



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda - **Amended April 17, 2023**

Tuesday, April 18, 2023 – **Immediately Following the First Regular Session**

City Hall Council Chambers and Via Videoconference

Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the City's FaceBook page.

Public Comment can be made in person or via Zoom, if by Zoom please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting to be sent the meeting Zoom link.

Join Zoom Meeting

<https://us02web.zoom.us/j/84897257933>

Meeting ID: 848 9725 7933

Passcode: **595339**

1. Call to Order

2. Pledge of Allegiance

3. Board of Aldermen Orientation

Mayor Boley will introduce the new Board members and briefly discuss Aldermen roles, duties, responsibilities and processes.

4. Adjournment to Executive Session Pursuant to Section 610.021(1) RSMo.

5. Reconvene the Regular Session

REPORTS FROM OFFICERS AND STANDING COMMITTEES

6. Committee Reports

- Planning and Zoning Commission

7. City Administrator's Report

ORDINANCES & RESOLUTIONS

8. **Bill No. 2985-23, Condemnation of Property – 2nd Reading**

An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 2nd reading by title only.

9. **Bill No. 2986-23, TAP Grant for Second Creek Sidewalk – 2nd Reading**

An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for the Second Creek Sidewalk. 2nd reading by title only.

10. **Bill No. 2987-23, STGB Grant for Bridge Street Roundabout – 2nd Reading**

An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Surface Transportation Block Grant Program for Bridge Street Roundabout. 2nd reading by title only.

11. **Bill No. 2988-23, TAP Grant for Improvement to Riverwalk Park – 2nd Reading**

An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for Riverwalk Park. 2nd reading by title only.

12. **Bill No. 2989-23, Condemnation of Property – 2nd Reading**

An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 2nd reading by title only.

- 13. Bill No. 2992-23, Amending the Conceptual Plan – Fairview Crossing – 1st Reading**
An Ordinance amending the existing conceptual plan of Fairview Crossing to address powerline easement encroachments and changes to the original plan. 1st reading by title only.
- 14. Resolution 1214, Single Phase Final Plat – Woodland West**
A Resolution approving the single-phase final plat for Woodland West subdivision.
- 15. Resolution 1215, Manhole Rehabilitation**
A Resolution awarding the bid to Menke Excavating to rehabilitate a manhole on Maple Lane in the amount of \$28,000.
- 16. Resolution 1216, Bidding and Construction Services**
A Resolution authorizing part 2 bidding and construction services for Authorization No. 96, Streetscape III, with HDR Engineering in the amount of \$65,220.
- 17. Resolution 1217, Leak Adjustment**
A Resolution approving a water and wastewater leak adjustment request for Jason Farmer in the amount of \$2,338.52 for his February utility bill.
- 18. Resolution 1218, Preferred Vendor for Water Treatment Production Chemicals**
A Resolution approving Chem-Sult as the approved vendor for water production chemicals.

OTHER MATTERS BEFORE THE BOARD

- 19. Public Comment**
Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
- 20. Election of Mayor Pro-Tem**
To elect a member of the Board to the position of Mayor Pro-Tem.
- 21. Election of Planning Commission Representative**
Each year the Board of Aldermen must nominate and appoint a representative to the Planning and Zoning Commission.
- 22. Election of Economic Development Committee Representative**
Each year the Board of Aldermen must nominate and appoint a representative to the Economic Development Committee.
- 23. Election of Parks and Recreation Committee Representative**
Each year the Board of Aldermen must nominate and appoint a representative to the Parks and Recreation Committee.
- 24. Appointments**
The Mayor will nominate appointments to the Finance Committee and the Board will vote:
 - o Alderman Wilson
 - o Alderman Shipley
 - o April Haddock – Citizen
- 25. Appointment**
The Mayor will nominate an appointment to the Clay County Extension Council and the Board will vote:
 - o Erika Winston
- 26. New Business From The Floor**
Pursuant to the order of business policy, members of the Board of Aldermen may request a new business item appear on a future meeting agenda.
- 27. Adjourn**





Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Adjournment to Executive Session Pursuant to Section 610.021(1) RSMo.

REQUESTED BOARD ACTION:

A motion to close the regular session for the purpose of discussing legal matters pursuant to Section 610.021(1) RSMo.

SUMMARY:

To allow the Board of Aldermen to adjourn to Executive Session to discuss legal matters.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

The Board of Alderman will vote to close the Board of Alderman Regular Session Pursuant Section 610.021(1) RSMo.

FINANCIAL CONSIDERATIONS:

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ATTACHMENTS:

- ☐ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☐ Contract
- ☐ Plans
- ☐ Minutes



City Administrator's Report

April 13, 2023

Audit MS4 Permit with DNR

On April 5, the City of Smithville underwent a stormwater audit with the Missouri Department of Natural Resources (DNR) as part of their MS4 permit. The audit involved a review of documentation and protocols, as well as inspections of various sites to ensure compliance with City and DNR regulations. The MS4 permit regulates the discharge of stormwater from urban areas into nearby water bodies and requires specific practices and procedures to control and minimize pollutants carried by stormwater runoff.

The MS4 permit plays a crucial role in protecting the environment and stormwater system in Smithville by regulating the discharge of stormwater from urban areas into nearby water bodies and requiring specific practices and procedures to control and minimize pollutants. The audit ensures compliance with all regulations and promotes measures such as preventing pollution from entering waterways, reducing erosion and sedimentation, and promoting the use of green infrastructure to manage stormwater. The City expresses gratitude to the DNR and City staff for their hard work in keeping the community clean and safe, while also encouraging everyone to play their part in protecting the stormwater system and maintaining a healthy environment.

Auditors have recommended that the City establish and implement an Illicit Discharge Detection and Enforcement Response Plan. Although the City has not registered any illicit discharges in the past, it is required as permit holders to inspect outfalls and maintain a response plan. To correct this, City staff is currently working in collaboration with the DNR and Fire District to develop and implement this plan. To ensure compliance with our permit, staff will receive training on these procedures to ensure everyone is aware of the protocols and safety measures involved. Also noted by the auditors was the City's salt storage facility that is open to the elements. Staff did explain, that we are in the process of evaluating alternative storage facilities.



E-Waste Event

The City partnered with GFL and Proshred to host the E-Waste and Shredding event on April 8, with special thanks to the staff who volunteered for the event.

This year more than 80 residents participated in recycling efforts. Together, they recycled 3,150 pounds of paper, saving 26 mature trees from destruction. Also, residents recycled a total of 7,371 pounds (3.68 tons) of computer electronics, keeping them out of the landfill. Notably, this year's event surpassed the previous year's total of 858 pounds of recycled computer electronics.



Upcoming Events

Bulky items pick up: May 1 – May 5

Residents will have the opportunity to discard up to five large and bulky items with their regular trash collection. Items such as appliances, washers, dryers, refrigerators and freezers with compressors and Freon removed, furniture, sinks, toilets, cabinets as well as rugs and carpet cut into 4-foot lengths will be accepted. All items must be stacked and bundled for collections.

The following items are NOT accepted: glass items, e-waste (televisions, computers, monitors, etc.) tires, automobile parts, construction materials, tanks, oil drums, railroad ties, chemicals or household hazardous waste.

Household Hazardous Waste Event: August 19

The City of Smithville will host a mobile event on August 19, 2023 from 8 am to noon (or until trucks are full) at Smithville High School.

In these event, residents will have the opportunity to dispose batteries, automotive products, household cleaners, lawn and garden products, fuels, hazardous liquids and cleaners, pesticides, paint, used oil, etc.

More information about the Household Hazardous Program can be found [here](#)

Digester #1 Aerator

The installation of the Digester #1 aerator was completed on April 5. The aerator helps increase oxygen levels in the digester tank, which facilitates the growth of aerobic bacteria. These bacteria break down the organic matter in the sludge more efficiently and effectively, resulting in quicker and more complete digestion. This, in turn, reduces the volume of sludge and the need for disposal, leading to cost savings for the City. The upgrade was necessary because the old aerator was not functioning correctly.



Zebra Mussels

The Corps cleaned the line coming through the dam in preparation to open the valve to the new raw water pump. These are the Zebra mussels that were in the pipe. This is why we installed the copper ion generator to eradicate the mussels.



Copper Ion Generator for eradicating the zebra mussels.



Raw Water Pump Station

The Raw Water Pump Station was brought on line Tuesday April 11, 2023. We still have final clean up and several punch list items to complete but the pump station is on line.



4th Street and 4th Terrace Improvement Project

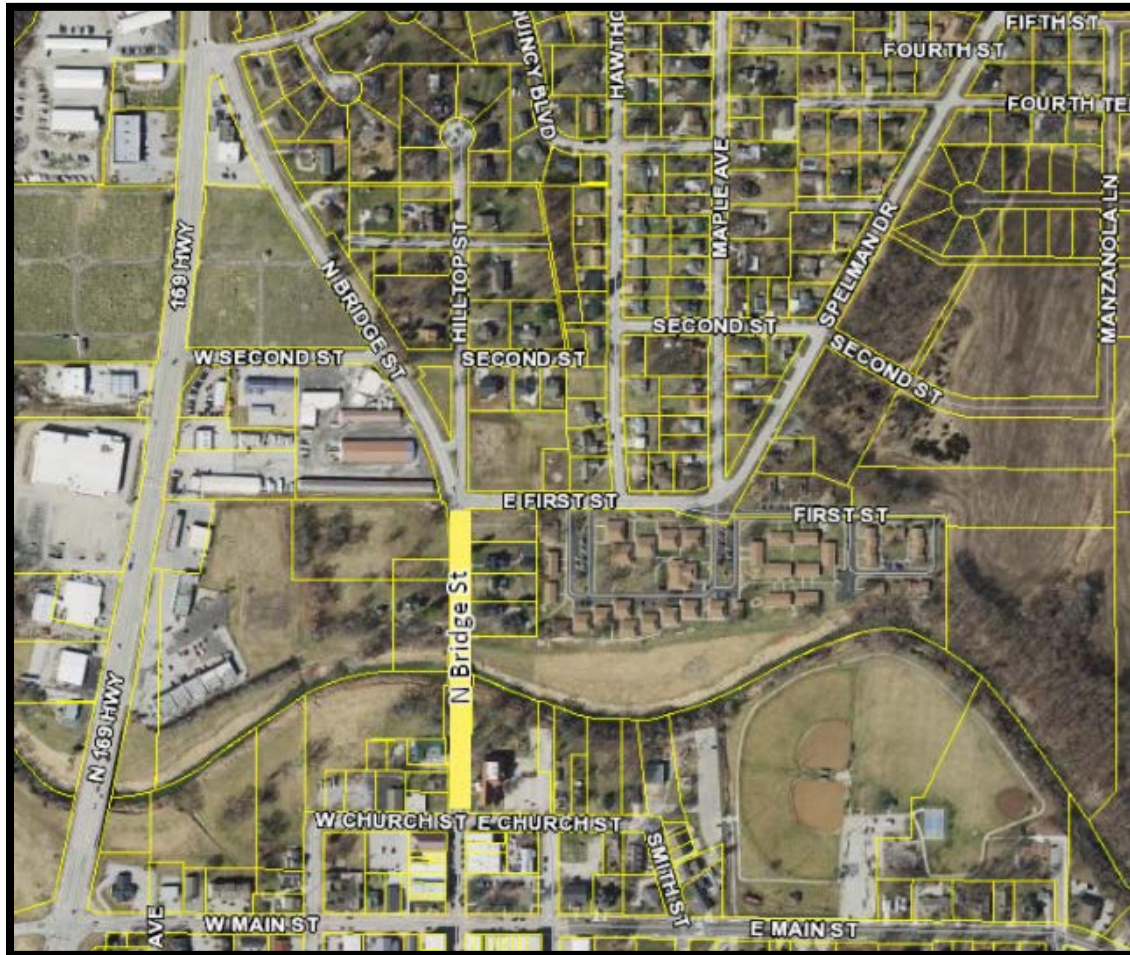
City staff and Menke Excavation held a pre-construction meeting in preparation for the upcoming 4th Street & 4th Terrace Improvement project. The City is planning to host a meeting with the contractor and residents in the area on May 2 at 5pm to discuss the project process and address any concerns.

