

CITY OF MISSION, KANSAS
FINANCE & ADMINISTRATION COMMITTEE

WEDNESDAY, OCTOBER 2, 2019

7:30 P.M.

(or immediately following 6:30 p.m. Community Development Committee)

Mission City Hall

PUBLIC HEARINGS / PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Approval of the September 4, 2019 Finance & Administration Committee Minutes - Martha Sumrall ([page 3](#))

Draft minutes of the September 4, 2019 Finance and Administration Committee meeting are included for review and approval.

2. Upgrade of Laserfiche Software - Martha Sumrall / Emily Randel ([page 8](#))

The City purchased Laserfiche software in 2009 and is now recommending an upgrade to our current software with the Avante System. This upgrade will improve document management and workflows and allow for staff to create fillable forms that will be available to the public on our website. The cost of the upgrade through R&D Computer Systems is \$10,738.

3. Award of Contract for Solid Waste Collection Services - Brian Scott ([page 13](#))

The City has had an agreement with Waste Management (formerly Deffenbaugh) for residential solid waste collection services for many years. The current agreement will expire at the end of 2019. The City solicited bids for this service this summer and WCA of Missouri, LLC was the lowest and best bid. The City anticipates entering into an agreement with WCA of Missouri, LLC for residential solid waste collection services (including recyclable material, yard waste, and bulky items) for initial annual amount not to exceed \$579,000.

4. Adoption of 2019 Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) - Kevin Self ([page 140](#))

Annually, the League of Kansas Municipalities publishes a comprehensive public offense code (UPOC) and uniform traffic code (STO) for all Kansas cities. Mission adopts these publications by ordinance, allowing us to maintain uniformity with agencies in the area, the State of Kansas, and the actions of the State Legislature. The City has the ability to opt out of certain provisions, and additional ordinances have historically been adopted by Mission to address local issues that are recommended to remain in place. As a result of a comprehensive update

to the UPOC, there are several additional sections included in the ordinance for 2019. These are outlined in more detail in the attached action item.

DISCUSSION ITEMS

OTHER

5. Department Updates - Laura Smith

Sollie Flora, Chairperson
Kristin Inman, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Martha Sumrall

Action items require a vote to recommend the item to full City Council for further action.

RE: September 4, 2019 Finance & Administration Committee minutes.

RECOMMENDATION: Review and accept the September 4, 2019 minutes of the Finance & Administration Committee.

DETAILS: Minutes of the September 4, 2019 Finance & Administration Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	NA
Available Budget:	NA

MINUTES OF THE MISSION FINANCE & ADMINISTRATION COMMITTEE

September 4, 2019

The Mission Finance & Administration Committee met at Mission City Hall, Wednesday, September 4, 2019 at 7:58 p.m. The following committee members were present: Pat Quinn, Arcie Rothrock, Nick Schlossmacher, Debbie Kring, Kristin Inman, Ken Davis and Sollie Flora. Absent: Councilmember Thomas. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 7:58 p.m.

Also present were City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Martha Sumrall, Assistant to the City Administrator Emily Randel, Public Works Superintendent Brent Morton, and Capt. Kevin Self.

Acceptance of the August 7, 2019 Finance & Administration Committee Minutes

The August 7, 2019 Finance & Administration Committee Minutes were provided to the committee in the packet. There being no objections or corrections, the minutes were accepted as presented.

Participation in County-wide Housing Inventory

Ms. Smith reported that housing issues have been discussed on a variety of levels, including through the First Suburbs Coalition Housing Summit funded through a grant from NLC. United Community Services recently convened a multi-sector collaborative called the Johnson County Health Equity Network, which is focused on housing as a priority health equity issue for Johnson County. This group will work with Johnson County cities to conduct a housing market and needs assessment. The last inventory was conducted in 2004 and a task force followed-up with recommendations, but many of their goals have not yet been reached. This proposed housing inventory will be conducted at the local level, rather than county level, where there is a greater ability to make an impact. Johnson County has agreed to fund approximately 50% of the study, with cities funding the balance based on a pro-rata share of population. Mission's cost would be \$1,250 and we would have access to the data from the project. UCS anticipates releasing the RFP for this project in mid-September and Ms. Smith has been asked to serve on the evaluation committee.

Councilmember Davis asked if this work will duplicate the work of the National League of Cities. Ms. Smith stated there may be a little overlap, but this will provide more detailed information. Councilmember Schlossmacher asked what other priority health equity issues have been identified beyond housing and Ms. Smith stated she will share these with Council. The committee also discussed Mission's annual financial support of UCS and their programs.

Councilmember Inman recommended the approval of the expenditure of \$1,250 as Mission's proportionate share of a county-wide housing study inventory that will be conducted by UCS be

forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Franchise Agreement with Bluebird Network

Ms. Sumrall stated the City was contacted by Bluebird Network regarding our requirements for a right-of-way permit to install fiber underneath Roe Avenue, with a portion of it crossing through Mission, and our requirements for a franchise agreement. A franchise agreement is required and is adopted by ordinance. This proposed franchise agreement/ordinance has been prepared by City Attorney Dave Martin working with attorneys at Bluebird Network. Terms include the collection of a franchise fee of 5% of gross receipts and an expiration date of December 31, 2024 with up to eight additional two-year renewals. She noted that Bluebird plans to provide service to St. Luke's Urgent Care at the corner of Johnson Drive and Roe in Roeland Park, and will not be providing service in Mission at this time. Bluebird Network will also pay a \$1,000 one-time application fee. Discussion continued by the committee on where this fiber is crossing Roe and will that eventually be in Roeland Park with a potential deannexation in that area. Mr. Morton stated he believes it will remain in Mission.

Councilmember Quinn recommended the ordinance granting Bluebird Network LLC a contract franchise to construct, operate and maintain a telecommunications system in the City of Mission, Kansas and prescribing the terms of said contract franchise be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

Other Department Updates

Ms. Smith asked Council to provide her with their availability for a 3-4 hour retreat this fall. A full-day retreat will be scheduled after the first of the year that will include the leadership team.

Ms. Smith provided an update on priorities and projects for 2019, including:

- Council Committee Liaisons - this has been accomplished with several months of Council attendance at commission/board meetings behind us. She stated we will have Councilmembers start reporting soon, and noted that the Parks, Recreation and Tree Commission is very excited to have Councilmembers participating in their meetings.
- The Comprehensive Plan Update RFP has been published and distributed with a response due date of October 4th. She stated this project is a bit behind due to working on the hiring process for new department directors, and Mr. Scott noted that staff was also very busy with the recent bond sale.
- The DirectionFinder survey will be considered as part of the Comprehensive Plan Update.
- Space Needs Analysis Phase I is complete and following these preliminary findings, Phase II was approved by Council earlier this summer. Phase I found that the current

building for City Hall and the Police Department is not large enough to hold both. Phase II is a more in-depth study of our space needs and staff will meet with SFS Architecture next week to review the Phase II report. She anticipates this coming to committee in October.

- Asset Management is ongoing, and the stormwater data will be compiled in one place where it can then be shared with AIMS and available to SMAC for funding of projects. BHC Rhodes will next be working on streets and she anticipates a report to Council in October. Ms. Smith noted that the October meetings will be busy and the public hearing on the Mission Bowl property is also scheduled for October.
- Court software is next on the list for distribution of an RFP.
- The residential solid waste contract RFP was recently published and distributed with three companies responding by the deadline. Staff is reviewing these and a recommendation will be on the October committee agendas.
- Financial Management Software has not yet been addressed.
- Energy Audit - Ms. Randel stated we have been waiting on the state to review vendors for this project and once available we will move forward. The timing will work with Mr. Almoney joining Mission as Director of Parks and Recreation this month, so he will also be able to participate in this project.
- Rock Creek Channel design is underway and we anticipate taking bids for this project at the end of the year. Bonds for the project were sold earlier this summer.

Councilmember Schlossmacher requested information on discussion of the Johnson Drive (Nall to Lamar) configuration and when she anticipates this coming forward. Ms. Smith stated she is pulling historical information together and it will move forward soon.

The committee again discussed possible dates for a retreat. Ms. Smith stated that with all the upcoming events this fall, there is only one or two Saturdays available and suggested an evening might work since the retreat will only be for 3-4 hours. She asked that Councilmembers send her dates they are not available.

Mr. Morton announced that crews are now working on the west lane of Broadmoor and that stormwater work for the project will be starting soon. The project is on track. He also stated that the patching on Foxridge Drive is complete and they have received many positive comments on this project.

Ms. Smith announced that Jim Brown, Building Inspector, will be returning to work next week on a part-time basis.

Meeting Close

There being no further business to come before the Committee, the meeting of the Finance and Administration Committee adjourned at 8:16 p.m.

Respectfully submitted,

Martha Sumrall
City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Martha Sumrall/Emily Randel

Action items require a vote to recommend the item to full City Council for further action.

RE: Upgrade of Laserfiche Software

RECOMMENDATION: Approve the Laserfiche Avante Upgrade from R&D Computer Systems in an amount not to exceed \$10,738.

DETAILS: Mission purchased Laserfiche software through R&D Computer Systems in 2009. This document management software serves as a repository for a variety of final documents, including minutes, contracts, easements, etc. All documents in Laserfiche are fully searchable.

The Laserfiche Avante upgrade will assist with not only managing our many documents in this permanent repository, but also allow staff to build fillable forms that will be available to the public on Mission's website (i.e., solicitor's permit applications, business license renewal forms, special event permit applications, etc.). As forms are completed by the public, staff will receive email notifications and can then route the applications as needed, creating a workflow and audit trail, and enhancing our customer service.

The total cost to upgrade to Laserfiche Avante is \$27,710. The City will receive a credit for our current system bringing the final cost to \$10,738. Annual maintenance costs will be \$4,620 which is an increase of \$1,631 over our current annual maintenance fee. This software upgrade was approved to be completed in 2019 as a part of the 2020 budget approval process.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-07-402-03 - Computer Systems/Software
Available Budget:	\$12,000

R&D

R&D Computer Systems

Presents an

UPGRADE TO THE LASERFICHE AVANTE
ELECTRONIC CONTENT MANAGEMENT
SYSTEM PROPOSAL

Prepared for:

CITY OF MISSION

JUNE 4, 2019

R&D Computer Systems, LLC is pleased to present this Laserfiche Avante SQL Express upgrade proposal to implement the Laserfiche Electronic Content Management System for the City of Mission.

R&D Computer Systems, LLC will provide a full featured Laserfiche Content Management System that would allow each department to operate efficiently and structured for each department to operate with easy to use intuitive software. Our project implementation would consist of implementing the Laserfiche system, we would configure the system to allow for the least amount of human intervention for capturing images as well as metadata and routing of documents for storage in the Laserfiche Repository.

We have included the professional services of creation of the 1 workflow for automatic processing of contracts to automatically notify the appropriate staff member(s) that a contract is due within X number of days using Laserfiche workflow. Any other form or workflow and further definition, flow, approval processes and notifications will be determined at the implementation meeting.

R&D Computer Systems has been a leading reseller of Laserfiche Document Management Software for 21 years. We provide our customers with effective and efficient document management solutions that help streamline their daily business processes. We have excelled at implementing and supporting content management solutions that help our customers streamline their daily business processes. We take pride in providing top shelf training, support and technical services for our customers and business associates.

R&D's customer base consists over 250 Laserfiche implementations consisting of municipal and federal government agencies, police departments, district and supreme courts, healthcare facilities along with public and private organizations. Our customers vary from single users with several thousand documents stored, to hundreds of users with millions of documents stored

Laserfiche separates itself from our competitors as it is a complete ECS software system with Laserfiche Workflow & Laserfiche Forms that is completely developed by Laserfiche and not pieced together with acquired software. In addition we at R&D focus completely on Electronic Content Management Systems and our technical customer support and professional services.

Laserfiche Avante System operates on the Microsoft SQL Express Database which can be updated to Full MS SQL when needed. The Avante structure employs named client licensing which comes bundled with Snapshot, Email and the Laserfiche Workflow Suite. Implementing this software will allow you to scan, import or snapshot any paper or electronic documents, images, videos or wave files into the Laserfiche repository. The staff will then be able to retrieve any of the archived information by browsing,

searching for key fields that the documents have been indexed with or by utilizing the Optical Character Recognition full text search.

The Laserfiche Workflow & Laserfiche Forms processing products increases productivity by automating document-centered work processes. Routing and notification services guarantee smooth workflow despite user error or absence. The Workflow Suite provides the efficiency and security of rules-based routing and monitoring while also supporting ad hoc participation in the workflow environment. It saves time and money by reducing photocopying, hand delivery and repetitive dragging and dropping. It automatically reminds staff of required tasks and notifies supervisors of action and inaction. The Laserfiche Workflow Suite provides automatic e-mail notifications when specified events occur or don't occur in your Laserfiche database.

The solution proposed will provide for the electronic records management needs of the City of Mission. In addition our solution is scalable to allow for additional users just by adding more client licenses for additional departments. The system will be totally governed by Laserfiche security and is AD aware so that users will only be able to access information they have been authorized to view. Laserfiche Avante comes with, Workflow, Web Access (Includes LF mobile and integration with Microsoft SharePoint) and Audit Trail activity tracking.

**CITY OF MISSION
BY R&D COMPUTER SYSTEMS
LASERFICHE AVANTE UPGRADE
JUNE 4, 201915**

LASERFICHE AVANTE PRODUCT

Laserfiche Avante Server for SQL Express with Workflow	\$ 1,500
Laserfiche Avante Server Annual Software Maintenance	\$ 300
8 Laserfiche Named users with Snapshot & Email \$600/ea	\$ 4,800*
8 Laserfiche Named users Annual Software Maint. \$120/ea	\$ 960
8 Starter Audit Trail \$50/Ea	\$ 400
8 Starter Audit Trail Annual Software Maintenance \$10/ea	\$ 80
1 Web Distribution Portal	\$ 7,995
1 Web Distribution Portal Annual Software Maintenance	\$ 1,600
8 Laserfiche Forms Professional \$50/ea	\$ 400
8 Laserfiche Forms Annual Software Maintenance \$10/ea	\$ 80
Laserfiche Forms Public Portal	\$ 7,995**
Laserfiche Forms Public Portal Annual Software Maintenance	<u>\$ 1,600</u>
Total Laserfiche Avante System Update	\$27,710
Credit from current Laserfiche System & Maintenance	- 17,972
On-Site Installation & training	\$ 1,000
Total Laserfiche System:	<u>\$10,738</u>

***ALSO INCLUDES WEB CLIENT**

**Allows public to submit forms

NOTE: This quote is based on purchasing the upgrade after August 2019

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Agreement with WCA of Missouri, LLC for Residential Solid Waste Collection Services

RECOMMENDATION: Approve an Agreement with WCA of Missouri, LLC for residential solid waste collection services for a period of five (5) years with two, optional renewal terms of five (5) years each.

DETAILS: Chapter 235 of the Municipal Code of the City of Mission provides for solid waste collection, disposal and recycling within the city. Section 235.030, in particular states:

- A. The City shall provide for the collection and disposal of all residential solid waste as a municipal function and shall extend such service to all residential properties within the City, establish the conditions thereof and fix the charges under which service will be rendered. The City shall license one (1) or more private companies to perform such collection and disposal. All companies providing the service of collecting residential solid waste shall also provide a same-day curbside recycling service or other recycling program approved by the City and shall meet all requirements and regulations set forth by the Governing Body.
- B. Every resident of a residential property in the City shall be required to allow a collector licensed by the City on to his, her or its property for the purpose of collecting residential solid waste and recyclable materials.

The City has contracted with Waste Management (formerly Deffenbaugh) for many years to provide residential solid waste collection services for the City. The current agreement will expire December 31st of this year. Staff solicited bids this summer for a new residential solid waste collection services agreement.

Staff structured the bids for services like what is being offered currently, which includes:

- Weekly Solid Waste Collection (limited to one 65 gallon poly-cart container)
- Weekly Recyclable Collection (unlimited)
- Weekly Yard Waste Collection (limited to 8 bags January - October and 12 bags November and December)
- Monthly Bulky Item Collection (limited to 3 items)
- Collection from City Facilities

Related Statute/City Ordinance:	Chapter 235 of Municipal Code
Line Item Code/Description:	Solid Waste Collection 30-90-215-05
Available Budget:	\$667,000 FY 2020 Budeget

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

The successful bidder will be required to provide 65 gallon poly-cart containers for both solid waste and recycling. Carts will have wheels, handle, and different color lid to distinguish between solid waste and recycling. Carts will also be stamped with the name of the company and contact information, as well as a list of acceptable recyclables.

The successful bidder will also provide overage stickers to be purchased at City facilities or local retailers for those with extra solid waste that does not fit into the poly-cart or additional yard waste bags.

The invitation for bids placed a heavy emphasis on customer services standards including requirements for a toll-free phone number, email, and other means for communicating service requests and concerns. Standards stipulate that inquiries be answered by staff that are knowledgeable about the services that are offered to the City, and that calls not answered be returned within a specific time period. Educational materials must also be provided about acceptable recycling materials and general solid waste and yard waste handling.

Three bids were received with the following monthly rates per residential unit. A detailed bid sheet is attached as part of this action item. Bid rates were for all services listed above.

	Monthly Bid Rate	Annual
Current Contract	\$16.97	\$203.64
WCA	\$16.04	\$192.54
Republic	\$22.16	\$265.87
Waste Management	\$17.99	\$215.88

Residents currently pay \$14.58 per month, or \$175.03 annually. The City pays for the balance (\$2.39 per month) through a transfer from the General Fund. A transition to WCA will result in slightly lower anticipated expenses.

The lowest and best bid was submitted by WCA of Missouri, LLC. WCA is located in Harrisonville, Missouri. They have their own material recycling facility (MRF) at this location and their own landfill outside of Sedalia, Missouri. WCA currently provides services for Westwood, Fairway, and Roeland Park in Johnson County; and Smithville,

Related Statute/City Ordinance:	Chapter 235 of Municipal Code
Line Item Code/Description:	Solid Waste Collection 30-90-215-05
Available Budget:	\$667,000 FY 2020 Budeget

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 2, 2019
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

Riverside, Peculiar, and Belton in Missouri.

WCA's total bid for both residential collection and collection of City facilities for the first year is \$570,900, or \$16.04 per household per month (based on 2,970 households). The proposed agreement allows for an annual escalator equal to the 12 month average for the Urban Consumer Price Index for Trash Collection Services.

Staff reached out to the Johnson County communities to discuss their satisfaction with the services provided by WCA. All three stated that WCA has provided a good level of service. They offer an individualized website for each community with information about the services specific to that community. They also provide monthly reports to the communities outlining service requests and concerns including missed pick-ups.

If awarded the contract, WCA will place an order for the poly-cart containers as well as new trucks that will be used for service provision in Mission. Trucks have a significant lead time, so rented trucks will be used at first.

WCA will also mail an introductory letter to all households in the City outlining who they are, how new carts will be received (and the old ones removed), information about how to contact them, and information about acceptable recyclable materials and handling of solid waste. The goal is to make the transition as seamless as possible, and to provide the same type of services that residents are receiving now with a greater emphasis on customer service.

Attachments to this action item include:

- Proposed Agreement for Residential Solid Waste Collection Services
- Detailed Bid Sheet
- Bid from WCA
- Invitation for Bids for Residential Solid Waste Collection Services issued in August

Staff recommends approval of the proposed agreement.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Chapter 235 of Municipal Code
Line Item Code/Description:	Solid Waste Collection 30-90-215-05
Available Budget:	\$667,000 FY 2020 Budeget

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

This AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (“Agreement”) is made and entered into this _____ day of _____, 2019 by and between WCA of Missouri, LLC, an entity organized and existing under the laws of the State of Delaware d/b/a/ Waste Corporation of Missouri, LLC, with its principal office located at 22820 S. State Route 291, Harrisonville, MO 64701 (“Contractor”) and the City of Mission, Kansas, a municipal corporation duly organized under the constitution and laws of the State of Kansas, with its principal office located at 6090 Woodson, Mission, KA 66202 (“City”).

Preamble

WHEREAS, the City, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Residential Solid Waste (as defined below) and;

WHEREAS, the City is authorized pursuant to the provisions of K.S.A 65-3410 and its home rule authority to provide for the methods of collection, transportation, and disposal of Residential Solid Waste located within its corporate boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the City has adopted rules and regulations for the collection, transportation, and disposal of Residential Solid Waste as codified in Chapter 235 of the Municipal Code of the City of Mission; and

WHEREAS, the City desires to enter into this Agreement to provide solid waste collection, transportation and disposal services for Residential Dwelling Units (as herein defined) located along the routes and in the collection service areas as indicated on the attached Appendix B and Municipal Facilities as indicated on the attached Appendix C, and to set the rates and charges relating to such services; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport and dispose (or sell) solid waste at a facility or facilities selected in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained:

Article I

Definitions

Section 1.1 Definitions

“**Bulky Items**” means household items that can be reasonably carried by one or two individuals including: couch, chair, mattress, table, and other such household items that do not fit in a solid waste poly-cart container. Bulky Items exclude: electronics waste such as computers, monitors and televisions; Hazardous Wastes; tires and automotive parts; appliances with CFCs and construction materials.

“**City**” means the City of Mission, Kansas, with its principal office located at 6090 Woodson, Mission, KA 62202.

“**City Facilities**” means those public areas owned or maintained by the City from which the Contractor is required to collect Solid Waste and Recyclable Materials pursuant to Appendix C of this Agreement.

“**Contractor**” means WCA of Missouri, LLC, an entity organized and existing under the laws of the State of Delaware d/b/a/ Waste Corporation of Missouri, LLC, with its principal office located at 22820 S. State Route 291, Harrisonville, MO 64701, and its successors and assignees.

“**Curbside**” means the area in front of a Residential Dwelling Unit that is located within ten (10) feet of the edge of the nearest adjacent roadway.

“**Effective Date**” means the first date that the provision of services will begin under the Agreement (January 1, 2020).

“**Hardship Situation**” means any occupant of a Residential Dwelling Unit so designated by the City who is by reason of age or disability physically unable to place the solid waste and/or recycling poly-carts, and/or any containers, bins, trash and/or yard-waste bags at the Curbside; and has no family member or other person living in the residence able to place such at the Curbside.

“**Hazardous Materials**” means, but may not be limited to, any materials such as: any automotive parts including tires car batteries, oils, and gasoline; any toxic materials including paints, solvents and poisons; and electronic waste including computers, computer monitors, and televisions.

“**Household Hazardous Waste**” means those small quantities of hazardous materials in the possession of an occupant of a Residential Dwelling Unit including, but not limited to, household cleaners, flammable liquids, antifreeze, aerosols, corrosives, pesticides, herbicides, poisons and latex paints. These wastes are consumer products that when discarded exhibit hazardous characteristics.

“**Houseline**” means the front exterior of a Residential Dwelling Unit at ground level and outside of enclosures or fences.

“**Initial Term**” means the first five (5) year term of this Agreement (January 1, 2020 through December 31, 2024).

“**Notice to Proceed**” means official, written notice from the City that the Agreement has been approved and that the City and Contractor may begin making preparations for the Effective Date of the Agreement.

“**Overage Sticker**” means stickers provided by the Contractor for the purpose of being placed on additional sealed, trash bags of Solid Waste or bags of Yard Waste to be collected for that weekly collection.

“**Recyclable Materials**” means those items identified in Appendix A of this Agreement as materials eligible for recycling, and any other materials which have been identified Recyclable Materials subsequent to the execution of this Agreement.

“**Renewal Term(s)**” means one of two (2) optional terms that extends the Initial Term of this Agreement for an additional five (5) year period (ten (10) additional years total, if both optional terms are enacted).

“**Residential Dwelling Unit**” means any single home, duplex, or triplex. A duplex shall be considered as

two dwelling units and a triplex shall be considered as three dwelling units.

“**Residential Solid Waste**” means Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items collected on a weekly basis from Residential Dwelling Units in the city of Mission, provided, however, that Residential Solid Waste shall not include Hazardous Materials or Household Hazardous Waste.

“**Solid Waste**” means general garbage and refuse suitable for disposal in a 65-gallon poly-cart designated for such or a sealed trash bag and to be hauled away in a packer-type collection truck.

“**Yard Waste**” means all accumulations of grass clippings, leaves, loose vegetation, and small limbs and branches, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, provided, however, “Yard Waste” shall not include wood fencing, landscape timbers, flower pots, yard decoration, mulch, rock, dirt and similar items

Section 1.2. Rules of Construction.

- a) **Grammatical Usage and Construction** – In construing the Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any places in which the context so requires.
- b) **Defined Terms** – All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and other provisions of this Agreement.
- c) **Heading** – The headings, titles, and captions in this Agreement has been inserted only for convenience and in way define, limit, extend, or describe the scope or intent of this Agreement.
- d) **Calendar Days** – Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, of federal holiday.

Article II

Services To Be Provided

Section 2.1 Weekly Solid Waste Collection. The Contractor will provide, on behalf of the City, once a week collection of Solid Waste from each Residential Dwelling Unit in the City of Mission. The amount of solid waste collected will be limited to what can be placed in one 65-gallon poly-cart provided by the Contractor with the lid completely closed. Additional solid waste material will be collected if placed in a sealed trash bag and labeled with an Overage Sticker provided by the Contractor. Electronic items and hazardous household waste will not be accepted in the weekly solid waste collection.

Section 2.2. Weekly Recycling Collection. The Contractor will provide, on behalf of the City, once a week collection of Recyclable Materials from each Residential Dwelling Unit in the City of Mission. Recycled Materials will be placed in a 65-gallon poly-cart provided by the Contractor with the lid completely closed. Additional Recyclable Materials will be collected if placed in a bin clearly marked recycling or has the universal recycling symbol. Collection of recycling will be unlimited. Items acceptable

for recycling will be limited to those outlined in Appendix A of this Agreement.

Section 2.3 Weekly Collection of Yard Waste. The Contractor will provide, on behalf of the City, once a week collection of Yard Waste from each Residential Dwelling Unit in the City of Mission,. Collection of Yard Waste will be limited to ten (10) bags (or any combination of bags, bins, and bundles placed at the Curbside each week for collection. Additional bags will be collected if labeled with an Overage Sticker.

Yard Waste will consist of grass clippings, leaves and loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags; or a plastic bin that is no more than 32-gallons; or bundled and neatly placed at the curb for collection. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, and must be tied together in a bundle with twine. The entire bundle must be 40 pound or less in weight. Plastic bags will not be accepted. Wood fencing, landscape timbers, flower pots, yard decorations, mulch, rock, dirt and similar items will not be accepted. The Contractor will accept Christmas trees that have been cut into sections no more than four (4) feet in length and all decorations and lights removed.

