JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
6:00 PM
MONDAY, NOVEMBER 16, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the
Council Chambers is limited to 45.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Joplin High School Student Council (JHS STUCO) Update.
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From Public Information Officer Lynn Onstot
6. **Citizen Requests And Petitions**
   1. Eddie Howerton Would Like To Address Council On Mask Mandate.
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The November 2, 2020 Joplin City Council Meeting

      Documents:

      NOV. 2, 2020. DRAFT.PDF
   2. COUNCIL BILL NO. 2020-010
      AN ORDINANCE amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

      Documents:

      CB2020-010.PDF
   3. COUNCIL BILL NO. 2020-273

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and

located at 3026 W. F Street, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-273.PDF

4. COUNCIL BILL NO. 2020-274

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-PD and including in District C-3 property as described below and located 1310 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2020-274.PDF

**9. Resolutions**

**10. Ordinances - Emergency**

1. COUNCIL BILL NO. 2020-169
AN ORDINANCE Authorizing the adoption of the Public Transportation Agency Safety Plan (PTASP) detailing the safety processes and procedures for the City of Joplin, MO., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley per the new regulation set in 49 CFR Part 673 of the federal guidelines; and containing an emergency clause.

Documents:

GS 2020-169 SAFETY PLAN REVISED.PDF
JOPLIN PTASP FINAL 11.5.20.PDF
CB 2020-169 SAFETY PLAN.PDF

2. COUNCIL BILL NO. 2020-406
AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #7 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Four Hundred Twenty Thousand and zero Dollars ($420,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2020-406 SUMMARY.PDF
CB 2020-406.PDF
CB 2020-406-WORK AUTHORIZATION 7 (1).PDF

**11. Ordinances - First Reading**

1. COUNCIL BILL NO. 2020-163

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an

Agreement with Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB 2020-163 AGREEMENT COJ - LEDFORD RE SEWER IMPROVEMENTS 9 8 20 PCE_WHOLE.PDF
CB 2020-163 COUNCIL BILL - AGREEMENT FOR SEWER CAPACITY-LEDFORD LLC JLP EDITS 9-14-20.PDF
CB 2020-163 LOCATION MAP EAGLES EDGE.PDF
CB 2020-163 SUMMARY SHEET AGREEMENT FOR SEWER CAPACITY-LEDFORD LLC.PDF

2. COUNCIL BILL NO. 2020-170
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB 2020-170 MOLANDCO AGREEMENT - SCANNED.PDF
CB 2020-170 COUNCIL BILL - MOLANDCO AGREEMENT FOR SEWER RELOCATION_DRAFT JLP EDITS 10-9-20.PDF
CB 2020-170 EXHIBIT PHOTOS.PDF
CB 2020-170 LOCATION MAP - MOLANDCO AGREEMENT FOR SEWER RELOCATION.PDF
CB 2020-170 SUMMARY SHEET - MOLANDCO AGREEMENT FOR SEWER RELOCATION.PDF

3. COUNCIL BILL NO. 2020-171
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00) for construction of the Baker's Branch Interceptor Improvement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-171SUMMARY.PDF
CB 2020-171 BAKERS EXHIBIT MAP.PDF
CB 2020-171 BID SUMMARY SHEET - BAKERS BRANCH INTERCEPTOR REPLACEMENT.PDF
CB 2020-171 CONSTRUCTION AGREEMENT - BAKERS BRANCH - DE PLUMBING.PDF
CB 2020-171 COUNCIL BILL - BAKERS BRANCH INTERCEPTOR REPLACEMENT.PDF

4. COUNCIL BILL NO. 2020-172
AN ORDINANCE approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements Project ; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2020-172 COUNCIL BILL - GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS.PDF
CB 2020-172 EXHIBIT MAP 1 ALL PHASES - GLENDALE PARALLEL INTERCEPTOR PHASE 2 AMENDMENT.PDF
CB 2020-172 EXHIBIT MAP 2 PHASE 2 - GLENDALE PARALLEL INTERCEPTOR PHASE 2 AMENDMENT.PDF
CB 2020-172 JOPLIN ENGINEERING AMENDMENT TO WORK AUTHORIZATION FORM-20201104_GLENDALE INTERCEPTOR-PHASE2_AMEND1.PDF
CB 2020-172 SUMMARY SHEET - GLENDALE PARALLEL INTERCEPTOR PHASE 2 AMENDMENT.PDF

5. COUNCIL BILL NO. 2020-173
AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 10th and Main Stormwater Project (TS0601) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

MNA OCCUPANCY AGREEMENT GS.PDF
LOCATION MAP.PDF
MNAR200811478 - OCCUPANCY.PDF
MNA OCCUPANCY AGREEMENT CB.PDF

6. COUNCIL BILL NO. 2020- 175
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) for the Mill and Overlay 2021 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

BID TAB MILL AND OVERLAY 2021.PDF
SUMMARY SHEET 2020-175.PDF
MILL AND OVERLAY 2021 MAP.PDF
JOPLIN CONSTRUCTION CONTRACT FORM MILL AND OVERLAY 2021.PDF
CB 2020-175 MILL AND OVERLAY 2021.PDF

7. COUNCIL BILL NO. 2020-176
AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2020-176 SUMMARY SHEET - CURBSIDE TRASH RECYCLING.PDF
BID TAB.PDF
COJ - WCA AGREEMENT RE SOLID WASTE COLLECTION AND

DISPOSAL SERVICES 2021 JLP 11-6-20.PDF
WCA.PDF
CB 2020-176 COUNCIL BILL -CURBSIDE TRASH RECYCLING.PDF

8. COUNCIL BILL NO. 2020-407
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2020-407 AGREEMENT.PDF
CB 2020-407 SUMMARY.PDF
CB 2020-407.PDF

9. COUNCIL BILL NO. 2020-408
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2020-408 AGREEMENT.PDF
CB 2020-408 SUMMARY.PDF
CB 2020-408.PDF

10. COUNCIL BILL NO. 2020−612
AN ORDINANCE approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-612 - CONTRACT AGREEMENT.PDF
CB2020-612 - ORDINANCE.PDF
CB2020-612 - REQUEST FOR BID PROPOSAL.PDF
CB2020-612 - SUMMARY.PDF
CB2020-612 -BID TAB.PDF

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

13. **Unfinished Business**

14. **New Business**

1. Closed Session
Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information, more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (3) RSMo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Persons wishing to address the City Council regarding an issue not on the agenda should complete a Request to Address Council form and give it to the City Clerk prior to the start of the Council meeting, which is 6:00 p.m. If your request pertains to an item on the agenda, and it is not a Public Hearing, you may speak on the item at the time it is introduced by the City Clerk, provided you have completed a Request to Address Council form and submitted it to the City Clerk. When your name is called, approach the podium and state your name clearly for the record. You will have five (5) minutes to speak.

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

Sound enhancement units are available for hearing impaired persons. A form of identification must be provided as security, and will be returned 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 12:00 p.m. on this 12th day of November 2020. (RSMo 610.020)**

**JOPLIN CITY COUNCIL**
**NOVEMBER 2, 2020**
**MEETING MINUTES**

## CALL TO ORDER

The November 2, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

**INVOCATION** was read by City Clerk Barbara Gollhofer.

**PLEDGE OF ALLEGIANCE** to the United States of America was led by Mr. Stinnett.

## ROLL CALL

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

## PRESENTATIONS

## FINALIZATION OF CONSENT AGENDA

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

## REPORTS AND COMMUNICATIONS

News from Public Information Office

Everyone is invited to celebrate Joplin's newest park feature – A StoryWalk – that will be introduced this Thursday November 5 at Leonard Park. A StoryWalk is an activity that combines reading and physical activity to engage children and their caregivers to read a children's picture book while enjoying the outdoors. This is done through a series of signs posted in sequence along a short walking path. Each sign features a page of a children's picture book in sequence of the story. City and community members will join One Joplin team members for a Ribbon Cutting recognizing this StoryWalk in Leonard Park. The event begins at 3:30 on Thursday November 5 at the Park is located at 4th and Turk Avenue. We encourage everyone to come out and see this new way to have some fun with your children. Planners for the event are asking everyone to please wear masks. If you can't make this event, just be sure to stop by and enjoy the StoryWalk when you and your family have a chance.

Another new feature is being introduced by Joplin Parks and Recreation Department to celebrate the holiday season. The Holiday Tree Trail will feature a display of brightly decorated Christmas trees along the trail at Mercy Park from Nov. 24 through January 1. The kickoff event for the Holiday Tree Trail will be held from 6 to 8 p.m. on Tuesday, November 24. Two additional events featuring family holiday activities are being planned for December 5 and December 12. Additional details will be released closer to the date by Joplin Parks and Recreation. The trail will be open every day from November 24 through January 1 during park hours, from 7 a.m. to 11 p.m. Tree sponsorships for the Holiday Tree Trail are available. It is a unique opportunity for area businesses, organizations, and groups to highlight their mission and services in a highly visible area during the holidays. For more information about the event or tree sponsorship, please call Joplin Parks and Recreation at 417-625-4750.

The Memorial Hall Study is wrapping up soon with a third and final survey about this historic building. If you haven't had a chance to view the proposed plans or give your input, now's the time! More information about Memorial Hall study and survey can be found at www.joplinmo.org/parksurveys.

The Presidential Election is tomorrow, Tuesday November 3rd. Polls in Jasper and Newton Counties are open from 6 a.m. to 7 p.m. If citizens have questions about their polling location, or other details about the polls, please call your County Clerk's office. In Jasper County the number is 417-625- 4307. For Newton County the Clerk's office can be reached at 417-659-2910.We encourage everyone to exercise their freedom and please vote.

More details and other items can be found on our website at joplinmo.org or on the Joplin City's Facebook page. Thank you.

**CITIZEN REQUESTS AND PETITIONS**

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

PUBLIC HEARING FOR COUNCIL BILL NO. 2020-273
Mayor Stanley opened the Public Hearing

Doug Wade, owner of Doug's Pool and Spa, spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-273
Mr. Stinnett introduced Council Bill No. 2020-273 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 3026 W. F Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2020-273 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Bill was read as **Council Bill No. 2020-273**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2020-274
Mayor Stanley opened the Public Hearing.
Anna Chen, Joplin, owner of the property, spoke in favor of this item.
No one spoke in opposition to this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2020-274
Mr. Lawson introduced Council Bill No. 2020-274 - 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-PD and including in District C-3 property as described below and located at 1310 N. Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-274 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Bill was read as **Council Bill No. 2020-274**

PUBLIC HEARING FOR RESOLUTION NO. 2020-017
Mayor Stanley opened the Public Hearing.
No one spoke in favor of, or in opposition to this item.
The Public Hearing was closed.

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RESOLUTION NO. 2020-017

Mr. Shaw introduced Resolution No. 2020-017- a resolution granting a Special Use Permit (1st Request) for the operation of a mini storage facility located at 2521 E. 7th Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mr. Copple to approve Resolution No. 2020-017. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Bill was read as **Resolution No. 2020-017**

**CONSENT AGENDA**

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

Minutes of the October 19, 2020 City Council meeting

COUNCIL BILL NO. 2020-009 - an ordinance authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2020-162**

COUNCIL BILL NO. 2020-168 - an ordinance approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure –Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-163**

**RESOLUTIONS**

**ORDINANCES – EMERGENCY**

COUNCIL BILL NO. 2020-369

Mr. Cortez introduced Council Bill No. 2020-369 - an ordinance approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1401 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Two Hundred Sixty-three and 00/100 Dollars ($2,263.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2020-369 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-164**

COUNCIL BILL NO. 2020-370

Mr. Copple introduced Council Bill No. 2020-370 - an ordinance approving the contract by and between the City of Joplin and Big Johns Heavy Equipment for the demolition of the structure(s) and clearing of lot area located at 811 W. 2nd St. in the City of Joplin, Missouri, for Twenty-four Thousand and 00/100 Dollars ($24,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No.2020-370 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley,

Stinnett and Williams, 8. Nays: Monteleone, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-165**

COUNCIL BILL NO. 2020-371

Mr. Lawson introduced Council Bill No. 2020-371 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1402 W. 4th St. in the City of Joplin, Missouri, for Three Thousand Nine Hundred seventy-five and 00/100 Dollars ($3,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Monteleone that Council Bill No.2020-371 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled Ordinance **No. 2020-166**

COUNCIL BILL NO. 2020-456

Mr. Stinnett introduced Council Bill No. 2020-456 - an ordinance approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2020 and running through September 30, 2021, for the amount of up to Six Hundred Fifteen Thousand, Six Hundred Eighty-Four Dollars and no Cents ($615,684.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2020-456 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-167**

COUNCIL BILL NO. 2020-528

Mr. Shaw introduced Council Bill No. 2020-528 - an ordinance adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-528 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-168**

COUNCIL BILL NO. 2020-611

Mr. Shaw introduced Council Bill No. 2020-611 - an ordinance approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2020-611 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-169**

**ORDINANCES – FIRST READING**

COUNCIL BILL NO. 2020-010

Dr. Reid Adams introduced Council Bill No. 2020-010 - an ordinance amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State

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Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum. Motion by Dr. Reid Adams, second by Mr. Cortez that Council Bill No. 2020-010 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-010**

**ORDINANCES – SECOND AND THIRD READING**

COUNCIL BILL NO. 2020-610

Christopher Beyer, Joplin, requested to speak on CB2020-610. He stated he was speaking on behalf of the Joplin Sports Authority have several concerns regarding the Parkwood lease agreement. At the end of his allotted speaking time of five minutes, Mr. Beyer asked for an additional minute to finish his comments. Motion by Mr. Copple, second by Mr. Monteleone to allow the additional time. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. Mr. Beyer's final comment was to ask the city council to consider tabling CB2020-610 to allow JSA to make a lease proposal of their own.

Forrest Reed, Joplin, requested to speak on CB2020-610. He asked the city council to allow JSA to provide a fully prepared and board approved proposal to lease various parks facilities.

Roger Doman, Joplin, requested to speak on CB2020-610. He asked the city council to please consider the JSA proposal.

After discussion to address the concerns of Mr. Beyer, Mr. Reed and Mr. Doman, Mr. Monteleone introduced Council Bill No.2020-610 - an ordinance approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC, to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2020-610 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett and Williams, 7. Nays: Copple, Reid Adams, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2020-170**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

Boards/Commissions reappointment/new appointments.

Motion by Mr. Stinnett, second by Mr. Monteleone to approve the following reappointment and new appointments. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Reappointment:
JRC: John Hipple

New appointments:
ADA: Kayla McCollum (replaced Curtis Ledford)
Board of Adjustment/Alternate: Mary Anne Phillips (replaced Dwayne Patton)
Building Board of Appeals: Kyle Denham (replaced Curtis Ledford)
City Tree Board: Kenan Booe (replaced Jason Grossman)
CVB: Josh Shackles – at large (replaced Mike Wilson)
Parks & Rec: Brad McIntyre (replaced Christina Williams)
Parks & Rec: Dustin Parker (replaced Jennifer Martucci)

Planning & Zoning: Mary Anne Phillips (replaced Curtis Ledford)
TIF: Dan McCreary (replaced Lane Clevenger
Traffic Commission: John Bowling (replaced Alicia Edens)
Traffic Commission: Cassandra Maxfield (replaces Eric Wood)

Additional Requests to Address Council:
Abigail Covington, Joplin, requested to speak on forms of government. After reading definitions of forms of government, she asked the council members, city attorney and city manage if they have read the Joplin Charter and Code of Ordinances in full. She also asked who has read the Missouri Constitution and Constitution of the United States because that is what council members swear or affirm to uphold when they take their oath of office. She provided a copy of the Missouri Constitution to each council member.

Eileen Donnelly, Joplin, requested to speak on everyone getting along as a community. She asked everyone to accept the results of the election in a respectful way.

There being no further business, the meeting was adjourned at 7:32 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

DRAFT

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2020-010 – amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical Mineral Museum.

**MEETING DATE**
November 2, 2020

**ORIGINATING DEPT**
Parks and Recreation

**ATTACHMENTS**
Council Bill No. 2020-010

**REVIEWED BY**
City Attorney: Peter Edwards; Parks & Recreation Director: Paul Bloomberg; CVB Director: Patrick Tuttle; Finance Director: Leslie Haase; City Manager: Nicholas Edwards.

**SUMMARY**
The following ordinance amends Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

**BACKGROUND**
The City Council recently voted to merge the Joplin Historical and Mineral Museum as a part of the Parks and Recreation Department. The following ordinance changes the name of the Tri-State Mineral Museum to the Joplin Historical and Mineral Museum and establishes an advisory board for the Museum. The Board will consist of seven members. The ordinance also specifies that the Director Emeritus of the Joplin Historical Mineral Museum, Brad Belk, may serve on the advisory board as a member for more than two terms. The other six members shall serve three year terms and for the initial appointment, they shall serve staggered terms. The Parks and Recreation Department Director, CVB Director and Museum Director shall be ex officio members of the board with no voting rights.

**FUNDING SOURCE**
N/A

**RECOMMENDATION**
Staff recommends this council bill be placed on First Reading.

COUNCIL BILL NO. 2020-010 ORDINANCE NO.

AN ORDINANCE amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

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

Section 1. That Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum be repealed, and a new Article III, Joplin Historical Mineral Museum is enacted in lieu thereof, as follows:

"ARTICLE III. JOPLIN HISTORICAL AND MINERAL MUSEUM

DIVISION 1. GENERALLY

Sec. 86-71. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the Joplin Historical and Mineral Museum Advisory Board.

Secs. 86-72—86-90. Reserved.

DIVISION 2. ADVISORY BOARD

Sec. 86-91. Membership.

The board shall be composed of seven members, including six members at large and the Director Emeritus of the Joplin Historical and Mineral Museum.

Sec. 86-92. Appointment of members.

The members of the board shall be appointed by the mayor, by and with the consent of the city council. The Director Emeritus of the Joplin Historical and Mineral Museum may serve for more than two successive full terms. The City Parks and Recreation Department Director, Convention and Visitors Bureau Director and Museum Director shall serve as ex officio, non-voting members.

Sec. 86-93. Term of members.

The members of the board shall serve for terms of three years each or until their successors are appointed and qualified, provided that the initial members shall be appointed in such a manner as to provide staggered terms.

Sec. 86-94. Vacancies.

Vacancies occurring in the membership of the board shall be filled for the unexpired term.

Sec. 86-95. Officers.

The board shall elect a chairman and vice-chairman and secretary to serve as its officers.

Sec. 86-96. Quorum.

A majority of the members of the board shall constitute a quorum for the transaction of business.

Sec. 86-97. Bylaws, rules and regulations.

The board may adopt bylaws, rules and regulations for its own procedure.

Sec. 86-98. Meetings.

The members of the board shall hold meetings when the need therefor arises.

Sec. 86-99. Purpose; duties.

The purpose of the board shall be to:

(1) Act in an advisory capacity in all matters pertaining to the Joplin Historical and Mineral Museum.

(2) Assist in the planning of a Joplin Historical and Mineral Museum Program, and promote and stimulate public interest therein, and, to that end, solicit to the fullest extent possible the cooperation of public and private agencies.

Secs. 86-100—86-120. Reserved."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**:
CB 2020-273 – Rezone to District M-2 (Heavy Industrial)

**MEETING DATE:**
November 2, 2020

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

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

**SUMMARY REQUEST:**
Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

**BACKGROUND:**
The current zoning of R-1 is not suitable in this area. The change in zoning to M-2 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned M-2 and will not be affected by the change. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Doug Wade, 4592 W. Energy Ln., Joplin, MO. He was wanting a storage building behind the house.

Mr. Kimble asked Mr. Wade if the pool and spa materials were his personal materials or for anyone that owns a pool and spa?

Mr. Wade stated that it would be for his personal storage for his business materials. Doug's Pool and Spa.

**PUBLIC COMMENT:**
None.

**FUNDING SOURCE:**
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

**RECOMMENDATIONS**:
Planning and Zoning Commission recommends approval 6 in Favor, 0 Nays, 1 Absent.
Planning and Zoning Staff recommends approval.

**ATTACHMENTS**
CB 2020-273, Staff Planning Report, P&Z Commission Minutes

**CB 2020-273**

Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

Mr. Doug Wade, 4592 W. Energy Ln., Joplin, MO. He was wanting a storage building behind the house.

Mr. Kimble asked Mr. Wade if the pool and spa materials were his personal materials or for anyone that owns a pool and spa?

Mr. Wade stated that it would be for his personal storage for his business materials.

Mr. Kimble wanted to know what business?

Mr. Wade mentioned it was Doug's Pool and Spa. We build pools and service pools.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Wade. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case. There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

**MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 034-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: October 12, 2020
City Council Meeting: November 2, 2020

# STAFF PLANNING REPORT
## Rezoning

**CASE 034-20** A request to rezone from R-1 (Single-family Residential) to M-2 (Heavy Industrial)

**LOCATION** 3026 W. F St.

**APPLICANT** Doug Wade

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 | Vacant | Approx. 1.40 acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | M-2 | M-2 | M-2 |
| Land Use | Single-family Residential | Towing Service | Manufacturing | Vacant |

### FUTURE LAND USE

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

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| W. F St. | Local | 50' |

### UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

### FLOOD PLAIN

This property is not in the flood plain.

## STAFF ANALYSIS

### CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

The current zoning of R-1 is not suitable in this area. This corner of Joplin is slowly transitioning to commercial and industrial uses, and residential uses mixed in is not appropriate in this context.

### THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned M-2 and will not be affected by the change. The R-1 district to the North will be required to be buffered by any use going into the M-2 district through the use of materials and strategies approved under the Zoning Code.

### DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. M-2 zoning is consistent with the gradual transition of this area over time and reinforces the Comprehensive Plan and Future Land Use Map.

*Staff recommends approval of Case 034-20.*

### ATTACHMENTS

- Application
- Map

RECEIVED 8-24-20

# REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 034-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 9-23-20
Public Hearing Date: 10-12-20

APPLICANT: Doug Wade. PHONE: 4177817104
ADDRESS: 4592 W Energy Ln Joplin MO ZIP: 64801

OWNER: Doug & Marilyn Wade. PHONE: 4174834442
ADDRESS: 4592 W Energy Ln Joplin MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 3026 W. F Street Joplin MO 64801

Present Zoning Residental Requested Zoning: ~~Commercial~~ M-2 Acreage:
Present Use of Property: no current use, empty lot

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | House. | |
| South | Welding Shop | |
| East | Cottrell towing | |
| West | Trees + Shrubs | |

Character of the Neighborhood: The neighborhood consist of several small businesses and a few residential homes.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no there are other local business
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: It is zoned residental and I would like to build a warehouse for the business of Dougs Pool & Spa

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Property is located on adjoining property of my residential home. Property was purchased seperatly.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Doug Schmude-Mailum Whde DATE: 8-24-2020

EMAIL: dougpoolspa@yahoo.com

TITLE: Owner

# Case 034-20: 3026 W F St. - Rezoning




Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

Joplin City Limits

0 75 150 300 450 600 Feet

N

P & Z Case 034-20
Doug Wade
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 3026 W. F Street, City of Joplin, Jasper County, Missouri.

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

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

All of that part of Miscellaneous Tract Numbered One (1), Parcel Numbered Fourteen (14) and all that part of the East One-half of vacated Mina Street lying West of and adjoining said Miscellaneous 1, Parcel 14, Located in the Northeast Fractional Quarter of Section 5, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the Northeast Corner of Miscellaneous Trace 1, Parcel 14, thence South along the East line of said Miscellaneous Tract a distance of 370.13 feet to the point of beginning, thence continuing South along said line 200.00 feet, thence North 89 degrees 35 minutes 21 seconds West along the North right-of-way line of "F" Street a distance of 289.92 feet to the centerline of vacated Mina Avenue, thence North 0 degrees 00 minutes, 19 seconds East along said centerline 200.00 feet to an iron pin, thence South 89 degrees 35 minutes 21 seconds East a distance of 289.92 feet to the point of beginning.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**

Council Bill 2020-169. Authorizing the adoption of the Public Transportation Agency Safety Plan (PTASP) detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

**MEETING DATE**

November 16, 2020

**ORIGINATING DEPT**

Public Works/Transit

**ATTACHMENTS**

CB2020-169 Ordinance; Public Transit Agency Safety Plan (PTASP)

**REVIEWED BY**

Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**

The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organizations safety practices.

**BACKGROUND**

PTASP regulation implements a risk-based Safety Management System approach and requires recipients or subrecipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements no later than July 20, 2020. On March 13, 2020, the President issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease 2019 (COVID-19). On April 22, 2020, FTA extended the deadline to no later than December 1, 2020. Staff has worked with MODOT throughout this pandemic to develop a PTASP that meets all the statutory requirements.

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with safety of the transit division, 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. Specifically, this council bill needs to be approved on an emergency basis in order to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Prepared: November 5, 2020
Approved: November 16, 2020
Certified: November 20, 2020

# Table of Contents

1. Introduction..... 1

2. Transit Agency Information..... 2

3. Plan Development, Approval, and Updates..... 3

4. Safety Performance Targets..... 4

5. Safety Management Policy..... 5

6. Safety Risk Management..... 8

7. Safety Assurance..... 10

8. Safety Promotion..... 12

9. Additional Information..... 14

10. Definitions of Special Terms Used in the ASP..... 15

11. List of Acronyms Used in the ASP..... 18

## 1. Introduction

The following Public Transportation Agency Safety Plan (PTASP) details the safety processes and procedures for the City of Joplin Mo., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organization's safety practices.

### Agency Background

The City of Joplin began operating a demand response transit system known as the Metro Area Public Transit System or (MAPS) in 1997. During the first year of service, MAPS provided 58,630 rides to residents within the Joplin Area Transportation Study Organization area. Demand for our service has increased dramatically over the years. We provided 67,735 rides in 2006 and in response, added the Sunshine Lamp Trolley in late 2007. The Sunshine Lamp Trolley is a system of three deviated fixed route buses. Riders can catch the trolley at a designated trolley stop or they can call the dispatch office to schedule a pick-up or drop-off within 3/4 mile from the trolley route.

The Sunshine Lamp Trolley service is provided weekdays from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 4:00 p.m. Demand response service is provided weekdays from 6:15 a.m. to 5:15 p.m. and Saturdays from 8:30 a.m. to 3:30 p.m. There is no service on Sundays and holidays. The basic adult fare is $1.00 for Sunshine Lamp Trolley service. The fare for a trolley deviation is $2.00. Children under 12 ride Sunshine Lamp Trolley for free. The basic adult fare for MAPS demand response service is $4.00. The demand response fare for teens is $2.00 and the fare for children under 12 riding with an adult is $1.00. Reduced fares of $0.50 for Sunshine Lamp Trolley and $2.00 for demand response service are offered to persons over the age of 60, persons with disabilities, and Medicare card holders during all hours. Due to the national public health emergency, service on both the Sunshine Lamp Trolley and MAPS have been reduced and/or changed.

Both the Sunshine Lamp Trolley and MAPS service is operated with a fleet of 12 cutaway buses and one rubber tire trolley for service. The current peak requirement is for nine vehicles. Service is operated from adjacent facilities located at the City of Joplin Public Works Center.

## 2. Transit Agency Information

| | | | | |
|---|---|---|---|---|
| **Transit Agency Name** | City of Joplin, dba, MAPS Transit & Sunshine Lamp Trolley | | | |
| **Transit Agency Address** | 123 S. Main Street, Joplin, MO 64801 | | | |
| **Name and Title of Accountable Executive** | David Hertzberg, Director of Public Works | | | |
| **Name of Chief Safety Officer or SMS Executive** | Robert Lolley, Transportation Coordinator | | | |
| **Mode(s) of Service Covered by This Plan** | Deviated Fixed Route<br>Demand Response | **FTA Funding Types** | Sections 5307 and 5339 | |
| **Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)** | The City of Joplin directly operates deviated fixed-route bus service and demand response service. | | | |
| **Does the agency provide transit services on behalf of another transit agency or entity** | Yes ☒ | No ☐ | **Description of Arrangements** | Description of Arrangement(s): The City of Joplin operates demand response service inside of four cities within the MPO area for an agreed rate of $3 per ride |
| **Name and Address of Transit Agency( ies) or Entity(ies) for Which Service Is Provided** | City of Webb City, PO Box 30, Webb City, MO 64870<br>City of Oronogo, 653 E. Central, Oronogo, MO 64855<br>City of Duenweg, 106 Webb St., Duenweg, MO 64841<br>City of Carterville, 1200 E. 1st St., Carterville, MO 64835 | | | |

## 3. Plan Development, Approval, and Updates

| | | |
|---|---|---|
| **Name of Entity That Drafted This Plan** | City of Joplin, MAPS Transit & Sunshine Lamp Trolley | |
| **Signature by the Accountable Executive** | **Signature of Accountable Executive** | **Date of Signature** |
| | | |
| **Approval by the Board of Directors or an Equivalent Authority** | **Name of the Individual/Entity That Approved This Plan** | **Date of Approval** |
| | Joplin City Council | 11/16/2020 |
| | **Relevant Documentation (Title and Location)** | |
| | Ordinance _____ | |
| **Certification of Compliance** | **Name of Individual/Entity That Certified This Plan** | **Date of Certification** |
| | Missouri Department of Transportation | 11/20/2020 |
| | **Relevant Documentation (Title and Location)** | |
| | | |

**Version Number and Updates**

*The complete history of successive versions of this plan.*

| Version Number | Section/Pages Affected | Reason for Change | Date Issued |
|---|---|---|---|
| 1 | | New Document | 11/16/2020 |
| | | | |
| | | | |
| | | | |

**Annual Review and Update of the Agency Safety Plan**

*The process and timeline for conducting an annual review and update of the ASP.*

This plan shall be reviewed and updated by the Chief Safety Officer by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new ASP, then forwarding to the Joplin City Council for review and approval.

## 4. Safety Performance Targets

**Safety Performance Targets**

*The targets below are based on review of the previous five (5) years of MAPS & Sunshine Lamp Trolley safety performance data. All rate targets recorded here are per one hundred thousand vehicle revenue miles (VRM).*

| Mode of Transit Service | Fatalities (Total) | Fatalities (Rate) | Injuries (Total) | Injuries (Rate) | Safety Events (Total) | Safety Events (Rate) | System Reliability (Miles between Major Failures) |
|---|---|---|---|---|---|---|---|
| Deviated Fixed Route | 0 | 0 | 1 | 0.8 | 9.2 | 9.0 | 25,000 |
| Demand Response | 0 | 0 | 3.4 | 1.7 | 5.6 | 2.8 | 33,333 |

**Safety Performance Target Coordination**

*Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*

The Accountable Executive shares the ASP, including safety performance targets, with the Metropolitan Planning Organization (MPO), Joplin Area Transportation Study Organization (JATSO), in the service area each year after its formal adoption by the Joplin City Council. The Transportation Coordinator also provides a copy of the formally adopted plan to the Missouri Department of Transportation (MODOT). City of Joplin personnel are available to coordinate with MoDOT and the MPO in the selection of MODOT and MPO safety performance targets upon request

| | | |
|---|---|---|
| **Targets Transmitted to the State** | **State Entity Name** | **Date Targets Transmitted** |
| | MoDOT | 11/20/2020 |
| **Targets Transmitted to the MPOs** | **MPO Name** | **Date Targets Transmitted** |
| | Joplin Area Transportation Study Organization (JATSO) | 11/20/2020 |

## 5. Safety Management Policy

**Safety Management Policy Statement**

*Written statement of safety management policy, including safety objectives.*

Safety is a core value at the City of Joplin, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. The agency is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the agency's Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

The City of Joplin is committed to providing a safe work environment for all employees and consistently maintaining its equipment at a state of good repair. The City's mission is to provide safe and reliable transportation services.

City of Joplin will use best practices and safety standards to achieve these safety goals.

**Safety Management Policy Communication**

*How the safety management policy is communicated throughout the agency.*

Copies of the Agency Safety Plan are made available to City of Joplin and Operation's staff. Key safety policies are posted in City of Joplin's common areas and Operation's common areas for both operations and maintenance staff. The City of Joplin will incorporate annual review and distribution of the Safety Management Policy Statement into new-hire training. Ongoing Operations safety meetings will be used to reinforce the safety policies for each employee as well as introduce the safety principles included in this plan.