The project is set to begin during the week of May 8, and staff will hold weekly meetings with the contractor to receive project updates and plan for the following week.

Streetscape Phase III Sewer repairs along N Bridge Street – Road Closure

The City's contractor, Menke Excavation, will be conducting sewer repairs on Bridge Street in anticipation of the Streetscape Phase III project. This work is scheduled for the week of April 17 to April 21. As a safety precaution, the contractor will be closing Bridge Street from East Church Street to East First Street during this period.

We are requesting residents to use alternative routes. Staff has coordinated with the contractor and Frank Justus to allow guests access to the Historic Society.

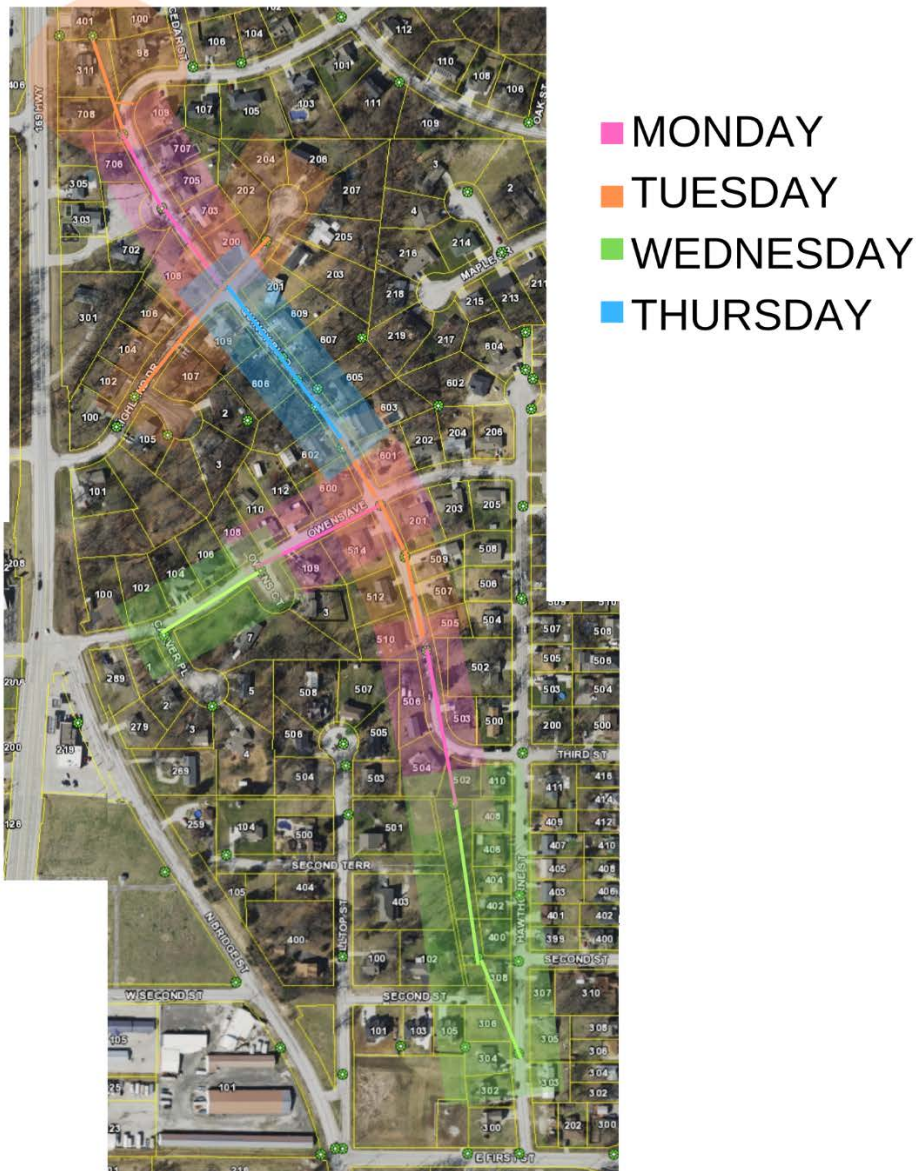


Sewer Rehabilitation Project

SAK, the contractor for the City, will begin the Sewer Rehabilitation Project along Quincy Boulevard, which is scheduled to take place from Monday, April 17 to Thursday, April 20. Residents in the affected area will receive additional information from the contractor in their doors and staff will post this information in social media.

The repair work involves installing a specialty liner inside the sewer, which will temporarily block the connection from each home to the sewer system. Once the liner is fully installed, a remote-controlled device will restore each service to the system. To facilitate the repair work, we advise residents in the area to minimize their water usage as much as possible on the days when the work is being done in their lines. While minimal restroom usage is acceptable, residents should refrain from using dishwashers, washing machines, and showers during this time. The contractor's working hours will be from 8 am to 5 pm.

OVERALL PLAN



Woods and Winner Overlay

Recently the City completed the replacement of the watermain on Winner and Woods streets. Last fall the sewer main was replaced. The Mid-America Regional Council, KC Metro Regional Transportation Planning Organization, received more \$8 million dollars from a federal program to be distributed to all entities in the region for infrastructure maintenance. The City's proportionate share is approximately \$58,000. These funds will be used to overlay Woods and Winner.

In a meeting April 11, it was reported that the status of this project is in the environmental review stage with MODOT with bid letting expected in June. The mill and overlay for Woods / Winner would most likely occur this fall.

Follow up from Board Meeting Public Comment April 4, 2023

Dundee curb and gutter / storm sewer – this project is being proposed in the Capital Improvement Program for completion in 2025. This area is approximately 800 feet. Other infrastructure (water and sewer) will also need to be evaluated before the street and storm sewer are completed.

Owens Avenue Drainage – residents requested that the City look at backyard flooding issues. This area was identified in the recent Storm Water Drainage study. The open drainage channel crosses Highway 169 through a 6ft X 6ft RCB (reinforced concrete box). It is then directed through a 48" CMP (corrugated metal pipe) that drains to Owens Branch to Second Creek. Residents report that their backyards had several feet of water from two events April 27, 2016 and August 22, 2017 from a 7+/- inch rain. The properties affected are located in the flood plain. Further hydraulic analysis / study would need to be completed to identify if the drainage structures are sufficient or if this area will experience continued flooding, since they are located in the flood plain.



Meeting Schedule

Just a reminder that a number of upcoming meetings have been cancelled or moved:

- The July 4 meeting is cancelled for the Holiday and City Hall is closed July 3 & 4.
- The August 1 meeting has been cancelled as Mayor Boley will be out of town.

The Board of Aldermen Retreat/Budget Planning meeting is scheduled for Wednesday, May 17. We have secured the same MCC facility space as used last year for this date.



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2985-23, Authorizing Condemnation of certain lands for the purpose of constructing and maintaining a sewer line - 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2985-23, for Second Reading by Title Only authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line.

SUMMARY:

The City has been working to acquire several easements for the West Interceptor and 144th Street Pump Station Project. These projects will serve the southern side of Smithville and provide much needed relief to Hills of Shannon, provide capacity for development (Fairview North and South) and Forrest Oaks (when the South main is completed). Staff has acquired 11 of the 15 required easements.

The City and owners have not been able to agree on the value of the easement on three tracts.

Presented for the Boards consideration is an ordinance that will begin the formal process of acquiring the easement for public purposes on the Zimmerman Tract.

The eminent domain (condemnation) process has several steps. This is the first step that allows the City to move forward and notifies the owners of the City's intent. Simply summarized, the City passes an Ordinance stating the intent to acquire a property interest. Owners are provided a 60-day notice. An appraisal of the easement is completed and provided to the owners. An offer letter for the easement is provided to the owner. The City and Owner can at any time agree to settle for an agreed amount. If we (the owner and the City) cannot come to an agreement then the City files a petition with the court. The Court will assign three independent appraisers to provide a value for the property interest. The City and property Owners can either accept the value the court finds or appeal. The process takes 90 days more or less.

PREVIOUS ACTION:

The Board approved Authorization No. 94 for the engineering October 19, 2021

POLICY ISSUE:

Infrastructure maintenance / economic growth

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☒ Ordinance

☐ Contract

☐ Resolution

☐ Plans

☐ Staff Report

☐ Minutes

☐ Other: [Click or tap here to enter text.](#)

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE
PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as a Temporary Construction & Grading Easements for a sewer improvement project "WEST INTERCEPTOR" in the City of Smithville, & Unincorporated Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

WHEREAS the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**WEST INTERCEPTOR**" in Smithville, Clay County Missouri as well as Unincorporated Clay County, Missouri.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

SECTION 1. That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**WEST INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, as well as in Unincorporated Clay County Missouri as hereinafter described.

SECTION 2. That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements hereinafter described:

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks

and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate three (3) years from the date said easement is acquired and recorded by the Recorder of Deeds in Clay County, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

SECTION 3. That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Temporary Construction & Grading Easement

Owner: Jeffery and Cayla Zimmerman, 520 NE 144th Street, Smithville Missouri, 64089

All that part of Lot 7, Estates of Wilkerson Creek , a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, more particularly described as follows:

Beginning at the southeast corner of said Lot 7; thence N89°11'16"W, along the south line of said Lot 7, 61.82 feet to the southeast corner an existing platted sanitary sewer easement; thence N00°48'44"E, along the east line of said easement, 85.00 feet to the northeast corner thereof; thence N89°11'16"W, along the north line of said easement, 50.00 feet to the northwest corner thereof; thence S00°48'44"W, along the west line of said easement, 85.00 feet to the southwest corner thereof, said point being on the south line of said Lot 7; thence N89°11'16"W, along said south line, 80.00 feet; thence departing said south line, N00°48'44"E, 135.00 feet; thence S89°11'16"E, 237.05 feet to the east line of said Lot 7; thence S19°20'03"W, along said east line, 142.37 feet to the Point of Beginning.

Containing in all 24,699 square feet, more or less.

Subject to all easements, conditions, and reservations of record.

SECTION 4. Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

SECTION 5. That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

SECTION 6. That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

SECTION 7. That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

SECTION 8. That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th Day of April, 2023.

DAMIEN BOLEY, MAYOR

ATTEST:

LINDA DRUMMOND, CITY CLERK

First reading: 4/03/2023

Second reading: 4/18/2023



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2986-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. Second Reading

REQUESTED BOARD ACTION:

Motion to approve Bill No. 2986-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Second Creek Sidewalk. Second reading by title only.

SUMMARY:

The City was awarded a \$600,000 Transportation Alternatives Program Grant to construct an eight-foot wide sidewalk on Second Creek from Wright Valley Road to Highway 169.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
Second Creek Sidewalks	\$150,000	\$945,000	\$1,095,000	\$600,000	\$495,000

The project schedule anticipates Construction in 2026.

