



Board of Aldermen Request for Action

MEETING DATE: 6/17/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1477, Extending the agreement with Green For Life (GFL) for Solid Waste services through October 31, 2030

REQUESTED BOARD ACTION:

Motion to approve Resolution 1477, approving the extension of the agreement with Green For Life (GFL) for Residential Solid Waste services through October 31, 2030.

SUMMARY:

The City of Smithville entered into an agreement for residential solid waste services with GFL Environmental (Green for Life) in November 2021. The term of the agreement began in Fiscal Year 2022 and is set to conclude on October 31, 2026. Per the terms of the agreement, either party must provide notice of termination prior to February 1, 2026, should they choose not to renew. Following the initial term, the contract automatically renews on an annual basis unless a termination notice is received by February 1 of the current contract year.

Services Provided by GFL

GFL provides comprehensive solid waste services to Smithville residents, including:

- Weekly curbside trash and recycling collection
- Weekly yard waste collection during Spring, Summer, and Fall (monthly during winter months)
- Weekly servicing of cardboard recycling containers located at City Hall and Price Chopper
- Two curbside bulky item pickups per year (spring and fall)
- One annual e-waste and shredding event
- Holiday trees pick up
- One annual bulky item drop-off event
- Optional additional trash carts available for \$10
- Tags available for additional trash bags (\$1.50 per tag)
- 15% Discounted rate for senior residents aged 65 and older
- Customer service support

Rate Adjustments

Per the contract, GFL may propose annual rate increases, not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) specific to garbage and trash collection. These proposed increases are reviewed and negotiated by City staff each year.

For FY2026, the newly proposed rate increase was negotiated to 1.7%. Additionally, GFL has agreed to hold the same 1.7% increase for FY2027 and FY2028. A 2.5% increase has been proposed for both FY2029 and FY2030. Staff recommends accepting the proposed rates for FY2026 through FY2030, thereby extending the contract through October 31, 2030.

PREVIOUS ACTION:

On July 7, 2021, the Board of Aldermen awarded the Residential Solid Waste Collection Services contract to Green for Life.

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

The City collects a monthly rate/fee from each property and pays GFL based on the number of residential accounts served.

ATTACHMENTS:

- | | |
|---|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Solid Waste Comparison | |

RESOLUTION 1477

A RESOLUTION APPROVING THE EXTENSION OF THE AGREEMENT WITH GREEN FOR LIFE (GFL) ENVIRONMENTAL FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES THROUGH OCTOBER 31, 2030

WHEREAS, the City of Smithville entered into an agreement with Green For Life (GFL) Environmental in November 2021 for residential solid waste collection services; and

WHEREAS, the initial term of the agreement began in Fiscal Year 2022 and is set to conclude on October 31, 2026, with automatic annual renewals unless notice of termination is provided by February 1 of the current contract year; and

WHEREAS, GFL provides comprehensive residential solid waste services to Smithville residents, including weekly curbside trash and recycling collection, yard waste collection, bulky item pickups, and recycling services; and

WHEREAS, the City and GFL have negotiated a proposed rate increase of 1.7% for Fiscal Year 2026, Fiscal Year 2027 and Fiscal Year 2028, and a rate increase of 2.5% for Fiscal Year 2029 and Fiscal Year 2030 and City staff recommends extending the contract through October 31, 2030, under these negotiated rates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH WCA/GFL WASTE CORPORATION OF MISSOURI, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 17th day of June, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

This AGREEMENT entered into this 17th day of June, 2025 by and between the City of Smithville Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, GFL Green For Life Inc. authorized to do business in Missouri (hereinafter referred to as "**Contractor**").

WITNESSETH:

WHEREAS, the City awarded a Contract for Residential Solid waste Collection Services to Contractor for a term commencing November 1, 2021 and ending October 31, 2026; and

WHEREAS, the City and Contractor have agreed to terms of a revised and extended solid waste collection contract;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Contract between the parties shall consist of this Contract and **Exhibit A**, The Parties further agree that this Contract is a memorialization and a supplement to **Exhibit A**, attached hereto. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:

- a) Exhibit A; and then
- b) This Contract.

2. DUTIES AND RESPONSIBILITIES: The Contractor shall furnish all of the labor, supplies and materials and perform all of the work set out forth in **Exhibit A**. Additionally, Contractor and City agree as follows:

- a) Contractor will use only routes reasonably approved by the City to pick up Solid Waste, Recycling, and Yard Waste from the Residents of the City. In establishing said routes, Contractor will work with the City and the City's police force to accommodate as much as possible traffic patterns within the City, as well as previously established routes. Given the anticipated growth within the City, this may be as many as 5 days a week.
- b) Contractor will establish and Internet Site which may be used by the Public to gain information about services available, contact information concerning questions or problems with Contractor's service.
- c) Contractor will observe three holidays per year, Thanksgiving, Christmas and New Year's Day. Holiday pickups to occur on the next day unless said day is a Sunday.

- d) Contractor will reasonably use social media to communicate with the City's resident's concerning issues which affect Contractors services and the
- e) timing of those services. Additionally, when possible Contractor will directly contact the residents regarding any event which affects Contractors services and the timing of those services.

3. **TERM:** This Agreement shall remain in full force and effect beginning November 1, 2026 through October 31, 2030, or until terminated by the City as set forth in **Exhibit A.**

4. **CONTRACT PRICE:** The Contractor shall be paid for services rendered pursuant to the agreement at a monthly rate of \$20.85 per household and \$17.73 per eligible senior household for FY2026. The rate will increase by 1.7% in FY2027 and FY2028, and by 2.5% in FY2029 and FY2030. Qualified Head of Household Utility customers ages 65 and over who have been approved by the City will receive a 15 percent monthly rate reduction.

5. **COMPLIANCE AND REQUIREMENTS:** All services, labor and materials to be furnished and performed by the Contractor shall be to the satisfaction of the Mayor who will be acting on behalf of the City.

6. **NOTICES** Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U.S. Mails or with overnight delivery service. Notice to the City shall be sent to the City Manager at 107 W. Main Street Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at 19212 E. 231st St. Harrisonville MO 64701. Either party may designate such other person and/or delivery address from time to time by written notice.

7. **INDEPENDENT CONTRACTOR:** The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its agents, and employees, including costs and attorney's fees.

If required by Missouri law, Contractor shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Contractor will indemnify and hold the City harmless for any and all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents,

servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work.

The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Contractor will provide the City with a Certificate of Insurance

evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

8. ASSIGNMENT: The Contractor shall not assign this Contract or any amount payable hereunder without the prior written consent of the City.

9. CONFLICTS OF INTEREST: The Contractor warrants and represents that neither the Contractor nor its officers, directors, members, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

10. EXTRAS: No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City or its Residents unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor.

11. COMPLIANCE WITH LAW: This Contract is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract.

12. NOT A JOINT VENTURE: Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.

13. ENTIRE CONTRACT/AGREEMENT: This Contract constitutes the entire

agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract/Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Contractor.

14. RECORDS: The Contractor shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Contractor agrees that the City Auditor or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Contractor involving the transactions related to this Contract.

15. WAIYER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

16. SEVERABILITY: All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

17. UNEMPLOYMENT INSURANCE AND TAXES: The Contractor shall pay, at the Contractor's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Contractor will be approved unless the Contractor is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

18. SURVIVAL OF WARRANTIES: All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work.

19. **APPLICABLE LAW:** the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

20. **CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Contractor and the City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall be deemed to be the controlling original.

21. **BINDING EFFECT:** This Contract is binding on the parties hereto, their heirs, successors and assigns.

22. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, pandemics, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

23. **AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:**

Pursuant to

285.530 R.S.Mo, the Contractor 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 a completed, notarized copy of **EXHIBIT B** to this Contract 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.

24. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement

between the parties and neither party shall be bound by any provisions, representations or agreements except as are herein expressly set forth.

25. **CONDITION PRECEDENT:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance passed by the City Board of Alderpersons, obtained the authority to enter into this Contract.

26. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been meet.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor

Name: _____

CONTRACTOR: WCA Waste
Corporation of Missouri LLC

By: _____

Name: _____

Exhibit A

CONTRACT TERM

It is the intent of the City of Smithville for the initial term of this agreement to commence on November 1, 2026 and terminate of October 31, 2030. Thereafter, unless notice of termination is received prior to February 1, 2030, the Agreement shall renew annually thereafter until such time as notice of termination is received from one party to the other prior to February 1 of the then current contract year. After the initial 5-year term, if notice of termination is received prior to February 1, said termination of the Agreement will be effective on October 31 following receipt of notice of termination.

INSURANCE AND BONDING REQUIREMENTS

The Contractor shall purchase and maintain, at Contractor's expense, insurance of such types, and in such amounts as specified, to protect the City and Contractor which may arise out of or result from the Contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the Contractor's employees.