**Authorities, Accountabilities, and Responsibilities**

*The role of the following individuals for the development and management of the agency's Safety Management System (SMS).*

| | |
|---|---|
| **Accountable Executive** | The City of Joplin Director of Public Works, David Hertzberg, serves as the City of Joplin's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:<br>• Controlling and directing human and capital resources needed to develop and maintain the ASP and SMS.<br>• Designating an adequately trained Chief Safety Officer who is a direct report.<br>• Ensuring that the SMS is effectively implemented.<br>• Ensuring that all safety policies and procedures are communicated consistently and clearly to the organization. |

| | |
|---|---|
| | • Maintaining responsibility for carrying out the Transit Asset Management Plan. |
| **Chief Safety Officer or SMS Executive** | The Transportation Coordinator, Robert Lolley, is designated by the Chief Safety Officer to carry out the following:<br>• Developing and managing ASP and SMS policies and procedures, and keeping all policies and procedures up-to-date<br>• Ensuring ongoing implementation and operation of the SMS<br>• Overseeing the Employee Safety Reporting Program and ensuring that a robust line of safety-related communication is consistently maintained<br>• Ensuring policies are consistent with safety objectives<br>• Providing Safety Risk Management (SRM) expertise and support for other City of Joplin personnel who conduct and oversee Safety Assurance activities. |
| **Agency Leadership and Executive Management** | Aside from the Accountable Executive and Chief Safety Officer, the other executive manager with key safety-related responsibilities include: the Transit Driver Supervisor. The Accountable Executive designates the Transit Driver Supervisor with the following accountabilities and responsibilities:<br>• Oversight of day-to-day operations and procedures related to the Safety Management System within each department<br>• Modification of policies and procedures to be consistent with SMS principles and implementation, as necessary<br>• Oversight of employee reporting program and ensuring a consistent line of communication between front line employees and management concerning safety |
| **Key Staff** | Key non-executive staff with significant safety responsibilities include: drivers, dispatchers, mechanics, and facility managers. While these employees have a diverse range of responsibilities, overarching shared safety-related responsibilities for this group include:<br>• Reporting any identified safety concerns to management in a timely fashion<br>• Assessing service vehicles and facilities for hazards and defects<br>• Following and abiding by all policies and acting in accordance with the principles of the SMS<br>• Participation in quarterly meetings to discuss safety issues involving hazard reports and mitigations. |

**Employee Safety Reporting Program**

*The process and protections for employees to report safety conditions to senior management, including the employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).*

The Employee Safety Reporting Program (ESRP) encourages employees who identify safety concerns in their day-to-day duties to report them to management in good faith without fear of retribution. There are several ways employees can report safety conditions:

1. Employees can report conditions directly to the dispatcher, who will notify the Transit Driver Supervisor or Chief Safety Officer for investigation.
2. Employees can report conditions directly to the Transit Driver Supervisor or Chief Safety Officer for investigation.
3. Drivers can report conditions on their vehicle pre/post trip inspection slips. The Transit Driver

Supervisor collects inspection slips daily.

When action is taken to address a concern identified by an employee report that results in changes in policies or procedures, employees will be notified by either:

- Verbal follow up with the employee who made the report (in the case of non-anonymous reports), or,
- Bulletins posted with details on the nature of the concern, the action taken by management to address the concern, and the date of the report

Employees that report safety concerns in good faith are protected from any retaliatory measures. However, City of Joplin may take disciplinary actions if the report contains any of the following employee activities:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or,
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

## 6. Safety Risk Management

**Safety Risk Management Process**

*The Safety Risk Management Process, including:*

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associate with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The agency has generally adopted a hybrid approach to Safety Risk Management where the Chief Safety Officer and designees share responsibility for managing safety hazards and risk throughout the organization.

It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to the agency leadership. The process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. The Risk Manager leads the SRM process, working with the Safety Committee to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the SRM process are documented in its Corrective Action Plan and referenced materials. The SRM process applies to all elements of our system including our operations and maintenance: facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, the agency uses the following terms:

- **Event** - Any accident, incident, or occurrence.
- **Hazard** - Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the agency; or damage to the environment.
- **Risk** - Composite of predicted severity and likelihood of the potential effect of a Hazard.
- **Risk Mitigation** - Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** - An effect of a hazard involving injury, illness, death, or damage to agency's property or the environment.

**Safety Hazard Identification**

Quarterly facility inspections are one of the primary sources for identifying hazards within the agency's premises. The Chief Safety Officer will submit findings from these inspections to the Accountable Executive on an ongoing basis. Other important sources for identifying hazards include:

- Daily vehicle pre/post trip inspection reports
- Driver records
- Customer complaints and service requests
- Vehicle camera footage after accidents or incidents
- Employee reporting
- Maintenance reports
- Observations from supervisors

**Safety Risk Assessment**

Following the identification of safety hazards, assessment of risk is conducted on an ongoing basis by the Chief Safety Officer, in consultation with relevant managers throughout the organization. The following risk assessment matrices are used to guide discussions of risk assessments and set safety-related priorities.

**A. Categorize Level of Severity**

1. Catastrophic - may cause death
2. Critical - may cause severe illness, severe injury or major system loss
3. Marginal - may cause minor injury
4. Negligible - will not result in injury, illness or system damage

**B. Categorize the Likelihood of Occurrence**

1. Highly likely - frequent reoccurrence
2. Likely - expected occurrence
3. Unlikely - occurrence not expected

**Safety Risk Mitigation**

Once the risk of a safety hazard is identified, mitigation strategies that align with the severity and likelihood of the safety problem are determined by the Chief Safety Officer or Transit Driver Supervisor. Any hazards that pose an immediate risk to operating safety are addressed immediately. For safety risk interventions that require larger capital expenditures to address structural issues, the Chief Safety Officer will consult with the Accountable Executive to ensure that funds can be used effectively to address the safety hazard at hand.

## 7. Safety Assurance

**Safety Performance Monitoring and Measurement**

*Activities to monitor the system for compliance with procedures for operations and maintenance.*

City of Joplin uses the following procedures for ongoing monitoring of safety procedures to ensure compliance with organizational policies:

- Quarterly safety meetings with each operation to discuss any updates or concerns to safety policies and procedures
- Ongoing informal inspections of vehicles and facilities
- Daily logs of operations and maintenance reviewed
- Quarterly reports on safety performance, including incidents and accidents, are filed and reviewed by the Chief Safety Officer and Accountable Executive
- Assessments of safety and facility conditions conducted by the city's insurance providers

*Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implement as intended.*

The City of Joplin monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer or designee share responsibility for ensuring that mitigation strategies are effective and appropriate on a continuous basis. The agency has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to investigate specific incidents,
- Customer complaints
- Risk-Damage Incident Notification Reports
- Investigation of safety occurrences,
- Daily pre/post trip inspection sheets
- Regular vehicle inspections and preventative maintenance,
- Safety review prior to the launch or modification of any facet of service.

Implemented safety risk mitigations are frequently reviewed at scheduled safety and managerial meetings. If a mitigation is not working as intended, the Chief Safety Officer will propose improvements to the identified mitigation or propose an alternative mitigation strategy altogether. The Chief Safety Officer will approve or modify this proposed course of action and ensure its execution, in consultation with the Accountable Executive.

Monitoring methods for safety risk mitigations include:

- Reviewing results from accident, incident, and occurrence investigations, and utilizing the accident/incident database to monitor trends over time
- Monitoring employee safety reporting to determine if complaints persist after implementation of a mitigation strategy
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns.
- Job Performance Observations

*Activities to conduct investigations of safety events, including the identification of casual factors.*

Employees inform their supervisor immediately following any accident or incident. Supervisors will prepare a detailed Risk-Damage Incident Notification Report form or an Employee Incident Report using camera footage, police reports, and witness statements, which will be delivered to the Chief Safety Officer and City of Joplin Human Resource/Risk Management Department. The report specifies the root cause of the incident along with a determination of preventability, pursuant to the city's preventability guidelines.

The City of Joplin maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Risk-Damage Incident Notification Report and Employee Incident Report for specific procedures for conducting safety investigations). The Transit Driver Supervisor and City of Joplin Human Resource/Risk Management Department maintains all documentation of the agency's investigation policies, processes, forms, checklists, activities, and results. Agency leadership reviews the Risk-Damage Incident Notification and Employee Incident Reports and determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational factors beyond just individual employee behavior.

*Activities to monitor information reported through internal safety reporting programs.*

Management is responsible for ongoing monitoring and documentation of all employee safety reports. The Chief Safety Officer and the Accountable Executive will meet on a periodic basis to review all active safety reports and ensure that all reports have been thoroughly documented, assessed, and mitigated. The City of Joplin Risk Manager and Safety Committee routinely review safety data captured in Risk-Damage Incident Notification Reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Risk Manager and Safety Committee ensure that the concerns are investigated or analyzed through the City of Joplin's SRM process. The Risk Manager also participates in internal and external reviews, including audits and assessments, with findings concerning the agency's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

## 8. Safety Promotion

**Competencies and Training**

*Safety training program for all agency employees and contractors directly responsible for safety.*

Required safety trainings for operators include:

- MAP-21 required trainings
  - Defensive Driving
  - Accessible Lift and Passenger Securement
  - Disability Awareness
  - First Aid
  - Substance Abuse Awareness Training
- Passenger sensitivity training
- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Wheelchair Securement/Lift Training
- Railroad Crossings

Required safety trainings for maintenance staff include:

- Right to Know
- Hoisting and Lifting
- Hazard Communication
- Bloodborne Pathogen
- Viral Control and Vehicle Cleaning

Required for operation of City of Joplin support vehicles/staff include:

- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Right to Know
- Hazard Communication

**Safety Communication**

*Processes and activities to communicate safety and safety performance information throughout the organization.*

Information regarding safety policies, procedures, and performance is communicated to operations staff through a variety of channels, including:

- Frequent postings on the bulletin boards
- Frequent distribution of memos to all staff and review of important safety policies and procedures
- Quarterly safety meetings at both the deviated fixed route and demand response operations where major safety policy and procedure updates are discussed, and in which minutes are recorded and made available to participants

In addition to the safety communication methods listed above, the employee handbook covers safety-related responsibilities and requirements for employees, and stresses the agency's open-door policy and the responsibility of all employees to continuously report unsafe conditions.

## 9. Additional Information

**Supporting Documentation**

*Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this plan.*

The City of Joplin will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

City of Joplin Supporting Documentation include:

- City of Joplin Employee Handbook
- MAPS Transit & the Sunshine Lamp Trolley Driver's Manual
- Transit Department Driver Training Materials
- Risk-Damage Incident Notification Reports
- Employee Incident Reports

FTA Supporting Documentation used to develop this PTASP include:

- FTA's PTASP Website
  http://www.transit.dot.gov/PTASP
- PTASP Technical Assistance Center
  http://www.transit.dot.gov/PTASP-TAC
- PTASP Checklist for Bus Transit
  ASP-Checklist-for bus-202003-v2.pdf
- Public Transportation Agency Safety Plan (PTASP) Notice of Enforcement Discretion
  PTASP-Notice-of-Enforcement-Discretion-Final-With-Signature.pdf
- Sample Safety Risk Assessment Matrices for Bus Transit Agencies
  Sample-safety-risk-assessment-matrices-bus-transit-agencies.pdf
- Sample Hazard Classification System
  Sample-hazard-classification-system.pdf

## 10. Definitions of Special Terms Used in the ASP

| Term | Definition |
|---|---|
| **Accident** | **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause. |
| **Accountable Executive** | **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326. |
| **Equivalent Authority** | **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan. |
| **Event** | **Event** means any Accident, Incident, or Occurrence. |
| **Hazard** | **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. |
| **Incident** | **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency. |
| **Investigation** | **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk. |
| **National Public Transportation Safety Plan** | **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53. |
| **Investigation** | **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk. |
| **Major Mechanical Failures** | **Major Mechanical Failures** means failures caused by vehicle malfunctions or subpar vehicle condition which requires that it be pulled from service. |
| **Operator of a Public Transportation System** | **Operator of a Public Transportation System** means a provider of public transportation as defined under 49 U.S.C. 5302. |
| **Performance Target** | **Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA. |
| **Public Transportation Agency** | **Public Transportation Agency Safety Plan (or Agency Safety** |

| Term | Definition |
|---|---|
| **Safety Plan (or Agency Safety Plan)** | **Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673. |
| **Risk** | **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard. |
| **Risk Mitigation** | **Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards. |
| **Safety Assurance** | **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information. |
| **Safety Management Policy** | **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety. |
| **Safety Management System** | **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards. |
| **Safety Objective** | **Safety Objective** means a general goal or desired outcome related to safety. |
| **Safety Performance** | **Safety Performance** means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives. |
| **Safety Performance Measure** | **Safety Performance Measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets. |
| **Safety Performance Monitoring** | **Safety performance Monitoring** means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets. |
| **Safety Performance Target** | **Safety performance Target** means a performance target related to safety management activities. |
| **Safety Promotion** | **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system. |
| **Safety Risk** | **Safety Risk** means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome. |
| **Safety Risk Assessment** | **Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks. |

| Term | Definition |
|---|---|
| **Safety Risk Management** | **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk. |
| **Safety Risk Mitigation** | **Safety Risk Mitigation** means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards. |
| **Safety Risk Probability** | **Safety Risk Probability** means the likelihood that a consequence might occur, taking as reference the worst foreseeable-but credible-condition. |
| **Safety Risk Severity** | **Safety Risk Severity** means the anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable-but credible-condition. |
| **Serious Injury** | **Serious Injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface. |
| **State of Good Repair** | **State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance. |
| **System Reliability** | **System Reliability** means the distance between major mechanical failures by mode. |
| **Transit Agency** | **Transit Agency** means an operator of a public transportation system. |
| **Transit Asset Management Plan** | **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625. |
| **Vehicle Revenue Miles (VRM)** | **Vehicle Revenue Miles (VRM)** means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include:<br>• Layover / recovery time.<br>Exclude:<br>• Deadhead;<br>• Operator training;<br>• Vehicle maintenance testing; and<br>• School bus and charter services. |

## 11. List of Acronyms Used in the ASP

| Acronym | Word or Phrase |
|---|---|
| ASP | Agency Safety Plan |
| CFR | Code of Federal Regulations |
| ESRP | Employee Safety Reporting Program |
| FTA | Federal Transit Administration |
| JATSO | Joplin Area Transit Study Organization |
| MAPS | Metro Area Public Transit System |
| MAP-21 | Moving Ahead for Progress in the 21st Century Act |
| MODOT | Missouri Department of Transportation |
| MPO | Metropolitan Planning Organization |
| PTASP | Public Transit Agency Safety Plan |
| Section 5329 | Public Transportation Safety Program, 49 U.S.C. 5329 |
| SMS | Safety Management System |
| SRM | Safety Risk Management |
| U.S.C. | United States Code |
| VRM | Vehicle Revenue Miles |

**COUNCIL BILL NO. 2020-169 ORDINANCE NO.**

AN ORDINANCE Authorizing the adoption of the Public Transportation Agency Safety Plan (PTASP) detailing the safety processes and procedures for the City of Joplin, MO., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley per the new regulation set in 49 CFR Part 673 of the federal guidelines; and containing an emergency clause.

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

Section 1. That the City of Joplin, Missouri, shall adopt the proposed Public Transportation Agency Safety Plan (PTASP) detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley (exhibit A).

Section 2. That the City of Joplin, Missouri, understands that the Public Transportation Agency Safety Plan (PTASP) will be updated and approved on an annual basis.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with safety of the transit division, 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. Specifically, this Ordinance needs to be approved on an emergency basis in order to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-406 - Guidehouse LLC Work Authorization #7

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Planning, Development & Neighborhood Services

**ATTACHMENTS**
Guidehouse Work Authorization #7

**REVIEWED BY**
Dept. Head: Troy Bolander; Public Works Director: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill authorizes the execution of Work Authorization #7 of the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (formerly known as PricewaterhouseCoopers Public Sector LLP) to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

**BACKGROUND**
On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction with the Capital Plan, Guidehouse has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding. Activity Delivery Costs are those costs that are directly carried out for specific projects and include compliance and oversight of CDBG-DR requirements. As a result of the CDBG-DR funding received, the City of Joplin and Guidehouse have rebuilt and revitalized Joplin, Missouri in partnership with local engineering firms, contractors, community service organizations and a variety of integral stakeholders. This team focused on restoring destroyed and/damaged infrastructure, housing, etc. and addressed a variety of public services throughout the community. Please see a summary of some of completed projects below:

**Infrastructure**

- Sanitary Sewer
    - Joplin's stormwater and sanitary sewer infrastructure was severely damaged by the disaster and the cleanup efforts in the weeks and months following. Due to the severity of the damage, it was necessary to repair and replace over 20 miles of sanitary sewer piping, updating sewage facilities and other infrastructure. As a result, Joplin is in a better position than it was prior to the tornado.

- 20th Street and Main Street Streetscapes
    - Dozens of miles of roads, sidewalks, curbs & gutters, and stormwater inlets have been replaced and rebuilt post-disaster. Through the design efforts the City's street infrastructure is more efficient and much more ADA compliant than pre-tornado.
- Trails
    - Providing city-wide connectivity in a safe alternative to vehicle transportation, the various trails projects provide several miles of connection and future economic development and improve livability for those who live here and those considering relocation in the future.

**Housing**

- JHAP
    - Nearly 600 individuals and families were able to purchase homes in the disaster impacted recovery area due to the down payment assistance program. This program stemmed the tide of families leaving Joplin due to the housing shortage caused by the tornado and assisted families in obtaining homeownership that would have otherwise been impossible.
- Bungalows
    - Joplin Bungalows addresses a key issue facing many communities in the country, lacking affordable housing, particularly for seniors, homeless veterans and disabled individuals.
    - The Bungalows created 20 affordable housing units to serve Joplin's most at-risk demographics.

**Public Services**

- Advanced Training & Technology Center
    - Crowder opened a Joplin campus that has served over 400 students, created jobs and developed workforce development & training programs for dozens of area employers
- Joplin Senior Center
    - Expanded services for Joplin's growing senior population
    - Expanded Meals on Wheels services to area seniors in need
- Community Clinic of Joplin Facility Rehabilitation
    - As of the beginning of 2019, served nearly 2000 patients, 99% being low-to-moderate income individuals and families.
- Crosslines Community Center
    - Due to the closing of the Salvation Army's food pantry, Crosslines became the primary entity in the region to assist elderly, disabled and low-income individuals and families who had fallen on hard times. To-date they have assisted nearly 5,000 individuals.
- Early Childhood Center
    - Already a concern pre-tornado, the loss of 300 available spaces for children 3-5 years of age, made the creation of the Early Childhood Center a necessity. Funded in part with CDBG-DR funds and funding from the State of Missouri, the ECC has become a published example of the creative use of funds to have a high impact on a community by the US Department of Housing and Urban Development.
    - The ECC has served nearly 600 children to-date.

At this time the Guidehouse team is working with the City staff on close-out of the existing projects, finalizing sub-recipient requirements, project documentation needs that are in line with HUD's record retention requirements and preparing the City for next year's HUD monitoring and Technical visit. This Work Authorization provides $360,000 for Activity Delivery Costs which are part of the direct implementation of projects including the Joplin Senior Center improvements, last three (3) infrastructure projects, and Disaster Resiliency Planning process (supporting the Smart Cities Plan approved by City Council, including the undertaking of an Internet Gap Analysis Study). Additionally, $60,000 in General Administration Costs are included in Work Authorization #7 associated with program and project close-out tasks. Overall, Work Authorization #7 provides for a total of $420,000 effective through September 30, 2021.

**FUNDING SOURCE**

These payments are covered by the CDBG-DR Grant Funds.

**RECOMMENDATION**

Approve the execution of Work Authorization #7 for the continuation of the Master Services Agreement executed on April 17, 2017 for Professional Administrative and Consulting Services with Guidehouse LLP (formerly known as PricewaterhouseCoopers Public Sector LLP) in an amount not to exceed $420,000 on an emergency basis as provided for in Section 2.12(6) of the Home Rule Charter, due to impending finalization of current infrastructure and bidding needed for exterior improvements for the Meals on Wheels area of the City-owned Senior Center.

COUNCIL BILL NO. 2020-406 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #7 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Four Hundred Twenty Thousand and zero Dollars ($420,000) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with Guidehouse LLC formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City execute Work Authorization Number 7 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Guidehouse LLP (GH) to provide activity delivery, and administrative activities, not to exceed Four Hundred Twenty Thousand and zero Dollars ($420,000) a true and accurate copy of which is attached hereto and incorporated by reference to Exhibit "A".

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means 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 consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2020, by a vote of _____.

_____

Ryan Stanley, Mayor

ATTEST:

_____

Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

| CITY | | CONSULTANT | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: GUIDEHOUSE LLP<br>Address: 1800 TYSONS BLVD, 7TH FLOOR<br>MCLEAN, VA 22101 | |
| Attention: Troy Bolander<br>Director, Planning Development & Neighborhood Services | | Attention: Gaurav Menon, Partner | |
| Department: Planning Development & Neighborhood Services | | Phone: 267-879-9730 | Fax: 703-918-3100 |
| Phone: 417-624-0820, Ext 510 | Fax: 417-625-4738 | | |

**WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-7**
**TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES**

This Work Authorization dated November 16, 2020 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Guidehouse LLP formerly known as PricewaterhouseCoopers Public Sector LLP ("GH") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of an amendment.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate GH under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 7 exceed the sum of $420,000.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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 hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty

(30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall include the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php ).

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**REVIEWED FOR APPROVAL**

**GUIDEHOUSE LLP**

By: _____

Printed Name: Gaurav Menon

Title: Partner

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

**CITY OF JOPLIN**

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Nicholas Edwards
City Manager

Date: _____

# EXHIBIT A - WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-7

**1. General:**
The Scope of Services identified in this Work Authorization are associated with the City's Partial Action Plans.

**2. Definitions:**
*Program Administration Costs* (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

*Planning Costs (PC)* are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

*Activity Delivery Costs* (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

**3. Term:**

All work tasks under this Work Authorization shall be completed no later than September 30, 2021 unless specifically agreed to in writing by the City of Joplin.

**4. Scope of Services and Budget for Proposed Work Authorization Number 7:**

| Round I | ADC | Admin |
|---|---|---|
| Round I Totals: | $ 360,000 | $ 30,000 |

| Round II | ADC | Admin |
|---|---|---|
| Round II Totals: | | $ 30,000 |

| | | |
|---|---|---|
| Work Authorization 7 Totals: | $ 360,000 | $ 60,000 |
| | Grand Total | $ 420,000 |

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs. The majority of the tasks proposed under this Work Authorization are anticipated to be ADC specific.

**5. Payment/Fee Schedule:**

| **Role** | **Hourly Rate** |
|---|---|
| Principal | $236.90 |
| Director | $216.30 |
| Manager | $195.70 |
| Senior Associate | $169.95 |
| Associate | $149.35 |
| Analyst | $111.30 |
| Recovery Specialist | $103.00 |
| Support Specialist 3 | $77.25 |
| Support Specialist 4 | $61.80 |
| Support Specialist 2 | $41.30 |
| Support Specialist 1 | $30.90 |

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, GH may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for GH's personnel or on GH's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

**AGREED AND ACCEPTED:**

DATE: _____

Guidehouse LLP

BY: _____

NAME: Gaurav Menon
TITLE: Partner

City of Joplin

BY: _____

NAME: Troy Bolander
TITLE: Director, Planning, Development & Neighborhood Services

AGREEMENT FOR SEWER SERVICE
AND SEWER ASSESSMENT

THIS AGREEMENT made and entered into this _____ day of September, 2020, by and between Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Owner"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "City"). City's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Owner owns certain real estate (hereinafter referred to as "the Property"), said real estate being described as follows:

"Legal Description is attached as Exhibit A"

WHEREAS, Owner desires that City construct, maintain, and repair certain improvements to treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Phase 1 Improvements.

a. City's Responsibilities. City shall engineer, construct, maintain, and repair all sewage collection system sewer main lines to make sanitary sewer service available to the Property. City shall construct, maintain, and repair improvements to the 20th Street Lift Station to increase pumping capacity to 400 gpm. Specifically, these improvements are projected to include Duplex 400 gpm, 83 hp submersible pumps. The cost estimate of these improvements is $162,250.00. City shall, at Owner's expense, construct, maintain, and repair improvements to the 20th Street Lift Station to increase flow equalization. Specifically, these improvements are projected to include two 10' diameter by 22' deep flow equalization basins. The cost estimate of these improvements is $71,500.00. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. In the event that additional easements or right

of way is required, City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewer lateral lines extending from sewer main lines to the Property. Owner, at its expense, shall construct a sewage collection system as part of its development of the property from the lateral lines to the lift station, and this collection system shall be dedicated to the City upon completion. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

2. Phase 2 Improvements.

a. City's Responsibilities. After such time as City determines that fifty percent (50%) of the capacity created by the Phase 1 Improvements has been used, City shall design, engineer, construct, maintain, and repair improvements to the 20th Street Lift Station and Lift Station #19. Specifically, flow from the 20th Street Lift Station will be eliminated from the Lift Station #19 basin and directly piped to the Shoal Creek WWTP. The cost estimate of these improvements is $2,867,370. City shall advance the cost of the improvements. These improvements, including the design, engineering, and construction thereof, as well as the actual cost of improvements, are subject to change at City's sole discretion.

b. Owner's Responsibilities. Owner shall, at its expense, acquire and dedicate any and all necessary easements, now and in the future, to City for construction, maintenance, and repair of improvements. City may, at Owner's expense, acquire easements for construction, maintenance, or repair of improvements. Owner shall, at its expense, construct, maintain, and repair all sewage collection system sewer lateral lines extending from sewer main lines to the Property. Owner shall repay City for the actual cost of improvements as provided in paragraphs 4 and 5 herein. Owner's obligation to pay shall be a covenant that runs with the land and bind its successors and assigns, and any subsequent owners of any part of the Property in accordance with the terms of this Agreement.

3. Maintenance and Repair. City shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Owner shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines in accordance with the Joplin City Code.

4. Payment Obligation of Owner and Rates for Service. It is the intent of this Agreement that Owner, its successors and assigns, and any subsequent owners of any part of the Property pay fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements. Owner plans to construct a subdivision or sell all or part of the Property for a subsequent owner to construct a subdivision and it is agreed that each residential home located on the Property will be responsible for the monthly service rates and surcharge set forth in this paragraph. Owner, its successors and assigns, and any subsequent owners of any part of the Property shall be assessed fees for "in city" sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances, plus a thirty percent (30%) surcharge. Said surcharge shall be assessed until fifty percent (50%) of the total actual cost of Phase 1 Improvements and Phase 2 Improvements, plus interest computed at 2.75% per annum, has been fully paid, at which time the surcharge shall cease. Said fees shall be due from any owner of any part of the Property receiving sewer service, regardless of whether the user is residential, commercial, or industrial. Total actual cost includes engineering and design and all construction and related costs.

5. Payment Schedule. Owner, its successors and assigns, and any subsequent owner of any part of the Property shall pay City for any fees for sanitary sewer service assessed pursuant to the terms of the sewer bills that are sent by City.

6. City's Reservation of Capacity from Phase 2 Improvements. City reserves fifty percent (50%) of the increased sewer capacity from the Phase 2 Improvements for allocation and use by City at its sole discretion.

7. Development of the Property. Owner agrees that the Property is governed by the Joplin City Code, including but not limited to the building code, fire code, and zoning. Owner agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code. Owner agrees that any construction or development of the Property shall conform with all requirements of City's Standard

Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. The parties agree that the annexation agreement contained in the January 15, 2008 Agreement for Sanitary Sewer Construction and Treatment Services between that parties shall be strictly followed. In addition, all property that is served by sanitary sewer under this Agreement shall be annexed into the City prior to the sanitary sewer being connected to the City's sewer line.

b. Owner, its successors and assigns, irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Owner, its successors and assigns, shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Owner, its successors and assigns, to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Owner, its successors and assigns, agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

10. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. This Agreement shall be recorded in the Recorder's Office and shall run with the land and bind all successor owners of any real estate described above.

11. Compliance with Law. Owner shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Owner hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Owner, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

16. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

17. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by Owner, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

18. Termination. City may terminate this Agreement upon the failure of Owner to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by City to Owner.

19. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of September, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

LEDFORD CONSTRUCTION &
DEVELOPMENT COMPANY, L.L.C.

_____
By: Lance Ledford
Its: Owner

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

**ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY**

On this 30th day of October, in the year **2020**, before me, a Notary Public in and for said state, personally appeared Lance Ledford, of Ledford Construction* known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that _____ executed the same for the purposes therein stated.

* Development Company LLC

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Joplin Mo, the day and year above written.

My term expires February 25th, 2023.

Natalia Breanne Going Mrs
Notary Public

Natalia Breanne Going Mrs
Notary Public-Notary Seal
State of Missouri, Jasper County
Commission #18895116
My Commission Expires February 25, 2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

# EXHIBIT A

BOOK 2528, PAGE 23
PART OF A TRACT OF LAND DESCRIBED IN BOOK 1962, PAGE 1457 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 0°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT OF LAND, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE ALONG THE NORTH LINE OF SAID TRACT OF LAND 634.24 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2955.00 FEET AND A CHORD BEARING SOUTH 80°32'34" WEST, 633.03 FEET; THENCE CONTINUING ALONG SAID NORTH LINE 510.49 FEET ON A REVERSE CURVE HAVING A RADIUS OF 1545.00 FEET AND A CHORD BEARING SOUTH 83°51'34" WEST, 508.17 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 86°40'29" WEST, 153.52 FEET; THENCE NORTH 1°30'00" EAST, 1588.59 FEET; THENCE SOUTH 88°30'00" EAST, 1088.01 FEET; THENCE 195.86 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1970.00 FEET AND A CHORD BEARING NORTH 88°39'06" EAST, 195.78 FEET; THENCE SOUTH 1°49'48" WEST ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2398, PAGE 218 AND AN EXTENSION THEREOF, 1325.25 FEET; THENCE SOUTH 0°12'03" EAST, 90.13 FEET TO THE POINT OF BEGINNING. CONTAINS 44.60 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

COUNCIL BILL NO. 2020-163 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Ledford Construction & Development Company, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Ledford Construction & Development Company, L.L.C., owns certain real property more particularly described in the Agreement, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A";

WHEREAS, Ledford Construction & Development Company, L.L.C., desires that City design, engineer, construct, maintain, and repair certain improvements for sanitary sewer service to said real property. The estimated cost of the Phase 1 improvements is $233,750. The estimated cost of the Phase 2 improvements is $2,867,370;

WHEREAS, City agrees to advance the costs of said improvements;

WHEREAS, Ledford Construction & Development Company, L.L.C., its successors and assigns, and any subsequent owners of any part of said real property, agree that the actual costs of said improvements shall be recovered by a 30% surcharge on any and all sewer service charges established by Section 118-202 of the Joplin City Code for said real property until the actual costs of said improvements, plus interest computed at 2.75% per annum, have been fully paid; and

WHEREAS, City and Ledford Construction & Development Company, L.L.C., agree that City reserves fifty percent (50%) of the increased sewer capacity created by said improvements for allocation and use by City at its sole discretion.