PREVIOUS ACTION:

POLICY ISSUE:

Pedestrian accessibility and safety
Safe Routes to School

FINANCIAL CONSIDERATIONS:

This project is planned in the CIP.

ATTACHMENTS:

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE
A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FOR PEDESTRIAN IMPROVEMENTS ON SECOND CREEK**

WHEREAS, the City received funding from the Transportation Alternatives Funds Program for pedestrian improvements on Second Creek from Wright Valley Road to Highway 169; and

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for pedestrian improvements on Second Creek from Wright Valley Road to Highway 169, in the City of Smithville.

Section 2. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS 18th DAY OF APRIL, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/2023

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 01/23 (BDG)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson Entity, Missouri 65102, and the City of Smithville (hereinafter, "Entity"), whose address is 107 W Main Street, Smithville, MO 64089.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, US 169 in Smithville, MO and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

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

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is near Second Creek Road to US 169 in Smithville, Clay County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and

protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(10) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(14) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this

Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By_____

Title_____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By_____

Title_____

ATTEST:

By_____

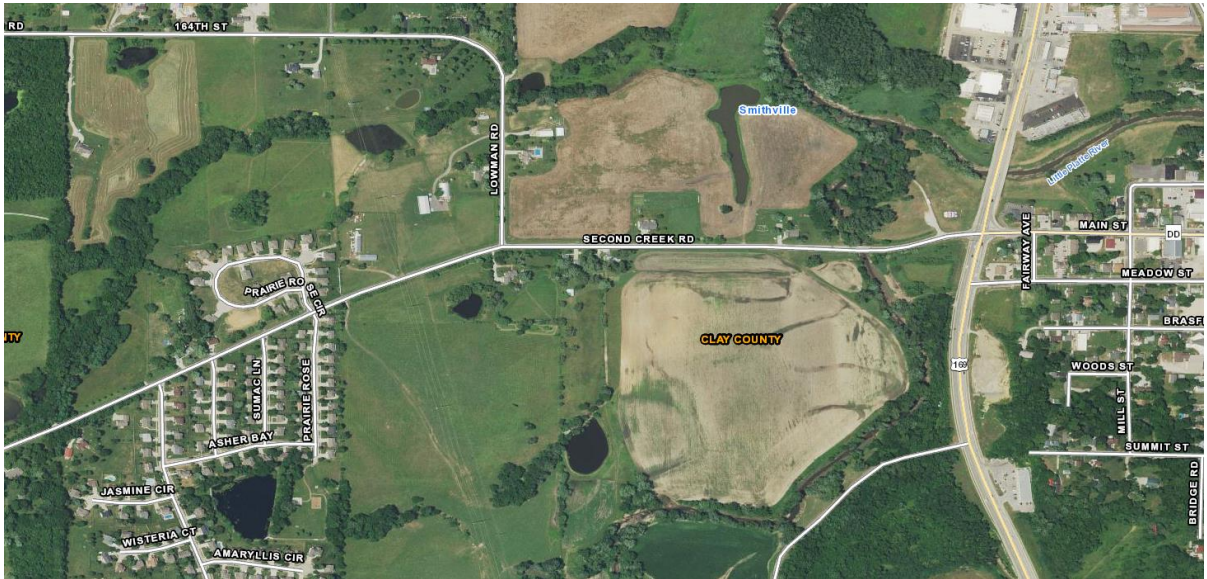
Title_____

Approved as to Form:

Title_____

Ordinance Number:_____

Exhibit A – Location



CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 3302450
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Near Second Creek Road in Smithville, MO

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The

Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$600,000.00 (six hundred thousand dollars) The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors,

if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF

2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: TAP 3302450 Second Creek Sidewalk

Task	Date
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	7/1/2023
Conceptual Study (if applicable)	5/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2026
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2027
Plans, Specifications & Estimate (PS&E) Approval	5/1/2027
Advertisement for Letting	6/1/2027
Bid Opening	7/1/2027
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2987-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. Second Reading

REQUESTED BOARD ACTION:

Motion to approve Bill No. 2987-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Bridge Street Roundabout. Second Reading by title only.

SUMMARY:

The City was awarded an \$896,000, Surface Transportation Block Grant, to construct a roundabout at the intersection of Bridge Street and First Street.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
1st & Bridge Street Round-A-Bout	\$250,000	\$1,730,000	\$1,980,000	\$896,000	\$1,084,000

The project schedule anticipates construction in 2026.

PREVIOUS ACTION:

POLICY ISSUE:

Pedestrian accessibility and safety
Transportation safety

FINANCIAL CONSIDERATIONS:

This project is planned in the CIP.

ATTACHMENTS:

- ☒ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE
A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR
BRIDGE STREET ROUNDABOUT**

WHEREAS, the City received funding from the Surface Transportation Block Grant Program for the construction of a roundabout at the intersection of Bridge Street and First Street in the City of Smithville; and

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for the construction of a roundabout at the intersection of Bridge Street and First Street in the City of Smithville.

Section 2. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS 18th DAY OF APRIL, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/2023

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 3302441
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville, Clay County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project 3302441 involves:

Construction of a roundabout

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project 3302441 by the Commission is within the city limits of Smithville, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

In the area of Bridge Street, US 169 Spur, and RT F in Smithville,
MO

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY/COUNTY/GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed \$896,000.00 (eight hundred ninety six thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this

Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project 3302441 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor

invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(56) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Director of Public Works
107 W Main Street
Smithville, MO 64089
- (B) To the Commission:
Kansas City District Engineer
600 NE Colbern Rd
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases

of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all

records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____

Exhibit A - Location of Project

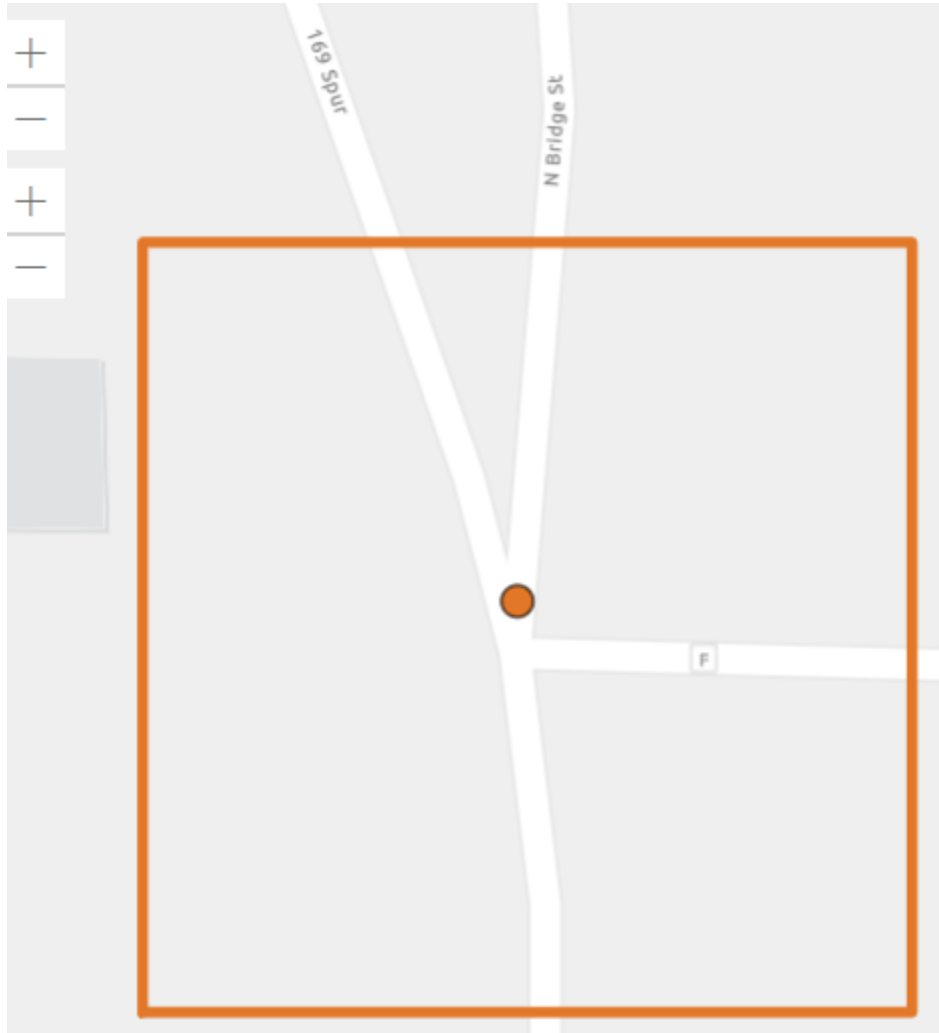


Exhibit B – Project Schedule

Project Description: STBG 3302441 Bridge Street Roundabout

Task	Date
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	6/1/2023
Conceptual Study (if applicable)	3/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	3/1/2027
Plans, Specifications & Estimate (PS&E) Approval	5/1/2027
Advertisement for Letting	7/1/2027
Bid Opening	8/1/2027
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2988-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. 2nd Reading

REQUESTED BOARD ACTION:

Motion to approve Bill No. 2988-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Riverwalk Park. Second reading by title only.

SUMMARY:

The City was awarded \$900,000 Transportation Alternatives Program Grant to a multi-use path in Riverwalk Park.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
Riverwalk Park – Phase I	\$250,000	\$1,800,000	\$2,050,000	<i>\$900,000</i>	\$1,150,000

The project schedule anticipates construction in 2026.

PREVIOUS ACTION:

POLICY ISSUE:

Pedestrian accessibility and safety
Recreation

FINANCIAL CONSIDERATIONS:

This project is planned in the CIP.

ATTACHMENTS:

- ☒ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE
A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION FOR RIVERWALK PARK**

WHEREAS, the City received funding from the Transportation Alternatives Funds Program for improvements to Riverwalk Park including a multi-use path; and

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for improvements to Riverwalk Park including a multi-use path.

Section 2. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS 18th DAY OF APRIL 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/2023

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 3302449
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: in the area of the Little Platte River in Smithville, MO.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply

with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States

Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$900,000.00 (nine hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from

auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project

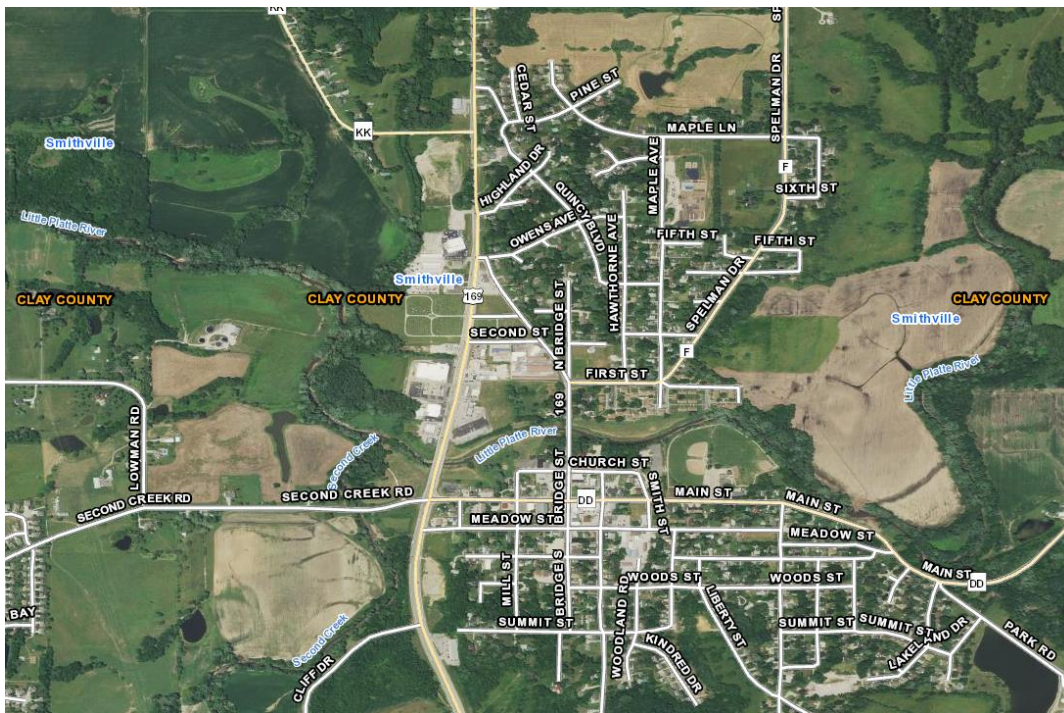
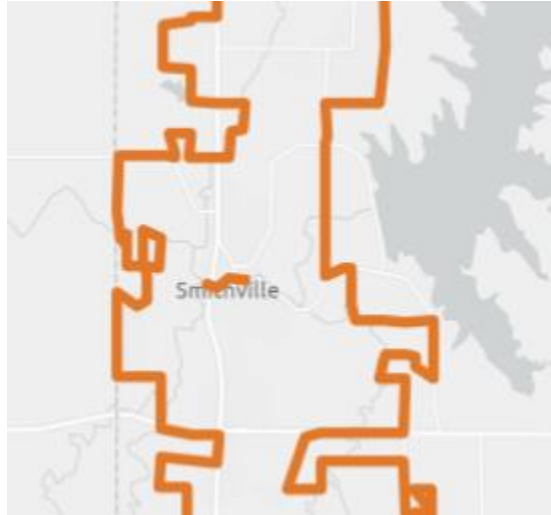


Exhibit B – Project Schedule

Project Description: TAP 3302449 Riverwalk Park Phase 1

Task	Date
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	7/1/2023
Conceptual Study (if applicable)	3/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2025
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2027
Plans, Specifications & Estimate (PS&E) Approval	2/1/2027
Advertisement for Letting	6/1/2027
Bid Opening	7/1/2027
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 01/23 (BDG)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson Entity, Missouri 65102, and the City of Smithville (hereinafter, "Entity"), whose address is 107 W Main Street, Smithville, MO 64089

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, located at US 169 in Smithville, MO; and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

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

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is at US 169 in Smithville, Clay County, Missouri, near the Little Platte River as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and

protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(10) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(14) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this

Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By_____

By_____

Title_____

Title_____

ATTEST:

ATTEST:

Secretary to the Commission

By_____

Title_____

Approved as to Form:

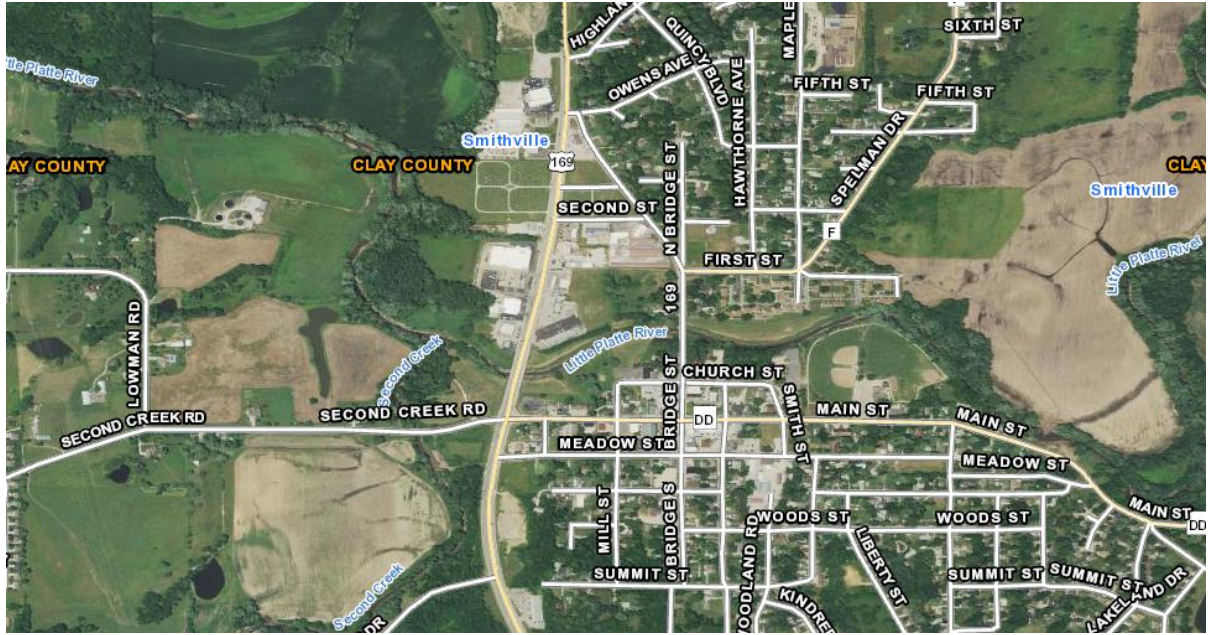
Approved as to Form:

Commission Counsel

Title_____

Ordinance Number:_____

Exhibit A – Location





Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2989-23, Authorizing Condemnation of certain lands for the purpose of constructing and maintaining a sewer line - 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2989-23, for Second Reading by Title Only authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line.

SUMMARY:

The Board passed Bill No. 2983-23 on first reading on March 7th.

The City was informed the property has sold and as such staff is presenting a new Ordinance reflecting the new ownership.

The City has been working to acquire several easements for the West Interceptor Project. This project will be completed with the 144th Street Pump Station and will serve the southern side of Smithville and provide much needed relief to Hills of Shannon, have capacity for development (Fairview North and South) and Forrest Oaks (when the South main is completed). Staff has acquired 11 of the 14 easements.

There are three tracts where the City and owners have not been able to agree on the value of the easement.

Presented for the Boards consideration is an ordinance that will begin the formal process of acquiring the easement for public purposes on the Tract 17. Ownership for this tract has been confirmed and thus is being included for the Boards consideration. Since the agenda was completed prior to the ownership of this tract being confirmed this Bill has been added to the agenda to keep all Tracts on the same schedule.

The eminent domain (condemnation) process has several steps. This is the first step that allows the City to move forward and notifies the owners of the City's intent. Simply summarized, the City passes an Ordinance stating the intent to acquire a property interest. Owners are provided a 60 day notice. An appraisal of the easement is completed and provided to the owners. An offer letter for the easement is provided to the owner. The City and Owner can at any time agree to settle for an agreed amount. If we (the owner and the City) cannot come to an agreement then the City files a petition with the court. The Court will assign three independent appraisers to provide a value for the property interest. The City and property Owners can either accept the value the court finds or appeal. The process takes 90 days more or less.

PREVIOUS ACTION:

The Board approved Authorization 94 for the engineering October 19, 2021

POLICY ISSUE:

Infrastructure maintenance / economic growth

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: Click or tap here to enter text. | |

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE
PURPOSE OF CONSTRUCTING AND MAINTIANG A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as Permanent Sewer Easements and Temporary Construction & Grading Easements along for a sewer improvement project "WEST INTERCEPTOR" in the City of Smithville, & Unincorporated Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

WHEREAS the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**WEST INTERCEPTOR**" in Smithville, Clay County Missouri as well as Unincorporated Clay County, Missouri.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

SECTION 1. That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**WEST INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, as well as in Unincorporated Clay County Missouri as hereinafter described.

SECTION 2. That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements hereinafter described:

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate three (3) years from the date said easement is acquired and recorded by the Recorder of Deeds in Clay County, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

Permanent Utility Easement

The Permanent Sewer Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors for the location, construction, reconstruction, maintenance, operation and repair of a sanitary sewer line main improvements and any and all appurtenances incidental thereto for " **WEST INTERCEPTOR**" in, under, upon, over, across, and through the following described tracts of land situated in Smithville, Clay County, Missouri.

By the granting of these Permanent Utility Easements, it shall not be construed to prohibit the Landowner from developing any adjoining property, or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, (no change in the earth cover over the sewer line will be made without the written approval of the City of Smithville Director of Public works or the City Administrator) buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, improving, and maintaining said sewer main improvements and appurtenances.

The City of Smithville shall cause the surface of lands lying within the Permanent Utility Easement to be restored to substantially the same physical condition that existed at the time the City of Smithville or its agents entered upon it, with the exception of any sewer facilities or appurtenances thereto that may need to be upon said surface.

SECTION 3. That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

PERMANENT SEWER EASEMENT

Tract/Parcel No. 17 PERMANENT SEWER EASEMENT

Owner: George T. O'Laughlin (or the successor) Trustee for Rudy Johnson under indenture dated December 24, 1973 as to an undivided ½ interest, 3400 Owl Creek Dr. Edmond Ok 73034-7012 and Mary Louise Greene and Bank of America, N.A., Co-Trustees of the Mary Louise Greene Trust dated October 3, 1991, as amended as to an undivided ½ interest: c/o Ted Greene 6750 W. 93rd Street Suite 250 Overland Park Kansas 66212 or its successor Undivided Interests, LLC 3965 West 83rd St #358 Prairie Village, Kansas 66208.

PERMANENT SEWER EASEMENT

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Northeast Quarter of said Section 34;

Thence N01°05'57"E, along the west line thereof, 1431.05 feet to the north line of FIRST PARK 2ND PLAT, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°41'23"E, along said north line, 1679.05 feet to the northwest corner of FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°50'59"E, along the north line of said FIRST PARK, 133.96 feet to the Point of Beginning;

Thence departing said north line, N25°16'42"W, 67.85 feet;

Thence N65°10'08"E, 77.11 feet;

Thence N28°29'56"W, 385.63 feet;

Thence N24°49'31"W, 754.86 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

Containing in all 12,855 square feet, more or less.

Subject to all easements, conditions, and reservations of record.

TEMPORARY CONSTRUCTION EASEMENT

Tract/Parcel No. 17 — Temporary Construction & Grading Easement

Owner: George T. O'Laughlin (or the successor) Trustee for Rudy Johnson under indenture dated December 24, 1973 as to an undivided ½ interest, 3400 Owl Creek Dr. Edmond Ok 73034-7012 and Mary Louise Greene and Bank of America, N.A., Co-Trustees of the Mary Louise Greene Trust dated October 3, 1991, as amended as to an undivided ½ interest: c/o Ted Greene 6750 W. 93rd Street Suite 250 Overland Park Kansas 66212 or its successor Undivided Interests, LLC 3965 West 83rd St #358 Prairie Village, Kansas 66208.

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

A strip of land 50 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 25 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Northeast Quarter of said Section 34;

Thence N01°05'57"E, along the west line thereof, 1431.05 feet to the north line of FIRST PARK 2ND PLAT, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°41'23"E, along said north line, 1679.05 feet to the northwest corner of FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°50'59"E, along the north line of said FIRST PARK, 133.96 feet to the Point of Beginning;

Thence departing said north line, N25°16'42"W, 67.85 feet;

Thence N65°10'08"E, 77.11 feet;

Thence N28°29'56"W, 385.63 feet;

Thence N24°49'31"W, 754.86 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

EXCEPT: that part taken for permanent sewer easement.