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional named Insured" in an amount not less than \$1,000,000.00 per occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) per annual aggregate. Said insurance shall specifically name the City of Smithville as an additional insured party and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A certificate of insurance and an additionally insured endorsement must be provided to the City Clerk prior to the commencement of the contract term.

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contract responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

The insurance coverage required by the Contract should include a provision that there is no coverage that would in any way waive any sovereign immunity enjoyed by the City and nothing in this contract shall be construed as a waiver of sovereign immunity or the acknowledgement or creation of any liability on the part of the City for personal injury, death or property damage.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 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 described herein by

- Submitting a completed, notarized copy of EXHIBIT B AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the Contractor'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 Contractor and 2) a valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes and regulations, including all applicable OSA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

BUSINESS LICENSE

The contractor shall be responsible for obtaining and maintaining a valid business license issued by the City of Smithville.

BILLING

Unless otherwise specified, Contractor shall submit monthly statements for services and/or goods provided an/or delivered to the City in a timely manner so as to allow the City to forward said statement to the Citizens as part of the City's Utility billing.

TERMINATION

The Contract may be immediately terminated by the City if:

- A. The Contractor fails or refuses to perform any of its obligations under the Contract: or,
- B. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
- C. The Contractor becomes insolvent, or becomes the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or shall become the subject of any proceeding for the appointment of a receiver, or in the event of the assignment by the Contractor for the benefit of their creditors, or the taking of their trucks, equipment, vehicles, or other facilities used in connection with the performance of the services under any execution against the Contractor, in such events the City may at its option declare the contractor to be in breach of this agreement and the City may without notice terminate this agreement and declare the same forfeited and terminated; and the City shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

OVERALL REQUIREMENTS:

- A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.
- B. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the city or to bind the City in any manner.
- C. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

SCOPE OF SERVICES

SOLID WASTE COLLECTION

The Contractor shall provide weekly curbside collection of solid waste materials and provide safe and adequate transportation of materials. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area complying with all applicable requirements of the Missouri Solid Waste Management Act of 1972 (or latest modification).

Collection is based on one (1) lidded and wheeled container for trash and one (1) lidded and wheeled cart for recycling provided to each household by the Contractor. Weekly collection of solid waste and recyclables shall be conducted on the same day, using routes defined by the Contractor. Unapproved containers shall not be used and contents will not be collected, without prior approval by both the Contractor and the City.

Eligible households may establish individually billed accounts with Contractor for additional solid waste carts for weekly collection at a rate of \$10 per month per cart.

Contractor shall provide a trash overage sticker program for eligible households. Contractor will sell overage stickers directly to households, and contractor will collect all properly-stickered bags of solid waste placed adjacent to carts at curbside. Overage stickers will be priced at \$6.50 per sheet of five, and Contractor will inform City in advance of any price increase.

If Contractor is unable to make a collection on the day scheduled, the Contractor shall notify the City of the reason for said non-collection and shall post on a web site available to all Citizens that said collection is not being made and the reasons for said non-collection. When inclement weather prevents collection of solid waste and recyclables on the scheduled day, the Contractor will collect on the next scheduled collection day. The Contractor shall notify the City of said non-collection because of inclement weather and shall post on a web site available to the Citizens that said collection is not being made because of the weather.

The Contractor shall maintain in stock, at all times, a reasonable number of containers to be provided to each new residential customer and for replacement of lost and/or damaged containers. The Contractor may charge customers for each replacement container furnished beyond the container initially provided to the customer. All containers shall be in reasonably good condition when delivered to the customer.

If the Contractor fails to make any collections said collections shall be made within twenty-four (24) hours of reasonable notification of said missed collection. Notification from the City shall be presumed to be reasonable notification of a missed collection.

Collection vehicles shall have painted letters and numbers in a contrasting color, at least two (2) inches high, on each side of the vehicle. The number of each vehicle shall also appear on each side and the rear of the vehicle. All vehicles shall be kept in a clean and

sanitary condition, and shall not leak liquid waste upon City streets. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical issues.

Collections shall not occur on Sundays, any day before 6 a.m. or any day after 6 p.m. Contractor will provide a list of holidays to be observed.

RECYCLABLES COLLECTION

An unlimited amount of recyclable material shall be collected curbside each week from lidded and wheeled carts provided by Contractor. The cost of the recycling program is mandatory for all residents. Customers choosing not to recycle will not be required to accept a recycling container but will be subject to the same fees as participating customers. Contractor shall notify residents on collection day of the reasons for refusal to collect material due to contamination and improper materials.

The Contractor shall establish transportation and marketing arrangements for the recycled materials. The Contractor shall provide educational materials identifying materials that are acceptable recycling materials and what is not accepted including applying a decal on the recycling cart identifying examples of such materials. The Contractor may also distribute informational fliers describing acceptable and unacceptable materials. Upon request, the Contractor shall provide the City with a material processing and marketing plan that includes, at the minimum, a materials handling design, equipment list, lists of markets to which materials will be sold and letters of intent from said markets.

The Contractor shall provide curbside collection of newsprint and other grades of paper; cardboard; aluminum beverage containers; and plastic containers on the same day as scheduled refuse collection. Acceptable plastics shall include:

PET - bottle type containers used for carbonated and noncarbonated drinks such as soft drink, juice, liquor, water and sports drinks; containers with screw-neck lids for food and personal care products, i.e. peanut butter jars, salad dressing bottles, cooking oil, mouthwash bottles, shampoo bottles, window cleaners, floor cleans and dish washing detergent.

HDPE - natural or translucent bottle-type containers such as milk jugs, juice bottles and water bottles; mixed colored or opaque bottle-type containers such as detergent bottles, bleach bottles, fabric softener bottles, shampoo bottle and dish detergent bottles.

YARD WASTE COLLECTION

The Contractor shall provide and administer a yard waste collection and disposal service for those residents desiring such a service. Residents that choose to participate in the yard waste program shall use brown kraft paper bags. Collection will be on a regular and recurring date as specified by the Contractor. Customers must place all yard waste at curbside for collection by Contractor. Nothing may be placed in the containers except acceptable yard waste as defined by the Contractor, and Contractor may refuse to collect

any container in which improper material or substances have been deposited.

All composting, landfill or processing areas utilized by the Contractor for the processing and disposal of compostable material collected as part of the yard waste program shall, at all times, comply with all applicable federal, state and local laws, rules and regulations.

BULKY ITEM COLLECTION

The Contractor shall provide bulk item collection services to the City. Two collections shall be offered per year to each customer as part of the cost of service. These collections shall occur in the spring and fall at a time prescribed in advance by the City. In addition, the Contractor shall support one drop-off event annually, at no additional cost, during which the City will coordinate volunteers and the Contractor will supply dumpsters.

The Contractor shall also offer bulk item collection at other times than those designated in the contract. The Contractor may charge a fee sufficient to recover cost of collection to resident for this service.

COMMERCIAL RECYCLING PROGRAM

City and Contractor will jointly establish commercial cardboard recycling locations in the downtown district at no cost to the City. The parties may mutually agree to add additional locations or discontinue one or more sites in response to demand, illegal dumping, and/or materials contamination.

ANNUAL RECYCLING EVENT

Contractor will fund the cost of an annual paper shredding and electronics waste recycling event. The event will be limited to Smithville residents, and some fees may apply. City will designate the event location and provide staffing for onsite traffic control and safety requirements. Contractor will select and pay the recycling service event provider.

BILLING AND COLLECTION

The City shall perform billing and collecting of residential fees.

VEHICLE REQUIREMENTS

All vehicles used within the City in performance of this contract shall:

- A) Be currently licensed and carry proof of insurance.
- B) Be maintained in sanitary condition.
- C) Be properly maintained for reasonable performance and appearance.
- D) Be metal with covered bodies constructed so as to prevent any contents from leaking, spilling, falling or blowing out of such vehicle. Except when being loaded or unloaded, all vehicles and trucks shall be completely and securely covered and enclosed so that no part of the contents thereof shall be exposed to view at any time.

Contractor shall keep all vehicles used in this contract clean, leak free and in proper working order.

REPORTING REQUIREMENTS

The Contractor will be required to keep record and submit reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. Upon request, the Contractor will be required to provide certified weight receipts for all materials collected, disposed or sold.

ANNUAL REPORTS

Contractor shall provide mid-year and year-end annual reports for each year the contract is in effect. The reports will be due within thirty (30) days of the end of the reporting periods. At a minimum, the reports shall include:

- Tonnage summaries of all solid waste collected;
- Tonnage summaries, by material, of all recycled materials collected and sold;
- The number of households using additional trash carts;
- Discussion of trends, problems and noteworthy experiences in operations

CUSTOMER SERVICE

The Contractor's staff will use courteous and polite phone manners when answering customer concerns, whether from the public or from City staff.

The Contractor will be responsible for handling all service complaints. Contractor must maintain a phone number for registering complaints that will be prominently displayed on any printed materials distributed to residents. Contractor shall have personnel available to answer telephone calls from 8 a.m. to 5 p.m. on each day when residential solid waste and recycling collection occurs and must accept messages at all other times. The ultimate responsibility for resolving customer complaints lies with the Contractor.

When a residential property has been missed and notification is received, the Contractor will make arrangements to remedy the miss within one business day. All calls related to missed collections shall be logged by the Contractor and that log shall be provided to the City on demand. In the event that items fall from collection vehicles, items shall be retrieved within an hour of notice.

If products are left in carts because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice explaining why the materials were left behind.

After Contractor's personnel have emptied solid waste and/or recycling carts into the collection vehicle, carts are to be placed upright at the appropriate resident's curb.

Exhibit B

STATE OF MISSOURI)
) ss
COUNTY OF)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the

following meanings: EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____ who,

being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently Missouri North District Government Contracts Manager for GFL Environmental Inc. (hereinafter "Contractor"), whose

business address is 7801 E. Truman Road, Kansas City, MO 64126, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

SIGNATURE

Printed Name, Affiant

Subscribed and sworn to before me this ____ day of _____, 2025

Notary Public

My Commission Expires: State of
Missouri
Commissioned in _____ County
Commission# _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

Solid Waste Services Comparison (2025)

Category	City of Excelsior Springs	City of Gladstone	City of Kearney	City of Liberty	City of Parkville	City of Platte City	City of Raymore	City of North Kansas City	City of Smithville
City Contract (Residential)	Republic Services	No	Redgate Disposal	Republic Services	No	City of Platte City	Constable Sanitation	GFL Environmental	GFL Environmental
Commercial Service	No	No	No	No	No	Yes (in city limits)	No	No	No
Trash Cart Provided?	65 gal	N/A	65 gal	65 gal	N/A	Yes	95 gal	65 gal	Yes
Additional Cart Fee	\$3.00		\$6.00		\$5.00		\$10.00	\$10.00	
Recycle Cart Provided?	Yes	N/A	65 gal	65 gal	N/A	Yes	65 gal	65 gal	Yes
Additional Recycle Cart Fee	\$3.00		\$6.00		No		Free	Free	
Glass Accepted?	No	No	No	No	No	No	No	No	No
Yard Waste	Drop Off Mar–Dec	Drop Off Once/yr	No	95 gal	Spring & Fall Cleanup	\$20 green waste fee/pick up	Unlimited	Weekly Mar–Dec	Yes
Tires	No	No	No	No	No	\$ (bulky fee)	No	No	No
Frequency									
Trash Collection Frequency	Weekly	N/A	Weekly	Weekly	N/A	Weekly	Weekly	Weekly	Weekly
Recycle Collection Frequency	Weekly	N/A	Weekly	Weekly	N/A	Weekly	Weekly	Weekly	Weekly
Yard Waste/Compost Collection	Drop Off Mar–Dec	Drop Off All Year	Drop Off Recycling Center	Weekly	Spring & Fall Cleanup	On demand, \$20 fee		Weekly Mar–Dec	Weekly
Bulky Item									
Bulky Item Pickup Included?	Drop Off Site	Drop Off	Pre-scheduled	2 Free per Year	Spring & Fall Cleanup	Yes	Yes	Yes	Yes
Bulky Pickup Frequency	Mar–Dec	Once in Spring	1/week	Must Schedule	2x/Year Drop Off	Once/Year	1st Trash Day/Month	Once/Month	2x/Year + 1 Drop Off
Cost									
Monthly Cost	\$25.00	N/A	\$19.42	\$20.13	N/A	\$22.00	\$22.85	\$0.00	\$21.07
Senior Discount?	No	No	Yes	Yes	No	No	No	N/A	Yes
Discount Amount		\$2.00 Off	15%				15%		
Recycling Drop Off?	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes (2 locations)
Compost Drop Off?	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No
Participate in HHW?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Must Drop in KCMO	Yes
Ripple Glass Drop Off?	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
Population	2023: 10,612	2023: 27,329	2024: 11,060	2024: 30,794	2023: 8,859	2025: 4,864	2023: 25,306	2023: 5,534	2023: 10,785