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

Section 1. That the agreement with Ledford Construction & Development Company, L.L.C. for the purpose of providing sanitary sewer service, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

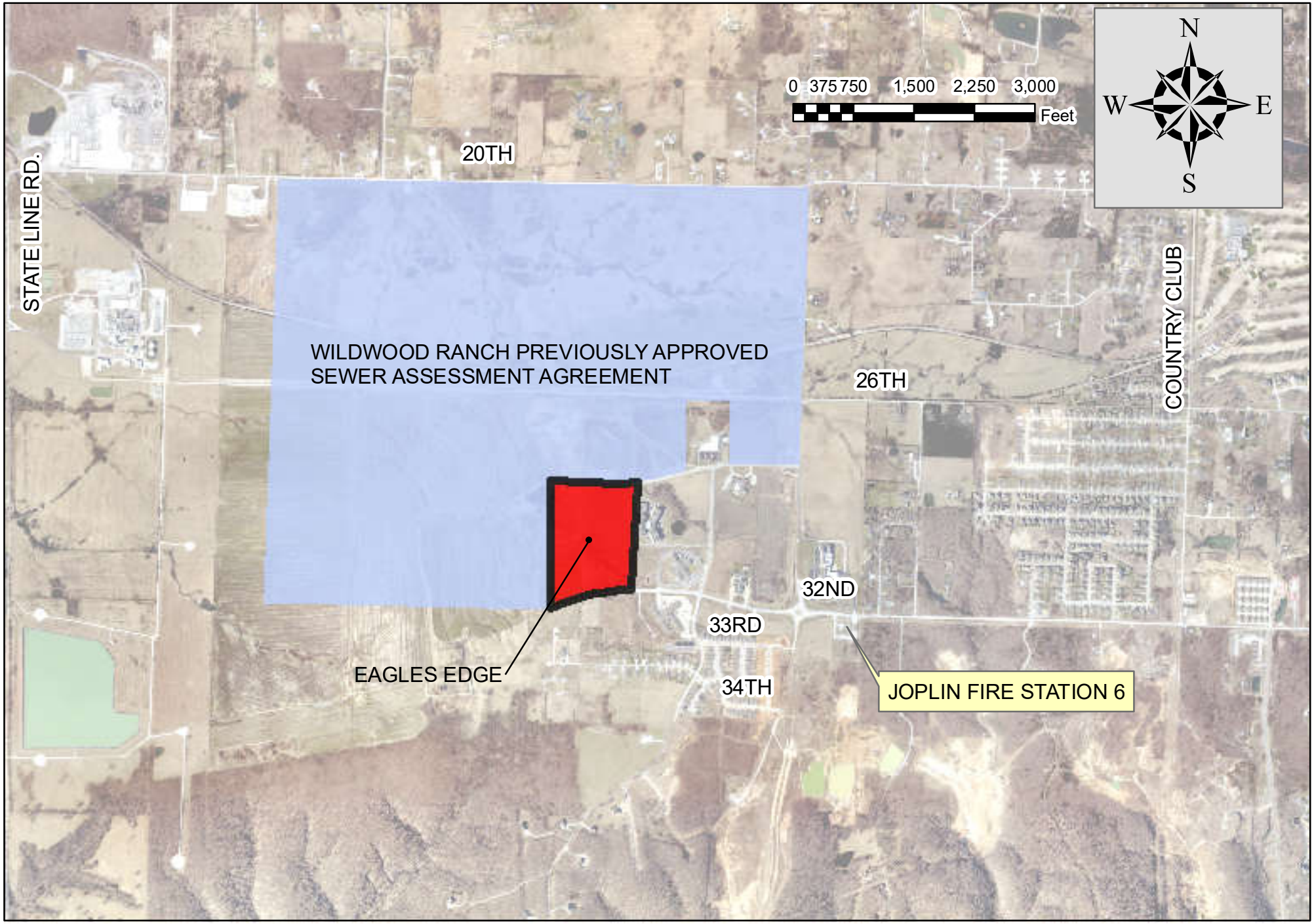
ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# EAGLES EDGE - SEWER SERVICE AND SEWER ASSESSMENT AGREEMENT



# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-163 - Agreement for Sewer Service and Sewer Assessment (Ledford Construction & Development Company, LLC)

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Public Works

**ATTACHMENTS**
CB 2020-163 Ordinance; Agreement for Sewer Service; Location Map

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

**SUMMARY**
This Council Bill approves an Agreement with Ledford Construction & Development Company L.L.C., for Sewer Service and Sewer Assessment.

**BACKGROUND**
In 2018 the City was approached by a developer wishing to subdivide a tract of land for residential development consisting of approximately 600 homes. City staff reviewed the potential capacity available in the collection system that would serve the development and found that there was not enough sewerage capacity available for 600 homes. The developer's engineers evaluated the collection system and reached the same conclusion. City staff contracted with Allgeier Martin and Associates to perform a study of the collection system serving this area and to provide options and cost estimates for improving the system to provide more capacity for development. The engineering report was completed in December of 2018 and has been used during discussions between City staff, property owners and developers to incorporate into the agreement. This agreement allows the City to collect a surcharge of 30% on all sewer charges collected from sewer users connecting to the improved collection system within the property described in this agreement. The funds collected will pay for half of the cost, plus interest of the Phase 1 and Phase 2 improvements needed to increase the available sanitary sewer capacity of the sewer collection system. The total cost of Phase 1 is estimated to be $233,750; the total cost of Phase 2 is estimated to be $2,867,370. The total capacity gained from the improvements will be split with half being reserved by the City for industrial or commercial development and the remainder is reserved for residential development. The industrial and commercial developments will also pay the 30% surcharge but the amount to be paid for by the surcharge is half of the total cost, plus interest. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible. Ledford's subdivision, Eagles Edge, contains 152 residential lots.

**FUNDING SOURCE**

Sewer improvement projects will be funded from the sanitary sewer fund with the funds collected from the 30% surcharge paying for half, plus interest.

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and MOLANDCO, Inc., a Missouri Corporation, hereinafter referred to as "MOLANDCO."

WHEREAS, MOLANDCO owns certain real property located in Joplin, Missouri, legally described in Deed Book 1786 at page 192 and Deed Book 2212 at page 735, attached hereto and incorporated by reference as Exhibits A.1 and A.2 (hereinafter referred to as "the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property, legally described in Deed Book 907 at page 599, Deed Book 920 at page 172, and Deed Book 1194 at page 2525, attached hereto and incorporated by reference as Exhibits B.1, B.2, and B.3; and

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, MOLANDCO desires to relocate said sanitary sewer easement in order to develop the Property, a copy of the proposed relocated sanitary sewer easement being attached hereto and incorporated by reference as Exhibit C.

NOW THEREFORE, the parties do hereby agree as follows:

1. Responsibilities of City: City agrees to pay for additional engineering and construction costs associated with the sanitary sewer easement relocation in the not to exceed price of $38,303.20.

2. Responsibilities of MOLANDCO: MOLANDCO agrees to pay for the balance of additional engineering and construction costs associated with the sanitary sewer easement relocation, which are currently estimated at $57,454.80. MOLANDCO also agrees to execute the permanent sanitary sewer and temporary construction easements attached hereto and incorporated by reference as Exhibits C and D. MOLANDCO further agrees to pay for any and all application fees associated with vacating any existing easements and establishing any new easements related to this Agreement, including Exhibits C and D. MOLANDCO agrees to pay for the costs associated with recording any easements or vacations related to this Agreement, including Exhibits C and D.

3. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall

be binding unless first reduced to writing and executed with the same formality as this Agreement.

4. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

5. Compliance with Law. MOLANDCO, its employees, agents, successors, and assigns, shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

6. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

7. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

8. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

9. Indemnification. MOLANDCO hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or MOLANDCO, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

10. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

11. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by MOLANDCO, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or

constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

12. Termination. City may terminate this Agreement at any time, without cause.

13. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

MOLANDCO, INC.

_____
MOLANDCO, Inc.
By: Allyn Burt
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____ day of _____, 2020 before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of MOLANDCO, Inc., a Missouri Corporation, and that the seal affixed to the forgoing instrument is the seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

Exhibit A.1

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BOOK: 1786

PAGE: 192-201

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

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## General Warranty Deed

(Corporation)

***This Deed***, made and entered into on MAY 6, 2003, by and between **Grantor:** U.S. Bank, N.A. (successor in interest to Mercantile Bank of Western Missouri and to Firstar Bank, N.A.), organized and existing under the laws of the United States of America with its principal office in the COUNTY of JASPER, State of MISSOURI, whose address is 402 MAIN ST., JOPLIN, MO 64801 and **Grantee(s):** Molandco, Inc., a Missouri Corporation of the COUNTY of JASPER, State of MO. **Mailing Address of the Grantee(s):** 1010 E. 20TH ST., JOPLIN MO 64804

***Witnesseth***, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, does by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

***SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

**HAWKINS**

File No.: 193771

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

***To Have and To Hold*** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will ***Warrant and Defend*** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons claiming by, through or under Grantor(s) but none other excepting, however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed.

***In Witness Whereof,*** the Grantor has executed these presents the day and year first above written.

U.S. BANK, N.A.

By: Clifford E. Wert
Senior Vice-President

State of Missouri )
) ss
County of Jasper )

On May 6, 2003, before me personally appeared Clifford E. Wert, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of U.S. Bank, N.A.*, a Corporation of the State of Missouri, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors; and said Clifford E. Wert acknowledged said instrument to be the free act and deed of said Corporation. *Successor in interest to Mercantile Bank of Western Missouri, and to Firstar Bank, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri the day and year first above written.

Marilyn M. Edwards

Marilyn M. Edwards, Notary Public

My term expires: 10/01/04

MARILYN M. EDWARDS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, JASPER COUNTY
My Commission Expires: 10-1-2004

# EXHIBIT 'A'

**TRACT 1:**
**ALL OF LOTS NUMBERED TWO HUNDRED THIRTEEN (213), TWO HUNDRED FOURTEEN (214), AND TWO HUNDRED FIFTEEN (215), IN ROYAL HEIGHTS SUB-DIVISION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**TRACT 2:**
**ALL OF LOT NUMBERED EIGHT HUNDRED SIXTY-SIX (866) AND EIGHT HUNDRED SIXTY-SEVEN (867), IN CASTLE ROCK SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**TRACT 3:**
**ALL OF WATER'S EDGE RE-PLAT UNIT NO. 1, EXCEPT LOTS NUMBERED ONE (1) THROUGH SIX (6), INCLUSIVE, AND EXCEPT LOT NUMBERED THIRTY-ONE (31), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF WATERS EDGE RE-PLAT UNIT NO. 1: THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATERS EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING;**
**THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET, A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST; THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST, 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.**

**EXCEPT:**

Initials: _____ _____

**(1) COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, WATER'S EDGE REPLAT UNIT 1, JASPER COUNTY, MO. THENCE SOUTH 0 DEGREES, 19 MINUTES, 21 SECONDS EAST ALONG THE WEST LINE OF LOT 2 SHANER PARK ACRES 15 FEET TO THE POINT OF BEGINNING. THENCE NORTH 35 DEGREES 20 MINUTES 10 SECONDS WEST 40.69 FEET. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222. FEET AND CENTRAL ANGLE OF 25 DEGREES, 19 MINUTES, 18 SECONDS AN ARC LENGTH OF 98.11 FEET. THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 228. FEET AND CENTRAL ANGLE OF 6 DEGREES, 6 MINUTES, 51 SECONDS AN ARC LENGTH 24.33 FEET. THENCE SOUTH 53 DEGREES 0 MINUTES EAST 84.10 FEET. THENCE SOUTH 0 DEGREES, 0 MINUTES EAST 69.76 FEET TO THE SOUTH LINE OF LOT 2 SHANER PARK ACRES. THENCE SOUTH 89 DEGREES, 50 MINUTES 13 SECONDS WEST 127.68 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT KNOWN AS LOT 6 IN WATER'S EDGE REPLAT UNIT 1 AND BEING SUBJECT TO EASEMENTS, RIGHT OF WAYS AND RESERVATIONS OF RECORD.**

**(2) THAT PART OF THE COMMON AREA AS PLATTED IN WATER'S EDGE RE-PLAT UNIT NO.1, IN THE CITY OF JOPLIN, SECTION 36, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT IF EXTENDED, 10.07 FEET, THENCE NORTH 4.94 FEET, THENCE NORTH 53 DEGREES WEST 84.10 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 228 FEET AN ARC DISTANCE OF 197.80 FEET ON A CHORD OF NORTH 64 DEGREES 03 MINUTES 27 SECONDS EAST 191.66 FEET, THENCE SOUTH 3 DEGREES, 57 MINUTES, 52 SECONDS WEST 66.48 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 220 FEET AN ARC DISTANCE OF 15.03 FEET ON A CHORD OF SOUTH 1 DEGREE 54 MINUTES 11 SECONDS WEST 15.03 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND ARC DISTANCE OF 58.40 FEET ON A CHORD OF SOUTH 26 DEGREES, 47 MINUTES WEST 55.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 65.60 FEET TO THE POINT OF BEGINNING EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD-RIGHT-OF-WAY, ALSO BEING SUBJECT TO OTHER RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.**

**AND EXCEPT THE FOLLOWING TRACTS:**

**A: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3), THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST ALONG THE EASTERLY LINE OF LOT NUMBERED THREE (3), 1.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 6.78 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 35 SECONDS EAST, 5.84 FEET; THENCE SOUTH 84 DEGREES 21 MINUTES 49 SECONDS WEST; 3.48 FEET TO THE POINT OF BEGINNING.**

**B: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF LOT NUMBERED THREE (3); 37.51 FEET; THENCE CONTINUING ALONG THE SOUTH LINE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 16.44 FEET; THENCE SOUTH 06 DEGREES 39 MINUTES 31 SECONDS EAST, 7.08 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 39 SECONDS EAST, 16.27 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 5.53 FEET TO THE POINT OF BEGINNING.**

**C: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 12.35 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 46 MINUTES 47 SECONDS EAST, 30.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A**

Initials: _____ _____

**DISTANCE OF 7.62 FEET; THENCE NORTH 05 DEGREES 44 MINUTES 04 SECONDS WEST, 7.20 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 06 SECONDS WEST, 2.54 FEET TO THE POINT OF BEGINNING.**

**D: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 38.08 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 31 MINUTES 09 SECONDS EAST, 92.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A DISTANCE OF 5.28 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 3.57 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 25 SECONDS WEST, 3.89 FEET TO THE POINT OF BEGINNING.**

**E: ALL THAT PART OF THE COMMON AREA IN WATERS EDGE RE-PLAT UNIT NO. 1 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT NUMBERED THREE (3) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE NORTH 83 DEGREES 17 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE PARALLEL TO THE NORTHEASTERLY PROPERTY LINE CURVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET; THENCE ALONG SAID CURVE 63.44 FEET; THENCE SOUTH 7 DEGREES 12 MINUTES 4 SECONDS EAST, 39.76 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 125.00 FEET; THENCE NORTH 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 85.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 20.79 FEET TO THE EAST CORNER OF LOT 3; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET (ALSO THE NORTHEASTERLY PROPERTY LINE CURVE OF LOT 3); THENCE ALONG SAID CURVE 50.96 FEET TO THE POINT OF BEGINNING.**

**F: ALL THAT PART OF THE COMMON AREA IN WATER'S EDGE RE-PLAT UNIT NO. 1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF LOT THIRTY-ONE (31) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE SOUTH 36 DEGREES 46 MINUTES 54 SECONDS WEST, 113.96 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 08 SECONDS EAST PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 31, 126.95 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SIDE CURVE 18.03 FEET; THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 31, 60.29 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 699.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 26.94 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 25 SECONDS WEST, 28.00 FEET TO THE EASTERLY CORNER OF SAID LOT 31 AND A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 34 MINUTES 32 SECONDS WEST, 28.04 FEET; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 727.00 FEET, A DISTANCE OF 28.04 FEET; THENCE 27 DEGREES 27 MINUTES 59 SECONDS WEST, 45.34 FEET TO SOUTHERLY CORNER OF SAID LOT 31, THENCE NORTH 66 DEGREES 25 MINUTES 08 SECONDS WEST, 92.00 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 25 SECONDS EAST, 83.16 FEET TO THE POINT OF BEGINNING.**

**G: THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATER'S EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET,**

Initials: _____ _____

**A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT, THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST, THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.**

**H: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**I: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**J: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134) AND ONE HUNDRED THIRTY-SIX (136) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**K: TRACT K1:**
**ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TEN (10) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 66 DEGREES 13 MINUTES 20 SECONDS WEST, 78.49 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD, ON A CURVE TO THE LEFT HAVING A RADIUS OF 655.00 FEET, 120.17 FEET, TO THE NORTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT ON A CURVE TO THE LEFT HAVING A RADIUS OF 323.27 FEET, A DISTANCE OF 90.29 FEET, THENCE NORTH 29 DEGREES 13 MINUTES 50 SECONDS EAST 114.45 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT.**
**(ALSO KNOWN AS LOT 9 IN WATER'S EDGE UNRECORDED RE-PLAT II)**

**TRACT K2:**

Initials: _____ _____

**ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY; THENCE NORTHERLY PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, 67.43 FEET, THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST, 69.85 FEET, TO THE SOUTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY; THENCE SOUTHEASTERLY PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT, ON A CURVE TO THE LEFT HAVING A RADIUS OF 363.27 FEET, 90.23 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 00 SECONDS WEST, 119.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENTS, SUBJECT ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING THE RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 15 IN WATER'S EDGE UNRECORDED RE-PLAT II)**

**TRACT K3:**
**ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 338.00 FEET, 116.02 FEET, TO THE SOUTH SIDE OF HICKORY LANE, A/K/A SPARKLING WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO HICKORY LANE, A/K/A SPARKLING WATERS COURT, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, 95.71 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 31 SECONDS EAST, 112.35 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 16 IN WATER'S EDGE UNRECORDED RE-PLAT II)**

**TRACT 4:**
**ALL THAT PART OF MISCELLANEOUS TRACTS NUMBERED TWENTY-SEVEN (27), TWENTY-EIGHT (28), AND TWENTY-NINE (29), IN SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE**

Initials: _____ _____

**SOUTHEAST CORNER OF SAID SECTION 36, THENCE WEST ALONG THE SOUTH LINE OF SECTION 36, 825.76 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 40.0 FEET, MORE OR LESS, TO THE NORTH LINE OF NEWMAN ROAD, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 510 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 493.66 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES EAST 258.83 FEET, THENCE NORTH 0 DEGREES 05 MINUTES WEST 400 FEET, THENCE NORTH 89 DEGREES 50 MINUTES WEST 257.94 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 1181 FEET, THENCE WESTERLY ALONG THE SOUTH LINE OF ROYAL HEIGHTS SUB-DIVISION 1477.0 FEET, THENCE SOUTH 2082.45 FEET, THENCE EASTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF NEWMAN ROAD TO THE POINT OF BEGINNING, EXCEPT ALL THAT PART PLATTED AS WATER'S EDGE RE-PLAT UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THE FOLLOWING:**

**A: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**B: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**C: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134), ONE HUNDRED THIRTY-SIX (136), ONE HUNDRED THIRTY-SEVEN (137), ONE HUNDRED THIRTY-EIGHT (138), ONE HUNDRED THIRTY-NINE (139), AND ONE HUNDRED FORTY (140) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**TRACT 5:**
**ALL OF MISCELLANEOUS LOT NUMBERED FORTY-SIX (46), IN SECTION 36, TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT HIGHWAY RIGHT-OF-WAY, AND EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.**

**TRACT 6:**
**ALL OF LOTS NUMBERED EIGHT HUNDRED SEVENTY (870) THROUGH EIGHT HUNDRED SEVENTY-NINE (879), BOTH INCLUSIVE, IN CASTLE ROCK SUB-DIVISION, OF PART OF THE SOUTH HALF OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**

**TRACT 7:**
**EASEMENT FOR INGRESS AND EGRESS, AND COMMON AREA LOT "A":**
**COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 45.0 FEET TO THE WEST RIGHT-OF-WAY OF RANGE LINE ROAD AND THE INTERSECTION OF THE NORTH LINE OF LOT TWO (2) IN SHANER PARK ACRES, SAID POINT BEING THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 23 MINUTES EAST ALONG SAID RIGHT-OF-WAY 119.85 FEET TO A POINT OF INTERSECTION**
**WITH THE SOUTH LINE OF SAID LOT, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG SAID LINE 400 FEET, THENCE NORTH 251 FEET MORE OR LESS TO THE NORTH LINE OF LOT ONE (1) IN SHANER PARK ACRES, THENCE EAST 400 FEET, TO A POINT**
**NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN OR DEEDED FOR HIGHWAY PURPOSES, KNOWN AS PART OF WATER'S EDGE UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.**
**A.P.N.**

Initials: CM _____

First American Title Missouri Agency Inc dba Hawkins Title

File No.: 193771 (mme)

Date: May 07, 2003

16.25
3375
50 Cm

HAWKINS

Initials: _____ _____

Exhibit A.2

BK2212PG0735

8/26/2011 10:03:07 AM

11-15777

BOOK: 2212

PAGE: 735-737

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

# GENERAL WARRANTY DEED

**THIS DEED,** made and entered into this 25th day of August, 2011, by and between Dr. Shazia Habib and Dr. Iftikhar Ali, herein called the grantor(s) and Molandco, Inc., herein called the grantee(s).
Grantees mailing address: 2820 S. RANGELINE RD JOPLIN MO 64804

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said Grantee(s), the following described Real Estate situated in the County of Jasper, State of Missouri, to wit:

**See Attached Legal Description**

**Subject to easements, restrictions, reservations and covenants of record, if any.**

To have and to hold the same together with all rights, immunities, privileges, and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

The said grantor covenanting that said party or parties and the heirs, executors, administrators and assigns of such Grantee(s), and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any.

That grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set their hand(s) the day and year first above written.

Dr. Shazia Habib

Dr. Iftikhar Ali

**STATE OF MISSOURI** )
) ss.
**COUNTY OF JASPER** )

On this 25th day of August, 2011, before me personally appeared Dr. Shazia Habib and Dr. Iftikhar Ali, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public: Cathy M. Forson
My commission expires: 3-3-13

CATHY M FORSON
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires March 3, 2013
Commission # 09507811

Exhibit "A"

File #111202

**All of the West One-half (W1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri, EXCEPT a tract 174.8 feet East and West by 208.7 feet North and South out of the Northeast corner thereof; AND EXCEPT a tract 10 rods East and West by 8 rods North and South out of the Southeast corner thereof; AND EXCEPT all that part of the West One-half of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, described as follows: Beginning at a point 834.8 feet West of the Northeast corner of the Southeast Quarter of the Northeast Quarter, thence West 465.2 feet to a point 20 feet East of the Northwest corner of said tract, thence South and parallel to the West line of said tract 208.7 feet, thence East 465.2 feet, thence North 208.7 feet to point of beginning in Jasper County, Missouri, being a part of MISCELLANEOUS TRACT Numbered Forty-four (44) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri;**

**Also, a tract of land described as follows: Beginning 208.7 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, thence West 660 feet, thence South to a point 132 feet North of the South line of said Southeast Quarter of the Northeast Quarter of Section 36, thence East to a point 544.5 feet West of the East line of said Section 36, thence North 532 feet, thence East 544.5 feet to the East line of said Section 36, thence North along the East line of said Section 36, to point of beginning, being MISCELLANEOUS TRACT Numbered Forty-three (43) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, EXCEPT that part taken or deeded for road purposes.**

1725
12.75
30 OK BT at desk

Exhibit B.1

SEWER EASEMENT

THIS INDENTURE, made the 24th day of April, 1959, between

A. F. Hadden and Ethel P. Hadden, husband and wife,

OF The City of Joplin, State of Missouri, parties of the first part, and the City of Joplin, a municipal corporation, party of the second part,

WITNESSETH:

That in consideration of the sum of One Dollar (1.00) and other valuable considerations now paid to the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part hereby grants and conveys unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

Description for 20 ft. wide sewer easement, 10 ft. on either side of the following described center line across the north 208.7 ft. of Miscellaneous Tract No. 43 in the SE 1/4 of NE 1/4 of Section 36, Township 27 N, Range 33 W, Jasper County, Missouri.

Beginning at a point in the south line of said tract 120 ft. east of the SW corner thereof, thence with an angle to the left from the south line of 40° 00' a distance of 285 ft. to M.H. #2, thence with an angle to the right of 6° 50' a distance of 50 ft. to point in the north line a distance of 385 ft. east from the NW corner of said tract, containing 15/100 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us.

A. F. Hadden

Ethel P. Hadden

MISSOURI ACKNOWLEDGMENT — UNMARRIED PERSON

STATE OF _____ }
} ss.
County of _____ } On this _____ day of _____,

19____, before me _____, a Notary Public, personally

appeared _____
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
And the said _____ further declare _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

_____
Notary Public in and for said county & state.

My term expires _____

2 cc Pd Bryan Abstract Co City & Joplin

907
599-600

MISSOURI ACKNOWLEDGMENT — MAN AND WIFE

STATE OF Missouri }
} ss.
County of Jasper } On this 25th day of May

19 59, before me, E O Hunt, a Notary Public, personally

appeared A P Hudson and Ethel P Hudson
his wife, to me known to be the persons described in and 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 official seal at my office in Joplin Mo the day and year last above written.

E O Hunt
Notary Public in and for said county and state.

My term expires March 11 1960

FILED FOR RECORD
11 o'clock MAY 25 1959 37 minutes
Virginia D. Andrews RECORDER
State of Missouri } ss.
County of Jasper }

9.7 by 6 Thd O. Hudson
Sauer Examining Corp

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 25th day of May A.D. 1959 at 11 o'clock and 37 minutes A. M., duly filed for record in this office, and is recorded in the records of this office in Miscellaneous book 907 at page s 599-600

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 27th day of May A. D. 1959

Virginia D. Andrews Recorder

By _____ Deputy

Exhibit B.2

## SEWER EASEMENT

THIS INDENTURE, made the fifth day of October, 1959, between ABE LONG and SARAH ALICE LONG, husband and wife, of the City of Joplin, State of Missouri, parties of the First Part, and the CITY OF JOPLIN, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of FOUR HUNDRED AND NO/100 DOLLARS ($400.00) now paid to the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part hereby grant and convey unto the said party of the second part, and to its assigns and legal representatives, and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

> Description for 20 foot wide sewer easement, 10 feet on either side of the following described center line across Miscellaneous Tracts No. 43, except the North 208.7 feet, and Miscellaneous Tract No. 44, both in the SE 1/4 of NE 1/4 of Section 36, Township 28 North, Range 33 West, Jasper County, Missouri:
>
> Beginning at a point in the West line of Miscellaneous Tract No. 44 a distance of 30 feet North of Southwest corner of said Miscellaneous Tract No. 44, thence with an angle 42 degrees 30 feet to the right from the West line a distance of 400 feet to M.H. #7, thence with an angle to the left of 9 degrees 57 minutes a distance of 374 feet to M. H. #8, thence with an angle to the right of 18 degrees 30 minutes a distance of 400 feet to point in the North line of Miscellaneous Tract No. 43 (except the North 208.7 feet) a distance of 208.7 feet South and 120 feet East of the Northwest corner of said tract, containing 0.54 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

The grantors shall remain liable for any tax assessment benefits which may be assessed against their property for and on account of the establishment of any sewer district covering the property hereinabove described.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Abe Long

Sarah Alice Long

MISSOURI ACKNOWLEDGMENT - MAN AND WIFE

STATE OF MISSOURI )
) ss.
COUNTY OF JASPER )

On this fifth day of October, 1959, before me, a Notary Public, personally appeared Abe Long and Sarah Alice Long, his wife, to me known to be the persons described in and 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 official seal at my office in Joplin the day and year last above written.

Earl W. Long
Notary Public in and for said County and State

My term expires: September 13, 1963

State of Missouri } ss.
County of Jasper }
FILED FOR RECORD
AT 10 O'CLOCK OCT 13 1959 13 MINUTES A M
Virginia D. Andrews
RECORDER

Deed Records
Abe Long & Wife to
Sarah Alice Long
920
172-173

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 13th day of October A.D. 1959 at 10 o'clock and 13 minutes A M., duly filed for record in this office, and is recorded in the records of this office in Miscellaneous book 920 at page 172-173

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo. this 15th day of October A. D. 1959.

Virginia D. Andrews Recorder

By Deputy

Exhibit B3

## SEWER EASEMENT

BOOK 1194 PAGE 2525

THIS INDENTURE, made the 10th day of November, 1976, between Joplin Stockyards

of the City of Joplin, State of Missouri, Parties of the First Part, and the City of Joplin, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of One Dollar ($1.00) _____ Dollars and other valuable considerations now paid to the said Party of the First Part by the Party of the Second Part, the receipt and sufficiency of which is hereby confessed and acknowledged, the Party of the First Part hereby grants and conveys unto the said Party of the Second Part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

See attached sheet which becomes part and parcel of this agreement.

A thirty feet wide sewer easement in Miscellaneous Tracts M-28 and M-29 in the SE¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri, being ten feet left and 20 feet right of a line described as follows:

Beginning at an existing manhole, said manhole being 7.48 feet South of the center line of Jaccard Street and 17.0 feet East of the East line of Castle Rock Subdivision, or 165.90 feet East of the center line of Florida Avenue; thence North 0 degrees, 33 minutes, 41 seconds East a distance of 289.85 feet to existing manhole #1, said manhole being 20 feet East of the East line of Castle Rock Subdivision or 168.90 feet East of the center line of Florida Avenue; thence at an angle right of 30 degrees, 30 minutes, 40 seconds (bearing North 31 degrees, 04 minutes, 21 seconds East) a distance of 403.36 feet to existing manhole #2, thence at an angle left of 9 degrees, 59 minutes, 30 seconds (bearing North 21 degrees, 04 minutes, 51 seconds East) a distance of 397.41 feet to existing Manhole #3, thence at an angle right of 0 degrees 6 minutes (bearing North 21 degrees, 10 minutes, 51 seconds East) a distance of 405.24 feet to existing manhole #4; thence at an angle right of 22 degrees, 26 minutes (bearing North 43 degrees, 36 minutes, 51 seconds East) a distance of 396.99 to existing manhole #5; thence at an angle right of 0 degrees, 8 minutes (bearing North 43 degrees, 44 minutes, 51 seconds East) a distance of 300.44 feet, more or less, to the North property line of Miscellaneous Tract M-29; said point being 15.57 feet South 89 degrees, 51 minutes, 04 seconds East from the Northeast corner of the Northwest ¼, Southeast ¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri. Containing 1.51 acres, more or less.

Bearings are in reference to the center line of Florida Avenue.

Also a temporary construction easement 10 feet wide and adjacent to the above easement on the right side thereof, to be in effect until No. 2 relief sewer is constructed and cleanup made. This easement is to cover the existing Baker's Branch Public Relief Sewer and a No. 2 Baker's Branch Public Relief Sewer to parallel the existing sewer on the right side of said existing sewer.

The original easement granted to the City of Joplin, May the 14th, 1959, and filed May 25, 1959, and recorded in Book 907, pages 607 and 608, will be vacated upon execution of this easement.

STATE OF _____
County of _____ } ss. ACKNOWLEDGMENT BY INDIVIDUALS.

On this _____ day of _____, 19____, before me personally appeared _____

_____

to me known to be the person _____ described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that _____ executed the same as _____ free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires _____, 19____.

_____
Notary Public

STATE OF Missouri
County of Jasper } ss. ACKNOWLEDGMENT BY CORPORATION.

On this 16 day of November, 19 76, before me appeared Val R Patterson and Allen D C Reynolds, to me personally known, who being by me duly sworn, did say that he is the Vice President and Secretary of Joplin Stockyards, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors for the consideration stated therein and no other, and said Joplin Stockyards, Inc. acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, the day and year first above written.

My term expires Jan 23, 19 79

Linda Cross
Notary Public

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD

AT 8 O'CLOCK NOV 16 1976 MINUTES 09 A M

Vesta Braham
RECORDER

11744

SEWER EASEMENT

Sewer

FROM

Joplin Stockyards

TO

THE CITY OF JOPLIN
STATE OF MISSOURI

CERTIFICATE OF RECORD

STATE OF MISSOURI, } ss
County of Jasper }

I, Vesta Braham, Recorder of Deeds within and for the County aforesaid, do hereby certify that the above and foregoing instrument of writing was filed for record in my office on 16th November, 19 76, at 8 o'clock and 09 minutes A. M., and has been duly recorded in Book 1194, Page # 2525-2527

WITNESS my hand an official Seal.
Done at office this 18th day of November
19 76.

Vesta Braham
Recorder

By _____ Deputy

Exhibit C

# SEWER EASEMENT

THIS INDENTURE, made the _____day of_____, 2020, by and between, **Molandco, Inc.**, a **Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, a Municipal Corporation*, of the County of Jasper in the State of Missouri, party of the second part (GRANTEE)

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part does hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

## Permanent Sanitary Sewer Easement Description:

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 109.23 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.54 feet;
Thence N45°45'27"E a distance of 393.36 feet;

Thence N46°18'07"E a distance of 301.16 feet;
Thence N36°11'29"E a distance of 383.41 feet;
Thence N48°26'05"E a distance of 263.77 feet;
Thence N49°20'41"E a distance of 436.69 feet;
Thence N54°22'56"E a distance of 23.08 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 46.16 feet along said Line;
Thence S53°19'07"W a distance of 52.88 feet;
Thence S49°20'41"W a distance of 358.45 feet;
Thence S48°38'45"W a distance of 342.34 feet;
Thence S36°11'29"W a distance of 382.52 feet;
Thence S46°17'51"W a distance of 303.73 feet;
Thence S45°45'24"W a distance of 392.65 feet;
Thence S42°54'46"W a distance of 389.18 feet;
Thence S11°29'45"W a distance of 350.00 feet;
Thence S20°11'51"W a distance of 400.76 feet;
Thence S26°30'52"W a distance of 241.62 feet;
Thence S71°05'29"W a distance of 214.59 feet;
Thence S33°10'51"W a distance of 7.68 feet;
Thence S23°17'18"W a distance of 67.54 feet;
Thence S02°21'04"W a distance of 286.16 feet;
Thence N87°38'56"W a distance of 30.00 feet;
Thence N02°21'04"E a distance of 291.70 feet;
Thence N23°17'18"E a distance of 60.33 feet;
Thence N87°26'58"W a distance of 36.91 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 20.00 feet along said Line;
Thence S87°25'03"E a distance of 22.27 feet;
Thence N71°05'29"E a distance of 245.59 feet;
Thence N26°30'52"E a distance of 209.46 feet;
Thence N86°24'45"W a distance of 131.38 feet;
Thence N03°35'15"E a distance of 20.00 feet;
Thence S86°24'45"E a distance of 139.44 feet;
Thence N20°11'51"E a distance of 377.88 feet;
Thence N88°00'31"W a distance of 132.73 feet;
Thence N01°59'29"E a distance of 20.00 feet;
Thence S88°00'31"E a distance of 138.47 feet;
Thence N11°29'45"E a distance of 350.89 feet;
Thence N42°54'46"E a distance of 24.93 feet to the Point of Beginning.

Containing 2.74 Acres (119,508.2 Square Feet) more or less.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

_____ _____

**C. Allyn Burt** **Date**
**Molandco, Inc.**

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

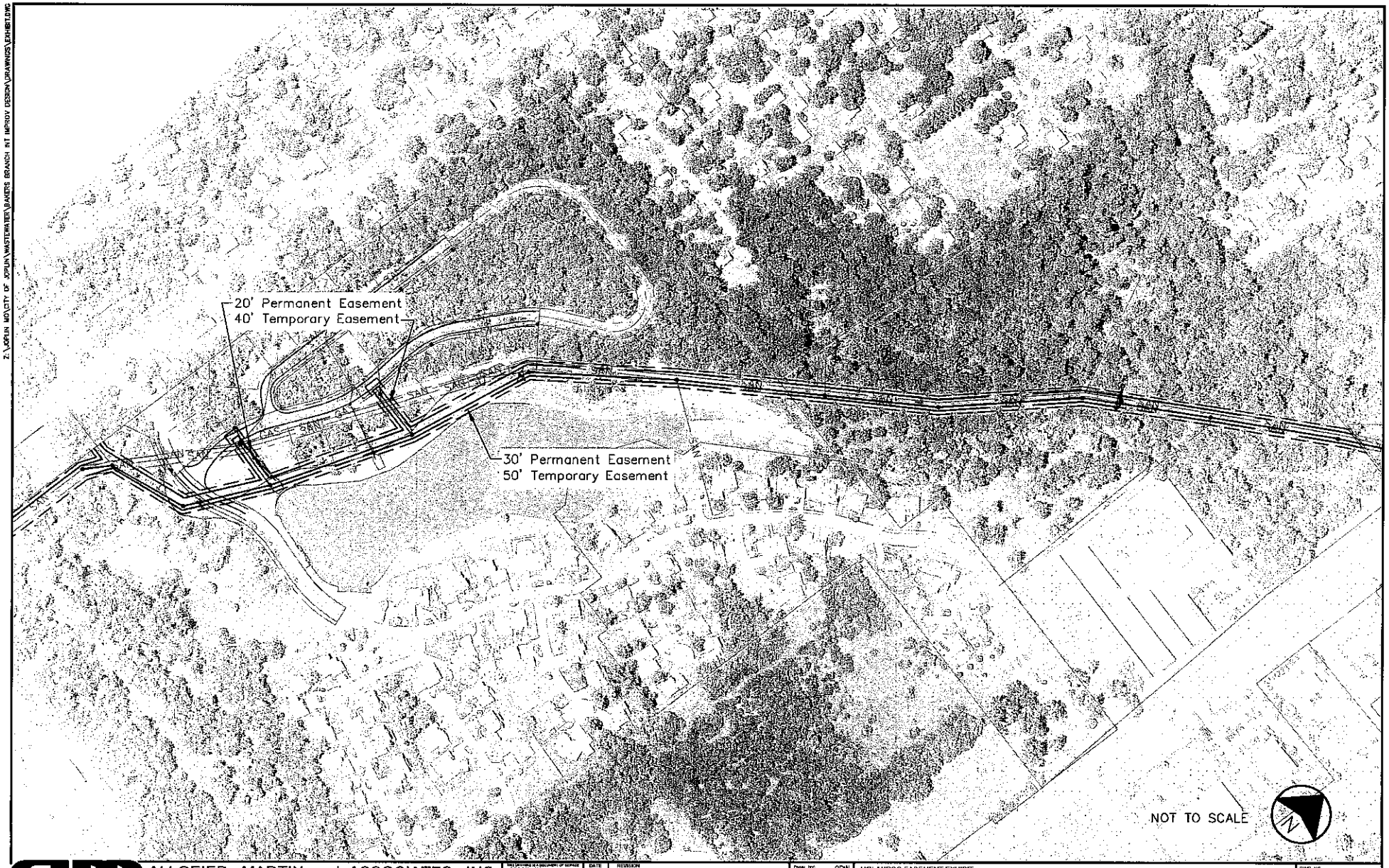
**ACKNOWLEDGEMENT BY CORPORATION**

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt**, of **Molandco, Inc.** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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




Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\BAKERS BRANCH INT IMPROV DESIGN\DRAWINGS\EXHIBIT.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY MISSOURI NO. 000417

| DATE | REVISION |
|---|---|
| | |
| | |
| | |
| | |

Dwn. BY: GDW
Ckd. BY: GDW
Appd. BY: GDW
DATE: 10/09/2020

MOLANDCO EASEMENT EXHIBIT
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS
JOPLIN, MISSOURI

DWG. NO.
EX1

Exhibit D

# TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____,2020, by and between **Molandco, Inc. a Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, Missouri, a Municipal Corporation*, party of the second part (GRANTEE),

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH, that the said party of the first part, in consideration of the sum of Ten Dollars ($10.00), to them paid by the said second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the City of Joplin, County of Jasper, State of Missouri, to wit:

TEMPORARY CONSTRUCTION EASEMENT

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 99.22 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.87 feet;
Thence N45°45'28"E a distance of 393.59 feet;
Thence N46°18'12"E a distance of 300.30 feet;
Thence N36°11'29"E a distance of 383.53 feet;
Thence N48°38'46"E a distance of 347.01 feet;
Thence N49°22'44"E a distance of 354.58 feet;
Thence N55°23'01"E a distance of 12.05 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 76.94 feet along said Line;

Thence S53°09'41"W a distance of 63.26 feet;
Thence S49°20'41"W a distance of 358.82 feet;
Thence S48°38'48"W a distance of 341.60 feet;
Thence S36°11'29"W a distance of 382.27 feet;
Thence S46°17'46"W a distance of 304.59 feet;
Thence S45°45'23"W a distance of 392.41 feet;
Thence S42°54'46"W a distance of 386.09 feet;
Thence S11°29'45"W a distance of 347.95 feet;
Thence S20°11'51"W a distance of 402.08 feet;
Thence S26°30'52"W a distance of 246.27 feet;
Thence S71°05'29"W a distance of 217.57 feet;
Thence S22°18'47"W a distance of 66.61 feet;
Thence S02°21'04"W a distance of 284.31 feet;
Thence N87°38'56"W a distance of 50.00 feet;
Thence N02°21'04"E a distance of 293.55 feet;
Thence N23°17'18"E a distance of 47.70 feet;
Thence N87°26'58"W a distance of 22.36 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 40.00 feet along said Line;
Thence S87°26'58"E a distance of 20.47 feet;
Thence N71°05'29"E a distance of 239.56 feet;
Thence N26°30'52"E a distance of 190.27 feet;
Thence N86°24'45"W a distance of 136.30 feet;
Thence N03°35'15"E a distance of 40.00 feet;
Thence S86°24'45"E a distance of 151.99 feet;
Thence N20°11'51"E a distance of 356.61 feet;
Thence N88°00'31"W a distance of 138.91 feet;
Thence N01°59'29"E a distance of 40.00 feet;
Thence S88°00'31"E a distance of 150.00 feet;
Thence N11°29'45"E a distance of 345.24 feet;
Thence N42°54'26"E a distance of 27.69 feet to the Point of Beginning.

Containing 4.56 Acres (202,065.1 Square Feet) more or less.

TO HAVE AND TO HOLD the same for the purpose of constructing a sanitary sewer according to the plans of the CITY OF JOPLIN or for the purposes above set out, together with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have executed the above day and year first above written.

_____ _____

C. Allyn Burt
Molandco, Inc.

Date

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

**ACKNOWLEDGEMENT BY CORPORATION**

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt, of Molandco, Inc.,** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as his free act and deed and for the consideration stated therein and no other.

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

COUNCIL BILL NO. 2020-170 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Molandco, Inc. owns certain real property located in Joplin, Missouri ("the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property; and,

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, Molandco, Inc. desires to relocate said sanitary sewer easement in order to develop the Property; and

WHEREAS, City and Molandco, Inc. agree to a 40/60 cost share for relocation of said sanitary sewer easement, with City's obligation estimated at $38,303.20 and Molandco, Inc.'s obligation estimated at $57,454.80.

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

Section 1. That the Agreement with Molandco, Inc. for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

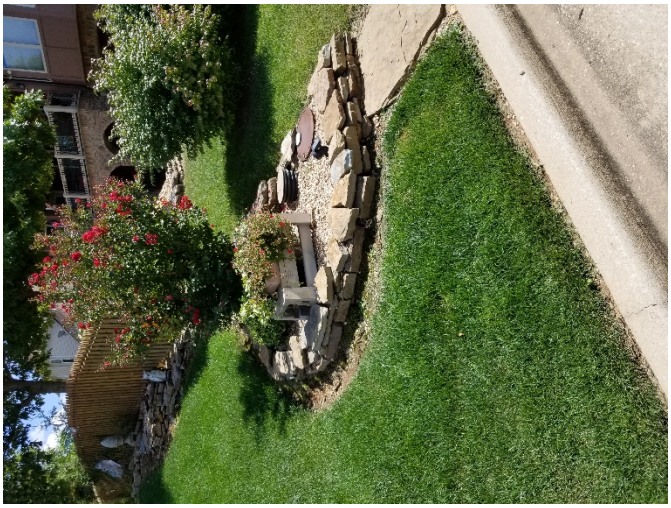
_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**Council Bill - Agreement for Sewer Relocation (Molandco, Inc.)**
**Exhibit Photos**



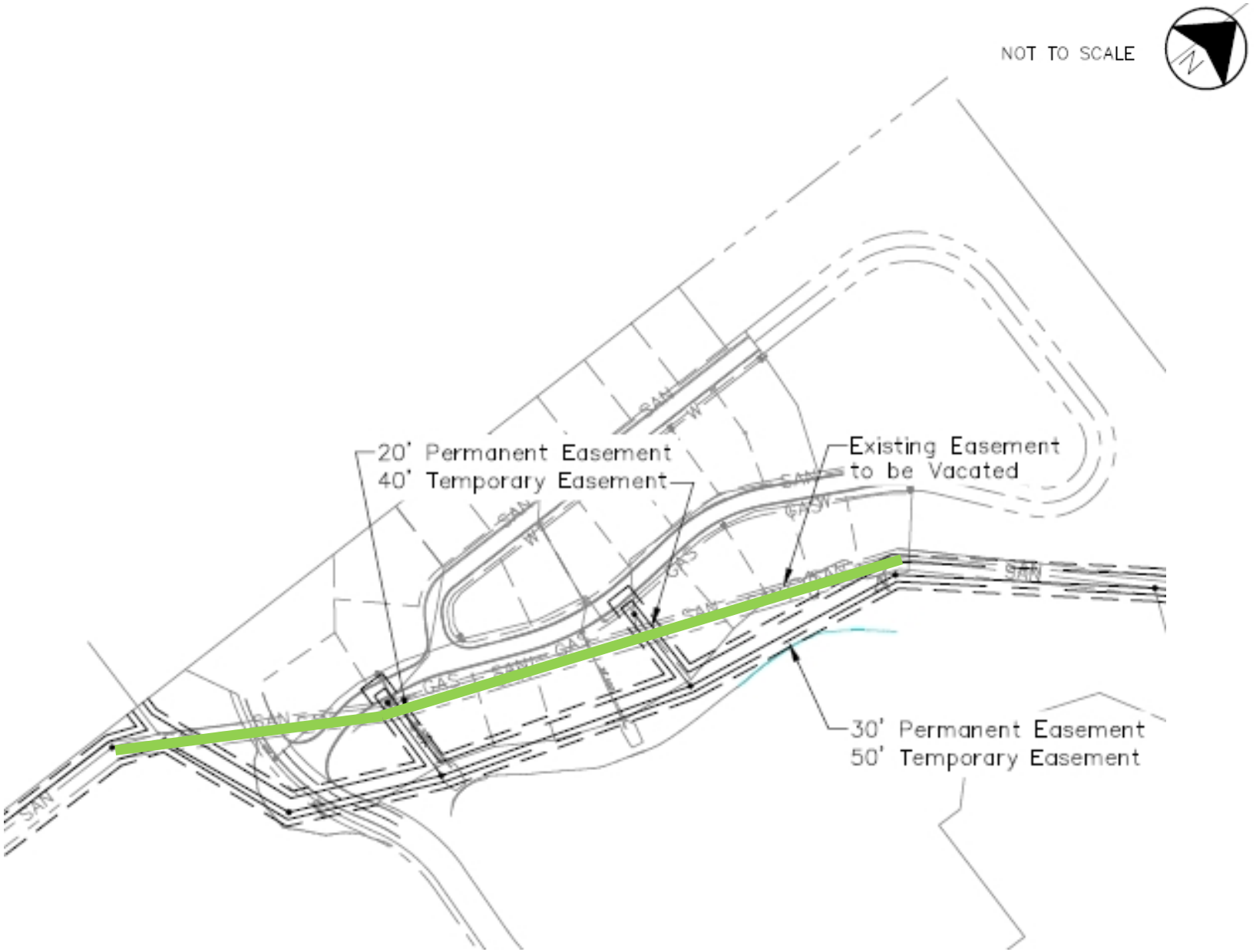







**COUNCIL BILL – MOLANDCO AGREEMENT**

**LOCATION MAP SHOWING EXISTING VS. NEW EASEMENTS**



# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-170 - Agreement for Sewer Relocation (Molandco, Inc.)

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Public Works - Engineering

**ATTACHMENTS**
CB 2020-170 Ordinance; Location Map; Exhibit Photos; Agreement with Molandco, Inc.

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

**SUMMARY**
This Council Bill approves an Agreement with Molandco, Inc. for Sewer Relocation.

**BACKGROUND**
When the Baker's Branch parallel sewer mains were originally constructed between the 1920s and 1970s, they were placed on the west side of a low-flow creek in undeveloped land. Then, in the mid-1990s, a residential subdivision was built on the east side of the creek, along with the Water's Edge lake. Access for maintenance and expansion of the parallel system were easily accomplished. Now however, with a subdivision being constructed on the west side of the lake, that access is being restricted. If the sewer easement remains in its current location, it is likely that routine and emergency maintenance activities will be hampered by the close proximity to the houses and anticipated landscaping, as corroborated in the attached exhibit photos. Additionally, the current easement location does not lend itself well to a future parallel line, which staff anticipate will eventually be needed as development occurs northwards and eastwards within the basin. The exhibit photos show the likely hindrances to construction of a future parallel line across residential properties in this neighborhood. City staff analyzed the likely costs and benefits of re-routing the sewer easement between the new lots and the lake, accounting for the typical landscaping and concrete u-shaped driveways found within this same neighborhood. Staff evaluated the likely benefits to taxpayers if the easement were re-routed now, versus leaving it to cross residential lots diagonally. During construction of a future parallel line within the existing easement, replacement of the anticipated driveways and landscaping improvements would likely increase the cost for that work to such an extent that staff see a positive benefit for every dollar spent now to re-route the sewer easement. Also, during certain types of maintenance work involving vehicular traffic, the City would likely incur similar types of costs. After receiving input from City operations, staff recommends that the sewer easement be relocated now between the lake and the new lots, rather than cutting diagonally across them. By doing so at this time, benefits should be experienced by local residents in the near future, and to the taxpayers over the coming decades. The City's access needs for maintenance and future expansion will be preserved, and certain costs and challenges can be avoided in the current easement, including a reduction in nuisance to the future homeowners along the west side of the lake. When staff

presented a 40/60 cost-sharing agreement to Molandco, the developer was willing to pay its 60% share ($57,454.80) in cash. The City's 40% share ($38,303.20) is encompassed within the construction agreement along this rerouted alignment. The new permanent easement will match the 30-foot width of the existing easement, to allow for a future parallel gravity pipeline.

**FUNDING SOURCE**

The sanitary sewer fund, and payment in cash from MOLANDCO.

**RECOMMENDATION**

Staff recommends adoption of this Council Bill as a non-emergency ordinance.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-171 – approving a construction agreement with D&E Plumbing and Heating Inc. for the Baker's Branch Interceptor Improvements Project.

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Public Works - Engineering

**ATTACHMENTS**
Exhibit Map; Bid Summary; Agreement; Council Bill

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

**SUMMARY**
This Council Bill approves a Construction Agreement with D&E Plumbing and Heating Inc., for the Baker's Branch Interceptor Improvements Project in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00)

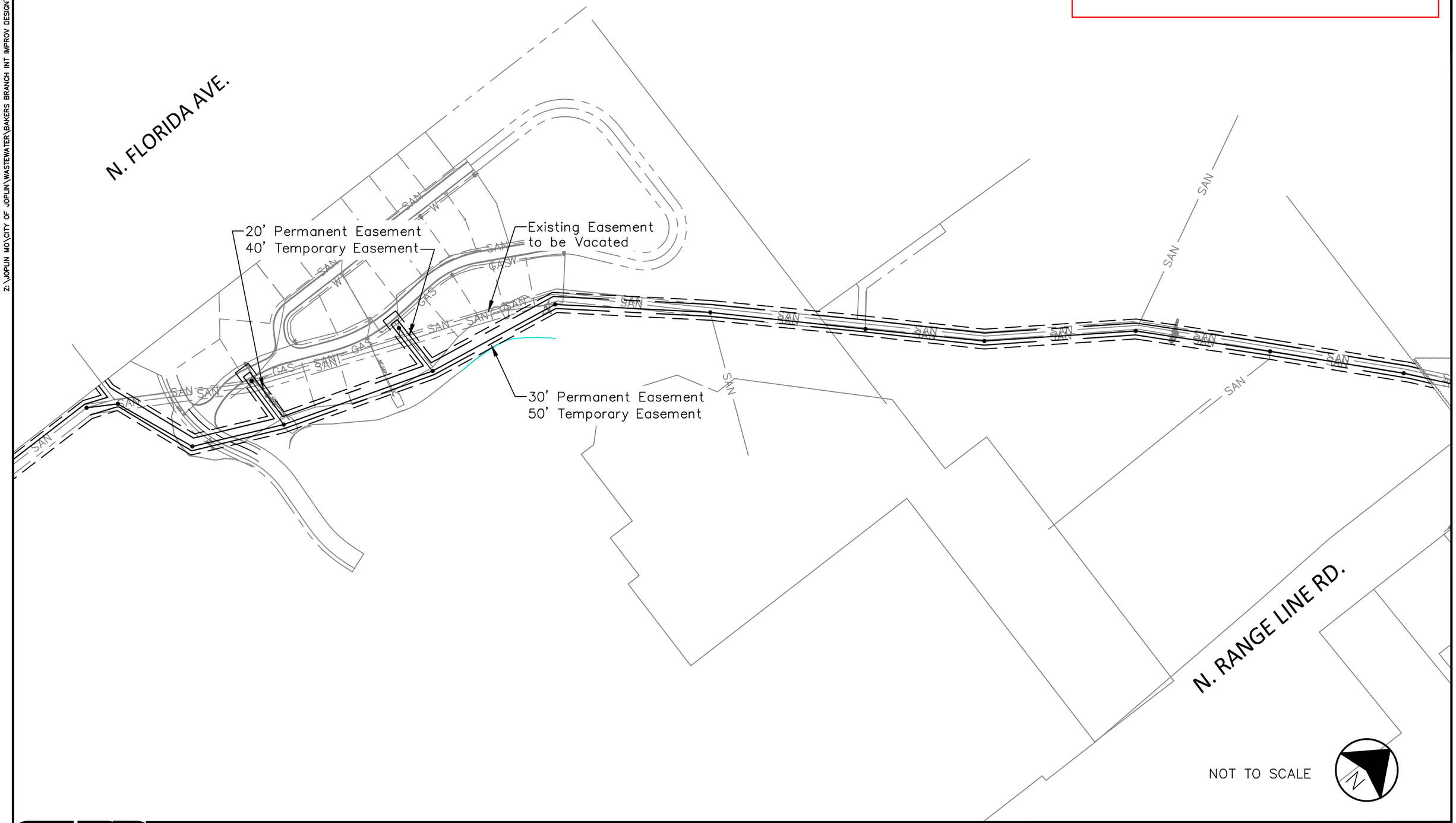
**BACKGROUND**
The parallel sewer lines, built more than 50 years ago, serve the sanitary sewer needs for residents and businesses located generally between Florida Ave. & Newman Rd. and the Joplin-Webb City Industrial Park. The poor condition of the existing clay and concrete pipes allow inflow and infiltration to limit the level of service provided by the pipes. For these reasons, the 2019 Facilities Plan done by AMA, identified this project as a critical need, financed by the 2020-2024 rate study. City staff prioritized this project above others due to the residential construction taking place within the southern portion of the project area. CB 2020-105 directed AMA to design the improvements to replace the parallel sewer lines with about 3,700 feet of 27-inch pipe between Water's Edge Blvd. and Rangeline Rd. (see the Exhibit map). Discussions with the developer of the residential neighborhood through which the sewer easement crosses, resulted in a cost-sharing agreement for relocating the sewer easement. The project was advertised on August 16, 2020, and bids were opened on September 10, 2020, in accordance with the City of Joplin's procurement policies. Bids were received from 4 contractors; D&E Plumbing and Heating Inc. was confirmed to be the lowest bidder for the rerouted alignment. The low bid was below the Engineer's estimate. Public Works intends to provide construction inspection and administration.

**FUNDING SOURCE**
These payments are included in the FY 2020-21 budget of the Wastewater fund.

**RECOMMENDATION**
Staff recommends approval of this Council Bill as a non-emergency ordinance.

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\BAKERS BRANCH INT IMPROV DESIGN\DRAWINGS\EXHIBIT.DWG

# EXHIBIT MAP
## BAKERS BRANCH INTERCEPTOR IMPROVEMENTS PROJECT




ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

| DATE | REVISION |
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| DWN. BY: | GDW |
| CKD. BY: | GDW |
| APPD. BY: | GDW |
| DATE : | 10/09/2020 |

MOLANDCO EASEMENT EXHIBIT
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS
JOPLIN, MISSOURI

DWG. NO. EX1

# BID SUMMARY

**PROJECT: Bakers Branch Interceptor Improvements**

**DATE OF BID OPENING: September 10 , 2020 @ 10:00 am**

| CONTRACTOR | ALTERNATE BID |
|---|---|
| Bennett Inc. | $1,530,468.00 |
| D&E Plumbing and Heating Inc. | $853,645.00 |
| Jeff Asbell Excavating and Trucking | $1,384,892.72 |
| Rosetta Construction Inc. | $858,765.00 |
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| Engineer's Estimate | $896,000.00 |
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**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: D & E Plumbing and Heating, Inc.<br>Address: 1112 N. Falcon Crest Court<br>Nixa, MO 65714 | |
| Attention: | | Attention: Steve Eoff, President | |
| Department: | | Phone: 417-725-5300 | Fax: 417-725-5610 |
| Phone: | Fax: | | |

**THIS AGREEMENT**, made and entered into this ____ day of _____, 2020, by the parties identified above.

**WITNESSETH**: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

BAKERS BRANCH INTERCEPTOR IMPROVEMENTS

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

**2. Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

**3. Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

**a. Workers' Compensation….**Statutory coverage per RSMo 287.010 et seq

**Employer's Liability…….** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor 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 Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

**(1)** Be a separate policy with the named insured being: The City of Joplin, and

**(2)** Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

**e. Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

**f. Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

**g. Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

**h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 DOLLARS ($853,645.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

**5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:**
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**5.1** If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**5.2** By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

**6. Contractor's responsibility for subcontractors**. The Contractor 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. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

**7. 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 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 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 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 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.

**8. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**9. Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

**10. City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

**11. Termination for Convenience of City**. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

**12. Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

**13. 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 thereunder (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, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**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 required of the Contractor under this agreement.

**g**. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

**14. Payment for Labor and Materials**. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

**15. Payment**. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

**16. Contract Documents**. The contract documents shall consist of the following:

**a.** This Contract
**b.** All Change Orders
**c.** Bid Plans and Specifications
**d.** City of Joplin Standard Specifications (Latest Revised Edition)
**e.** Invitation to Bid
**f.** Instructions to Bidders
**g.** Bid
**h.** Contractor Statement of Qualifications
**i.** Bid Bond
**j.** Anti-Collusion Affidavit
**k.** Notice of Award
**l.** Notice to Proceed

**m.** Performance Bond
**n.** Payment Bond
**o.** General Conditions of Contract
**p.** Supplemental General Conditions
**q.** Statement of Bidder's Qualifications
**r.** All Addenda

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 DOLLARS ($853,645.00), said amount being subject to any approved addenda or change order.

**17. Subsurface Conditions**. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

**18. Conflict of Interest**. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

**19. 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 and the bond surety. 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.

**20. 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.

**21. Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor 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 351.570 R.S.Mo.

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.

**22. 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 Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full 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.

**23. Records and Audits.** The Contractor 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.

**24. Authorized Employees**. Contractor 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. Contractor 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.

**25. Interest of Contractor and Employees**. The Contractor covenants that he/she 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 Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**26. 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 Contractor shall take appropriate steps to assure compliance.

**27. 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 Contractor shall take appropriate steps to assure compliance.

**28. 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 Contractor is associated with a business entity, Contractor 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**29. City Benefits**. The Contractor 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.

**30. Occupational License**: The Contractor 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 Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

**31. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

**32. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**33. 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.

**34. Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

**35. 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.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**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 therefor.

_____

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

**CONTRACTOR**:

By: _____

Printed Name: _____

Title: _____

**CITY OF JOPLIN, MISSOURI**

By: _____

David Hertzberg, Public Works Director

**COUNCIL BILL NO. 2020-171** **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00) for construction of the Baker's Branch Interceptor Improvement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and D&E Plumbing and Heating Inc., in the amount of Eight Hundred Fifty-Three Thousand, Six Hundred Forty-Five and 00/100 Dollars ($853,645.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL 2020-171**

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

**COUNCIL BILL NO. 2020-172** **ORDINANCE NO**

AN ORDINANCE approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said amendment to work authorization by and between the City of Joplin and Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00), a true and accurate copy of said amendment to work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization amendment, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Maintenance Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

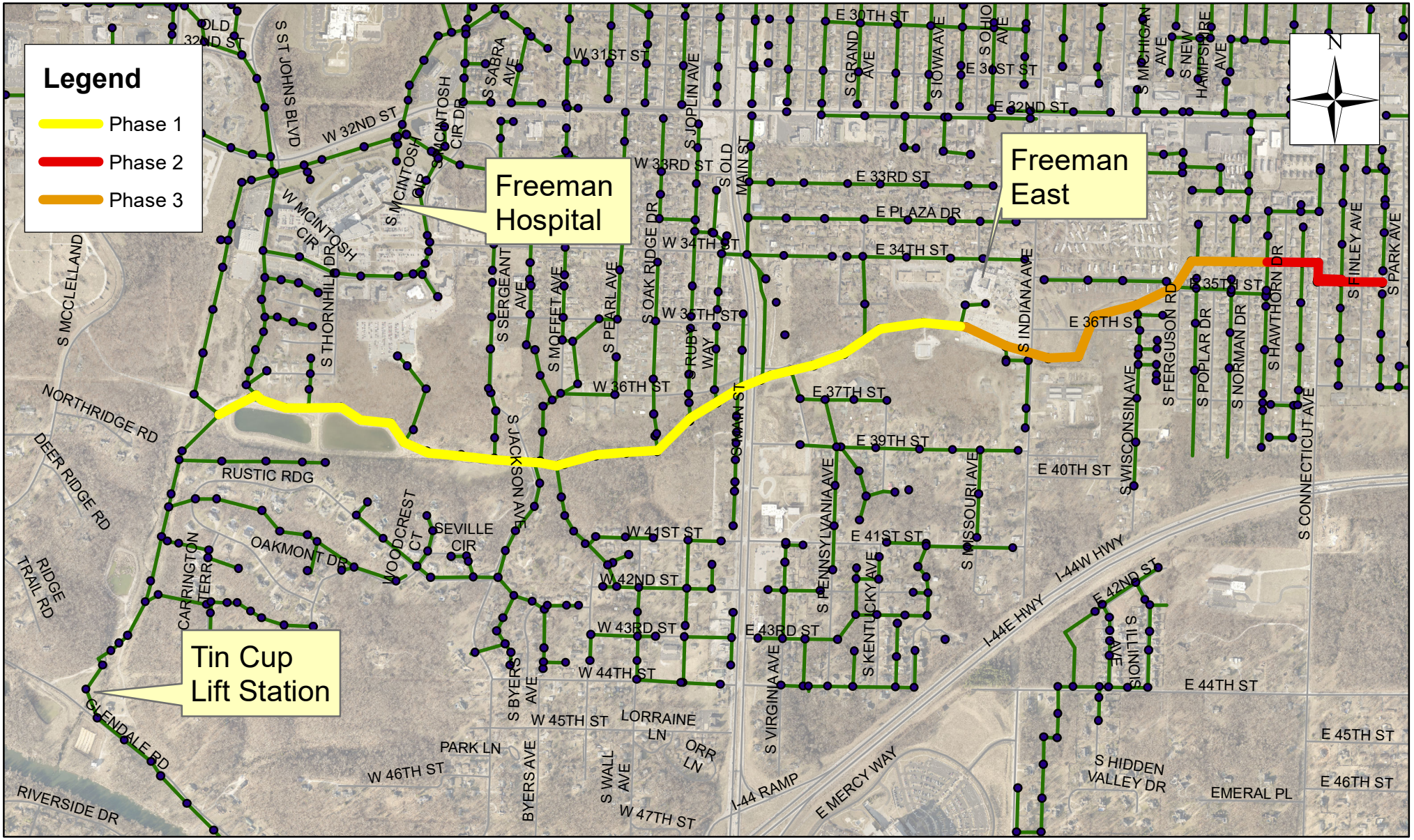
**COUNCIL BILL 2020-172**

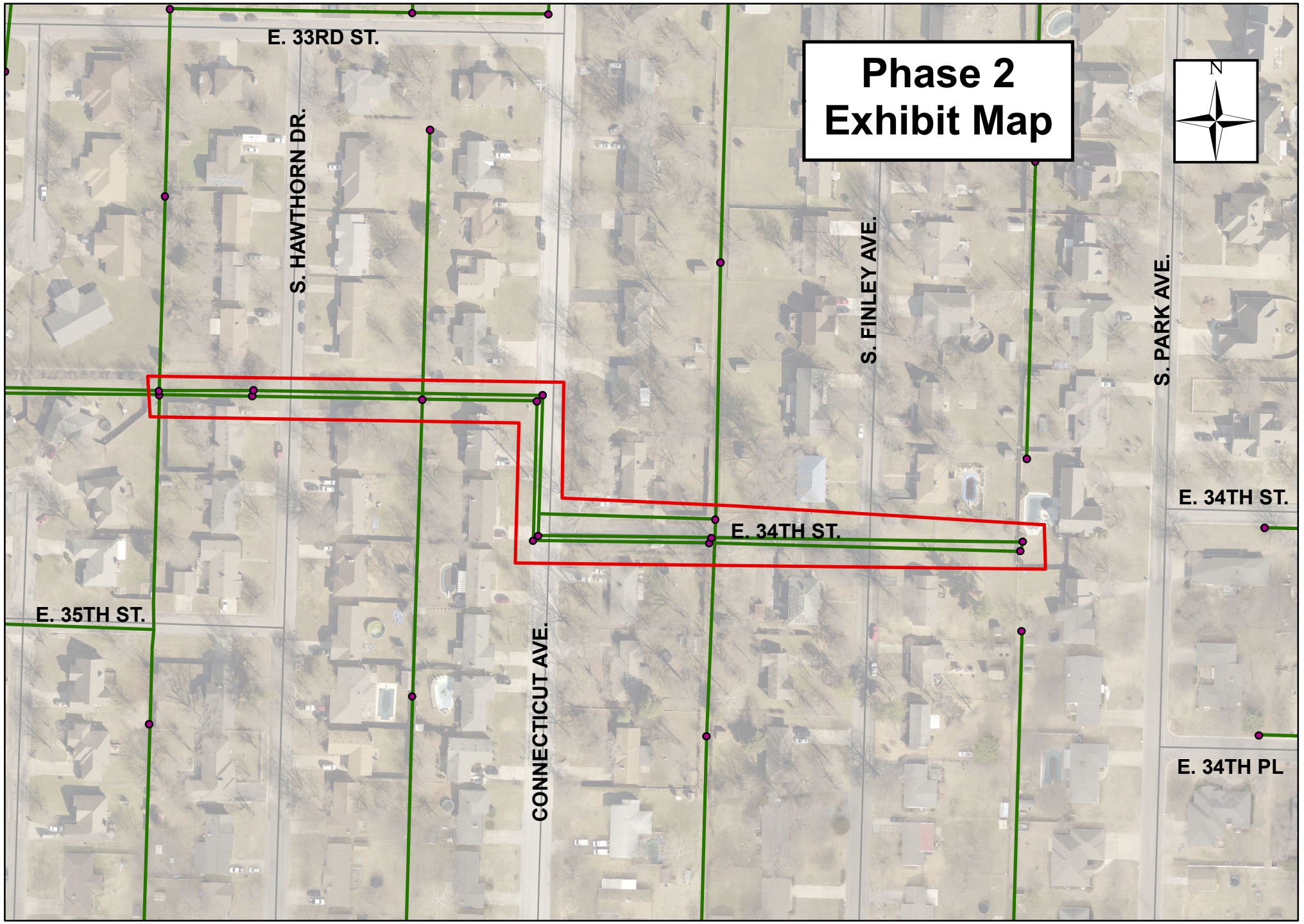
I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for in the referenced Work Authorization amendment.