Amounts beyond what is allowed during the specific period of time will require an Overage Sticker that is provided by the Contractor and obtained at city hall, the community center, or local retailers.

Section 2.4 Monthly Collection of Bulky Items. The Contractor will provide, on behalf of the City, once a month collection of Bulky Items from each Residential Dwelling Unit in the City of Mission. Bulky Items are defined as items that can be reasonably carried by one or two individuals. Bulk Items include: couch, chair, mattress, table, household items that do not fit in a poly-cart, etc. Bulk Items do not include electronics waste such as computers, monitors and televisions; Hazardous Wastes; tires and automotive parts; appliances with CFCs and construction materials, and such items will not be collected by the Contractor. Bulky Items will be limited to three (3) items per month.

Section 2.5 Curbside Collection. All collection services outlined in Section 2.1, 2.2, and 2.3 of the Agreement will be from the Curbside in front of the Residential Dwelling Unit, with the exception of Houseline collections as outlined in Section 2.6 of this Agreement. Items to be collected will be placed in either a poly-cart provided by the Contractor, a bin or cart provided by the resident, a sealed trash bag with an Overage Sticker provided by the Contractor, or in a neat, tied bundle – all in accordance with Section 2.1, 2.2, and 2.3 of Agreement. Items will be placed at the Curbside by the resident prior to 7:00 am on the day of the collection for that week. Once collected, empty poly-carts and bins will be returned to the original point of placement at the curbside.

Section 2.6 Houseline Collection for Hardship Situations. Hardship Situations shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Situations will be provided by the City to the Contractor and updated regularly with notice to the Contractor. Contractor will collect once a week from each Hardship Situation the Solid Waste, Recyclable Materials and Yard Waste placed readily visible in front of the Residential Dwelling Unit, anywhere between the unit and the street. Poly-carts and bins will be returned to the original point of placement in front of the unit.

Section 2.7 Collection Schedule and Routes. The Contractor will collect Solid Waste, Recyclable Materials and Yard Waste from each Residential Dwelling Unit in the City of Mission once a week. Collection will be in such a manner where the city is broken into four distinct collection service areas with all Solid Waste, Recyclable Materials, and Yard Waste being collected from each Residential Dwelling Unit in that service area on a designated day of the week for that area in accordance with the map shown on Appendix B of this Agreement. Collection days will be Monday, Tuesday, Thursday and Friday of each week. Collection days will be consistent from week to week. Monthly collection of Bulky Items will be on the first collection day of each month.

- a) **Collection Times** – No collection shall be made before 7 a.m. or after 7 p.m., except by express authorization by the City. No regular collections shall be made on weekends. Saturday collection may be permitted for special pickup events, holiday week collections and missed pickups from the regular pickup day.
- b) **Holiday Schedule** – The Contractor shall observe the Thanksgiving, Christmas and New Year’s Day holidays. Materials will be collected one day later for those areas of the city with scheduled collection days on or after those holidays.
- c) **Inclement Weather** – Contractor will not unilaterally suspend or delay collections because of inclement weather (extreme cold, extreme heat, dangerous road conditions, etc.) without first notifying the City. Any decision to suspend or delay collections will be promptly communicated by Contractor to residents through all appropriate communications channels.

The Contractor may propose alternative routes or collection methodologies. These will be mutually agreed upon between the Contractor and the City in a written amendment to this Agreement. Notice must be given 30 days before actual implementation of any change in routes or collection methodologies.

Section 2.8 Provision of Poly-Carts for Solid Waste Collection and Recycling Collection. The Contractor will provide, at their cost, one 65-gallon poly-cart for Solid Waste and one 65-gallon poly-cart for Recyclable Materials to each Residential Dwelling Unit in the City of Mission. Each poly-cart will have two wheels, handle, and lid that fits securely around the top of the cart to prevent spillage, odor, and rainwater. Each poly-cart will be made of durable resin material that is resistant to UV rays; free of cracks, punctures, or any other damage, and will not leak. Each poly-cart will be stamped with the name and phone number of the Contractor.

The poly-cart designated for recycling will have a different color lid than the one designated for solid waste so that they can be easily identified. The poly-cart for recycling will have the universal sign for recycling stamped on it, and should have a list of commonly accepted recycling items.

The Contractor will be required to make provisions for delivery of carts to each Residential Dwelling Unit in the City of Mission prior to the beginning of the Effective Date of this Agreement. The Contractor will be expected to replace poly-carts, at its expense, that are lost or become damaged.

Section 2.9 Provision of Overage Stickers. The Contractor will provide the City with Overage Stickers at a cost of \$1.25 per sticker. Overage Stickers will be provided in units of five (5) stickers per page. Overage Stickers will have the name of the Contractor clearly printed on them and the words “For Household Waste and Yard Waste Overage Collection Only.” The City will have the right to sell the overage stickers at its facilities or through local retailers in the community at a price above what they were purchased for from the Contractor. The Contractor may also sell the stickers directly to residents.

Section 2.10 Collection of Solid Waste and Recycling from City Facilities. The Contractor will collect Solid Waste and Recyclable Materials from City Facilities at the locations and in the frequency and at the costs as identified in Appendix C of this Agreement. In so doing, the Contractor will provide the necessary bins and dumpsters.

Section 2.11 Solid Waste Collection from City Festivals and Neighborhood Events. The Contractor will provide two (2) 40-yard dumpsters up to four (4) times a year for City sponsored festivals and neighborhood events and up to six (6) portable toilets will be provided up to four (4) times a year for City sponsored festivals and events at no charge, or a grant to the City in an amount in lieu of for a solid waste, recycling or yard waste initiative.

ARTICLE III SERVICE STANDARDS

Section 3.1 Resident Communication. Within ten (10) business days of the Notice to Proceed being issued by the City, the Contractor will prepare and deliver, at its expense, to all Residential Dwelling Units within the collection service areas a mail piece introducing the company. The document will contain:

- The name of the service provider
- Toll-Free telephone number for customer service concerns and requests
- Web page address and email
- Collection days and hours
- Holidays observed by the service provider and alternative collection days

The document will also provide regulations concerning the preparation of Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items for collection. This communication shall be updated and distributed, at the Contractor's expense, on an annual basis during the term(s) of this agreement.

The City will provide a list of addresses in the City that the Contractor can utilize for the distribution.

Section 3.2 City Designated Website. The Contractor shall maintain, at its expense, a website designated specifically for the City of Mission. This website will contain the following information:

- Services offered to the City through this Agreement
- Service areas and collection days
- Hours of collections
- Holidays observed by the Contractor and corresponding schedule
- Notice of changes to collection services due to inclement weather or another unforeseen event
- Methods for contacting the Contractor directly with questions or concerns (methods should include, at a minimum, toll-free number and an email address)
- Regulations concerning the preparation of Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items for collection

Section 3.3 Customer Service Center. The Contractor must maintain a toll-free telephone line for receiving service concerns or requests. The telephone line will be staffed by trained personnel between 8 a.m. and 5 p.m., Central Standard Time, Monday through Friday, except for holidays. Calls will be answered promptly. Those answering the telephone line will need to be familiar with the City's Agreement for Residential Solid Waste Collection and be able to answer questions and address concerns specific to the Agreement. In cases where there is an exceptionally high call load, calls may roll to a voice mail box, but must be returned within an hour after receipt.

The telephone line will have a voice mail box or answering service available during nonbusiness hours that residents may leave a message. Calls made during non-business hours will be returned within the first hour of the next business day.

Emails received should be answered within an hour after receipt. Emails received afterhours should be answered within the first hour of the next business day.

Section 3.4 Collection Service Standards. Service concerns or requests received by the Contractor before noon, Central Time, of the collection day must be addressed before close of business that same day. Service concerns or requests received by the Contractor after noon, Central Time, of the collection day must be addressed before close of business the following business day.

Service concerns will include a missed collection on the designated collection day, failure to return the containers to the Curbside in good order, spillage, or similar type of incident.

Concerns regarding spillage should be addressed within an hour of the concern being received.

Section 3.5 Field Representative Provided. The Contractor will provide the City, in writing, the name and contact information for a field representative of the Contractor that is familiar with city and the Agreement and has the authority and ability to address concerns in a timely manner.

Section 3.6 Monthly Service Reports. The Contractor will provide a monthly report to the City of any reported service concerns or requests. Such reports will include request for Houseline collection, missed pick-ups, spillages, and damage to private property. Such reports should also include amount of Solid Waste collected, Recyclable Materials collected, and Yard Waste collected.

Section 3.7 Equipment Utilized. The Contractor will be obligated to provide the number and type of trucks necessary to effectively perform the services outline in this Agreement. Trucks will be identified with the name of the Contractor. Trucks utilized in the performance of this Agreement should not be more than five (5) years in age and should be kept safe, clean, and in sanitary condition with no leakage.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the city will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All equipment will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

ARTICLE IV

TERMS OF AGREEMENT AND COMPENSATION FOR SERVICE

Section 4.1. Effective Date. This Agreement will be effective as of January 1, 2020 (the “Effective Date”) and coincidental with the City Administrator’s signature and attestation by the City Clerk and shall remain in effect for a period of five (5) years (“Initial Term”) in accordance with the terms of this Agreement.

Section 4.2. Renewal Terms. After the Initial Term, the City may approve up to two additional five (5) year extension(s) (“Renewal Terms”), with and subject to the consent of Contractor, for a potential total

term of fifteen (15) years. To exercise the options to renew for the Renewal Terms, the City must give notice to the Contractor of its intent to renew the agreement no later than 120 days before the end of the current term. Contractor will be deemed to have consented to the Renewal Term unless notice is sent to the City denying the renewal no later than 90 days before the end of the term. The work as specified under this Agreement would begin the Effective Date, and continue, at a minimum, through December 31, 2024, unless cancelled by the City according to the provisions in **Article VIII** of this Agreement.

Section 4.3. Payment for Service Performed. The City agrees to pay the Contractor for the services outlined in the Agreement in the following manner:

- (a) The City will provide a list of addresses where residential solid waste collection services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.
- (b) The Contractor shall invoice the City monthly for services performed as provided for in **Article II** of this Agreement, and the City shall pay the Contractor within 30 days of receipt of said invoice.
- (c) The Contractor agrees to perform all services outlined in Sections 2.1 through 2.4 of this Agreement for the first year of the Initial Term at the price of \$15.75 per active, Residential Dwelling Unit per month (\$189 annually). The Contractor may increase the price in accordance with **Section 4.1(e)**.
- (d) The Contractor agrees to perform all services outlined in Sections 2.10 and 2.11 of this Agreement in accordance with the prices provided for in Appendix C of this Agreement.
- (e) After the first year of the Initial Term and each year thereafter, the Contractor may increase the price for the services performed by Contractor for the next year by an amount equal to the “Consumer Price Index, All Urban Consumers, U.S City Averages” for Garbage and Trash Collection 12-month average as provided by the U.S. Bureau of Labor Statistics. The City shall be notified by May 1st each year of any increases that may occur for the following year pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year. In no case shall an annual increase ever be greater than 3% without the mutual agreement, in writing, of both parties.

ARTICLE V

RESPONIBILITIES AND DUTIES

Section 5.1. City’s responsibility to provide information. The City shall provide all information under its control with reasonable promptness and designate the City Administrator, or his or her designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

Section 5.2. Contractor’s responsibility. The Contractor’s inability to perform its responsibilities and obligations under this Agreement is excused during the pendency of any strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this Agreement. The City and the Contractor shall agree upon any delay or

cancellation of performance and execute a memorandum in writing documenting the excuse of performance or delay in performance of this Agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this Agreement.

Section 5.3. Contractor’s duty to provide necessary materials and equipment. Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the Agreement as specified in the Agreement Documents.

Section 5.4. Contractor supervision. Contractor will supervise and direct the work performed and shall be responsible for its employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written approval of the City, which may be granted at the sole discretion of the City.

Section 5.5. Contractor’s duty to obtain licenses and permits. Contractor agrees to obtain and maintain, during the term(s) of this Agreement, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this Agreement. Contractor shall bear the cost of any permits which it is obligated to secure. Included in these permits will be the “Occupational License and/or Business License” required of all contractors doing business within the City limits. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required by applicable law.

Section 5.6. Contractor’s duty to comply with laws and regulations. Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Section 5.7. Drug/Crime Free Workplace.

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

- a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- c) Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of Agreement and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

Section 5.8. General compliance with all laws and regulations. Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Section 5.9. Agreement assignable and transferable subject to approval of the City. Contractor may assign or transfer its rights under the Agreement subject to (1) the Contractor providing ninety (90) day written notice of the same to the City and (2) the City’s approval, in writing, of the assignment or transfer,

which may be granted at the sole discretion of the City.

Section 5.10. Maintenance of Performance Bond. The Contractor will be required to maintain a Performance Bond for the life of the Agreement. The Performance Bond will be from a recognized surety company and will be in an amount equal to the compensation that the Contractor will receive for the first year of services under the Initial Term of the Agreement (\$571,000). In the event that the Performance Bond is accessed by the City or is otherwise diminished, the Contractor will have thirty (30) days to restore the Performance Bond to the original amount.

The Performance Bond may be accessed if the Contractor is unable to perform the work under the Agreement and reasonable resolution is not reached.

ARTICLE VI

DAMAGES, DELAYS, AND DEFECTS

Section 6.1. Limitation on monetary damage to the City. If the whole or any part of this Agreement is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this Agreement, the City's monetary damages will be limited to the cost of the steps taken to complete whatever contracted work in a workmanlike manner. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the Agreement, including extras, with the utmost diligence, subject to delayed or excused performance in accordance with Section 5.2 of this Agreement, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner. This may include acting upon the Performance Bond as provided for in Section 5.10 of this Agreement.

Section 6.2. Contractor and sureties liable. Contractor and/or its sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Section 6.3. Storage and removal of materials and equipment. Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Section 6.4. Contractor's repair of damage. Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such contractor or vendor hired to do such repairs within 10 days of completion of the repairs. Notwithstanding the foregoing provisions of this Section 6.4 or any other term or provision of this Agreement, the City represents to Contractor that the streets, roadways, alleys, parking lots, driveways, paved areas and any other surface that Contractor will use to perform the work are sufficient to withstand the fully-loaded tear weights of Contractor's service vehicles. Accordingly, Contractor shall be relieved of and is hereby released from any claims that the City may have or make for any damage to streets, roadways, alleys, parking lots, driveways, paved areas and any other surface area resulting from Contractor's due performance of the work services under this Agreement; provided, however, Contractor shall not be released and shall remain liable for damages to streets, roadways, alleys, parking lots, driveways, paved areas and any other surface caused by Contractor's negligent acts or omissions or for accidents for which Contractor is determined to be at fault.

Section 6.5. Contractor’s duty to report. Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this Agreement, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII INSURANCE AND INDEMINIFICATION

Section 7.1 Indemnity and Required Insurance. The Contractor shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers’ compensation claims, in any way resulting from or arising out of the operations of the respondent under this Agreement; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the respondent shall, at his own expense, satisfy and discharge same.

Furthermore, the Contractor shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability		
Automobile Liability	\$3,000,000	\$3,000,000
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
Worker’s Compensation		
• Employee Claims	Statutory for Kansas	
• Employer’s Liability	\$1,000,000 per accident	
	\$1,000,000 disease – policy limit	
	\$1,000,000 disease – each employee	

Workers’ Compensation policies should include a “Waiver of Subrogation” in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the service provider shall be the property of the service provider and insured as such. The City of Mission will not be responsible for any damage that may occur to such items.

Section 7.2 Hold Harmless Claims. The Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

ARTICLE VIII

CANCELLATION AND/OR TERMINATION OF AGREEMENT

Section 8.1. Termination with cause. If Contractor fails to perform his duties as specified in this Agreement, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this Agreement. Such notification shall be made in writing, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) within thirty (30) days of notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Mission, City may terminate this Agreement immediately without notice and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this Agreement for up to ninety (90) days, for which Contractor may be held liable for such costs. In the event this Agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications and/or apply any pending credits to the final invoice.

Section 8.2. Termination without cause. The City may cancel or terminate this Agreement at any time during any Renewal Term without cause by providing ninety (90) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this Agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Section 8.3. Cancellation notice not relieve Contractor. Any cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this Agreement and orders issued prior to the effective date of cancellation.

Section 8.4. Waiver. Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under the Agreement or by law despite any such forbearance or indulgence.

Section 8.5. Payment not proof of satisfaction. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Section 8.6. Use of performance bond. If the Contractor fails to comply with or perform a material term of this Agreement and has not corrected said non-compliance or failure to perform within any applicable timelines, the City may call upon and draw from the Contractor's performance bond required by this Agreement.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Dispute resolution. In case of a dispute arising under this Agreement, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys' fees between the parties.

- (a) If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to **Article VIII**, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach. Nothing in this provision shall prevent the City from terminating the agreement without cause under Section 8.2.
- (b) If City shall be in material default or breach of any material provision of this Agreement, Contractor may terminate this Agreement or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

ARTICLE X

MISCELLANEOUS

Section 10.1 Severability. In the event that any provision of this Agreement shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

Section 10.2 Applicable Laws. This Agreement and the rights of the City and the Contractor under this Agreement shall be interpreted to the internal laws, but not the conflict of laws, rules, of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

Section 10.3 Personal Non-Liability of Officials, Employees and Agents of the City. No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officers, employees or agents as such is hereby expressly waived and released as a condition of an consideration for the execution of this Agreement.

Section 10.4 Kansas Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. Any automatic renewal of the terms of this Agreement shall create no legal obligation on the part of the City. The City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City’s current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 10.5. Notice. Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, and email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Mission,
 Attn: City Administrator
 6090 Woodson
 Mission, KS 66202

If to Contractor: WCA of Missouri, LLC
 Attn: District Manager
 22820 S. State Route 291
 Harrisonville, MO 64701

Section 10.6 Incorporation of Appendices. The Appendices attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 10.7 Entire Agreement. This Agreement sets forth the entire agreement of the City and the Contractor with respect to the provision of the services and compensation therefor, and there are no other understandings or agreements, oral or written, between the City and the Contractor with respect to services or compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement or action other than those expressed or explicitly referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CITY OF MISSION, KANSAS:

Ronald E. Appeltoft, Mayor

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM

David Martin, City Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPENDIX A
ACCEPTABLE RECYCABLE MATERIALS

The following shall be deemed materials acceptable for recyclable collection under this Agreement.

Containers:

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Other materials which are not identified in this Appendix, but deemed to be eligible for recycling subsequent to the execution of this Agreement, will also be included in this Appendix as if expressed in such initially.

The Contractor will be required to report to the City on a quarterly basis the amount, either by weight or volume, of recyclables collected.

APPENDIX B

MAP OF SERVICE AREAS

Mission Residential Trash and Recycling Schedule

Beginning Week of January 1

Trash and recycling pickup will occur on the same day.



APPENDIX C
COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM
CITY FACILITIES

The Contractor will provide solid waste and recycling collection from the City's four municipal facilities at the following rates:

City Hall/Police Department – 6090 Woodson Road

2-Yard Dumpster – Qty. of Two (2) – collected three (3) times a week at **\$190 per month**

Mission Family Aquatic Center (pool) – 6090 Woodson Road

8-Yard Dumpster – Qty. of One (1) – collected one (1) time a week at **\$80 per month (April-September)**

This facility is operational from April through September. No collection services are needed during non-operational months.

Sylvester Powell, Jr. Community Center – 6200 Martway Street

2 Yard Dumpster – Qty. of Four (4) – collected three (3) times a week at **\$300 per month**

8-Yard Dumpster (Recycling) – Qty. of Two (2) – collected one (1) a week at **\$150 per month**

Public Works Maintenance Facility – 4775 Lamar Avenue

8-Yard Dumpster (Recycling) – Qty. Of One (1) – collected one (1) time a week at **\$80 per month**

40-Yard Dumpster – Qty. of Two (2) – collected upon request at **\$295 per haul**

Item	Description	Quantity Requested	Current Contract - Waste Management			WCA			Allied Services (d/b/a Republic)			Waste Management			
			Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	
Weekly Residential Solid Waste Collection															
1	Cost per month, per resident for weekly collection of solid waste limited to one poly-cart	2,970	\$13.82	\$41,045.40	\$492,544.80	\$8.75	\$25,987.50	\$311,850.00	\$10.65	\$31,630.50	\$379,566.00	\$17.99	\$53,430.30	\$641,163.60	
Base Bid - Weekly Residential Recycling															
2	Cost per month, per resident for weekly collection of recyclable waste - UNLIMITED AMOUNT	2,970	\$2.06	\$6,118.20	\$73,418.40	\$4.00	\$11,880.00	\$142,560.00	\$7.95	\$23,611.50	\$283,338.00	\$0.00	\$0.00	\$0.00	
Alternate Bid - Weekly Residential Recycling															
3	Cost per month, per resident for weekly collection of recyclable waste - LIMITED:	2,970	N/A	N/A	N/A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Weekly Yard Waste Collection															
4	Eight (8) Yard Waste Bags - January through October	2,970	\$1.08	\$3,207.60	\$38,491.20	\$3.00	\$8,910.00	\$106,920.00	\$3.00	\$8,910.00	\$106,920.00	\$0.00	\$0.00	\$0.00	
5	Twelve (12) Yard Waste Bags - November through December	2,970	\$1.08			\$3.00			They will collect 12 bags all year.			\$0.00	\$0.00	\$0.00	
Bulky Item - Once a Month Pick-up															
6	Cost per month, per resident, for monthly collection of bulky items (limit of three - 3)	2,970	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10 per item collected			\$0.00	\$0.00	\$0.00	
Overage Stickers															
7	Cost per overage sticker	2,970	\$1.50			\$1.50			\$1.25			\$1.25			
Community Festivals															
8	2-Yard Dumpster - Two (2) dumpsters provided up to four times a year for community festivals	4	\$7.00			\$0.00		\$0.00	\$190.00		\$760.00	\$0.00		\$0.00	
9	Portable Toilets - Six (6) portable toilets provided up to four time year for community festivals	4				\$0.00		\$0.00	No Bid		No Bid	\$0.00		\$0.00	
CURRENT TOTAL				\$50,371.20	\$604,454.40	TOTAL	\$46,777.50	\$561,330.00	TOTAL	\$64,152.00	\$770,584.00	TOTAL	\$53,430.30	\$641,163.60	

Notes:

\$0.00 signifies that the item is included in the overall bid price

Item	Description	Quantity Requested	Current Contract - Waste Management			WCA			Allied Services (d/b/a Republic)			Waste Management			
			Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	Unit Price	Total Monthly	Total Annual	
Collection for City Facilities															
City Hall															
10	2-Yard Dumpster collected 3 times a week	2	\$0.00	\$0.00	\$0.00		\$190.00	\$2,280.00		\$540.00	\$6,480.00	\$0.00	\$0.00	\$0.00	
Mission Family Aquatic Center (pool) Six Months															
11	2-Yard Dumpster - collected 1 time a week	2	\$0.00	\$0.00	\$0.00		\$75.00	\$450.00		\$180.00	\$1,080.00	\$0.00	\$0.00	\$0.00	
12	8-Yard Dumpster - collected 1 time a week	1	\$0.00	\$0.00	\$0.00		\$80.00	\$480.00		\$165.00	\$990.00	\$0.00	\$0.00	\$0.00	
Sylvester Powell Jr. Community Center															
13	2-Yard Dumpster - collected 3 time a week	4	\$0.00	\$0.00	\$0.00		\$300.00	\$3,600.00		\$270.00	\$3,240.00	\$0.00	\$0.00	\$0.00	
14	8-Yard Dumpster - collected 1 time a week	2	\$0.00	\$0.00	\$0.00		\$150.00	\$1,800.00		\$330.00	\$3,960.00	\$0.00	\$0.00	\$0.00	
Public Works Maintenance Facility															
15	8-Yard Dumpster - collected 1 time a week	1	\$41.70	\$41.70	\$500.40		\$80.00	\$960.00		\$165.00	\$1,980.00	\$0.00	\$0.00	\$0.00	
16	80-Yard Dumpster - collected upon request	2				\$295.00									
TOTAL			\$41.70	\$500.40		TOTAL	\$875.00	\$9,570.00	TOTAL	\$1,650.00	\$17,730.00	TOTAL	\$0.00	\$0.00	

Current Contract -Waste Management			WCA			Republic			Waste Management		
OVERALL TOTAL	\$50,412.90	\$604,954.80	OVERALL TOTAL	\$47,652.50	\$570,900.00	OVERALL TOTAL	\$65,802.00	\$788,314.00	OVERALL TOTAL	\$53,430.30	\$641,163.60

Residential Rates Based on 2,970 Households	Monthly	Annual		Monthly	Annual		Monthly	Annual		Monthly	Annual
	\$16.97	\$203.69			\$16.04		\$192.54			\$22.16	\$265.87

Item	Description	WCA	Allied Services (d/b/a Republic)	Waste Management
1	<u>Cart for Solid Waste Collection</u> Poly-Cart for solid waste collection. Maximum of 65 gallons with wheels, lid, and handle. Company name and contact.	65 gallon poly cart containers will be manufactured by Sierra Container Group for this contract. Poly-cart containers will have wheels, lid, and handle and labeled with company name.	65 gallon poly cart containers will be provided. Poly-cart containers will have wheels, lid, and handle and labeled with company name. Carts are blue with black lid	Same as is currently provided.
2	<u>Cart for Recycling</u> Poly-Cart for recycling waste collection. Minimum of 65 gallons with wheels, lid, and handle. Different color and recycling instruc.	65 gallon poly cart containers will be manufactured by Sierra Container Group for this contract. Poly-cart containers will have wheels, lid, and handle and labeled with company name.	65 gallon poly cart containers will be provided. Poly-cart containers will have wheels, lid, and handle and labeled with company name. Carts are blue with light blue lid.	Same as is currently provided.
3	<u>Yard Waste</u> Collection of 8 bags of yard waste weekly between January and October. Collection of 12 bags weekly November and December.	Same price for both types of pick-ups.	Subcontracts with Compost Connections for yard waste collection. Will provide year-around 12 bag service. Bundles are no longer than 48" and no heavier than 50lbs.	Same as is currently provided.
4	<u>Bulky Item Pick-up</u> Once a month pick-up at curb of bulky items (limited to 3 items). Bulky items are things that can be reasonably handled by 2 people.	Residentially generated items including furniture, mattresses and small appliances are accepted. No appliances with CFCs, no electronics, and no auto parts.	Can provide as currently done or all bulky pick-up on day each week. Will work with City to decide best option.	Same as is currently provided.
5	<u>Overage Stickers</u> Overage stickers that can be purchased at city hall, community center or local retail. Should have name of company on them.	Overage stickers will be made available for sale at local retailers as well as mailed to customers directly that request them from WCA.	No response provided.	Same as is currently provided.
6	<u>Solid Waste Collection Method</u> Bidder will indicate if they are purposing to utilize the current collection method or alternative method.	Continue with the City's current collection method.	Continue with the City's current collection method.	Same as is currently provided.
7	<u>Holiday Schedule</u> The Bidder will provide a holiday schedule for the entire year.	Observe Thanksgiving, Christmas, and New Year's Day.	No response provided.	No response provided.
8	<u>Inclement Weather Policy</u> The Bidder will provide an inclement weather policy, if one exists.	WCA will inform the City of inclement weather delays or suspensions, and will announce through all available methods.	No response provided.	No response provided.

Item	Description	WCA	Allied Services (d/b/a Republic)	Waste Management
	Reason for No Pick-Up	No response provided.	No response provided.	No response provided.
9	The Bidder will need to have a method in place for identifying to residents why certain items are not collected.			
	Handling of Service Concerns	Call center located in Harrisonville, MO. Minimum of 12 customer service representatives are available by phone and email. After hour calls are directed to a voicemail box and are reviewed the following morning. City dedicated website with information specific to Mission. Service requests can also be taken through this.	No response provided.	Website - wm.com - offers 24/7 account management and online chat. They also offer a WM Mobile App. And, there is email and phone. Onboard computing system allows for real-time route management for the service care team.
10	The Bidder will need to maintain a toll-free telephone line for receiving service concerns or requests. The line is staffed 8-5 M-F. VM for afterhours. Social media is strongly encouraged.			
	Equipment To Be Used	Front loading trucks will be used for trash and recycling. Rear loading packing trucks will be used for yard waste and bulky items. Trucks will be ordered if the contract is awarded.	Front loading trucks will be used for trash and recycling. Both trucks are Mack. One is 2016 and the other is 2008 (scheduled to be replaced in 2021). 150 trucks in entire fleet in KC market.	Just general information about their national fleet, safety programs, and maintenance programs is provided. Nothing specific to Mission.
11	The Bidder will provide a list of equipment to be used. List should include year, make, and model of each truck.			
	Customer Communications & Education	Will uses of Sturges Work Communications to develop a multi-channel public education program for Mission residents that will be launched prior to cart delivery and sustained throughout the contract.	Carts will be delivered in 3 to 4 days. Service information will be provided when the carts are delivered.	Not applicable if awarded contract.
12	Within 10 days of the Notice to Proceed being issued, bidder will prepare and deliver to all households a brochure containing information about company. Also ongoing recycling and solid waste education.			



August 23, 2019

Brian Scott, Assistant City Administrator/Finance Director
City of Mission
6090 Woodson Street
Mission, KS 66202

Mr. Scott:

WCA of Missouri, LLC, a subsidiary of WCA Waste Corporation, is pleased to submit our proposal for the City of Mission's Residential Waste Collection Services contract. We have carefully examined all of the bid packet and have a clear understanding of the requirements outlined in the document.

In municipalities across the region, WCA provides residential waste collection services that are largely identical to the Mission bid document's Scope of Services. The municipal representative who would oversee the Mission contract helped create the current Johnson County solid waste code and was an original author of the "Mission Model," which became the countywide template for residential waste collection.

As our response details, WCA serves scores of markets across 11 states. Locally, WCA owns one of the region's two recycling facilities and a pair of transfer stations that aggregate waste for transport to a company-owned landfill in Sedalia. Additionally, all WCA customers in the greater Kansas City market enjoy the benefit of our **locally-based customer service, dispatching and billing operations, along with a local District Manager empowered to make immediate commitments and decisions**. Further, the city will enjoy unrivaled responsiveness from WCA's municipal representative, who is a longtime Mission resident.

WCA is eager to invest significant capital and personnel assets to properly serve the Mission community in ways that go beyond weekly solid waste collection. The company seeks out community partnership opportunities, and we are proud of our history of civic engagement across Greater Kansas City.

Thank you for accepting this proposal from WCA. After reviewing our bid, we are confident you will agree that WCA has the experience and qualifications to be the solid waste services provider for the City of Mission.

Tom Coffman
WCA Municipal Representative
19212 E. 231st Street
Harrisonville, MO 64701
816-787-2382
tcoffman@wcamerica.com



INVITATION FOR BIDS

FOR

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

The City of Mission is seeking bids from qualified companies for the systematic, weekly collection of solid waste, recyclables and yard waste from residential properties within the City of Mission. Interested companies should submit one (1) hard copy and one (1) electronic copy of a complete Bid as stipulated in this Invitation for Bids (IFB). The Bid must be submitted in a sealed envelope marked "Solid Waste Collection" and addressed to the City Clerk's office at Mission City Hall, 6090 Woodson, Mission, KS 66202.

BIDS MUST BE RECEIVED NO LATER THAN
4:30 P.M. CDT, FRIDAY, AUGUST 23, 2019

Questions regarding this IFB may be submitted in writing to:
Brian Scott, Assistant City Administrator/Finance Director
6090 Woodson Street
Mission, KS 66202
bscott@missionks.org

City of Mission
INVITATION FOR BIDS
FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Addendum #1

This is the first addendum issued for the IFB for residential solid waste collection services for the City of Mission. Two questions were asked by prospective bidders, and we are providing answers below.

Question: What are the monthly household rates currently being billed?

Answer: Solid Waste = \$ 13.82
Recycling = \$ 2.06
Yard Waste = \$ 1.08

Question: Can you provide me with the current per-household monthly trash rate?

Answer: The City knows of two condominium properties where they are paying for residential pick-up through their property taxes (just like a single-family home) and they are also paying for a commercial dumpster, because the poly-carts are not always the best option. These locations are:

Lincolnshire - 6441 W 51st, Mission, KS 66202 - 33 Units - Commercial contract (Trash only) - billed separately includes a weekly pickup for seven (7) - 2 yard dumpsters

Summit Condominiums - 4800 Horton St, Mission, KS 66202 - 44 units - Commercial contract - unknown but similar to Lincolnshire.

Bids will be due next Friday, August 23rd.

City of Mission

Invitation for Bids for Residential Solid Waste Collection Services

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1. INTRODUCTION

The City of Mission is seeking Bids for **Residential Solid Waste Collection Services**, which entails the systematic, weekly collection of solid waste, recyclables, and yard waste; and the once a month collection of bulky items, from all residential properties within the city of Mission.

A full Invitation for Bids (IFB) can be obtained from the City's website – www.missionks.org. The IFB contains the Scope of Work, terms and conditions, and requirements for submittal. Any revision to the IFB, or additional information to be provided, will be through addenda published on the City's website. All respondents must acknowledge with their Bid that they have received and considered all addenda.

To be considered, one (1) hard copy and one (1) electronic copy of the complete Bid should be submitted in a sealed enveloped labeled "Solid Waste Collection Services" to the City Clerk's Office, Mission City Hall, 6090 Woodson, Mission, KS 66202 by 4:30 p.m. CDT, Friday, August 23, 2019. Any Bids received after this date and time will be returned unopened.

Questions regarding this IFB should be submitted in writing to:

Brian Scott
Assistant City Administrator/Finance Director
City of Mission
6090 Woodson
Mission, KS 66202
bscott@missionks.org

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those responding to this IFB. The City reserves the right to select the Bid that best meets the overall needs of the City and to waive any informalities, technicalities, or irregularities in the Bids. Bids that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

2. BACKGROUND

2.1. The City of Mission

The City of Mission is a municipal corporation organized under the constitution and laws of the State of Kansas. The City serves a population of approximately 9,400 residents within a 2.87 square mile area located in Northeast Johnson County, Kansas; two miles west of the Missouri/Kansas boarder.

The City is comprised of five operating departments: administration, community development, police, public works, and parks and recreation. The City has 72 full-time

employees and an annual operating budget of \$12 million. Respondents unfamiliar with the City can find more information online at the City's website, <http://missionks.org/>.

2.2. Geographical Boundaries of the Residential Solid Waste Collection Service Area

The residential solid waste collection service area will be entirely within the city of Mission. The city's corporate boundaries are approximately:

- North: I-35 and the Johnson County/Wyandotte County boundaries from Metcalf Avenue to Nall Avenue
- East: Nall Avenue south to Johnson Drive, Johnson Drive east to Roe Avenue, Roe Avenue south to 63rd Street, 63rd Street west to Nall Avenue, Nall Avenue south to 67th Street
- South: 63rd Street west to Nall Avenue, Nall Avenue south to 67th Street, 67th Street west to Lamar Avenue, Lamar Avenue north to Shawnee Mission Parkway, Shawnee Mission Parkway west to Metcalf Avenue
- West: Metcalf Avenue from Shawnee Mission Parkway north to I-35

Please see Appendix A for a map of the city showing the residential solid waste collection area.

2.3. Make-up of Residential Solid Waste Collection Service Area

The residential solid waste collection service area within the City of Mission is comprised of single-family homes, townhomes, duplexes, and triplexes in both the north side of the city (north of Johnson Drive) and the south side of the city (south of Johnson Drive).

There are approximately 2,970 residential units within the city of Mission's residential solid waste collection service area.

There are several multi-family apartment complexes on the north side of the City and in the downtown area that are not included in the service area as they contract individually for solid waste collection.

It should be noted that the city of Mission is a mature, first-tier, suburban community. As such, most of the residential structures range in age from 40 to 80 years. Neighborhoods have mature trees, overhead power lines, and narrow streets. This is especially true on the north side of the city. In addition, the topography on the north side of the city can be very hilly. Bidders should be aware of these conditions when considering their bid.

2.4. Current Residential Collection Services

Residential solid waste collection services are currently provided by Waste Management (formerly Deffenbaugh) under a seven (7) year contract that will be expiring December 31, 2019.

Service includes once a week pick-up of all solid waste, recyclables, and yard waste, and once a month pick-up of bulky items from every residential unit in the city of Mission as described in Section 2.3.

Service specifically entails:

2.4.1 Provision of Carts

Every residential unit is currently provided two (2) poly-carts by the service provider. Each poly-cart is 65 gallons and has a lid, handle, and wheels for easy maneuverability. One poly-cart has a black lid and is designated for solid waste. The other poly-cart has a yellow lid and is designated for recyclables.

Poly-carts are to be stored in a garage or behind the front building line and brought out by the resident to the curb for collection on the designated collection day of the week. Collection is between 7:00 a.m. and 7:00 p.m.

2.4.2 Limits on Amount Collected

The amount of solid waste collected in one week is limited to what can be placed in the one poly-cart designated for such. Additional solid waste can be collected if placed in a sealed bag and identified with an "overage sticker" that is purchased from the City or local retailer.

Currently, **recycling is unlimited**. Once the poly-cart designated for recycling is filled, additional recycling items can be placed in a container marked "recycling" or with the universal recycling symbol.

2.4.3 Yard Waste

Yard waste consists of grass clippings, leaves, loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags, or a 32-gallon bin (labeled yard waste), or bundled and neatly placed at the curb. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, and 65 pounds in weight.

From **January through October**, residents may place **eight (8)** yard waste bags (or any combination of bags, bins, and bundles) at the curb each week for collection.

From **November through December**, residents may place **twelve (12)** yard waste bags (or any combination of bags, bins, and bundles) at the curb each week for collection.

Amounts beyond what is allowed during the specific period of time will require an “overage sticker” that is purchased from the City or a local retailer.

2.4.4 Bulky Items

Bulky item collection is on the first collection day of the month. No more than three (3) large items, such as appliances (no Freon) or furniture, can be placed at the curb for collection on bulky item day.

2.4.5 House-Line Pick-up

Residents may request House-Line pick-up meaning that the driver will walk-up to the house to retrieve the solid waste and recycling bins on the day of collection. This request is made in advance, and is often due to a disability that prevents the resident from moving the trash to the curb on their own.

2.5 Collection Process

Currently, the residential solid waste collection service area is broken out into four (4), separate areas. Each area is collected on a separate day of the week – Monday, Tuesday, Thursday, and Friday.

There are three trucks – one each for solid waste, recycling, and yard waste – that go through the collection area on the collection day.

Please see Appendix A for a map showing the residential solid waste collection areas.

2.6 Billing for Residential Solid Waste Collection Services

The City bills residents for solid waste collection services through a special assessment on their annual property taxes. Currently residents pay \$175 per year for this service. The City supplements the balance of \$25 per year per residential unit with a transfer from the general fund.

The service provider bills the City monthly for this service. The bill is based on the number of households collected multiplied by the monthly rate per household.

3 SCOPE OF SERVICES

3.1 Purpose

The City is seeking Bids from qualified companies that are capable of providing systematic, weekly solid waste collection services for residential units within the city of Mission. Solid waste collection services will include solid waste, recycling, and yard waste. Monthly pick-up of bulky items will also be included in the service.

This Scope of Service will be made a part of and included in the final Contract for Services that the selected Bidder and City enter into.

3.2 Services to be Provided

The selected Bidder will be required to collect solid waste, recycling, and yard waste from every residential unit in the city of Mission once a week in the manner prescribed for in this section. In addition, the selected Bidder will be required to collect bulky items from every residential unit in the city of Mission once a month.

All collection will be provided from the curb of the residential unit with the exception noted in subsection 3.2.5.

Collection will be provided in the following manner:

3.2.1 Solid Waste Collection

The amount of solid waste collected each week from a single residential unit will be limited to one poly-cart that is no larger than 65 gallons. The poly-cart shall have a lid that is completely closed when placed at the curb for collection.

Additional solid waste may be collected from a residential unit if it is placed in a sealed trash bag and labeled with an overage sticker provided by the bidder and purchased by the resident at city hall, the community center, or at local retailers.

Collection shall be done in a neat and orderly manner so as not to have any spills or loose trash left behind on the property or in the street.

3.2.2 Recycling Collection

The amount of recycled waste collected each week from a single residential unit will be **unlimited**.

Recycled waste will be placed in a poly-cart with a minimum capacity of 65 gallons. The poly-cart shall have a lid that is completely closed when placed at the curb for collection. If the poly-cart is full, additional recycling material may be placed in another bin that is clearly marked "recycling" or has the universal recycling symbol.

The Bidder will be required to report to the City on a quarterly basis the amount, either by weight or volume, of recyclables collected and the compensation received, if any, for that amount.

The City understands the circumstances with the current market for recyclable waste. The City is open to alternative solutions that the Bidder may offer to achieve the goal of reducing the overall amount of solid waste collected while still keeping cost reasonable.

3.2.3 Yard Waste Collection

Yard waste will consist of grass clippings, leaves and loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags; or a plastic bin that is no more than 32-gallons; or bundled and neatly placed at the curb for collection. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, less than 65 pounds, and be tied together in a bundle with twine.

Collection of yard waste will be limited to **eight (8) yard waste bags** (or any combination of bags, bins, and bundles) placed at the curb each week for collection between the months of **January through October**.

Collection of yard waste will be limited to **twelve (12) yard waste bags** (or any combination of bags, bins, and bundles) placed at the curb each for collection between the months of **November through December**.

Amounts beyond what is allowed during the specific period of time will require an "overage sticker" that is provided by the Bidder and obtained at city hall, the community center, or local retailers.

3.2.4 Bulky Items

Bulky items are defined as items that can be reasonably carried by one or two individuals. Examples are small appliances with no Freon, pieces of furniture, and household waste that cannot fit in a poly-cart. Automotive parts, tires, or anything with hazardous materials is prohibited. Bidder should provide a list of acceptable items in their Bid.

No more than three (3) bulky items can be placed at the curb for collection on bulky item pick-up day.

3.2.5 Special Conditions for Collections

House-Line Pick-Ups – Residents may request that the driver retrieve the solid waste and recycling bins from the front of the house on the day of collection. This

request is made in advance, and is often due to a disability that prevents the resident from moving the trash to the curb on their own.

Townhome Complexes – There are two townhome complexes where the placing of containers at the curb is not feasible. In these locations 2-yard dumpsters are provided in general locations and dumped once a week by the Bidder. There may be a combination of poly-cart containers and/or 2-yard dumpsters.

3.3 Provision of Carts and Overage Stickers

The selected Bidder will provide to every residential unit in the city that is included in the residential solid waste collection program the following:

Solid Waste - One (1) poly-cart container with a maximum capacity of 65 gallons for general solid waste items. Such poly-cart container should have a black lid, a handle, and two wheels that allows for maneuverability. The poly-cart container should be labeled with the service provider's name and customer service phone number.

Recycled Waste - One (1) poly-cart container with a minimum capacity of 65 gallons for recycled waste. Such poly-cart container should have a yellow lid (or color other than that of the solid waste poly-cart), a handle, and two wheels that allows for maneuverability. The poly-cart container should be labeled with the service provider's name and customer service phone number, and the universal recycling symbol. A list of approved recycling items on the lid or side of the cart would be preferred.

The selected Bidder will need to make arrangements to have the poly-carts distributed throughout the solid waste collection service area prior to the commencement of the contract. Likewise, arrangements will need to be made for the collection of the poly-carts once the contract concludes, if the selected Bidder is not selected to continue with the service.

All poly-cart containers will be made of a durable resin material that is resistant to UV rays; free of cracks, punctures, or any other damage; and will not leak. Poly-cart containers shall have lids that fit snugly and prevent rain water from collecting or trash blowing out. Poly-cart containers for recycling should be made with 25% recycled plastic.

The selected Bidder will have a system in place for the timely replacement of poly-cart containers that are damaged or lost.

The selected Bidder shall provide "overage" stickers that can be purchased by residents at city hall, community center, or various retailers in the city. The "overage" stickers will include the name of the service provider, contact information, and be designed in such way that they can be easily identifiable by the driver.

The selected Bidder shall provide material to every residential unit at least twice a year on the benefits of recycling and materials that can be recycled (both through the service provider and by other means such as Ripple Glass).

3.4 Residential Unit

A residential unit is defined as a single-family home, townhome, condominium, duplex, or triplex.

Multi-family structures of four (4) or more units are not included in this definition and are not part of the residential solid waste collection service.

3.5 Solid Waste Collection Method

The selected Bidder will develop a systematic method for collection of solid waste that is consistent, efficient in time and resources, and reduces the amount of truck traffic in the city.

The selected Bidder may select to continue with the current method that is utilized for solid waste collection in the city, or propose an alternative method that is acceptable to the City.

If an alternative collection method is proposed and accepted by the City, it will be “locked down” for the first year. Request for changes to routes, including days of collection, will be submitted to the City ninety (90) days prior to the end of the year of the contract to allow time for consideration by the City and communication to the residents. Approval of such requests are at the sole discretion of the City.

3.6 Holiday Schedule

The selected Bidder must provide a holiday collection schedule for the entire year by the first of December of the preceding year.

The schedule will be posted on the City’s website and in the City’s newsletter, and should be on the service provider’s website as well.

3.7 Inclement Weather

The Bidder will provide a policy for adjustments to the collection schedule in cases of inclement weather (i.e. collection is delayed by one day when...), if one exists. Enactment of such policy will be communicated to the City within 24-hours, or as soon as possible, and posted to the Bidder’s automated answering phone line and webpage.

Periods of extreme heat will be considered an inclement weather event, and as such the Bidder will notify the City 24-hours prior to any adjustment in the collection schedule.

3.8 Customer Communications

Within ten (10) business days of the Notice to Proceed being issued to the selected Bidder, the Bidder will prepare and deliver to all customers within the solid waste collection service area a brochure introducing the company. The brochure will contain:

- The name of the service provider
- Toll-Free telephone number for customer service concerns and requests
- Web page address and email
- Collection days and hours
- Holidays observed by the service provider and alternative collection days
- Inclement weather policy and alternative collection days.

The brochure will also include a calendar of holidays when collections does not occur, and the policy for collecting afterwards, and a policy for collecting during inclement weather (if applicable). The brochure will need to provide regulations concerning the preparation of solid waste, recyclable waste, yard waste, and bulky items for collection.

It is expected that the Bidder will promote recycling in this brochure and throughout the year with additional brochures and information on its webpage.

3.9 Reason for No Pick-Up

The Bidder will need to have a method in place for identifying to the resident why certain items are not collected on the day of collection. This method could be, as an example, a door hanger or sticker placed on the item with a list of common reasons, and the applicable reason for that particular non-pick-up checked.

3.10 Handling of Service Concerns and Requests

The selected Bidder must maintain a toll-free telephone line for receiving service concerns or requests. The telephone line will be staffed by trained personnel between 8:00 am and 6:00 pm, Central Standard Time, Monday through Friday, except for holidays. Calls will be answered promptly. Those answering the telephone line will need to be familiar with the City's solid waste collection contract and be able to answer questions and address concerns specific to the contract.

The telephone line will have a voice mail box or answering service available during non-business hours that residents may leave a message. Calls made during non-business hours will be returned within the first hour of the next business day.

Alternative methods for receiving service concerns or requests such as a webpage, email, or social media are strongly encouraged.

Service concerns or requests received before noon, Central Time, of the collection day must be addressed before close of business that same day.

Service concerns or requests received after noon, Central Time, of the collection day must be addressed before close of business the following business day.

Service concerns will include a missed collection on the designated collection day, failure to return the containers to the curb in good order, spillage, or similar type of incident.

Concerns regarding spillage should be addressed within an hour of the concern being received.

The selected Bidder will also provide the City with the name and contact information for a field supervisor that is able to address concerns in a timely manner.

The selected Bidder will provide a monthly report to the City of service concerns, missed pick-ups, and requested house-line pick-ups.

3.11 Solid Waste Collection from City Facilities

In addition to residential solid waste collection services, the City is also seeking solid waste and recycling collection from its four municipal facilities:

- City Hall/Police Department – 6090 Woodson Road
2-Yard Dumpster – Qty. of Two (2) – collected three (3) times a week
- Mission Family Aquatic Center (pool) – 6090 Woodson Road
2-Yard Dumpster – Qty. of Two (2) – collected one (1) time a week
8-Yard Dumpster – Qty. of One (1) – collected one (1) time a week
(This facility is operational from April through September. No collection services are needed during non-operational months.)
- Sylvester Powell, Jr. Community Center – 6200 Martway Street
2 Yard Dumpster – Qty. of Four (4) – collected three (3) times a week
8-Yard Dumpster – Qty. of Two (2) – collected one (1) a week
- Public Works Maintenance Facility – 4775 Lamar Avenue
8-Yard Dumpster – Qty. Of One (1) – collected one (1) time a week
80-Yard Dumpster – Qty. of Two (2) – collected upon request

3.12 Solid Waste Collection from City Festivals and Neighborhood Events

The selected Bidder will need to provide two (2) 80-yard dumpsters up to four (4) times a year for City sponsored festivals and neighborhood events. If the selected Bidder provides

portable toilets as well, then six (6) portable toilets will be provided up to four (4) times a year for City sponsored festivals and events as well.

4 TERMS AND CONDITIONS

4.1 Compliance with All Applicable Local, State, and Federal Laws

The selected Bidder shall comply at all times with all applicable municipal, county, state and federal regulations and laws pertaining to the services offered under this Contract. In so doing, there shall be no increase in compensation to the Bidder as set forth in the Contract for compliance with such regulations and laws.

4.2 Familiarity with City Codes Pertaining to Solid Waste Collection

The selected Bidder shall be familiar with all City of Mission Municipal Codes pertaining to solid waste collection within the City of Mission. In particular, the Bidder should be familiar with Chapter 235 of the City of Mission Municipal Code – Solid Waste Collection, Disposal, and Recycling. Please see Appendix B for a copy of this code.

4.3 Occupational Licenses

The selected Bidder shall maintain an Occupational License with the City of Mission for the life of the contract.

4.4 Minimum Experience and License

The selected Bidder will have at least five (5) years of experience in curbside solid waste and recycling collection similar to the services that are being solicited for in this IFB.

The selected Bidder shall also have a license with Johnson County and the State of Kansas Department of Health and Environment for solid waste collection and maintain such for the duration of the contract.

4.5 Designated Disposal Site

The selected Bidder shall have a contract in place, or designated location, that will accept the solid waste, recyclables, and yard waste collected in the city.

4.6 Financial Ability and Performance Bond

The selected Bidder shall be prepared to demonstrate that it has the financial capability to take on the provision of solid waste collection services for the City of Mission.

The selected Bidder will be required to maintain a Performance Bond for the life of the contract. The Performance Bond will be from a recognized surety company and will be in an amount equal to the compensation that the Bidder will receive for the first year of services under the Contract.

The Performance Bond will be pulled if the Bidder is unable to perform the work under the contract for whatever reason.

4.7 Sub-Contracting

The selected Bidder will not sub-contract the provision of services to another company, individual, or entity without first receiving the expressed, written consent of the City.

4.8 Equipment Utilized

The selected Bidder must provide the appropriate number of trucks and personnel to perform the service in the manner provided for in this IFB.

No truck utilized in performing the services should be older than five years. Trucks will be maintained in a safe, clean, and sanitary condition and not allowed to leak. Trucks shall be inspected at least annually and reports of such made available to the City upon request.

Trucks shall also be clearly marked with the name of the Bidder.

4.9 Driver and Personnel Safety Training

The selected Bidder will have a driver safety training program in place and be prepared to demonstrate that drivers performing collection services in the city of Mission have completed such program and any routine or updated training.

Driver's background check shall be performed on all drivers that are utilized for collection services in the city of Mission. Drivers will be required to maintain their commercial driver's license throughout the life of this contract while working in the city of Mission.

Drivers and handlers will be required to wear ANSI Class 2, or better, safety shirt, vest, and/or jackets. Shirts or jackets should have the name of the Bidder clearly labeled on them.

4.10 Indemnity and Required Insurance

The selected Bidder shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of

the operations of the respondent under this contract; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the respondent shall, at his own expense, satisfy and discharge same.

Furthermore, the service provider shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$3,000,000	\$3,000,000
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
Worker's Compensation		
• Employee Claims	Statutory for Kansas	
• Employer's Liability	\$1,000,000 per accident \$1,000,000 disease – policy limit \$1,000,000 disease – each employee	

Workers' Compensation policies should include a "Waiver of Subrogation" in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the service provider shall be the property of the service provider and insured as such. The City of Mission will not be responsible for any damage that may occur to such items.

4.11 Term of Contract

The Contract shall commence on January 1, 2020 and be for a term of five (5) years with an option for two (2) additional five-year extensions.

Extensions will be granted if the service being provided is acceptable to the City and meets all terms and conditions imposed in the Contract, and the Bidder is in good standing with all agencies and regulatory bodies, and has adequate insurance, and a new performance bond can be produced.

5 SUBMITTAL REQUIREMENTS AND TIMELINE

5.1 Submission of Response

Those desiring to submit a Bid shall **submit one (1) hard copy and one (1) electronic copy of their bid to the City Clerk's Office by no later than 4:30 p.m. CDT, Friday, August 23, 2019.**

Submission should be clearly marked "Solid Waste Collection Services" and addressed to:

City Clerk
City of Mission
6090 Woodson St.
Mission, KS 66202

Submissions received after the date and time stated in this IFB shall not be considered. Any submissions received after the deadline shall be returned unopened providing the entity submitting the response is identified on the response envelope.

5.2 Submission Timeline

The following is a list of key dates for consideration of proposals:

Event	Date
Issuance of IFB	Friday, July 26th
Last Day for Issuance of Addenda	Friday, August 16th
DUE DATE for Bids	Friday, August 23th
Initial Review Bids	Monday, August 26th
Selection of Vendor and Finalize Contract	Friday, August 30th
City Council Consideration	Wednesdays, September 4 th and 18 th
Notice to Proceed Issued	Monday, September 23 rd

5.3 Contents of Submittals

Submissions shall include a complete set of Bid Documents as outlined in this section. To be considered for selection Bid Documents shall be (1) clear and concise, (2) responsive to all IFB requirements, and (3) presented in the form of a written report with the following subheadings clearly marked

1. Cover Letter
2. Experience of the Bidder / Statement of Qualifications
3. References of Bidder
4. Methodology for Service Delivery
5. Equipment to be Used
6. Poly-Carts to be Provided
7. Completed Bid Sheet
8. Acknowledgment of Addenda

9. Bid Bond

5.3.1 Cover Letter (Limit One (1) Page)

Submit a cover letter signed by an individual authorized to obligate the Bidder to fulfill the commitments contained in the Bid. The letter must include the following: (1) a contact for all communication pertaining to the Bid (including name, position, address, direct phone number and email); (2) a statement of the Bidder's understanding of the Scope of Services to be provided and overall ability and qualifications to successfully fulfill the Scope of Services; and (3) acknowledgment by the Bidder that it meets all requirements for award of a contract.

5.3.2 Experience of the Bidder / Statement of Qualifications (Limit Two (2) Pages)

Provide a brief description of the Bidder including length of time in business, services provided, and any certifications and/or affiliations that may be relevant. Provide sufficient information for the City to evaluate the ability and experience of the Bidder to successfully fulfill the Scope of Services.

5.3.3 References (Limit two (2) pages)

Provide references (name, entity, phone number and email) for three other cities (or entities) that the Bidder has provided similar services for in the past three years.

5.3.4 Methodology for Service Delivery (Limit one (1) page)

Bidder may choose to utilize the current methodology or process for providing solid waste collection services in the city of Mission. If the Bidder proposes an alternative methodology, please provide an explanation of such and how this will be beneficial to the City.

5.3.5 Equipment to be Used

Bidder shall provide a list of equipment that will be used in the provision of solid waste collection services for the city of Mission. Such list should include year, make, and model of each truck.

5.3.6 Poly-Carts to Be Provided

Bidder shall provide a description of the Poly-Carts to be used in the service provision. A picture of the Poly-Cart would be preferable.

A description of how the carts are to be distributed will be required and the process by which carts can be replaced if lost or broken.

5.3.7 Appendix C – Complete Bid Sheet

Bidder will provide a completed Bid Sheet with as shown in Appendix C of this IFB.

5.3.8 Appendix D – Acknowledgement of Addenda

Bidder should complete and sign the Acknowledgement of Addenda as found in Appendix D of this IFB.

Bid Documents will be incorporated and become a part of the Contract that the City enters into with the selected Bidder.

5.4 Bid Bond

The Bidder will provide a Bid Bond in the amount of five percent (5%) of the compensation that the Bidder is bidding for the first year of services under the contract. The Bid Bond will be in the form of a Surety Bond from a recognized surety company, cashier's check, or certified check drawn on a responsible bank.

The Bid Bond is subject to forfeiture to the City in the event the successful Bidder fails to enter into the Contract. Bid Bonds of unsuccessful bids will be returned within 120 days of the bid date.

The selected Bidder will provide the Performance Bond upon which the Bid Bond will be returned.

5.5 Bid Withdrawal

Bids submitted may be withdrawn up to the submittal deadline. Bidders will be required to provide a written request to withdraw a bid.

A new bid may be submitted if done so prior to the bid submittal deadline.

5.6 Questions and Addenda

Questions regarding this IFB may be addressed to:

Brian Scott
Assistant City Administrator/Finance Director
6090 Woodson
Mission, KS 66202
bscott@missionks.org

Questions must be submitted in writing.

Any addenda will be posted on the City's website.

The last date for addenda to be issued will be **Friday, August 16, 2019** except for an addendum extending the date of submission or withdrawing the IFB.

5.7 General Requirements and Stipulations with Submission

The City reserves the right to reject any or all Bids and to waive any minor informality, technicality or irregularity in any Bid.

All Bids, and related reference information, submitted in response to this IFB will become the property of the City and will not be returned. Bidders waive any right of confidentiality as to the Bid Documents. If a Bidder considers certain material in the Bid proprietary information, it shall clearly designate those portions of the Bid it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

The City reserves the right to (1) accept or reject any and all Bids and to waive any technicalities or irregularities involving any Bids and to cancel the IFB process at any time prior to entering into a contract, (2) not award a Contract for any or all of the services that are the subject of this IFB process, (3) negotiate Contract terms acceptable to the City with the Bidder and (4) disregard all nonconforming, non-responsive or conditional Bids.

During the evaluation process, the City reserves the right to request additional information or clarifications from those Bidders submitting Bids and to allow corrections of errors and/or omissions.

Submission of a Bid indicates acceptance by the Bidder of the terms, conditions and specifications contained in this IFB to include any contract requirements set forth herein.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those Bidders submitting Bids. The City reserves the right to select the Bid that will best meet the needs of the City. Bids that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

No Bid may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.

By submission of a Bid, each Bidder submitting a proposal certifies and acknowledges that:

- a. It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage fee resulting from the award of the IFB.
- b. The City may, by written notice to the respondent submitting the response, reject the IFB or cancel any award under this IFB if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an agreement or other favorable treatment with respect to this IFB or the entity submitting the response participated on collusion with another entity to restrain or eliminate competition.

- c. The contents of this IFB and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing Contract as the City deems appropriate.

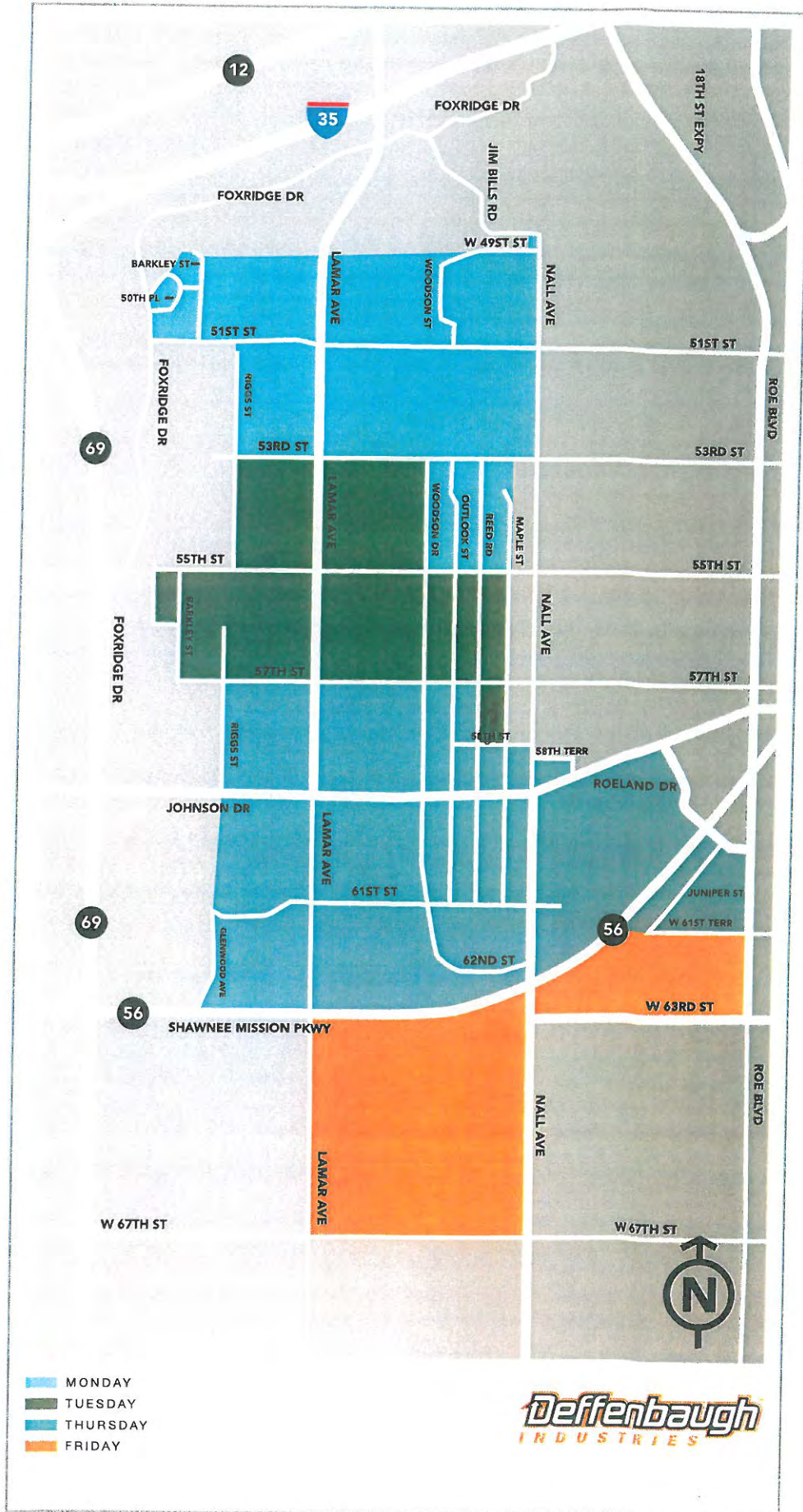
Appendix A

Map of the City of Mission and Residential Solid Waste Service Area

Mission Residential Trash and Recycling Schedule

Beginning Week of December 1

Trash and recycling pickup will occur on the same day.



Appendix B
Chapter 235 - Solid Waste Collection, Disposal and Recycling
City of Mission Municipal Code

City of Mission, KS
Friday, January 4, 2019

Chapter 235. Solid Waste Collection, Disposal and Recycling

Editor's Note — Ord. no. 1270 §1, adopted August 20, 2008, amended this ch. 235 by enacting the new provisions set out herein. Former ch. 235 derived from CC 2000 §§8-101 — 8-132; ord. no. 796 §1, 12-12-90; ord. no. 989 §8, 1-12-00; ord. no. 1161 §1, 5-11-05.

Section 235.010. Purpose.

[Ord. No. 1270 §1, 8-20-2008]

The City Council hereby finds that improper disposal of articles that can be recycled is contrary to the public interest and it is hereby declared to be the policy of the City to recycle materials and properly dispose of solid waste that cannot be recycled in a safe and sanitary manner. The City Council further finds that solid waste management and disposal are functions that it can efficiently and economically provide or regulate in the furtherance of the well-being of its citizens.

Section 235.020. Definitions.

[Ord. No. 1270 §1, 8-20-2008]

For the purpose of this Chapter, the following words shall have the following meanings:

CONSTRUCTION AND DEMOLITION WASTE

Solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; solid waste consisting of motor vehicle window glass; and solid waste consisting of vegetation from land clearing and grubbing, utility maintenance and seasonal or storm-related cleanup. Such wastes include, but are not limited to, bricks, concrete and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction-related packaging. "Construction and demolition waste" shall not include waste material containing friable asbestos, garbage, furniture, appliances, electrical equipment containing hazardous materials, tires, drums and containers even though such wastes resulted from construction and demolition activities. Clean rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste.

CONTRACTOR

A contractor licensed under this Chapter to collect and transport solid waste, recyclable materials and/or yard waste.

DIRECTOR

The City Administrator or his designee.

HAZARDOUS WASTE

1. Any waste or combination of wastes which, because of its quantity, concentration or physical, chemical, biological or infectious characteristics or as otherwise determined by the secretary:

- a. Causes or significantly contributes to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - b. Poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.
2. Hazardous waste shall not include:
- a. Household waste;
 - b. Agricultural waste returned to the soil as fertilizer;
 - c. Mining waste and overburden from the extraction, beneficiation and processing of ores and minerals, if returned to the mine site;
 - d. Drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal energy;
 - e. Fly ash, bottom ash, slag and flue gas emission control wastes generated primarily from the combustion of coal or other fossil fuels;
 - f. Cement kiln dust; or
 - g. Materials listed in 40 CFR 261.4, as in effect on July 1, 1983, or any later version as established in rules and regulations adopted by the secretary.

NUISANCE

Anything which:

1. Is injurious to health or is offensive to the senses or any obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, and
2. Affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and
3. Occurs during or as a result of the handling or disposal of solid waste.

RECYCLABLE MATERIALS

Any materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product or as an effective substitute for a commercial product. "Recyclables" includes, but is not limited to, paper, glass, plastic, municipal water treatment residues, as defined by K.S.A. 65-163 and amendments thereto, and metal, but excludes materials rejected by licensed recycling contractors and yard waste.

RESIDENCE AND RESIDENTIAL

All single-family dwellings, duplexes, triplexes, town homes and condominiums and all other types of dwelling units in the City except apartment buildings, which shall be considered for purposes of this Chapter commercial buildings.

SOLID WASTE

Unwanted or discarded waste materials in a solid or liquid state including, but not limited to, refuse, garbage, trash, rubbish and discarded appliances, furniture, tires, equipment and appliances.

YARD WASTE

Consists of grass clippings, leaves, shrubs and tree trimmings.

Section 235.030. Solid Waste Management Utility — Residential Solid Waste and Recyclable Collection.

[Ord. No. 1270 §1, 8-20-2008]

- A. The City shall provide for the collection and disposal of all residential solid waste as a municipal function and shall extend such service to all residential properties within the City, establish the conditions thereof and fix the charges under which service will be rendered. The City shall license one (1) or more private companies to perform such collection and disposal. All companies providing the service of collecting residential solid waste shall also provide a same-day curbside recycling service or other recycling program approved by the City and shall meet all requirements and regulations set forth by the Governing Body.
- B. Every resident of a residential property in the City shall be required to allow a collector licensed by the City on to his, her or its property for the purpose of collecting residential solid waste and recyclable materials.

Section 235.040. Commercial and Other Collections.

[Ord. No. 1270 §1, 8-20-2008]

The City shall, by licensing, designate collectors to provide for solid waste collection service to institutional, commercial, industrial establishments and apartment buildings. The costs of such services shall be borne by the establishment or apartment building. If the owner of any such establishment or apartment building shall desire to provide for the collection and transportation of its own solid waste generated and/or produced on its own property, such establishment shall make application to the City Administrator for such authority.

Section 235.045. Construction and Demolition Waste Containers.

[Ord. No. 1270 §1, 8-20-2008]

- A. Construction and demolition waste containers may be stored on any residential, institutional, commercial or industrial establishment where a valid building permit has been issued and construction is in progress. Construction and demolition waste containers shall be removed upon the completion of construction.
- B. Construction and demolition waste containers are permissible on any residential, institutional, commercial or industrial property at any time for a fifteen (15) day period, not to exceed one (1) time per year. A permit must be obtained for such fifteen (15) day period from the Director.
- C. The owner, occupant or contractor for every construction site where a construction and demolition waste container is on hand shall place all construction and demolition waste at least once per day into a construction and demolition waste container and maintain such containers and the area surrounding them in a clean, neat and sanitary condition.

Section 235.050. Solid Waste Containers.

[Ord. No. 1270 §1, 8-20-2008; Ord. No. 1291 §1, 3-18-2009]

- A. The owner or occupant of every residence and of every institutional, commercial or industrial establishment or apartment building where solid waste is accumulated must provide sufficient and adequate containers for the deposit and collection of solid waste.
- B. Residential solid waste containers shall have a tight fitting lid or otherwise be tightly secured and/or enclosed to prevent solid waste from escaping or from allowing water to collect inside the container. The container shall be maintained so as to retain odors and prohibit insects or animals from entering the solid waste containers. Containers shall be polycarts furnished by the contractor, not to exceed sixty-five (65) gallons of capacity and shall not weigh over fifty (50) pounds when full.

- C. Commercial solid waste containers shall be approved by the Director. The containers shall be waterproof with a substantial lid or cover tightly fitting to retain all odors and keep out animals and insects and of a sufficient size to receive and hold all solid waste that may accumulate without leakage, overflow or flowing.

Section 235.060. Maintenance of Solid Waste Containers.

[Ord. No. 1270 §1, 8-20-2008]

The owner or occupant of every structure from which solid waste collection is made shall place all solid waste in solid waste containers, except as otherwise provided, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. The contents thereof shall be kept in such condition that they can be readily and fully removed by licensed collectors. No person shall place or store any containers at any place in front of existing buildings, setback lines or existing building lines upon any real property or public rights-of-way in residential areas, except on the day of collection. For institutional, commercial and industrial establishments and apartment buildings, the storage area must be screened from view by enclosure, fence, screen or other suitable means so as to present an aesthetically pleasing appearance.

Section 235.070. Residential Recyclable Containers.

[Ord. No. 1270 §1, 8-20-2008; Ord. No. 1291 §1, 3-18-2009]

Containers for recyclable materials in residential areas shall be polycarts furnished by the contractor(s) with a minimum of sixty-five (65) gallons in capacity and constructed of not less than twenty-five percent (25%) recycled plastic. Containers for recyclable materials in apartment buildings and multi-family dwellings designed for more than four (4) dwelling units may be bags, bins or other containers furnished by the contractor(s) and approved by the Director. The Director may provide other specific requirements for the containers.

Section 235.080. Yard Waste and Composting.

[Ord. No. 1270 §1, 8-20-2008]

It shall be the responsibility of the occupant to place all yard cleanup waste, including, but not limited to, grass clippings, leaves and tree trimmings, in biodegradable kraft paper bags or other rigid containers not exceeding thirty-two (32) gallons in capacity or appropriately bundled tree trimmings at the regular collection point for collection. Containers shall be maintained as to prevent the dispersal of waste placed therein upon the premises served, upon adjacent premises or upon adjacent public rights-of-way. Any composting of yard waste within the City shall be conducted behind the rear building setback line and in a manner so as not to create a nuisance, an offensive sight or offensive odors.

Section 235.090. Tree Trimmings.

[Ord. No. 1270 §1, 8-20-2008]

Tree trimmings less than two (2) inches in diameter shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter when not placed in storage containers.

Section 235.100. Bulky Waste.

[Ord. No. 1270 §1, 8-20-2008]

It shall be the responsibility of the occupant not to permit bulky solid waste to accumulate and to ensure that such waste is disposed of in a proper manner. For purposes of this Section, the term "bulky waste" shall mean non-putrescible solid wastes consisting of combustible or non-combustible waste materials

which are either too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience by solid waste collectors with the equipment readily available therefor. Persons engaged in the collection and transportation of residential solid waste, recyclable materials and yard waste shall make available a bulky waste disposal service. The City shall have the authority to periodically provide for public dumpsters within the City for the benefit of City residents and owners only for the disposal of bulky waste. Locations, duration and any cost of such public dumpsters shall be upon such terms and conditions as approved by the Governing Body.

Section 235.110. Recyclable Collection.

[Ord. No. 1270 §1, 8-20-2008]

The owner or occupant of any residence where recyclable materials shall be generated may separate recyclable materials from all other solid waste and place such recyclable materials at the location designated by the contractor in a recyclable materials container for collection on collection day and shall maintain such recyclable containers and the area surrounding them in a neat, clean and sanitary condition at all times.

Section 235.120. Licensing.

[Ord. No. 1270 §1, 8-20-2008]

All persons desiring to collect and transport residential solid waste within the City shall be licensed and shall collect recyclable materials and yard waste. Application for license shall be made to the City Clerk on forms provided.

Section 235.130. Approval By Governing Body.

[Ord. No. 1270 §1, 8-20-2008]

Each application for license to collect and transport residential solid waste and recyclable materials in the City shall be approved by the Governing Body prior to issuance of any license or the renewal of any license.

Section 235.140. License Fee.

[Ord. No. 1270 §1, 8-20-2008]

All persons engaged in the collection and transportation of solid waste, recyclable materials or yard waste in the City shall pay the occupational license fees required by Chapter 103, Section 103.070 of the Code of the City of Mission, Kansas.

Section 235.150. Collection Frequency.

[Ord. No. 1270 §1, 8-20-2008]

- A. Residential and apartment building collection of solid waste, recyclable materials and yard waste shall be not less than one (1) collection each calendar week.
- B. Institutional, commercial and industrial solid waste collection shall be as required to protect the health, welfare and safety of the City and maintain the premises in a sanitary and uncluttered condition so as to avoid the creation of a nuisance.

Section 235.160. Routes Established.

[Ord. No. 1270 §1, 8-20-2008]

Each person licensed to engage in collection, storage and transportation of residential solid waste and recyclable material shall file a route schedule with the Director to ensure that each area of the City is provided service on the same day of the week.

Section 235.170. Rate Schedule.

[Ord. No. 1270 §1, 8-20-2008]

Each firm applying for a license to engage in collection and transportation of residential solid waste and recyclable material in the City shall file a complete rate schedule with its application. The rate schedule shall list all charges and classification of charges, including special charges for groups or associations charged in any area of Johnson County. The Governing Body shall approve such rates for the period ending on the first (1st) day of December of each year. Any change in the rates prior to being placed into effect shall be approved by the Governing Body. The method and time of billing shall also be indicated and must be approved by the Governing Body.

Section 235.180. Collection Hours.

[Ord. No. 1270 §1, 8-20-2008]

All licensed contractors shall engage in the collection and transportation of solid waste, recyclable materials and yard waste between the hours of 7:00 A.M. and 7:00 P.M.

Section 235.190. Telephone Required.

[Ord. No. 1270 §1, 8-20-2008]

All licensed contractors shall maintain an office with adequate telephone service to provide for service requests and complaints. The Director shall be furnished immediately any change in telephone or address if such office changes after receiving a license.

Section 235.200. Revocation of License.

[Ord. No. 1270 §1, 8-20-2008]

Any person licensed under this agreement and found, after public hearing before the Governing Body, to be in violation of the provisions of this Chapter may have such license revoked.

Section 235.210. Disposal of Solid Waste.

[Ord. No. 1270 §1, 8-20-2008]

All solid waste shall be disposed of at a processing facility or disposal area approved by and complying with all requirements of the Johnson County Solid Waste Management Plan and as permitted by the Kansas Department of Health and Environment and the Johnson County Board of County Commissioners.

Section 235.220. Disposal of Recyclable Materials.

[Ord. No. 1270 §1, 8-20-2008]

All recyclable material shall be disposed of at a recycling processing or disposal facility approved by and in compliance with all local, State and Federal regulations.

Section 235.230. Hazardous Wastes.

[Ord. No. 1270 §1, 8-20-2008]

No person shall place any flammable, explosive or hazardous waste in any container for collection and disposal. Hazardous wastes shall be disposed of only in a manner prescribed by applicable local, State and Federal laws and regulations.

Section 235.240. Insurance.

[Ord. No. 1270 §1, 8-20-2008]

Each collector and contractor in the City shall maintain insurance coverage in an amount not less than one hundred thousand dollars (\$100,000.00) for each person injured or killed and an amount not less than two hundred thousand dollars (\$200,000.00) in the event of injury or death of two (2) or more persons in any single accident and an amount not less than fifty thousand dollars (\$50,000.00) for damage to property, such policy to be written to allow the first (1st) twenty thousand dollars (\$20,000.00) of liability for property damage to be deductible. A certificate of insurance evidencing the required insurance shall be continuously maintained with the Director. The insurance carrier shall be required to notify the City in writing no less than ten (10) days prior to the effective date of such a cancellation. The policy shall contain a provision which shall place the responsibility for the ten (10) day written notice upon the company issuing the policy.

Section 235.250. Inspection.

[Ord. No. 1270 §1, 8-20-2008]

In order to insure compliance with the laws of this City, County, State and any applicable Federal laws and regulations, the Director is authorized to inspect all phases of solid waste management within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law. In all instances where such inspection reveals violation of this Chapter, the Director or other law enforcement personnel may issue a complaint for prosecution in the Municipal Court of the City or other appropriate court of proper jurisdiction.

Section 235.260. Documentation.

[Ord. No. 1270 §1, 8-20-2008]

All residential collectors of solid waste and recyclable materials must submit recycling documentation on a quarterly basis to the Governing Body. Documentation must be submitted no later than April thirtieth (30th), July thirtieth (30th), October thirtieth (30th) and January thirtieth (30th) immediately following the prior quarter. Documentation shall include an affidavit certifying that the Collector has complied with all requirements of this Chapter and substantiate the recyclable disposal method, weight and/or volume amount and compensation received for the materials recycled. Any person licensed to collect solid waste and recyclable materials failing to provide the required documentation will be found in violation of this Chapter and may have his/her license revoked by the Governing Body.

Section 235.270. Rules and Regulations.

[Ord. No. 1270 §1, 8-20-2008]

The Director may promulgate such reasonable and necessary rules and regulations governing the administration of this Chapter. Such regulations shall be approved by the Governing Body. Once approved by the Governing Body, such regulations shall be subject to enforcement on the same manner as set forth in this Chapter. A copy of the regulations shall be on file in the office of the City Clerk.

Section 235.280. Education, Promotion and Marketing.

[Ord. No. 1270 §1, 8-20-2008]

Each solid waste and recyclable materials contractor shall implement public education and awareness programs in coordination with the City to educate the general public and waste generators of the importance of recycling and waste minimization. Each contractor shall submit a public education and awareness program to the Director for approval which program shall commence prior to the commencement of recycling in the City and shall continue so long as such contractor collects recyclable materials in the City. A recycling emblem may be established by the City as part of the recycling program and utilized in the establishment of an awareness program.

Section 235.290. Solid Waste Collection Vehicles.

[Ord. No. 1270 §1, 8-20-2008]

All solid waste collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for collection of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting waste or, as an alternative, the entire bodies hereof shall be enclosed with only loading hoppers exposed. No materials shall be transported in the loading hoppers.

Section 235.300. Recyclable Material Collection Vehicles.

[Ord. No. 1270 §1, 8-20-2008]

All recyclable material collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of recyclable material therefrom.

Section 235.310. Excavation Material.

[Ord. No. 1270 §1, 8-20-2008]

Permits shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities; however, all such material shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the materials being transported spill upon the public rights-of-way.

Section 235.320. Unlawful Activity.

[Ord. No. 1270 §1, 8-20-2008]

A. It shall be unlawful for any person:

1. As owner, occupant or person in charge of any residence, building, lot or premises to violate any of the provisions of this Chapter.
2. As owner, occupant or person in charge of any residence building, lot or premises to deposit or cause to be deposited upon any street of the City or upon any other property, public or private, within the City limits any solid waste, yard waste or recyclable material except as prescribed in this Chapter.
3. As non-residents of the City to deposit anything in public dumpsters.
4. To engage in the business of collecting, transporting, processing or depositing of solid waste, recyclable material or yard waste within the City without first obtaining a license to do so from

the Governing Body.

5. Be granted a license from the City under this Chapter for collection and transportation of solid waste, recyclable materials and yard waste to violate any of the provisions of this Chapter.
6. To deposit solid waste, recyclable materials or yard waste in any solid waste container or recyclable container other than his/her own without the written consent of the possessor of such container and/or with the intent of avoiding payment of the service charge thereafter provided for solid waste collection, recyclable material collection, yard waste collection and disposal.
7. To interfere in any manner with solid waste and/or recyclable collection equipment or with solid waste and recyclable collectors in the lawful performance of their duties.
8. To burn solid waste or recyclable materials within the City.
9. To dispose of any solid waste recyclable material or yard waste at a facility which is not approved by the City or Johnson County.
10. To upset, turn over, remove or carry away any solid waste container, recyclable material container or any other approved container or part hereof.
11. To engage in the business, operation of or in any manner perform the act of collection of solid waste, recyclable material or yard waste within the City between the hours of 7:00 P.M. and 7:00 A.M.
12. To stop, stand or park a vehicle used in the collection of solid waste, recyclable material or yard waste at any place in the City between the hours of 7:00 P.M. and 7:00 A.M.
13. To remove any recyclable material from a recyclable materials container without the written consent of the possessor of such container.
14. As non-residents of the City to deposit any solid waste, yard waste or recyclable material upon any street of the City or upon any other property, public or private, within the City limits.
15. No waste or recyclable material shall be placed in front of the building line earlier than 6:00 P.M. the night before collection.

Section 235.330. Collection and Payment of Charges.

[Ord. No. 1270 §1, 8-20-2008]

- A. Annual charges for solid waste collection for residential property shall be collected with ad valorem real estate taxes annually.
- B. The City will make available residential bulky waste pickup at least yearly at specified times at no charge to the owner or occupant; in all other situations, the costs of bulky waste collection shall be the responsibility of the owner or occupant.
- C. The City will make recycling collection available for residential property at no charge to the owner or occupant.
- D. Charges by licensed contractors for solid waste collection for institutional, commercial and industrial establishments and apartment buildings shall be the responsibility of the owner or occupant of the establishment or apartment building.

Section 235.340. Schedule of Fees and Charges.

[Ord. No. 1270 §1, 8-20-2008]

The charges to be assessed and paid by the occupant for collection, transportation and disposal of solid waste shall be as fixed from time to time in the City's schedule of fees available in the office of the City Clerk.



Experience of the Bidder/Statement of Qualifications

WCA aspires to bring a reliable and efficient residential solid waste collection system to the City of Mission. WCA has the experience and financial capacity to ensure a smooth transition in terms of routing, equipment acquisition, employee training, customer communication and other elements crucial to implementing the solid waste system Mission desires.

Since the company's founding in 1998, WCA has grown to operate 70 landfills, transfer stations and recycling facilities across 12 states. The privately-held company deploys more than 1,400 employees a (approximately 240 in the local market) and 1,000 vehicles to serve nearly 650,000 customers.

WCA would begin the contract and services described in IFB – Residential Solid Waste Collection Services with the full support of the company's board of directors, senior management team, district leadership and front-line employees. Upon contract award, WCA will order new collection vehicles to service Mission routes and will sign an agreement with our cart provider for the manufacturing, assembly and delivery of residential carts.

When the new contract period begins, Mission residents will immediately benefit from WCA's commitment to being the Kansas City market's most responsive and approachable solid waste company, and we remain committed to continually improving the customer service experience.

Mission customers and City staff will be served by WCA's telephone operators, dispatchers, operations personnel and administrators at the company's Harrisonville, Missouri location. A minimum of 12 Customer Service Representatives will be available by phone, fax and email, with after-hours calls directed to voicemail that will be reviewed the following morning and given priority status. During peak calling hours, an incoming call may be shifted to voicemail with the expectation of a return call the same day.

Recently, WCA has enjoyed significant customer service success through the use of city-specific web pages. When the Mission page is fully deployed, customers will have 24-hour access to answers regarding route days, acceptable recyclable materials, cart usage, prohibited solid waste items, holiday schedules and other solid waste issues. Additionally, the site will include a feature that allows residential customers to report missed collections, ask service-related questions, request bids for special collections and nearly any other customer service activity. Information on how residents can contact our customer service team – by phone, by fax, by email and by the company's Mission web page – will be included in our initial mail piece.

Municipal Solid Waste collected in Mission will be directed to WCA’s Harrisonville, Missouri transfer station and hauled to the company’s Central Missouri Landfill in Sedalia. That landfill features a Waste-To-Energy operation that converts methane and other landfill gasses into electricity that is ultimately used by regional utilities.

WCA also operates similar facilities in the region – a transfer station located in Kansas City, Missouri and the Oak Grove landfill in Arcadia, Kansas. WCA’s multiple post-collection facilities provide the company’s municipal partners with assurance that solid waste will always be managed in a safe, legal and permitted manner.

Mission’s recyclables would be processed at WCA’s Materials Recovery Facility (MRF) in Harrisonville, Missouri. One of only two major MRFs in the Greater Kansas City market, the \$12 million WCA facility processes approximately 250 tons of material monthly and has undergone a major technological upgrade within the past 18 months. WCA personnel would happily accommodate tour requests from Mission officials.

When WCA enters into a contract with a city, the company becomes more than a service provider – we become part of the community. We operate in every residential neighborhood and most commercial districts, and we view that access as a responsibility. WCA and company employees participate in community initiatives, join local organizations and volunteer for charitable efforts across our service area. We have already budgeted funds for annual charitable giving to Mission programs.

Examples of WCA’s company and employee recent local community involvement include:

- Volunteering for the Mission Holiday Adoption basket assembly and gift wrapping
- Sole private donor (\$1,000) to the 2019 NE Johnson County Independence Day fireworks display
- \$1,000 donation to Roeland Park’s R Park sculpture
- \$1,000 donation to the Westwood Foundation
- Participation in the annual Fairway Touch-A-Truck event
- School supply donations to the Belton Chamber of Commerce’s “Stuff the Bus” campaign
- Sponsor of Raytown Live summer music program
- Lunch volunteer group at Ronald McDonald House
- Active member in the NEJC Chamber of Commerce and several other area chambers



WCA has recently donated to local civic projects such as the R Park sculpture and the NE Johnson County fireworks display

Mission Contract Personnel Qualifications

Carey Calabrese

Eight years within the industry and currently WCA's Northern Missouri District Manager. Oversees all aspects of WCA's activities in the Kansas City market, including each of the company's 250 employees. He has held many roles within the company, including: Finance, Operations and Management. Has worked in several markets across the country and is currently a resident of Kansas City, Missouri. He earned a Bachelor of Science in Economics from the University of Houston and NWRA certificates in Landfill Management and Collection Management.

Don Cartwright

WCA Operations Manager in the Kansas City market since July of 2016. He has spent 30 years in the solid waste industry, working as a driver, disposal manager, general manager and operations manager at six locations across the Midwest. He resides in Raymore, Missouri, and is responsible for multiple hauling operations in the Northern Missouri district.

Jenny King

Jenny has been in the waste industry for eight years, six of them with WCA. Currently, WCA's Customer Service Manager, her experience includes customer service, accounts payable/receivable, team leadership and operational duties. She currently resides in Raymore, Missouri.

Mike Martin

A route supervisor with more than 20 years of experience at multiple operational levels in the solid waste industry, Mike will be responsible for the day-to-day management and oversight of WCA's on-site personnel. He currently oversees all WCA residential routes in Fairway, Roeland Park and Westwood and interacts directly with city staff to mitigate problems and identify potential problems.

Sadie Gardner

Sadie has been in the solid waste industry for 12 years, with a specific focus on recycling. She currently oversees the sourcing and marketing of materials at WCA's Harrisonville MRF. She served as the operations manager for the Kansas City, MO municipal recycling centers and worked as a consultant at the Johnson County Health & Environment Department. Collaborating with a variety of haulers and recycling companies, she launched several Zero Waste to Landfill programs.

Tom Coffman

WCA municipal representative for Northern Missouri, he has 28 years of experience in the solid waste industry, all in the Kansas City market. His experience includes involvement in public sector contracts and initiatives, service delivery, public education and media relations. He resides in Mission, Kansas.

REFERENCES

WCA of Missouri, LLC services more than 75 municipal residential collection contracts in Missouri and Kansas. The following list is a snapshot of residential hauling contracts from the North Missouri District entered into since 2016:

City of Kansas City, Missouri

414 East 12th Street, 1st Floor
Kansas City, MO 64106

Scope of Service: Residential trash and recycling collection (105,233 households)
Contract term: 5/1/2010 – 4/30/2020
Contact: Michael Shaw, Director of Solid Waste Management,
Email: michael.shaw@kcmo.org
Phone: 816/513-0851

Kansas City Regional Purchasing Cooperative (contract for cities of Fairway, Westwood, Roeland Park)

Scope of Service: residential trash, recycling, yard waste, bulk item collection (5.367 households)
Contract term: 1/01/18 – 12/31/20 (plus two renewal years)
Contact: Rita Parker, coordinator
Email: rita.parker@kcrpc.com
Phone: 816-246-5083
Fairway Contact: Nathan Nogelmeier – City Administrator
913-262-5204 nnogelmeier@fairwaykansas.org
Roeland Park Contact: Keith Moody – City Administrator
913-722-2600 kmoody@roelandpark.org
Westwood Contact: Fred Sherman – Chief Administrative Officer
913-942-2128 fred.sherman@westwoodks.org

City of Belton, Missouri

Scope of Service: trash, yard waste
Contract term: 7/22/2017 – 7/21/2024
Contact: Alexa Barton, City Manager
Email: abarton@belton.org
Phone: 816-331-4331

City of Platte Woods, Missouri

Scope of Service: trash, recycle, yard waste (subscription)
Contract term: 1/01/2016 - current
Contact: Amber Moore – City Clerk
Email: cityclerk@cityofplattewoods.org
Phone: 816-741-6688

City of Smithville, Missouri

Scope of Service: trash, recycle, yard waste
Contract term: 1/01/2017 – 12/31/2022
Contact: Cynthia Wagner – City Administrator
Email: cwagner@smithvillemo.org
Phone: 816-532-3897

City of Riverside

Scope of Service: trash, recycle, yard waste
Contract Terms: 1/01/2018 – 12/31/2022
Contact: Tom Wooddell, public works director
Email: twooddell@riversidemo.com
Phone: 816-741-3908

City of Lake Winnebago

Scope of Service: trash, recycling, yard waste
Contract term: 1/01/19 – 12/30/22
Contact: Kathy Ray, city clerk
Email: lwkathyray@comcast.net
Phone: 816-537-6778

City of Peculiar

Scope of Service: trash, recycling, yard waste
Contract term: 8/01/17 – 7/31/20
Contact: Brad Ratliff, city administrator
Email: bratliff@cityofpeculiar.org
Phone: 816-779-2230



Methodology for Service Delivery

WCA intends to make the transition of haulers as seamless as possible for Mission residents. To that end, WCA would maintain current collection days and satisfy all the collection requirements found in Section 3 of the IFB. We would make overage stickers available at all current Mission outlets, and WCA would mail overage stickers directly to residents who contact the company by telephone or through the company's Mission web page.

When the Mission web page is fully deployed, residents will have 24-hour access to answers regarding route days, acceptable recyclable materials, weather delays, holiday schedules (WCA will observe the Thanksgiving, Christmas & New Year's Day holidays) yard waste and bulky item regulations and related information. Additionally, the site will allow residents to report missed collections, ask service-related questions, report damaged or missing carts and other customer service interactions.

WCA will contract with Sierra Container Group for the manufacture, assembly and delivery of all 65-gallon trash and recycling carts (see attached documents).

The company has retained the services of Sturges Word Communications to develop, in conjunction with City staff, a multi-channel public education program for Mission residents that will be launched prior to cart delivery and sustained throughout the term of the contract. Immediately after award, WCA will ask the City to provide service addresses for mailing and cart delivery purposes. An initial mailing will be sent to all residential customers that provides information on cart delivery schedules, collection days, acceptable recycling materials, bulky item and yard waste guidelines. The text and timing of those mailings will be determined in consultation with City staff.

WCA will provide trash and recycling service up to four times each year for City-sponsored events. The company does not own a portable toilet service, but WCA would contract with a third party to provide that service for municipal events at no charge to the City.

Bulky item regulations will mirror those found in other Northeast Johnson County cities serviced by WCA. Generally, WCA collects residentially-generated items such as couches, chairs, dressers, mattresses and small appliances (no CFCs). Electronics waste items such as televisions and computer monitors cannot be accepted as part of the monthly bulky item collection program. Vehicle parts and construction materials will not be collected.

WCA will never declare service suspension because of inclement weather without first notifying city staff. Any such suspensions or delays will be quickly announced through all available and practical methods. WCA will inform city staff if circumstances arise that prevent the full completion of a route day.

EQUIPMENT TO BE USED



WCA will use rear-load packer trucks (above) for yard waste and bulky item collection routes and automated front-end loading trucks (below) for trash and recycling routes.



CART INFORMATION

SIERRA CONTAINER GROUP

CITY OF MISSION, KS DEPLOYMENT PLAN FOR WASTE CORPORATION OF AMERICA

The Sierra Container Group is comprised of a highly experienced team of professionals that have more than 70 years of combined Solid Waste and Recycling Industry experience. Our experience in manufacturing, current industry technology, program planning, and execution is vast, and we have a great network of partner company's around the country that solely focus on distributing carts for projects ranging from 3,000 to 300,000 units every year. Over the years, I have gained a great deal of experience personally managing roll outs for projects in the Kansas City area like Mission, KS including MARC Cities (Westwood, Fairway, and Roeland Park), Prairie Village, KS, Smithville, MO, and several others.

The key to a successful rollout is the planning that takes place on the front end. We are fully committed to taking an active roll in that process and communicating early and often to ensure a smooth and seamless transition. We are pleased to present the following plan to deliver new Sierra Container 65 gallon roll out carts in the city of Mission, KS.

Scope of Work:

- Deliver approximately 5,940 65-gallon carts to 2,970 homes in Mission, KS
- Deliver 1 65-gallon trash and 1 65-gallon recycle cart to each home based on finalized address list after original is scrubbed
- Anticipate using (2) crews delivering approximately 500 carts or more each day with a target completion timeline of 1 week which includes clean up
- All deliveries completed in time for January 1, 2020 start date

Delivery Details and Benefits:

- Detailed Team Roster with leads and crews will be provided to the customer prior to starting for effective communication
- Crews will be fully insured and the majority W2 employees of the contractor that will adhere to all safety standards including D.O.T. regulations to ensure safety for themselves and the residence
- Delivery will begin at 7:00 a.m. each morning and conclude no later than 7:00 p.m. each day Monday through Saturday
- Finalized address list will be uploaded into GPS units that each crew will have to ensure that carts are delivered to the appropriate addresses
- Daily report of deliveries made and project progress so any adjustments can be made throughout the project to ensure on-time completion and transparency for the customer to effectively communicate with residents or local officials
- Upon completion of the project the staging yard/ facility will be clean of trash and all remaining undelivered carts will be stacked neatly with an inventory taken and ready to transport to haulers yard
- If requested, manual check sheet of carts delivered to homes can be provided upon completion

SIERRA CONTAINER GROUP

65 GALLON CART FOR THE CITY OF MISSION, KS WASTE CORPORATION OF AMERICA

The Sierra Container Group is comprised of a highly experienced team of professionals that have more than 70 years of combined Solid Waste and Recycling Industry experience. Our experience in manufacturing, current industry technology, program planning and execution is vast, and we are pleased to manufacture the industry's most functional and durable cart that provides a better experience for residents and ultimately lowers total cost of ownership.

Our unique design and approach to manufacturing reduces common cart failures in the field that result in a poor customer experience and a less sustainable option. We pride ourselves on offering a durable cart that improves sustainability, the resident experience, and reduces repair costs in the field.

All our products are backed with industry leading levels of service that ensure projects are completed on time and a 1 for 1 no hassle warranty process that ensures we fulfill any warranties in a timely manner should a cart fail. All of this culminates into a better resident experience which we understand is paramount in our industry.



Manufacturing Overview

Sierra Container Group has multiple manufacturing facilities and molds throughout the United States serving the west, central and southeast. We serve National, Independent, and Municipal haulers throughout the country and have the capacity to produce over 1,000,000 annually. We welcome the opportunity to serve WCA in Harrisonville, MO and the City of Mission, KS.

COMMUNICATION EXAMPLES



IMPORTANT INFORMATION REGARDING YOUR TRASH AND YARD WASTE COLLECTION

Effective the week of July 22, Harrisonville-based WCA will become the residential trash and yard waste hauler for the City of Belton. **Your weekly collection day will be XXday.**

Each week, WCA will collect the contents of your 96-gallon trash cart. Please follow these tips for easy and fast collection.

- Set materials at the curb by 7 a.m. on your collection day.
- Place carts within three feet of the curb, away from other objects and with wheels facing the residence.
- You can place up to 10 bags or bundles of yard waste within three feet of the curb as well.
- Overage stickers for excess trash or yard waste will be available for purchase at Belton City Hall for \$6.50 for a sheet of 5.
- Construction materials will not be collected in regular waste or bulk item pickup.
- WCA observes the following holidays: Thanksgiving, Christmas and New Year's Day. If your collection day falls on or after the holiday, your materials will be collected one day late.

Yard Waste Information:

- Yard waste (grass clippings, leaves, plants, small shrubs, and limbs less than 2 inches in diameter) must be placed in paper bags not to exceed 40 pounds. Bundled materials must be no more than 4 feet long or 18 inches in diameter.
- Fencing, landscape timbers, flower pots, yard decoration, mulch, rock, dirt and similar items are *not* considered yard waste and will *not be collected*.

Bulk Item Information:

One bulk item per residence will be collected on the second full week of the month; starting the week of August 12th.

- **Bulk items include** couches, chairs, dressers, mattresses, etc.
- **Bulk item collection excludes** electronics waste items such as televisions and computer monitors.
- Residents who wish to set out appliances should contact WCA customer service at least 24 hours in advance at (816) 380-5595 or at wca.waste.com/belton.

Questions, comments or concerns?

Please contact the City of Belton staff at utilities@belton.org or 816-331-4331 to report any misses or other collection issues. Belton residents can use a dedicated web address to contact WCA with additional services requests. Please visit: wca.waste.com/belton for more information and to view the route map.

WCA is looking forward to serving the City of Belton!





DON'T FORGET

Bulk Item Pickup Kicks Off the Week of August 12!

ONE bulk item per residence will be collected
on the second full week of each month.



22820 MO-291
Harrisonville, MO 64701

**Please follow these tips for
BULK PICKUP COLLECTION:**

- Bulk items include couches, chairs, dressers, mattresses, etc.
- Bulk item collection excludes electronics waste items such as TVs and monitors, auto parts, tires, construction debris and any item containing Freon.
- Residents who wish to set out appliances should contact WCA customer service at least 24 hours in advance at (816) 380-5595 or at wca.waste.com/belton. Residents who need additional bulky item collection can contact WCA for pricing and collection information.








**WCA is proud to be serving
the Belton community!**

John Smith
1234 Anystreet
Belton, MO 00000

Roeland Park Trash Collection

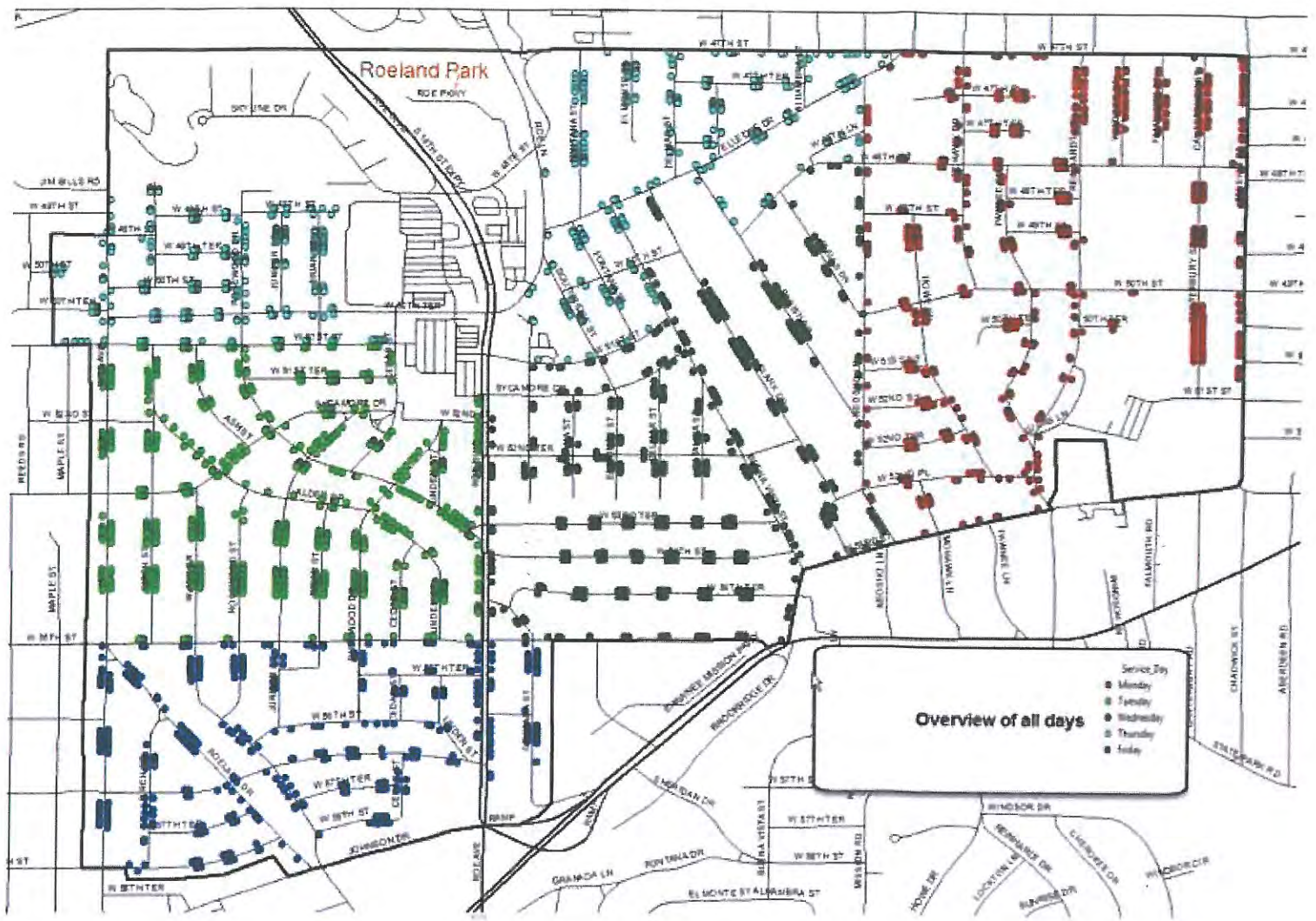
NEW Curbside Collection Services

Roeland Park Trash Collection:

-  Residential trash is defined as waste material generated through the occupation and operation of a normal household. Excluded items include, but are not limited to, bulk waste items, yard waste, dirt, mulch, construction & demolition debris, hazardous waste and special wastes.
-  Place items at the curbside by 7 a.m. the day of the scheduled collection service.
-  The WCA trash cart is to be placed within a foot of the curb with the arrow facing the street and be sure to leave clearance around the cart.
-  Place the trash and recycling carts at least two (2) feet from one another and objects like mailboxes and parked vehicles.
-  Johnson County limits regular collection to 96 gallons of trash per week per home. Excess trash exceeding the limit may be disposed of by affixing overage tags to bags and placing those bags next to your WCA trash cart. Overage tags are available for purchase at Roeland Park City Hall.
-  Extra bags are to be placed BESIDE the cart. DO NOT set items on top of the cart.
-  Overage tags are available at the Roeland Park City Hall



Solid Waste Collection Map and Request Services



[Click here to request an extra pick up or other services](#)

Amnesty Days

The week of July 2nd through July 6th as well as the week of December 24th through 28th, residents will be able to exceed the normal 96-gallon limit of solid waste pick-up without having to purchase extra bag tags. Please note that Amnesty Days do not apply to Bulk Items pick-up.

Holiday Schedule

WCA of Roeland Park observes some holidays and will not collect trash or recycling on these particular holidays. If your regular weekly collection day falls on or after those holidays, your trash and recyclables will be collected one day late.

New Years Day

Thanksgiving Day

Christmas Day

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) (Including Plastics #1-#7 except for Plastics #6).

Metal Containers:

- Aluminum containers
- Steel cans
- Tin cans.

Items That Are NOT Collected for Recycling:

- NO Glass products
- NO Plastic Bags.

Disposal of Yard Waste: Yard waste cannot be mixed with trash or recycling. Yard waste is to be placed at the curb separate from trash and recycling.

- Yard waste will be collected at the curb on your regular service day.
- Accepted materials include: grass clippings, leaves, plants, small shrubs, and limbs (less than 2 inches in diameter)
- Yard waste can be placed at the curb in biodegradable paper bags or in homeowner-provided containers clearly marked "Yard Waste." Items should not weigh more than 40 pounds.
- PLASTIC BAGS will not be accepted.
- Tree branches and limbs must be tied with string or twine in bundles no more than 4 feet long and 18 inches in diameter. Bundles should not weigh more than 40 pounds.
- Wood fencing, landscape timbers, flower pots, yard decoration, mulch, rock, dirt and similar items are not considered yard waste and will not be collected.
- WCA will collect Christmas trees that have been cut into sections no more than 4 feet in length. All decorations and tinsel must be removed.

Bulk Waste & White Good:



Trash Cart Exchanges

WCA provides carts of sufficient capacity to contain all residential waste and recyclable materials inside the container. Contact WCA at wcawaste.com/roeland-park to request cart repairs or replacement. Cart exchanges are free but are limited to 1 exchange per resident, annually.

What can be recycled with this new program?

[Click here to download the recycling information sheet](#)

Up to two bulk items per month will be collected at Roeland Park households. Scheduled collection for one "no charge bulk item" is on the 1st and 3rd service day each month. Bulk items include: couch, chair, dresser, mattress, etc. Bulk item collection excludes appliances and electronics waste items such as televisions and computer monitors. Construction materials will not be collected.

For bulk item collection, a notification can be made by calling WCA at 816-380-5595 or submit a service request at wcawaste.com/roeland-park. Notification prior to scheduled collection day is not required but is requested for manpower and routing purposes. Additional removal of bulk items exceeding 2 items per month may be arranged by contacting WCA to make arrangements.

Appliances or items not qualified as "bulky items" can be collected for an additional fee. Contact WCA at 816-380-5595 or submit a service request at wcawaste.com/roeland-park. Non-freon containing white goods are charged a \$25.00 service fee billed to resident.



WCA Proudly Serving Roeland Park!



Corporate office: 1330 Post Oak Blvd, 7th Floor, Houston, Texas 77056

Email: contact@wcamerica.com

[About WCA](#) | [Privacy Policy](#)

recycle **more** recycle **better**

Every little bit counts.

YES

These items go in your curbside recycling bin!



Aluminum Cans



Steel (tin) Cans



Aerosol Cans
(empty only, make no "hiss" sound)



Aluminum Foil & Pans



Cardboard



Paperboard



Junk Mail



Office Paper



Magazines & Catalogs



Phone Books



Newspaper



Paper Cartons



Plastic Bottles & Containers (have #1 - #7 inside arrow symbol on container)

- Keep items loose, do not put in bags or boxes.
- Rinse all containers (plastic, metal, etc.).
- Collect metal caps and lids in steel (tin) can and squeeze shut.
- Put caps and lids back on plastic bottles and containers.
- Break down or flatten boxes.
- No liquid.
- No plastic bags or film.
- No food.

NO

These items do NOT go in your curbside recycling bin!



Plastic Bags & Film*



Clothing*



Plastic Tubes



Food



Liquids



Scrap Metal*



Electronics*



Glass*



Frozen Food Containers



Fast Food & Takeout
Cups & Containers



Tissue



Paper Tableware
(including coffee cups)



Styrofoam™*



"Tanglers"
(long, stringy items)



Shredded Paper*



Medical & Personal Hygiene



Yard Waste*



Medications & Vials/Bottles*



Pizza Boxes
(recycle clean side only)



Household Hazardous Waste*
(do not recycle empty hazardous waste containers, except empty aerosol cans)

*Other recycling options available, visit RecycleSpot.org

Information verified as of March 2018

Visit RecycleSpot.org or call 816-474-TEAM
Greater Kansas City's one-stop spot for recycling information



Appendix C

City of Mission Bid Sheet for Residential Solid Waste Collection Services

Name of Bidder: WCA of Missouri, LLC

Weekly Residential Solid Waste Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
1	Cost per month, per resident for weekly collection of solid waste limited to one Poly-Cart	\$8.75	2,970	\$25,987.50	\$311,850
				Total	\$311,850

Base Bid - Weekly Residential Recycling Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
2	Cost per month, per resident for weekly collection of recyclable waste – <u>UNLIMITED AMOUNT</u>	\$4.00	2,970	\$11,880	\$142,560
				Total	\$142,560

ALTERNATE Bid – Weekly Residential Recycling Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
3	Cost per month, per resident for weekly collection of recyclable waste – LIMITED to:	NO BID	2,970	NO BID	NO BID
	Limited to what amount?				
				Total	NO BID

Bidder's Initial: C.C.

Name of Bidder: WCA of Missouri, LLC

Weekly Yard Waste Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
4	Eight (8) Yard Waste Bags - January thru October	\$3	2,970	\$8,910	\$89,100
5	Twelve (12) Yard Waste Bags – November thru December	\$3	2,970	\$8,910	\$17,820
				Total	\$106,920

Bulky Items – Once a Month Pick-Up

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
6	Cost per month, pre resident for monthly collection of bulky items (limit of three - 3)	included	2,970	\$0	\$0
				Total	\$0

Overage Stickers

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
7	Cost per overage sticker	\$1.50			

Community Festivals

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
8	2-Yard Dumpster – Two (2) dumpsters provided up to four times a year for community festivals	No Charge	4 times a year	\$0	\$0
9	Portable Toilets – Six (6) portable toilets provided up to four times a year for community festivals.	No Charge	4 times a year	\$0	\$0
				Total	No Charge

Bidder's Initial: CC

Name of Bidder: WCA of Missouri, LLC

Collection for City Facilities

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
	City Hall/Police Depart. – 6090 Woodson Road				
10	2-Yard Dumpster – collected 3 times a week		2	\$190	\$2,280
	Mission Family Aquatic Center (pool) – 6090 Woodson Road				
11	2-Yard Dumpster – collected 1 time a week		2	\$75 (April-Sept.)	\$450
12	8-Yard Dumpster – collected 1 time a week		1	\$80 (April-Sept.)	\$480
	Sylvester Powell Jr. Community Center – 6200 Martway Street				
13	2-Yard Dumpster – collected 3 times a week		4	\$300	\$3,600
14	8-Yard Dumpster – collected 1 time a week		2	\$150	\$1,800
	Public Works Maintenance Facility – 4775 Lamar Avenue				
15	8-Yard Dumpster – collected 1 time a week		1	\$80	\$960
16	80-Yard Dumpster – collected upon request (one is for recycling only)	\$295 per haul	2	varies	varies
				Total	\$9,570

Name of Bidder: WCA of Missouri, LLC

Contact Phone Number: 816-787-2382

Email: tcoffman@wcamerica.com

Signature of Individua Authorized to Bind Bidder: _____



Name of Signer: Carey Calabrese

Title/Position: North Missouri District Manager

Date: August 23, 2019

Page 3 of 3

Appendix D

City of Mission

Acknowledgment of Addenda

Bidder will need to complete and sign this acknowledgment that he/she has received and considered all Addenda that were issued in relation to this IFB.

WCA of Missouri, LLC (Bidder) does hereby certify that he/she has received any and all addendum issued by the City of Mission in relation to the Invitation for Bids for:

“Residential Solid Waste Collection Services”

And, that Bidder has reviewed and understands each addenda issued and has developed its Bid to this Invitation for Bids in accordance with said addendum.

Name of Bidder: WCA of Missouri, LLC

Address of Bidder: 19212 E. 231st St. Harrisonville, MO 64701

Name of Individual of Vendor with Authority to Sign on Behalf of Bidder:

Carey Calabrese

Title of Individual:
North Missouri District Manager

Signature: 

BID BOND



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
19212 E. 231st St., Harrisonville, MO 64701

, 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 MISSION
6090 Woodson Mission, Mission, KS 66202

the penal sum of

, as obligee (the "Obligee"), in

Five percent of amount bid. Dollars (\$ 5% of Amount Bid),
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.

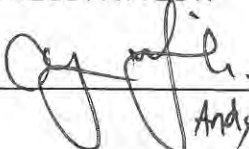
WHEREAS, the Principal has submitted a bid for:
IFB-- Residential Solid Waste Collection Services

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 7th day of August, 2019.

WITNESS / ATTEST:



Andy Malpiedi, Fin Reporting Mgr

WASTE CORPORATION OF MISSOURI, LLC
(Principal)

By:  (Seal)
Name: Michael A. Roy
Title: Vice President, General Counsel; Secretary

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:  (Seal)
Misty Wright Attorney-In-Fact



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 7th day of August, 2019.



By: Renee C. Llewellyn, Assistant Secretary

not valid for mortgage, note, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day



INVITATION FOR BIDS

FOR

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

The City of Mission is seeking bids from qualified companies for the systematic, weekly collection of solid waste, recyclables and yard waste from residential properties within the City of Mission. Interested companies should submit one (1) hard copy and one (1) electronic copy of a complete Bid as stipulated in this Invitation for Bids (IFB). The Bid must be submitted in a sealed envelope marked "Solid Waste Collection" and addressed to the City Clerk's office at Mission City Hall, 6090 Woodson, Mission, KS 66202.

BIDS MUST BE RECEIVED NO LATER THAN
4:30 P.M. CDT, FRIDAY, AUGUST 23, 2019

Questions regarding this IFB may be submitted in writing to:
Brian Scott, Assistant City Administrator/Finance Director
6090 Woodson Street
Mission, KS 66202
bscott@missionks.org

City of Mission

Invitation for Bids for Residential Solid Waste Collection Services

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1. INTRODUCTION

The City of Mission is seeking Bids for **Residential Solid Waste Collection Services**, which entails the systematic, weekly collection of solid waste, recyclables, and yard waste; and the once a month collection of bulky items, from all residential properties within the city of Mission.

A full Invitation for Bids (IFB) can be obtained from the City's website – www.missionks.org. The IFB contains the Scope of Work, terms and conditions, and requirements for submittal. Any revision to the IFB, or additional information to be provided, will be through addenda published on the City's website. All respondents must acknowledge with their Bid that they have received and considered all addenda.

To be considered, one (1) hard copy and one (1) electronic copy of the complete Bid should be submitted in a sealed enveloped labeled "Solid Waste Collection Services" to the City Clerk's Office, Mission City Hall, 6090 Woodson, Mission, KS 66202 by 4:30 p.m. CDT, Friday, August 23, 2019. Any Bids received after this date and time will be returned unopened.

Questions regarding this IFB should be submitted in writing to:

Brian Scott
Assistant City Administrator/Finance Director
City of Mission
6090 Woodson
Mission, KS 66202
bscott@missionks.org

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those responding to this IFB. The City reserves the right to select the Bid that best meets the overall needs of the City and to waive any informalities, technicalities, or irregularities in the Bids. Bids that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

2. BACKGROUND

2.1. The City of Mission

The City of Mission is a municipal corporation organized under the constitution and laws of the State of Kansas. The City serves a population of approximately 9,400 residents within a 2.87 square mile area located in Northeast Johnson County, Kansas; two miles west of the Missouri/Kansas boarder.

The City is comprised of five operating departments: administration, community development, police, public works, and parks and recreation. The City has 72 full-time

employees and an annual operating budget of \$12 million. Respondents unfamiliar with the City can find more information online at the City's website, <http://missionks.org/>.

2.2. Geographical Boundaries of the Residential Solid Waste Collection Service Area

The residential solid waste collection service area will be entirely within the city of Mission. The city's corporate boundaries are approximately:

- North: I-35 and the Johnson County/Wyandotte County boundaries from Metcalf Avenue to Nall Avenue
- East: Nall Avenue south to Johnson Drive, Johnson Drive east to Roe Avenue, Roe Avenue south to 63rd Street, 63rd Street west to Nall Avenue, Nall Avenue south to 67th Street
- South: 63rd Street west to Nall Avenue, Nall Avenue south to 67th Street, 67th Street west to Lamar Avenue, Lamar Avenue north to Shawnee Mission Parkway, Shawnee Mission Parkway west to Metcalf Avenue
- West: Metcalf Avenue from Shawnee Mission Parkway north to I-35

Please see Appendix A for a map of the city showing the residential solid waste collection area.

2.3. Make-up of Residential Solid Waste Collection Service Area

The residential solid waste collection service area within the City of Mission is comprised of single-family homes, townhomes, duplexes, and triplexes in both the north side of the city (north of Johnson Drive) and the south side of the city (south of Johnson Drive).

There are approximately 2,970 residential units within the city of Mission's residential solid waste collection service area.

There are several multi-family apartment complexes on the north side of the City and in the downtown area that are not included in the service area as they contract individually for solid waste collection.

It should be noted that the city of Mission is a mature, first-tier, suburban community. As such, most of the residential structures range in age from 40 to 80 years. Neighborhoods have mature trees, overhead power lines, and narrow streets. This is especially true on the north side of the city. In addition, the topography on the north side of the city can be very hilly. Bidders should be aware of these conditions when considering their bid.

2.4. Current Residential Collection Services

Residential solid waste collection services are currently provided by Waste Management (formerly Deffenbaugh) under a seven (7) year contract that will be expiring December 31, 2019.

Service includes once a week pick-up of all solid waste, recyclables, and yard waste, and once a month pick-up of bulky items from every residential unit in the city of Mission as described in Section 2.3.

Service specifically entails:

2.4.1 Provision of Carts

Every residential unit is currently provided two (2) poly-carts by the service provider. Each poly-cart is 65 gallons and has a lid, handle, and wheels for easy maneuverability. One poly-cart has a black lid and is designated for solid waste. The other poly-cart has a yellow lid and is designated for recyclables.

Poly-carts are to be stored in a garage or behind the front building line and brought out by the resident to the curb for collection on the designated collection day of the week. Collection is between 7:00 a.m. and 7:00 p.m.

2.4.2 Limits on Amount Collected

The amount of solid waste collected in one week is limited to what can be placed in the one poly-cart designated for such. Additional solid waste can be collected if placed in a sealed bag and identified with an “overage sticker” that is purchased from the City or local retailer.

Currently, **recycling is unlimited**. Once the poly-cart designated for recycling is filled, additional recycling items can be placed in a container marked “recycling” or with the universal recycling symbol.

2.4.3 Yard Waste

Yard waste consists of grass clippings, leaves, loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags, or a 32-gallon bin (labeled yard waste), or bundled and neatly placed at the curb. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, and 65 pounds in weight.

From **January through October**, residents may place **eight (8)** yard waste bags (or any combination of bags, bins, and bundles) at the curb each week for collection.

From **November through December**, residents may place **twelve (12)** yard waste bags (or any combination of bags, bins, and bundles) at the curb each week for collection.

Amounts beyond what is allowed during the specific period of time will require an “overage sticker” that is purchased from the City or a local retailer.

2.4.4 Bulky Items

Bulky item collection is on the first collection day of the month. No more than three (3) large items, such as appliances (no Freon) or furniture, can be placed at the curb for collection on bulky item day.

2.4.5 House-Line Pick-up

Residents may request House-Line pick-up meaning that the driver will walk-up to the house to retrieve the solid waste and recycling bins on the day of collection.

This request is made in advance, and is often due to a disability that prevents the resident from moving the trash to the curb on their own.

2.5 Collection Process

Currently, the residential solid waste collection service area is broken out into four (4), separate areas. Each area is collected on a separate day of the week – Monday, Tuesday, Thursday, and Friday.

There are three trucks – one each for solid waste, recycling, and yard waste – that go through the collection area on the collection day.

Please see Appendix A for a map showing the residential solid waste collection areas.

2.6 Billing for Residential Solid Waste Collection Services

The City bills residents for solid waste collection services through a special assessment on their annual property taxes. Currently residents pay \$175 per year for this service. The City supplements the balance of \$25 per year per residential unit with a transfer from the general fund.

The service provider bills the City monthly for this service. The bill is based on the number of households collected multiplied by the monthly rate per household.

3 SCOPE OF SERVICES

3.1 Purpose

The City is seeking Bids from qualified companies that are capable of providing systematic, weekly solid waste collection services for residential units within the city of Mission. Solid waste collection services will include solid waste, recycling, and yard waste. Monthly pick-up of bulky items will also be included in the service.

This Scope of Service will be made a part of and included in the final Contract for Services that the selected Bidder and City enter into.

3.2 Services to be Provided

The selected Bidder will be required to collect solid waste, recycling, and yard waste from every residential unit in the city of Mission once a week in the manner prescribed for in this section. In addition, the selected Bidder will be required to collect bulky items from every residential unit in the city of Mission once a month.

All collection will be provided from the curb of the residential unit with the exception noted in subsection 3.2.5.

Collection will be provided in the following manner:

3.2.1 Solid Waste Collection

The amount of solid waste collected each week from a single residential unit will be limited to one poly-cart that is no larger than 65 gallons. The poly-cart shall have a lid that is completely closed when placed at the curb for collection.

Additional solid waste may be collected from a residential unit if it is placed in a sealed trash bag and labeled with an overage sticker provided by the bidder and purchased by the resident at city hall, the community center, or at local retailers.

Collection shall be done in a neat and orderly manner so as not to have any spills or loose trash left behind on the property or in the street.

3.2.2 Recycling Collection

The amount of recycled waste collected each week from a single residential unit will be **unlimited**.

Recycled waste will be placed in a poly-cart with a minimum capacity of 65 gallons. The poly-cart shall have a lid that is completely closed when placed at the curb for collection. If the poly-cart is full, additional recycling material may be placed in another bin that is clearly marked "recycling" or has the universal recycling symbol.

The Bidder will be required to report to the City on a quarterly basis the amount, either by weight or volume, of recyclables collected and the compensation received, if any, for that amount.

The City understands the circumstances with the current market for recyclable waste. The City is open to alternative solutions that the Bidder may offer to achieve the goal of reducing the overall amount of solid waste collected while still keeping cost reasonable.

3.2.3 Yard Waste Collection

Yard waste will consist of grass clippings, leaves and loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags; or a plastic bin that is no more than 32-gallons; or bundled and neatly placed at the curb for collection. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, less than 65 pounds, and be tied together in a bundle with twine.

Collection of yard waste will be limited to **eight (8) yard waste bags** (or any combination of bags, bins, and bundles) placed at the curb each week for collection between the months of **January through October**.

Collection of yard waste will be limited to **twelve (12) yard waste bags** (or any combination of bags, bins, and bundles) placed at the curb each for collection between the months of **November through December**.

Amounts beyond what is allowed during the specific period of time will require an “overage sticker” that is provided by the Bidder and obtained at city hall, the community center, or local retailers.

3.2.4 Bulky Items

Bulky items are defined as items that can be reasonably carried by one or two individuals. Examples are small appliances with no Freon, pieces of furniture, and household waste that cannot fit in a poly-cart. Automotive parts, tires, or anything with hazardous materials is prohibited. Bidder should provide a list of acceptable items in their Bid.

No more than three (3) bulky items can be placed at the curb for collection on bulky item pick-up day.

3.2.5 Special Conditions for Collections

House-Line Pick-Ups – Residents may request that the driver retrieve the solid waste and recycling bins from the front of the house on the day of collection. This

request is made in advance, and is often due to a disability that prevents the resident from moving the trash to the curb on their own.

Townhome Complexes – There are two townhome complexes where the placing of containers at the curb is not feasible. In these locations 2-yard dumpsters are provided in general locations and dumped once a week by the Bidder. There may be a combination of poly-cart containers and/or 2-yard dumpsters.

3.3 Provision of Carts and Overage Stickers

The selected Bidder will provide to every residential unit in the city that is included in the residential solid waste collection program the following:

Solid Waste - One (1) poly-cart container with a maximum capacity of 65 gallons for general solid waste items. Such poly-cart container should have a black lid, a handle, and two wheels that allows for maneuverability. The poly-cart container should be labeled with the service provider's name and customer service phone number.

Recycled Waste - One (1) poly-cart container with a minimum capacity of 65 gallons for recycled waste. Such poly-cart container should have a yellow lid (or color other than that of the solid waste poly-cart), a handle, and two wheels that allows for maneuverability. The poly-cart container should be labeled with the service provider's name and customer service phone number, and the universal recycling symbol. A list of approved recycling items on the lid or side of the cart would be preferred.

The selected Bidder will need to make arrangements to have the poly-carts distributed throughout the solid waste collection service area prior to the commencement of the contract. Likewise, arrangements will need to be made for the collection of the poly-carts once the contract concludes, if the selected Bidder is not selected to continue with the service.

All poly-cart containers will be made of a durable resin material that is resistant to UV rays; free of cracks, punctures, or any other damage; and will not leak. Poly-cart containers shall have lids that fit snugly and prevent rain water from collecting or trash blowing out. Poly-cart containers for recycling should be made with 25% recycled plastic.

The selected Bidder will have a system in place for the timely replacement of poly-cart containers that are damaged or lost.

The selected Bidder shall provide "overage" stickers that can be purchased by residents at city hall, community center, or various retailers in the city. The "overage" stickers will include the name of the service provider, contact information, and be designed in such way that they can be easily identifiable by the driver.

The selected Bidder shall provide material to every residential unit at least twice a year on the benefits of recycling and materials that can be recycled (both through the service provider and by other means such as Ripple Glass).

3.4 Residential Unit

A residential unit is defined as a single-family home, townhome, condominium, duplex, or triplex.

Multi-family structures of four (4) or more units are not included in this definition and are not part of the residential solid waste collection service.

3.5 Solid Waste Collection Method

The selected Bidder will develop a systematic method for collection of solid waste that is consistent, efficient in time and resources, and reduces the amount of truck traffic in the city.

The selected Bidder may select to continue with the current method that is utilized for solid waste collection in the city, or propose an alternative method that is acceptable to the City.

If an alternative collection method is proposed and accepted by the City, it will be “locked down” for the first year. Request for changes to routes, including days of collection, will be submitted to the City ninety (90) days prior to the end of the year of the contract to allow time for consideration by the City and communication to the residents. Approval of such requests are at the sole discretion of the City.

3.6 Holiday Schedule

The selected Bidder must provide a holiday collection schedule for the entire year by the first of December of the preceding year.

The schedule will be posted on the City’s website and in the City’s newsletter, and should be on the service provider’s website as well.

3.7 Inclement Weather

The Bidder will provide a policy for adjustments to the collection schedule in cases of inclement weather (i.e. collection is delayed by one day when...), if one exists. Enactment of such policy will be communicated to the City within 24-hours, or as soon as possible, and posted to the Bidder’s automated answering phone line and webpage.

Periods of extreme heat will be considered an inclement weather event, and as such the Bidder will notify the City 24-hours prior to any adjustment in the collection schedule.

3.8 Customer Communications

Within ten (10) business days of the Notice to Proceed being issued to the selected Bidder, the Bidder will prepare and deliver to all customers within the solid waste collection service area a brochure introducing the company. The brochure will contain:

- The name of the service provider
- Toll-Free telephone number for customer service concerns and requests
- Web page address and email
- Collection days and hours
- Holidays observed by the service provider and alternative collection days
- Inclement weather policy and alternative collection days.

The brochure will also include a calendar of holidays when collections does not occur, and the policy for collecting afterwards, and a policy for collecting during inclement weather (if applicable). The brochure will need to provide regulations concerning the preparation of solid waste, recyclable waste, yard waste, and bulky items for collection.

It is expected that the Bidder will promote recycling in this brochure and throughout the year with additional brochures and information on its webpage.

3.9 Reason for No Pick-Up

The Bidder will need to have a method in place for identifying to the resident why certain items are not collected on the day of collection. This method could be, as an example, a door hanger or sticker placed on the item with a list of common reasons, and the applicable reason for that particular non-pick-up checked.

3.10 Handling of Service Concerns and Requests

The selected Bidder must maintain a toll-free telephone line for receiving service concerns or requests. The telephone line will be staffed by trained personnel between 8:00 am and 6:00 pm, Central Standard Time, Monday through Friday, except for holidays. Calls will be answered promptly. Those answering the telephone line will need to be familiar with the City's solid waste collection contract and be able to answer questions and address concerns specific to the contract.

The telephone line will have a voice mail box or answering service available during non-business hours that residents may leave a message. Calls made during non-business hours will be returned within the first hour of the next business day.

Alternative methods for receiving service concerns or requests such as a webpage, email, or social media are strongly encouraged.

Service concerns or requests received before noon, Central Time, of the collection day must be addressed before close of business that same day.

Service concerns or requests received after noon, Central Time, of the collection day must be addressed before close of business the following business day.

Service concerns will include a missed collection on the designated collection day, failure to return the containers to the curb in good order, spillage, or similar type of incident.

Concerns regarding spillage should be addressed within an hour of the concern being received.

The selected Bidder will also provide the City with the name and contact information for a field supervisor that is able to address concerns in a timely manner.

The selected Bidder will provide a monthly report to the City of service concerns, missed pick-ups, and requested house-line pick-ups.

3.11 Solid Waste Collection from City Facilities

In addition to residential solid waste collection services, the City is also seeking solid waste and recycling collection from its four municipal facilities:

- City Hall/Police Department – 6090 Woodson Road
2-Yard Dumpster – Qty. of Two (2) – collected three (3) times a week
- Mission Family Aquatic Center (pool) – 6090 Woodson Road
2-Yard Dumpster – Qty. of Two (2) – collected one (1) time a week
8-Yard Dumpster – Qty. of One (1) – collected one (1) time a week
(This facility is operational from April through September. No collection services are needed during non-operational months.)
- Sylvester Powell, Jr. Community Center – 6200 Martway Street
2 Yard Dumpster – Qty. of Four (4) – collected three (3) times a week
8-Yard Dumpster – Qty. of Two (2) – collected one (1) a week
- Public Works Maintenance Facility – 4775 Lamar Avenue
8-Yard Dumpster – Qty. Of One (1) – collected one (1) time a week
80-Yard Dumpster – Qty. of Two (2) – collected upon request

3.12 Solid Waste Collection from City Festivals and Neighborhood Events

The selected Bidder will need to provide two (2) 80-yard dumpsters up to four (4) times a year for City sponsored festivals and neighborhood events. If the selected Bidder provides

portable toilets as well, then six (6) portable toilets will be provided up to four (4) times a year for City sponsored festivals and events as well.

4 TERMS AND CONDITIONS

4.1 Compliance with All Applicable Local, State, and Federal Laws

The selected Bidder shall comply at all times with all applicable municipal, county, state and federal regulations and laws pertaining to the services offered under this Contract. In so doing, there shall be no increase in compensation to the Bidder as set forth in the Contract for compliance with such regulations and laws.

4.2 Familiarity with City Codes Pertaining to Solid Waste Collection

The selected Bidder shall be familiar with all City of Mission Municipal Codes pertaining to solid waste collection within the City of Mission. In particular, the Bidder should be familiar with Chapter 235 of the City of Mission Municipal Code – Solid Waste Collection, Disposal, and Recycling. Please see Appendix B for a copy of this code.

4.3 Occupational Licenses

The selected Bidder shall maintain an Occupational License with the City of Mission for the life of the contract.

4.4 Minimum Experience and License

The selected Bidder will have at least five (5) years of experience in curbside solid waste and recycling collection similar to the services that are being solicited for in this IFB.

The selected Bidder shall also have a license with Johnson County and the State of Kansas Department of Health and Environment for solid waste collection and maintain such for the duration of the contract.

4.5 Designated Disposal Site

The selected Bidder shall have a contract in place, or designated location, that will accept the solid waste, recyclables, and yard waste collected in the city.

4.6 Financial Ability and Performance Bond

The selected Bidder shall be prepared to demonstrate that it has the financial capability to take on the provision of solid waste collection services for the City of Mission.

The selected Bidder will be required to maintain a Performance Bond for the life of the contract. The Performance Bond will be from a recognized surety company and will be in an amount equal to the compensation that the Bidder will receive for the first year of services under the Contract.

The Performance Bond will be pulled if the Bidder is unable to perform the work under the contract for whatever reason.

4.7 Sub-Contracting

The selected Bidder will not sub-contract the provision of services to another company, individual, or entity without first receiving the expressed, written consent of the City.

4.8 Equipment Utilized

The selected Bidder must provide the appropriate number of trucks and personnel to perform the service in the manner provided for in this IFB.

No truck utilized in performing the services should be older than five years. Trucks will be maintained in a safe, clean, and sanitary condition and not allowed to leak. Trucks shall be inspected at least annually and reports of such made available to the City upon request.

Trucks shall also be clearly marked with the name of the Bidder.

4.9 Driver and Personnel Safety Training

The selected Bidder will have a driver safety training program in place and be prepared to demonstrate that drivers performing collection services in the city of Mission have completed such program and any routine or updated training.

Driver's background check shall be performed on all drivers that are utilized for collection services in the city of Mission. Drivers will be required to maintain their commercial driver's license throughout the life of this contract while working in the city of Mission.

Drivers and handlers will be required to wear ANSI Class 2, or better, safety shirt, vest, and/or jackets. Shirts or jackets should have the name of the Bidder clearly labeled on them.

4.10 Indemnity and Required Insurance

The selected Bidder shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of

the operations of the respondent under this contract; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the respondent shall, at his own expense, satisfy and discharge same.

Furthermore, the service provider shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$3,000,000	\$3,000,000
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
Worker’s Compensation		
• Employee Claims	Statutory for Kansas	
• Employer’s Liability	\$1,000,000 per accident	
	\$1,000,000 disease – policy limit	
	\$1,000,000 disease – each employee	

Workers’ Compensation policies should include a “Waiver of Subrogation” in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the service provider shall be the property of the service provider and insured as such. The City of Mission will not be responsible for any damage that may occur to such items.

4.11 Term of Contract

The Contract shall commence on January 1, 2020 and be for a term of five (5) years with an option for two (2) additional five-year extensions.

Extensions will be granted if the service being provided is acceptable to the City and meets all terms and conditions imposed in the Contract, and the Bidder is in good standing with all agencies and regulatory bodies, and has adequate insurance, and a new performance bond can be produced.

5 SUBMITTAL REQUIREMENTS AND TIMELINE

5.1 Submission of Response

Those desiring to submit a Bid shall **submit one (1) hard copy and one (1) electronic copy of their bid to the City Clerk's Office by no later than 4:30 p.m. CDT, Friday, August 23, 2019.**

Submission should be clearly marked "Solid Waste Collection Services" and addressed to:

City Clerk
City of Mission
6090 Woodson St.
Mission, KS 66202

Submissions received after the date and time stated in this IFB shall not be considered. Any submissions received after the deadline shall be returned unopened providing the entity submitting the response is identified on the response envelope.

5.2 Submission Timeline

The following is a list of key dates for consideration of proposals:

Event	Date
Issuance of IFB	Friday, July 26th
Last Day for Issuance of Addenda	Friday, August 16th
DUE DATE for Bids	Friday, August 23th
Initial Review Bids	Monday, August 26th
Selection of Vendor and Finalize Contract	Friday, August 30th
City Council Consideration	Wednesdays, September 4 th and 18th
Notice to Proceed Issued	Monday, September 23 rd

5.3 Contents of Submittals

Submissions shall include a complete set of Bid Documents as outlined in this section. To be considered for selection Bid Documents shall be (1) clear and concise, (2) responsive to all IFB requirements, and (3) presented in the form of a written report with the following subheadings clearly marked

1. Cover Letter
2. Experience of the Bidder / Statement of Qualifications
3. References of Bidder
4. Methodology for Service Delivery
5. Equipment to be Used
6. Poly-Carts to be Provided
7. Completed Bid Sheet
8. Acknowledgment of Addenda

9. Bid Bond

5.3.1 Cover Letter (Limit One (1) Page)

Submit a cover letter signed by an individual authorized to obligate the Bidder to fulfill the commitments contained in the Bid. The letter must include the following: (1) a contact for all communication pertaining to the Bid (including name, position, address, direct phone number and email); (2) a statement of the Bidder's understanding of the Scope of Services to be provided and overall ability and qualifications to successfully fulfill the Scope of Services; and (3) acknowledgment by the Bidder that it meets all requirements for award of a contract.

5.3.2 Experience of the Bidder / Statement of Qualifications (Limit Two (2) Pages)

Provide a brief description of the Bidder including length of time in business, services provided, and any certifications and/or affiliations that may be relevant. Provide sufficient information for the City to evaluate the ability and experience of the Bidder to successfully fulfill the Scope of Services.

5.3.3 References (Limit two (2) pages)

Provide references (name, entity, phone number and email) for three other cities (or entities) that the Bidder has provided similar services for in the past three years.

5.3.4 Methodology for Service Delivery (Limit one (1) page)

Bidder may choose to utilize the current methodology or process for providing solid waste collection services in the city of Mission. If the Bidder proposes an alternative methodology, please provide an explanation of such and how this will be beneficial to the City.

5.3.5 Equipment to be Used

Bidder shall provide a list of equipment that will be used in the provision of solid waste collection services for the city of Mission. Such list should include year, make, and model of each truck.

5.3.6 Poly-Carts to Be Provided

Bidder shall provide a description of the Poly-Carts to be used in the service provision. A picture of the Poly-Cart would be preferable.

A description of how the carts are to be distributed will be required and the process by which carts can be replaced if lost or broken.

5.3.7 Appendix C – Complete Bid Sheet

Bidder will provide a completed Bid Sheet with as shown in Appendix C of this IFB.

5.3.8 Appendix D – Acknowledgement of Addenda

Bidder should complete and sign the Acknowledgement of Addenda as found in Appendix D of this IFB.

Bid Documents will be incorporated and become a part of the Contract that the City enters into with the selected Bidder.

5.4 Bid Bond

The Bidder will provide a Bid Bond in the amount of five percent (5%) of the compensation that the Bidder is bidding for the first year of services under the contract. The Bid Bond will be in the form of a Surety Bond from a recognized surety company, cashier's check, or certified check drawn on a responsible bank.

The Bid Bond is subject to forfeiture to the City in the event the successful Bidder fails to enter into the Contract. Bid Bonds of unsuccessful bids will be returned within 120 days of the bid date.

The selected Bidder will provide the Performance Bond upon which the Bid Bond will be returned.

5.5 Bid Withdrawal

Bids submitted may be withdrawn up to the submittal deadline. Bidders will be required to provide a written request to withdraw a bid.

A new bid may be submitted if done so prior to the bid submittal deadline.

5.6 Questions and Addenda

Questions regarding this IFB may be addressed to:

Brian Scott
Assistant City Administrator/Finance Director
6090 Woodson
Mission, KS 66202
bscott@missionks.org

Questions must be submitted in writing.

Any addenda will be posted on the City's website.

The last date for addenda to be issued will be **Friday, August 16, 2019** except for an addendum extending the date of submission or withdrawing the IFB.

5.7 General Requirements and Stipulations with Submission

The City reserves the right to reject any or all Bids and to waive any minor informality, technicality or irregularity in any Bid.

All Bids, and related reference information, submitted in response to this IFB will become the property of the City and will not be returned. Bidders waive any right of confidentiality as to the Bid Documents. If a Bidder considers certain material in the Bid proprietary information, it shall clearly designate those portions of the Bid it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

The City reserves the right to (1) accept or reject any and all Bids and to waive any technicalities or irregularities involving any Bids and to cancel the IFB process at any time prior to entering into a contract, (2) not award a Contract for any or all of the services that are the subject of this IFB process, (3) negotiate Contract terms acceptable to the City with the Bidder and (4) disregard all nonconforming, non-responsive or conditional Bids.

During the evaluation process, the City reserves the right to request additional information or clarifications from those Bidders submitting Bids and to allow corrections of errors and/or omissions.

Submission of a Bid indicates acceptance by the Bidder of the terms, conditions and specifications contained in this IFB to include any contract requirements set forth herein.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those Bidders submitting Bids. The City reserves the right to select the Bid that will best meet the needs of the City. Bids that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

No Bid may be withdrawn for a period of ninety (90) days from the date set for the opening thereof.

By submission of a Bid, each Bidder submitting a proposal certifies and acknowledges that:

- a. It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage fee resulting from the award of the IFB.
- b. The City may, by written notice to the respondent submitting the response, reject the IFB or cancel any award under this IFB if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an agreement or other favorable treatment with respect to this IFB or the entity submitting the response participated on collusion with another entity to restrain or eliminate competition.

- c. The contents of this IFB and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing Contract as the City deems appropriate.

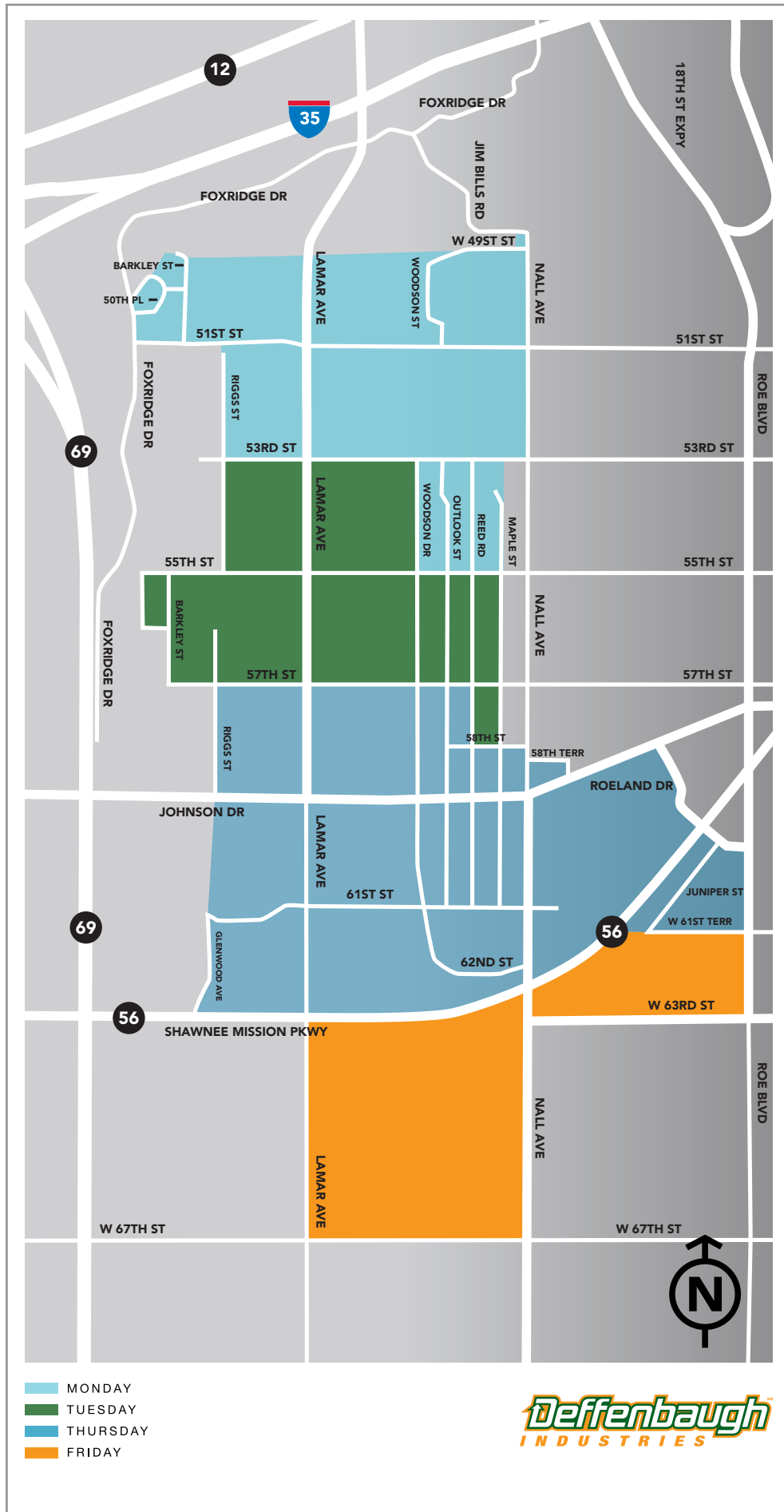
Appendix A

Map of the City of Mission and Residential Solid Waste Service Area

Mission Residential Trash and Recycling Schedule

Beginning Week of December 1

Trash and recycling pickup will occur on the same day.



- MONDAY
- TUESDAY
- THURSDAY
- FRIDAY



Appendix B

Chapter 235 - Solid Waste Collection, Disposal and Recycling

City of Mission Municipal Code

City of Mission, KS
Friday, January 4, 2019

Chapter 235. Solid Waste Collection, Disposal and Recycling

Editor's Note — Ord. no. 1270 §1, adopted August 20, 2008, amended this ch. 235 by enacting the new provisions set out herein. Former ch. 235 derived from CC 2000 §§8-101 — 8-132; ord. no. 796 §1, 12-12-90; ord. no. 989 §8, 1-12-00; ord. no. 1161 §1, 5-11-05.

Section 235.010. Purpose.

[Ord. No. 1270 §1, 8-20-2008]

The City Council hereby finds that improper disposal of articles that can be recycled is contrary to the public interest and it is hereby declared to be the policy of the City to recycle materials and properly dispose of solid waste that cannot be recycled in a safe and sanitary manner. The City Council further finds that solid waste management and disposal are functions that it can efficiently and economically provide or regulate in the furtherance of the well-being of its citizens.

Section 235.020. Definitions.

[Ord. No. 1270 §1, 8-20-2008]

For the purpose of this Chapter, the following words shall have the following meanings:

CONSTRUCTION AND DEMOLITION WASTE

Solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; solid waste consisting of motor vehicle window glass; and solid waste consisting of vegetation from land clearing and grubbing, utility maintenance and seasonal or storm-related cleanup. Such wastes include, but are not limited to, bricks, concrete and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction-related packaging. *"Construction and demolition waste"* shall not include waste material containing friable asbestos, garbage, furniture, appliances, electrical equipment containing hazardous materials, tires, drums and containers even though such wastes resulted from construction and demolition activities. Clean rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste.

CONTRACTOR

A contractor licensed under this Chapter to collect and transport solid waste, recyclable materials and/or yard waste.

DIRECTOR

The City Administrator or his designee.

HAZARDOUS WASTE

1. Any waste or combination of wastes which, because of its quantity, concentration or physical, chemical, biological or infectious characteristics or as otherwise determined by the secretary:

- a. Causes or significantly contributes to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - b. Poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.
2. Hazardous waste shall not include:
- a. Household waste;
 - b. Agricultural waste returned to the soil as fertilizer;
 - c. Mining waste and overburden from the extraction, beneficiation and processing of ores and minerals, if returned to the mine site;
 - d. Drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal energy;
 - e. Fly ash, bottom ash, slag and flue gas emission control wastes generated primarily from the combustion of coal or other fossil fuels;
 - f. Cement kiln dust; or
 - g. Materials listed in 40 CFR 261.4, as in effect on July 1, 1983, or any later version as established in rules and regulations adopted by the secretary.

NUISANCE

Anything which:

1. Is injurious to health or is offensive to the senses or any obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, and
2. Affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and
3. Occurs during or as a result of the handling or disposal of solid waste.

RECYCLABLE MATERIALS

Any materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product or as an effective substitute for a commercial product. "Recyclables" includes, but is not limited to, paper, glass, plastic, municipal water treatment residues, as defined by K.S.A. 65-163 and amendments thereto, and metal, but excludes materials rejected by licensed recycling contractors and yard waste.

RESIDENCE AND RESIDENTIAL

All single-family dwellings, duplexes, triplexes, town homes and condominiums and all other types of dwelling units in the City except apartment buildings, which shall be considered for purposes of this Chapter commercial buildings.

SOLID WASTE

Unwanted or discarded waste materials in a solid or liquid state including, but not limited to, refuse, garbage, trash, rubbish and discarded appliances, furniture, tires, equipment and appliances.

YARD WASTE

Consists of grass clippings, leaves, shrubs and tree trimmings.

Section 235.030. Solid Waste Management Utility — Residential Solid Waste and Recyclable Collection.

[Ord. No. 1270 §1, 8-20-2008]

- A. The City shall provide for the collection and disposal of all residential solid waste as a municipal function and shall extend such service to all residential properties within the City, establish the conditions thereof and fix the charges under which service will be rendered. The City shall license one (1) or more private companies to perform such collection and disposal. All companies providing the service of collecting residential solid waste shall also provide a same-day curbside recycling service or other recycling program approved by the City and shall meet all requirements and regulations set forth by the Governing Body.
- B. Every resident of a residential property in the City shall be required to allow a collector licensed by the City on to his, her or its property for the purpose of collecting residential solid waste and recyclable materials.

Section 235.040. Commercial and Other Collections.

[Ord. No. 1270 §1, 8-20-2008]

The City shall, by licensing, designate collectors to provide for solid waste collection service to institutional, commercial, industrial establishments and apartment buildings. The costs of such services shall be borne by the establishment or apartment building. If the owner of any such establishment or apartment building shall desire to provide for the collection and transportation of its own solid waste generated and/or produced on its own property, such establishment shall make application to the City Administrator for such authority.

Section 235.045. Construction and Demolition Waste Containers.

[Ord. No. 1270 §1, 8-20-2008]

- A. Construction and demolition waste containers may be stored on any residential, institutional, commercial or industrial establishment where a valid building permit has been issued and construction is in progress. Construction and demolition waste containers shall be removed upon the completion of construction.
- B. Construction and demolition waste containers are permissible on any residential, institutional, commercial or industrial property at any time for a fifteen (15) day period, not to exceed one (1) time per year. A permit must be obtained for such fifteen (15) day period from the Director.
- C. The owner, occupant or contractor for every construction site where a construction and demolition waste container is on hand shall place all construction and demolition waste at least once per day into a construction and demolition waste container and maintain such containers and the area surrounding them in a clean, neat and sanitary condition.

Section 235.050. Solid Waste Containers.

[Ord. No. 1270 §1, 8-20-2008; Ord. No. 1291 §1, 3-18-2009]

- A. The owner or occupant of every residence and of every institutional, commercial or industrial establishment or apartment building where solid waste is accumulated must provide sufficient and adequate containers for the deposit and collection of solid waste.
- B. Residential solid waste containers shall have a tight fitting lid or otherwise be tightly secured and/or enclosed to prevent solid waste from escaping or from allowing water to collect inside the container. The container shall be maintained so as to retain odors and prohibit insects or animals from entering the solid waste containers. Containers shall be polycarts furnished by the contractor, not to exceed sixty-five (65) gallons of capacity and shall not weigh over fifty (50) pounds when full.

- C. Commercial solid waste containers shall be approved by the Director. The containers shall be waterproof with a substantial lid or cover tightly fitting to retain all odors and keep out animals and insects and of a sufficient size to receive and hold all solid waste that may accumulate without leakage, overflow or flowing.

Section 235.060. Maintenance of Solid Waste Containers.

[Ord. No. 1270 §1, 8-20-2008]

The owner or occupant of every structure from which solid waste collection is made shall place all solid waste in solid waste containers, except as otherwise provided, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. The contents thereof shall be kept in such condition that they can be readily and fully removed by licensed collectors. No person shall place or store any containers at any place in front of existing buildings, setback lines or existing building lines upon any real property or public rights-of-way in residential areas, except on the day of collection. For institutional, commercial and industrial establishments and apartment buildings, the storage area must be screened from view by enclosure, fence, screen or other suitable means so as to present an aesthetically pleasing appearance.

Section 235.070. Residential Recyclable Containers.

[Ord. No. 1270 §1, 8-20-2008; Ord. No. 1291 §1, 3-18-2009]

Containers for recyclable materials in residential areas shall be polycarts furnished by the contractor(s) with a minimum of sixty-five (65) gallons in capacity and constructed of not less than twenty-five percent (25%) recycled plastic. Containers for recyclable materials in apartment buildings and multi-family dwellings designed for more than four (4) dwelling units may be bags, bins or other containers furnished by the contractor(s) and approved by the Director. The Director may provide other specific requirements for the containers.

Section 235.080. Yard Waste and Composting.

[Ord. No. 1270 §1, 8-20-2008]

It shall be the responsibility of the occupant to place all yard cleanup waste, including, but not limited to, grass clippings, leaves and tree trimmings, in biodegradable kraft paper bags or other rigid containers not exceeding thirty-two (32) gallons in capacity or appropriately bundled tree trimmings at the regular collection point for collection. Containers shall be maintained as to prevent the dispersal of waste placed therein upon the premises served, upon adjacent premises or upon adjacent public rights-of-way. Any composting of yard waste within the City shall be conducted behind the rear building setback line and in a manner so as not to create a nuisance, an offensive sight or offensive odors.

Section 235.090. Tree Trimmings.

[Ord. No. 1270 §1, 8-20-2008]

Tree trimmings less than two (2) inches in diameter shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter when not placed in storage containers.

Section 235.100. Bulky Waste.

[Ord. No. 1270 §1, 8-20-2008]

It shall be the responsibility of the occupant not to permit bulky solid waste to accumulate and to ensure that such waste is disposed of in a proper manner. For purposes of this Section, the term "bulky waste" shall mean non-putrescible solid wastes consisting of combustible or non-combustible waste materials

which are either too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience by solid waste collectors with the equipment readily available therefor. Persons engaged in the collection and transportation of residential solid waste, recyclable materials and yard waste shall make available a bulky waste disposal service. The City shall have the authority to periodically provide for public dumpsters within the City for the benefit of City residents and owners only for the disposal of bulky waste. Locations, duration and any cost of such public dumpsters shall be upon such terms and conditions as approved by the Governing Body.

Section 235.110. Recyclable Collection.

[Ord. No. 1270 §1, 8-20-2008]

The owner or occupant of any residence where recyclable materials shall be generated may separate recyclable materials from all other solid waste and place such recyclable materials at the location designated by the contractor in a recyclable materials container for collection on collection day and shall maintain such recyclable containers and the area surrounding them in a neat, clean and sanitary condition at all times.

Section 235.120. Licensing.

[Ord. No. 1270 §1, 8-20-2008]

All persons desiring to collect and transport residential solid waste within the City shall be licensed and shall collect recyclable materials and yard waste. Application for license shall be made to the City Clerk on forms provided.

Section 235.130. Approval By Governing Body.

[Ord. No. 1270 §1, 8-20-2008]

Each application for license to collect and transport residential solid waste and recyclable materials in the City shall be approved by the Governing Body prior to issuance of any license or the renewal of any license.

Section 235.140. License Fee.

[Ord. No. 1270 §1, 8-20-2008]

All persons engaged in the collection and transportation of solid waste, recyclable materials or yard waste in the City shall pay the occupational license fees required by Chapter **103**, Section **103.070** of the Code of the City of Mission, Kansas.

Section 235.150. Collection Frequency.

[Ord. No. 1270 §1, 8-20-2008]

- A. Residential and apartment building collection of solid waste, recyclable materials and yard waste shall be not less than one (1) collection each calendar week.
- B. Institutional, commercial and industrial solid waste collection shall be as required to protect the health, welfare and safety of the City and maintain the premises in a sanitary and uncluttered condition so as to avoid the creation of a nuisance.

Section 235.160. Routes Established.

[Ord. No. 1270 §1, 8-20-2008]

Each person licensed to engage in collection, storage and transportation of residential solid waste and recyclable material shall file a route schedule with the Director to ensure that each area of the City is provided service on the same day of the week.

Section 235.170. Rate Schedule.

[Ord. No. 1270 §1, 8-20-2008]

Each firm applying for a license to engage in collection and transportation of residential solid waste and recyclable material in the City shall file a complete rate schedule with its application. The rate schedule shall list all charges and classification of charges, including special charges for groups or associations charged in any area of Johnson County. The Governing Body shall approve such rates for the period ending on the first (1st) day of December of each year. Any change in the rates prior to being placed into effect shall be approved by the Governing Body. The method and time of billing shall also be indicated and must be approved by the Governing Body.

Section 235.180. Collection Hours.

[Ord. No. 1270 §1, 8-20-2008]

All licensed contractors shall engage in the collection and transportation of solid waste, recyclable materials and yard waste between the hours of 7:00 A.M. and 7:00 P.M.

Section 235.190. Telephone Required.

[Ord. No. 1270 §1, 8-20-2008]

All licensed contractors shall maintain an office with adequate telephone service to provide for service requests and complaints. The Director shall be furnished immediately any change in telephone or address if such office changes after receiving a license.

Section 235.200. Revocation of License.

[Ord. No. 1270 §1, 8-20-2008]

Any person licensed under this agreement and found, after public hearing before the Governing Body, to be in violation of the provisions of this Chapter may have such license revoked.

Section 235.210. Disposal of Solid Waste.

[Ord. No. 1270 §1, 8-20-2008]

All solid waste shall be disposed of at a processing facility or disposal area approved by and complying with all requirements of the Johnson County Solid Waste Management Plan and as permitted by the Kansas Department of Health and Environment and the Johnson County Board of County Commissioners.

Section 235.220. Disposal of Recyclable Materials.

[Ord. No. 1270 §1, 8-20-2008]

All recyclable material shall be disposed of at a recycling processing or disposal facility approved by and in compliance with all local, State and Federal regulations.

Section 235.230. Hazardous Wastes.

[Ord. No. 1270 §1, 8-20-2008]

No person shall place any flammable, explosive or hazardous waste in any container for collection and disposal. Hazardous wastes shall be disposed of only in a manner prescribed by applicable local, State and Federal laws and regulations.

Section 235.240. Insurance.

[Ord. No. 1270 §1, 8-20-2008]

Each collector and contractor in the City shall maintain insurance coverage in an amount not less than one hundred thousand dollars (\$100,000.00) for each person injured or killed and an amount not less than two hundred thousand dollars (\$200,000.00) in the event of injury or death of two (2) or more persons in any single accident and an amount not less than fifty thousand dollars (\$50,000.00) for damage to property, such policy to be written to allow the first (1st) twenty thousand dollars (\$20,000.00) of liability for property damage to be deductible. A certificate of insurance evidencing the required insurance shall be continuously maintained with the Director. The insurance carrier shall be required to notify the City in writing no less than ten (10) days prior to the effective date of such a cancellation. The policy shall contain a provision which shall place the responsibility for the ten (10) day written notice upon the company issuing the policy.

Section 235.250. Inspection.

[Ord. No. 1270 §1, 8-20-2008]

In order to insure compliance with the laws of this City, County, State and any applicable Federal laws and regulations, the Director is authorized to inspect all phases of solid waste management within the City. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law. In all instances where such inspection reveals violation of this Chapter, the Director or other law enforcement personnel may issue a complaint for prosecution in the Municipal Court of the City or other appropriate court of proper jurisdiction.

Section 235.260. Documentation.

[Ord. No. 1270 §1, 8-20-2008]

All residential collectors of solid waste and recyclable materials must submit recycling documentation on a quarterly basis to the Governing Body. Documentation must be submitted no later than April thirtieth (30th), July thirtieth (30th), October thirtieth (30th) and January thirtieth (30th) immediately following the prior quarter. Documentation shall include an affidavit certifying that the Collector has complied with all requirements of this Chapter and substantiate the recyclable disposal method, weight and/or volume amount and compensation received for the materials recycled. Any person licensed to collect solid waste and recyclable materials failing to provide the required documentation will be found in violation of this Chapter and may have his/her license revoked by the Governing Body.

Section 235.270. Rules and Regulations.

[Ord. No. 1270 §1, 8-20-2008]

The Director may promulgate such reasonable and necessary rules and regulations governing the administration of this Chapter. Such regulations shall be approved by the Governing Body. Once approved by the Governing Body, such regulations shall be subject to enforcement on the same manner as set forth in this Chapter. A copy of the regulations shall be on file in the office of the City Clerk.

Section 235.280. Education, Promotion and Marketing.

[Ord. No. 1270 §1, 8-20-2008]

Each solid waste and recyclable materials contractor shall implement public education and awareness programs in coordination with the City to educate the general public and waste generators of the importance of recycling and waste minimization. Each contractor shall submit a public education and awareness program to the Director for approval which program shall commence prior to the commencement of recycling in the City and shall continue so long as such contractor collects recyclable materials in the City. A recycling emblem may be established by the City as part of the recycling program and utilized in the establishment of an awareness program.

Section 235.290. Solid Waste Collection Vehicles.

[Ord. No. 1270 §1, 8-20-2008]

All solid waste collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for collection of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting waste or, as an alternative, the entire bodies hereof shall be enclosed with only loading hoppers exposed. No materials shall be transported in the loading hoppers.

Section 235.300. Recyclable Material Collection Vehicles.

[Ord. No. 1270 §1, 8-20-2008]

All recyclable material collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of recyclable material therefrom.

Section 235.310. Excavation Material.

[Ord. No. 1270 §1, 8-20-2008]

Permits shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities; however, all such material shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the materials being transported spill upon the public rights-of-way.

Section 235.320. Unlawful Activity.

[Ord. No. 1270 §1, 8-20-2008]

A. It shall be unlawful for any person:

1. As owner, occupant or person in charge of any residence, building, lot or premises to violate any of the provisions of this Chapter.
2. As owner, occupant or person in charge of any residence building, lot or premises to deposit or cause to be deposited upon any street of the City or upon any other property, public or private, within the City limits any solid waste, yard waste or recyclable material except as prescribed in this Chapter.
3. As non-residents of the City to deposit anything in public dumpsters.
4. To engage in the business of collecting, transporting, processing or depositing of solid waste, recyclable material or yard waste within the City without first obtaining a license to do so from

the Governing Body.

5. Be granted a license from the City under this Chapter for collection and transportation of solid waste, recyclable materials and yard waste to violate any of the provisions of this Chapter.
6. To deposit solid waste, recyclable materials or yard waste in any solid waste container or recyclable container other than his/her own without the written consent of the possessor of such container and/or with the intent of avoiding payment of the service charge thereafter provided for solid waste collection, recyclable material collection, yard waste collection and disposal.
7. To interfere in any manner with solid waste and/or recyclable collection equipment or with solid waste and recyclable collectors in the lawful performance of their duties.
8. To burn solid waste or recyclable materials within the City.
9. To dispose of any solid waste recyclable material or yard waste at a facility which is not approved by the City or Johnson County.
10. To upset, turn over, remove or carry away any solid waste container, recyclable material container or any other approved container or part hereof.
11. To engage in the business, operation of or in any manner perform the act of collection of solid waste, recyclable material or yard waste within the City between the hours of 7:00 P.M. and 7:00 A.M.
12. To stop, stand or park a vehicle used in the collection of solid waste, recyclable material or yard waste at any place in the City between the hours of 7:00 P.M. and 7:00 A.M.
13. To remove any recyclable material from a recyclable materials container without the written consent of the possessor of such container.
14. As non-residents of the City to deposit any solid waste, yard waste or recyclable material upon any street of the City or upon any other property, public or private, within the City limits.
15. No waste or recyclable material shall be placed in front of the building line earlier than 6:00 P.M. the night before collection.

Section 235.330. Collection and Payment of Charges.

[Ord. No. 1270 §1, 8-20-2008]

- A. Annual charges for solid waste collection for residential property shall be collected with ad valorem real estate taxes annually.
- B. The City will make available residential bulky waste pickup at least yearly at specified times at no charge to the owner or occupant; in all other situations, the costs of bulky waste collection shall be the responsibility of the owner or occupant.
- C. The City will make recycling collection available for residential property at no charge to the owner or occupant.
- D. Charges by licensed contractors for solid waste collection for institutional, commercial and industrial establishments and apartment buildings shall be the responsibility of the owner or occupant of the establishment or apartment building.

Section 235.340. Schedule of Fees and Charges.

[Ord. No. 1270 §1, 8-20-2008]

The charges to be assessed and paid by the occupant for collection, transportation and disposal of solid waste shall be as fixed from time to time in the City's schedule of fees available in the office of the City Clerk.

Appendix C

City of Mission Bid Sheet for Residential Solid Waste Collection Services

Name of Bidder: _____

Weekly Residential Solid Waste Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
1	Cost per month, per resident for weekly collection of solid waste limited to one Poly-Cart		2,970		
				Total	

Base Bid - Weekly Residential Recycling Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
2	Cost per month, per resident for weekly collection of recyclable waste – <u>UNLIMITED AMOUNT</u>		2,970		
				Total	

ALTERNATE Bid – Weekly Residential Recycling Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
3	Cost per month, per resident for weekly collection of recyclable waste – LIMITED to:		2,970		
	Limited to what amount?				
				Total	

Bidder's Initial: _____

Page 1 of 3

Name of Bidder: _____

Weekly Yard Waste Collection

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
4	Eight (8) Yard Waste Bags - January thru October		2,970		
5	Twelve (12) Yard Waste Bags – November thru December		2,970		
				Total	

Bulky Items – Once a Month Pick-Up

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
6	Cost per month, pre resident for monthly collection of bulky items (limit of three - 3)		2,970		
				Total	

Overage Stickers

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
7	Cost per overage sticker				

Community Festivals

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
8	2-Yard Dumpster – Two (2) dumpsters provided up to four times a year for community festivals		4 times a year		
9	Portable Toilets – Six (6) portable toilets provided up to four times a year for community festivals.		4 times a year		
				Total	

Bidder's Initial: _____

Name of Bidder: _____

Collection for City Facilities

Item	Description	Unit Price	Quantity	Total Monthly Price	Total Annual Price
	City Hall/Police Depart. – 6090 Woodson Road				
10	2-Yard Dumpster – collected 3 times a week		2		
	Mission Family Aquatic Center (pool) – 6090 Woodson Road				
11	2-Yard Dumpster – collected 1 time a week		2		
12	8-Yard Dumpster – collected 1 time a week		1		
	Sylvester Powell Jr. Community Center – 6200 Martway Street				
13	2-Yard Dumpster – collected 3 times a week		4		
14	8-Yard Dumpster – collected 1 time a week		2		
	Public Works Maintenance Facility – 4775 Lamar Avenue				
15	8-Yard Dumpster – collected 1 time a week		1		
16	80-Yard Dumpster – collected upon request (one is for recycling only)		2		
				Total	

Name of Bidder: _____

Contact Phone Number: _____ Email: _____

Signature of Individua Authorized to Bind Bidder: _____

Name of Signer: _____

Title/Position: _____

Date: _____

Appendix D

City of Mission

Acknowledgment of Addenda

Bidder will need to complete and sign this acknowledgment that he/she has received and considered all Addenda that were issued in relation to this IFB.

_____ (Bidder) does hereby certify that he/she has received any and all addendum issued by the City of Mission in relation to the Invitation for Bids for:

“Residential Solid Waste Collection Services”

And, that Bidder has reviewed and understands each addenda issued and has developed its Bid to this Invitation for Bids in accordance with said addendum.

Name of Bidder: _____

Address of Bidder: _____

Name of Individual of Vendor with Authority to Sign on Behalf of Bidder:

Title of Individual:

Signature:

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 2, 2019
POLICE	From:	Ben Hadley/Kevin Self

Action items require a vote to recommend the item to full City Council for further action.

RE: Adoption of the *Standard Traffic Ordinance (STO)* and *Uniform Public Offense Code (UPOC)* Code Books for 2019

RECOMMENDATION: Approve the ordinances adopting the 2019 editions of the *Standard Traffic Ordinance for Kansas Cities (STO)* and the *Uniform Public Offense Code for Kansas Cities (UPOC)*, as published by the League of Kansas Municipalities.

DETAILS: The *Uniform Public Offense Code* and the *Standard Traffic Ordinance* have been published by the League of Kansas Municipalities since 1980. They are updated each legislative session, and are designed to provide a comprehensive public offense ordinance and a comprehensive traffic code for Kansas cities. They do not take effect in a city until the governing body has passed and published ordinances incorporating them. When properly incorporated by reference, it is not necessary to publish the entirety of the codes, just the ordinances.

Currently, the police department and court are utilizing the 2018 versions of the above referenced codes. The 2019 versions became effective July 1, 2019, but we wait until the updated (printed) versions are available through the League before bringing the action item forward to the City Council. To maintain uniformity with agencies in the area and with the State of Kansas and the actions of the State Legislature, it is recommended that these codes be adopted. The City has the ability to use the ordinances to address local issues which the City may want to address differently.

In 2019, in addition to the changes impacted by new legislation, the editor decided it was time for a complete update of the STO and UPOC to more closely match Kansas Statutes and Kansas Criminal Code. The result is that Mission's ordinances have some changes from previous years to help align our policies with the updated STO and UPOC. The proposed modifications and/or exemptions to the STO and UPOC for 2019 are detailed below.

In the *Standard Traffic Ordinance* those include:

- Article 7, Section 33 relating to maximum speed limits is deleted. Maximum speed limits are regulated by the Mission Municipal Code Section 310.010
- Article 20, section 204(b) relating to fines in school zones is deleted. School zone fines are regulated by Mission Municipal Code Section 300.035.

In the *Uniform Public Offense Code* those include:

- Article 10, Sections 10.24, 10.25, and 10.26 relating to smoking prohibitions are deleted. Smoking restrictions are regulated by Mission Municipal Code Chapter 22, Article III.
- Article 11, Section 11.11 relating to animal cruelty is deleted. Animal cruelty is regulated

Related Statute/City Ordinance:	
Line Item Code/Description:	01-30-206-03 Publications
Available Budget:	\$2,500

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 2, 2019
POLICE	From:	Ben Hadley/Kevin Self

Action items require a vote to recommend the item to full City Council for further action.

by Mission Municipal Code Chapter 210. Article I.

- Article 11, Section 11.15 relating to dangerous animals at large is deleted. Dangerous animals at large are regulated by Mission Code, Chapter 210, Section 210.150.

A recent article from the League of Kansas Municipalities publication which outlines the changes and revisions to both the STO and UPOC is included in the packet.

Along with the printed code books, licenses for electronic versions of the STO and UPOC were purchased so that the information can be placed on the City's website and on computers in patrol vehicles and workstations used by the court and police department personnel. The cost for updated ordinances was \$1,040.41.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	01-30-206-03 Publications
Available Budget:	\$2,500

ORDINANCE _____

AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE 2019 EDITION, AND AMENDING THE CODE OF THE CITY OF MISSION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS AS FOLLOWS:

SECTION 1: The traffic Code of the City of Mission, 2019 Edition, Chapter 300, Section 300.010 is hereby amended as follows:

CHAPTER 300: GENERAL PROVISIONS

§300.010: INCORPORATING STANDARD TRAFFIC ORDINANCE

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Mission, Kansas, that a certain “Standard Traffic Ordinance for Kansas Cities,” 2019 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are hereby omitted, deleted, modified or changed. No fewer than three (3) copies of the Standard traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by the Code of the City of Mission” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omissions or change and to which shall be attached a copy of this Chapter and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Article 7, Section 33 relating to maximum speed limits is deleted. Maximum speed limits are regulated by the Mission Municipal Code Section 310.010.

SECTION 3: Article 20, Section 204(b) of said Standard Traffic Ordinance relating to fines in school zones is hereby deleted. School zone fines are regulated by Mission Municipal Code Section 300.035.

SECTION 4: This Ordinance shall take effect and be in full force from and after publication as required by law.

PASSED AND APPROVED by the City Council this 16th day of October, 2019.

APPROVED by the Mayor this 16th day of October, 2019.

Ronald E. Appletoft, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

ORDINANCE _____

AN ORDINANCE ADOPTING THE UNIFORM PUBLIC OFFENSE CODE, 2019 EDITION, AND AMENDING THE CODE OF THE CITY OF MISSION.

BE IT ORDAINED by the Governing Body of the City of Mission, Kansas:

SECTION 1: Section 215.010 of the Code of the City of Mission, Kansas is hereby amended by adopting the Uniform Public Offense Code, 2019 edition, as follows:

§215.010: Incorporating Uniform Public Offense Code.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Mission, Kansas, that a certain code known as the “Uniform Public Offense Code,” 2019 Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such Articles, Sections, parts or portions as are hereby omitted, deleted, modified or changed. No fewer than three (3) copies of the Uniform Public Offense Code shall be marked or stamped “Official Copy as Incorporated by the Code of the City of Mission” with all Sections or portions thereof intended to be omitted or changed clearly marked to show any such omissions or change and to which shall be attached a copy of this Chapter and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied at the cost of the City such number of official copies of such Uniform Public Offense Code similarly marked as may be deemed expedient.

SECTION 2: Article 10, Sections 10.24, 10.25, and 10.26 relating to smoking prohibitions are deleted. Smoking restrictions are regulated by Mission Municipal Code Chapter 225, Article III.

SECTION 3: Article 11, Section 11.11 relating to animal cruelty is deleted. Animal cruelty is regulated by Mission Municipal Code Chapter 210, Section 210.160.

SECTION 4: Article 11, Section 11.15 relating to dangerous animals at large is deleted. Dangerous animals at large are regulated by Mission Code, Chapter 210, Section 210.150.

SECTION 5: This Ordinance shall be in full force and effect after publication according to law.

PASSED AND APPROVED by the City Council this 16th day of October, 2019.

APPROVED by the Mayor this 16th day of October, 2019.

Ronald E. Appletoft, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

2019 Standard Traffic Ordinance and Uniform Public Offense Code Changes

By Amanda L. Stanley, General Counsel, League of Kansas Municipalities

The 2019 editions of the Standard Traffic Ordinance (STO) and the Uniform Public Offense Code (UPOC) are now available for cities to order. (Order copies online at www.lkm.org.) This article describes the legislative changes to both publications and changes made by the editor.

STO

In 2019, the legislature passed six bills – HB 2104, SB 63, SB 41, SB 17, HB 2125, and HB 2211 – affecting the STO.

HB 2104 amended the statute related to preliminary breath tests of DUI suspects and resulted in the removal of portions of STO, Section 30.2. Subsection (a), which contained language establishing that every driver of a vehicle was deemed to have given consent to a preliminary breath test. Subsection (c), which required an officer to give both written and oral notice to the suspect has also been deleted. Subsection (b), which will now be subsection (a), has been amended by deleting the word saliva and replacing it with the term oral fluid. The bill also removed the traffic infraction for refusing to submit to a preliminary breath test from the state statutes. The League removed that charge in the 2016 edition of the STO due to concerns with the constitutionality of the charge.

SB 63 resulted in eight changes to the STO, creating new sections and definitions, as well as amending existing sections. Section 76 of the STO requires a driver to stop at a railroad grade crossing under certain circumstances. The amended section has expanded the requirement to stop for a train and also for “other on-track equipment”. This bill also made changes to Section 114.1, Unlawful Operation of an All-Terrain Vehicle (ATV) and Section 114.5, Unlawful Operation of a Work-Site Utility Vehicle (UTV). The change is the same for both sections and concerns the operation of these vehicles when used for an agricultural purpose. Both ATV’s and UTV’s can now be operated on federal and state highways with a speed limit of 65 MPH or less if they are being used for an agricultural purpose and the operators meet other requirements. They are not authorized under this bill to operate within any city limits unless authorized by a city. If a city currently allows the operation of these vehicles within the city they can, if they choose, amend the city ordinance to allow the operation on a state or federal highway if all the requirements surrounding the agricultural purpose exemption are included.

The League introduced a bill this year concerning the regulation of electric-assisted scooters which was passed as a part of SB 63. This change required the addition of new STO Section 135.1, Electric-

Assisted Scooters, as well as an additional definition in Section 1 of the STO. The bill mandates that electric-assisted scooters are subject to the traffic regulations applicable to bicycles, found in Sections 127 to 133, of the STO. Cities have the ability to pass an ordinance to provide additional regulations and controls if there is a need. This new STO section contains an editor’s note reminding cities of this ability to further regulate the operation of these vehicles.

SB 63 also created the need for new STO Section 169.1, Transportation Network Lighting Devices, and an amendment to Section 169, Special Restrictions on Lamps. This change will allow ride share company drivers to place a light, of any color other than red, indicating they are on duty to make it easier for consumers to recognize the ride share vehicles. The bill states that a city can authorize this change by passing an ordinance. By adopting the 2019 STO, the city will be authorizing transportation network drivers to use these lights.

STO Section 181, One-Way Glass and Sun Screening Devices, is also amended by SB 63. The changes are related to the ability to place protective sun screening on the windshield of a vehicle. The sun screen must have a minimum light transmittance of 70%, be designed to reduce harmful ultraviolet A or B rays, and the driver or occupant of the vehicle must have a signed statement from a doctor indicating the sun screen is necessary for the health of the individual. This bill was brought to the legislature by the family of a young boy who is allergic to the sun and they were concerned he would never be able to drive a car because they could not legally place material on the windshield of a car to protect him from the sun’s harmful rays.

SB 41 amended the seat belt statute making a clear statement this is a traffic infraction. This change resulted in a need to edit STO Section 182.1 to add the traffic infraction language.

SB 17 makes changes concerning motorcycles and drivers license classification. Prior to the changes of SB 17, a person who did not have an M classification drivers license could operate a motorcycle that had a temporary license plate. The M classification was not required until the motorcycle had a permanent license plate. STO Section 192, Driver’s License, has been amended, based on SB 17, and now requires any person operating a motorcycle to have a class M driver’s license regardless of the motorcycle’s license plate status.

HB 2125 deals with providing a driver’s license to a law enforcement officer when requested. This bill was brought to the legislature by agencies having incidents of individuals refusing to

hand their license to an officer claiming that the law only required them to display the license. The statute now clearly states a driver is required to promptly deliver their license to an officer when requested. This change required an amendment to STO Section 193, Driver's License in Possession, to reflect the changes made by HB 2125.

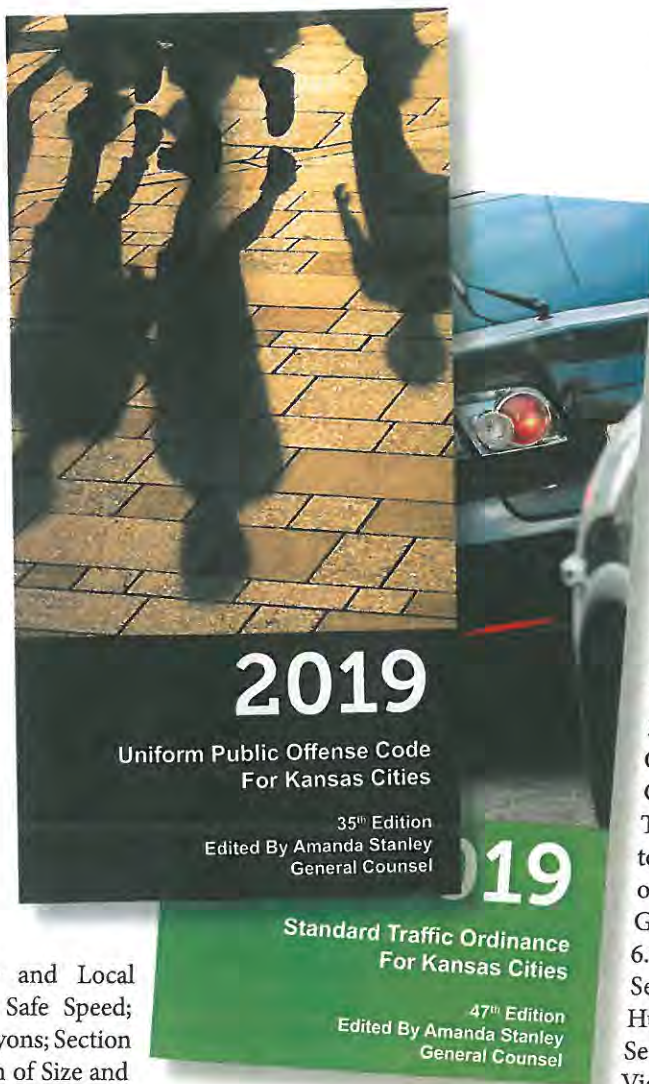
The final bill to change the STO this session was HB 2211. This bill allows a municipal court judge to waive the driver's license reinstatement fee upon showing of manifest hardship. This change required an amendment to STO Section 201.1.

In addition to the changes made by the Legislature, the editor decided it was time for a complete update of the STO to ensure it closely matched the Uniform Traffic Act in Kansas Statutes. This involved the addition of several new sections previous editors had decided to exclude. These sections include: Section 6.1., Road Construction Zone; Section 33.1., Special Speed Limitations Applicable to Certain Vehicles and Portions of Highways; Powers of Secretary and Local Authorities; Violations, Evidence of Safe Speed; Section 38.1., Driving in Defiles or Canyons; Section 105.1., Criminal Penalties for Violation of Size and Weight Laws; Exceptions; Section 105.2., Width of Vehicles and Loads Thereon; Section 105.3., Projecting Loads to the Front and Rear; Section 151.1., Air Conditioning Equipment; and Section 158.1., Lights; Lamps and Reflectors on Farm Tractors; Slow-moving Vehicle and Slow-moving Vehicle Emblem Defined; Requirements for Slow-moving Vehicles; Unlawful Acts; Exception.

The following sections were amended: Section 115., Unlawful Riding on Vehicles; Section 156., Lamps or Flags on Projecting Loads; and Section 158., Lamps on Other Vehicles and Equipment.

UPOC

The Legislative Session resulted in the UPOC having a few changes this year, with most of the changes related to marijuana and cannabidiol. SB 28 creates an affirmative defense for products containing THC, the hallucinogenic ingredient in marijuana. If a person is being prosecuted for marijuana possession because of the use of a cannabidiol treatment preparation, as defined by statute, and the individual has a statement from a licensed physician that the person suffers from a debilitating medical condition, the person would not be guilty of possession. This change in Kansas law has resulted in the amendment of UPOC Section 1.1., Definitions, with the addition of definitions for both cannabidiol treatment preparation and debilitating medical condition. UPOC Section 9.9.1., Unlawful Possession of Marijuana and Tetrahydrocannabinols, has been amended to provide the requirements for meeting the affirmative defense now available to individuals.



In addition to changes due to the 2019 session, the editor decided it was time for a complete update of the UPOC to ensure it closely matched the Kansas Criminal Code. This involved the addition of several new sections previous editors had decided to exclude. The following sections were added or modified: Section 3.1.1., Domestic Battery; Section 3.2.1., Sexual Battery; Section 3.4., Unlawful Interference with an Emergency Medical Services Attendant; Section 3.7.1., Interference with Custody of a Committed Person; Section 3.10., Hazing; Section 3.13., Stalking; Section 5.1.2., Unlawful Possession of a Visual Depiction of a Child; Section 5.1.3., Unlawful Transmission of a Visual Depiction of a Child; Section 5.3., Unlawfully Hosting Minors Consuming Alcoholic Liquor or Cereal Malt Beverages; Section 6.1., Theft; Section 6.6., Criminal Damage to Property; Section 6.7.1., Trespassing on Railroad Property; Section 6.16., Giving a Worthless Check; Section 6.23.1., Unlawful Use of Recordings; Section 6.24., Commercial Fossil Hunting; Section 6.25., Counterfeiting; Section 6.26., Automobile Master Key Violation; Section 7.4., Interference with the Judicial Process; Section 7.15., Intimidation of a Witness or Victim; Section 7.16., Obstructing Apprehension or Prosecution; Section 8.2., Unlawful disclosure of Tax Information; Section 8.3., Unjustifiably Exposing a Convicted or Charged Person; Section 9.9.2., Possession of Drug Paraphernalia and Simulated Controlled Substances; Section 9.9.3., Unlawful Distribution of Controlled Substances; Section 9.9.4., Unlawful Possession of Controlled Substances; Section 9.9.5., Unlawful Possession of a Simulated Substance; Section 9.9.6., Distribution of a Non-controlled Substance; Section 10.2., Possession of a Firearm Under the Influence; Section 10.4., Failure to Register Explosives; Section 10.21., Selling Beverage Containers with Detachable Tabs; Section 10.28., Endangering the Food Supply; Section 11.1., Promoting Obscenity; Section 11.2., Promoting Obscenity to Minors; Section 11.9.1., Illegal Bingo Operation; Section 11.10., Possession of a Gambling Device; Section 11.11., Cruelty to Animals; Section 11.13., Unlawful Possession of Dog Fighting Paraphernalia; Unlawful Attendance of Dog Fighting; Section 11.14., Illegal Animal Ownership; Section 11.15., Permitting a Dangerous Animal to be at Large; and Section 11.16., False Membership Claim. ☺

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