REPUBLIC SERVICES

January 7, 2021

David Hertzberg – Director of Public Works
City of Joplin
602 S. Main St.
Joplin, Mo. 64801

Dear David,

Per our meeting last month, Republic would like to offer the following options for renewal:

Option 1: Temporary One-Year Extension

- Rate Adjustment — 2% (current agreement terms)
- Residential Trash Rate — $12.10 (plus all city fees)
- Residential Recycle Rate — $5.05 (only paid by subscribers)
- Trash Services — No Change
- Recycling Services — No Change

Option 2: Five-Year Renewal

- Rate Adjustment — 2% (annually)
- Residential Trash Rate — $11.86 (plus all city fees)
- Residential Recycle Rate — $4.50 (only paid by subscribers)
- Trash Services — No Change
- Recycling Services — Every-Other-Week (Service days determined by Republic)

Republic appreciates the long-term partnership we have formed with Joplin and your residents. We value our relationship and pride ourselves in providing excellent service to the citizens of Joplin. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Fagan
Republic Services of Galena
Municipal Manager
417-499-3739 cell

February 18, 2021

City of Joplin
Lynden Lawson – Assistant Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #101-2020

Dear Mr. Lawson,

Waste Corporation of Missouri LLC is aware of Republic Services request to renew the existing contract for Joplin's Residential Services for a five (5) year term versus the One (1) year extension the Council had previously voted to pursue. As everyone agreed, WCA's response to the initial RFP for the residential waste removal services was acknowledged as the best value and Council voted to approve our bid during the first reading. It was then reversed at the following Council meeting due to Republic's objections over losing the contract. Following that decision, Council agreed to allow Republic to propose a one year extension while identifying opportunities to reduce costs to the citizens in the future. The first RFP was extremely detailed in nature and both City Staff and bidding Haulers knew exactly what services were to be provided as well as all terms and conditions of service. WCA would like to assure the City Council that our original proposal, as submitted, is still viable with all residents continuing to receive all services on the same scheduled days to which they have been accustomed to over the last 10 years.

WCA still desires to build a business relationship with the Joplin Community and will aggressively bid any RFP the City decides to publish. However, we strongly encourage the City to continue the process of developing a new RFP with details, terms, and conditions fully explaining to all Bidders what they are obligated to supply. A City solicited RFP will allow the City to base decisions upon proposals giving an apples to apples comparison of services and fees.

Thank you for the opportunity to present our thoughts regarding Republic's option of extending the City contract with a five year option rather than the preapproved one year extension.

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

MINUTES
SOLID WASTE ADVISORY COMMISSION MEETING
February 4, 2021 – 1030

Members Present: Patty Overman; Aaron Rice; Craig Kreman; Andrew Whitehead;

Members Absent: Ashlynn Hodges; Alicia Rodriguez; Jacob Calvin;

City Staff Present: David Hertzberg, Director of Public Works
Lynden Lawson, Assistant Director of Public Works – Ops
Lindsey James, Recycling Coordinator
Tabitha Lance, Senior Clerk

Others Present: Dan Boley (WCA); Max Murray (WCA); Brian Franks (WCA);

Roll Call: Ms. Overman called the meeting to order 10:30 a.m.

Approval of the February 7, 2019 Minutes: 4 in favor; Mr. Hertzberg asked if the Commission had a quorum and Ms. Overman announced in the affirmative that they did. Ms. Overman stated they did not have the minutes from the August 29, 2020 meeting (tabled that item).

New Business: Update and overview

1) **Mr. Lawson updated the Commission on City Trash Services Contract. This was approved by Council on Monday February 1, 2021 on First reading with the second and third reading being on February 16th. The contract will then become legal 20 days following that Council meeting.**
2) **Mr. Lawson updated Commission on opening bids for the Transfer Station RFP; 3 participants for the bidding during the Pre-bid meeting. They were Republic. WCA and Jordan Disposal, stating it was good to have several applicants.**
3) **Mr. Lawson stated the City took Republic's request for a 1-year Extension from Republic to Council that was approved. Mr. Lawson**

stated that Craig and Andrew would be sent a copy, while Patty and Aaron who were present received a paper copy. Mr. Lawson read Republic's proposal under option one and that this was an extension of the current contract. This will be a 2 percent rate increase of the trash and also the recycling programs. This passed this on an emergency basis. Residential Trash rate will be $12.10; plus the City's $.55 administrative fee making it a total of $12.65, Residential recycling will then be raised to $5.05 for those prescribers.