Containing in all 51,419 square feet, more or less.

Subject to all easements, conditions, and reservations of record.

SECTION 4. Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

SECTION 5. That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

SECTION 6. That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

SECTION 7. That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

SECTION 8. That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th Day of April, 2023.

DAMIEN BOLEY, MAYOR

ATTEST:

LINDA DRUMMOND, CITY CLERK

First reading: 04/03/2023

Second reading: 04/18/2023



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2992-23, Fairview Crossing Conceptual Plan Amendment – first reading by title only.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2992-23, for first reading by title only for Fairview Crossing Conceptual Plan Amendment.

SUMMARY:

Approving this ordinance would amend the existing Fairview Crossing overlay district at property located at the northeast corner of Highway 169 and 144th Street to address powerline easement encroachments and changes to the original plan.

BACKGROUND:

This project was originally approved by the Board of Aldermen on May 17, 2022, to create a mixed-use development called Fairview Crossing on the 53.92 acres at the northeast corner of 169 Highway and 144th Street. The applicant acquired the property after reviewing the Smithville Comprehensive Plan 2030, which identifies this area to be mixed use with a higher density of housing. Using the Comprehensive Plan as a guide, the applicant then submitted its original conceptual plan based upon the ALTA survey received during the closing on the property. After approval of the original rezoning and Conceptual Plan Overlay, the developer began the design and engineering portions of the process in order to submit its' Preliminary Plat. It was at this time that a conflict in the placement of the power lines and the powerline easement, which also impacted the West Interceptor Bypass easement across the property was discovered. During this work, the developer also acquired the land now known as Fairview Crossing North, which allowed a shared access point to be created instead of two separate access points.

After much work by the West Interceptor Bypass engineers and the developers engineers with the powerline easement's owner, the easement locations were reconfigured. In addition, the developer adjusted the access point to the north to improve traffic flow for both Fairview Crossing and Fairview Crossing North as well as with Central Bank. MODOT has reviewed the traffic impact reports on both subdivisions and agreed with the single access point, as well as other changes at the 144th Street intersection. With all of the changes required above, a new conceptual plan was needed. The developer was able to adjust some of the multifamily layout and is now able to create a total of 316 dwelling units on the 31.93 acres of residential properties (9.9 dwellings per acre). This density is less than half of the maximum allowed on this

site by the Comprehensive Plan, (Plan allows between 5-18 dwelling units per acre) and only slightly higher (8.8 v. 9.9) units per acre from the original plan. The commercial lots saw no significant changes.

The developer simultaneously submitted a Preliminary Plat for this subdivision with this amended plan, which includes a development agreement that addresses not only all of the significant 169 Highway improvements required by MODOT, but also the offsite sewer requirements and Parks dedications. The development agreement will be part of the Preliminary Plat approval, assuming that this amended conceptual plan is approved for both first and second readings. The Preliminary Plat will be submitted following second reading at the first meeting in May.

The Planning Commission recommended approval of the amended Plan following a public hearing and in accordance with 400.200 of the Code of Ordinances.

PREVIOUS ACTION:

Fairview Conceptual Plan Approval May 17, 2022, by Ord. 3139-22.

POLICY ISSUE:

Comprehensive Plan Development

FINANCIAL CONSIDERATIONS:

Will include potential Park fees in the amount of \$194,000 as Final Plats are approved.

ATTACHMENTS:

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

AN ORDINANCE APPROVING AN AMENDMENT TO A CONCEPTUAL ZONING PLAN FOR FAIRVIEW CROSSING ON CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI, UNDER THE AUTHORITY GRANTED BY THE CODE OF ORDINANCES OF THE CITY OF SMITHVILLE, MISSOURI

WHEREAS, The City of Smithville approved a Conceptual Plan and rezoning on May 17, 2022 to create the Fairview Crossing subdivision at the northeast corner of 169 Highway and 144th Street; and

WHEREAS, public notice was properly advertised in the Courier Tribune; and

WHEREAS, adjoining property owners were properly notified by certified mail; and

WHEREAS, a public hearing was held before the Planning Commission on April 11, 2023;

WHEREAS, the Commission adopted the findings recommended in the Staff Report and recommended approval of the Amended Fairview Crossing Conceptual Plan.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, THAT;

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority council vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as: See Attached Exhibits A-1 and A-2

is hereby designated B-3P and R-3P as contained in the Amended Fairview Crossing Conceptual Plan as approved by the Planning Commission on April 11, 2023 and shown on Exhibit A-2.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

Section 3. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS 2nd DAY OF MAY, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st reading 04/18/2023

2nd reading 05/02/2023



April 7, 2023
Conceptual Plan Approval of Clay County Parcel Id's
05-917-00-07-005.00 & 05-917-00-07-006.00

Application for a Conceptual Plan Approval (Amendment) – Fairview Crossing

Code Sections:

400.200 et seq. Planned Development Overlay District

Property Information:

Address: NE corner of 144th St. and 169 Hwy
Owner: Kansas City Properties & Investments
Current Zoning: B-3P and R-3P

Public Notice Dates:

1st Publication in Newspaper: March 23, 2023
Letters to Property Owners w/in 185': March 24, 2023

GENERAL DESCRIPTION:

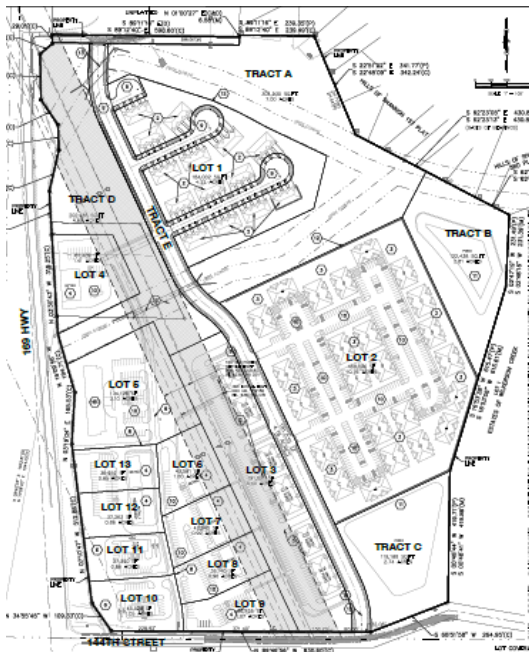
The property is currently covered by the Fairview Crossing Conceptual Plan approved by the Commission and Board one year ago. While preparing various aspects of the preliminary plat and development agreement, as well as the layout of the new West Bypass force main project by the city, it was discovered that the easement for the power lines and the actual location of the powerlines had several conflicts. After several months of the city's engineers and the applicant's engineers working with the power company, they have reached a consensus of both the proper powerline easement location, as well as the future West Bypass force main location. Those changes impacted the design of the conceptual plan sufficiently to require revisiting the intended layout.

During this work, the developer acquired the property to the north, which is now the Fairview Crossing North subdivision, which will likely begin work later this spring or early summer. During this project development, MODOT was provided

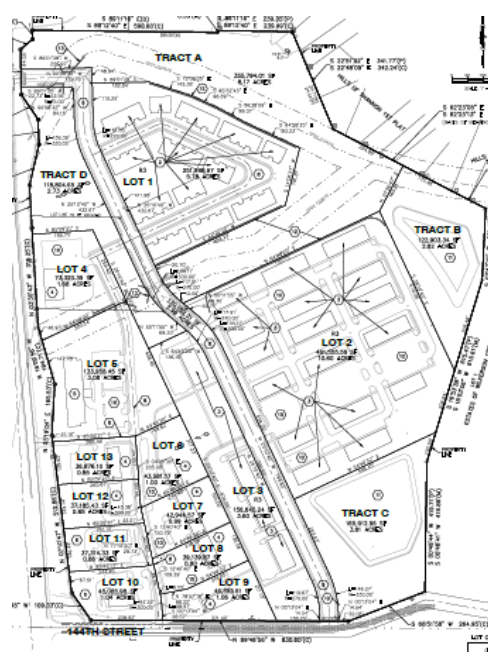
with that proposed plan, along with the potential changes to the Fairview Crossing plan, including the traffic flow changes. MODOT determined that the change from the original north entrance into the south development moving to the north and eliminating one entrance point and combining the entrance to the bank, and both the north and south subdivision would substantially improve the traffic flow for both developments. As a result, this project includes changing the access point to US 169 Highway into a combined city street (147th Street) for all properties to use.

In addition to the layout changes above, a long process with MODOT resulted in changes to the off-site access infrastructure changes to US 169 Highway. MODOT refused the traffic study recommendations of traffic lights at 144th and US 169 Highway in favor of J-turn intersections. For reference, the J-turns located just south of city limits at the META project in Kansas City are similar to the ones MODOT will require for this project.

The current Fairview Crossing Overlay District is approximately 53 acres and includes a large overhead power line easement that bisects the property. The proposed conceptual plan will still divide this 53+/- acre parcel into 3 multifamily and 10 commercial lots. As a result of the relocation of the power line and force main easements, the multifamily layout was slightly changed as well, allowing a more efficient layout to occur. The new proposal would include townhomes and apartments with a calculated total of 316 dwelling units upon completion of all buildings, along with 10 commercial lots, including 2 fast food lots, a hotel lot and 7 other retail/commercial lots. All the original reasons for the Conceptual plan exist, with just these changes.



New version



Existing version

The proposed new version would attach directly to the Fairview Crossing North Subdivision with a much improved layout for the traffic in the area. The following is a depiction of the two developments, and the new traffic requirements of MODOT. The only thing not shown is the south bound J-turn, which will be located approximately ¼ mile south of the current 144th St. intersection.



400.200.B.3 Guidelines for review of a conceptual development plan for a Planned Development Overlay District, the Commission shall consider the requirements in the site plan review provisions in Section 400.390 through 400.440 when evaluating the following:

a. Topography; to ensure the site is suitable for development, and buildings are located and arranged in appropriate areas.

Development placement maintains the same general layout as the current version and specifically encapsulates the existing drainage areas into the proposed retention pond areas. The estimated layout specifically separates the residential and the commercial areas on either side of the power easement and leaves significant green space between this development and the adjacent single family.

b. Parking; to ensure the proposed development contains an adequate amount of parking and is located in an appropriate area or adequately screened. Generally, the parking should conform to the required number of spaces appropriate to the development type as contained in Section 400.470. The Commission may allow a deviation from these parking requirements should the applicant show an adequate amount of parking exists.

Development is laid out in a fashion to meet the site plan requirements and includes sufficient parking as shown on Page 1 of the submittal. Any minor variations to building size could impact the required parking, but in no event will a tenant be able to increase a building footprint size or change a use without adjusting parking to meet these requirements.

c. Setbacks; to ensure buildings provide adequate light, air, and privacy protection by providing appropriate proportion between buildings, and adequate separation between buildings and adjoining properties.

Development leaves ample space between the proposed buildings, as well as the existing facilities, and leaves ample buffer from the single-family properties to the east.

d. Architecture: to ensure the architectural theme is compatible and consistent throughout the project and is reasonably compatible with surrounding developments.

The Development is without tenants and seeks to create the overall look of the development without limiting potential tenants. Therefore, this Conceptual plan will require independent site plan reviews of each proposed building or lot, and must meet the site plan requirements in existence at the time of construction, in particular only to the buildings. All other elements are identified and required as show herein.

e. Site plan; to ensure the location and arrangement of buildings, signs and other structures are appropriate for the site, existing and proposed streets, drives and public ways are arranged appropriately and to ensure site drainage has been adequately addressed.

Development prepared and submitted a Stormwater Study and has agreed to construct the required detention structures when the project begins.

f. Landscaping; to ensure the development provides adequate landscaping to provide a pleasant environment, to enhance the building's appearance, to ensure existing significant trees are adequately protected.

The Development has a large abundance of existing vegetation in the east and north, but much of it is of limited quality. Many of the buffer areas from the single-family properties to the east will remain intact or converted into detention areas for stormwater protection. As stated, each separate building will be required to complete the site plan review process, and the landscaping and all other review matters will be addressed at that time.

g. Any other feature or issue associated with the State zoning and planning enabling legislation or the Comprehensive Plan for the City of Smithville for which the Commission feels is appropriate and relevant to the development of the site. **Development will include significant off-site traffic improvements that have been required by MODOT. The MODOT requirements include two**

J-turn intersections for north and south traffic, along with removal of the 144th Street crossover. Northbound traffic from the west on 144th (as well as southbound from the east) will need to turn right and access the J-turn to change directions. In addition, the Comprehensive Plan 2030 identifies this area as mixed-use with moderate density multifamily housing. Moderate density is defined as between 5 and 18 units per acres, and the proposal is for under 10 units per acre. The proposed plan specifically addresses multiple Action Steps in the Comprehensive plan as follows:

HN 1.1 Support providing additional housing stock throughout the city of Smithville to meet current and future residents' needs by encouraging new residential development in areas identified in the Future Land Use Map.

HN 3.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN 3.2 Encourage clustered residential development patterns with connected active and passive open space and neighborhood and community amenities.

HN 3.4 Encourage mixed-use developments in Smithville's Downtown and the area between Downtown and the city's southern municipal boundary as a mechanism to create vibrant neighborhoods.

HN 4.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.4.2 Mandate pedestrian connections in new residential developments to adjacent existing or prospective neighborhoods to further strengthen Smithville's pedestrian network.

ST.2.1 Encourage a high-quality, mixed-use corridor experience along Hwy 169 between the southern municipality boundary and Route 92.

RC.2.1 Encourage development, mainly residential development, near existing and proposed trail networks.

RC.2.2 Encourage new developments to provide access and pathways to existing and proposed trail networks.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Conceptual plan based upon adherence to the conditions contained in this report, and specifically includes the following recommended findings as contained in 400.200.B.4:

1. That the Commission has reviewed the conceptual development plan with consideration of the issues contained in Subsection (B)(3) above; and
2. That the conceptual development plan is in conformance with the comprehensive land use plan and other appropriate Sections of the Code of Ordinances; and
3. That the conceptual development plan provides for an organized and unified system of land use intensities which are compatible with the surrounding areas; and
4. That the proposed development adequately protects the health, safety and general welfare of future and existing residents and property owners in and around the development.

Respectfully Submitted,

_____/s/ Jack Hendrix /s/_____
Director of Development

RECORD DESCRIPTION

TRACT I:

ALL OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIFTY-THREE (53), RANGE THIRTY-THREE (33), IN CLAY COUNTY, MISSOURI, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LIEN OF COMMERCIAL AVENUE 328.40 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 44 SECONDS WEST, 10.0 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 16 SECONDS WEST 75.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 540.03 FEET TO THE POINT OF BEGINNING, FILED FOR RECORD AS INSTRUMENT NO. F59666 IN BOOK 1732 AT PAGE 984.

AND EXCEPT:

A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING AND EXCEPT THE FOLLOWING PLATS ALL OF HILLS OF SHANNON - FIRST PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M29883 IN BOOK D AT PAGE 55.

ALL OF HILLS OF SHANNON - SECOND PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M72777 IN BOOK E AT PAGE 3.

ALL OF HILLS OF SHANNON - THIRD PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. N19596 IN CABINET E SLEEVE 28.

ALL OF HILLS OF SHANNON - FOURTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. P24772 IN CABINET E SLEEVE 97.

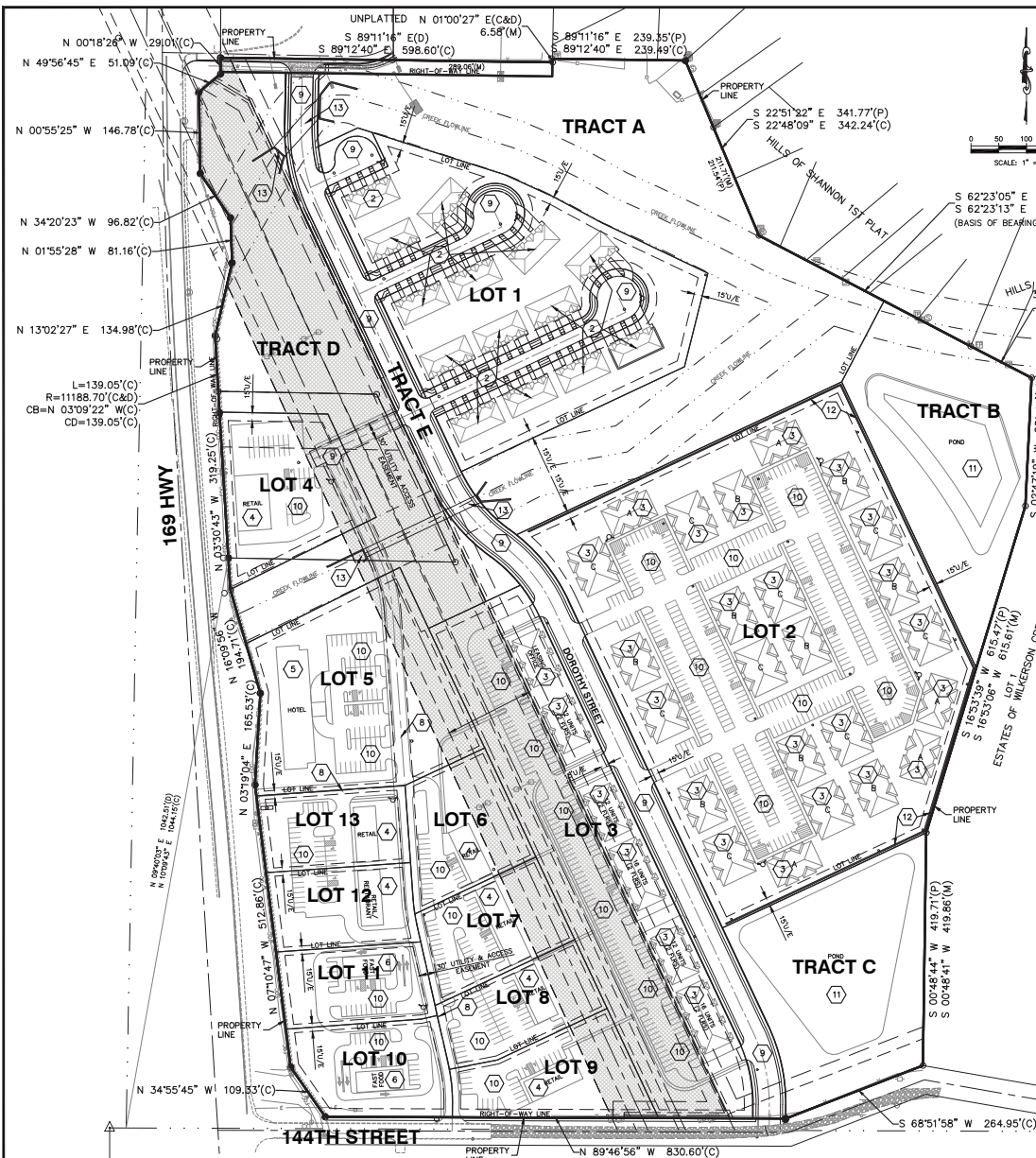
ALL OF HILLS OF SHANNON - FIFTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. Q11906 IN CABINET E SLEEVE 152.

ALL OF ESTATES OF WILKERSON CREEK, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. 2019039687 IN BOOK I AT PAGE 88.4.

TRACT II:

A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

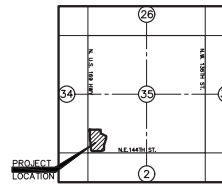
COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING.



DEVELOPER
 KANSAS CITY PROPERTIES & INVESTMENTS, LLC
 13530 MOUNT OLIVET ROAD
 SMITHVILLE, MO. 64089
 CONTACT: SHANE CREES
 PHONE: 816-719-9327
 E-MAIL: SHANE@KCPINC.COM

PREPARED BY
 KAW VALLEY ENGINEERING
 8040 N. OAK TRAFFICWAY
 CONTACT: MATT CROSS
 PHONE: 816-468-5858
 E-MAIL: cross@kveeng.com

- GENERAL NOTES:**
1. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH LAWS AND STANDARDS FOR THE STATE OF MISSOURI.
 2. THE PROPERTY HAS NO DIRECT ACCESS TO US 169 NORTH AND N.E. 144TH ST. A DEDICATED PUBLIC STREET OR HIGHWAY.
 3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT REFERENCED HEREON.
 4. ANY ADDITIONAL NOTES REQUESTED BY SURVEYOR



SHEET INDEX

D01	SITE PLAN
D02	DIMENSION SHEET
D03	GRADING PLAN
D04	UTILITY PLAN
D05	250' SURROUNDING AREA

- NOTES**
1. PROPOSED TOWNHOUSE
 2. PROPOSED APARTMENT
 3. PROPOSED RETAIL BUILDING
 4. PROPOSED HOTEL
 5. PROPOSED FAST FOOD
 6. PROPOSED RESTAURANT
 7. PROPOSED PRIVATE STREET
 8. PROPOSED PUBLIC STREET
 9. PROPOSED PARKING
 10. PROPOSED DETENTION POND
 11. PROPOSED RETAINING WALL
 12. PROPOSED CULVERT

LEGEND

SECTION CORNER, ORIGIN UNKNOWN UNLESS OTHERWISE NOTED	SAN SEWER MANHOLE
MONUMENT FOUND, ORIGIN UNKNOWN UNLESS OTHERWISE NOTED	UTILITY POLE
1/2" x 24" REBAR W/L 214F CAP SET	UTILITY POLE, SERVICE
CLEANOUT	WATER VALVE
CABLE TV BOX/PEDESTAL	UTILITY MANHOLE
ELECTRIC METER	ELECTRIC TRANSFORMER
ELECTRIC PEDESTAL	FIRE HYDRANT
GATE POST	FENCE POST
SIGN	STONE MANHOLE
WATER VALVE	FENCE-WOOD
UNDERGROUND ELECTRIC	WATER METER
TELEPHONE PEDESTAL	FENCE-CHAIN LINK
ASPH	ASPH
CONC	CONC
FIBER OPTIC SIGN	FIBER OPTIC SIGN

BASIS OF BEARINGS:
 GRID BEARING OF S 62°23'13" E ON THE SOUTHWEST PLAT LINE OF HILLS OF SHANNON 1st PLAT IS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS USING MOIST VRS 2012 CECID, AND REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83).

SURVEY REFERENCE:
 SURVEY PERFORMED BY KAW VALLEY ENGINEERING, INC. WITH PROJECT NO. B2154229, DATED 6/03/2021.

