before close)
Questions Due:	7 days before close
Responses Posted:	5 days before close
Submissions Due:	5pm, January 4, 2016

Exhibit A
Example Contract

CITY		**ENGINEER**	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: **Tony Robyn** **trobyn@joplinmo.org**		Attention:	
Department: **Planning, Community Development and Neighborhood Services – Building Division**		Phone:	Fax:
Phone: **417-624-0820, ext 573**	Fax: **417-624-4620**		

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed in the State of Missouri and further represents that all services shall be done under the direction of an engineer licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** 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.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required, by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Reports and Information.** The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

16. **Equal Employment Opportunity**. During the performance of this Contract, the Engineer agrees as follows:

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Engineer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Engineer may request the United States Government to enter into such litigation to protect the interests of the United States.

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and 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 area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

23. **Authorized Employees**. Engineer acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Engineer therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

24. **Interest of Engineer and Employees**. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

25. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

26. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable

notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, 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 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

29. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Contribution 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

30. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

31. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b) The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c) In no event shall the City be liable to the Engineer 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.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

33. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

34. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

35. **Entire Agreement**. This agreement contains the entire agreement of 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.

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

Engineering Firm Authorized Agent:

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
Director, Planning, Development and Neighborhood Services

Date: _____

Exhibit B
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

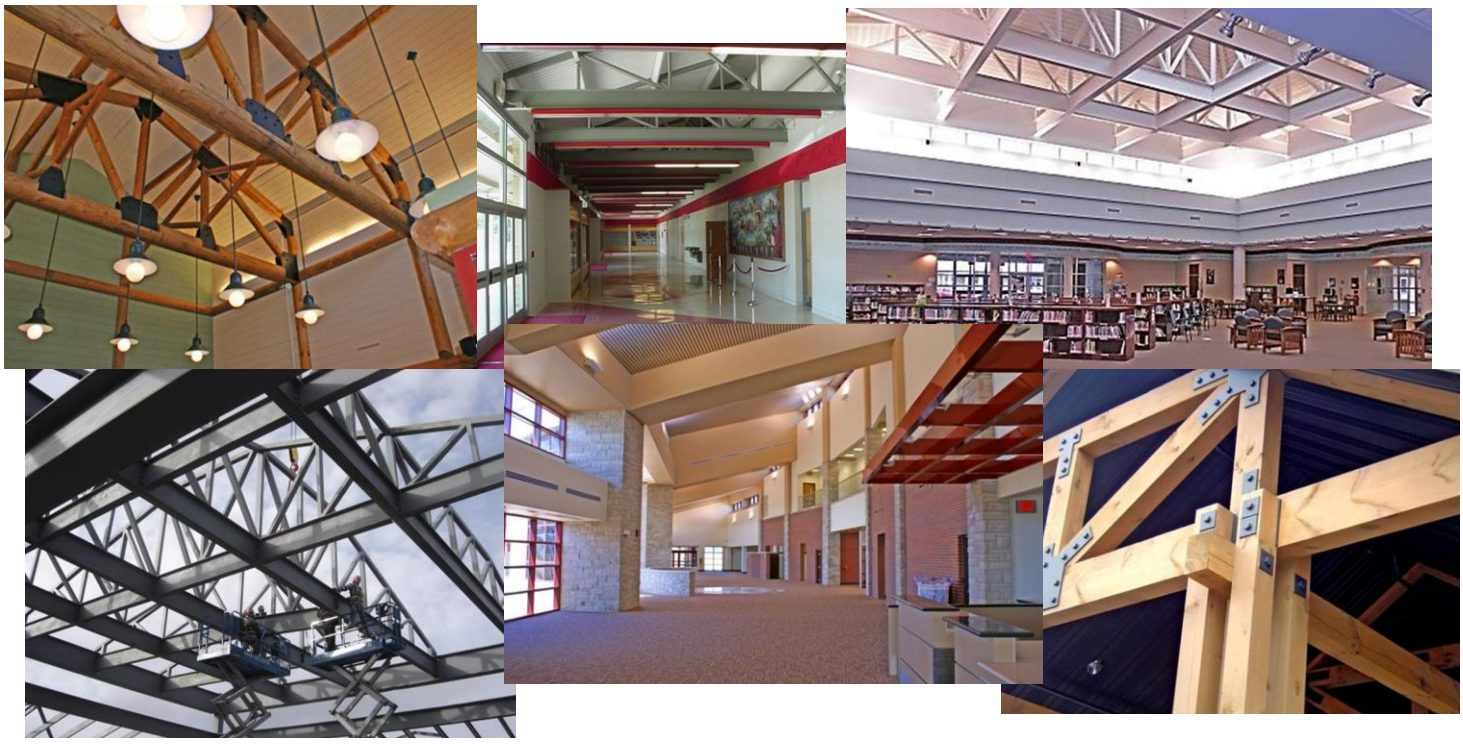
Statement of Qualifications
For
Engineering/Mitigation Services
For
502 S. Virginia Ave.
RFQ-2016-01

Exhibit B

Patterson Latimer Jones Brannon Denham Inc.
Architects & Engineers
303 S. Main Street
Joplin, Missouri 64801
Phone: 417.624.4004
Fax: 417.624.4022
E. Kyle Denham President
Denham@pljbd.com

ARCHITECTS · ENGINEERS

FSC, Inc.
CONSULTING ENGINEERS



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2. Background and Experience/Specialized Knowledge
3. Personnel/Professional Qualifications

Patterson Latimer Jones
Brannon Denham Incorporated
A r c h i t e c t s – E n g i n e e r s
P.O. Box 1743, 303 S. Main Joplin, Missouri 64802
Phone: 417-624-4004 Fax 417-624-4022

1. INTRODUCTION

Patterson Latimer Jones Brannon Denham, Inc. is pleased to submit qualifications for Engineering Services to the City of Joplin for the design services for 502 S. Virginia Ave. Our firm was founded 43 years ago and we feel fortunate to have established relationships with clients that have spanned decades.

a. PLJBD is very familiar with this particular building. Recently working with a potential developer, we have thoroughly examined the building and structure and have a very good understanding of the significant challenges the building faces. Years of neglect have allowed water intrusion to severely damage and compromise the structural integrity of the roof and floors. Cosmetic demolition on the east wall has further deteriorated the masonry.

   Because the infrastructure of various utilities and services interconnect this building with adjacent buildings, it is critical to try and make the necessary repairs and preserve the exterior from further decay.

   The environmental concerns of the interior include extreme quantities of mold on building components as well as miscellaneous items stored on the premises.

b. PLJBD and all of the other Design Team Members are licensed to practice in Missouri in their field of work.

c. PLJBD has never had a claim of substandard work. In the past 43 years, we have provided Construction Documents for over 20 Million square feet of buildings in over 20 states, and Contractors have consistently praised the thoroughness and quality of our plans. Our construction documents are unmatched in their accuracy and completeness. We have had three projects in which the low bid was tied to the dollar between two bidders. This proves that when contractors compile their bids from our plans, they do not have to guess or make assumptions leading to more expensive bids. It also means that contractors have more thorough, well detailed plans and specifications during construction to avoid costly change orders.

d. PLJBD has never engaged in any unethical practices.

e. PLJBD, if awarded the contract, will serve as the lead Engineer of Record, and will be responsible for cost incurred for the other team members.

f. PROJECT TEAM:
   - PLJBD would serve as the Structural Engineer of Record and provide Construction Documents through Construction Observation and provide Structural Engineering.
   - FSC MEP would serve as the MEP Engineer of Record and has provided MEP services for numerous renovation projects. FSC MEP is a certified Minority Business Enterprise (MBE). Our firm has collaborated with Randy Frymire, Principal for nearly 20 years.

Thank you for considering PLJBD for your future Engineering needs. We have the staff, experience and understanding of the project to be uniquely qualified to provide design services for the City of Joplin.

PATTERSON LATIMER JONES
BRANNON DENHAM, INC.

_____
E. KYLE DENHAM, AIA, LEED, NCARB

PRESIDENT

Company: FSC, Inc.

Address: 9225 Indian Creek Parkway, Suite 300
Overland Park, Kansas 66210

Telephone: (913) 722-3473

Federal Tax Identification Number (EIN): 48-0893076

Website: www.fsc-inc.com

Corporate P.E.: MO #1999137647, valid through 12-31-**17**

Contacts: Randall Frymire, P.E.
Principal-In-Charge
Telephone: (913) 722-3473
Fax Number: (913) 722-3484
E-Mail: rfrymire@fsc-mep.com

COMPANY BACKGROUND

FSC, Inc. has been established and doing business since 1979. Our company offers a broad range of services including mechanical, electrical, plumbing, fire protection, code/life safety, Green/LEED consulting, energy conservation and commissioning. We can also provide our clients with, AutoCAD drawings and REVIT/BIM services. FSC is one of only a few companies that integrates these services, providing contractors, developers and owners multiple options and maximum flexibility. By bundling these services, FSC eliminates the need to coordinate multiple consultants and because there are no duplication of tasks and no additional overhead costs, we can save you time and money.

Our FSC family currently employs a staff of 35 professionals in the United States and India and is registered in 29 states nationwide.

Meeting a deadline is never a problem with FSC. We are one of the few companies in the industry that has the ability to work day and night. Our international office allows us to operate outside of traditional business hours, which allows FSC to offer almost around-the-clock attention to your project, and this exceptional service is provided to you at no additional cost.

CERTIFIED SDB/DBE/MBE/WBE FIRM

FSC is a Small Disadvantaged Business (SDB) and certified as a Minority Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) in the following States: Missouri, Kansas, Illinois, Minnesota and Georgia.

FSC's JOPLIN EXPERIENCE

Since 2005, FSC has had a continuous presences in Joplin. Through our work we have become very familiar with the local codes and have built strong relationships with local contractors. With over 50 projects completed and numerous on-going projects in Joplin, our team of experts are regularly called upon to deliver the unparalleled engineering and consulting services they have grown accustom to. Additionally FSC's chosen Principal-in-Charge, Randy Frymire, P.E., has completed a multitude of projects in Joplin over the past 15 years. (See our relevant project experience sheet).

WHY FSC, INC. SHOULD BE SELECTED TO PROVIDE ENGINEERING SERVICES

Although we believe we are the most qualified for this project and we will provide you with the best services possible, we think our "**Clients Say It Best"!**

"Mr. Frymire, on behalf of John Murray and myself, we would like to extend our complements to FSCMEP and staff for overseeing, maintaining the construction schedule and reaching substantial completion for such a sensitive project at MSSU, The MO CAP Research Lab — well done."
-- Tim Brazzell, State of MO, Facilities Management Design & Construction - Contract Specialist II

2. BACKGROUND AND EXPERIENCE / SPECIALIZED KNOWLEDGE

a. PATTERSON LATIMER JONES BRANNON DENHAM was founded in Joplin in 1972, and is now a corporation owned by E. Kyle Denham. The firm continued to grow over the past 40 years, and has designed hundreds of projects in over 20 states. Although licensed to practice architecture in several states, the firm has concentrated in serving the four-state region by providing a very high standard of architectural and engineering services.

PLJBD has worked on hundreds of projects over the past four decades involving numerous building types including governmental, educational, health care, recreational, corporate, religious, residential and industrial. The firm has successfully programmed, designed, and administrated construction on various projects ranging from modest construction budgets of less than $50,000 up to a $65 million school bond issue. The majority of the firm's practice comes from repeat clients and we have enjoyed long-term relationships with many clients spanning decades. PLJBD has an excellent reputation in the community, and our clients and contractors have come to expect innovative designs with highly detailed construction documents.

PLJBD has provided structural design for over one million SF of construction. Our firm is very knowledgeable in roof design, and have provided construction documents for over half a million SF of reroofing projects.

PLJBD has always endeavored to include the clients in the design process from programming through completion of construction. It is the firm's belief that it is crucial to listen to the client's needs and desires, and craft them into a well-designed solution that is also sensitive to the budget.

With a LEED accredited professional on staff, PLJBD is committed to protecting our environment by designing efficient, ecologically sensitive solutions that will provide sustainable building features to serve our future generations.

b. PLJBD has assisted the following Governmental entities with similar projects. Most current projects include:
   1. City of Joplin – Reroofing and structural design for the modification of the Newman Building.
   2. MSSU – Exterior and interior renovation of the Mansion.
   3. State of Missouri – Reroofing of College View State School – Joplin
   4. State of Missouri – Reroofing of Joplin Armory
   5. City of Oswego – masonry repair for 2 historical buildings (design complete, construction not started)
   6. Joplin Schools – Structural repairs and modifications on 11 buildings, and reroofing on 10 buildings.
   7. City of Joplin – Structural analysis and feasibility study of Joplin Union Depot.
   8. MSSU – Billingsly Student Center – Structural repairs & floor slab repair.

c. References:

Mr. Mike Johnson – Director of Construction Joplin Schools	417-625-5200
Mr. Robert Harrington – Director of Physical Plant	417-625-3191
Mr. Cookie Estrada – Director of Joplin Family Y	417-623-4597

d. PLJBD has the personnel and capacity to begin this project immediately and to complete the drawings on schedule. PLJBD is currently working on the following projects:
   - Columbia FEMA Safe Room- Under Construction
   - New Doctor's office – Under Construction
   - Access Family Care – New Pharmacy Joplin – Under Construction
   - Access Family Care – Medical Clinic renovation, Joplin: Preliminary Planning
   - College View State School – Reroofing: working on construction documents
   - Call Center – Expansion and renovation: working on construction documents

e. PLJBD has been the Architect/Engineer for several similar projects:
   - MSSU Mansion Renovation – Total reroofing and hazardous materials mitigation including: mold, lead, asbestos, and radon. After years of neglect, this building required complete exterior and interior renovation. Existing roof tile and flashings were completely removed, structural repairs were made, and the original roof was reinstalled. New historically correct windows were installed and existing stucco was removed and replaced with new stucco.
   - Joplin Memorial Middle School – Reroofing, asbestos abatement, repair of failing structural roof, floor beams, and joists. The existing roof was removed, roof deck repairs were made, and a new roof and flashing were installed. Existing concrete beams were failing and PLJBD designed a solution that incorporated repairing the beams while allowing the school to function during the repairs to avoid a very expensive and disruptive demolition and replacement process.
   - Dr. Sharp DDS Office – Existing structural modifications. The existing wood truss system was analyzed and modified to reduce the depth of the structural member to allow dental office expansion into an existing garage.
   - Tamko Headquarters – repair and modification of roof structure for new HVAC equipment.
   - Joplin Schools Bus and Storage building – Repair and replacement of existing wood trusses.
   - Joplin Schools former Irving, Emerson, and West Central – Repair structural modifications for new HVAC equipment.
   - Joplin Schools: Cecil Floyd and Former Administration Building – Structural repairs for tornado damage.
   - Webb City High School – Structural modifications for new skylights.
   - Joplin Family Y – Downtown Facility – Reroofing and masonry restoration.

COST CONTROL

- New Animal Shelter Facility, Independence MO
  a. $5,000,000.00 Estimate
  b. $4,923,000.00 Actual Cost
  c. $0.00 Change Orders

- Seneca R-7 School District (Includes 11,000 S.F. FEMA Shelter)
  a. $11,450,000.00 Estimate
  b. $10,827,430.00 Actual Cost
  c. (-) $75,717.00 Deductive Change Order

- Goodman Elementary School Expansion Neosho R-5 School District
  a. $650,000.00 Estimate
  b. $524,000.00 Actual Cost
  c. $0.00 Change Orders

- New Classroom Expansion College Heights Christian School
  a. $600,000.00 Estimate
  b. $539,880.00 Actual Cost
  c. (-) $5,397.00 Deductive Change Order

f. PLJBD recognizes the importance of clear-direct communication throughout the design and construction process. The firm has worked on hundreds of projects over the past 43 years and employs a team approach that includes the Design Team, Owner and Contractor/Construction Manager. We have assembled an excellent team for this project.
Kyle Denham was the first Architect in Southwest Missouri to become LEED accredited. All projects include some sustainable design techniques. Building design and material/equipment selection includes life-cycle cost research.
PLJBD employs value-engineering strategies during the design process and is open-minded and receptive to recommendations from Contractors during bidding and construction to assure the most cost effective, competitive cost for the Owners.
PLJBD has utilized Building Information Modeling (BIM) to produce construction documents for several projects including 11 FEMA Safe Rooms for Joplin Schools. This software allows the various design consultants to view the building as a 3-D model and helps avoid potential conflicts with different structural and mechanical components.
We would recommend the use of the attached report.

g. PLJBD has no pending or ongoing legal issues on any past or present projects.

h. See attached certificate of insurance.

ARCHITECT'S FIELD REPORT

OWNER 0
ARCHITECT 0
CONSULTANT 0

AJA DOCUMENT C7n

FIELD 0

PROJECT :

FIELD REPORT NO:

CONTRACT:

ARCHITECT'S PROJECT NO:

DATE TIME WEATHER TEMP.RANGE

EST. % OF COMPLETION

CONFORMANCE WITH SCHEDULE (+, –)

WORK IN PROGRESS

PRESENT AT S'ITE

OBSERVATIONS

ITEMS TO VERIFY

INFORMATION OR ACTION REQUIRED

ATTACHMENTS

REPORT BY:

PATTE-1 OP ID: MI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2015

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 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 The Insurancenter 2901 Arizona Ave Joplin, MO 64804 Kimberly Grizzle	CONTACT NAME: Kathy McTaggart PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: kmctaggart@theinsurancenter.com
INSURED Patterson Latimer Jones Brannon & Denham 303 S. Main Joplin, MO 64801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : The Cincinnati Indemnity Co. — 23280 INSURER C : Lloyd's of London INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			EBP0049757	02/08/2015	02/08/2016	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			EBA0123533	02/08/2015	02/08/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EBP0049757	02/08/2015	02/08/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0304338	02/08/2015	02/08/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Prof Liability			B1230FC01594A15	07/01/2015	07/01/2016	Occurrenc Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Architectual firm

CERTIFICATE HOLDER

BLANK01

FOR INFORMATION ONLY

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

Kathy McTaggart

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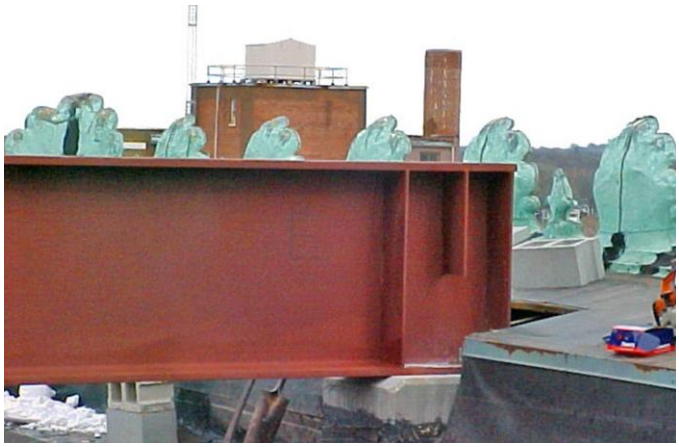
Joplin City Hall
Newman Building
Joplin, MO









Newman Building

- This 80 plus year old former department store includes six floors and over 70,000 S.F.
- The City of Joplin purchased it and commissioned PLJBD to develop the program to modify the building to house seven different city departments and the City Council chambers.
- PLJBD scheduled several meetings with the various departments to determine their space needs.
- As the design for each floor developed, PLJBD allowed for expansion of each department as well as providing several conference and meeting rooms that accommodate the varied needs of the city staff.
- One challenging aspect of the project was the development of the Council Chambers. The existing structural elements of the building included columns spaced at 25 feet each direction. The chamber needed to seat at least 300 people. PLJBD was able to create a space to accommodate that need by removing one column, and placing a steel beam above the roof.
- One notable feature of the project was designing a suitable space to display the Joplin Thomas Hart Benton Mural along with a gallery to exhibit many artifacts of the mural.
- The existing stair did not provide a direct exit path. PLJBD continued the stair from the second floor down to the basement. The existing ornate steel stair rail detailing was duplicated to blend in with the original stair.

MSSU Mansion
Alumni Center
Joplin, MO







- This 1920's era residence was the original house of the estate that would become the campus of MSSU.
- The Mansion had been expanded to include classrooms.
- This project included demolition of the classroom wing and total renovation of the original mansion.
- The restored historic building now houses the Alumni Center
- The construction was phased to allow the university to complete the exterior renovation first.



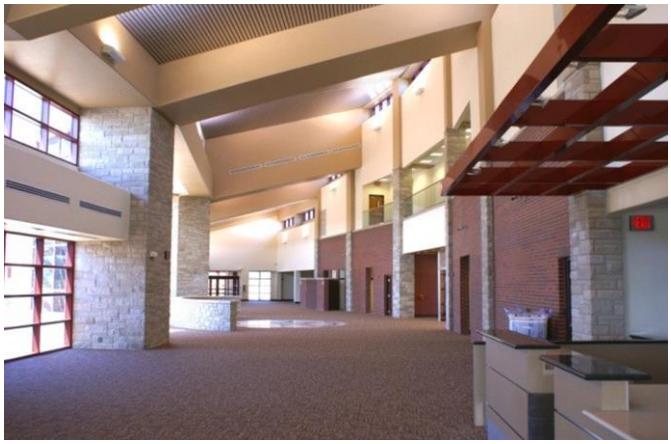


Joplin Regional Airport

Joplin, MO









- New 26,000 S.F. Airport Terminal Building was designed using regional materials and large expanses of glass to incorporate natural day lighting and enjoy the views of the surrounding area. The terminal is designed for 2 airlines, 2 rental car agencies, and 3 passenger gates. The master plan allows for growth in the hold area as well as the ticket gates.

North Middle School

Joplin, MO









- This project included a 94,000 S.F. expansion and totally renovate a 60,000 S.F. existing middle School including 14,500 S.F. gymnasium w/ 4 locker rooms, and a 10,000 S.F. auditorium seating 728.
- An existing auditorium was converted into a new library / media room
- An existing courtyard was enclosed creating a new conditioned space.







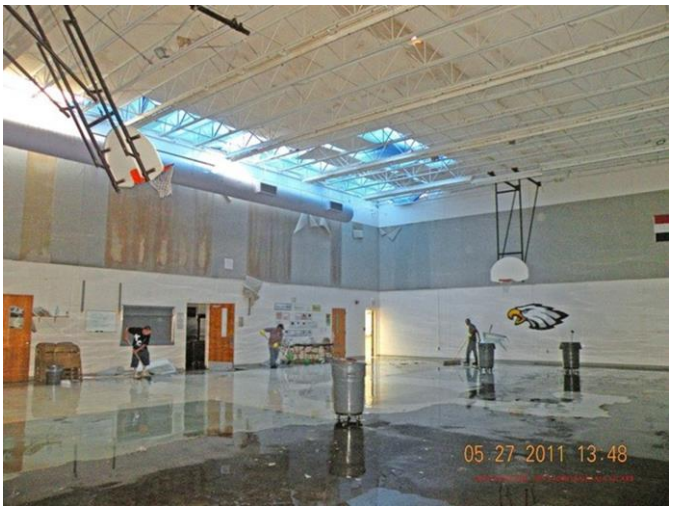
Beacon-Flex Admin Building
Cecil Floyd Repairs
Joplin, MO



- The 2011 tornado heavily damaged the Joplin Schools Administration Building. PLJBD provided structural design to make repairs. Beacon-Flex programs were moved into the former Joplin Schools Administration Building.

- The 2011 tornado damaged Cecil Floyd classrooms and cafeteria. PLJBD provided structural design to make repairs.











U.S. Bank
Joplin, MO



- This was a multi-phase project for an eight story bank and office building. The existing structure had only one stair exit. A new stair tower was constructed to provide an alternate exit path for all eight floors.
- Five of the eight floors were totally renovated including all new finishes, lighting, electrical, and HVAC upgrades.
- A new interior monumental staircase was added connecting the lobby with the executive suites on the second floor.
- A new board room, along with several new conference rooms, were added to each floor.
- A motorized file system was incorporated in one department requiring additional structural supports.







FSC, Inc.
CONSULTING ENGINEERS

Our Mission is to exceed our client's expectations by delivering high-quality, ethical and innovative engineering solutions within budget and on schedule.

firm overview

35+ Years

fire protection	mechanical, electrical, plumbing	code and life safety	commissioning	LEED/sustainable design	fire & smoke modeling

FSC, Inc. has been established and doing business since 1979. Our subsidiaries include: FSC MEP Engineers LLC, FSC Engineers Pvt. Ltd., and FSC Consulting Services Pvt. Ltd.

We are a multi-disciplinary engineering company that provides **fire protection, mechanical, electrical and plumbing, code/life safety, commissioning, LEED and sustainable design,** and **fire and smoke modeling services** throughout the United States and internationally.

Our FSC family currently employs a staff of 35 professionals in the United States and India and is registered in 29 states nationwide.

FSC is one of only a few companies that integrates these services, providing contractors, developers and owners multiple options and maximum flexibility. By offering bundled design services, FSC eliminates the need for you to coordinate multiple consultants - ***saving you time and energy***.

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OUR COMMITMENT

FSC is committed to providing you with personalized services and prides itself on unparalleled attention to detail. Your hand-picked team of expert engineers, designers, and technicians will provide inventive, resourceful, and state-of-the-art solutions to your design challenges.

With all of our projects, a principal-in-charge and a project manager are assigned to ensure projects are completed on-schedule and within budget. The project manager will serve as your point-of-contact throughout the duration of the project (i.e. from the beginning to the final punch list), while the principal-in-charge will provide quality control checks for technical accuracy, cost-effectiveness and scheduling and will act as the team leader to your designated team of experts.

FSC's largest strength is its world-class team who believes in the highest level of execution, performance and customer service.

CERTIFIED SDB/DBE/MBE/WBE FIRM

As an added value to you, FSC is a Small Disadvantaged Business (SDB) and certified as a Minority Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) in the following States: Missouri, Kansas, Illinois, Minnesota and Georgia.

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With our staff of USGBC **LEED**-accredited professionals, you can achieve your goal of **Silver**, **Gold** or **Platinum** **LEED** Certification.

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relevant project experience

Newman Municipal Building Remodel, Joplin, MO (with PLJBD)* - MEP Design Services for the renovation and upgrade of a six story, 70,000 SF building into administrative offices for the City of Joplin. The remodel included the following:

- Reconfiguration of existing HVAC system ductwork
- Design for an additional HVAC unit to handle the peak air conditioning load requirements for the fifth floor City Council space
- Upgrade of the main electrical service entrance
- Design and installation of diesel generator for emergency power
- New restrooms on the fifth floor
- Fire protection systems modifications
- Data distribution from data room with routers and backbone wiring to all floors
- Consultation with City and design team members
- Site survey to obtain actual condition
- Assisted during bidding phase
- Site visits during construction
- Prepared as-built drawings

Joplin City Hall Renovation, Joplin, MO (with PLJBD)* - MEP services for the renovation of the existing City Hall Building that housed courtrooms, administrative offices (later moved to the new Municipal Building), billing office, cells and a jail.

Joplin Regional Airport Terminal Building, Joplin, MO (with PLJBD) - MEP Services for the design of a new 25,000 SF airport terminal building that included:

- System/energy analysis
- Building HVAC and required exhaust systems
- Normal and emergency power systems
- Building security systems
- Building communications systems
- Sanitary waste and vent systems
- Domestic hot and cold water distribution systems

Joplin Regional Center, Joplin, MO – Performed an MEP systems assessment of the single story 20,000 SF building with storage and mechanical space in the basement.

Joplin Health Department Remodel and Addition, Joplin, MO (with PLJBD)* - MEP Services for the renovation of an existing 52,000 SF municipal building that was needed to accommodate enlarged departments for the City's Public Safety Building Program.

Joplin East Middle School (Temporary School), Joplin, MO (with PLJBD) – MEP Services for design assistance to develop construction documents for the temporary 50,000 SF middle school after an F-5 tornado devastated the City of Joplin in 2011. FSC coordinated with PLJBD Architects, Joplin School District, the construction team, and the City of Joplin.

Missouri National Guard Armory, Joplin, MO (with PLJBD)- MEP Services for the renovation of the kitchen and site lighting at the Joplin Armory. Additions included a panel board for power, rooftop equipment for exhaust hood, and HVAC rooftop unit for the expanded kitchen.

Health Sciences Building at MSSU, Joplin, MO - MEP and Fire Protection Services for a new 75,000 SF, three-story health sciences building that includes classrooms, lecture halls, offices, computer lab, dental stations, x-ray labs, nursing work areas, animal labs and simulation lab.

McDonald County School District VocAg Building, Anderson, MO (with PLJBD)* - MEP Services for the following school projects:

- New Anderson Elementary School consisting of 54,000 SF of classrooms, offices and gymnasium
- Library Addition to Pineville School
- White Rock Elementary Addition
- Agra-Business Administration Building
- New Anderson Middle School
- New Pineville Elementary School
- New Noel Elementary School consisting of 28,500 SF of kitchen, a multi-purpose room, and a media center
- New Southwest City Elementary School

**Work performed by principal while with another firm*

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3. **BACKGROUND AND EXPERIENCE / SPECIALIZED KNOWLEDGE**

PATTERSON LATIMER JONES
BRANNON DENHAM, INC.
A R C H I T E C T S

E. KYLE DENHAM, AIA, LEED™

Education
Bachelor of Architecture - University of Arkansas, - Fayetteville, Arkansas - 1984

Award
Charles E. Peterson Competition 1st and 3rd place - 1985

Experience
Patterson Latimer Jones Brannon Denham, Inc. - January 1989 to Present
Allgeier, Martin & Associates, Inc. - 2 years
Hood - Rich, Architects & Consulting Engineers - 1 1/2 years
Burns - Foster, Architects - 8 months

Registration
National Council of Architectural Registration Board Certificate No. 39575
Leed™ Accredited Professional

Professional Affiliations
The American Institute of Architects

Professional Licenses
State of Missouri No. A-5742
State of Kansas No. 6200
State of Arkansas No. 3735
State of Oklahoma No. 5782

Community Involvement
Board Member – Friends of Joplin Museum Complex
Joplin Board of Appeals (Past Chair)
Past Chair – Joplin Board of Adjustment
Former Board of Directors - Tri-State Area Contractor's Association
Past Chair - Board of Trustees - First United Methodist Church
Former Board of Directors - Joplin Kiwanis Club
Past Chair - Joplin Zoning and Planning
Former Board of Directors/Treasurer - Joplin Area Habitat for Humanity

Continuing Education/Seminars
A.I.A. Committee on Architecture for Education Conference Transformations: K-12
L.E.E.D. Workshop, Greening of the Heartland

PATTERSON LATIMER JONES
BRANNON DENHAM, INC.
A R C H I T E C T S

AMAL K. ROYCHAUDHURI, P.E.

Education
Intermediate in Science, University of Calcutta, India
B.S.C.E. - Jadovpur University, Calcutta, India Graduate studies, soil and foundation engineering

Experience
Patterson Latimer Jones Brannon Denham, Inc. - February 1995 to Present
J.S. Smith Consulting Engineers - 3 years
The Benham Group, Tulsa, Oklahoma - 1 year
Allgeier, Martin & Associates - 16 years

Registration
Professional Engineer Registration - May 1980

Professional Licenses
State of Missouri No. E-21027
State of Texas No. 47323
State of South Carolina No. 16319
State of Kansas No. 13854

FSC, Inc.
CONSULTING ENGINEERS

Engineering Solutions for the Built Environment



Randall Frymire, P.E.
rfrymire@fscmep.com

principal-in-charge/mechanical engineer

Randall "Randy" Frymire, P.E., is a Principal of FSC MEP Engineers, LLC, a subsidiary of FSC, Inc. He has worked as a consulting engineer for over 35 years providing mechanical and electrical engineering and design, project management and planning, studies and analysis, peer reviews, value engineering studies, construction administration, and commissioning services. Randy's primary discipline is mechanical engineering, specifically HVAC, hydronic, and plumbing systems.

Randy's attention to detail and experience in managing multi-disciplinary projects has gained him respect and trust from many repeat clients. He stays involved in all his projects from conceptual design phase to project close-out. He specializes in educational, healthcare, laboratories, residential, office buildings, food processing, mixed-use, and governmental (municipal/military) facilities.

Randy's Project Experience:

- Health Department Remodel and Addition, City of Joplin, MO*
- McDonald County School District VocAg Building, Joplin, MO*
- Newman Municipal Building Remodel, Joplin, MO*
- City Hall Renovation, Joplin, MO*
- Joplin Regional Airport Terminal, Joplin, MO
- Missouri National Guard Armory Kitchen Remodel, Joplin, MO
- Joplin Schools Temporary East Middle School, Joplin, MO
- Joplin Public Safety, Joplin, MO
- Joplin Storage, Joplin, MO
- St. John's Regional Medical Center, Joplin, MO
- Central Plant Replacement, MSSU, Joplin, MO
- Health Sciences Classroom Building, MSSU, Joplin, MO
- Ummel Technology Center Chiller Replacement, MSSU, Joplin, MO
- CFI Trucking/Maintenance Facilities (Con-Way), Joplin, MO
- Joplin Petro Addition/Renovation, Joplin, MO
- Matheson Gas, Joplin, MO
- Sulfer High School Kitchen Renovation, Sulfer, OK
- General Mills Office Addition, Joplin, MO
- Algeier, Martin & Associates Office Building, Joplin, MO
- Hollywood Casino Kitchen, Buffet and Food Service Areas, Kansas City, KS
- Las Vegas Event Center Food Service Areas, Las Vegas, NV

EDUCATION
B.S. Mechanical Engineering
Value Engineering Module I Workshop

REGISTRATION
Professional Engineer (P.E.)
AL, CA, IA, KS, MN, **MO** (#020786, valid thru 12-31-16), NE, OH, OK, TN, NV

AFFILIATIONS
Society of American Value Engineers (SAVE)
American Society of Heating, Refrigeration

**work performed while with another firm*

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: Engineering Services and Project Management
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Inspection Services
2) RFQ – Exhibit A
3) PLJBD Inc. Bid Response– Exhibit B
4) Fee Proposal and Rates—Exhibit C and Exhibit D
5) Bid Tabulation –Exhibit E
6) Council Bill No. 2016-357

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of agreement with PLJBD Inc. Engineering Services and Project Management Services. The contract amount is $35,650.00 (Thirty-Five Thousand Six Hundred and Fifty Dollars).

Background: In December of 2015 the City determined it required engineering services to evaluate the building integrity and prepare a plan for repair, rehabilitation, and mold mitigation for the Howsman Building located at 502 South Virginia Avenue due to owner neglect. The project is funded by the Revolving fund that is currently used for demolitions.

Discussion: Repairs will need to be completed quickly as water damage continues to degrade the building and adjacent structures.

Recommendation: It is recommended that the Agreement with PLBJD Inc. be approved; this Ordinance dealing with the immediate preservation of the public peace, property, health, safety or morals, containing the statement that an emergency exists and specifying distinctly the facts and reasons constituting such emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval.

COUNCIL BILL NO 2016-357 ORDINANCE NO.

AN ORDINANCE approving an agreement by and between the City of Joplin and PLBJD Inc. for Engineering and Project Management Services. The contract amount is $35,650.00 (Thirty-Five Thousand Six Hundred and Fifty Dollars), and authorizing the Director of Planning, Development, and Neighborhood Services, to execute said Agreement and Amendments; and containing an emergency clause.

WHEREAS, the Howsman Building located at 502 South Virginia Avenue is need of roof repairs and remediation due to a leaking roof;

WHEREAS, as result of the leaking roof, a mildew problem has arisen that potentially may become a public health issue;

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City authorize the PLBJD Inc. agreement to include the amount of $35,650.00 (Thirty-Five Thousand Six Hundred and Fifty Dollars), Engineering and Project Management Services.

Section 2. That the Director of Planning, Development, and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, for the immediate preservation of the public health and safety, and the same shall be in full force and effect immediately from and after its adoption and approval.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
Michael L. Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

_____
Leslie Haase, Director of Finance

COUNCIL BILL NO. 2016 – 360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 S. Park in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Forty Nine and 00/100 Dollars (2,449.00); 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 Nelson Demolition in the amount of Two Thousand Four Hundred Forty Nine 00/100 Dollars ($2,449.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 218 S. Park.

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 218 S. Park And legally described as:

ALL OF LOT NUMBERED THREE HUNDRED ONE (301) IN Y.M.C.A. ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2016, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM
:_____
Peter C. Edwards, City Attorney

CLOSING DATE:	12-Feb-2016	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	218 S. Park Ave.

COMPANY	BIDS
B & D Yardbuilders	$2,644.00
Big John's	$3,499.00
Jordan Disposal	$2,458.00
Nelson's Enterprises	$2,449.00


COUNCIL BILL 2016-360
218 S. PARK







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date March 7, 2016

Item: COUNCIL BILL NO. 2016-360
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 360
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 218 S. Park.

Summary: The above listed address was "tagged" as a dangerous building on November 19, 2015. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 29, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on February 12, 2016. At that time bids were received as follows:

Big Johns	$ 3,499.00
B & D Yard builders	$ 2,644.00
Jordan Disposal	$ 2,458.00
Nelson Demolition	$ 2,449.00

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.

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 2,449.00 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.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 7, 2016

ITEM: COUNCIL BILL NO. 2016-502
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2015-2016 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the budget to replace the totaled vehicle from the airport. The insurance recovery is $12,880, as well as $10,000 from the salvage yard. The self-insurance fund will reimburse the remaining $4,520.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $27,400.00 and increases expenditures by $27,400.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2016-502 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2015-168 on October 19, 2015, which estimated revenues and appropriated funds for the fiscal year 2015-2016, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing revenues by the total amount of Twenty-Seven Thousand Four Hundred Dollars and No Cents ($27,400.00) and by amending appropriations by the total amount of Twenty-Seven Thousand Four Hundred Dollars and No Cents ($27,400.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
7-Mar-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
405	Airport Fund					
	Airport	405-0000-450-0604	Insurance Claim Settlement	$	17,400	-
	Airport	405-0000-450-0406	Sale of Property & Equip		10,000	-
	Airport	405-5004-520-8210	Motor Vehicles			27,400
	Total Airport Fund			$	27,400	27,400
	Grand Total			$	27,400	27,400

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 7, 2016

ITEM: COUNCIL BILL NO. 2016-503
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill; 2) Schedule "A" Budget Amendment Summary; 3) Schedule "B" Financial Impact

Department Head: Leslie Haase
City Attorney: Peter Edwards
Parks Director: Scott Garrie
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill reclassifies various positions in the Parks Department, adds an additional Recreation Coordinator and amends the adopted 2015-2016 Budget of the City of Joplin.

DISCUSSION:
City Council recently discussed reclassifying various positions in the Parks Department, as well as discussed adding an additional Recreation Coordinator position not included in the 2015-2016 Adopted Budget. As a result, the budget is being amended to reflect these changes in the general fund and parks fund.

Here is the explanation for the items in Schedule A:

- Amending the budget to move the cemetery position to the general fund by $65,000 and reclassify the position from Range 310 to Range 320 for an overall partial year increase of $2,267. In order to keep both the General Fund and the Parks Fund balanced, the subsidy from the general fund to the parks fund has to decrease to cover the cost of moving the position to the general fund for a partial year.
- Amending the CVB Special Projects Regular Wages by $2,390 for 25% of the cost of a partial year for the reclassification of the Athletic Facilities Superintendent.
- Increasing the concession income by $36,000 as indicated by the parks department to fund the additional position and reclassifications.
- Increasing the recreation program fees by $3,700 as indicated by the parks department to fund the additional position and reclassifications.
- Increasing the pool facility rental fees by $10,000 as indicated by the parks department to fund the additional position and reclassifications.
- Decreasing the subsidy to the parks fund from the general fund to cover moving the Cemetery Superintendent to the general fund by $65,000.
- Amending the budget to reclassify the Senior Clerk to an Accounting Specialist by $3,115 for the remainder of the year in the Parks Administration

Division.

- Amending the budget to reclassify the Athletic Facilities Superintendent by $9,554 for the remainder of the year, charged partially to Athletic Complex, Stadium Maintenance, and CVB.
- Amending the budget to add an additional Recreation Coordinator not included in the adopted 2015-2016 budget by $37,000 for the remainder of the year, charged to the Athletic Complex.

While this budget amendment decreases overall revenues in the parks fund by $15,300.00 and decreases overall expenditures in the parks fund by $15,300.00, the decrease is the result of moving a position to the general fund from the parks fund and decreasing the corresponding subsidy from the general fund to the parks fund, plus the increase in revenues. This budget change will keep both funds balanced.

As shown on the financial impact summary, the actual overall increase in costs for the remainder of the year is approximately $51,800, with a corresponding increase in budgeted revenues of $49,700. The increase for the reorganization and additional position for an entire fiscal year is approximately $64,200. This increase in cost doesn't include the projected increase in revenues by the Parks Department.

RECOMMENDATION:
Staff brings this item to Council for consideration.

COUNCIL BILL NO. 2016-503 ORDINANCE NO.

AN ORDINANCE approving the reclassification of various positions in the Parks Department; adding an additional Recreation Coordinator; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

WHEREAS, the City of Joplin desires to reorganize the Parks Department, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That various Parks Department positions be reclassified as shown in Schedule B attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That the Parks Department add a Recreation Coordinator, at a salary range 150 within the Salary Administration Plan of the City of Joplin.

Section 3. That Fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by decreasing overall revenues by the total amount of Fifteen Thousand Three Hundred Dollars and No Cents ($15,300.00) and by decreasing overall appropriations by the total amount of Twelve Thousand Nine Hundred Ten Dollars and No Cents ($12,910.00.) for the purposes and amounts shown in Schedule A attached hereto.

Section 4. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2016, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
FINANCIAL IMPACT OF PARKS CHANGES
29-Feb-16

SCHEDULE "B"

FY2016 ADOPTED BUDGET					CHANGES					YEAR ONE	PARTIAL YEAR
JOB TITLE	PAY RANGE	WAGES	BENEFITS	TOTAL COST	JOB TITLE	PAY RANGE	WAGES	BENEFITS	TOTAL COST	FINANCIAL IMPACT	FINANCIAL IMPACT
Proposed Changes after Proposed Budget:											
Parks Facilities Maintenance Supervisor	310	60,346	23,309	83,656	Cemetery Superintendent (1)	320	62,733	23,944	86,678	3,022	2,267
Parks Maintenance Supervisor	320	68,101	30,575	98,676	Parks Maintenance Superintendent	320	68,101	30,575	98,676	-	-
Golf/Athletic Field Maintenance Supervisor	200	42,995	18,617	61,612	Athletic Facilities Superintendent	320	52,351	22,000	74,351	12,739	9,554
Recreation Supervisor	300	43,302	17,789	61,091	Business Development Manager	300	43,302	17,789	61,091	-	-
Senior Clerk	130	25,434	16,716	42,149	Accounting Specialist	160	28,425	17,877	46,302	4,153	3,115
New Position		-	-	-	Recreation Coordinator	150	25,784	18,498	44,282	44,282	36,902
TOTAL FINANCIAL IMPACT OF CHANGES										**64,196**	**51,837**

(1) This position will move from the parks fund to the general fund. As such, the subsidy to the parks fund must decrease to move the wages to the general fund and keep both funds in balance. Parks revenues are being increased to offset the remaining changes.

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
8-Feb-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Cemetery	001-6540-560-1010	Regular Wages	$		65,000
	Subsidy	001-9003-500-9015	Parks Fund Subsidy			(65,000)
	Total General Fund			$	-	-
105	CVB Fund					
	CVB Special Projects	105-4080-560-1010	Regular Wages	$		2,390
	Total CVB Fund			$	-	2,390
115	Parks Fund					
	Parks	115-0000-430-0802	Concession Income	$	36,000	-
	Parks	115-0000-430-0603	Recreation Program Fees		3,700	
	Parks	115-0000-430-0611	Pool Facility Rental Fees		10,000	-
	Parks Subsidy	115-0000-460-0201	General Fund Subsidy		(65,000)	
	Parks Administration	115-6501-560-1010	Regular Wages			3,115
	Parks Athletic Complex	115-6516-560-1010	Regular Wages			(20,804)
	Parks Stadium Maintenance	115-6530-560-1010	Regular Wages			2,389
	Total Parks Fund			$	(15,300)	(15,300)
	Grand Total			$	(15,300)	(12,910)

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MARCH 7, 2016

ITEM: COUNCIL BILL NO. 2016-504
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Agreement and Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill authorizes the City Manager to execute an agreement with Joplin Proud to participate in the "Five Years Strong" anniversary event and amends the budget for the financial participation of the City.

DISCUSSION:
At a recent city council meeting, representatives from Joplin Proud presented a summary of the programs for the "Five Years Strong" anniversary event of the EF-5 tornado that struck our community on May 22, 2011. During the presentation, a request was made for the City to participate in the event with financial support of up to $25,000.00 for the following items:

- Graphics and promotional materials $10,000
- Reception for visiting city leaders $3,000
- Expenses related to a musical performance $3,000
- Expenses related to Wings and Wonder $3,000
- Expenses related to Pride, Progress, & Potato Salad $6,000

The attached agreement sets forth the details of any reimbursement by the City for this event. It further states that city funds will only be utilized in the event that no other funding is available for these items.

Additionally, the budget is being amended to use $25,000.00 from the CVB fund balance to fund this agreement.

RECOMMENDATION:
Staff brings this item to Council for consideration.

COUNCIL BILL NO. 2016-504 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and Joplin Proud, dealing generally with the "Five Years Strong" anniversary event; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin desires to participate in the "Five Years Strong" anniversary event of the EF-5 tornado that struck our community on May 22, 2011; and,

WHEREAS, the City of Joplin wishes to enter into an agreement that sets forth the details of the financial participation by the City for said event.

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

Section 1. That the Agreement, by and between the City of Joplin and Joplin Proud, to set forth the details of the financial participation by the City for the "Five Years Strong" anniversary event, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "1", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by the total amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) for participation in the anniversary event as shown in Schedule A attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2016, by a _____vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", and Joplin Proud, hereinafter referred to as "Joplin Proud", as follows:

WHEREAS, Joplin Proud will be hosting various events from May 19 to May 22, 2016, for "Five Years Strong" to recognize the five-year anniversary of the EF-5 tornado that struck our community on May 22, 2011. The City agrees to reimburse up to and not to exceed Twenty-Five Thousand Dollars ($25,000.00) from the Convention & Visitor's Bureau Fund to Joplin Proud, under the conditions set forth in this Agreement. Joplin Proud agrees to strictly comply with certain requirements and conditions of the City in exchange for said funds, as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, Joplin Proud and City hereby mutually agree as follows:

1. Statement of Work. The purpose of this Agreement is to set forth Joplin Proud's responsibilities for reimbursement by the City to be utilized for the promotion of the "Five Years Strong" anniversary event that is scheduled for May 19 through May 22, 2016. Joplin Proud will utilize the funds to assist with graphics and promotional materials, reception for visiting city leaders, expenses related to a musical performance, expenses related to Wings and Wonder, and expenses related to Pride, Progress, and Potato Salad as shown in Schedule A attached hereto.

2. Schedule. All reimbursement funds shall be requested by Joplin Proud by July 31, 2016. If funds are not requested by that time, they will not be eligible for reimbursement.

3. Payments. Joplin Proud shall provide proof of payment and such other supporting documentation as requested by City to account for expenses incurred and sums expended in

connection with the promotion of the "Five Years Strong" anniversary event. Joplin Proud shall use all donations, private funding or any other funding source prior to seeking any reimbursement from the City. The City shall require an accounting of other funding sources, prior to issuing reimbursement up to Twenty-Five Thousand Dollars ($25,000.00). Reimbursement will be limited to those items set forth in Number One, Statement of Work.

4. Maintenance of Receipts and Records. Joplin Proud agrees to maintain and make available for inspection by City, upon reasonable notice, all records for the "Five Years Strong" anniversary event showing all expenditures and receipts for the event.

5. Non-Discrimination. Joplin Proud shall not discriminate against any person as to race, sex, creed, handicap, national origin, age, or veteran status, in the performance of this contract and the event supported by public funds.

6. Indemnification. Joplin Proud hereby agrees that it will indemnify and save harmless the City against any expenditures determined to be ineligible. In addition, Joplin Proud, its agents and employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Joplin Proud shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

7. Termination. The obligations of Joplin Proud under this Agreement shall terminate upon utilization of all funds described herein, or upon the failure to utilize said funds within the time frame described herein.

8. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

11. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

12. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

13. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

14. Choice of Law. This Agreement has been made, and its validity, performance and

effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"JOPLIN PROUD"

By: _____

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a municipal corporation

By: _____
SAMUEL L. ANSELM,
City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2015-2016 ADOPTED BUDGET
7-Mar-16

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
105	CVB Fund					
	CVB Administration	105-4001-560-2815	Special Events & Promotions	$		25,000
	Total CVB Fund			$	-	25,000
	Grand Total			$	-	25,000

SCHEDULE "A"

Joplin Proud: Five Years Strong
Schedule of Events
May 19-22, 2016

	Private Funding	Private Grants	Funding TBD
Prior to the Event			
Chamber of Commerce Foundation			
• "Spread Our Wings: Fly High and Proud." Metal butterfly sculptures are purchased by businesses or residents and permanently displayed across the community. Project kicked off in October and continues. Profit from the project is designated as initial funding for the MSSU conference in May. Goal: 25 butterflies (Currently 21 sold)	X		
Joplin Proud			
• Website development and administration. This will function as the primary communication via social media and will provide links to all events		$ 8,000	
• Graphics and promotional materials. This will cover production of verify of small printing and specialty item needs for events such as Picnics, Closing Ceremony, etc.		$ 7,000	$ 10,000
Tuesday, May 17			
• Day of Service – clean-up and planting (High School/Chamber's YPN)	X		
Thursday, May 19			
• Third Thursday (Downtown Joplin Alliance)	X	$ 4,000	
• Think Tank webinar (MSSU), hosted by FEMA as part of the Disaster Recovery Summit	X		
• Journal Joplin readings	X		
• "Dear World" exhibition, sponsored by Spiva Center for the Arts	X		
Friday, May 20			
• Rebuilt Business Open Houses (Chamber of Commerce)	X		
• Self-Guided Tour (Scott Clayton, Habitat for Humanity, Rebuild Joplin, Samaritan's Purse, etc.)	X		
• Joplin Memorial Marathon Expo (Ruth S. Audie Dennis)	X		
• Walk of Silence (Ruth S., Audie Dennis)	X		
• Joplin Memorial Kids Run (Ruth S., Audie Dennis)	X		
• Blasters Baseball – Opening Weekend (Dave Suarez)	X		
• Disaster Recovery Summit (MSSU) - The event is primarily privately funded. The $3,000 will cover the expense of a dinner/reception at Joplin City Hall for visiting city leaders who will have come from out of town. Ideally, Joplin City leaders will host (Sam? Mike?). Jane Cage can provide additional details.	X	$ 20,000	$ 3,000
• Musical Performance: "The Other Side of Storm", Dr. Bird at Joplin High School. This event is partially privately funded. The $3,000 will cover the choral music, printing 2,600 free tickets and programs, etc.	X		$ 3,000
• "Dear World" exhibition, sponsored by Spiva Center for the Arts	X		

Joplin Proud: Five Years Strong
Schedule of Events
May 19-22, 2016

	Private Funding	Private Grants	Funding TBD
Saturday, May 21			
• Joplin Memorial Marathon (Ruth S. Audie Dennis)	X		
• Open Houses (Chamber of Commerce)	X		
• Self-Guided Tour (Scott Clayton, Habitat for Humanity, Rebuild Joplin,	X		
• Pet Reunion in Parr Hill Park (Joplin Humane Society, Connie Andrews, Lisa Boston)	X		
• Blasters Baseball – Opening Weekend (Shawn Suarez) *fireworks?*	X		
• Give Thanks Concert (Victory Ministries)	X		
• Musical Performance: After the Storm (Dr. Bird at Joplin High School)	X		
• Wings and Wonder – Children's event (Ann Leach and Picnic Team)			$ 3,000
• "Dear World" exhibition, sponsored by Spiva Center for the Arts	X		
Sunday, May 22			
• Self-Guided Tour (Scott Clayton, Habitat for Humanity, Rebuild Joplin,	X		
• Pride, Progress and Potato Salad (Ann Leach and Picnic Team) Community Reunion picnic			$ 6,000
• "Dear World" exhibition, sponsored by Spiva Center for the Arts	X		
• Joplin High School Graduation (Kelli Price)	X		
• Community Faith Service (Aaron Brown and team)			
• Ringing of community church bells at 5:41 pm	X		
• Journal Joplin readings	X		
	$ -	**$ 39,000**	**$ 25,000**

City of Joplin City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

ITEM: COUNCIL BILL 2016-602

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: COUNCIL BILL 2016-602, Agreement, Maps, Appraisal

FIRE CHIEF JAMES FURGERSON:
CITY MANAGER SAM ANSELM
CITY ATTORNEY PETER EDWARDS:
FINANCE DIRECTOR LESLIE HAASE

BACKGROUND:
In 2006 the citizens of Joplin voted on and passed the Public Safety Sales Tax. One of the projects listed was an Eastside Fire Station. We have selected the land for this station and will once approved begin design and then construction of the station.

DISCUSSION:
The land is located north of 32nd and CR220 and will include two square acres of the north east corner of this lot. This location was selected due to its location and the coverage it provides. This property will adequately protect the Cross-Roads Industrial park as well as several businesses, residents along East 32nd Street and parts of both I-44 and I-49 that are currently outside the 1.5 mile road distance from Station 5. ISO has gone from using 1.5 mile radiuses and now evaluates departments on actual road miles from the station. This property had an appraisal of $143,000 and after negotiating with the land owner we have got the price down to $155,000. We feel this is a fair price, and close to the appraised value. During the search for land we have found property along 32nd and in that general area ranging from $75,000 to $500,000 an acre.

RECOMMENDATION:
Staff recommends approval of this council bill on an emergency basis.

INVOICE

FROM:

Deborah Pearson & Co., Inc.
P.O. Box 451126
Grove, OK 74345

Telephone Number: (417) 388-0013 **Fax Number:**

TO:

City of Joplin
602 S. Main
Joplin, MO 64801

Telephone Number: **Fax Number:**
Alternate Number: **E-Mail:**

INVOICE NUMBER
15093
DATE
05/13/2015

REFERENCE

Internal Order #:	15093
Lender Case #:	
Client File #:	
Main File # on form:	15093
Other File # on form:	
Federal Tax ID:	02-0659276
Employer ID:	

DESCRIPTION

Lender: City of Joplin **Client:** City of Joplin
Purchaser/Borrower: City Of Joplin
Property Address: Section 15, Township 27, Range 32
City: Joplin
County: Jasper **State:** MO **Zip:** 64801-5780
Legal Description: A two (2) acre tract from the NE corner of the attached deed. Please refer to the attached plat.

FEES	AMOUNT
1004 - GP	400.00
Terms: Net 30 Days; 18% Per Annum **SUBTOTAL**	400.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
		SUBTOTAL	0.00
Make Checks Payable To: Deborah Pearson & Co., Inc.		**TOTAL DUE**	$ 400.00

LAND APPRAISAL REPORT

File No.: 15093

SUBJECT

Property Address: Section 15, Township 27, Range 32 City: Joplin State: MO Zip Code: 64801-5780

County: Jasper Legal Description: A two (2) acre tract from the NE corner of the attached deed. Please refer to the attached plat.

Assessor's Parcel #: 20501500000013001 Tax Year: 2014 R.E. Taxes: $ 75 Special Assessments: $ 0

Market Area Name: Joplin, MO Map Reference: 27900 Census Tract: 0119.00

Current Owner of Record: Hubler Family Investments Borrower (if applicable): City Of Joplin

Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) HOA: $ 0 ☐ per year ☐ per month

Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable

If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: Commercial use

Intended User(s) (by name or type): Commercial use

Client: City of Joplin Address: 602 S. Main, Joplin, MO 64801

Appraiser: Deborah Pearson Address: 2401 East 32nd St., Ste. 10-182, Joplin, MO 64804

MARKET AREA DESCRIPTION

Characteristics			
Location:	☐ Urban	☐ Suburban	☒ Rural
Built up:	☐ Over 75%	☐ 25-75%	☒ Under 25%
Growth rate:	☐ Rapid	☐ Stable	☒ Slow
Property values:	☐ Increasing	☒ Stable	☐ Declining
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply
Marketing time:	☐ Under 3 Mos.	☐ 3-6 Mos.	☒ Over 6 Mos.

Predominant Occupancy	
☒ Owner	80
☐ Tenant	20
☒ Vacant (0-5%)	
☐ Vacant (>5%)	

One-Unit Housing	PRICE $(000)	AGE (yrs)
Low	30	0
High	500	150
Pred	150	30

Present Land Use	
One-Unit	30 %
2-4 Unit	1 %
Multi-Unit	1 %
Comm'l	50 %
Vacant	18 %
	%

Change in Land Use	
☐ Not Likely	
☒ Likely *	☐ In Process *
* To:	Vacant to Improved

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: Market conditions have improved. Interest rates are still low with present rates between 2-6%.

Market Boundaries: North of 32nd, South of Zora, East of Central City Road and West of County Road 170.

SITE DESCRIPTION

Dimensions: 2 ac Site Area: Acres

Zoning Classification: C-3 Description: Planned Shopping Center District

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: The planned Shopping Center District is intended for a unified grouping of one or more buildings of retail shops and stores.

Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) $ ____ / ____

Comments:

Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Improved

Actual Use as of Effective Date: Vacant Land Use as appraised in this report: Vacant Land

Summary of Highest & Best Use: See Addendum

Utilities	Public	Other	Provider/Description
Electricity	☐	☐	
Gas	☐	☐	
Water	☐	☐	
Sanitary Sewer	☐	☐	
Storm Sewer	☐	☐	
Telephone	☐	☐	
Multimedia	☐	☐	

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Width	N/A		
Surface	Asphalt		
Curb/Gutter	None	☐	☐
Sidewalk	None	☐	☐
Street Lights	None	☐	☐
Alley	None	☐	☐

Frontage	Average
Topography	Mostly Level
Size	2 ac
Shape	Square
Drainage	Average
View	Average

Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 29097C0283E FEMA Map Date 11/2/2012

Site Comments: No apparent adverse easements or encroachments were noted, however, the appraiser was not provided with a survey or plat map of the property. It must be noted that right of way and utility easements are common. The appraiser has assumed that no adverse easements or encroachments exist.

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LAND APPRAISAL REPORT

File No.: 15093

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Ozark Gateway Multiple Listing System: Updated Daily to Weekly.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:
Date:	
Price:	
Source(s): OGAR/Beacon	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Section 15, Township 27, Range 3 Joplin, MO 64801-5780	2717 W. Schifferdecker Joplin, MO 64801		Prosperity Road Joplin, MO 64801		2001 W. 20th Joplin, MO 64804	
Proximity to Subject		5.63 miles NW		4.97 miles N		6.53 miles W	
Sale Price	$ 0		$ 115,000		$ 287,439		$ 150,000
Price/ Acre	$ 0	$ 47,520.66		$ 57,951.41		$ 71,428.57	
Data Source(s)	Personal Inspect	MLS #97815C; DOM 1840		MLS #133927C; DOM 248		MLS #110679C; DOM 885	
Verification Source(s)	Personal Inspect	Ozark Gateway MLS/Beacon		Ozark Gateway MLS/Beacon		Ozark Gateway MLS/Beacon	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing	0	ArmLth		ArmLth		ArmLth	
Concessions	0	None Noted		None Noted		None Noted	
Date of Sale/Time	0	06/21/2012		11/28/2012		11/04/2011	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Average	Average		Average		Average	
Site Area (in Acres)	2	2.42	-19,959	4.96	-140,661	2.1	-7,143
Extra Features	None	None		None		None	
Extra Features	None	None		None		None	
Net Adjustment (Total, in $)		☐ + ☒ −	$ -19,959	☐ + ☒ −	$ -140,661	☐ + ☒ −	$ -7,143
Adjusted Sale Price (in $)			$ 95,041		$ 146,778		$ 142,857

Summary of Sales Comparison Approach: All comparables sold more than 6 months ago due to the lack of sales in the area. All comparable sales are further than one mile from subject due to a lack of sales in subject's immediate area. All comparables are located within subject's marketing area. After searching all available sales in the subjects market, it was determined that the sales utilized within this report were the most similar in key features and required the fewest adjustments.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 143,000

Final Reconciliation: The market approach to value was considered the most reliable. Comparable sale #3 wa most relied upon. Estimated market & exposure time for subject based upon the value stated as of the effective date is 12-30 months.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 143,000 , as of: 05/05/2015 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 20 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Scope of Work ☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Client Name: City of Joplin
E-Mail: Address: 602 S. Main, Joplin, MO 64801

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Deborah K. Pearson	
Appraiser Name: Deborah Pearson	Supervisory or Co-Appraiser Name:
Company: Deborah Pearson & Co, Inc.	Company:
Phone: 417-388-0013 Fax:	Phone: Fax:
E-Mail: mail@dpcprime.com	E-Mail:
Date of Report (Signature): 05/13/2015	Date of Report (Signature):
License or Certification #: RA003016 State: MO	License or Certification #: State:
Designation: Certified General	Designation:
Expiration Date of License or Certification: 06/30/2016	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 05/05/2015	Date of Inspection:

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Legal Description

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

1515-1516

No. 1619

Instrument WD

Dated Jan. 28, 1942 Filed Jan. 28, 1942 4:40 P.M.

George L. Painter and Ruby D. Painter, wife

TO

Jess Hubler and Hazel Hubler, husband and wife

Consideration $3150.00

Granting Clause G B & S C & C

Conveys All of the SW¼ of the SW¼ & the W½ of the NE¼ of the SW¼ of Sec. 15, T. 27, R. 32, also surface right-of-way for a private road across the NW cor of the SE¼ of the SW¼ of sd Sec. 15, sd road to be 16 ft wide, Jasper Co., Mo., containing 60 acres more or less.

This deed is made subject to a 1st deed of trust in the amt of $900.00 securing a note payable to the Jasper Co. School Fund, which 2nd pties assume & agree to pay.

(R. S. $3.85)

To H. & H. unto 2nd pt their (H & A forever)

Covenant Wnty. Gen.

Signed

George L. Painter
Ruby D. Painter

STATE OF Missouri }
County of Jasper } ss

On this 28th day of Jan. 1942 before me personally appeared George L. Painter and Ruby D. Painter, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and official seal at my office in Joplin the day and year first above written.

My term expires August 6, 1945

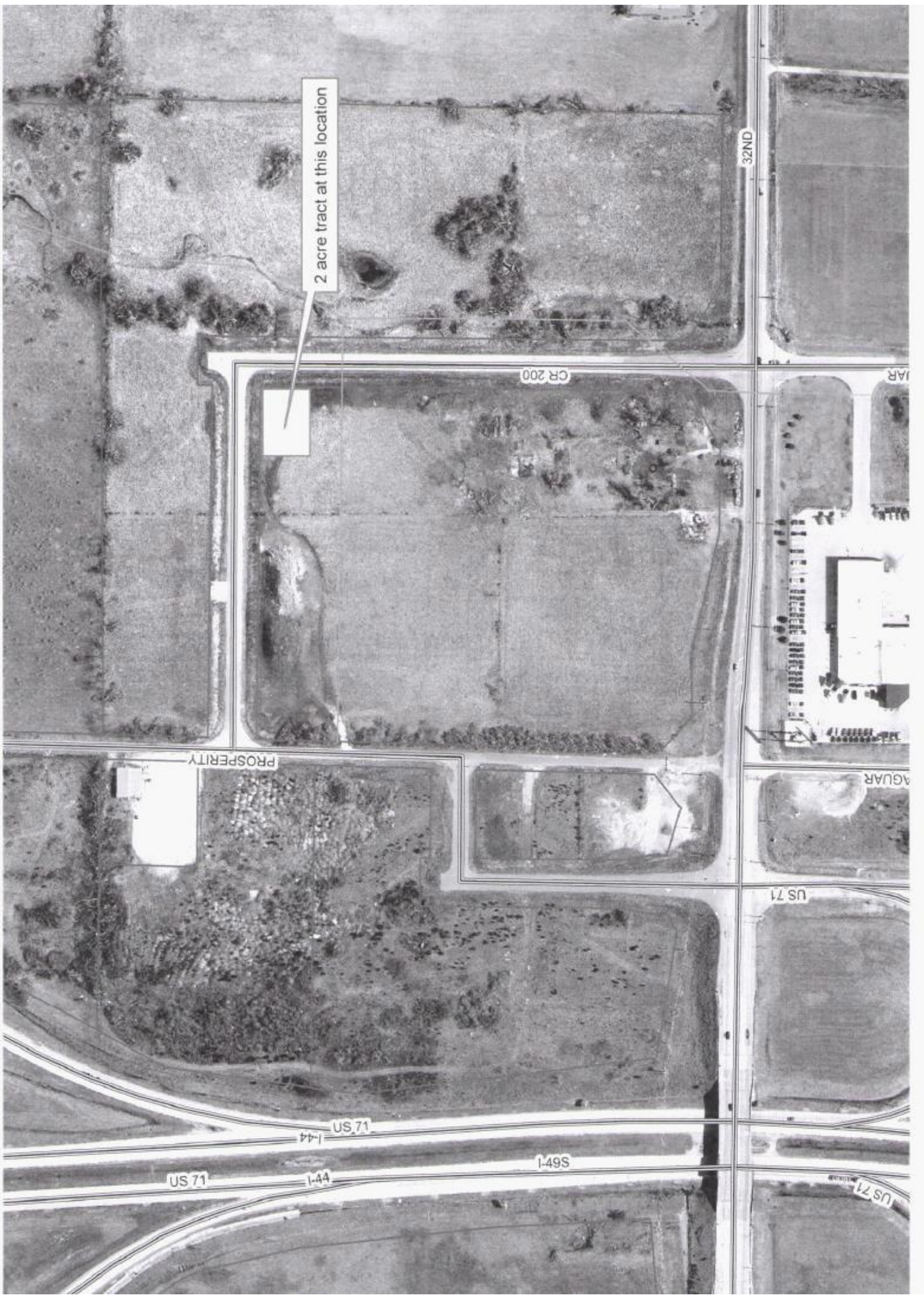
(SEAL) OK Rob't A. Pearson, N.P.