4) **Mr. Lawson read the Proposal for a 5-year contract renewal if the city wanted to consider this rate starting with Residential Trash being at $11.86, plus the City's $.55 administrative fee bringing the Trash price to $12.41; the Recycling $4.95 to $4.50 per prescriber would change from every week to every other week. Additional Recycling carts for those prescribers would be free. Rate adjustment would be 2% annually. Mr. Hertzberg added that Republic would choose the day every other week for the recycling and wouldn't necessarily be the same day as their trash pick-up. Council was presented these options and wanted to make sure that the Advisory Commission had seen this as well.**

   Ms. Overman had a question about the proposals: Would this be the time to offer a five-year renewal? Would this need to go out to bid?
   Mr. Lawson stated that Republic made an offer for Council on December 7, 2020. He also stated that WCA during the RFP period had the lowest bid that during the 2nd and 3rd reading, was thrown out by Council.
   Mr. Hertzberg stated to answer your question, the City Legal Department says if Council wants to take the 5-year proposal and if the Commission wants to recommend this, then the Council will make a decision following that. If the Council decides to renew this contract, then the City Legal is comfortable with the Council making the decision. Mr. Hertzberg asked if that answered Ms. Overman's question, she stated yes, but the current contract states that there are two one-year extensions that can be granted, then how is a five year.
   Mr. Rice asked, just to back up a little, we received three bids and Council threw out all three bids? Then they went with the incumbent 1-year extension, am I following that right?
   Mr. Hertzberg stated Yes.

Mr. Rice asked, do we know why they threw out the bids? Can we talk about that?

Mr. Lawson stated that he and Mr. Hertzberg were at the Council meeting and that the Council members had a lot of Citizen input about being happy with their current carrier and didn't want to change the service.

Mr. Kreman: Was it decided by the Council to do the 5 year?

Mr Hertzberg said Council voted on one year extension and directed city staff to work on the five year agreement ordinance and take that to the SWAC and bring that back to the Council.

Mr. Kreman said he understood and the service was good.

Mr. lawson stated that the contractor was still under the five year contract that had the ability to extend the contract for two one year terms.

5) **Dan Boley gave a presentation of the letter presented to the Commission by WCA; the proposal was a packet of information to bring us to this point. Talked about the price and won the bid that was put out. Council brought up inconsistencies. Republic asked Council to extend the contract and sharpen their pencils. WCA came today and wanted to offer another five year extension ourselves and with what Republic laid out, WCA wanted to offer something up so there was a comparison of Apples to Apples. I handed out our package of five pages from Max Murray the representative of WCA and this contains a rebuttal of when the bids were thrown out and didn't feel that WCA had a good light shined on them, but also appreciated the opportunity to bid. Mr. Boley said that they want to give the city the best packet to choose from for service. Max has been with WCA 48 years and they want the opportunity to bid. Mr. Boley said that the Republic's one-year extension provided an increase when they had told Council they wanted to sharpen their pencil and come back for a better bid, but came back with an increase.**
6) **Mr. Murray added. Pricing is determined by service, if you decrease service and WCA wants to earn the bid of the city and compare Apples to Apples.**
7) **Mr. Lawson said for the Benefit of Mr. Kreman and Mr. Whitehead let me read the cover letter for WCA. (The cover letter was read and is attached to the minutes).**

8) **Ms. Overman: I feel that we (SWAC) need to offer some information for a new bid so that each company can be compared as Apples to Apples. This might be a nightmare, but I feel we (SWAC) must offer an opinion of this topic. The Council is always asking what the SWAC has said about these things and this would give them that information.**
9) **Andrew said that it should only be fair that WCA gets the same chance that Republic got. Believes since Council approved one year extension and keep that here.**
10) **Craig stated that he agreed**
11) **Recommendation of board of board is to keep 1-year extension**
12) **Mr. Lawson say SWAC agrees with 1-year extension and that Council puts this out to bid.**
13) **Aaron Rice made motion to accept one-year extension and put back out to bid next year.**
14) **Andrew Whitehead made the second.**
15) **Ms. Overman: Said all in favor say 'aye" the 'ayes' have it.**
16) **Ms. Overman said that she hasn't went to the meetings for Council.**
17) **This will come up as and emergency bill.**
18) **Ms. Overman asked if there is any other business? Said it is good to have meetings but the SWAC needs goals to get new curbside recycling citizens signed up. There was a group that fought hard to get this as a service.**
19) **Mr. Hertzberg said one way to do it is to bring it up in the agenda.**
20) **Ms. Overman asked if she wrote the agenda**
21) **Mr. Hertzberg said Lindsey James the recycling Coordinator and that she just needed to let her know what she wanted on it.**
22) **Someone asked about open seats and Ms. Overman talked about the open seats.**
23) **Mr. Lawson stated that now that we have the Microsoft Meetings working this is better and easier to make meeting in the future.**
24) **Set the next meeting for May 6th Thursday 11:30 and will also have Microsoft meeting, unless something comes up between then and now.**
25) **Lindsey will send out Calendar invite. Craig made a motion to adjourn and then Andrew seconded to adjourn meeting, and all voted to adjourn.**