FAIRVIEW CROSSING

LOT/TRACT	ZONE	USE	REQUIRED PARKING	REQUIRED PARKING (ADA)	PARKING PROVIDED	TOTAL AREA (IMPERVIOUS AREA)	COVERAGE
1	R-3-P	TOWNHOMES	2/UNIT	562-112	112	184,002	110.401 60%
2	R-3-P	APARTMENTS	2/UNIT	192N-384 (20)	385 (27)	468,646	281,188 60%
3	R-3-P	APARTMENTS	2/UNIT	68N-136 (7)	188 (12)	191,621	114,973 60%
4	R-3-P	RETAIL/COMMERCIAL	1/2000F	6,000-200-20 (C)	31 (2)	61,499	52,108 85%
5	R-3-P	HOTEL	1/UNIT-0.5 EMPLOYEE	58 (3)	58 (4)	154,128	114,009 85%
6	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	18 (2)	43,581	37,044 85%
7	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	41 (2)	42,945	36,503 85%
8	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	45 (2)	30,149	33,397 85%
9	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	27 (2)	46,826	39,802 85%
10	R-3-P	FAST FOOD	0.5 SEAT (MIN. 10)	10	22 (2)	45,528	38,609 85%
11	R-3-P	FAST FOOD	0.5 SEAT (MIN. 10)	10	22 (2)	37,590	31,782 85%
12	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	27 (2)	37,263	31,674 85%
13	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	17 (2)	36,952	31,409 85%
A	R-3-P	OPEN AREA				504,590	0 0%
B	R-3-P	OPEN AREA				122,458	0 0%
C	R-3-P	OPEN AREA				110,188	0 0%
D	R-3-P	OPEN AREA				202,681	0 0%

*A= 8X1-BEDROOM UNITS B= 8X2-BEDROOM UNITS C= 8X3-BEDROOM UNITS

REV	DATE	DESCRIPTION
1	3/17/23	UPDATED EVERY EASEMENT
2	03/03/23	INITIAL SUBMITTAL
3	03/03/23	FINAL SUBMITTAL
4	03/03/23	FINAL SUBMITTAL
5	03/03/23	FINAL SUBMITTAL
6	03/03/23	FINAL SUBMITTAL
7	03/03/23	FINAL SUBMITTAL
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65	03/03/23	FINAL SUBMITTAL
66	03/03/23	FINAL SUBMITTAL
67	03/03/23	FINAL SUBMITTAL
68	03/03/23	FINAL SUBMITTAL
69	03/03/23	FINAL SUBMITTAL
70	03/03/23	FINAL SUBMITTAL
71	03/03/23	FINAL SUBMITTAL
72	03/03/23	FINAL SUBMITTAL
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95	03/03/23	FINAL SUBMITTAL
96	03/03/23	FINAL SUBMITTAL
97	03/03/23	FINAL SUBMITTAL
98	03/03/23	FINAL SUBMITTAL
99	03/03/23	FINAL SUBMITTAL
100	03/03/23	FINAL SUBMITTAL

FAIRVIEW CROSSING
 144TH STREET & 169 HIGHWAY
 SMITHVILLE, CLAY COUNTY, MISSOURI
 PLANNED OVERLAY DEVELOPMENT PLAN
 SHEET

PROJ. NO. B21D4349
DESIGNER DRAN BY JMG
MAC 4349PLAT
REV 1



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Development

AGENDA ITEM: Resolution 1214, Final Plat Woodland West

REQUESTED BOARD ACTION:

A motion to approve Resolution 1214, approving the single-phase final plat for Woodland West subdivision.

SUMMARY:

The final plat would create six new lots from the existing unplatted lot at 517 Hawthorne Street.

This land was submitted for a single-phase final plat at the April 11, 2023 Planning and Zoning Commission meeting. The plat would divide an existing large lot into six equal lots, with three lots fronting on Hawthorne Street and three fronting on Maple Avenue. Following a public hearing, the Planning Commission moved to approve the application for a Single-Phase Final Plat to create these new lots.

PREVIOUS ACTION:

none

POLICY ISSUE:

The plat complies with the Comprehensive Plan.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☒ Staff Report

☐ Contract

☒ Plans

☐ Minutes

RESOLUTION 1214

A RESOLUTION APPROVING A FINAL PLAT FOR WOODLAND WEST SUBDIVISION

WHEREAS, the applicant submitted a single-phase final plat application for approval to be heard by the Planning Commission on April 11, 2023; and

WHEREAS, the items were advertised in the Courier Tribune newspaper on March 23, 2023 and notices were sent to adjoining landowners on March 24; and

WHEREAS, the Planning Commission held a public hearing and then recommended approval of the proposed Final Plat with the condition that parks fees in the amount of \$3,255 be paid before the Final Plat may be released for recording; and

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

**THAT THE FINAL PLAT OF WOODLAND WEST SUBDIVISION IS HEREBY
APPROVED CONDITIONED UPON PAYMENT OF PARKS FEES.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of April, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
April 7, 2023
Platting of Parcel Id #05-613-00-03-026.00

Application for a Plat Approval

Code Sections:
425.285.A.4 Single Phase Final Plat Approval

Property Information:

Address: 517 Hawthorne Street
Owner: Lepe Construction LLC
Current Zoning: R-1B

Public Notice Dates:

1st Publication in Newspaper: March 23, 2023
Letters to Property Owners w/in 185': March 24, 2023

GENERAL DESCRIPTION:

The property is currently an unplatted 1.4 acre lot with a deteriorated home located on the southwest corner of the lot. The applicant seeks to demolish the existing home, and subdivide the 1.4 acre lot into six (6) 10,024 ft² lots. In accordance with the zoning and subdivision codes, the current application is for a single phase subdivision in which all public infrastructure will be completed for the entire subdivision prior to recording the final plat, (or sufficient bonding in place) and any building permits. There will be a short extension of the public sewer required to serve three of the lots, at the developers expense. Water and power are already accessible for the land on both sides.

GUIDELINES FOR REVIEW – SINGLE PHASE SUBDIVISION FINAL PLATS *See 425.285.A.4*

The Planning Commission shall consider the following criteria in making a recommendation on the plat:

- a. The plat conforms to these regulations and the applicable provisions of the Zoning Ordinance and other land use regulations. ***Yes, the layout complies with zoning and subdivision requirements.***
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan. ***Yes. See the following Comprehensive Plan Action Steps that this proposal addresses:***

HN.2.1 Encourage infill residential development of underutilized sites prime for residential uses, particularly in and near Smithville's Downtown. Identify and work to remove barriers and disincentives to infill housing development and production.

HN.3.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.3.2 Encourage clustered residential development patterns with connected active and passive open space and neighborhood and community amenities.

HN.4.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.4.2 Mandate pedestrian connections in new residential developments to adjacent existing or prospective neighborhoods to further strengthen Smithville's pedestrian network.

HN.4.4 Continue to require sidewalks in all new residential developments to create and strengthen existing pedestrian networks.

- c. The development shall be laid out in such a way as to result in:
 - (1) Good natural surface drainage to a storm sewer or a natural watercourse. ***Yes, the sites' existing drainage is sufficient to handle new housing.***
 - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth. ***Yes, since the area is an existing residential lot, with a large area previously used as a large garden, there is limited natural growth to protect.***

(3) A good grade relationship with the abutting streets, preferably somewhat above the street. ***Yes, all three lots on the west are located above the street grade and the lots on the east are very close to level.***

(4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access, and privacy. ***Yes.***

(5) Adequate lot depth for outdoor living space. ***Yes, and it includes pedestrian access from Hawthorne to Maple Elementary, but also funding to improve the adjacent parks. With the pedestrian easement, the parks dedication calculation is as follows: 6 lots x 2.85 census density x .02 NRPA land requirement = .34 acre (14,897.52ft²). The pedestrian easement is a total of 1,971.9ft². This results in a 13.24% reduction in the required \$625.00 per lot parks fee. This reduced fee is \$542.50 x 6 lots = \$3,255.00 in payment in lieu of dedication required before releasing the final plat for recording.***

(6) Generally regular lot shapes, avoiding acute angles. ***Yes.***

(7) Adequate building lots that avoid excessive grading, footings or foundation walls. ***Yes.***

d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles. ***Yes.***

e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles. ***Yes.***

f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries. ***Yes, one small sewer extension will be required to serve three of the lots.***

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development. ***The proposed development meets all requirements.***

h. Each lot in the plat of a residential development has adequate and safe access to/from a local street. ***Yes, all lots have full frontage on existing streets.***

i. The plat is located in an area of the City that is appropriate for current development activity; it will not contribute to sprawl nor to the need for inefficient extensions and expansions of public facilities, utilities and services. ***Yes, it is considered infill housing located within a developed subdivision area.***

j. If located in an area proposed for annexation to the City, the area has been annexed prior to, or will be annexed simultaneously with plat approval. ***n/a***

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein. ***Yes, applicant has dedicated sufficient land for all easements needed.***

l. All applicable submission requirements have been satisfied in a timely manner. ***Yes.***

m. The applicant agrees to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans. ***n/a***

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Final Plat conditioned upon meeting the condition that parks fees be paid, and a sidewalk easement be located along the north of the subdivision.

Respectfully Submitted,

Director of Development



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1215, awarding a bid with Menke Excavating for manhole rehabilitation

REQUESTED BOARD ACTION:

A motion to approve Resolution 1215, awarding a bid with Menke Excavating for manhole rehabilitation.

SUMMARY:

During sewer maintenance the manhole on Maple Lane was found to be leaking through the sides of the manhole. The manhole is 15 feet deep and a waterline is next to the side of the manhole. Staff contacted several contractors including Blue Moon and Decker Construction. Menke Excavating was the only contractor to provide a bid to replace a manhole.

The attached [video](#) shows the extent of the leak while crews were jetting the sewer main.

PREVIOUS ACTION:

None

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

This expense can be paid through the maintenance funds of the sewer department.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input 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: video, proposal | |

RESOLUTION 1215

A RESOLUTION APPROVING A BID WITH MENKE EXCAVATING TO REHABILITATE A MANHOLE ON MAPLE LANE IN THE AMOUNT OF \$28,000

WHEREAS, during the course of sewer main maintenance it was found that a manhole on Maple Lane had shifted and is leaking ground water into the sewer system; and

WHEREAS, several contractors were contacted to look at replacing the manhole; and

WHEREAS, the City received only one bid from Menke Excavating in an amount of \$28,000; and

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

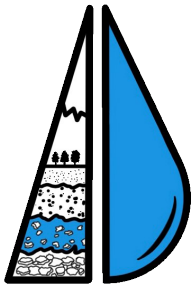
THAT the bid received from Menke Excavating for the replacement of the manhole on Maple Lane is approved in the amount of \$28,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of April, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



MENKE
Excavating ^{LLC}
"Moving Earth & Water with Precision"

Bid

Date	Bid #
3/26/2023	70

Company / Individual Address
City of Smithville 107 West Main Street Smithville, MO 64089

Project Location
Manhole on Maple

Description	Qty	Amount	Total
Replacing manhole on Maple Street up to forty feet sewer main, 30 to 35 up stream or less. All Material and labor included	1	28,000.00	28,000.00
		Total	\$28,000.00

All Bids Expire in 30 days. Bonds, permits, development fees, tap fees, meter fees and inspection fees are not included in proposal unless specifically stated. All the following items are not included in bid unless specifically stated and will be charged at time and material including but not limited to utility relocating, dewatering, mucking, undercutting, watering soils, granular fills, piers, shoring, bracing, pumping, sawing, rock excavation and trenching. Hourly rates would be charged to perform diskings. Other additional costs not included in bid which would be billed separately include but are not limited to survey and staking and erosion control. Testing including but not limited to compaction testing and concrete testing will be performed by other parties and are not included in this bid. Job is bid non-prevailing wage and taxable unless specifically stated otherwise in the bid.