Recorded Book Page

Form E 4-41-38M

Plat Map

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



Borrower	City Of Joplin					File No.	15093
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: Deborah K. Pearson

Name: Deborah Pearson

Certified General

State Certification #: RA003016

or State License #:

State: MO Expiration Date of Certification or License: 06/30/2016

Date of Signature and Report: 05/13/2015

Effective Date of Appraisal: 05/05/2015

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 05/05/2015

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

Intended Use
The Intended use of this report is the evaluate the property that is subject of this appraisal for potential purchase purposes only, subject to the stated scope of work, purpose of this appraisal, reporting requirements of this appraisal form, definitions, statements, clarifications, certifications, limiting conditions, assumptions and definition of market value. No additional intended users are identified by the appraiser.

Intended Users
The Intended users of this report are the City of Joplin only. No additional intended users are identified by the appraiser.

Highest and Best Use Analysis
Given the physical, legal, financially feasible and maximally productive tests, the subject property is considered to be best suited for commercial use. This conclusion is based on limited legal constraints, observations of surrounding land uses, and review of activity in the market, location, topography, size, zoning, income producing variables (if any) plus other variables considered including supply and demand of property in the area.

Area Data
The Joplin Metropolitan Statistical Area is one of the six recognized metropolitan regions in state, Joplin is located in the southwest corner of Missouri and considered a part of the “four state area” which consists of Southwest Missouri, Southeast Kansas, Northeast Oklahoma and Northwest Arkansas. The Joplin Metropolitan Statistical Area (MSA) as defined by the U.S. Census Bureau includes Jasper and Newton Counties in the State of Missouri. It is the fourth largest statistical area in the State of Missouri. The MSA number for Joplin is 27900, Jasper County is 29097 and Newton County is 29145.
As the commercial, medical and cultural hub of the four-state area, Joplin provides services for more than eight times its population. Joplin is located approximately seven miles from the Kansas border, ten miles from the Oklahoma border and 50 miles from Arkansas line. During the day, the estimated population swells to more than 200,000 people.

Unemployment in the area is lower than the national average partly due to a highly diversified manufacturing base which provides approximately 19 percent of the jobs in the area. As a regional provider of medical services, Joplin employs more than 4,000 people in the health care profession. The area's major hospitals include Freeman and St. John's. The trucking industry represents another major employer, since Joplin is considered the "Crossroads of America." Joplin remains a regional economic powerhouse, with numerous trucking lines headquartered in town, as it is situated strategically near the geographic and population centers of the nation.

Conducted quarterly, the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Survey assesses living costs in hundreds of cities nationwide. The resulting index measures relative price levels for consumer goods and services in participating cities and compares them to the national average – the index number 100 – for all cities. The cost of living in Joplin has been one of the lowest among state metro areas from 1995 to present. As a result of Joplin being an employment and shopping hub for the area, the cost of living is also low for surrounding areas. Subject is located in the Joplin Statistical Area.

In the nineties, the city continued to expand eastward towards the current I-49 and large scale development occurred along Rangeline Road, particularly around Northpark Mall. In the 2000’s Joplin began developing an industrial park just east of I-49 which continues to grow yearly. Growth has also occurred in many of the "bedroom communities" surrounding Joplin. Cities such as Webb City, Neosho, and Carthage have populations of at least 10,000. There are numerous other suburbs that touch the city itself including Carl Junction, Duquesne, Airport Drive, Oronogo, Carterville, Redings Mill, Shoal Creek Drive, Sunnyvale, Leawood and Saginaw to name a few. Additionally, many small towns and communities comprise Joplin’s MSA.

In 2011, the City of Joplin experienced an EF-5 tornado which destroyed approximately one-third of the town. Much building has occurred in the past 2 years in most all areas in the Joplin MSA as a result. Some areas affected by the tornado remain vacant or dormant, however, the city has many plans underway to remedy this situation. These vacant areas are not considered to be a negative market condition for any surrounding properties, towns, cities or areas. New commercial and residential structures are current being built in many areas of the city, which is projected to continue in the foreseeable future.

In summary, the Joplin MSA is growing and will continue to grow in the future.

Scope of Work, Clarifications, Statements and Assumptions

The opinion of value reported in this report is qualified by the scope of work, clarifications, assumptions, limiting conditions, certifications, statements and definitions, which are set forth in the report. Acceptance of and/or any use of this appraisal report constitutes acceptance of scope of work, clarifications, assumptions, limiting conditions, certifications, statements and definitions. It is the appraiser’s intent this report must be used in its entirety and authorized or unauthorized persons or third parties using parts or portions of the report are also subject to the scope of work, clarifications, assumptions, limiting conditions, certifications, statements and definitions stated herein.

In determining the appropriate scope of work for this assignment the first step was to identify the problem to be solved. Identification of the elements such as client, use, type of value, date, subject identification and conditions have been considered herein. The next step is to determine and define the scope of work that is adequate to develop credible results. The following information includes some steps that were taken as part of this assignment.

The census tract information for the subject property was obtained from a third party provider based on the property address via appraisal software. The subject property's zoning was obtained either from conversations from the zoning authorities from subject’s area or related websites, which are assumed to be correct. If subject property data was obtained from second-hand sources it was validated by the appraiser personally accessing the subject property.

If available in the normal course of business the appraiser has evaluated any previous sales within the past 3 years prior to the effective date of the appraisal, and current contract, listing, or option of the subject property for its applicability in forming an opinion of current market value and/or marketability. The appraiser researched estimated exposure and marketing time concluded herein thru market research in subject’s area, past listing/sale history of subject and all comparable sales. If this report was completed for a purchase transaction, the appraiser reviewed the sales contract, terms and all applicable information unless otherwise stated herein. Based upon county assessor records, the property seller is the current owner of record. If any financial assistance or sale concessions are part of the sale, they have been analyzed during this valuation. Researching if the property has a local building permit is beyond the scope of this appraisal unless requested in the engagement letter.

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

The flood zone information for the subject property was obtained from a third party provider based on the property address via appraisal software. The appraiser have examined the available flood maps that are provided by the Federal Emergency Management Agency thru the appraisal software provider and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area, based upon available data. Because the appraiser is not surveyors or professionals in making determinations of flood zones, I make no guarantees, expressed or implied, regarding the determination.

The appraiser searched all resources available for current conditions in the region and neighborhood. These sources are varied and can include the Missouri Chamber of Commerce, local Chambers of Commerce, U.S. Census bureau data, city officials, websites and/or publications, city building and land use data and individuals knowledgeable about real estate in the area. The appraiser collected city tax information and tax rates through the appropriate departments.

The appraiser searched the county records to obtain legal descriptions, tax information and recorded deeds. If the property is located within the city limits, the zoning data and legal uses were obtained from city officials and/or records. The appraiser visually inspected the site and neighboring sites, took pictures of the subject site and/or improvements. Researched vacant land sales which have occurred within the last five years in areas similar to subject. The appraiser visually inspected all comparable site sales when geographically possible.

I am limited to online assessor information for some of the current property information. There may be instances where their records have not been updated to reflect current ownership or the book/page where the current deed has been recorded or general property data. I have assumed the information they provide to be accurate, however, there may be instances where the information provided herein may not be correct. A title search could better determine the accuracy of some appraisal information in most all situations if provided to the appraiser however, that is not the common business practice.

Information relating to the location or existence of public utilities has been ascertained from visual evidence only. No warranty has been made regarding the exact location or capacities of any utility systems. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated.

All valuations and calculations in this report are applicable only under the estimated program of the highest and best use and are not appropriate with any other programs of use in part or in whole. The cost and income approach to value were considered within the development of this report. Whether either approach was used is stated within the report in the applicable areas.

The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply & demand, terms of sale, motivation and conditions surrounding the offering. An appraisal is the product of a professionally trained person, but nevertheless it is an opinion only, and not a provable fact. A valuation may vary between appraisers based upon the same facts. The appraiser only warrants that the value conclusions are my best estimate as of the date of valuation. There are no guarantees, either written or implied, that the property would sell for the expressed estimate of value.

I researched and selected the comparables that are most comparable to subject from a location, physical and functional perspective. No reasonable sales that are closer or more recent are available. Requests for additional comparables will not be complied without additional compensation to the appraiser.

The appraiser did not pay a fee or anything else of value to procure this assignment.

Sales History

If the county assessor does not list property transfers on their website, the appraiser(s) do not have access to report that data herein. It must be noted the appraiser(s) did not go the courthouse and conduct a complete search of all subject's records. If a complete search of subject's transfer records is required, a title search is recommended. The appraiser(s) reserves the right to amend this report if a title search is provided to the appraiser(s) which reveals information not found by the appraiser(s). This report could become misleading depending on the information provided.

Objective of Report

The objective of the appraisal report is to offer an opinion of market value for the subject property as defined herein. The intended use of this appraisal report is to assist the lender(s)/client(s) identified by the appraiser(s) based on communication from the client/agent at the time of the original assignment. The client as defined in the Uniform Standards of Professional Appraisal Practice is the party or parties that engaged the appraiser(s) by contract in this specific assignment and is identified in this report by the appraiser(s) as the only intended user(s). There were no other intended users and there were no other intended uses communicated by the client to the appraiser(s) at the time of the assignment. This report is not to be relied upon by any third party whatsoever. The appraiser does not authorize the use of this report by any entity other than the client and any/all third party entities are not authorized to use this report. However, there are those individuals or entities that might choose to use or rely on a part of or the entire appraisal report that were not identified as intended users by the appraiser(s) and the client(s) and this report has not been prepared to address any specific needs of those individuals or entities. It is not the appraiser's intent for any portion of this report to be used for any reason other than the intended use. The appraiser(s) are not responsible for individuals or entities using just parts or the entire appraisal report for any use, therefore use of any portions of this report should be done at the individual or entities own risk. The appraiser(s) and appraiser(s) firm, associates, employees assume no liability for such actions. There is no accountability or liability to any third party, from Deborah Pearson & Co., Inc., any appraiser(s) or employee doing data entry, researching, preparing, supervising, reviewing this report or any other functions while preparing and completing this report. Deborah Pearson & Co., Inc. does not hold itself, its affiliates or its employees as experts/authorities in quality, workmanship or compliance with applicable regulations, however, the appraisers do have working knowledge of the appraisal process. Questions or concerns a third party may have should be directed to the client(s) identified in this report and not the appraiser(s).

Public Research on Subject

Police records, past issues of newspapers or any other public records have not been researched concerning the subject properties history for anything, including but not limited to that which might affect the safety or health of present and future occupants. The appraiser have assumed that subject has no adverse history that might negatively affect the value concluded unless otherwise stated herein.

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

Zoning

If subject is outside the city limits, in a rural farming town/city or community, in a suburban or rural area, there may be no zoning. All rural and many suburban areas in Jasper or Newton counties do not have county zoning. As these items are typical for these areas, properties can be rebuilt if destroyed and no adverse conditions are noted.

Square Footage and Sketches

It appears that land square footage is not reported the same from different sources. The square footage herein is assumed to be correct, however, it should not be considered to be exact for the reasons stated herein. The local assessor's office and Realtor's many times report square footage differently. No guarantee as to the accuracy of these items is expressed or implied unless otherwise stated in this report.

Site Value

Land sizes vary throughout the counties with no standard size. Site adjustments are determined based upon the value of the sites. It must be noted that comparable lots or sites may have different square footages or acreages than the subject property, however, that does not necessarily mean a site adjustment is necessary. Location is the most important variable in land value so properties may have different sizes, however, the estimated value of the land is the measurement in which adjustments are determined not the size. After a review of general parings the appraiser has either determined that site size adjustments are or are not applicable. If site size adjustments are applicable, they will be adjusted accordingly herein. If no site adjustments are made, then the value of the comparables are considered to be mostly equal even though the sizes may be different than subject's.

Site value is based on analysis of those sales of vacant parcels considered to be most similar to subject. In some cases, the extraction method of land valuation may be considered when sales data of truly similar vacant parcels are limited. Similarly, dated land sales or the appraisers estimate of the contribution to value of that feature based upon knowledge of the market is sometimes relied upon.

Surveys, Plats, Easements

The appraiser has not checked land records for recorded easements and has reported only apparent easements, encroachments and other apparent adverse conditions. The appraiser was not provided with title work or a survey which might show easements, etc. A survey should govern all legal boundaries. If no plat map was available to appraiser(s), the source of site size came from online assessor records (if available) and/or the local MLS. There are instances the appraiser does not know the exact site dimensions of subject as a result of limited information available and assumptions are made.

Inspections

The value estimated is predicated on the assumption that there are no adverse conditions on or in the property that would cause a loss in value, unless otherwise stated herein. The appraiser reserves the right to amend this appraisal should any additional information not previously known about the overall condition of the property be presented to the appraiser(s) after the effective date of the appraisal.

Hazardous Materials

Unless otherwise stated in this report, the existence of hazardous materials which may be present on the property is unknown. The appraiser is not qualified to detect such substances. The presence of substances or conditions such as molds (or what appears to be mold), asbestos materials or siding, underground storage tanks (in use or abandoned), chemical drums, present or past storage of old cars, batteries, etc., ignitable, radioactive, toxic or corrosive substances, proximity to a gas station, industrial site, landfill, pipeline, dry cleaners or chemical storage facility, mildews, indoor or outdoor air pollutants, dryvit, radon, lead paint or materials, formaldehyde, urea formaldehyde foam insulation, Chinese toxic drywall, methamphetamine, environmental problems and other potentially hazardous materials or substances may affect the value of the property. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover any hazardous or toxic materials. The intended user is urged to retain an expert in these fields, if desired. The appraiser is not qualified to determine the cause of the mold, the type of mold, or whether the mold might pose any risk to the property or its inhabitants. If the subject property was built prior to 1978 it may contain lead-based paint. Additional inspections for all environmental issues by a qualified professional is recommended. The appraiser is not a home or environmental inspector. The appraiser provides an opinion of value only. The appraisal does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Mold or other toxic substances may be present in areas the appraiser can’t see. The value estimated is predicated on the assumption that there are no such adverse conditions on or in the property that would cause a loss in value. The value in this report can’t be relied upon in the event that damage to the subject has occurred that was not visible to or has been reported to the appraiser. The appraiser assumes no responsibility for any persons health related issues that might arise or exist from any hazardous or environmental issues in/on/around/under/above the property, whether the appraiser is informed of the existence of hazardous or environmental issues or not. The appraiser is not responsible for any testing to determine the existence, extent, cause or cure for any environment issues related to the property or its inhabitants.

Environmental

Southwest Missouri has a mining history. Many of these areas are served by city or rural water districts. Portions of these areas have been included in EPA clean-up sites. If there are any adverse effects to subject it is equal to the comparable sales and no cost approach depreciation has been deemed necessary. The appraiser does not have specific data concerning all types of possible contamination for subject. If detailed information is required an environmental study is recommended. The value estimated is predicated on the assumption that there are no such adverse conditions on or in the property that would cause a loss in value. This involves the use of an extraordinary assumption, which is found to be false, could affect the appraiser’s opinions and conclusions.

Non-Disclosure and Information Sources

Please note Missouri is a non-disclosure state, therefore county records do not provide sale prices on most properties, nor are owners required by law to disclose sales price to anyone. Due to Missouri being a non-disclosure state, the main source of information concerning the comparables sales and listings reported herein is the local multiple listing system, the local county assessor records, Realtors, owners, buyers, various websites or other appraisers. The appraiser assumes no responsibly for the accuracy of any sources used during the development of this report. The appraiser has assumed the data collected to be accurate in the course of completing this report. If this assumption is found to be false, this report may become misleading. Due to a lack of availability of needed documents, if a copy of the deed is not provided in the report, the legal description provided in this report maybe an abbreviated description taken from the online county assessor's records. It is not intended to be considered a complete description and should not be relied upon. Therefore, said legal descriptions may not exactly match

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

descriptions that are taken from legal documents.

Competency
The appraiser has been appraising residential properties in the Southwest Missouri area for over 18 years. If any competency issues exist with this report it shall be clearly stated herein as required by the Uniform Standards of Professional Appraisal Practice. If no such statements are in the report the appraiser(s) believes he/she has competency to complete this report. I am familiar with the subject neighborhood and the market area. I have worked in and around this area for a number of years. I have knowledge and experience in appraising this type of property in this market area. I did drive through parts of this neighborhood in conjunction with this assignment.

Fair Housing Statement (as defined by USPAP)
The appraiser(s) did not rely on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Using Portions or Parts of this Report
It must be noted this appraisal report was intended for a specific purpose and to be used in its entirety. Persons obtaining a copy of this report should be advised that calculations of any kinds and/or values should not be used for any external purposes such as determining appropriate insurance coverage, square footage/value amounts to list or sell the property or calculations/values for any other use not related to the intended use of this report. Use of cost approach information for replacement costs may result in insufficient insurance coverage and loss in the event of property loss. Insurers and homeowners are specifically warned that the numbers, calculations and values contained in this report are not intended to and may have very little relationship to insurable values. Likewise, the square footage stated herein was for the purpose of this report only and should not be used for any external or personal purposes. It is recommended that the homeowner determine square footage for your structures through a different method if needing a square footage for personal purposes. The appraiser(s) assumes no responsibility for unauthorized personal use of parts or portions of this report. The appraiser(s) is not responsible for individuals or entities using just parts of the appraisal report for any use, therefore use of any portions of this report should be done at the individual or entities own risk.

Assumptions
The appraiser(s) may have made several hypothetical conditions, extraordinary assumptions or other assumptions throughout the report that if found to be false could make this report misleading. The appraiser(s) reserve the right to amend the report at any time with any information found by the client or intended users that would make this report more credible or improve its accuracy. Said information must be credible, reliable and verifiable by the appraiser(s) in the normal course of business prior to its use.

Small Acreage Usage
If subject is located on a small acreage, it is not considered to be a working farm. Some land owners may raise a few animals as a hobby or for personal use, but not enough to be called a working farm. Most small acreage tracts are hobby farms used as extended homesteads and not as income producing farms.

APPRAISER'S CERTIFICATION
The Appraiser(s) certifies and agrees that

1. Professional Assistance
If I relied on significant professional assistance from any individuals in the performance of the appraisal or the preparation of the appraisal report, I/we have named such individual(s) below and disclosed the specific tasks performed by them. I/we certify that any individual so named is qualified to perform the tasks. I/we have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I/we will take no responsibility for it.

2. Previous Services
I have performed no services as an appraiser or in any other capacity regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment. I have not previously appraised the property that is subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

3. Significant Assistance
None

4. Resources
I am aware of, and have access to, the necessary and appropriate public and private data sources, such as the multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

5. Other Certifications
The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions statements and limiting conditions and is my/our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

Definitions

Exposure Time

An estimate of exposure time is not intended to be a prediction of a date of sale or a simple one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

- statistical information about days on the market
- information gathered through sales verification
- interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and market conditions. Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with appraisal conclusion of value. In consideration of these factors, we may have analyzed the following:

- exposure periods of comparable sales revealed during the course of this appraisal;
- macroeconomic exposure times for the subject property type across the subject MSA and
- knowledgeable real estate professionals.

Definition of Market Time

Marketing time is the period a prospective investor would forecast to sell the subject property immediately after the date of value, at the value estimated. The marketing time is an estimate of the number of months it will require to sell the subject from the date of value, into the future. The anticipated marketing time is essentially a measure of the perceived level of risk associated with
the marketability, or liquidity, of the subject property. The marketing time estimate is based on the data used in estimating the reasonable exposure time, in addition to an analysis of the anticipated changes in market conditions following the date of appraisal. The future price for the subject (at the end of the marketing time) may or may not equal the appraisal estimate. The future price depends on unpredictable changes in the physical real estate, demographic and economic trends, real estate markets in general, supply/demand characteristics for the property type, and many other factors.

Definitions from USPAP as promulgated by the Appraisal Standards Board of The Appraisal Foundation

Credible

Something that is worthy of belief. Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use.

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Report

Any communication, written or oral, of an appraisal, appraisal review, or appraisal consulting service that is transmitted to the client upon completion of an assignment.

Client

The party or parties who engage, by employment or contract, an appraiser in a specific assignment.

Assumption

That which is taken to be true.

Assignment

An agreement between an appraiser and a client to provide a valuation service; the valuation service that is provided as a consequence of such an agreement.

Supplemental Addendum

File No. 15093

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						

Privacy Report

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

Subject Photo Page

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



Subject Site



Subject Site



Subject Street

Subject Photo Page

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



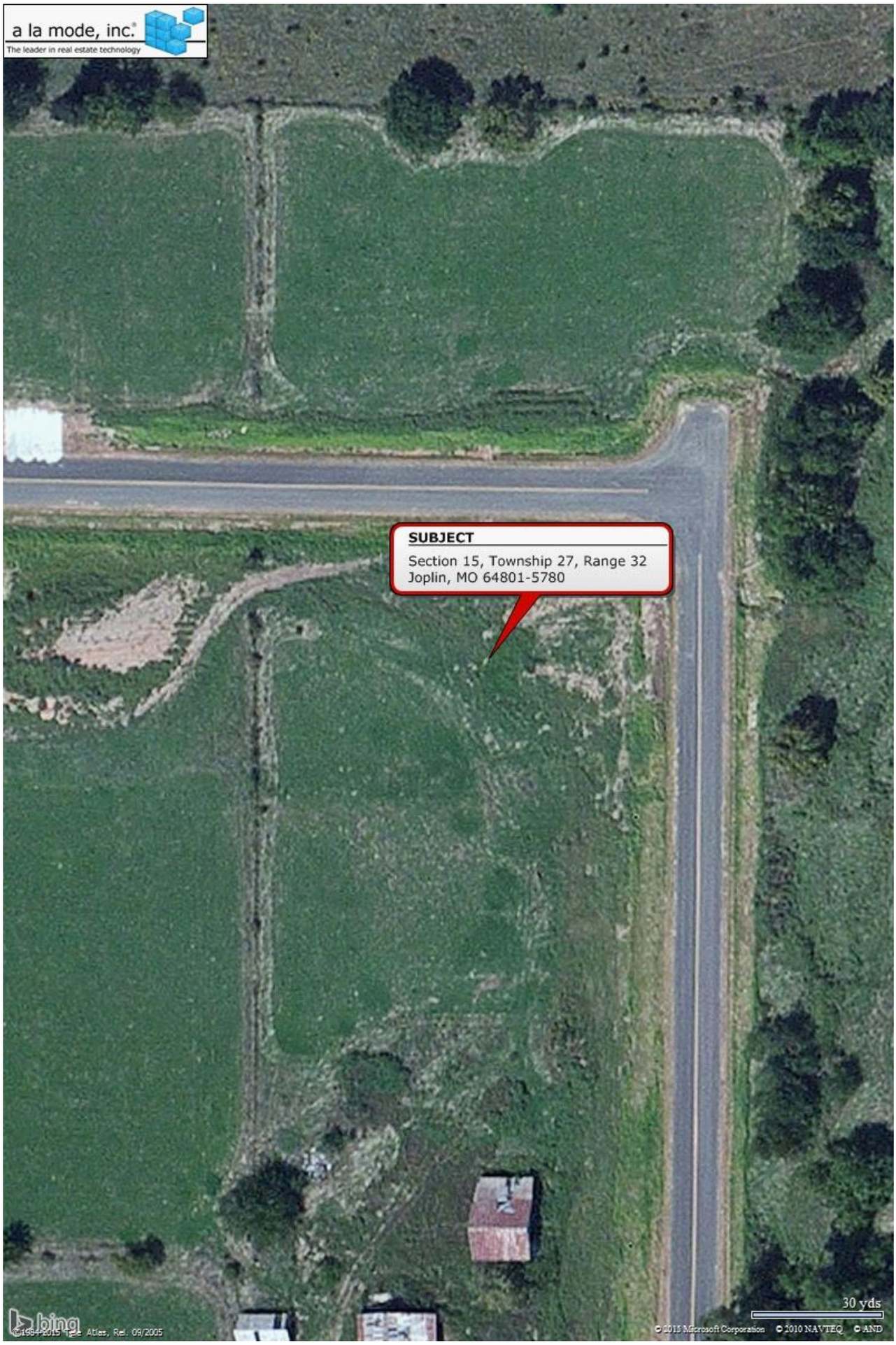
Subject Street
Section 15, Township 27, Range 32



Subject Street

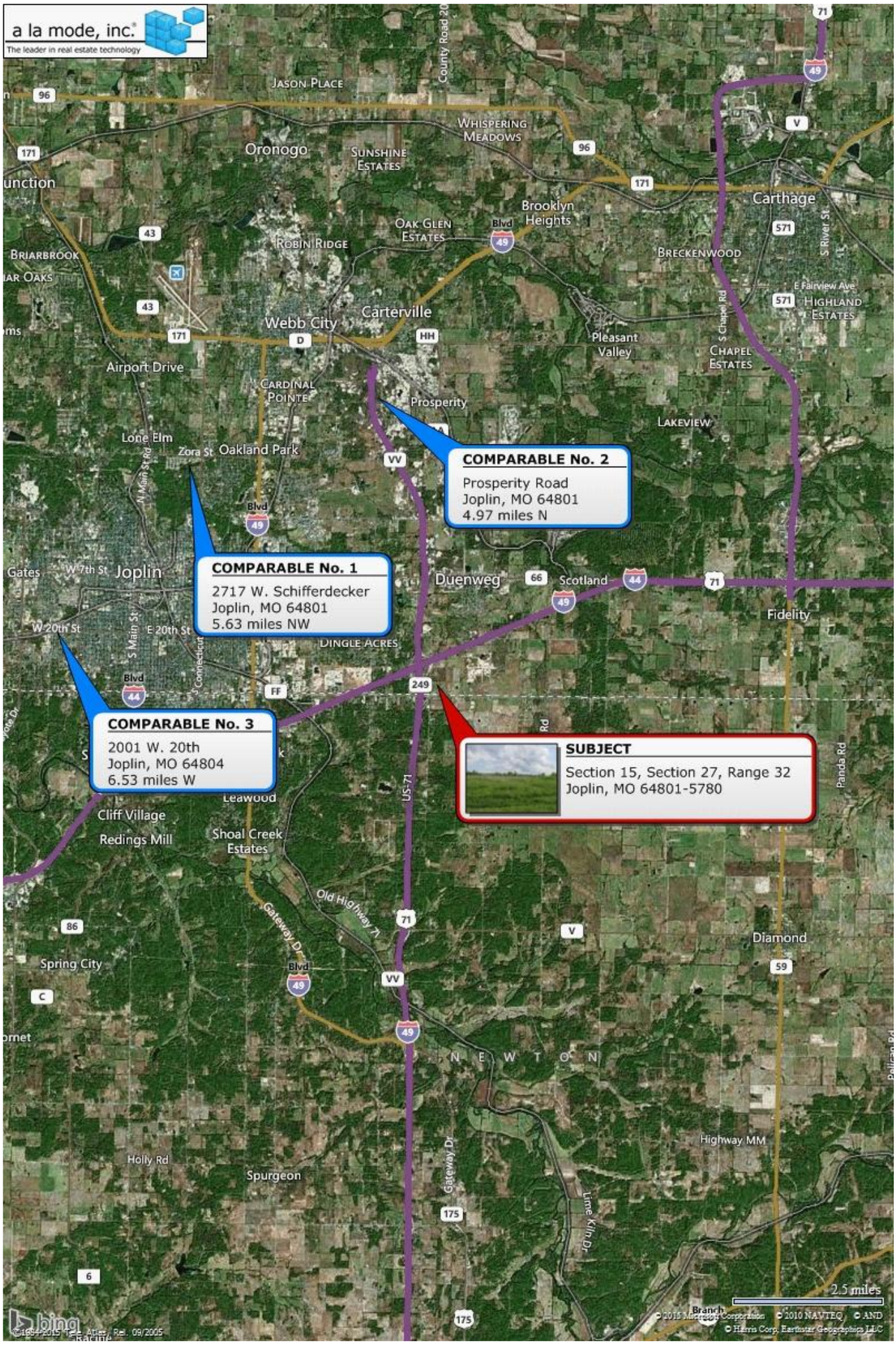
Location Map

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



Location Map

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



Flood Map

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



Assumptions & Limiting Conditions

File No.: 15093

Property Address:	Section 15, Township 27, Range 32	City:	Joplin	State:	MO	Zip Code:	64801-5780
Client:	City of Joplin	Address:	602 S. Main, Joplin, MO 64801				
Appraiser:	Deborah Pearson	Address:	2401 East 32nd St., Ste. 10-182, Joplin, MO 64804				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

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Definitions & Scope of Work

File No.: 15093

Property Address: Section 15, Township 27, Range 32 City: Joplin State: MO Zip Code: 64801-5780

Client: City of Joplin Address: 602 S. Main, Joplin, MO 64801

Appraiser: Deborah Pearson Address: 2401 East 32nd St., Ste. 10-182, Joplin, MO 64804

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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Certifications

File No.:

Property Address: Section 15, Township 27, Range 32 City: Joplin State: MO Zip Code: 64801-5780

Client: City of Joplin Address: 602 S. Main, Joplin, MO 64801

Appraiser: Deborah Pearson Address: 2401 East 32nd St., Ste. 10-182, Joplin, MO 64804

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

SIGNATURES

Client Contact: Client Name: City of Joplin

E-Mail: Address: 602 S. Main, Joplin, MO 64801

APPRAISER



Appraiser Name: Deborah Pearson

Company: Deborah Pearson & Co, Inc.

Phone: 417-388-0013 Fax:

E-Mail: mail@dpcprime.com

Date Report Signed: 05/13/2015

License or Certification #: RA003016 State: MO

Designation: Certified General

Expiration Date of License or Certification: 06/30/2016

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 05/05/2015

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date Report Signed:

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection:

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License

Borrower	City Of Joplin						
Property Address	Section 15, Township 27, Range 32						
City	Joplin	County	Jasper	State	MO	Zip Code	64801-5780
Lender/Client	City of Joplin						



State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Real Estate Appraisers Commission

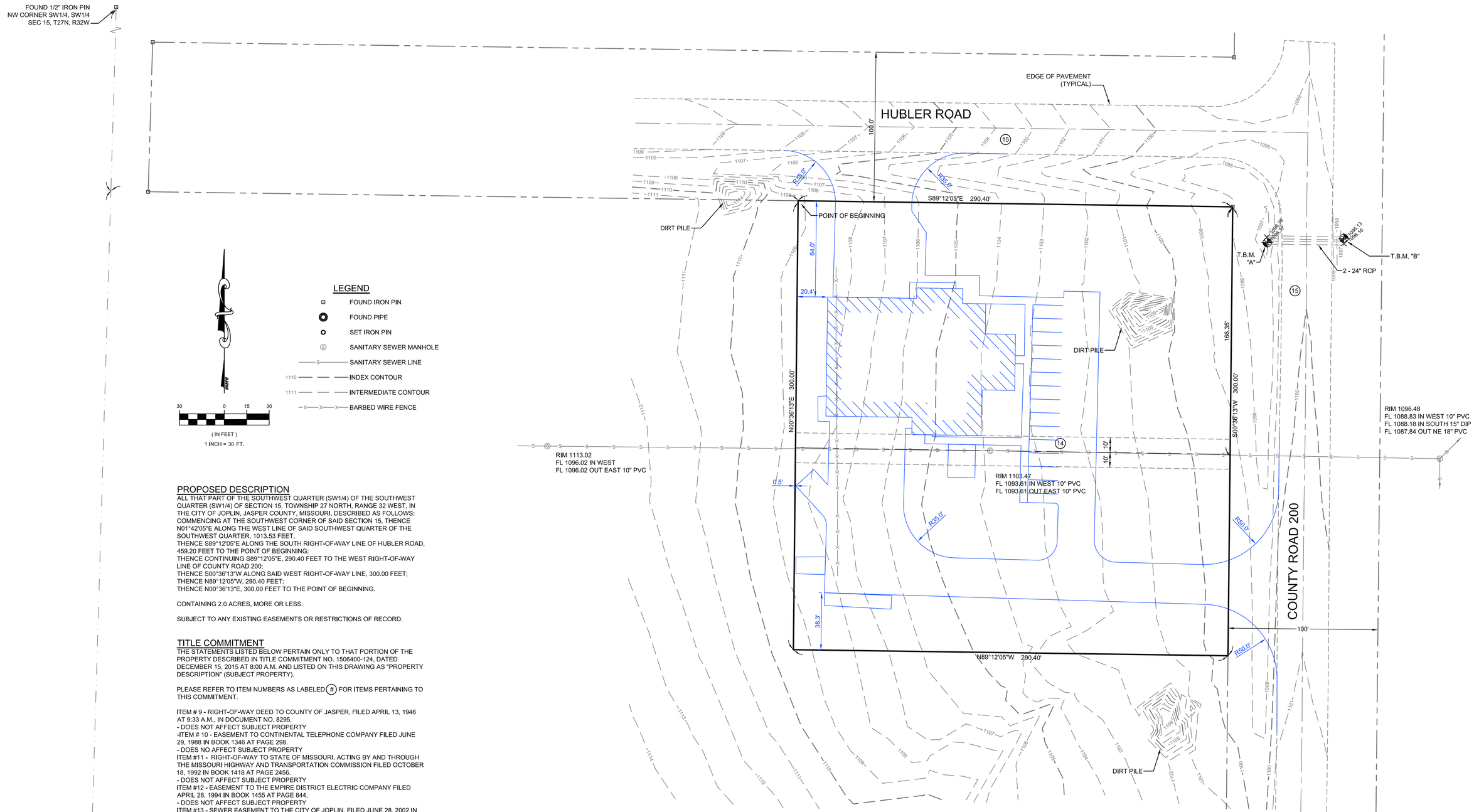
State Certified General Real Estate Appraiser

VALID THROUGH JUNE 30, 2016
ORIGINAL CERTIFICATE/LICENSE NO. RA003016

DEBORAH K PEARSON
DEBORAH PEARSON & CO., INC.
2009 E 35TH
JOPLIN MO 64804
USA

Vanessa Beauchamps
EXECUTIVE DIRECTOR

Jane A. Rackers
DIVISION DIRECTOR



LEGEND

- FOUND IRON PIN
- FOUND PIPE
- SET IRON PIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER LINE
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- BARBED WIRE FENCE

PROPOSED DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N01°42'05"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1013.53 FEET,
THENCE S89°12'05"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HUBLER ROAD, 459.20 FEET TO THE POINT OF BEGINNING:
THENCE CONTINUING S89°12'05"E, 290.40 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200;
THENCE S00°36'13"W ALONG SAID WEST RIGHT-OF-WAY LINE, 300.00 FEET;
THENCE N89°12'05"W, 290.40 FEET;
THENCE N00°36'13"E, 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.0 ACRES, MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

TITLE COMMITMENT

THE STATEMENTS LISTED BELOW PERTAIN ONLY TO THAT PORTION OF THE PROPERTY DESCRIBED IN TITLE COMMITMENT NO. 1506400-124, DATED DECEMBER 15, 2015 AT 8:00 A.M. AND LISTED ON THIS DRAWING AS "PROPERTY DESCRIPTION" (SUBJECT PROPERTY).

PLEASE REFER TO ITEM NUMBERS AS LABELED (#) FOR ITEMS PERTAINING TO THIS COMMITMENT.

ITEM # 9 - RIGHT-OF-WAY DEED TO COUNTY OF JASPER, FILED APRIL 13, 1946 AT 9:33 A.M., IN DOCUMENT NO. 8295.
- DOES NOT AFFECT SUBJECT PROPERTY
-ITEM # 10 - EASEMENT TO CONTINENTAL TELEPHONE COMPANY FILED JUNE 29, 1988 IN BOOK 1346 AT PAGE 298.
- DOES NO AFFECT SUBJECT PROPERTY
ITEM #11 - RIGHT-OF-WAY TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FILED OCTOBER 18, 1992 IN BOOK 1418 AT PAGE 2456.
- DOES NOT AFFECT SUBJECT PROPERTY
ITEM #12 - EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED APRIL 28, 1994 IN BOOK 1455 AT PAGE 844.
- DOES NOT AFFECT SUBJECT PROPERTY
ITEM #13 - SEWER EASEMENT TO THE CITY OF JOPLIN, FILED JUNE 28, 2002 IN BOOK 1724 AT PAGE 1869.
-DOES NOT AFFECT SUBJECT PROPERTY
ITEM #14 - SEWER EASEMENT TO THE CITY OF JOPLIN, A MUNICIPAL CORPORATION FILED JANUARY 29, 2003 IN BOOK 1764 AT PAGE 540.
-AFFECTS SUBJECT PROPERTY
-SHOWN
ITEM #15 - TERMS AND PROVISIONS OF ABUTTERS RIGHTS OF DIRECT ACCESS BETWEEN HIGHWAY NOW KNOWN AS ROUTE FF AS SHOWN IN BOOK 2132 PAGE 349.
- DEED DESCRIBES ROAD RIGHT-OF-WAY AS SHOWN ON THE NORTH AND EAST SIDES OF SUBJECT PARCEL.
- ABUTTER'S RIGHTS OF DIRECT ACCESS ARE NOT PROHIBITED OR CONTROLLED ON THE SUBJECT PROPERTY.
ITEM #16 - EASEMENT TO MISSOURI AMERICAN WATER COMPANY, A MISSOURI CORPORATION FILED JANUARY 30, 2003 IN BOOK 1764 AT PAGE 1249.
- DOES NOT AFFECT SUBJECT PROPERTY
ITEM #17 - TERMS AND PROVISIONS OF ORDINANCE NO. 2002-040 AS SHOWN IN BOOK 1702 AT PAGE 1694.
- AFFECTS SUBJECT PROPERTY
- ORDINANCE APPROVES ANNEXATION OF PARENT PARCEL INTO THE CITY OF JOPLIN.

SOURCE DOCUMENTS

MISSOURI DEPARTMENT OF TRANSPORTATION PLAT OF SURVEY, DATED APRIL 7, 2011.
WACO TITLE COMPANY COMMITMENT NO. 1506400-124
JASPER COUNTY DOCUMENT NO. 8295
BOOK 1346, PAGE 0298
BOOK 1418, PAGE 2456
BOOK 1455, PAGE 0844
BOOK 1724, PAGE 1869
BOOK 1764, PAGE 0540
BOOK 2132, PAGE 0349
BOOK 1764, PAGE 1249
BOOK 1702, PAGE 1694
BOOK 1613, PAGE 0026
BOOK 1519, PAGE 1843
BOOK 1519, PAGE 1845
BOOK 2252, PAGE 1879
BOOK 2252, PAGE 1885

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

UTILITIES / MISSOURI ONE CALL

MISSOURI ONE CALL WAS NOTIFIED CONCERNING A UTILITY LOCATION REQUEST ON THE SUBJECT PROPERTY, THE FOLLOWING UTILITY COMPANIES WERE NOTIFIED: ATT DISTRIBUTION, CABLE ONE, EMPIRE DISTRICT ELECTRIC COMPANY, CITY OF JOPLIN, MISSOURI GAS ENERGY, CENTURYLINK AND MISSOURI AMERICAN WATER COMPANY. AFTER THE REQUIRED 5 WORKING DAYS TIME PERIOD, A FIELD CHECK WAS PERFORMED AND ALL UTILITIES MARKED AT THAT TIME WERE LOCATED. TRI-STATE ENGINEERING DOES NOT WARRANT THE ACCURACY OF ANY MARKED UNDERGROUND UTILITIES NOR PRECLUDE THE EXISTENCE OF OTHER UNMARKED UTILITIES.

NOTES

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.

BENCHMARK INFORMATION

VERTICAL DATUM: NAVD88
T.B.M. "A" = 1098.65
CHISELED SQUARE TOP OF WEST END OF SOUTH 24" RCP 80± FEET SOUTH OF COUNTY ROAD 200 INTERSECTION.
T.B.M. "B" = 1098.40
CHISELED SQUARE EAST END NORTH 24" RCP 80± FEET SOUTH OF COUNTY ROAD 200 INTERSECTION.

SURVEY IS NOT VALID WITHOUT ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.

MISSOURI CERTIFICATE OF AUTHORIZATION NUMBER 000108, EXPIRATION DATE DEC. 31, 2016
SURVEYOR REGISTRATION NO. 2514

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

STEVEN G. LEWIS
LS-2514

PRELIMINARY
NOT FOR CONSTRUCTION
1/19/16

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
702 SOUTH MAIN - JOPLIN, MO 64801
P.O. BOX 1867 - JOPLIN, MO 64802
PH. 417-781-0643 - FAX 417-781-4714
TOLL FREE 1-866-781-0643
www.tristate-engineering.com
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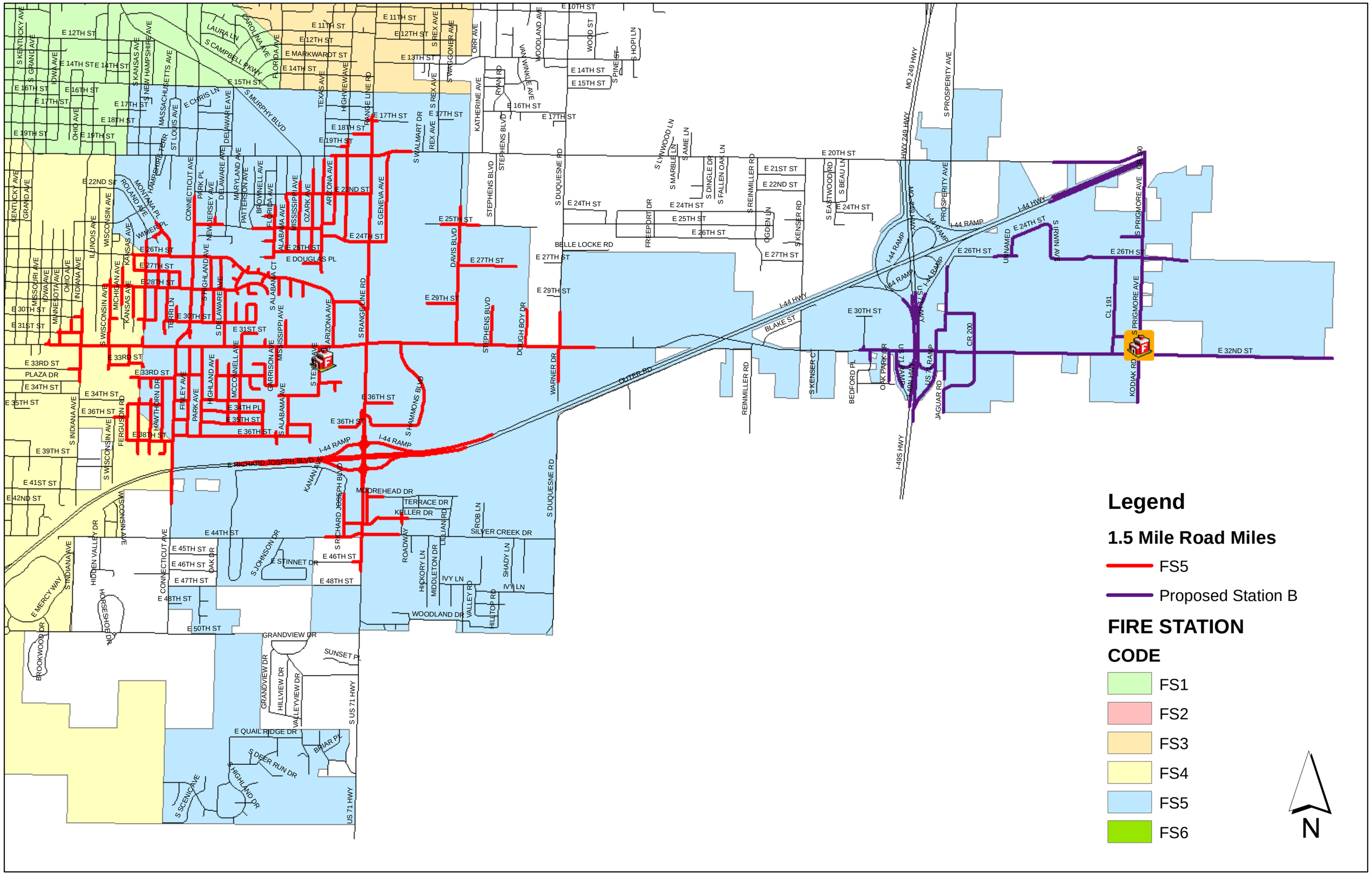
CUSTOMER: CITY OF JOPLIN - FIRE DEPARTMENT

SURVEY OF: PART OF SW1/4, SW1/4 SECTION 15, T27N, R32W JASPER COUNTY, MISSOURI

DATE	JOB NO.	DWN. BY	ACCURACY	REVISED	FILE
12/24/15	15120	DVH	URBAN		15120 Topo-SP

L:\2015\15100-15199\15120\DWG\15120 Topo-SP with PR Fire Station Rotated.dwg, 1/19/2016 11:18:02 AM



Legend

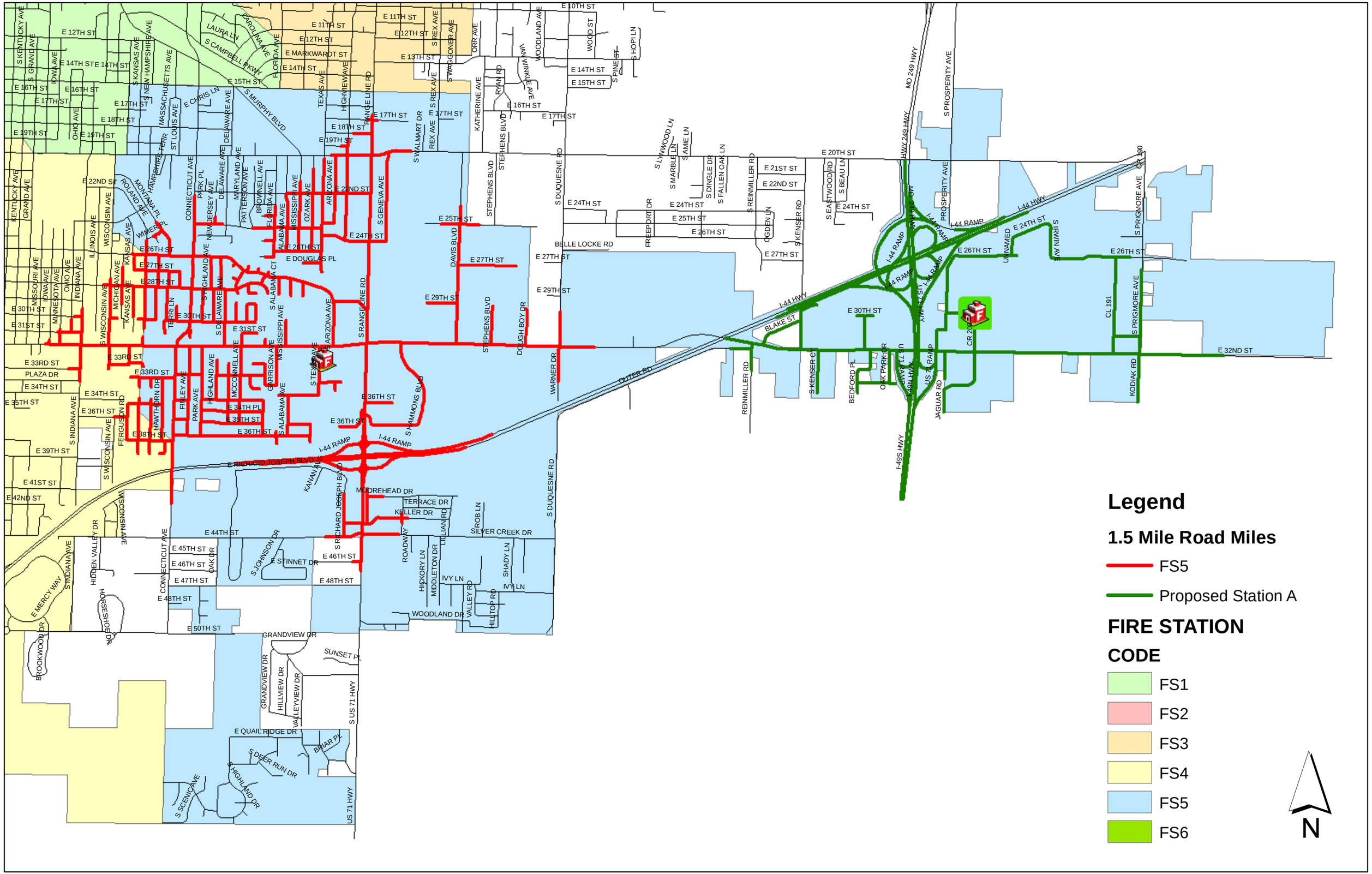
1.5 Mile Road Miles

- FS5
- Proposed Station B

FIRE STATION CODE

- FS1
- FS2
- FS3
- FS4
- FS5
- FS6

N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E 50TH ST
E MARKWAROT ST
E CHRIS LN
E DOUGLAS PL
E RICHARD JOSEPH BLVD
E QUAIL RIDGE DR
E STINNET DR
PLAZA DR
BELLE LOCKE RD
BLAKE ST
CLUTTER RD
MOREHEAD DR
TERRACE DR
KELLER DR
SILVER CREEK DR
WOODLAND DR
GRANDVIEW DR
SUNSET PL
IVY LN
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S MURPHY BLVD
S GLENSTONE AVE
S REX AVE
S WALMART DR
S RANGE LINE RD
S GENEVA AVE
S DUQUESNE RD
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S TERRI LN
S FINLEY AVE
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S FERGUSON RD
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S HORSESHOE DR
S E MERCY WAY
S BROOKWOOD DR
S SCENIC AVE
S DEER RUN DR
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S JOHNSON DR
S OAK DR
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S WINNER PL
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S ROB LN
S VALLEY RD
S HILLTOP RD
S SHADY LN
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S US 71 RAMP
S MO 249 HWY
S HWY 249 HWY
S I-49S HWY
S I-44 HWY
S I-44 RAMP
S UNNAMED
S CR 290
S CL 191
S OR 390
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HILLVIEW DR
VALLEYVIEW DR
BRIAR PL
HILLTOP RD
SHADY LN
HICKORY LN
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LILLIAN RD
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COUNCIL BILL NO. 2016-602 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Hubler Family Investments, a Missouri Limited Partnership, for the purchase of a two (2) acre tract generally located at the intersection of 30th Street and Jaguar Road, near the Crossroads Industrial Park; authorizing the City Manager to execute said Agreement in substantially similar form by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement with Hubler Family Investments, a Missouri Limited Partnership, for the purchase of a two (2) acre tract generally located at the intersection of 30th Street and Jaguar Road, near the Crossroads Industrial Park, and legally described as:

"ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N01°42'05"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1013.53 FEET, THENCE S89°12'05"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HUBLER ROAD, 459.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°12'05"E, 290.40 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200;THENCE S00°36'13"W ALONG SAID WEST RIGHT-OF-WAY LINE, 300.00 FEET;THENCE N89°12'05"W, 290.40 FEET; THENCE N00°36'13"E, 300.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.0 ACRES, MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD."

Section 2. That the City Manager is hereby authorized to execute said Agreement attached hereto, or Agreement in substantially similar form, as approved by the City Attorney, for and on behalf of the City of Joplin.

Section 3. That fiscal year 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing appropriations by the total amount of One Hundred Fifty-Five Thousand Dollars and no cents ($155,000.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City hereby declares that this Ordinance, being an Ordinance dealing with the sale of real estate, is considered an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2016, by a _____vote.

_____
Michael L Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards City Attorney

I hereby certify that a sufficient amount is available in the Public Safety Tax, Account number _____ to pay the amount called for in the Real Estate Contract.

_____
Leslie Haase, Director of Finance

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2016, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer"** and **Hubler Family Investments,** a Missouri limited partnership, hereinafter referred to as the **"Seller"**.

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows.

"**ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N01°42'05"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1013.53 FEET, THENCE S89°12'05"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HUBLER ROAD, 459.20 FEET TO THE POINT OF BEGINNINGTHENCE CONTINUING S89°12'05"E, 290.40 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200;THENCE S00°36'13"W ALONG SAID WEST RIGHT-OF-WAY LINE, 300.00 FEET;THENCE N89°12'05"W, 290.40 FEET;THENCE N00°36'13"E, 300.00 FEET TO THE POINT OF BEGINNING.CONTAINING 2.0 ACRES, MORE OR LESS.SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD." as outlined on the aerial photograph attached hereto as Exhibit 1.**

2. PURCHASE PRICE. The purchase price to be paid by the Buyer is One Hundred Fifty Five Thousand and 00/100 Dollars ($155,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

a.) Earnest Money Deposit. Within five (5) business days after the full and final execution of this Agreement by both Buyer and Seller and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of $500.00 (the "Earnest Money Deposit") with First American Title (the "Title Company"), whose mailing address is 2820 Arizona, Joplin, MO 64804, Attention: Michelle Copeland. The Earnest Money Deposit shall be held by the Title Company in a noninterest-bearing account in a federally insured institution. Except as otherwise set forth herein, the Earnest Money Deposit shall be deemed non-refundable after the end of the Inspection Period, as hereinafter defined. The Earnest Money Deposit shall be applied against the Purchase Price on the Closing Date, as hereinafter defined.

b.) Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth below.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by General Warranty Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a.) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b.) Zoning ordinances in effect at the date of signing of this contract;

c.) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d.) General taxes, state, county, and city for the year of closing and subsequent years, and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. TITLE COMMITMENT/TITLE POLICY.

a.) The Seller shall within twenty (20) days hereof, deliver to the Buyer a commitment to issue a policy of title insurance. Any commitment made hereunder shall be in the amount of purchase price of the Property, naming the Buyer and (mortgagee, if any), as the proposed insured; and issued by a title insurance company licensed to write title insurance in Missouri, which commitment shall insure the title to be marketable as called for by this contract and shall provide that a policy or policies shall be issued after the General Warranty Deed to the Buyer is placed of record. Cost for the title commitment, title insurance, and mortgagee's insurance, if any, shall be paid by Buyer. Buyer, at its sole option, expense and liability may also obtain a current survey of the Property (the "Survey") to determine if there are any defects encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed.

b.) In the event the commitment for title insurance shall not show marketable title in Seller (except liens which can be discharged as a matter of course by the payment of money), or the Survey shall disclose any adverse matters, the Buyer shall specify the objections to the title commitment in writing within ten (10) days after such delivery of the commitment and shall specify the objections to the Survey in writing within ten (10) days after such delivery of the Survey. Any such defects not objected to shall be deemed waived by the Buyer. If any said defects so noted are not corrected within thirty (30) days after the delivery of such objections; then this contract shall be null and void unless the Buyer gives a written notice to the Seller of its election to waive such defects. If the contract is terminated under this Section, then the earnest money is to be

refunded to Buyer and if any defect objected to causes a failure of marketable title, the Seller shall be liable for Survey and title examination charges.

c.) It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standard Four of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall be deemed cured if the Seller shall take the curative action, if any, recommended or prescribed by said Standards.

6. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of First American Title Company, Joplin, Missouri, twenty (20) days after Buyer sends written notice that all contingencies have been met, at which time all moneys and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs including the fee of the closing agent.

7. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract.

8. INSPECTION PERIOD. Buyer may, at Buyer's option and expense, obtain any written inspection reports of the Property from any independent qualified inspector, contractor, appraiser, or consultant that Buyer or its lender may engage, as deemed necessary by the Buyer or its lender, including but not limited to Phase I and/or Phase II environmental reports, core drillings, soil and/or drainage tests, floodplain reports, engineering reports, geotechnical reports, and any other inspection, test, or report deemed necessary to evaluate the soundness and fitness of the Property for Buyer's development purposes. Buyer may also review zoning regulations, and any and all governmental and quasi-governmental laws, ordinances, restrictions, and permit requirements to evaluate the soundness and fitness of the Property for Buyer's development purposes. Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable notice to allow Buyer to perform such inspections.

Buyer shall furnish to Seller a complete copy of the written inspection report(s) with written list of unacceptable conditions(s) (hereinafter referred to as the "Inspection Notice") within ninety (90) days following the date of the last party to this contract affixes his or her signature hereto. The Inspection Notice shall state one of the following. 1.) Buyer is satisfied with all inspections; 2.) Buyer intends that any unacceptable conditions are to be satisfied by the Seller; or 3.) Buyer is terminating the contract with the earnest money to be returned to Buyer. Buyer's failure to provide Seller with the Inspection Notice as hereinabove provided shall be deemed a waiver and acceptance of any condition any inspection has or may have disclosed.

Seller shall have ten (10) days following receipt of Buyer's Inspection Notice in which to respond in writing to Buyer's Inspection Notice. The parties shall have an additional ten (10) days after Buyer's receipt of Seller's written response to reach a written agreement as to who will complete and pay for correction of the defects, or as to a monetary adjustment at closing in lieu of correction of the defects. Failure to reach such a written agreement shall cause the contract

to automatically terminate. The Buyer's earnest money deposited in escrow shall immediately be returned to the Buyer.

9. CONDITION OF PROPERTY. In accordance with Paragraph 8 above, Buyer is solely responsible for performing any and all inspections it deems necessary to determine if the Property is suitable physically, environmentally and otherwise for its development purposes. Buyer understands that if it objects to a condition of the Property revealed by inspection it must do so according to the procedures outlined in Paragraph 8. Neither the Seller nor any person on Seller's behalf has made, nor do they make, any representations, warranties or agreements as to the value, condition, quality or suitability of said real estate or improvements. Buyer takes the property in its present and "AS IS" condition.

10. IMPROVEMENTS. There are no improvements on the above-described real estate.

11. REPRESENTATIONS/WARRANTIES.

a.) Buyer covenants, represents, and warrants to Seller, which Covenants shall be true and accurate at the time of closing, as follows:

1. Buyer is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Buyer has the authorization to execute this Contract and to do all other such acts and take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

b.) Seller covenants, represents, and warrants to Seller, as follows:

1. Buyer is a Missouri limited partnership in good standing and Steven W. Hubler is authorized by Hubler Family Investments, LP, to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

3. There are no leases, tenancies or other rental arrangements pertaining to any portion of the Property, and Seller owns fee simple title to the

Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract. There will be no contracts for services or supplies which expressly or impliedly, will be binding upon the Purchaser or upon the Property after the Closing.

4. To the best of Seller's knowledge, the location, construction, occupancy, operation, and use of the Property does not violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority, or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Property, including without limitation all applicable zoning ordinances and building codes, flood disaster laws, and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws").

5. To the best of Seller's knowledge, the Property, and Seller are not currently in violation of or subject to : (i) any existing, pending, or threatened investigation or inquiry by any governmental authority; or (ii) any remedial obligations under any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property. Seller shall have no obligation to remove or take any action to cure or remediate any environmentally hazardous material from the Property if any environmentally hazardous material is found on the Property.

6. Seller does not have knowledge of any hazardous substances or solid wastes that have been disposed of or otherwise released on the Property. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" or "disposed" shall have the meanings specified in RCRA; provided, to the extent that the laws of the State of Missouri establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

7. Seller does not have knowledge that the Property is within any area determined to be flood-prone under the Federal Flood Protection Act of 1973; and Seller shall immediately notify Buyer of any material change in respect to the Property or any information heretofore or hereafter furnished to Buyer with respect to the Property.

12. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in the interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate. Any inspection or testing that is performed shall leave the real estate in as good as condition as it was prior to inspection or testing.

13. HOLD HARMLESS.

a.) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants, or agreements herein contained. Such costs and expenses shall include without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b.) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the Property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

14. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment as described hereinabove.

a.) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a General Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute, acknowledge and deliver to Buyer and the Title Company, such documentation as may be reasonably required to confirm the power of authority of the Seller to execute and deliver this contract, the above referenced General Warranty Deed, and all other documents necessary

or advisable to consummate the transactions contemplated under this contract.

3. Execute, acknowledge and deliver to Buyer and the Title Company, such documentation as may be reasonably required to delete the Standard Exceptions to the Title Policy. In the event that a survey is required, any costs associated therewith shall be borne by Seller.

b.) At Closing, Buyer shall do the following:

1. Execute and provide at closing all documents reasonably required by the Title Company for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

15. DEFAULT. If either party defaults in the performance of any obligations under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

a.) If Seller defaults, Buyer may: (1) specifically enforce this contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written notice to Seller and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible to ascertain the extent of actual damages caused by Seller's breach and that return of the earnest money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this contract, the earnest money, less any expenses incurred by or behalf of Buyer, shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the broker assisting Seller pursuant to any listings or other brokerage service agreement between them

b.) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer, and retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that

return of the earnest money represents as fair an approximation of such actual damages as the parties can now determine).

16. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

17. ASSIGNMENT. Buyer has the express right to assign this contract conditioned on thirty (30) days written notice being given to the Seller before said assignment.

18. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

19. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

20. GOVERNING LAW AND VENUE. This contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri and venue for any disputes between the parties shall lie only in the Circuit Court of Jasper County, Missouri.

21. TIME. Time is of the essence for this Contract.

22. POSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

23. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, to be obtained within thirty (30) days of the execution of the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Samuel L. Anselm
City Manager
"BUYER"

Hubler Family Investments, a Missouri Limited Partnership

By_____

Steven W. Hubler
Majority General Partner
"SELLER"

Attest:

By_____
Barbara Hogelin, City Clerk

Approved as to Form:

By_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 7, 2016

Item: COUNCIL BILL NO. 2016-604
Originating Department: CITY MANAGER'S OFFICE

Attachments:
1) Council Bill 2016-604
2) Contract Amendment and Change Order Policy - Attachment A

Department Head:	Sam Anselm
Director of Finance:	Leslie Haase
City Attorney:	Peter C. Edwards

Recommended Action: Approval of Council Bill 2016-604 for the purpose of establishing a written policy for contract amendments and change orders.

Background: In August of 2015, the Auditor of the State of Missouri presented their recommendations following an audit of the City of Joplin. One of the recommendations was to monitor change orders and ensure change orders are adequately supported by documentation, approved, and work is not performed prior to approval of change orders or notices to proceed with the work.

Discussion: On February 8, 2016, City Council held a work session at which a proposed contract amendment and change order policy was discussed. Representatives of the Tri-State Contractors Association and City Staff made presentations and recommendations to City Council of support for the proposed policy and at the conclusion of the meeting, City Council voted to direct staff to prepare the necessary ordinance to bring this policy back to City Council for formal action.

Recommendation: This policy and Council Bill is presented to council for consideration.

COUNCIL BILL NO. 2016-604 ORDINANCE NO.

AN ORDINANCE approving a contract change order policy for the City of Joplin, and directing the City Manager to establish internal procedures as necessary to ensure proper checks and balances to change orders are implemented and adequately supported by documentation.

WHEREAS, change orders and contract amendments are essential to the administration and management of the numerous contracts executed by the City; and

WHEREAS, the City Council of the City of Joplin recognizes that it is in the best interest of the community to establish written policies related to the administration and management of the services provided thereto; and

WHEREAS, in August of 2015, the office of the State Auditor recommended the City of Joplin develop a formal written change order policy; and

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

Section 1. That the City of Joplin hereby adopts a change order policy for the purpose of administering and managing contracts, the same being attached hereto and is incorporated herein as "Attachment A."

Section 2. That the City Manager is hereby directed to implement said policy and to establish and/or amend internal procedures to ensure proper checks and balances are in place and adequate documentation that the policy is being followed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Attachment A

Proposed Contract Amendment and Change Order Policy

The City Council desires to establish a goal of minimizing individual contract amendments or change orders of the original contract, but recognizes that special situations can develop that may warrant an exceedance of said goal, including the impacts on our citizens that live adjacent to or have to deal with the construction work in their daily lives. In order to expedite this process, the City Council grants authority to the City Manager or his designee to approve or deny any proposed amendment or change order associated with contracts approved by the City Council of the City of Joplin. The City Manager's authority under this change order policy, with respect only to change orders, is exempt from the purchasing authorization limits contained in Ordinance 2009-015, passed by the City Council on February 2, 2009.

The City Manager is directed to establish and/or amend internal operating procedures that will ensure adequate checks and balances are in place for the proper documentation of all contract amendments and change orders. An annual report to City Council should be prepared that provides a summary of all active contracts that will provide the community with an evaluation of the overall performance of contracted work. The report should contain, at a minimum, the following information:

1. Number of projects awarded, overall amount of awards and percentage relative to overall program budget
2. Number of completed projects, percentage relative to overall project awards, and percentage relative to overall program budget.
3. Original contract award amount, final contract amount and percentage of change.
4. Status of overall program budgets (CIST, Storm Water, TIGER, CDBG, etc.)
5. Overall percentage of "program" completed and anticipated schedule for the remaining projects

Information gathered from this process shall be used to make improvements to all contract administration procedures and policies. Detailed explanations of significant contract amendments and/or change orders shall be provided in the report should any final contract amount exceed the original contract amount by more than:

- 50% for Contracts equal to or less than $100,000
- 30% for Contracts over $100,000 but equal to or less than $2,000,000
- 25% for Contracts over $2,000,000

Scope of work changes for any contract should be within the original contract project limits or should be incidental to the original project such that the benefits to the community of adding or deleting work items is in the best interest of the community and is a fiscally sound modification to the contract.