_____

Leslie Haase, Director of Finance

# Glendale Parallel Interceptor Replacement (All Phases)




Phase 2
Exhibit Map
N
E. 33RD ST.
S. HAWTHORN DR.
S. FINLEY AVE.
S. PARK AVE.
E. 34TH ST.
E. 34TH ST.
E. 35TH ST.
CONNECTICUT AVE.
E. 34TH PL

| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Olsson, Inc.<br>Address: 702 S. Main Street<br>Joplin, MO 64801 | |
| Attention: Chris Parker | | Attention: Clayton Cristy, PE | |
| Department: Public Works | | Phone: 417.781.0643 | Fax: |
| Phone: 417.624.0280 | Fax: | | |

**AMENDMENT _1_ TO WORK AUTHORIZATION NUMBER** OLS-OC20-04-P1

**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC20-04-P1 exceed the sum of Fifty Six Thousand Dollars ($ 56,000.00 ).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php ).

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**CITY OF JOPLIN, MISSOURI**

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

**Engineer:** Olsson, Inc.

By: _____

Printed Name: Clayton Cristy, PE

Title: Team Leader

Date: 11/4/2020

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Project Engineer

Date: 11/4/2020

# SCOPE AND FEE
# FOR PROFESSIONAL SERVICES

November 4, 2020

Chris Parker, P.E.
City of Joplin - Public Works
602 S. Main Street
Joplin, MO 64801

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Glendale Interceptor Improvements Phase 2; Joplin, Missouri

Dear Mr. Parker:

It is our understanding that City of Joplin ("Client") requests Olsson to perform the services described herein pursuant to the terms of a formal Agreement to be developed based on this Scope and Fee for Professional Services.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Approximately 2.3 miles of the Glendale Interceptor located between the Twin Equalization Basins and extending near the intersection of 34th St. and Finley Ave, will be replaced according to data from a recent Facility Plan completed by Allgeier, Martin and Associates. The improvements will be divided into two phases roughly splitting the project in half near the Freeman East Campus and Indiana. This scope of services only covers added Phase 2 from the midblock between Hawthorn and Norman Dr. to the upstream end of the interceptor east of the intersection of E34th St. and S. Finley Ave.

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

**PHASE 100 - PROJECT MANAGEMENT AND COORDINATION**

- Overall project management and meetings with internal team.
- Design coordination with Connecticut Widening Project.
- Attendance at 2 meetings with the client throughout the project.

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$3,700.00**.

**PHASE 200 - SURVEY**

TASK 201: TOPOGRAPHIC SURVEY DATA - $6,100

- Olsson will collect Topographic Survey data for the Glendale Interceptor Sewer Route, Phase 2. The Topographic Survey data will be the width of the existing easement. The Topographic Survey data shall depict all physical improvements

including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

TASK 202: RIGHT OF WAY SURVEY DATA - $4,500

- Olsson will collect right of way/ location data for Phase 2 of the Glendale Interceptor route, as well as determine enough boundary for each parcel along the route, to prepare descriptions. The Owner shall provide to Olsson any easement data available for Phase 2. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

For Phase 200, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,600.00**.

**PHASE 210 – EASEMENT DESCRIPTION AND NEGOTIATIONS**

TASK 211: EASEMENT DESCRIPTION AND NEGOTIATIONS - $10,000

- As necessary, Olsson will prepare easement exhibits and descriptions for temporary construction easements. Olsson shall provide a suitable staff to prepare and acquire easements. Work shall include coordination with appraisal firm(s), drafting and sending letters, and an initial and follow-up meeting with property owners. Olsson anticipates no more than 5 easements for the entire length of the project.

- Olsson cannot guarantee an agreement and/or easement signature acquired from every property owner along the selected route. If additional correspondence/meetings with property owners is necessary beyond what is detailed above, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services. Olsson shall contact the Client and acquire approval prior to performing any additional work.

For Phase 210, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,000.00**.

**PHASE 300 - GRAVITY SANITARY SEWER CONSTRUCTION PLANS**

- Develop sanitary sewer construction plans to replace portions of the Glendale Interceptor as described in the Facility Plan for Phase 2 only. Plans will assume branch line connections can connect at the same elevation as the existing system.

- Utilize the City's Standard Construction Agreement and Standard Construction Specifications developed for Phase 1.

- Submit 60% plans to the Owner for review. Any revisions after each milestone, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services.

For Phase 300, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$26,700.00**.

**PHASE 400 – BIDDING PHASE SERVICES**

Olsson shall assist the Owner during bidding by providing the following services.

- Attend Pre-Bid Meeting for Phase 2 of work.

- Answer any Bidder questions and provide addenda as required during advertisement period.

- Attend Bid Opening and provide the Owner with a Bid Tabulation of received bids.

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$5,000**.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

| PHASE | NAME | FEE |
|---|---|---|
| 100 | PROJECT MANAGEMENT | $ 3,700 |
| 200 | SURVEY | $ 10,600 |
| 210 | ESMT. DESCRIPTION & NEGOTIATION | $ 10,000 |
| 300 | GRAVITY SEWER CONSTRUCTION PLANS | $ 26,700 |
| 400 | BIDDING PHASE SERVICES | $ 5,000 |
| | **TOTAL** | **$ 56,000** |

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

| | |
|---|---|
| Anticipated Phase 2 Start Date: | Within 60 Days of NTP |
| Anticipated Phase 2 Plans Completion Date: | Within 120 Day of Start Date |

Olsson will endeavor to start its services on the Anticipated Start Date and to complete shovel ready plans on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## ASSUMPTIONS

- Budgeted fees can be moved between tasks if funds are available after the completion of certain tasks.
- The following are not included in the above-mentioned Fees:
    - Fees for Title Search, Appraisals and Permitting.
    - Utility relocation plans (if necessary).
    - Preparation of SWPPP document.
    - Services not specifically listed are assumed to be excluded.




Date: 10/5/2020

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

DUQ_Roads
Joplin City Limits
Addresses
Jasper Parcels
Newton Parcels
Joplin Streets
Manholes
**JoplinSewer**
GRAVITY
PRESSURE

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
CB 2020-172 - Amendment 1 to Work Authorization for the Glendale Parallel Interceptor Improvements Project

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Public Works/Engineering

**ATTACHMENTS**
Exhibit Maps (2); CB 2020-172 Ordinance; Amendment 1 to Work Authorization OLS-OC20-04-P1

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

**SUMMARY**
This Council Bill approves an amendment to a work authorization with Olsson, Inc. for the Glendale Parallel Interceptor Improvements Project in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00)

**BACKGROUND**
On June 15, 2020, Council approved a work authorization with Olsson to design the replacement improvements for the lower end of the parallel piping system, stretching between the City's equalization basins south of Freeman hospital and Indiana Ave. The entire parallel system was identified in the 2020 Facilities Plan to be replaced between 2020 and 2025. During the pandemic shutdown earlier this year, City staff prioritized the lower portion of the system in anticipation of federal stimulus dollars becoming available. At that time, the remainder of the parallel piping system was expected to be scheduled some time prior to the year 2025. Concurrently, the City is in the process of designing the widening of Connecticut Ave., between 32nd Street and the bridge over I-44. Now, the uppermost reaches of the Glendale Parallel sewer system cross Connecticut Ave. at 34th Street, and will be affected by the street widening project. For this reason, City staff have identified the need to proceed now with the design of the replacement sewer work, to be incorporated into the street widening construction contract, or bid out separately prior to that work.

Because Olsson was already under contract to design the lower end of the Glendale Parallel trunk lines, they were selected to design the portion in the vicinity of Connecticut Ave; see the Exhibit map for reference. This work authorization amendment directs Olsson to prepare construction drawings and specifications for what will be called the Phase 2 portion of the parallel system. This phase will consolidate the parallel pipes under Connecticut and 34th Street into a single sewer main, thereby reducing future maintenance costs and inflow and infiltration sources. The consultant's fees are within industry standards for design and bidding services. Public Works

intends to provide construction inspection and management.

**FUNDING SOURCE**
FY 2020-21 budget of the Wastewater fund

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-173 – approving an Occupancy License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Location Map, Agreement, CB2020-173

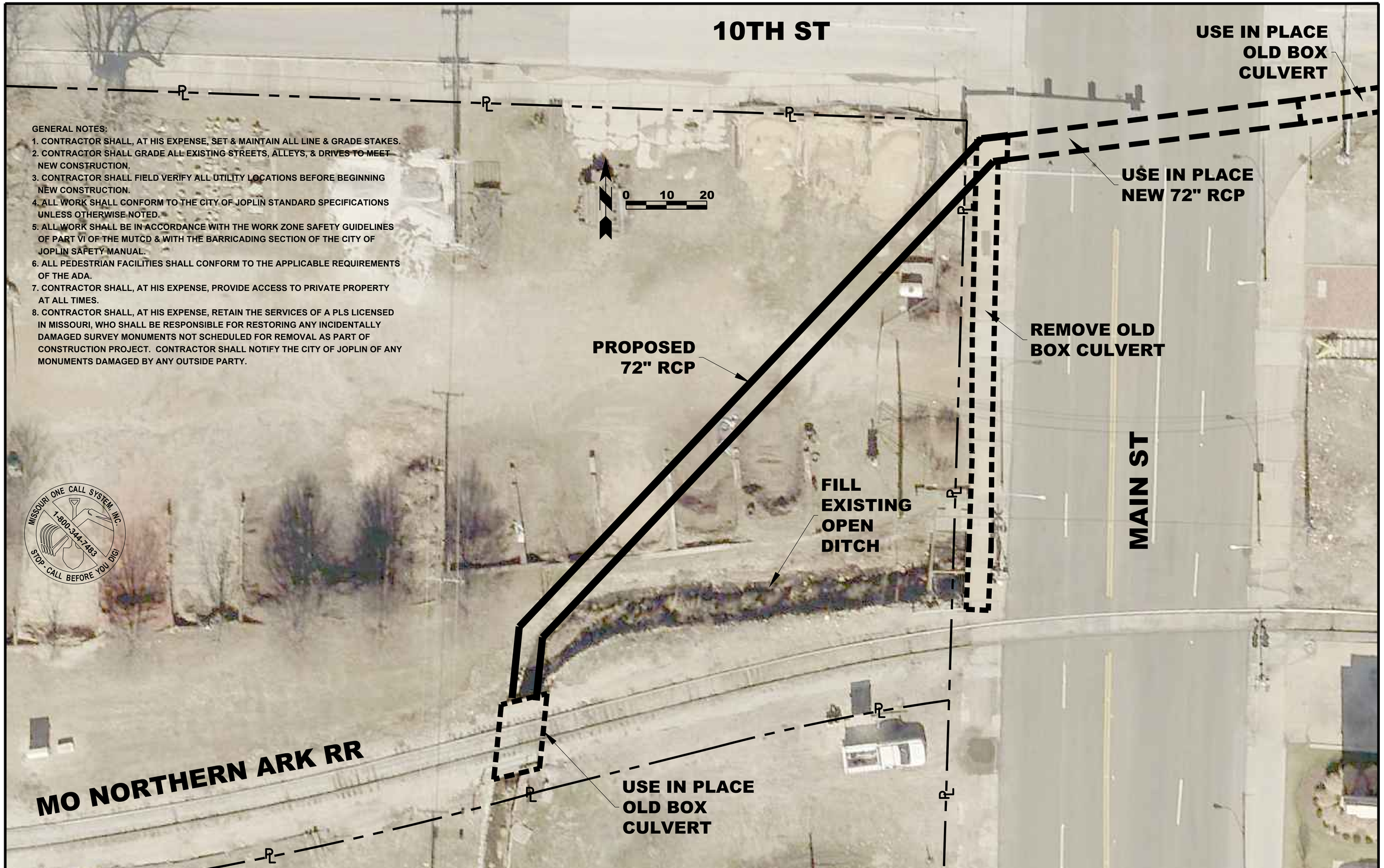
**REVIEWED BY**
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill approves the execution of an occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of an underground storm sewer pipeline parallelism related to the 10th and Main Stormwater project (TS0601) across railroad right-of-way; establishing certain obligations for the continuation of the occupancy.

**BACKGROUND**
A 100-foot run of 5' X 6.5' Reinforced Concrete Box (RCB) runs along the west side of Main street and south of 10th street. This section of the storm sewer dates back to the 1930s and serves a dual purpose in acting as a section of sidewalk on the west side of Main street for pedestrians. Heavy rains experienced during the course of its lifetime, coupled with the natural process of deterioration of the box due to its age, has contributed to the failure of this section of the storm sewer system. Currently, the top of the box has collapsed at various points, necessitating the installation of steel plates as a temporary stop gap measure until the box itself can be replaced in its entirety. Identifying the public safety risk posed by the deteriorated condition of the box (including the sidewalk) City staff developed design plans in-house for the replacement of the box culvert. During the design phase, staff explored the opportunity to improve the hydraulics of the storm sewer conveyance system and improve its capacity and efficiency. In order to achieve this, City staff worked with MNA railroad and successfully reached an agreement which would allow for the extension of an existing 72" RCP storm sewer system and the re-alignment and enclosure of the storm channel in railroad right-of-way. This agreement allows for the installation of the improvements as well as the continued occupancy by the City with these improvements within railroad right-of-way. As part of this agreement City staff were able to successfully negotiate with MNA the waiving of the annual fee, agreement processing fee, engineering review fee and contractor right of entry fee normally associated with the Occupancy agreement application.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on First reading and moving it to Second and Third reading.

# 10TH ST STORM SEWER OCCUPANCY AGREEMENT




GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONSTRUCTION.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONSTRUCTION.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONSTRUCTION PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF Joplin | CITY OF JOPLIN, MISSOURI<br>PUBLIC WORKS DEPARTMENT<br>DIVISION OF ENGINEERING | ADDRESS: 602 S MAIN ST 64801<br>PH NO: 1-417-624-0820 EXT 530<br>FAX NO: 1-417-625-4738<br>E-M: DHERTZBE@JOPLINMO.ORG | REV DATE: | REVISION: | SVYD BY: N/A<br>PG/BK: 00/000<br>SVY DATE: 00/0000<br>ENGINEER: HERTZBERG | ACAD DWG FILE & PATH NAME: STORM \ 10TH 2019 CONCEPT<br>SCALES: HORZ: 1" = 10'<br>VERT: 1" = N/A | DWN BY: STAFF<br>CKD BY: MARTINEZ<br>APD BY: JOHNSON<br>DATE: 4/2019 | PROJECT<br>CONCEPTUAL DWG OF STORM SEWER AT THE SW CORNER OF 10TH & MAIN | PLAN NO: 0000<br>SHEET 1 |

# OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, 2020, by and between **Missouri & Northern Arkansas Railroad Company, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224**, and **City of Joplin (**"LICENSEE"), whose address is **303 East Third Street, Joplin, MO 64802-1355.**

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. LOCATION/DESCRIPTION.**

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ( ) above ground (X) below ground

B. ( ) water pipeline ( ) sewer pipeline (X) stormwater pipeline ( ) cable tv wireline ( ) fiber optic wireline

( ) communications wireline ( ) power wireline

located at or near Mile Post **545.68, WEB CITY Subdivision, Latitude: 37.07995, Longitude: -94.14181,** at or near **JOPLIN**, County of **JASPER**, State of **MO**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

**Underground culvert – 177.92 linear foot parallelism** including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power **("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

**Section 2. USE/PURPOSE/OWNERSHIP.**

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

**Section 3. FEE.**

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **$0.** LICENSEE shall also submit a **one-time agreement processing fee** of **$0, engineering review fee** of **$0** and a **contractor right of entry fee** of **$0,** which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as

conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

**Section 4. TERM/TERMINATION.**

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

**Section 5. INDEMNITY/LIABILITY.**

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE WITHOUT WAIVING SOVEREIGN IMMUNITY AND WITHOUT WAIVING OR RELEASING ANY AVAILABLE DEFENSES, HEREBY ASSUMES RISK OF AND AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

**Section 6. RESERVED.**

**Section 7. RESERVED.**

**Section 8. ASSIGNMENT.**

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

**Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.**

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

**Section 10. NOTIFICATION.**

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at 866.527.3499 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

**Section 11. RESERVED.**

**Section 12. ALTERATIONS/REPAIRS.**

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

**Section 13. RESERVED.**

**Section 14. INSURANCE.**

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS,** attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

**Section 15. RESERVED.**

**Section 16. RESERVED.**

**Section 17. RESERVED.**

**Section 18. GOVERNMENTAL REQUIREMENTS.**

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at is option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

**Section 19. RESERVED.**

**Section 20. RESERVED.**

**Section 21. RESERVED.**

**Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE:
City of Joplin
303 East Third Street
Joplin, MO 64802-1355
Attention: Legal

LICENSOR:
Missouri & Northern Arkansas Railroad Company, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 270
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

**Section 23. SPECIAL PROVISIONS**.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

**Section 24. PRIOR AGREEMENTS.**

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

**Section 25. APPLICABLE LAW.**

This Agreement shall be governed by and construed under the laws of the State of MO without regard to the choice of law provisions thereof.

**Section 26. INTERPRETATION/SEVERABILITY.**

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**Section 26. HEADINGS.** The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

**Section 27. CONSTRUCTION OF TERMS.** The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

**Section 28. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

***(Signature Page Follows)***

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____2020.

LICENSOR

**Missouri & Northern Arkansas Railroad Company, Inc.**

By: _____

Name:

Its:

LICENSEE

**City of Joplin**

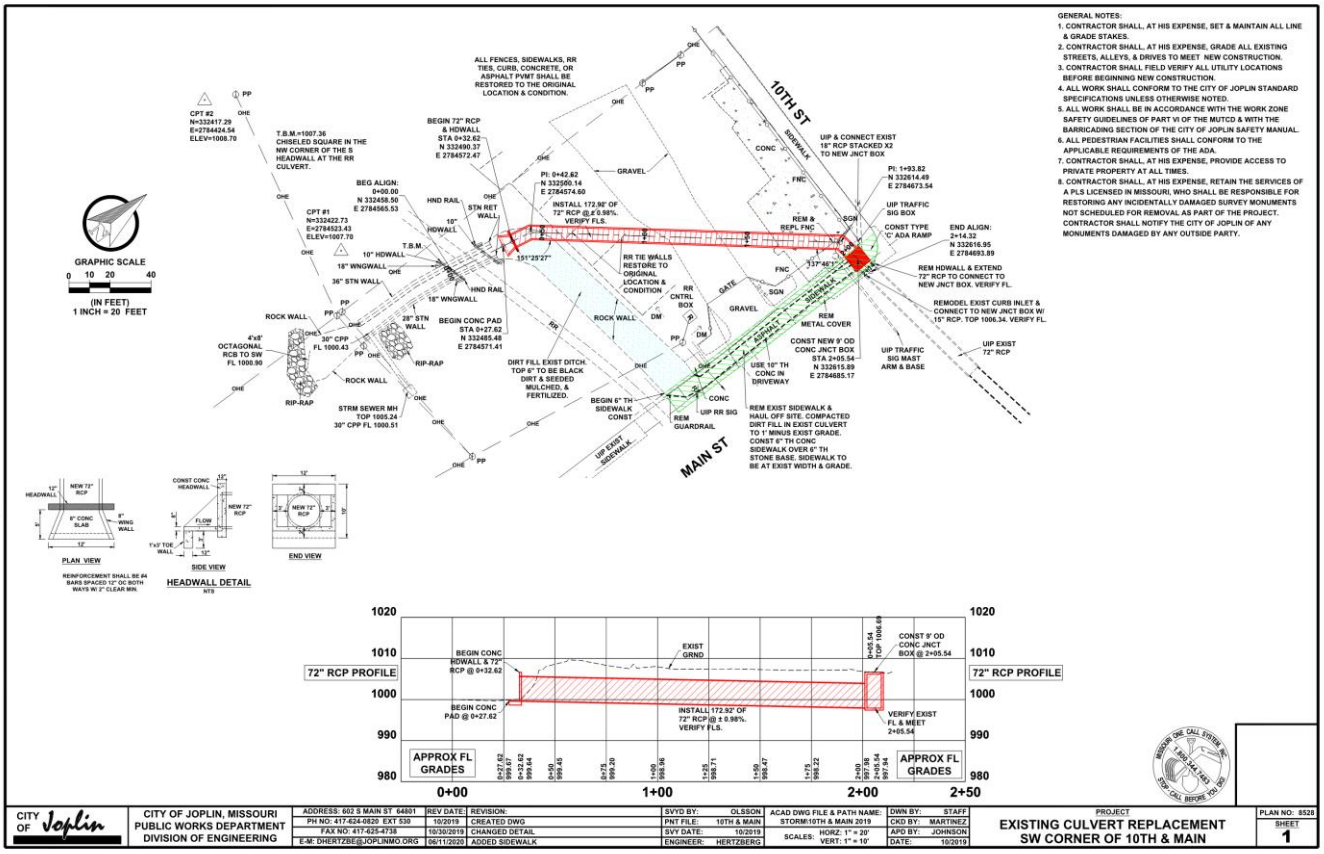
By: _____

Name:

Its:

EXHIBIT A

## LICENSEE'S FACILITIES

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|---|---|---|---|---|---|---|---|---|---|
| CITY OF Joplin | CITY OF JOPLIN, MISSOURI<br>PUBLIC WORKS DEPARTMENT<br>DIVISION OF ENGINEERING | ADDRESS: 602 S MAIN ST 64801<br>PH NO: 417-624-0820 EXT 539<br>FAX NO: 417-625-4738<br>E-M: DHERTZBE@JOPLINMO.ORG | REV DATE:<br>10/2019<br>10/30/2019<br>06/11/2020 | REVISION:<br>CREATED DWG<br>CHANGED DETAIL<br>ADDED SIDEWALK | SVYD BY: OLSSON<br>PNT FILE: 10TH & MAIN<br>SVY DATE: 10/2019<br>ENGINEER: HERTZBERG | ACAD DWG FILE & PATH NAME: STORM\10TH & MAIN 2019<br>SCALES: HORZ: 1" = 20'<br>VERT: 1" = 10' | DWN BY: STAFF<br>CKD BY: MARTINEZ<br>APD BY: JOHNSON<br>DATE: 10/2019 | PROJECT<br>EXISTING CULVERT REPLACEMENT<br>SW CORNER OF 10TH & MAIN | PLAN NO: 8528<br>SHEET 1 |

EXHIBIT B

**SURVEY**

EXHIBIT C

**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall **name the Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track,** the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by** the **Licensor** and **its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on

or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Missouri & Northern Arkansas Railroad Company, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

**COUNCIL BILL NO. 2020-173** **ORDINANCE NO**

AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 10th and Main Stormwater Project (TS0601) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# BID TABULATION

**PROJECT: Mill and Overlay 2021**

**DATE OF BID OPENING: November 3, 2020**

| CONTRACTOR | BID |
|---|---|
| Hutchens Construction Company LLC an Emery Sapp & Sons Company– Base Bid | $1,171,098.26 |
| Blevins Asphalt – Base Bid | $1,310,586.82 |
| Engineer's Estimate – Base Bid | $1,445,000.00 |
| | |
| Hutchens Construction Company LLC an Emery Sapp & Sons Company– Alternates | $55,999.66 |
| Blevins Asphalt – Alternates | $73,862.84 |
| Engineer's Estimate – Alternates | $66,000.00 |
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# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-175 - Construction Agreement for Mill and Overlay 2021

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
CB2020-175 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

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

**SUMMARY**
This Council Bill approves a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company for the milling and overlaying of streets in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92).

**BACKGROUND**
City staff annually evaluates the pavement conditions of the City street system using the Pavement Surface Evaluation and Rating (PASER) system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity and ride quality. Streets or parking lots may be added or deleted from this list. The Annual Resurfacing Project Budget provides for these street needs. Street resurfacing consists of a 2-inch milling and asphalt overlay. Much of the 2021 Resurfacing area is within the tornado zone and has seen improvements through the many Disaster Recovery Projects. As such, many streets outside of the normal 7-year rotation have been added to this year's contract.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Two construction companies submitted bids (see attached Bid Tabulation), that were opened on November 3, 2020. Hutchens Construction Company LLC an Emery Sapp & Sons Company was the low bidder. The base bid and alternates bid were lower than the engineer's estimate. City staff evaluated the bids and chose to award the base bid and alternates to the contractor. City staff will provide construction inspection services.

**FUNDING SOURCE**
These payments are included in the FY 2020-21 budget; Transportation Sales Tax Fund

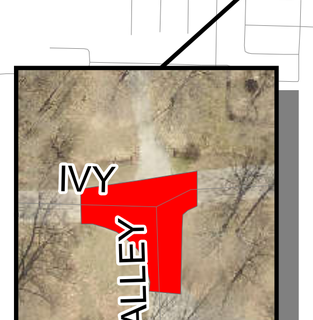
**RECOMMENDATION**
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

# 2021 Mill and Overlay

## Legend

- Overlay
- Overlay Alternates
- Arterial & Collector Streets

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**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND HUTCHENS CONSTRUCTION COMPANY LLC AN EMERY SAPP AND SONS COMPANY**

<table>
<tr><th colspan="2">CITY</th><th colspan="2">CONTRACTOR</th></tr>
<tr><td colspan="2" rowspan="2">CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801</td><td colspan="2">Name: Hutchens Construction Company LLC an Emery Sapp & Sons Company</td></tr>
<tr><td colspan="2">Address: 1007 Main Street<br>Cassville, MO 65625</td></tr>
<tr><td colspan="2">Attention: Dakota Rusk</td><td colspan="2">Attention:</td></tr>
<tr><td colspan="2">Department: Public Works - Engineering</td><td>Phone:</td><td>Fax:</td></tr>
<tr><td>Phone: (417) 624-0820 ext. 598</td><td>Fax: (417) 625-4738</td><td colspan="2">Mill and Overlay 2021</td></tr>
</table>

**THIS AGREEMENT**, made and entered into this ____ day of _____, 20____, by the parties identified above.

**WITNESSETH**: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Joplin Street Mill and Overlay 2021

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by June 30, 2021, with a date to proceed on March 1, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

**2. Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

**3. Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

**a. Workers' Compensation….**Statutory coverage per RSMo 287.010 et seq

**Employer's Liability…….** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor 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 Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred and Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

**(1)** Be a separate policy with the named insured being: The City of Joplin, and

**(2)** Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

**e. Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

**f. Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

**g. Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

**h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

**5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:** By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**5.1** If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**5.2** By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

**6. Contractor's responsibility for subcontractors**. The Contractor 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. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

**7. 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 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 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 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 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.

**8. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $2,500.00 per day for each and every calendar day and $500.00 for every day in excess of 3 calendar days between milling and paving that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**9. Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

**10. City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

**11. Termination for Convenience of City**. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

**12. Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

**13. 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 thereunder (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, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**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 required of the Contractor under this agreement.

**g**. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

**14. Payment for Labor and Materials**. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

**15. Payment**. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

**16. Contract Documents**. The contract documents shall consist of the following:

**a.** This Contract
**b.** All Change Orders
**c.** Bid Plans and Specifications
**d.** City of Joplin Standard Specifications (Latest Revised Edition)
**e.** Special Conditions & Provisions

**f.** Proposal
**g.** Statement of Bidder's Qualifications
**h.** Acknowledgment
**i.** Performance Bond
**h.** Payment and Material Bond
**k.** Instructions to Bidders
**l.** Non-collusion Affidavit
**m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92), said amount being subject to any approved addenda or change order.

**17. Subsurface Conditions**. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

**18. Conflict of Interest**. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

**19. 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 and the bond surety. 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.

**20. 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.

**21. Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor 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 351.570 R.S.Mo.

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.

**22. 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 Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full 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.

**23. Records and Audits.** The Contractor 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.

**24. Authorized Employees**. Contractor 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. Contractor 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.

**25. Interest of Contractor and Employees**. The Contractor covenants that he/she 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 Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**26. 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 Contractor shall take appropriate steps to assure compliance.

**27. 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 Contractor shall take appropriate steps to assure compliance.

**28. 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 Contractor is associated with a business entity, Contractor 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**29. City Benefits**. The Contractor 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.

**30. Occupational License**: The Contractor 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 Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

**31. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

**32. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**33. 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.

**34. Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

**35. 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.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**CONTRACTOR**:

By: _____

Printed Name: _____

Title: _____

**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 therefor.

_____

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

**CITY OF JOPLIN, MISSOURI**

By: _____

David Hertzberg, Public Works Director

**COUNCIL BILL NO. 2020-175 ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92) for the Mill and Overlay 2021 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Hutchens Construction Company LLC an Emery Sapp & Sons Company in the amount of One Million, Two Hundred Twenty-Seven Thousand, Ninety-Seven and 92/100 Dollars, ($1,227,097.92), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2020-2021 city budget.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2020-175**

I hereby certify that a sufficient amount is available in Transportation Sales Tax Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-176
An Agreement for Residential Curbside Trash and Recycling Collection Services

**MEETING DATE**
November 16, 2020

**ORIGINATING DEPT**
Public Works - Operations

**ATTACHMENTS**
CB 2020-176 Ordinance; Contract; WCA Proposal Submittal; Bid tabulation

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

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

**BACKGROUND**
On April 1, 2016, the City started the current residential trash franchise. This was a five (5) year contract that provided the citizens of Joplin with a low and steady price for the first two years, and no more than a 2% increase on these services through years three (3) through five (5). The current contract with Republic Services agreement (Ordinance 2016-103) will expire on March 31, 2021. The current price of trash service is $12.41 which includes the $.55 administrative charge and optional $4.95 for recycling.

On October 9, 2020, proposals were accepted from three solid waste management companies. Waste Corporation of Missouri LLC was selected and recommended for the lowest price for services to the citizens of Joplin for the curbside residential trash and recycling pick-up. The price for the citizens beginning on April 1, 2021 will be $11.93 (which includes the $.55 administrative charge), and optional $5.25 for recycling and $5.00 for each additional trash cart after two. These fees will remain in effect for the first two years of the agreement and then WCA may request a maximum increase of 2% between years 2-5 with the agreement ending on March 31, 2026.

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

The City of Joplin shall be responsible for the billing and collection charges for the solid waste collection and disposal services through the monthly residential utility bill. The current billing and administrative fee of $.55 will be included on the utility bill and will be retained by the city to offset the cost to the city for administering the residential trash service.

**FUNDING SOURCE**
Solid Waste

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

# BID SHEET

| Contractor | Base Bid | Customers | Option 1 | Avg. Monthly Cost | Yearly Total |
|---|---|---|---|---|---|
| Current | Trash | 17500 | $11.86 | $207,550 | $2,490,600 |
| | Recycling | 1650 | $4.95 | $8,167.50 | $98,010 |
| | Add. Cart | 650 | $0.00 | $0.00 | |
| **Total** | | | | | **$2,588,610** |
| | | | | | |
| WCA | Trash | 17,500 | $11.38 | $199,150 | $2,389,800 |
| | Recycling | 1,650 | $5.25 | $8,662.50 | $103,950 |
| | Add. Cart | 650 | $5.00 | $3,250 | $39,000 |
| **Total** | | | | | **$2,532,750** |
| | | | | | |
| Republic | Trash | 17,500 | $11.58 | $202,650 | $2,431,800 |
| | Recycling | 1,650 | $10.97 | $18,100.50 | $217,206 |
| | Add. Cart | 650 | $3.00 | $1950 | $23,400 |
| **Total** | | | | | **$2,672,406** |
| | | | | | |
| Meridian | Trash | 17,500 | $14.50 | $253,750 | 3,045,000 |
| | Recycling | 1,650 | $6.25 | $10,312.50 | $123,750 |
| | Add. Cart | 650 | $4.00 | $2,600 | $31,200 |
| **Total** | | | | | **$3,199,950** |
| | | | | | |
| Shorts | No bid | | No bid | No bid | No bid |

Bid Option #1 requested Proposers to bid curbside trash and recycling pick-up. Each bid included a free extra trash cart with the bid. Currently, each citizen pays $12.41 a month for their trash and $4.95 for recycling for the citizens who have chosen that item. With the winning bid, the citizen's cost for trash will be $11.93 for the first two years of the contract. Those who choose recycling will pay $5.25 for the first two years. In years 3, 4 and 5 the rate of each will be raised by 2% annually.

Inflationary Adjustments over five-year contract period shown below for Option #1:

| Contractor | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| | | | | | |
| **WCA** | $2,532,750 | $2,532,750 | $2,583,405 | $2,635,073 | $2,687,774 |
| **Republic** | $2,672,406 | $2,672,406 | $2,725,854 | $2,780,371 | $2,835,978 |
| **Meridian** | $3,199,950 | $3,199,950 | $3,263,949 | $3,329,228 | $3,395,813 |
| | | | | | |
| **CITIZEN** | | | | | |
| Trash | $11.93 | $11.93 | $12.16 | $12.39 | $12.63 |
| Recycling | $5.25 | $5.25 | $5.36 | $5.47 | $5.58 |
| Addl Cart | $5.00 | $5.00 | $5.10 | $5.20 | $5.30 |

# BID SHEET

The following is Bid Option #2 which is for curbside trash & recycling, however, it details that what if each customer was delivered a recycling cart as well as their trash cart. The customer could option out of recycling if they wanted to. The contractor would be expected to deliver 17,500 recycling carts.

| **Contractor** | **Base Bid** | **Customers** | **Option 2** | **Avg. Monthly Cost** | **Yearly Total** |
|---|---|---|---|---|---|
| | | | | | |
| WCA | Trash | 17,500 | $16.25 | $284,375 | $3,412,500 |
| | Recycling | 3300 | $5.25 | $17,325 | $207,900 |
| | Add. Cart | 650 | $5.00 | $3,250 | $39,000 |
| **Total** | | | | | **$3,659,400** |
| | | | | | |
| Republic | No Bid | | No Bid | No Bid | No Bid |
| | | | | | |
| Meridian | Trash | 17,500 | $20.75 | $363,125 | $4,357,500 |
| | Recycling | 3300 | $14.50 | $47,850 | $574,200 |
| | Add. Cart | 650 | $4.00 | $2,600 | $31,200 |
| **Total** | | | | | **$4,962,900** |
| | | | | | |
| Shorts | No bid | | No bid | No bid | No bid |

AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of November, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and WCA Waste Corporation, a Delaware Corporation, hereinafter referred to as "WCA," and with City and WCA being referred to collectively as the "parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, WCA desires to be engaged as the City's WCA for the purpose of collection and disposal of solid waste as described in its Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected WCA as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is effective from April 1, 2021 to March 31, 2026, unless terminated as provided herein.

2. Scope of Work. WCA agrees to diligently perform in a professional and workmanlike manner the collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A, and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B. Specifically, WCA's services include but are not limited to the collection and disposal of solid waste and curbside recycling services to all single-family residential dwellings within City's current and future corporate limits. WCA will provide all labor, materials, and equipment.

3. Payment. WCA will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. Specifically, WCA's fee schedule for years one and two of this Agreement is as follows: $11.38 for curbside trash per month per single-family residential dwelling. Customers may pay for additional carts for the price of $5.00 per month per cart. Customers may pay for curbside recycling for the price of $5.25 per month. WCA's fees will increase by 2% in year three, resulting in $11.61 for trash, $5.10 for additional carts, and $5.36 for recycling. WCA's fees will increase by 2% in year four, resulting in $11.84 for trash, $5.20 for additional carts, and $5.47 for recycling. WCA's fees will increase by 2% in year five, resulting in $12.08 for trash, $5.30 for additional carts, and $5.58 for recycling. In no event will City be liable for any failure to pay WCA.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. WCA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. WCA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Insurance. Without limiting any of the other obligations or liabilities of WCA, WCA shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of WCA to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of WCA to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with City within ten (10) days of the effective date and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin, 602 S. Main St., Joplin, MO 64801.

Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php) As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…Statutory coverage per RSMo 287.010 et seq

Employer's Liability Insurance…$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars ($1,000,000.00) for all claims to property arising out of a single occurrence

and at least One Hundred Thousand and no/100 Dollars ($100,000.00) to any one owner with respect to damages to property. WCA 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 WCA, its employees, officers, or agents. WCA agrees to cause its insurer to name City as an additional insured on such insurance policy, including 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 Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) 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, WCA shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. WCA shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect City through insurance against applicable hazards or risks and shall, upon request of City, provide evidence of such insurance.

e. Legislative or Judicial Changes. In the event the scope or extent of 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, City may require WCA, upon ten (10) days written notice, to execute a contract addendum whereby WCA agrees to provide, at a price not exceeding WCA's actual increased premium cost, additional liability insurance coverage as City may require to protect 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.

6. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, WCA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for WCA's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that

nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by WCA.

10. Certification of Non-Resident/Foreign Companies: WCA shall procure and maintain during the life of this Agreement 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. and 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.

11. Choice of Law and Venue. 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.

12. Compliance with laws. WCA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

13. Consequential Damages. In no event shall City be liable to WCA for special, indirect, or consequential damages.

14. Contract Documents. The contract documents shall consist of the following: this Agreement, Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, Request for Proposal #101-2020 Solid Waste Collection Services will prevail.

15. 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.

16. Ethics. WCA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WCA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for WCA, any fee, commission, gift, or contingent fee.

17. 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.

18. Indemnification. WCA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury

or damage to the person or property of any person or persons whomsoever, whether such person or persons be WCA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

19. Non-Discrimination. WCA agrees in the performance of this Agreement 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 WCA or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. 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.

21. Rights and Benefits. WCA's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

22. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

23. Subcontractors. WCA shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as WCA is for the acts and omissions of persons it directly employs. WCA shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to WCA by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give WCA the same power regarding termination of any subcontract as City may exercise over WCA under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

24. Termination. City may terminate this Agreement, without cause, by giving WCA thirty (30) days' written notice of the same.

25. Waiver. 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.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR WCA

BY: _____
Randy Thompson, District Manager
Missouri, South District

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

**1 ORIGINAL DOCUMENT UNBOUND**

**5 BID DOCUMENTS BOUND**

**1 THUMB DRIVE COPY**




# CITY OF JOPLIN

## PROPOSAL FOR RESIDENTIAL WASTE & RECYCLE SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

October 9, 2020

October 9, 2020

City of Joplin
David K. Hertzberg - Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #101-2020

Dear Mr. Hertzberg,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #101-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial five (5) year term of the City contract as detailed in the RFP.

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

Respectfully,

*Max Murray*

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

# BID SUBMITTED BY

**Waste Corporation of Missouri LLC**

**Name and Address of Proposer:**

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

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

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

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

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

1 LETTER OF TRANSMITTAL
Randy Thompson
Certificate of Authority

2 OVERVIEW
Corporate Structure
Missouri-South Summary
Staffing
Scope of Work

3 REQUIREMENTS
Response Section 1.3
Response Section 2.8

4 TECHNICAL INFORMATION
Section 3. B 2. c
Section 3. B 2. d
Section 3. B 2. e
Section 3. B 2. f

5 RATE PROPOSAL
OFFER AND SCHEDULE OF FEES AND EXPENSES

6 FINANCIAL STATEMENT
PROPRIETARY & CONFIDENTIAL

7 MISC FORMS
Bid Bond, Notarized Affidavit of Compliance, E-Verify, Certificate of Good Standing, W-9, Equipment to Be Used, Municipal References, Facilities to be used, City License, etc.

8 CITY OF JOPLIN ADDENDUMS TO RFP 101-2020

TAB 1

Letter of Transmittal

Secretary's Certificate

October 9, 2020

City of Joplin
Attn: David K. Hertzberg, P.R.
Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 101-2020

Dear Mr. Hertzberg.

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

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

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

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

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

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

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

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

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

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

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

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri as well as the City of Kansas City, which utilizes WCA's recycle services for over 110,000 residential customers.

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

Sincerely,

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

CERTIFICATE OF AUTHORITY.

**WASTE CORPORATION OF MISSOURI, LLC**

**OFFICER'S CERTIFICATE**

September 10, 2020

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

The undersigned further certifies that:

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

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

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

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

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

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

By: _____

Name: Michael A. Roy

Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

# TAB 2

# OVERVIEW

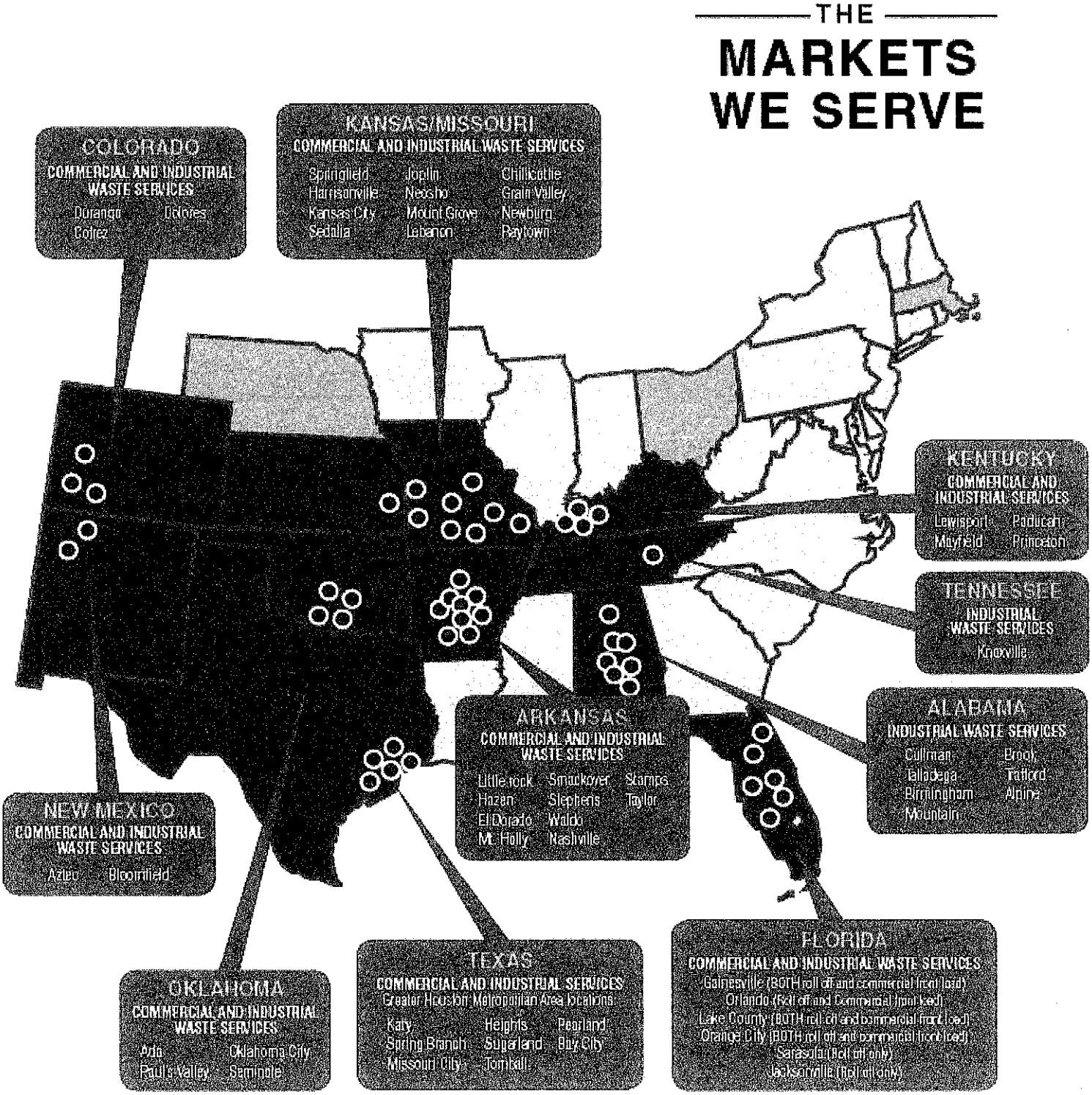
Corporate Structure WCA

Missouri-South Summary

Staffing

Scope of Work

# WCA Waste Corporation



**WCA Company History:**

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

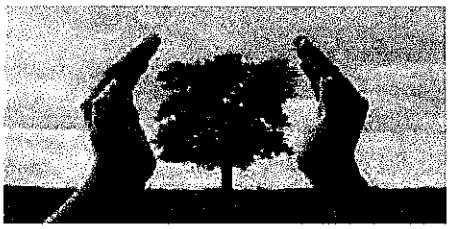
WCA C.A.R.E.S.

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

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

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

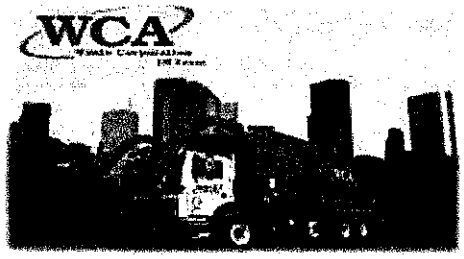
WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



**Relevant Developer Experience**

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

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




**Missouri-South Management Summary:**

**Randy Thompson – District Manager – Missouri - South**

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

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

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

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

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

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

**Max Murray – Municipal Marketing Manager**

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

**Matt Sanders – District Director of Engineering and Compliance**

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

**Marcus Gardner – South District Drive Trainer**

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

**Dan Boley – Operations Manager of Joplin Hauling**

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

**Scope of Work;**

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and its residents. WCA will work with the City through the entire process keeping the City updated on all facets of the transition. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the residents have grown accustomed to receiving. WCA understands the importance of customer service and meeting the needs of the community.

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

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



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

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

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

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

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

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

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

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

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

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

WCA's local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Friday, 8:00 a.m. to 5:00 p.m., with the transfer station operating Monday through Friday, 8:00 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Residential Contract, WCA would immediately begin staffing increases in route personnel to consist of an additional five (5) route drivers and one full time cart delivery/fill-in driver.

## Solid Waste Collection



Residential Solid Waste collection is done in many ways; from collection at the curb in plastic bags to fully automated cart systems. WCA will try to adhere to the same residential routes that the City is currently running to minimize any confusion to the residents.

WCA's residential service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's selection, through this proposal process, WCA has the ability to meet your needs.

WCA and its team of professionals will be instrumental in implementing and enhancing a City-wide recycling program. Education is the key element in a successful recycling program. WCA has residential, school, business recycling and special event recycling programs. Community awareness and involvement is important and WCA will get involved with the City and community to promote the importance of recycling. When starting recycle programs or adding new materials to be accepted, WCA will be able to draw upon a wealth of marketing and promotion experience.

WCA has partnered with many organizations to provide comprehensive recycling solutions and to meet the needs of its customers.

## Bulky Waste Collection Services

WCA will provide daily collection services for residential bulky items. Residential bulky waste will be removed on the normally scheduled service day by the regular route truck or by use of an available rear load truck if the bulky items are too large for the normal service vehicle. These special services will be performed at no additional charge to the City of Joplin per the RFP #101-2020.

## Safety – *A Company Wide Initiative*

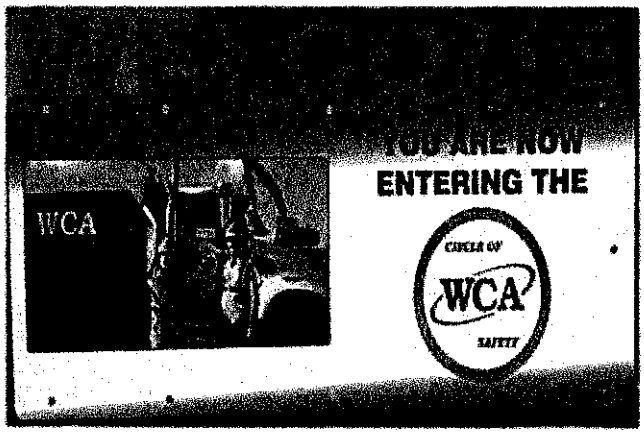
Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA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

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

***Safety - Training & Education***

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






**Maintenance Operations**

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

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

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

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

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

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

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

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

Joplin, Missouri - May 23rd, 2011

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



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

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

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

# TAB 3

# REQUIREMENTS

Section 1.3

Section 2.8

## 1.3 Requirements;

1.3 1 a – c; WCA shall provide residential waste removal services to all residents within the City Limits of Joplin utilizing a WCA supplied 95 gallon plastic cart. All routing shall mirror the existing days of collection as currently outlined in the City website for residential waste collection and residential routes shall be operated five (5) days per week. All solid waste is to be placed within the cart provided with any "extra" materials for removal being placed beside the cart, contained in extra bags or bundles. Bulky items for collection shall be placed alongside the waste cart at the curbside for removal. All "extra" waste as defined in the City RFP, up to 1 cubic yard in volume, shall be removed on the normally assigned collection day at no additional charge. Extra waste exceeding 1 cubic yard in volume or bulky items such as couches, mattresses, etc... shall be removed on the normally scheduled service day with residents being required to notify the Contractor for such removal in advance so additional personnel or equipment can be dedicated to the service as needed. For exceptional quantities of bulky waste or items to large / heavy for one person to handle, Waste Corporation shall utilize a separate truck to remove such waste on the normally scheduled service day.

Customers desiring to recycle shall be supplied a 95 gallon recycle cart as well as detailed information regarding the types of materials considered to be acceptable including, but not limited to, those detailed in City RFP #101-2020. WCA utilizes a single stream recycle system that allows for all materials to be commingled into one collection container without any segregation of materials. In the event a resident creates recycle volumes exceeding the carts capacity, overflow materials can be placed by the cart for removal by Contractor driver, or additional recycle carts can be requested. Both waste and recycle services shall be provided on the same day.

Any materials qualifying as yardwaste shall be placed at the curbside with the normal solid waste for removal. Because all waste is being transported to a State of Kansas disposal facility, all yardwaste can be commingled with normal household refuse. Yardwaste will be collected on the same day as solid waste and recycle.

All solid waste, yardwaste, and recycle materials shall be directed to WCA's Joplin Transfer Station, located at 3700 7$^{th}$ Street, Joplin, MO for processing or transportation to a landfill or MRF facility.

1.3 2 a – f; WCA shall offer residential recycle service to the residents of the City of Joplin utilizing a WCA supplied 95 gallon plastic recycle cart service once (1) per week on the same day as normally schedule solid waste removal. The recycle cart will be blue in color with a yellow lid. The recycle service is a "Single Stream" service allowing all acceptable recycle products to be commingled into a single cart, thus requiring no customer separation of individual products. The types of materials collected by WCA are detailed, but not limited to, the list of materials as illustrated by the residential recycle brochure as shown at the last of TAB 4. Excess quantities of recycle materials exceeding the cart volume may be bagged or bundled and placed beside the recycle cart on service day for removal. Additional recycle carts shall be available upon request.

All residential recycle products collected by WCA shall be transported to the Joplin Transfer Station for consolidation into larger loads and shipping to a legally permitted Material Recycling Facility (MRF).

1.3 3; WCA shall provide 95 gallon capacity carts for residential solid waste and recycle collection to maximize the quantity of materials contained in each unit. Carts furnished shall be differentiated by the color of lid mounted on the equipment. Carts for recycle use shall have high profile yellow lids with information detailing the recycle products allowable glued to the top of the lid for high visibility. Solid waste carts shall be all blue in color. All equipment shall be delivered prior to a contract start of April 1st, 2021.

1.3 4; It would be the intent and preference of WCA and the City of Joplin to encourage the containment of all residential waste and recycle materials in Contractor provided carts. Both Option 1 and Option 2 of the City RFP have provisions for residents to request additional carts for containment of such materials. In the event occasional "overflow" of materials are experienced, residents may place bagged or bundled products beside the appropriate cart (trash or recycle) and WCA will remove them on the scheduled service. All excess trash, yardwaste, or bulk materials are to be boxed, bagged, or bundled at the resident's expense prior to service.

1.3 5; Valet, or roll out service, shall be made available to any residential unit in which all occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place or remove their waste and / or recycle containers to and from the curbside or adjacent alley. Valet service shall be supplied from the house side to the service area and returned to the house side following service. Residents shall be supplied 95 gallon carts identical to those used for normal curbside service.

1.3 6; Hours of Collection shall be deemed to be from 6:00 a.m. to 7:00 p.m. and all routes shall be so constructed as to be performed within the stated hours of service. In the event of inclement weather or conditions beyond the control of Contractor, the City shall be contacted and a plan to rectify the situation put into place and communicated to all parties.

1.3 7 a-b; WCA shall mirror the daily service schedule as currently in use by the incumbent waste provider and published on the City of Joplin website. Recycle, yardwaste, and solid waste routing shall be provided in the same area and on the same day to limit customer confusion and limit truck traffic caused by multiple service days. New units shall be serviced in the specified areas at the same cost as listed in contract documents.

1.3 8; Quality Control / Complaint Resolution:
Waste Corporation shall implement and maintain throughout the contract term a reasonable quality control system that identifies and results in correction of potential and actual problem areas throughout the entire contract term. Records of reported service issues, either by the City or WCA employee, shall be addressed or resolved in a timely manner to the satisfaction of both parties. All such records shall be kept in a customer file pertaining to the City at WCA's office facilities. Any issue that cannot be resolved amicably shall be addressed with the City designee with the City acting as final arbitrator over the resolution.
Waste Corporation shall be vigilant in identifying, eliminating, and effectively managing those hazards and risks associated with the work necessary to perform services as required under the City Contract. It

shall be the Company's express goal to conduct its work safely and in a manner that promotes "Zero Harm" to the environment, citizens, property, and employees of the Contractor.
Waste Corporation shall remain in compliance with all Local, State, and Federal rules and regulations pertaining to the operations of a waste removal business.
Waste Corporation's designee shall contact the City appointee each day service is being performed to identify, report, or resolve any reported issues. The Drivers shall provide a list of issues experienced while running the routes and identify whether the issue has been resolved or needs City follow-up. If the City has received a report of "missed service" the driver shall resolve the situation the same day or next day. Locations with excessive residential trash shall be identified to the City by address but the driver is responsible to service the resident, clean the area as best as possible, and monitor – report future instances for the supplying of more service. Any issue or complaint that cannot be immediately resolved by the driver to the City's' satisfaction shall be relayed to the WCA contact responsible for communication with the City and addressed within 24 hours with the appropriate representative.
WCA's local office is located at 3700 W 7th Street, Joplin, MO. and will be open to the public 8:00 a.m. to 5:00 p.m., Monday through Friday. Local phone, as well as 800 numbers, shall be listed for contact during the week with answering machine messaging available for holidays listed as being closed or off duty hours. Additionally, a dedicated email address shall be created for the City of Joplin which will be directed to multiple parties within WCA to ensure all questions or complaints are addressed and resolved in a timely manner per RFP requirements.
Any claim of property damage shall be reported to the City designee as soon as possible with all follow- up investigations and resolutions being recorded, documented, and forwarded to the Director of Public Works or his designee. Any damages deemed the responsibility of WCA shall be repaired or addressed within seven (7) days unless extenuating circumstances delay such resolution.
Upon award of contract and assumption of services, all existing resident accounts shall be notified of complaint reporting procedures with appropriate contact information. New residential accounts shall be provided information of like nature and annual mail-outs shall be sent to City residents and updated as needed.

1.3 9; WCA shall performed all contracted services with the City of Joplin in compliance with the City's "Quality of Performance of Contractor" requirements and stipulations as detailed in the City RFP #101- 2020.

1.3 10; WCA acknowledges that the City of Joplin shall be the billing agent for all contracted services and shall assume the responsibility to issue monthly payments to WCA for all billing collected. WCA shall abide by the payment terms as detailed in the City RFP for Billing and Collection.

1.3 11; WCA has committed to annual charges for services as detailed in the City "Offer and Schedule of Fees and Expenses" as recorded in RFP #101-2020. Fees as quoted shall be firm and fixed for year's one and two with annual increases of 2.5% in fees to be implemented annually at the beginning of year's three, four, and five.

## 2.8 Required Information:

2.8 a; Itemized list of Contractor's equipment to be used or available...

- REFER TAB 7 - List of proposed equipment

2.8 b; Copy of Proponent's latest available certified financial statement.

- Refer TAB 6 - Certified Financial Statement included in thumb drive and considered to be Confidential and Proprietary to Contractor.

2.8 c; Evidence Proponent is in Good Standing .....

- Refer TAB 7 - Certificate of Good Standing, permits, and licenses documents.

2.8 d Evidence that Proponent has been in existence as a going concern for more than three (3) YEARS...

- Refer TAB 2 - Corporate History as detailed in prior existence and history.

2.8 e; Minimum of three (3) Municipal References ...

- Refer TAB 7 - Municipal References detailed as such.

2.8 f; Information regarding landfills, MRF's, etc. to be utilized ...

- Refer TAB 7 - Detailed list of Landfill and MRF facilities.

2.8 g; Additional information ...

- Refer TAB 7 – E-Verify, W-9, etc...

2.8 h; Pending or existing litigation ...

* None

# TAB 4

# TECHNICAL INFORMATION

# SECTION 3.0

## 3.0 Response to Minimum Requirements

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

3. B. 2. c Provide a description of the public response / involvement program you will employ, including notification of changes in service, complaint response, etc.

- WCA shall provide relevant service and contact information for the City of Joplin to post on the City website for citizen's to use for information, point of contact, etc.... in an effort to inform the citizenry of the Contract provider changes as well as any additional services available to the residents. Public service announcements shall be issued to inform residents of projected equipment delivery dates and any routing changes that may be necessary. WCA shall develop an email address specifically for the Community of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to mirror the existing service areas for each day's pickup as currently shown on the City website, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Survey cards shall be mailed to City residents asking for contact information to allow WCA to implement "robo calls", via cell, text, or email, to forewarn residents of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. 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.

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

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs. It shall be the intent of Waste Corporation to make certain each customer is serviced once per week as normally scheduled.

  In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. Residential / service information shall be made available to the public via existing communication resources through the City website, public service announcements, robo calls, etc...

  In the event of an emergency situation creating a prolonged interruption of service, residents shall be notified via public service announcements, City of Joplin website, and WCA robo calls of the plan, schedule, and time line required to normalize scheduled

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

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

- WCA has provided appropriate pricing and anticipated future price adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 5. As specified by RFP #101-2020, the maximum annual increase to be implemented is capped at 2% for year's three, four, and five.

3. B. 2. f All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

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

# TAB 5

# RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

**BID OPTION ONE:**

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

1) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

**ITEM ONE:** Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. 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 fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

**ITEM TWO:** Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

**ITEM THREE:** Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

**BID OPTION TWO:**

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

2) **SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

**ITEM ONE:** Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

**ITEM TWO:** For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. 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 fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

**ITEM THREE:** Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

**TAB 7**

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

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

# BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

_____

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

**LIBERTY MUTUAL INSURANCE COMPANY**
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

# BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI LLC
2211 West Bennett, Springfield, MO 65807 , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF JOPLIN
602 S Main, Joplin, MO 64801 , as obligee (the "Obligee"), in the penal sum of

Ten Thousand and 00/100 Dollars ($ 10,000.00 ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Solid Waste Collection Services RFP: #101-2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 16th day of September, 2020.

WITNESS / ATTEST:

Michael Roy

WASTE CORPORATION OF MISSOURI LLC
(Principal)

By: _____ (Seal)
Name: Dianna Cervantes
Title: Vice President

**LIBERTY MUTUAL INSURANCE COMPANY**
(Surety)

By: _____ (Seal)
Misty Wright Attorney-In-Fact

Liberty Mutual SURETY

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200654-022011**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges; Vanessa Dominguez; Melissa L. Fortier; Michael J. Herrod; Terri L. Morrison; Lupe Tyler; Lisa A. Ward; Donna L. Williams; Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

**COMMONWEALTH OF PENNSYLVANIA**
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**AFFIDAVIT OF COMPLIANCE**

SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

To be submitted with vendor's Proposal

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

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

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

Company Name Waste Corporation of Missouri LLC

By Max Murray
(Authorized Person's Signature)

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

Company Address WCA of Missouri LLC

2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: October 9, 2020

**ADDENDA**

Addendum No. 1 Date 08-17-2020

Addendum No. 2 Date 09-25-2020

Addendum No. 3 Date 09-25-2020

Addendum No. 4 Date 09-30-2020

Addendum No. _____ Date _____

Email mmurray@wcamerica.com

FEID No. **76-0657707**

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

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

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

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

STATE OF Missouri )
) ss.
COUNTY OF Greene )

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray who is Municipal Marketer of Waste Corporation of Missouri LLC, a 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.**

Max Murray
Signature

Print Name: Max Murray

Subscribed and sworn to before me this 30th day of September, 2020.

Angela B. McCowan
Notary Public

My commission expires: 12/4/2020

ANGELA B McCOWAN
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Dec. 4, 2020
Commission 16019329

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

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

### ARTICLE I

### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

### FUNCTIONS TO BE PERFORMED

#### A. RESPONSIBILITIES OF SSA

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

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

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

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

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

## B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

## C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

## E. RESPONSIBILITIES OF THE DESIGNATED AGENT

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

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

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

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

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

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

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

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

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

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

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

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

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

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

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

### B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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

## ARTICLE IV

## SERVICE PROVISIONS

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

## ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

## PARTIES

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

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

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification 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.

Company ID Number: 40635
Client Company ID Number: 297548

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

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

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

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

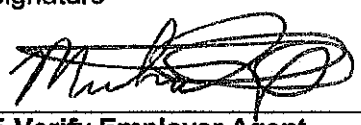
If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

**Company ID Number:** 40635 **Client Company ID Number:** 297548

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

**Approved by:**

| | |
|---|---|
| **Employer**<br>WCA Management Company, L.P. | |
| Name (Please Type or Print)<br>Michael A. Roy | Title<br>Vice President |
| Signature<br> | Date<br>1-19-10 |
| **E-Verify Employer Agent**<br>LawLogix Group, Inc. | |
| Name (Please Type or Print)<br>Ronnie Ho | Title |
| Signature<br>Electronically Signed | Date<br>01/19/2010 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>01/19/2010 |

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 297548

## Information Required
## For the E-Verify Designated Agent Program

**Information relating to your Company:**

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

# STATE OF MISSOURI

John R. Ashcroft
Secretary of State

## CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**WCA of Missouri, LLC**

**FL001415520**

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

## EQUIPMENT TO BE USED

| YEAR | MAKE/MODEL DESCRIPTION | HOURS/MILES (AS OF_____) | OWN/LEASE | NUMBER OF UNITS |
|---|---|---|---|---|
| 2020 | Rehrig Pacific Carts | New | Own | 35,000 +/- |
| 2020 | Autocar Xpeditor Chassis | New | Own | 4 |
| 2020 | Heil Freedom Bodies | New | Own | 4 |
| 2020 | Ford F-450 | New | Own | 1 |
| 2020 | Autocar Rear Load | New | Own | 1 |
| | | | | |
| 2020 | Autocar Xpeditor Chassis | New | Own/spare | 1 |
| 2015 - 2020 | Mack Rear Load | existing/spare | Own | 3 |
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WCA

# Waste Corporation of Missouri, LLC




# 96 Gallon Recycle Cart

INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

# SAMPLE CERTIFICATE OF INSURANCE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/29/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Southwest, Inc.<br>Houston TX Office<br>5555 San Felipe<br>Suite 1500<br>Houston TX 77056 USA | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| WCA Waste Corporation<br>1330 Post Oak Blvd.<br>7th Floor<br>Houston TX 77056 USA | INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 |
| | INSURER B: AIU Insurance Company | 19399 |
| | INSURER C: New Hampshire Insurance Company | 23841 |
| | INSURER D: Underwriters At Lloyds London | 15792 |
| | INSURER E: Ironshore Specialty Insurance Company | 25445 |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| D | X COMMERCIAL GENERAL LIABILITY | | | ENVP000026420 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $25,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | CA 1722399 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $5,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| E | X UMBRELLA LIAB X OCCUR | | | 004207601 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC048425945 (AOS) | 08/01/2020 | 08/01/2021 | X PER STATUTE OTH-ER | |
| B | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N/A | | WC048425946 (FL) | 08/01/2020 | 08/01/2021 | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |
| D | Env Site Liab | | | ENVP000026420 Claims Made | 08/01/2020 | 08/01/2021 | Onsite Clean up Pre-<br>Onsite Clean up New<br>Offsite Clean up Pr | $10,000,000<br>$10,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of Insurance

**CERTIFICATE HOLDER**

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier :

Certificate No : 570083354394

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10646024
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Southwest, Inc. | WCA Waste Corporation |
| POLICY NUMBER: See Certificate Number: 570083354394 | |
| CARRIER: See Certificate Number: 570083354394 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | WORKERS COMPENSATION | | | | | | | |
| C | | N/A | | WC048425947 (ND,OH,WA,WY) | 08/01/2020 | 08/01/2021 | | |
| | OTHER | | | | | | | |
| D | Env Site Liab | | | ENVP000026420 Claims Made | 08/01/2020 | 08/01/2021 | Offsite Clean up New | $10,000,000 |
| | | | | | | | | |
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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Corporation of Missouri, LLC

2 Business name/disregarded entity name, if different from above

WCA of Missouri, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

1330 Post Oak Blvd., 7th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77056

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 6 | – | 0 | 6 | 5 | 7 | 7 | 0 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

| | | | |
|---|---|---|---|
| Business name . : | WASTE CORPORATION OF MO LLC | | |
| Phone number . : | (417) 623-6620 | Ctl nbr . : | 3370 |
| Location addr . : | 3700 W 7TH ST | | |
| Lic Nbr/Class . : | 20 00012990 TRASH HAULER | | |
| Issue date . . : | 1/17/20 Expiration date . : | 12/31/20 | |

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

# Waste Corporation of Missouri - Joplin Transfer Station

**Permit Number:** 0409701
**Date Issued:**
**County:** Jasper
**Solid Waste Management District: M (../swmd/distm.htm)**
**DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)**

**Contact:**
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
**Phone:** 816-223-2870

**Owner:**
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
**Phone:** 816-223-2870

# OAK GROVE LANDFILL PERMITS

## 1150 E 700 AVE

## ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

**Active Municipal Partnerships**

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Baxter Springs
1445 Military Ave.
Baxter Springs, KS.
Mayor
620-856-2114
Customer since November, 2006

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241
Customer since July, 2016

**Additional references available upon request.**

Webb City
We Love It Here!
City of Webb City * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

**To:** **Whom it may concern**

**From:** **Carl Francis, City Administrator**

**Subject:** **Letter of Reference**

**Date:** **09/29/2020**

**The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.**

**I would not hesitate to recommend their services.**

**Sincerely;**

**Carl Francis**
**City Administrator**
**Webb City Missouri**

**BLAKE MILLER**
*MAYOR*

**BRAD HANGER**
*CHIEF OF POLICE*

# CITY OF MANSFIELD
**PO BOX 467**
**MANSFIELD MO 65704**

**TRACY DAVIS**
*CITY CLERK*

**WENDY HEYWOOD**
*COURT CLERK*

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

## Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

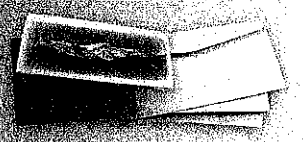
Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

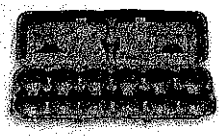
# Single-Stream Recycling Guide

Save and Post!

**You can now place all recyclables in one bin!**



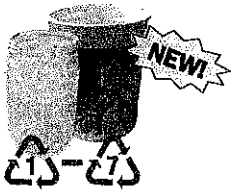
Opened mail & greeting cards



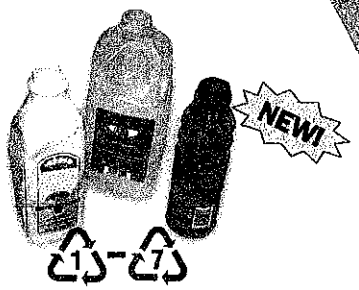
Paper egg cartons



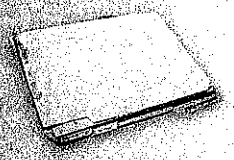
Paperboard boxes




#1-7 Plastic tubs & screw-top jars (no lids, no #7 PLA compostables, do not flatten)




#1-7 Plastic bottles & jugs (no lids, no #7 PLA compostables, do not flatten)



File folders



Blueprints



Cans (do not crush or flatten)



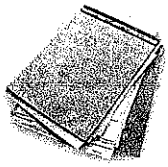
Pizza Box

**NO**

- plastic bags



Magazines, brochures & catalogs



White or pastel office paper



Clean, balled aluminum foil (2" or larger) and pie pans

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.

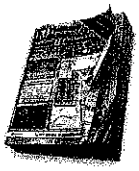
Empty and rinse all containers. Do not flatten containers.

**Please follow these guidelines carefully.**

- glass
- scrap metal
- Tyvek® envelopes
- plastic 6-pack holders
- needles or syringes
- paper ream wrappers
- 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-hazardous waste
- plastics other than those listed
- tissues, paper towels, napkins
- waxed paper or waxed cardboard



Newspapers & inserts (no bags)



Phone Books



Loose metal jar lids & steel bottle caps




Corrugated cardboard & paper bags



Paper milk/ juice cartons (no foil pouches, do not flatten)

- Styrofoam® or paper to-go containers




Paper-back books



Empty aerosol cans (no caps)



plastic bags

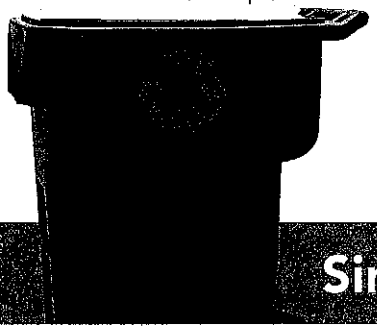





Styrofoam® & paper to-go boxes & cups



plastic caps



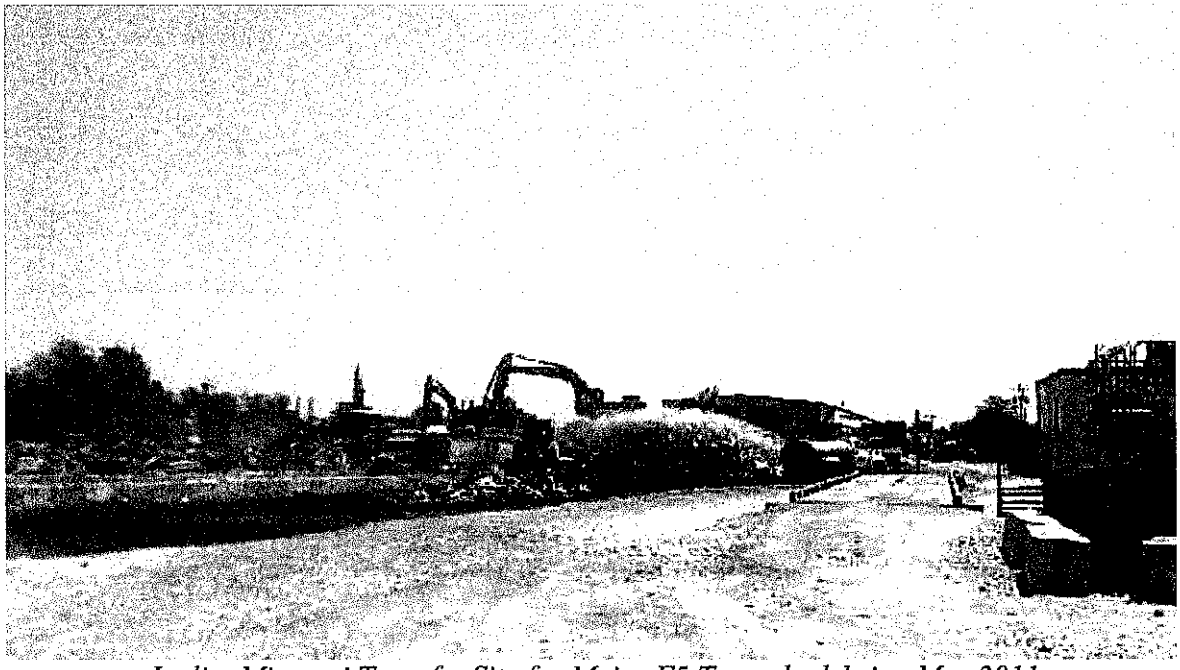
WCA

aim for zero waste

Single-Stream Recycling

**Joplin Missouri**
**May 23, 2011 Tornado Facts**

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.
- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.
- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.
- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.
- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.
- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.
- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



*Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011*

# NEW

**New residential curbside garbage collection services are beginning April 1st, 2021.**

Each household in Joplin is receiving one new trash cart and one new recycling cart, at no additional charge. Maintenance of the carts is also included.

## Curbside Collection Service Provider

City of Joplin has awarded the residential contract to

WCA

to service your area. For more information about WCA, visit *www.wcawaste.com.*

WCA

## Holiday Schedule

If a household's collection day falls on a holiday, collection will occur on the following business or next calendar day. For example, a household receiving Monday collection and Monday is a holiday, your collection day will be Tuesday. There will be no collection services on the following holidays:

- **Thanksgiving Day**
- **Christmas Day**
- **New Year's Day**

**Following a holiday, residents may dispose of excess trash in plastic bags outside of their trash cart on their next scheduled collection day. For example, a household receiving Monday garbage collection and Monday is a holiday, a resident may dispose of excess trash in plastic bags outside of their carts on Tuesday.**

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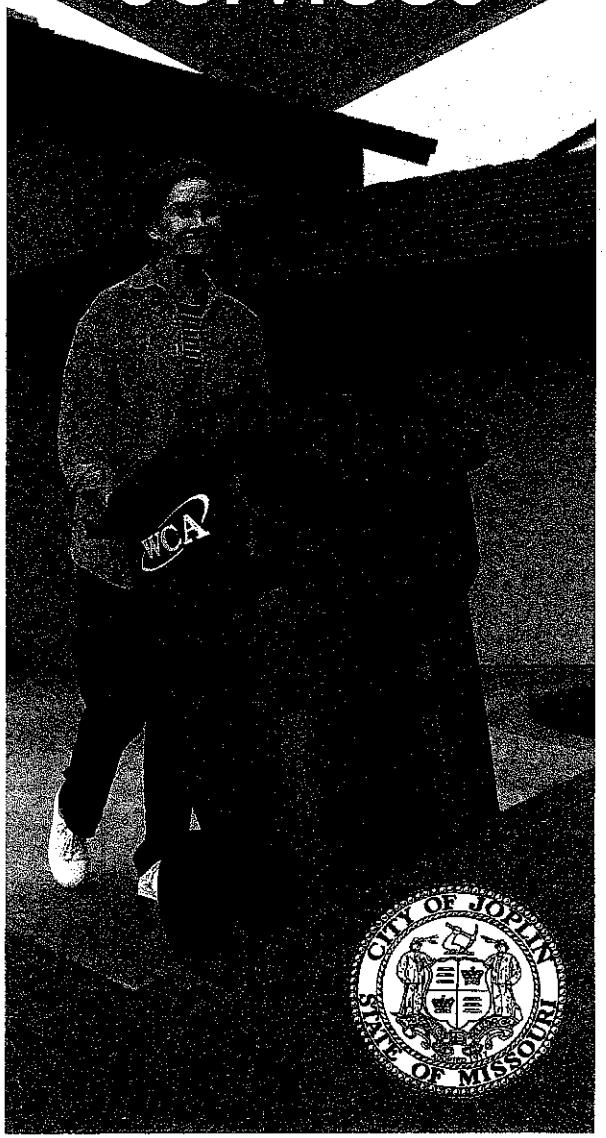
WCA Proudly Serving City of Joplin
602 S. Main
Joplin, MO 64801

*www.wcawaste.com*

Guide to City of Joplin

# Curbside Collection Services



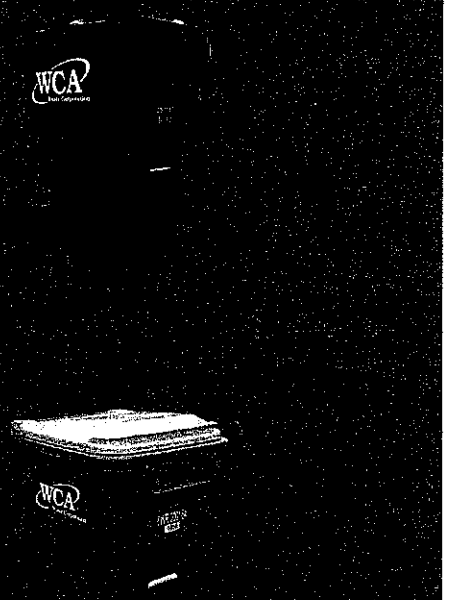
# New Household Garbage & Recycling Carts

The new household garbage and recycling carts are designed to easily be collected by automated collection vehicles. These vehicles use mechanical arms, operated by the driver in the cab of the truck, that grab, lift and empty the cart and return it to the ground.

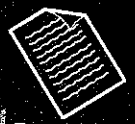
**Do NOT use the carts until the start of the program on April 1, 2021.**

**To help the collection stay on schedule, follow these simple steps:**

1. Place items at the curbside by 6 a.m. the day of the scheduled collection service.
2. Place the wheels of the carts toward the house and the arrow on the cart pointed toward the street.
3. Place the carts two (2) feet from one another and objects like mailboxes and parked vehicles.




# What can be recycled with this new program?



**Paper Products**

All paper/fiber products (junk mail, newspapers & magazines)
Corrugated cardboard
Boxboard cardboard



**Plastic Containers:**

All household plastic containers marked with the recycling symbol (with or without caps)



**Metal Containers:**

Aluminum containers
Steel cans
Tin cans



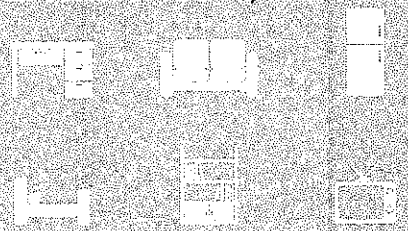
**No Glass Containers:**

All clear and colored glass (with or without lids)

**ITEMS NOT RECYCLABLE:** Styrofoam, batteries, light bulbs, plastic bags & items contaminated with food.

## Bulk Waste & White Goods

Large, bulky items such as a sofa or a range, can be placed at the curb for collection. Residents can also contact WCA at 800-747-7701 to schedule a pickup. Services will be performed on the regular scheduled service day.



Additional household garbage carts are available to residents. If residents are interested in purchasing additional garbage carts, please contact WCA to set up service at

# TAB 8

# CITY OF JOPLIN ADDENDUMS TO RFP #101-2020

**CITY OF JOPLIN**
**ADDENDUM NUMBER 1**

Issued to all Bid Document Holders of Record.

Date: August 17, 2020

Project Name: RFP for Residential Curbside Solid Waste and Recycling Collection Service

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Change Mandatory Pre-Proposal Date to Thursday, September 10, 2020.
2) Change Proposal Due Date to Friday, October 9, 2020.

David K Hertzberg

David Hertzberg P.E.
Public Works Director

8/17/2020
Date

***Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.***

**ACKNOWLEDGEMENT**
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray, Max Murray Date: October 9, 2020

**CITY OF JOPLIN**
**ADDENDUM NUMBER 2**

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Questions and Responses to questions arising from the September 10,2020 mandatory pre-bid meeting.

## NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

**QUESTIONS**

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, Friday, October 9, 2020**

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

**Owner Representative: David K. Hertzberg P.E. Email:** dhertzbe@joplinmo.org

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

Questions:

1. Have there been any additional Addendums / directions posted following the original release of the City RFP 101-2020?

   Yes, Addendum # 1 is posted on the City website, which changed the date of Proposal meeting and submission dates.

2. How many customers currently have a second trash cart being service at no additional cost?

   The current vendor estimates approximately 4,000 residents have one additional cart. They also estimate about 650 residents have two additional trash carts.

3. Can the City supply the average monthly number of tons of solid waste collected from City residents?

   From August 2019 to August 2020, an average of 1,703 tons per month of solid waste has been collected from city residents. In addition, an average of 35.5 tons per month of curbside recycling was collected

4. Is residential participation in the recycle program, currently 1,650 customers, growing, declining, or steady? Over the last year, recycling customers have varied from 1,600 to 1,650 per month as shown in the below table:

| october | november | december | january | february | march | april | may | june | july | august |
|---|---|---|---|---|---|---|---|---|---|---|
| 1600 | 1618 | 1604 | 1610 | 1639 | 1627 | 1640 | 1639 | 1630 | 1621 | 1613 |

5. Can the City provide the average monthly number of tons of recycle materials collected from City residents?

   See the response to #3.

6. Are current recycle participants notified from the Contractor as to non-conforming materials/contaminates placed in recycle carts?

   The contractor notifies the Recycling Coordinator of a service failure at an address. If non-conforming materials/contaminates are placed in recycling carts, the contents of the recycle bin will not be collected. If a location consistently places non-conforming materials in their recycling bin, the current trash provider is responsible for handling compliance with the resident. The City Recycling Coordinator shall be notified of contaminates left in recycling bins. The City of Joplin Recycling Coordinator is prepared to assist with site visits, hand out educational recycling materials, and contact residents about these failures as needed.

7. Is there a current program/process in place to advocate residential recycle participation?

   Yes, there was initial advertising as part of the current trash contract. The city launched a campaign to advertise curbside recycling when the program began; but is not actively advertising—except for educational material posted at the Drop-Off Recycling Center. The Recycling Division

will work with the awarded Trash Service provider to advertise and advocate for curbside recycling services. The City requires the provider to promote recycling in coordination with the Recycling Coordinator.

8. Are recycle carts containing contamination products left unserved at the curbside? Is the City designee notified of such service failures?

   See the response to #6.

9. Can the City clarify how much "bulky" waste the Contractor is expected to pick up curbside from residents each week? One item? Volume & type of material?

   This could include a couch, but not more than (1) cubic yd. in total as shown on page 7 of the RFP. Bulky Trash- limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

10. Can the City clarify how much yard waste, and type of yard waste, the Contractor is expected to pick up curbside from residents each week? Limit? Bags, etc.?

    As indicated in the RFP on pages 7-9. Definitions: (b) limbs are not to exceed 50 lbs.See item v) Yard or Vegetative Waste page I for types of yard waste. The expected amount is anything that is placed in the household's trash container/carts and up to 50 pounds of additional bundled materials (limbs).

11. Can the City once again verify the amount of "bad debt" generated from Customers not paying for provided trash service?

    As shown on page 16 of the RFP, bad debt for trash services has averaged 5% since January of 2013. However, the City makes no assurance that this will be the average in the future.

12. The City RFP states the Contractor is not allowed to suspend service on non-paying accounts, what is the expected/allowed recourse for Contractor to be compensated?

    As shown on page 16 of the RFP, contractor can take any legal action against a delinquent customer.

13. Clarification Bid Option #2; If the City chooses to accept a bid that has a combined service of trash removal and recycle collection combined under one price, our interpretation of the option is that all residents will pay the same price even if they should "opt out" of the recycle participation, is that the correct interruption?

    No. Everyone pays the same amount, unless they opt out and the recycling cart is removed. Item Two under Bid Option #2 is the bid price for those opting out of recycling.

14. Assuming the interpretation of Option #2 is correct, will the City participate in surveying the residential community to ascertain the number of residents interested in subscribing to a recycle program? Needless to say. All 17,500 residents will not participate and purchase of that quantity of recycle carts left unused would be financially foolish.

    The interpretation of Option #2 is not correct. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

15. If option #2, trash and recycle service, is chosen by the City, will the free City drop-off site continue to be open?

    Yes, there are items not on the curbside recycling list that can be dropped at the recycling center.

16. Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

    See the response to #6.

17. Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

    Section 1.3, #8 paragraph two states "The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents." A good faith attempt would include returning to pick up the customer's trash, but a contractor isn't expected to return and pick up trash from customers who repeatedly miss their scheduled trash pickup times.

18. Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were.

    Yes, one fine has been levied over the last four (4) years for not fixing damage at a citizen's home within a specified amount of time.

19. A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service?

    See the response to #2.

    B. Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well.

    Residents can request one extra cart at no additional charge. Any additional carts will be assessed a fee as covered on page 21 of the RFP. Both options specify a request for a bid price for the charge for additional carts.

    C. Is there a required size of container for recycling bin?

    The only requirement is to keep uniformity with the size of carts.

20. Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service?

    Under Option 2, residents will be able to opt out of recycling and the provider will pick up the recycling cart. The monthly fee for those residents opting out of recycling will be as set forth in Item 2 of Option 2.

21. Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in?

    See paragraph one on page 20 for submission format specifications that states CD-ROM or Thumb Drive.

**22.** We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor.

Current price for curbside trash pickup is $12.41 which includes $0.55 administration fee retained by the City for billing services. Current recycling rate is $4.95.

**23.** In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy.

Page 29 of the RFP has current commercial general liability insurance (A) amount for 2020 and automobile liability insurance (B). New amounts will not be published until 2021.

**24.** In the event of a natural disaster, how would the City handle bulk/yard waste debris? Is that expected to be picked up as part of the contract or would that be a separate contract?

If a federal disaster declaration is issued for a local weather event, the City of Joplin would issue separate contracts for disaster debris removal. The contractor is required to remove bulk/yard waste debris per the terms of the contract.

**25.** In the RFP it states the notice of award would be issued January 1, 2021. How soon after would a signed contract be executed?

Upon final approval of the contract, the contract will be signed by appropriate city staff.

**26.** In section 1.2 BACKGROUND: It states that approximately 17,500 Residential Units are serviced weekly with standard curbside garbage collection service. The standard service includes 1 – 95-gallon cart that is provided by the hauler. Here's some points for clarification:

Is the hauler only required to collect garbage that is contained inside the cart?

No, haulers are required to collect a) bulky trash, b) bundles, and v) yard or vegetative waste that could be deposited outside the cart. Haulers my occasionally be required to collect garbage bags stacked on or next to the cart.

**27.** If the hauler finds loose bags of garbage outside the cart will they be required to collect them? Or, would they tag the material, leave it, and report the excess to the City?

See response to #26. Haulers are required to collect garbage bags stacked on or next to the cart and report excess trash generating households to the City for education/consultation on the possible need for additional trash bins.

**28.** If residents place additional containers (purchased by the resident) at the curb filled with garbage is the hauler required to empty those containers? Or, do they tag the material, leave it, and report the excess to the City?

Haulers are required to empty those containers. Haulers should report households with more than two total trash containers to the City for education/consultation on the possible need to bill per contract for additional trash bins.

**29.** Currently there are 4000+ residents with extra Contractor carts. Does the City have an estimation of how many residents have their own carts or bags set out each week?

No. This varies by season, as well as some holidays may see an increase in trash generated.

**30.** Residents are currently able to order an unlimited number of additional carts for free. In BID OPTION ONE, it explains that the standard cart is included in the monthly rate and that the resident may order one additional cart for free. The third cart would come with an extra fee. To encourage recycling, and provide a more incentivized foundation for environmentally friendly behavior, would the City eliminate the free cart and allow the hauler to charge a fee for every additional cart?

No. The City bid request is to provide one standard cart and an additional cart at no cost by request. Any additional carts will be assessed the fee as set forth in item 3 of Option 1.

**31.** Given the high percentage of "Renter Occupied" homes in the City, and the excessive volumes of Bulk generated by evictions/move-outs, would the City allow the hauler to establish a 3-item limit for each collection? Any additional items could be delivered by the resident/landlord to the subsidized transfer station and/or they could pay an extra fee directly to the hauler.

See response to #9. Page 7 of the RFP states: a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected. If there is an unusual number of items, this should be reported to the Recycling Coordinator who will notify neighborhood improvement officers.

In section 1.3 REQUIREMENTS, here's some points for clarification:

**32.** The ANNUAL RATE ADJUSTMENT SCHEDULE does not allow adjustments in years 1 and 2 and it caps the adjustment at 2% for each of the remaining years. The annual rate of inflation reported by the Department of Labor's Consumer Pricing Index for Water and Sewer and Trash Collection over the past 3 years has been as follows: 2017 = 3.4%, 2018 = 3.5%, 2019 = 3.2%. The current language places an unfair burden on the hauler. To support and maintain the mutual benefit of the partnership, would the City agree to adjust rates annually based on this CPI index for Water, Sewer and Trash Collection?

No. The annual rate adjustment schedule is listed on page 16, item 11 of the RFP. Proposers need to take this information into account when bidding.

**33.** In addition to BID OPTION ONE and BID OPTION TWO, can the bidder also provide an Alternate Proposal that presents additional savings for the residents?

No. The RFP only requests responses to Bid option 1 and 2 without any requests for alternates.

**34.** What numbers of residents, carts, recycle participants, etc. will be used in deciding lowest bidder? In other words, in BID OPTION ONE, if the hypothetical monthly price for ITEM ONE is $25, and the price for ITEM TWO is $30, and the

price for ITEM THREE is $15 would the total bid price = $70? Or would you multiply the price for each ITEM by the number of homes participating in each ITEM, then calculate an annual total? If so, to provide an "apples to apples" comparison, what number of participants should bidders use in the cost calculations for each ITEM?

Please see Addendum #3 for clarification on the bid selection process.

***Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:***

**BID OPTION ONE:**

| DESCRIPTION | AVERAGE MONTHLY UNIT (A) | BID PRICE PER MONTH (B) | TOTAL AVERAGE PRICE PER MONTH |
|---|---|---|---|
| Item One-Trash Service | 17,500 | Bid Price Submitted | (A) X (B) |
| Item Two-Recycling Service | 1,650 | Bid Price Submitted | (A) X (B) |
| Item Three-Addtl Carts | 650 | Bid Price Submitted | (A) X (B) |
| Total Average Monthly Bid Price | | | Total Item One through Three |

**BID OPTION TWO:**

| DESCRIPTION | AVERAGE MONTHLY UNIT (A) | BID PRICE PER MONTH (B) | TOTAL AVERAGE PRICE PER MONTH |
|---|---|---|---|
| Item One-Trash Service and Curbside Recycling Cart | 1,650 | Bid Price Submitted | (A) X (B) |
| Item Two-Opt Out of Recycling Cart | 17,500 | Bid Price Submitted | (A) X (B) |
| Item Three-Addtl Carts | 650 | Bid Price Submitted | (A) X (B) |
| Total Average Monthly Bid Price | | | Total Item One through Three |

***Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.***

***These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.***

**35.** In Section 3.4 Criteria for Award states the contract will be awarded to the lowest bidder and best bidder. What does the City consider as the best bidder if criteria for award is 100% cost and must merely meet the mandatory requirements? Would the City consider a certain percentage to be assigned to the "best" bidder?

This is a lowest price bid. If two proposers provide equally priced bids, the City may use the mandatory requirement information to select an overall best bidder.

36. Under definitions a) Bulky Trash it states there shall be no weight limit for any item of Bulky Trash. To support the safety of our employees, would the City consider a 50 lb. maximum for each bag, bundle, or bulky item?

    See the response to #9 and #31. a) Bulky Trash – limits the quantity to no more than one cubic yard per week, but there is no limit to the number of items or weight of the items to be collected.

37. Currently the City program is considered "take all". Can the City provide to the bidders the monthly tonnages of solid waste over the past two years?

    See the response to #3 and #5.

38. Due to Covid-19, cities across the nation have seen a significant rise in tonnages upwards of 30%. Will the City consider an adjustment if there is an increase in the tonnages over the first year of the new contract in comparison to the past year?

    No, the term of the contract is 5 years. The contractor assumes the responsibility for any tonnage increases caused by future events during the life of the contract other than as outlined in response #24 due to a weather-related federal disaster declaration.

39. The City currently subsidizes a drop off location (transfer station) for delivery of bulky trash and yard waste and a leaf program. Would the city consider eliminating the yard waste and/or bulky trash from the weekly trash service in order to provide cart contents only to maximize efficiencies and reduce the carbon footprint?

    No, the City intends to continue providing weekly curbside pick-up of bulky trash and yard waste.

40. On page 14, it describes the requirement for monthly reporting of the quantities of each material recycled. Because the materials are collected as "Single Stream" (all mixed together) and are delivered to a third party recycle processor where they are combined with materials from other cities, it is impossible to provide an exact number for each material. Would the city consider changing this to just the total monthly quantity of Single-Stream tons collected? Or, would the City accept the processors average tons for each material for all materials entering their facility? Another option would be to use an average "Composite Ton" breakdown that could be established on an annual basis and used to estimate volumes each month. (This is currently the most widely accepted method)

    The Proposer should inform the city in their Proposal of how they are able to provide this information. The city wants to provide the best quantitative and environmentally service possible. Single stream tones collected will be allowed.

    On page 15, it is required to have the name and phone number on equipment. Would the City consider name only on the carts provided, supervisor trucks and maintenance vehicles?
    Containers must display the company's name and phone number.

41. Under Section 9 titled Quality of performance of contractor would the City consider adding language to entire section in the event weather prevents contractor from performing?

    As included on page 20 (B)(d) of the RFP, the Proposer should include their plan in the bid package as part of the qualifications.

42. In Section 10 Billing and Collection the City will provide certain reports. Due to the number of residents, would the City consider a report showing only residents with a past due balance? Will the City provide the hauler with the name and phone number of those residents past due so hauler may attempt to make the collection?

    As shown in Section 10 of the RFP, the city is only able to generate the monthly reports shown. The receivables schedule reports those residents with past due balances only. The name, address, and phone number are included. However, the City receives billing information from the Water Company and phone numbers are not always available or accurate.

43. What currently is the process for the City to attempt to collect past due bills?

    The City's only recourse to collect past due bills is to shut off water for non-payment of sewer charges. We have no ability to shut off water for non-payment of trash charges. With that said, when a customer is shut off for non-payment of sewer charges, we also collect the trash past due balance before reconnecting the water service.

44. Will the City allow one copy of the financial statement or a summary of the statement in the proposal?

    As shown on page 18 2.8(b) of the RFP, any such requested information submitted must be included within each copy/volume.

45. Currently, residents do not pay for additional carts. How will the City notify the hauler if a resident move/relocates and is no longer being charged for an additional cart so Contractor can remove the additional cart? Will the contractor be required to notify the city of additional cart charges or will the resident contact the City when they require an additional cart?

    This item will work just as the optional recycling service works. Residents would sign up for the additional cart or recycling services with the trash provider. The resident would also stop recycling or the additional cart with the trash provider. The trash provider provides the City Finance Department with a weekly list for us to process the billing accurately. The City Finance Department provides the trash provider with a weekly listing of all closed accounts, which would signal the trash provider to pick up the additional cart or the recycling cart.

46. Would the City of Joplin provide a phone number listing of all residents in order for Contractor to do automated calls as reminders for holiday pickups or weather related, delays?

    Residents do not sign up for services with the City. We receive that information from the Water Company. As a result, phone numbers are limited and may not be accurate.

47. Given the high percentage of renter occupied properties how will the City propose to handle missing carts or relocated carts to new addresses? Would the

City consider allowing a delivery fee or removal fee once initial deliveries are completed?

As shown on page 12 (4) of the RFP, all costs for all containers/carts shall be included in the monthly fee quoted by the proponent in the schedule of fees and expenses. Stolen or damaged carts should be replaced at no cost to the citizen.

BID OPTION ONE – Subscription Recycling Requirement Clarifications:

**48.** Haulers are required to provide recycle collection on the same day as garbage collection. With less than 10% of the community currently participating in subscription recycling, approximately 1700 service points are spread across 5 route-days each week. This imposes an unreasonable financial burden to the hauler and inefficiently extends the number of hours the truck operates each day. To improve the mutual benefit of the program, would the City consider the following?

a. To reduce the City's carbon footprint and support the sustainability of the program, would the City consider allowing recyclables to be collected on a different day? This would enable the hauler to build the most efficient and cost-effective routing strategy.

b. If haulers are not granted the ability to reroute the recyclables to different days, would the City support a guaranteed minimum number of participants? If less than 750 residents signed up for any of the 5 route-days, the City would pay the difference.

c. To further reduce the carbon footprint of the recycling program, and to provide residents with the lowest costs, would the City consider a collection schedule that would occur on an every-other-week basis? Currently, this approach is successfully utilized in major cities throughout the country.

The City will only consider proposals based on the specifications listed in RFP# 101-2020.

**49.** Contamination is a serious issue when dealing with recyclables. How does the City wish the hauler to handle contamination as many times loads can be refused by the recycle processor? Would the City reimburse the hauler for contamination fees imposed by the recycle processor? Or, would the City consider a program where the City pays the processor directly for all recycle processing costs? This would provide more incentive to the City to drive participation and see a financial benefit for their progress.

See response to #6. The City will not reimburse contamination fees or pay for processing costs. The City will only consider proposals based on the specifications listed in RFP # 101-2020.

BID OPTION TWO – City-Wide Recycling Requirement Clarifications

**50.** It appears the intent of the City-Wide program is to support the environmental sustainability and greater good of the community, by requiring every resident to pay for recycling regardless of whether, or not, they choose to participate. Like

many government services i.e., schools, public safety, etc., this spreads the total cost of the program over the entire community which minimizes the cost for each resident. Is this an accurate interpretation?

No, this is not an accurate interpretation. See responses to #13, #14, and #20.

**51.** To further reduce costs to the residents, would the City consider a more exclusive cart delivery strategy? The most efficient, and mutually beneficial plan would be to promote the new program to the community and encourage them to call-in and express their interest in participating. Though every resident will continue to pay for the service, the hauler would only deliver carts where they are invited. This would support a smoother implementation while minimizing the cost to the community. If the hauler delivers 17,500 recycle carts to every home (over $1 million investment) but only 30% of homes use the cart, a significant amount of time and money would be wasted. This would also eliminate the need for ITEM TWO and the costly retrieval of the large number of homes not wanting to participate.

See the response to #14. If bid option #2 is chosen, the City will attempt to have residents choose prior to the delivery of the initial round of recycling carts.

**52.** Due to the significance of the questions asked by the bidders, would the City consider allowing additional questions once the City answers the questions provided?

No. The questions received are extensive and the responses allow vendors to respond accurately.

**53.** Because the actual options for bid are not clear, would the City consider delaying the bid due date in order to have bidders review the Cities responses, possibly have more questions from those answers and need adequate time to prepare the proposal documents and costs for such services?

No. Please comply dates as per RFP.

**54.** Referencing Section 1.3 2f in Scope of Work. What is the policy on Continued Contamination in customers recycling? Do we continue to service them if contaminated?

See the response to #6.

**55.** Referencing Section 1.3 #8 in Scope of Work. Our company utilizes tablet technology for our routes that allows us to take pictures when customers trash is not out. If this is provided to the city as part of the reporting, do we still have to go back and get the customer?

See response to #17.

**56.** Referencing Section 1.3 #9 in Scope of Work. Has there been a history of any penalties/fines being leveled on any previous haulers? We would like to request a copy of them if there were. See response to #18.

**a.** A. Referencing Section 3.0 C1 in Scope of Work. How many 2nd carts are out currently for Trash and Recycling Service? See response to #2.

**b.** Would it be allowed to cap the 'extra carts' at Two (2), Three (3) or more charge fee? This would promote the recycling option as well. See response to #19b(b).

**57.** Is there a required size of container for recycling bin? See response to #19(c).

**58.** Under exhibit B, section C, Bid Option 2: Will the customer be able to 'opt out' of recycling service? Yes, see responses to #13, #14 and #20.

**59.** Exhibit B, section 3.0 (Submissions of Proposals): Requirement of an electronic copy: In what format does the electronic copy need to be submitted in? See response to #21.

**60.** We would like to request a copy of the current City Contract w/ current pricing structure paid to contractor. See response to #22.

**61.** In reference to Standard Terms & Conditions, section B. Insurance web link for Section 537.610RSMO will not open. Please provide electronic copy. See response to #23.

**62.** Who is the current hauler and what is the current breakdown of rates for residential garbage, recycling, bulk waste and yard waste collections, respectively?

See response to #22. Current trash provider is Republic Services.

**63.** Please confirm whether the yard waste and trash mix inside the cart.

Yes. See response to #27.

**64.** What is your policy on recycling? How do you handle it? Do you pick it up more than once and the container situation?

Currently, recycling is picked up the same day as the trash in a separate container that is marked differently than trash.

**65.** On Page 12 item 4. The last statement is that no bag trash is allowed. Are we talking that everything must be in the cart of biodegradable bags?

The City's intention of this statement is that the proponent must provide carts as a part of the contract. See response to #27.

**66.** On item 5 the Valet service. How many residents?

Currently, we have 827 residents needing valet service.

**67.** Are the collection routs on the web site up to date and accurate?

We will provide a map with addendum # 2.

**68.** Does the city have a preference as to if the carts are 95 gallon or 65 gallon?

See the response to #19b (b).

**69.** Does the proposal need to be spiral bound or 3 ring?

The responses should be bound so nothing is loose.

**70.** Can they be double sided or does it matter?

It doesn't matter, but each section needs to have separation.

**71.** What about the financial statement? I know it was an issue last time. Do you need it for every single property as some of them are rather big, or would it be ok to present one of the financial statements?

See response to #45

**72.** Can there be an Option #3 as part of their Bid Option.

No. The only two Options are Option #1 & Option #2.

***Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.***

**ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 25, 2020

David K. Hertzberg, PE
Director of Public Works

9/25/2020
Date

## City of Joplin Residential Trash Collection Map

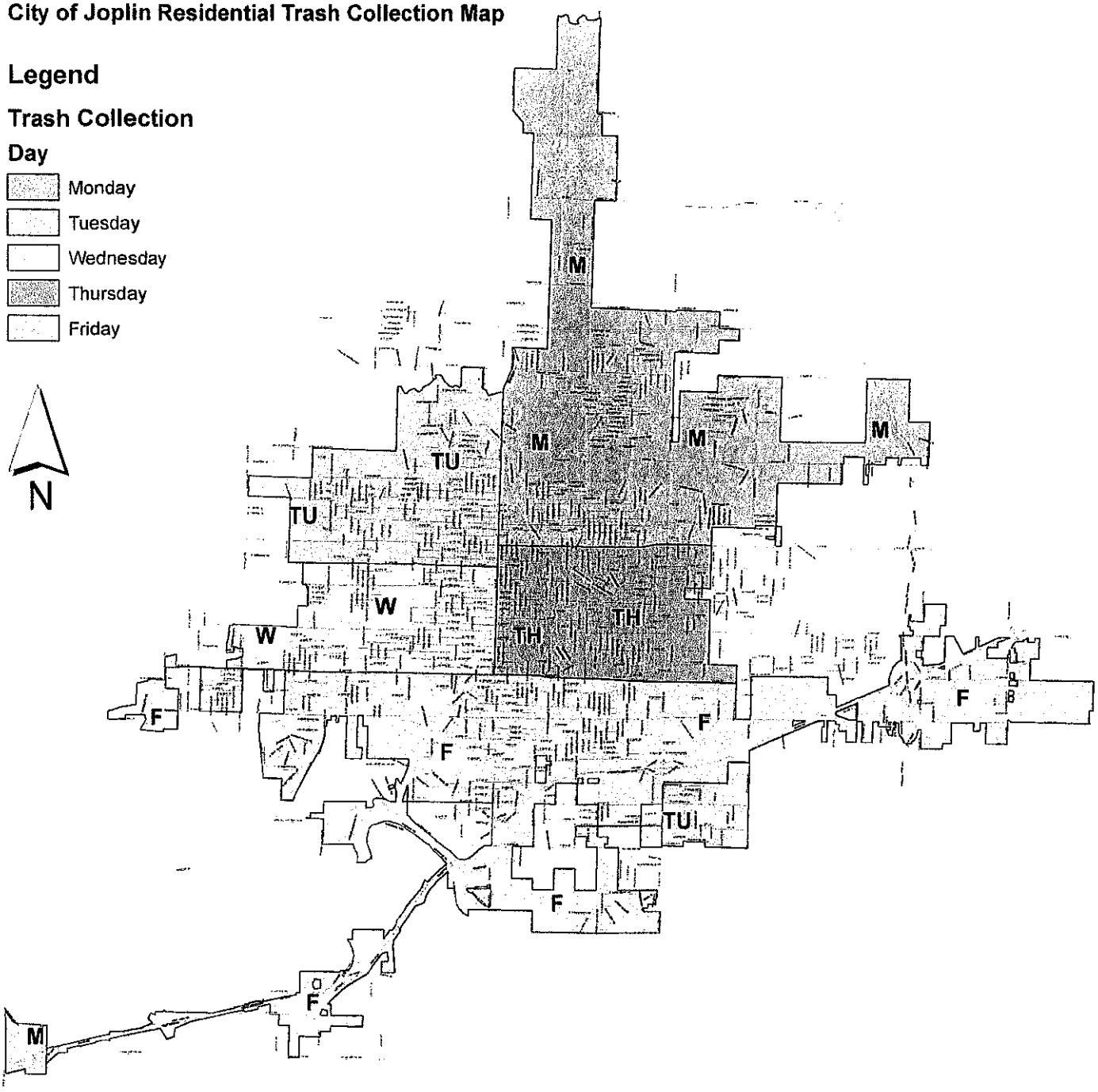


Exhibit B

**CITY OF JOPLIN**
**ADDENDUM NUMBER 3**

Issued to all Bid Document Holders of Record.

Date: September 25, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Bid Selection Clarification .

## NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

**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, Friday, October 9, 2020**

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

**Owner Representative: David K. Hertzberg P.E.** **Email:** dhertzbe@joplinmo.org

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

**C. OFFER AND SCHEDULE OF FEES AND EXPENSES**

The City seeks costs for two separate bid options as outlined below and will select from one of the options for the next five-year contract period. The proponent has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, herby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporate herein, as follows:

**BID OPTION ONE:**

Bid option one provides residential trash service for all Joplin residences for one specified fee, with optional curbside recycling upon request for an additional fee. Proponent will provide solid waste collection and disposal to all Joplin residents by providing residents with one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. Residents will be assessed a per cart fee for each additional cart requested after two carts per residence.

**1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

**ITEM ONE:** Residents shall be provided one solid waste cart at no cost, as well as one additional solid waste cart at no cost upon request. 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 fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

**ITEM TWO:** Residents that elect curbside recycling for an additional fee, shall be provided one recycling cart. Provide for the collection and recycling of all residential curbside recycling materials as set for the in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 5.25 PER MONTH PER RESIDENTIAL UNIT

**ITEM THREE:** Residents requesting more than two solid waste carts, shall be provided one solid waste cart for an additional fee per cart other then in those circumstances described in this RFP. Proponent's proposal per cart fee for any additional solid waste carts per household, if household requests more then two solid waste carts:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

**BID OPTION TWO:**

Bid option two provides residential trash service for all Joplin residences, as well as the option for curbside recycling in a more direct manner. This bid option will provide one solid waste cart and one curbside recycling cart per residence for one specified fee. Residents will have the option to opt out of curbside recycling at any point by contacting the Proponent. Proponent will provide solid waste collection to all Joplin residents and collection of curbside recycling for all residents not electing to opt out of the service by providing residents with one solid waste cart at no cost, as well as one recycling cart at no cost. Residents will be assessed a per cart fee for each additional cart requested, no matter the type of cart.

**2) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:**

**ITEM ONE:** Residents shall be provided one solid waste cart and one curbside recycling cart at no cost. Provide for the collection and disposal of all residential solid waste, as well as the collection and recycling of residential

curbside recycling materials for those residents not electing to opt out of the service as set forth in the Scope of Work as described in the Proponent's proposal for a total fee of:

$ 16.25 PER MONTH PER RESIDENTIAL UNIT

**ITEM TWO:** For those residents that elect to opt out of curbside recycling, Proponent will collect the curbside recycling cart from the residence. 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 fee of:

$ 11.38 PER MONTH PER RESIDENTIAL UNIT

**ITEM THREE:** Residents requesting additional solid waste or recycling carts, shall be provided an additional cart of either type for an additional fee per cart other then in those circumstances described in the RFP. Proponent's proposal per cart fee for any additional cart per household:

$ 5.00 PER MONTH PER RESIDENTIAL UNIT

***Bid selection will be based on the lowest overall TOTAL average monthly bid utilizing the following table:***

**BID OPTION ONE:**

| DESCRIPTION | AVERAGE MONTHLY UNIT (A) | BID PRICE PER MONTH (B) | TOTAL AVERAGE PRICE PER MONTH |
|---|---|---|---|
| Item One-Trash Service | 17,500 | Bid Price Submitted | (A) X (B) |
| Item Two-Recycling Service | 1,650 | Bid Price Submitted | (A) X (B) |
| Item Three-Addtl Carts | 650 | Bid Price Submitted | (A) X (B) |
| Total Average Monthly Bid Price | | | Total Item One through Three |

**BID OPTION TWO*:**

| DESCRIPTION | AVERAGE MONTHLY UNIT (A) | BID PRICE PER MONTH (B) | TOTAL AVERAGE PRICE PER MONTH |
|---|---|---|---|
| Item One-Trash Service and Curbside Recycling Cart | 17,500 | Bid Price Submitted | (A) X (B) |
| Item Two-Opt Out of Recycling Cart | 3,300 | Bid Price Submitted | (A) X (B) |
| Item Three-Addtl Carts | 650 | Bid Price Submitted | (A) X (B) |
| Total Average Monthly Bid Price | | | Total Item One through Three |

****Bid Option Two-Contractor could deliver up to 17,500 recycling carts, in addition to the solid waste cart, to all residential users and then remove the recycling carts for those households opting out of this service. It is unknown how many residents will opt out of the recycling service.***

Exhibit B

***Any inflationary adjustments will be added in future years to arrive at a total average monthly bid over the five-year contract period. If minimum qualifications are met, bid will be awarded based on the lowest five-year total average monthly bid depending upon the bid option chosen.***

***These average monthly units are estimates only to be used for calculating a total bid cost. Actual service units will vary from these estimates.***

David K. Hertzberg, PE
Director of Public Works

Date 9/28/2020

***Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.***

**ACKNOWLEDGEMENT**
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 28, 2020

**CITY OF JOPLIN**
**ADDENDUM NUMBER 4**

Issued to all Bid Document Holders of Record.

Date: September 30, 2020

Project Name: RFP – Residential Curbside Solid Waste & recycling Collection System

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) Clarification of Addendum 3

1. In "Bid Option 2" it shows that each of the 17,500 homes will use a cart for trash but it also states that the hauler "could deliver up to 17,500 recycle carts". It was our understanding from Addendum 2 that there would be a sign-up period prior to the April 1st start date. Our interpretation is that the City will invite residents to participate in recycling, and based on their response, provide the hauler a list of participants who have chosen to receive a cart. Is this true or are we required to deliver a cart to every home then adjust the number downward as residents express their choice to "Opt Out"? **Bidders should anticipate delivering 17,500 recycle carts and trash carts to all residents, even though the City will try to determine a more precise number there is no guarantee that will occur.**
2. For residents who "Opt Out", would they then move forward with only 1 trash cart and pay a fee for all additional carts if needed? In other words, "Item Two" would only cover 1 cart and "Item Three" would cover each additional cart? **No, for those residents that opt out, they would still be able to get two free trash carts and pay for any additional carts after the first two.**
3. It appears that the only difference between "Bid Option One" and "Bid Option Two" is that "Bid Option One" has up to 2 carts for trash and Bid Option 2 has only 1 cart for trash and one cart for recycling. Both options would give residents the choice to participate or not participate in recycling. Is this correct? **No. Bid Option 2 still includes two free trash carts.**
4. There is a significant difference in the number of carts and trucks needed to service the 1,650 recycle participants currently receiving service, and the 14,500 that the City is projecting will want to pay extra for the service. It could amount to over $1,000,000 in additional capital costs. This is an unusual and risky requirement for the bidders with no guarantee that all 14,500 will participate. To reduce the financial risk of the City's numbers being wrong, and to minimize the cost to the residents, would the City consider eliminating any requirement to deliver recycle carts to homes that have not confirmed their choice to participate? Otherwise, we would need a guaranteed number of participants (amount of revenue) to insure that we are receiving an acceptable return on our capital investment. Or, would the City consider purchasing the recycle carts? No, the RFP is requesting a price for the trash company to deliver both carts to all

residents and then remove them for those residents that opt out. Please bid accordingly as stated in the RFP.

5. Currently carts being used for the Joplin contract do not contain phone numbers. The bid specs include outdated language that requires haulers to attach phone numbers to their carts. With modern advancements in technology, companies are easy to find. Can this requirement be eliminated? Answered in Addendum #2.
6. Could contractor provide one electronic copy of their financial statement in their package rather than 6 printed copies with several hundred pages? Answered in Addendum #2.
7. Because of the questions arising from the interpreted changes in the bid specs, and the fact that the actual bid options/intent has changed, would the City postpone the due date for two weeks? Bid due date is not changing.

David K. Hertzberg, PE
Director of Public Works

Date 9/30/2020

***Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.***

**ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray

Date: September 30, 2020

**COUNCIL BILL NO. 2020-176** **ORDINANCE NO**

AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC. (WCA) to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Whereas, since April 1, 2016 the City of Joplin has managed residential trash service through an exclusive franchise agreement and said agreement expires on March 31, 2021.

Whereas, the City of Joplin accepted three competitive, sealed Proposals (RFP-101-2020) on October 9, 2020 for residential trash and recycling services.

Whereas, the City's FY 2020-2021 budget provides for "sanitation charges" and "residential trash administration" and the FY 2021-2022 budget will provide for the same.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted collection and disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL 2020-176**

I hereby certify that a sufficient amount is available in the solid waste fund for the sanitation charges and residential trash administration to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

**CDBG RECIPIENT AGREEMENT**
**BETWEEN**

**THE CITY OF JOPLIN**
**AND**

**ECONOMIC SECURITY CORPORATION**

**FOR**
**2020 CDBG PROGRAM YEAR**

THIS AGREEMENT, entered this ___ day of _____, 2020 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

## I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2020 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

**General Administration**

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

| Staff Member & Title | General Program Duties | Time Allocation |
|---|---|---|
| Tammy Walker | Oversight and Reporting | N/A |
| Shonna Greninger | Housing Resource Coordinator | |
| Jennifer Graham | Housing Case Manager | |

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2020 and end on the 31st day of December of 2021.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

## III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

| Grantee | Recipient |
|---|---|
| Name: Troy Bolander | Name: John Joines |
| Title: Director of Planning, Development And Neighborhood Services | Title: Chief Executive Officer |
| Grantee: City of Joplin | Recipient: Economic Security Corporation |
| 602 S. Main Street | 302 S Joplin |
| Joplin, Missouri 64801 | Joplin, Missouri 64801 |
| Phone: (417) 624-0820 | Phone: 417 782-4453 |
| Fax: 1-417-625-4738 | Fax: 417-7825-1690 |

## VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

## VII. GENERAL CONDITIONS

*The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.*

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply

with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

### B. Affirmative Action

#### 1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing

within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2020

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

*[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

STATE OF _____ )
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Council Bill 2020-407 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

**ORIGINATING DEPARTMENT:**
Planning, Development, and Neighborhood Services

**MEETING DATE;**
November 16, 2020

**REVIEWED BY;**
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nick Edwards.

**SUMMARY;**
The following agreement is between the City of Joplin and Economic Security Corporation for 2020 Community Development Block Grant funds.

**BACKGROUND;**
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

**FUNDING SOURCE**
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B20MC290008.

**RECOMMENDATION**
These activities have received prior approval from the Council as part of the 2020 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

**ATTACHMENTS**
CB 2020-407, Coordinated Entry Agreement

COUNCIL BILL NO. 2020-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2020 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

**CDBG RECIPIENT AGREEMENT**
**BETWEEN**

**THE CITY OF JOPLIN**
**AND**

**HOMELESS COALITION**

**FOR**
**2020 CDBG PROGRAM YEAR**

THIS AGREEMENT, entered this ___ day of _____, 2020 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

## I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2020 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

**General Administration**

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

| Staff Member & Title | General Program Duties | Time Allocation |
|---|---|---|
| Robin Smith | Chair | N/A |

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2020 and end on the 31st day of December of 2021.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

## III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

| Grantee | Recipient |
|---|---|
| Name: Troy Bolander | Name: Robin Smith |
| Title: Director of Planning, Development And Neighborhood Services | Title: Chair |
| Grantee: City of Joplin | Recipient: Homeless Coalition |
| 602 S. Main Street | 1027 S. Main Street, Suite 7 |
| Joplin, Missouri 64801 | Joplin, Missouri 64801 |
| Phone: (417) 624-0820 | Phone: 417 782-4453 |
| Fax: 1-417-625-4738 | Fax: 417-7825-1690 |

## VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

## VII. GENERAL CONDITIONS

*The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.*

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

### B. Affirmative Action

#### 1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

## XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2020

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

*[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]*

STATE OF _____ )
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is ____ Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-408 – approving a public service agreement to fund the Homeless Management Information System

**MEETING DATE**
November 16, 2020

**REVIEWED BY**
Director of Planning, Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Nick Edwards

**SUMMARY**
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2020 Community Development Block Grant funds.

**BACKGROUND**
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

**FUNDING SOURCE**
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B20MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2020 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

**ATTACHMENTS**
CB 2020-408; CB 2020-408 Agreement

COUNCIL BILL NO. 2020-408 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2020 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2020 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2020 by and between the City of Joplin, Missouri (hereinafter "City"), and Stealth Agency, LLC, a Missouri Limited Liability Company, d/b/a Stealth Creative (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City's Convention and Visitors Bureau; and

WHEREAS, Contractor desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is effective from October 19, 2020 through October 18, 2023, unless terminated as provided herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services: Request for Bid Proposal Package #2020-RFP-05 for Joplin CVB Print & Digital Media Buyer, attached hereto and incorporated by reference as Exhibit A. Contractor's bid is also attached hereto and incorporated by reference as Exhibit B.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing services as follows: Approved print purchases will be charged to the client to yield 12% commission to Contractor and digital and/or social media will be charged to client to yield a 20% commission to Contractor. For example, if the net print media buy is $1,000, Contractor shall be paid a fee of $136.36. No expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by City, unless approved by City in writing. Contractor will submit a monthly invoice that City shall pay within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal

Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

9. Choice of Law and Venue. 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.

10. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

11. 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.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. 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.

14. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

15. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

16. 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.

17. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

18. 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 effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

20. Waiver. 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.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR CONTRACTOR

BY: _____
By:
Its: authorized signatory

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

COUNCIL BILL NO. 2020-612 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement governing cooperation between the Stealth Creative, LLC and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, 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 upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney




# REQUEST FOR BID PROPOSAL PACKAGE

## #2020-RFP-05

for

## *JOPLIN CVB*
## *PRINT & DIGITAL MEDIA BUYER*

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

# NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Thursday, July 09, 2020 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

**Print and Digital Media Buyer for Tourism Marketing**
**for the Joplin Convention & Visitors Bureau**
**annual marketing strategy (FY2021-2023).**

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again later. 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 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.

Leslie Haase, CPA
Finance Director

***Publication Date: Wednesday, June 10, 2020***

# JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

**Project Description:**

Joplin Convention & Visitors Bureau (JCVB) is seeking a Print and Digital Media BUYER to develop a print and digital media strategy for reaching the travel industry segments of Travel & Leisure, Group Travel, Religious Meetings and Small Meetings for the fiscal years 2021 through 2023, which run November thru October.

The JCVB Print and Digital Media Strategy will be for National and Regional marketing of Joplin, Missouri as a destination. Projected annual print and digital media budget over the life of this agreement is $100,000(+/-) per year.

To assure timeliness in meeting deadlines, the Print and Digital Media Strategy must include, but is not limited to, publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size and campaign/theme. JCVB will have final approval on the Plan's rates, placement and content.

BUYER will place and track ad fulfillment, plus provide invoice auditing, reconciliation and payment.

BUYER will manage advanced marketing on social media accounts (boosting, placing and targeting), to include confines of the State Grant agreements.

BUYER will provide social media, SEO and SEM strategy and analytics.

BUYER will manage the media strategy through to the final insertion.

JCVB will have a series of ads designed within a campaign theme. Our designer will need proper time to prepare the artwork to meet each publication's specifications. BUYER will develop a production timeline.

Invoicing between BUYER and JCVB must be made separately for each purchase during the month of publication. Invoice must clearly show ad cost and buyers percentage. For placement verification a tear-sheet must accompany invoice.

BUYER will also negotiate added value and editorial packages.

**Pricing Scenario**

**Please complete and include this price sheet with your sealed bid**.

Price per ad _____% (percentage of each ad placement)

Agency name: _____

**Proposal Requests (50 point selection):**

Please submit the following:

1. Buyer's percentage on placement or hourly rate, as applicable (20 points)
2. Buyer's experience within the travel industry (10 points)
3. Buyer's experience with digital marketing (10 points)
4. References from within the travel industry (5 points)
5. Buyer's strength in tourism market research and analytics (5 points)

# INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to CONTRACT the following service:

## JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

***MARK BID ENVELOPES: "BID 2020-RFP-05, JOPLIN CONVENTION & VISITOR'S BUREAU PRINT & DIGITAL MEDIA BUYER, BY NOON, THURSDAY, JULY 09, 2020"***

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phone 417.625.4789.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**:

Council Bill No. 2020-612. This Council Bill approves the agreement between Stealth Creative, LLC and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2023 fiscal year.

**MEETING DATE**:

Monday, November 16, 2020.

**ORIGINATING DEPARTMENT**:

Convention & Visitors Bureau.

**REVIEWED BY**:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST**:

A portion of the CVB's annual budget is dedicated for the placement of advertising, in both print and digital formats, to promote VisitJoplinMo.com and Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential tour and meeting planners whose events are a good match for Joplin.

**BACKGROUND**:

As a media buyer, Stealth Creative, LLC would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. Strategic planning, monitoring performance and market research are also part of the performance measures. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Following reviews of each bid package the CVB staff determined which presenters to conduct a Zoom meeting with to learn more of the marketing strategy and how compatible they fit. Four were selected. Each of these agencies were given the same set of questions and allowed 40-minutes to present, followed by 2-way Q&A. Following this process, Stealth Creative LLC was selected. CVB staff felt this relationship (local interest & creative support) would best serve the objective of promoting Joplin through the best means and market influence, to achieve the best ROI for the tourism dollars spent. Seven agencies in total bid on this service.

**FUNDING SOURCE**:

Advertising and Promotions is a dedicated portion of the CVB's annual budget.

**RECOMMENDATIONS**:

Convention & Visitors Bureau recommends Council pass this bill on first reading.

**ATTACHMENTS**:

Council Bill No. 2020-612
Media Buyer Agreement
Bid selection forms
RFP-2020-05

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** 2020-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

**BID OPENING DEADLINE:** July 17, 2020 **DEPARTMENT:** CVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** July 9, 2020, Noon

**OPENED BY:** Patrick Tuttle **WITNESSED BY:** Donna Miller

| | VENDOR / ADDRESS | DATE RECEIVED | CONTACT / EMAIL | PHONE NUMBER / WEBSITE | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 1 | **Fullmoon Digital, Inc.**<br>1518 River Wood Ct<br>Simi Valley, CA 93063 | July 6, 2020 | Derek Chew<br>derek@fullmoondigital.com | 818.646.7007<br>https://fullmoondigital.com | | N/A Hourly |
| | EXAMPLE: Rates were confusing and too high. Not selcted for interview. No tourism references. | | | | | |
| 2 | **Bandwagon**<br>612 Gravier Street<br>New Orleans, LA 70130 | July 6, 2020 | Cory Cart, APR<br>cory@yourbandwagon.com | 504.635.3800 x110<br>https://yourbandwagon.com/ | | 11% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Requires CVB to use their marketing research platform. Focused was on tourism but felt CVB would lose creative control. | | | | | |
| 3 | **Lundmark**<br>2345 Grand Blvd.<br>Kansas City, MO 64108 | July 6, 2020 | Russel Sypowicz<br>russell@lundmarkadv.com | 816.842.5236<br>https://lundmarkadvertising.com/ | | 12.50% |
| | EXAMPLE: Percentage was too high. Not selcted for interview. | | | | | |
| 4 | **Techint Labs**<br>900 Bannock Street<br>Denver, CO 80202 | July 8, 2020 | Adam Lee<br>adam@techintlabs | 303.594.4288<br>https://www.techintlabs.com/ | | 12% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Creative fun group. After initial visit to Joplin all support would be through long-distance relationship. No DMO experience, but high-end on the attraction interest. | | | | | |
| 5 | **Elasticity**<br>1008 Locust Street, Ste 300<br>St Louis, MO 63101 | July 9, 2020 | Emily Brown<br>meg@goelastic.com | 404.643.7875<br>https://goelastic.com/ | | 10% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate did NOT include travel expenses. Used COJ images in presentation, not CVB. Presentation was not locally focused. | | | | | |

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** 2020-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

**BID OPENING DEADLINE:** July 17, 2020 **DEPARTMENT:** CVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** July 9, 2020, Noon

**OPENED BY:** Patrick Tuttle **WITTNESSED BY:** Donna Miller

| | VENDOR / ADDRESS | DATE RECEIVED | CONTACT / EMAIL | PHONE NUMBER / WEBSITE | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 6 | **Stealth Creative**<br>1027 S. Main Street, Ste 501<br>Joplin, MO 64801 | July 9, 2020 | Cameo Harrington<br>charrington@stealthcreative.com | 417.626.0101<br>http://stealthcreative.com/ | | 12% |
| | EXAMPLE: Selected for Zoom interview. Rate DID include hourly rate for strategy, research and monitoring performance related meetings. NO travel expenses (Joplin-based office). Understands the Joplin regional market. 8-year history of working together (formerly Choice Marketing). | | | | | |
| 7 | **Madden Media**<br>345 East Toole Ave.<br>Tucson, AZ 85701 | July 9, 2020 | Kim Thompson<br>kthompson@maddenmedia.com | 816.873.1276<br>https://maddenmedia.com/ | | 35% |
| | EXAMPLE: Percentage was too high. Not selcted for interview. | | | | | |
| 8 | | | | | | |
| | EXAMPLE: | | | | | |
| 9 | | | | | | |
| | EXAMPLE: | | | | | |
| 10 | | | | | | |
| | EXAMPLE: | | | | | |

CONVENTION AND VISITORS BUREAU

MEDIA BUYER 2021-2023

FINAL SCORING

September 22, 2020

| VENDOR | SCORE | SCORE | SCORE | | TOTAL SCORE | OVERALL SCORE AVG. |
|---|---|---|---|---|---|---|
| Bandwagon | 36 | 35 | 31 | | 102 | 34.00 |
| Techint Labs | 26 | 38 | 31 | | 95 | 31.67 |
| Elasticity | 32 | 37 | 20 | | 89 | 29.67 |
| Stealth Creative | 39 | 33 | 39 | | 111 | 37.00 |