The meeting was adjourned at 12:45

Approved _____
, Chairperson

Approved _____
, Secretary

AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Allied Services, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Republic," and with City and Republic hereinafter collectively referred to 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, Republic desires to be engaged as the City's contractor 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 its addendum thereto, attached hereto and incorporated by reference as Exhibit C; and

WHEREAS, City has selected Republic as the 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 July 1, 2021 to June 30, 2026, unless terminated earlier as provided herein.

2. Scope of Work. Republic 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 Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B, and its addendum thereto, attached hereto and incorporated by reference as Exhibit C. Specifically, Republic'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. Republic will provide all labor, materials, and equipment. Republic will provide at least one trash cart for each customer, and, at the customer's request, will provide additional trash carts at no charge. Republic will provide at least one recycling cart for each subscriber, and, at the subscriber's request, will provide additional recycling carts at no charge.

3. Payment. Republic will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, and its addendum thereto. In no event will City be liable to Republic for a customer's failure to pay Republic.

a. Fee schedule for residential trash service. Republic will collect residential

trash at least once a week. The fee schedule for residential trash service will be as follows:

1. July 1, 2021- June 30, 2022 Residential Trash Rate: $11.86.

2. July 1, 2022- June 30, 2023 Residential Trash Rate: $12.10.

3. July 1, 2023- June 30, 2024 Residential Trash Rate: $12.34.

4. July 1, 2024- June 30, 2025 Residential Trash Rate: $12.59.

5. July 1, 2025- June 30, 2026 Residential Trash Rate: $12.84.

b. Fee schedule for residential curbside recycling service. Citizens may subscribe to residential curbside recycling service. Republic will collect residential curbside recycling at least once every other week. The fee schedule for residential curbside recycling service will be as follows:

1. July 1, 2021- June 30, 2022 Residential Recycle Rate: $4.50.

2. July 1, 2022- June 30, 2023 Residential Recycle Rate: $4.59.

3. July 1, 2023- June 30, 2024 Residential Recycle Rate: $4.68.

4. July 1, 2024- June 30, 2025 Residential Recycle Rate: $4.77.

5. July 1, 2025- June 30, 2026 Residential Recycle Rate: $4.87.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Republic 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. Republic 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 Republic, Republic 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 Republic to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of Republic 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, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least 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. Republic 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 Republic, its employees, officers, or agents. Republic 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, Republic shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Republic 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 Republic, upon ten (10) days written notice, to execute a contract addendum whereby Republic agrees to provide, at a price not exceeding Republic'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, Republic shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Republic'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 Republic.

10. Certification of Non-Resident/Foreign Companies: Republic 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. Republic 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 Republic 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, Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, and Republic's addendum thereto. 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, Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, and Republic's addendum thereto, Request for Proposal #101-2020 Solid Waste Collection Services will prevail. In the event of conflict between Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services and Republic's addendum thereto, Republic's addendum thereto 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. Republic warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Republic, 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 Republic, 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. Republic 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 Republic, 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. Republic 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 Republic 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. Republic'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 affected 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. Republic 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 Republic is for the acts and omissions of persons it directly employs. Republic shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Republic by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Republic the same power regarding termination of any subcontract as City may exercise over Republic 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 Republic 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.

26. Inclement Weather. During periods of inclement weather, primarily snow and ice, Republic may need to delay or suspend the collection of routes for the safety of both citizens and its employees for a day or more. In making this determination Republic shall notify the City first to ensure that this does not violate the agreement. Next, Republic shall make a Public Service announcement to news agencies to provide the specifics of the delay or suspension as well as the modified schedule. The City will also put out a notice that Republic Services has come to this determination and the modified schedule. Republic shall have a local phone number that citizens can call to voice concerns or complaints and to get information. This number should be used on the news release. Any delayed trash or recycle pick-ups shall be completed as soon as is reasonably possible.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR ALLIED SERVICES, LLC

BY: _____
Jennifer Fagan
Manager, Municipal Sales

Date: _____

FOR THE CITY OF JOPLIN, MISSOURI

BY: _____
Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney