CITY COUNCIL REGULAR MEETING

Monday, April 27, 2026 – 6:00 PM

Council Chambers - 203 Paul St - Cedar Street entrance

NOTICE OF MEETING - *Public notice is hereby given that a Regular Meeting of the City Council of Pleasant Hill, Missouri, will be held at the City Hall in the City of Pleasant Hill, Missouri, on Monday, April 27, 2026, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

AGENDA

The Regular City Council Meeting will start immediately following the 6:00 P.M. Special Work Session

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. April 13, 2026 Regular City Council Meeting Minutes
2. April 20, 2026 Work Session Minutes
3. January 31, 2026 Financials
4. February 28, 2026 Financials

PROCLAMATIONS

5. Arbor Day 2026

PUBLIC COMMENT

ITEMS FOR CONSIDERATION

6. Special Request - PHHD for Electrical at Gazebos on Gray's Lot
7. Constable Sanitation Contract Extension
8. Temporary Off Premise Signs Moratorium

DISCUSSION

9. 4th of July Events | 1976 Time Capsule

10. Meeting and Agenda Format

CLOSED SESSION

The City Council may enter into closed session pursuant to:

RSMo. 610-021 (1) for legal actions, litigation, and attorney-client communication

RSMo. 610-021 (2) for discussion of real estate

RSMo. 610-021 (13) for individually identifiable personnel records

ADJOURN

In accordance with ADA guidelines, if you require accommodations (i.e. qualified interpreter, large print, and/or hearing assistance) please notify this office at (816-540-3135) no later than forty-eight hours (48) prior to the scheduled commencement of the meeting.

Regular Council Meeting
April 13, 2026 - 6:00 P.M.
City Hall - 203 Paul St., Pleasant Hill, MO 64080

Present
Mayor: John King
Council Members: Pat Niner, Michelle Mattern, and Brenda Dummer

Staff: Kristen Dorman, Nici Wilson, Tommy Wright, Tony Bakken, Jeff Hull, Amy Johnson, Missy Gentry, Kylie Baker, and Jodie Wasson

Legal Council: n/a
Press: Paige Gustin

Public: John Self, Michelle Donovan, Patricia Scricco, Robert White, Marla Largent, Ed Clemmons, Cherie Reese, W. Kaye Hendrickson, Tony Marlow, JW Hanes, Brooke Patterson, Carla Murray, RC Ebert, Robert Gear, Marvin Dotson, Larry Thielen

Mayor King called the meeting to order at 6:00 P.M. Jodie Wasson called the roll of officials. A quorum was declared.

The agenda was approved by unanimous consent.

The consent agenda was approved by unanimous consent.

Items for Consideration - Old Business

Bill No 26-18 | A Resolution of the City of Pleasant Hill, MO, Amending Resolution No. 26-16, Adopting a Policy to Hold Fifteen Percent of Operating Expenditures of the City's Annual Operating Budget in Reserves:

City Administrator Kristen Dorman explained that Resolution No. 26-16 strengthened the City's financial reserve policy by increasing the minimum unassigned fund balance from eight percent (8%) to fifteen percent (15%). This change was intended to enhance the City's financial stability and preparedness for emergencies or economic uncertainty. At the time of adoption, the City Council requested additional guidance regarding how quickly reserves should be replenished if they are used due to extraordinary circumstances, such as emergencies or unforeseen financial challenges. City staff reviewed financial best practices, including guidance from the Government Finance

Officers Association (GFOA). The standards recommend that governments maintain reserves sufficient to ensure fiscal stability while also restoring depleted reserves within a reasonable and manageable period, generally 1-3 years. Staff recommends that the City establish a replenishment policy that requires the City Administrator to provide a plan of action to restore fund balances at the next budget cycle. This plan of action will include the anticipated time frame, which based on best practices should be generally 1-3 years.

There was no Council discussion or public comment.

A motion was made by CW Mattern to approve Bill No 26-18 | A Resolution of the City of Pleasant Hill, MO, Amending Resolution No. 26-16, Adopting a Policy to Hold Fifteen Percent of Operating Expenditures of the City's Annual Operating Budget in Reserves, seconded by CW Niner. Vote as follows: CW Niner aye, CW Mattern aye, CW Dummer aye. Motion carried.

Bill No. 26-17 | Proposed Resolution Approving the 2026 Pool Management Contract with Midwest Pool Management:

The City has contracted with MPM for pool management services for the past 4 seasons. MPM will coordinate and staff programming activities throughout the season. Hours of operation will be 11:00 A.M. - 12:00 P.M. for Family Swim and Open Swim from 12:00 P.M. - 6:00 P.M. Monday through Sunday. At the October 30, 2025, City Council meeting, the Council reviewed the Pool Cost Analysis presentation and approved hiring a pool management company, as it was determined to be more cost-effective and to reduce liability. The proposed contract amount includes $34,600 for Management fee and $117,240 maximum salary budget, totaling $151,840, which is included in the FY 2027 Park Budget.

There was no Council discussion or public comment.

A motion was made by CW Niner to approve Bill No. 26-17 | A Resolution Approving the 2026 Pool Management Contract with Midwest Pool Management, seconded by CW Mattern. Vote as follows: CW Niner aye, CW Mattern aye, CW Dummer aye. Motion carried.

Acceptance of the April 7, 2026, Certified Election Results:

City Clerk Jodie Wasson presented the election results from the April 7, 2026, general municipal election.

Mayor	**Don Donovan**	**416**
	John E.P. King	344
	Robert Gear	279
	Bernice “Bea Schirlls” Howe	55
Council-At-Large	**Zachary A. Patterson**	**300**
	Tyler Young	291
	John Self	244
	Mark Crain	225
Precinct #22	**Jessica Elliott**	**107**
	Kaila Fain	76
	Cathy Babylon-GIlbert	59
	Claire Hertzog	44

A motion was made by CW Mattern to accept the certified results from April 7, 2026, general municipal election, seconded by CW Dummer. Vote as follows: CW Niner aye, CW Mattern aye, CW Dummer aye, Motion carried.

Other:
Public Works Director Tony Bakken updated the Council on the shared use of the Excavator by the Public Works Department and the Parks & Facilities Department. Bakken reported that an adaptor was found for the existing equipment, which will enable it to meet both departments’ needs and negate the need to purchase an additional Excavator.

Adjourned Sine Die:

A brief recess was called at 6:11 P.M. to present plaques to outgoing officials CW Mattern and CW Emo. Following this, CW Niner presented Mayor King with a plaque thanking him for his service and recognizing his tenure on the City Council.

City Clerk Jodie Wasson swore in the newly elected officials.

Reconvene at 6:20 P.M.:

Roll call taken, present - Mayor Donovan, CW Niner, CW Dummer, CM Patterson, CW Elliott

The agenda was approved by unanimous consent.

Items for Consideration - New Business

Council Selection of Mayor Pro Tempore:

A motion was made to reappoint Pat Niner as Mayor Pro Tempore by CW Dummer, seconded by CM Patterson. Vote as follows: CW Niner aye, CW Dummer aye, CM Patterson aye, CW Elliott aye. Motion carried.

Appointment of Councilpersons to Boards and Commissions:

Mayor Donovan nominated CW Elliott to serve as the Councilperson to the Park Board and CW Dummer to serve on the Planning & Zoning Commission.

A motion was made by CW Niner to appoint CW Elliott to the Park Board and CW Dummer to the Planning & Zoning Commission, seconded by CM Patterson. Vote as follows: CW Niner aye, CW Dummer aye, CM Patterson aye, CW Elliott aye. Motion carried.

With no further business before the Council, CW Niner made a motion, seconded by CW Elliott to adjourn the meeting at 6:24 P.M. Vote as follows: CW Niner aye, CW Dummer aye, CM Patterson aye, CW Elliott aye. Motion carried.

Approved: _____

_____
Mayor Don Donovan

ATTEST:

_____
City Clerk Jodie Wasson

City Council - Work Session
April 20, 2026 - 1:00 P.M.
City Hall - 203 Paul St., Pleasant Hill, MO 64080

Present
Mayor: Don Donovan
Council Members: Pat Niner, Brenda Dummer, Zach Patterson, Jessica Elliott

Staff: Kristen Dorman, Nici Wilson, and Jodie Wasson were present for the duration of the meeting
Jeff Hull, Tommy Wright, Amy Johnson, and Missy Gentry joined the meeting later during their department presentations to

Legal Council: n/a
Press: n/a

Public: n/a

All members were present and the meeting was called to order at 1:00 P.M.

The work session provided an opportunity to orient the newly elected officials to their responsibilities on the City Council.

Topics covered during the work session were:

1. Governance
    a. Special Charter City
    b. Code of Ordinances
    c. Form of Government
    d. Roles of the Council
    e. Roles of the Administrator
    f. What Goes to Council
    g. Policy Making vs Day to Day Operations
    h. Boards and Commission
        i. Park Board
        ii. Historic Preservation Commission
        iii. Board of Zoning Adjustments
        iv. Planning & Zoning Commission
2. Council Meetings
    a. Overview of Meeting Types

   b. Overview of Agenda Items
   c. Council Packet
   d. Robert's Rules of Order
   e. Components of an Agenda
3. Sunshine Law
   a. Missouri Sunshine Law
   b. Exceptions to Open Meetings
   c. Records Request
4. Next Steps
5. Overview of City Departments
   a. Each Department Director/Staff provided information on their departments, their responsibilities, current initiatives, mission statements, and objectives.

With no further discussion to be held, the work session was adjourned at 5:20 P.M.

Approved: _____

_____
Mayor Don Donovan

ATTEST:

_____
City Clerk Jodie Wasson

CITY OF PLEASANT HILL, MISSOURI
REVENUE AND EXPENDITURE REPORT
APRIL 1, 2025- JANUARY 31, 2026
83.33 % OF THE YEAR COMPLETE

	REVENUES			EXPENDITURES			
FUNDS	BUDGET	YEAR-TO-DATE REVENUES	PERCENTAGE OF REVENUES RECEIVED	BUDGET	YEAR-TO-DATE EXPENDITURES	ENCUMBRANCES	PERCENTAGE OF EXPENDITURE
GENERAL FUND	$ 3,745,108	$ 3,177,362	84.84%	$ 4,234,204	$ 3,333,244	$ 25,921	79.33%
DEBT SERVICE	$ 1,210,033	$ 1,177,662	97.32%	$ 1,179,410	$ 1,166,246	$ -	98.88%
CAPITAL PROJECTS	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!
CAPITAL IMPROVEMENTS SALES TAX	$ 479,000	$ 396,458	82.77%	$ 839,460	$ 356,572	$ -	42.48%
EXCISE TAX	$ 17,472	$ 14,136	80.91%	$ 50,699	$ 42,243	$ -	83.32%
RISK MANAGEMENT	$ 11,722	$ 8,537	72.83%	$ 22,260	$ 33,479	$ -	150.40%
PARK / STORMWATER SALES TAX	$ 425,715	$ 352,586	82.82%	$ 452,029	$ 376,681	$ -	83.33%
PUBLIC HEALTH	$ 114,563	$ 121,060	105.67%	$ 203,688	$ 92,209	$ -	45.27%
POOL CAPITAL IMPROVEMENTS SALES TAX	$ 213,110	$ 176,024	82.60%	$ 248,265	$ 168,686	$ -	67.95%
TRANSPORTATION	$ 1,544,994	$ 1,186,790	76.82%	$ 2,044,747	$ 1,325,211	$ 10,344	65.32%
PARKS	$ 802,413	$ 710,424	88.54%	$ 844,991	$ 740,204	$ 1,875	87.82%
WATER / WASTEWATER	$ 5,922,254	$ 4,981,127	84.11%	$ 7,908,186	$ 7,992,238	$ 41,842	101.59%
SPECIAL EVENTS	$ 233,400	$ 280,185	120.05%	$ 275,627	$ 260,478	$ -	94.50%
EQUIPMENT REPLACEMENT	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!
VEHICLE REPLACEMENT	$ 225,000	$ 193,854	86.16%	$ 232,200	$ 224,125	$ -	96.52%
ARPA FUNDING	$ -	$ -	#DIV/0!	$ -	$ 11,914	$ -	#DIV/0!
TOTAL	$ 14,944,784	$ 12,776,208	85.49%	$ 18,535,766	$ 16,123,530	$ 79,982	87.42%

2024 G.O. BOND	
Proceeds	$ 16,156,953
Expenditures as of January 31, 2026	$ 15,409,794

NOTE: ABOVE STATEMENT IS UNAUDITED AND SUBJECT TO CHANGE

CITY OF PLEASANT HILL, MISSOURI
REVENUE AND EXPENDITURE REPORT
APRIL 1, 2025- FEBRUARY 28, 2026
91.67 % OF THE YEAR COMPLETE

	REVENUES			EXPENDITURES			
FUNDS	BUDGET	YEAR-TO-DATE REVENUES	PERCENTAGE OF REVENUES RECEIVED	BUDGET	YEAR-TO-DATE EXPENDITURES	ENCUMBRANCES	PERCENTAGE OF EXPENDITURE
GENERAL FUND	$ 3,745,108	$ 3,386,251	90.42%	$ 4,234,204	$ 3,631,283	$ 18,181	86.19%
DEBT SERVICE	$ 1,210,033	$ 1,217,081	100.58%	$ 1,179,410	$ 1,169,709	$ -	99.18%
CAPITAL PROJECTS	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!
CAPITAL IMPROVEMENTS SALES TAX	$ 479,000	$ 436,235	91.07%	$ 839,460	$ 384,447	$ -	45.80%
EXCISE TAX	$ 17,472	$ 16,662	95.36%	$ 50,699	$ 46,467	$ -	91.65%
RISK MANAGEMENT	$ 11,722	$ 8,537	72.83%	$ 22,260	$ 33,991	$ -	152.70%
PARK / STORMWATER SALES TAX	$ 425,715	$ 390,087	91.63%	$ 452,029	$ 414,349	$ -	91.66%
PUBLIC HEALTH	$ 114,563	$ 124,251	108.46%	$ 203,688	$ 101,131	$ -	49.65%
POOL CAPITAL IMPROVEMENTS SALES TAX	$ 213,110	$ 194,774	91.40%	$ 248,265	$ 205,399	$ -	82.73%
TRANSPORTATION	$ 1,544,994	$ 1,396,416	90.38%	$ 2,044,747	$ 1,412,270	$ 3,016	69.22%
PARKS	$ 802,413	$ 766,267	95.50%	$ 844,991	$ 786,317	$ 1,270	93.21%
WATER / WASTEWATER	$ 5,922,254	$ 5,420,202	91.52%	$ 7,908,186	$ 8,471,655	$ 12,319	107.28%
SPECIAL EVENTS	$ 233,400	$ 283,895	121.63%	$ 275,627	$ 261,532	$ -	94.89%
EQUIPMENT REPLACEMENT	$ -	$ -	#DIV/0!	$ -	$ -	$ -	#DIV/0!
VEHICLE REPLACEMENT	$ 225,000	$ 208,854	92.82%	$ 232,200	$ 243,257	$ -	104.76%
ARPA FUNDING	$ -	$ -	#DIV/0!	$ -	$ 11,914	$ -	#DIV/0!
TOTAL	$ 14,944,784	$ 13,849,515	92.67%	$ 18,535,766	$ 17,173,719	$ 34,785	92.84%

2024 G.O. BOND	
Proceeds	$ 16,156,953
Expenditures as of February 28, 2026	$ 15,824,433

NOTE: ABOVE STATEMENT IS UNAUDITED AND SUBJECT TO CHANGE

Proclamation

FROM THE OFFICE OF MAYOR DON DONOVAN | CITY OF PLEASANT HILL, MO

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE LET IT BE PROCLAIMED, that Mayor Don Donovan and the Pleasant Hill City Council do hereby proclaim April 24, 2026, as:

Arbor Day

In the City of Pleasant Hill, Missouri, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the City of Pleasant Hill, Cass County, Missouri to be affixed this 27th day of April, 2026.

_____

Mayor Don Donovan

ATTEST:

_____

Jodie Wasson, City Clerk

Agenda Item Cover Sheet

Agenda Title:

- Pleasant Hill Historic District: Proposal to Add Electricity to Gazebos on Gray's Lot

Department/Contact Person:

- Bonnie Chambers - 816-305-5317

Background Information:

- The Pleasant Hill Historic District (PHHD) is requesting authorization to install electrical service to the gazebos located on Gray's Lot.
- The City Council previously granted approval for the placement of the gazebos by PHHD on Gray's Lot on June 9, 2025.

Financial Information:

- Estimated future or ongoing costs are undetermined

Staff Recommendation:

- Staff is neutral on the request

Attachments:

- Memo Request from the Pleasant Hill Historic District

Pleasant Hill Historic District
100 Wyoming St.
Pleasant Hill, MO 64080

PROPOSAL TO
ADD ELECTRICITY TO THE GAZEBOS
ON GRAY'S LOT

To: Pleasant Hill City Council
From: Pleasant Hill Historic District, Bonnie Chambers

This request is two-fold.

First, to request permission to be added to the City Council Agenda for the next Council Meeting on April 27, 2026.

Second, to request to add electric service to the Gazebos on Gray's Lot.

On June 9, 2025, the PHHD presented a project to to add two 12 x 16 structures (a/k/a gazebos) to Gray's Lot. Council also approved adding flooring to the gazebos, to be added at a future date. At present, the gazebos are built and the flooring is completed.

The PHHD would like to add electricity to the gazebos. Why?

- Light up Downtown! Illuminate the gazebos with camp lighting to make the area more attractive to residents and visitors.
- Eliminate cords across the lot for safety (mowing, walking).
- After utilizing the gazebos for a season, the need to add lighting has emerged.

The process is simple. Utilizing a licensed electrician, connect to the existing electric box on the West side of Gray's Lot to the gazebos. Use the existing electric box, trench to the gazebos, bury cable in conduit, then add outlets with covers to each gazebo. Then plug in, add a timer, and light up the gazebos.

The PHHD has raised funds for this project through its fundraising activities and is covering the costs of this project.

Thank you for your consideration.

Bonnie Chambers
Board of Directors
Pleasant Hill Historic District

Phone: 816/305-5317
BonnieChambersHomes@gmail.com

Agenda Item Cover Sheet

Agenda Title:

- Constable Sanitation Contract Extension

Department/Contact Person:

- Amy Johnson, Finance Manager

Background Information:

- On June 29, 2021, the City entered into a contract with Constable Sanitation for residential waste collection services. The agreement became effective upon execution by the City Administrator and attestation by the City Clerk.
- The contract established an initial term of three (3) years, running from June 29, 2021 through June 30, 2024. The agreement also includes provisions allowing for up to two (2) Council-approved extensions of two (2) years each, for a maximum total contract duration of seven (7) years. The contract may also be canceled by the City in accordance with Article VII of the agreement.

Financial Information:

- N/A

Staff Recommendation:

- City staff recommends exercising one more available extension option, resulting in an additional two (2) years added to the current agreement. This would extend the contract term through June 29, 2028.

Attachments:

- Contract - Constable Sanitation

CONTRACT FOR RESIDENTIAL WASTE COLLECTION

This Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this 29th day of June, 2021, between Constable Sanitation, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2050 SE Hamblen Rd Lee's Summit, MO 64082, hereafter referred to as the **Contractor**, and The City of Pleasant Hill, Missouri, a Special Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 203 Paul Street, Pleasant Hill, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 29th, 2021 and coincidental with the City Administrator's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 05-21, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 05-21, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Pleasant Hill, Missouri.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of June 29, 2021 and coincidental with the City

Administrator's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years with the possibility of two (2) Council-approved extensions of two (2) years each, for a total up to seven (7) years. The work as specified under this contract would begin June 29, 2021, and continue through June 30, 2024, unless extended by the City Council or cancelled by the City according to the provisions in Article VII of this agreement.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.

Pricing for the initial contract term is as follows:

Monthly charge for curbside pickup of solid waste, yard waste, and one large item collection: $13.55 per residential dwelling unit.

Monthly charge per residential unit for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or facility as submitted to the City by the contractor: $5.20 per residential dwelling unit. The City reserves the right to offer this as a required service for all customers or as an optional subscription-based service without any price differential by the Contractor.

Monthly charge to residential customers for each special pick-up as defined in Section 8 of Appendix A: See schedule "Special Pickup Pricing" attached within the submittal by Constable Sanitation

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by May 1st each year of any increases that may occur 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.

Payment shall be made upon receipt of invoices presented as outlined in Appendix C.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

ARTICLE V

INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. 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 contract, including extras, with the utmost diligence, 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.

Contractor and/or their 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.

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.

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 reportcompletion of the repairs.

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

ARTICLE VII
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to 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 an agreement 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. The City retains the right to reject options for alternative collection.

Contractor shall immediately report to the City's representative any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

Contractor shall promptly notify the City of the nature of any customer service complaints and/or damages by either a customer or by City staff. Contractor shall report the nature of the complaint and the steps Contractor has taken to resolve the complaint. The City may request a report of all complaints and resolutions. The report must be available within 30 days. Failure to resolve complaints or failure to provide the reports upon request of the City may be considered as cause for the City, in its sole discretion, to terminate the contract as set forth in Article VIII.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

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 material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their 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 agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Due to the emergency execution of this contractor, the City will allow the contractor 15 days from contract execution to obtain municipal licenses and permits. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

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.

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.

ARTICLE VIII
CANCELLATION AND/OR TERMINATION OF AGREEMENT

Should either the City or Contractor elect not to renew and extend the Contractor Contract for an additional contract extension, notice must be given, by certified mail, facsimile or email (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contractor Contract.

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such

notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after 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 email. 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 Pleasant Hill, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract 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 Contractor's wheeled containers become property of the City and the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email 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.

Any contract 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.

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 Contract 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 Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX
DEFAULT AND REMEDIES

In case of a dispute, 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.

B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction, Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI

AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at The City of Pleasant Hill the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF Pleasant Hill, MISSOURI

By: _____
Shelby Teufel, City Administrator

Attest: _____
Jodie Wasson, Interim City Clerk

(SEAL)

Constable Sanitation, Inc.
Company Name

By: [signature] - George Constable

Title: Owner

Attest: Shannon Edgmon - Shannon Edgmon, Treasurer

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Residential Waste Collection

CITY OF Pleasant Hill, MISSOURI

RFP 05-21

The solid waste collections service shall conform to all City of Pleasant Hill ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, all condominiums/townhomes up to four units per building, and all apartment complexes up to four units per building serviced with individual containers. The residential service shall not apply to any residents that currently use a communal dumpster or contract for commercial solid waste collection. Any residences that are excluded because of their commercial account or communal collection shall be agreed upon by the City and the Contractor prior to service beginning.

2. **Excluded Residential Dwelling Units** - At this time the City has identified the following communities/subdivision which shall be considered Excluded Residential Dwelling Units. These subdivisions are excluded include private streets and snow removal. These communities include:

   Arbor Ridge

   This list may be expanded by ten (10) days written notice provided to Contractor by City.

3. **Curb Collection** – The Contractor shall provide:
   a. Weekly solid waste collection and disposal service to all residential dwellings within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be a once-a-week, year-round collection of solid waste yard waste from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has one (1) community that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
   b. Year-round, weekly curbside yard waste collection to all residential dwellings within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. By

mutual consent between the City and the Contractor, wheeled carts with hinged lids may be introduced in the future for yard waste.

c. Year-round single-stream curbside commingled recyclable collection and disposal at a qualified recycling center. On collection days, all recycling containers shall be placed curbside. Collection may be provided to all residents or subscription based, as decided by the City of Pleasant Hill.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:

   a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
   b. If a Hardship Customer recycles, the Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence anywhere between the residence and the street.
   c. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.

5. **Collection Vehicles** – Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.

6. **GPS Service Availability -** Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring.

7. **Definitions** – Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

   Solid Waste: All semi-solid and solid waste derived from and used during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid

waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Potential Recyclables means the following –

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 hardcover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines,

hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge on the residents first pickup day of the month. Residents are not required to contact the Contractor in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the RFP and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the Contractor with at least 48-hours notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.

10. **Holiday Schedule** – The Contractor's recognized holidays shall include new Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move all days back one day for the remainder of the week.

11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor's collection schedule and collection routes shall be filed with the City Administrator, or their designee as provided in writing.

12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events, missed pickups from the regular pickup day, and as makeup for

holiday schedules.

13. **Residential Containers**

    a. The City will provide all residential units with one 96-gallon solid waste container (or an alternative 65-gallon container if requested). Residents may place up to 15 bags at the curb. The contractor understands that only 6 bags can fit in a 96 gallon cart and therefore residents may place up to 9 bags independent of a cart at the curb. Residents may purchase additional City-supplied containers for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional containers. The Contractor will notify the City of repeated customers with large volumes and has the ability to assess a $2 per month tipping fee.
    b. If a resident participates in the single-stream commingled curbside recycling program, the City will supply a 65 gallon recycling container. The contractor is willing to collect additional recycling whether contained within the cart or next to the container. If a customer requests an additional container for recycling, the Contractor will not charge an additional tipping charge.
    c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. Unlimited yard waste pickup will be provided by the contractor.

14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Empty containers are to be placed back in place and not left in the street or thrown on the ground. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, at least once daily in the a.m. and a second time in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the

City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.

16. **Customer Service Standards** –

a. The Contractor is responsible for collecting 99% of customers on the day scheduled for pickup. If the contractor fails to collect 99% of customers on the regularly scheduled collection day, a penalty of $2,000 will be deducted from the Contractor's billing.
   i. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
   ii. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety, and welfare of the City.

b. All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of $150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and the resolutions for the prior month.
   i. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
   ii. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety, and welfare of the City.

17. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by Customer Service Representatives; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) Those calls received by an answering service or

machine must be returned before the close of business the same day or by noon the following day if received after 5 p.m -

including calls received Friday evening/night and Saturday; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received via e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

18. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.

19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Pleasant Hill Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.

20. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.

21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

a) Solid waste is to be picked up once a week in City-supplied containers placed at the curb line from residential dwelling units (as defined in Item 1 of this Appendix).

b) Recyclables as listed in the schedule in Item 7 of this Appendix are to be picked up once a week from the curb line of residents who have recycling services. Recycling services will begin the week of October 11, 2021.

c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than forty (40) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees. Yard waste services will begin the week of July 5, 2021.

d) A single large household item is to be collected at the curb line of the residential dwelling once a month on the residents first pickup day of the month. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48-hours in advance. Charges for the service will be billed directly to the resident by the Contractor. Bulk item service will begin the week of August 2, 2021.

APPENDIX B
CONSUMER PRICE INDEX

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection Series ID CUUR0000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal.

The Contractor will separately use the same index to calculate the proposed renewal rate for the subscription single-stream commingled recycling services.

APPENDIX C
GENERAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Pleasant Hill and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to July 1, 2021. The City desires to enter into a contract for three (3) years with two (2) Council-approved extensions for an additional two (2) years each. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

$1,000,000 Each Occurrence Limit
$ 100,000 Damage to Rented Premises
$ 5,000 Medical Expense Limit
$1,000,000 Personal and Advertising Injury
$2,000,000 General Aggregate Limit
$1,000,000 Products & Completed Operations
$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

$5,000,000 Each Occurrence
$5,000,000 Aggregate

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:
$1,000,000 Combined Single Limit
$1,000,000 Each Occurrence Limit
$5,000 Medical Expense Limit

Workers' Compensation: Limit as required by the Workers' Compensation Act of Missouri, Employers Liability:
$1,000,000 from a single carrier.

D. Hold Harmless Clause

The Bidder/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.

E. Exemption from Taxes

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. Invoicing

The Contractor shall submit invoices to the City for services outlined above in Appendix A on a monthly basis.

H. 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, or by facsimile or 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 Administrator, 203 Paul St, Pleasant Hill, MO 64080

If to Contractor: Owner, Constable Sanitation,PO Box 2531, Lee's Summit, Missouri 64063

I. Educational Materials

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

J. Severability

In the event that any provision of this contract 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.

K. Applicable Laws

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. 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:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

3. 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 contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

M. Escalation of Fees

After the initial contract year, the Consumer Price Index (series may be used to determine any increases that would occur for the following years. The City shall be notified by May 1 each year of any increases that may occur and shall be provided with the completed Consumer Price Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

N. Permits

Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in the RFP and within this contract, including the waiver as provided in Article VIII of this contract. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at: 203 Paul Street, Pleasant Hill, Missouri.

O. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid,and to select the bid deemed most advantageous to the City.

P. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. Bid Bond

Due to the emergency provisions of this bid, no bid bond will be required.

R. Performance Bond

The Contractor shall within fifteen (15) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of $120,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State

of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. Payment Bond

The Contractor shall within fifteen (15) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of $120,000, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri.

The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. Affidavit of Work Authorization and Documentation:

Pursuant to Section 285.530 RSMo, the Contractor has affirmed its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

* supplying an AFFIDAVIT OF WORK AUTHORIZATION, and

* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

Agenda Item Cover Sheet

Agenda Title:

- Temporary Off-Premise Signs Moratorium

Department/Contact Person:

- Missy Gentry, Development Coordinator

Background Information:

- Council placed a 60 day moratorium on enforcement of all organizational community event signs on March 2, 2026 until a resolution can be found regarding this type of sign.
- The moratorium currently in place is set to expire on May 1, 2026.
- Council requested a work session with the Planning & Zoning Commission to further discuss regulation of off-premise signage.
- If Council wishes to extend the moratorium, a vote to do so would be required at this Council meeting.

Financial Information:

- N/A

Staff Recommendation:

- N/A

Attachments:

- None

Agenda Item Cover Sheet

Agenda Title

- 4th of July Events | 1976 Time Capsule

Department / Contact Person

- Nici Wilson - Asst. City Administrator
- Kylie Baker - Communications & Community Events Specialist

Background Information

- On the 250th Birthday of America (07/04/2026) the City of Pleasant Hill is slated to exhume the time capsule that was buried in front of City Hall on July 4, 1976.
- City staff is working to put together a small committee of people to assist with this process, specifically community individuals that were present on the day the time capsule was buried to safely facilitate the logistics.
- Staff is looking for direction from Council as to their desire to facilitate the process if they wish to re-bury another time capsule with current day items.
- The City will host the fireworks display currently slated to be discharged from the girls softball fields on Rooster Way.
- City staff is not planning any additional events at this time if other community groups have a desire to do so.

Financial Information

- TBD