By Signing the "Bid" you are agreeing to the creation of a Service contract to perform services as described between Menke Excavating, LLC and the "Company / Individual".

Authorized Approver _____

Date



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1216, Part 2, Authorization 96 – A Resolution authorizing Part 2 of Authorization No. 96 with HDR Engineering, Inc. for bidding and construction services for Streetscape Phase III – Bridge Street

REQUESTED BOARD ACTION:

A motion to approve Resolution 1216, authorizing Part 2 of Authorization No. 96 with HDR Engineering, Inc. for bidding and construction services for Streetscape Phase III – Bridge Street.

SUMMARY:

The City will receive federal construction funding for Streetscape Phase III – Bridge Street from Church Street to First Street. The project includes the same streetscape theme of downtown including lighting, sidewalks, curb and gutter, new road surface, storm sewer, bike sharrows, brick inlays and new attractive railing / fencing on the bridge. Staff received qualification statements from three firms and are recommending proceeding with HDR. HDR was the engineer on the original two phases of the downtown streetscape projects.

The construction funding comes from the Transportation Alternatives Program (TAP). This is a Federally funded program administered through MoDOT and Mid-America Regional Council (MARC). Federal funds come with some additional documentation, Buy America Provisions, DBE requirements and environmental reviews.

The scope provided by HDR has two parts: Design (Part 1) and Bidding and Construction Services (Part 2). On federally funded projects, contracts must include the Part 2 services in the professional services agreement from the beginning.

In February 2022, the Board approved Authorization 96 and authorized Part 1 – Design Services. We are now preparing to begin advertising the project and need to authorize Part 2, Bidding and Construction services.

Mayra Toothman will be the project manager. Both Mayra and Dennis Witt became LPA certified in 2022.

The project schedule includes:

Advertisement for Letting mid May

Bid Opening Mid June

Construction Contract Award (REQUIRED) July, 2023

The project was awarded \$488,000 in construction funding

PREVIOUS ACTION:

Board Approved Res 1026, Approving Authorization 96

POLICY ISSUE:

Infrastructure Maintenance, Community Oasis

FINANCIAL CONSIDERATIONS:

This project is included in the 2023 CIP

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: agreement

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1216

A RESOLUTION AUTHORIZING THE BIDDING AND CONSTRUCTION SERVICES OF AUTHORIZATION NO. 96 WITH HDR ENGINEERING, INC. FOR ENGINEERING FOR TAP-3302(434) BRIDGE STREET STREETScape PROJECT

WHEREAS, the City has been awarded federal construction funding for the Streetscape Phase III – Bridge Street from Church Street to First Street; and

WHEREAS, a RFQ 22-04 was issued requesting design and construction services for this project; and

WHEREAS, the City approved Resolution 1026 on February 15th, 2022 authorizing the design phase services of Authorization No. 96; and

WHEREAS, the project is ready to begin advertisement for bid and Part 2 Bidding and Construction Services of Authorization No. 96 will need to be authorized in the amount of \$65,220.

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

THAT, Part 2, Bidding and Construction Services, of Authorization No. 96 is authorized in an amount of \$65,220.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of April, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RESOLUTION 1026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 96 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION SERVICES FOR TAP-3302(434) BRIDGE STREET STREETScape PROJECT

WHEREAS, the City has been awarded federal construction funding for the Streetscape Phase III – Bridge Street from Church Street to First Street; and

WHEREAS, a RFQ 22-04 was issued requesting design and construction services for this project; and

WHEREAS, the City received three qualification statements, held interviews and is recommending to proceed with HDR to provide the design and construction services for this project; and


WHEREAS, HDR has provided a scope of services including Part 1 – Design in an amount of \$181,380 and Part 2 Bidding and Construction Services in an amount of \$65,220.

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

THAT the Mayor is hereby authorized to execute Authorization No. 96 with HDR Engineering, Inc.; and

THAT HDR is authorized to proceed with Part 1 – Design in the amount of \$181,380.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th day of February, 2022.


Damien Boley, Mayor

ATTEST:


Linda Drummond, City Clerk

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and HDR Engineering, Inc. ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at 10450 Holmes Rd., Ste 600, Kansas City, MO 64131

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Bridge St -Streetscape Phase III and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 22-04, Bridge St – Streetscape Phase III on December 19th, 2021 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th day of December 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

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

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

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed _____. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed.

Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within _____ days of the Notice to Proceed on this Agreement or by the _____ day of _____, 2021.

5. 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 Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant 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 Consultant 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 Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all 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 Consultant will indemnify and hold the City harmless for 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, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant 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 Engineer 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 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.

reasonable

to the extent caused by the Firm's negligent acts, errors or omissions.

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

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

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

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer 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 1 RFQ 21-13 P/R PW Facility for Engineering Services, 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.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

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

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute 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 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 Engineer.

18. RECORDS: The Engineer 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 Engineer agrees that the City Auditor, or any of his/her 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 Engineer involving the transactions related to this Agreement.

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding 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. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. NONRESIDENT/FOREIGN CONTRACTORS. The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. CONTRACT LANGUAGE The language of this Contract reflects negotiations between Consultant and 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 pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. CHANGE ORDERS: Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. CITY OWNERSHIP AND PROPRIETARY INFORMATION – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. TERMINATION The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. COMPLIANCE WITH LAW This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. **WAIVER**: 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 Agreement 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 Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. **SEVERABILITY**: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement 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.

32. **UNEMPLOYMENT INSURANCE AND TAXES**: The Engineer shall pay, at the Engineer'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 Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. **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 restrictive governmental laws or regulations, riots, 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.

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

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 or City Administrator

Name: Damien Boley

ENGINEER :

By: 

Title Sr. Vice President

EXHIBIT A
RFQ 22-04 BRIDGE ST - STREET SCAPE PHASE III



SMITHVILLE
missouri

THRIVING AHEAD

107 W Main St • Smithville, MO 64089

P: (816) 532.3897

**RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.**

THE CITY OF SMITHVILLE, REQUEST FOR QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICES:

Sealed Proposals for Qualifications for engineering services for the design of Bridge St. Streetscape Phase III from Church St. to First St. will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 1:30 P.M. on Wednesday, Dec 15th, 2021. The Project consists of the following:

The City of Smithville is seeking an engineer to assist with the topographic survey, design, and preparation of construction documents, and technical specifications for roundabout improvements for the following tasks:

Streetscape improvements including pedestrian and bicycle improvements on Bridge St. from Church St. to First St. The project will include mill and overlay pavement, full sidewalk replacement, crosswalk, signs, pedestrian lighting, brick accents, storm water improvements, decorative rail on bridge, bike sharrows and Share the Road signage

A conceptual layout of the project is attached. The Scope of Services will more specifically include the following project improvements and tasks.

<i>Smithville, MO/Clay County</i>	
Federal Aid No.:	TAP-3302(434)
Location:	Bridge St. from Church St to First St
Proposed Improvement:	Provide design services for improvements for streetscape improvements including pedestrian and bicycle facilities
Length:	
Approximate Construction Cost:	\$610,000
DBE Goal Determination	
Consultant Services Required:	<i>See Attachments A, B, C, D & E</i>
Other Comments:	
Contact:	<i>Name: Charles Soules Address: 107 W. Main St, Smithville, MO 64089 Phone: (816)513-6984 E-mail: csoules@smithvillemo.org</i>
Deadline:	1:30 P.M. on Wednesday, Dec 15 th , 2021
Submit	Responses should not exceed 5 pages total. A page is defined as 8-1/2 by 11 inches and printed on one side. The submittal should be received at the address and by the time specified. Submit no more than five (5) copies.

SCOPE OF SERVICES

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.1 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.2 Right-of-Way

- Develop right-of-way plans, as needed.
- Development easement descriptions and maps

2.3 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to the Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, and be received before 1:30 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 1:30 P.M. on Wednesday, Dec 15th, 2021, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Charles Soules, PE, Dir. of PW, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.


Finance Director

Issued on November 18, 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written qualification statements, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
4. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
5. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
6. This RFQ involves the design of a Public Works project and Consultant; Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
7. Any questions regarding this request may be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
8. The Consultant 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 Pursuant to 285.530 RSMo.

**RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.**

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide engineering services as follows:

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.4 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.5 Right-of-Way

- Development easement descriptions and maps
- Develop right-of-way plans, as needed.

2.6 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

2. The term "RFQ" means this Request for Qualifications; the term "Consultant", "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a SOQ in response to the RFQ.
3. By submitting a SOQ, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their SOQ, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Charles Soules, P.E., Dir. of PW., 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. Three (3) copies of the SOQ must be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 1:30 P.M. on Wednesday, Dec 15th, 2021.
3. Proposed date for commencement of project.

SUBMITTAL:

The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:

Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.

Tab B: Client or project references for at least three roundabouts and scope projects that demonstrate the applicants' ability to perform this work.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and, the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Charles Soules, P.E., Dir. of PW either by phone at (816) 532-3898 or email at: csoules@smithvillemo.org. The last day for questions from prospective responders will be 5:00 PM Tuesday December 7th, 2021.

EVALUATION:

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the City at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

Project Manager Experience in terms of delivering projects of this nature and magnitude. (40%)

Key Staff Experience (35%)

Client and/or project references for at least the three most recent projects of similar character that demonstrate the PM and Key Staff experience to perform this project work. (10%)

Missouri Businesses and/or Disabled-Veterans in accordance with 34.073 and 34.074 R.S.Mo. (5%)

Schedule (5%)

Other (5%)

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Public Works Director in the form of a written addendum.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the successful firm will be asked to develop a scope of services and costs and this will be presented to the Board of Alderman for approval. The City of Smithville's standard engineering contract will be provided.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims 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 including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

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 following as "Additional Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each 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 required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$2,000,000.00 each occurrence
4. Property Damage - \$2,000,000.00 each occurrence

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) 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:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. 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.

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.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
4. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

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 City shall not be obligated for any amounts in excess of the contract and/or RFQ response unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

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.

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.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

EXHIBIT 1

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 President of _____ (hereinafter "Contractor"), whose business address is _____, 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.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. 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 _____, 2021.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (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

EXHIBIT 2

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFQ # 22-04 ENGINEERING SERVICES FOR BRIDGE ST. STREETSCAPE DESIGN

I, _____, hereby representing
(Agent Submitting RFQ)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

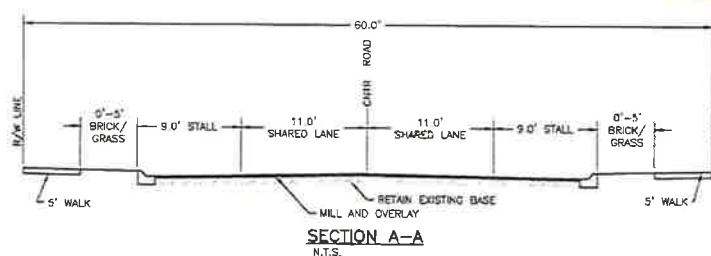
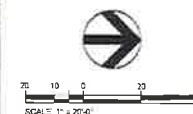
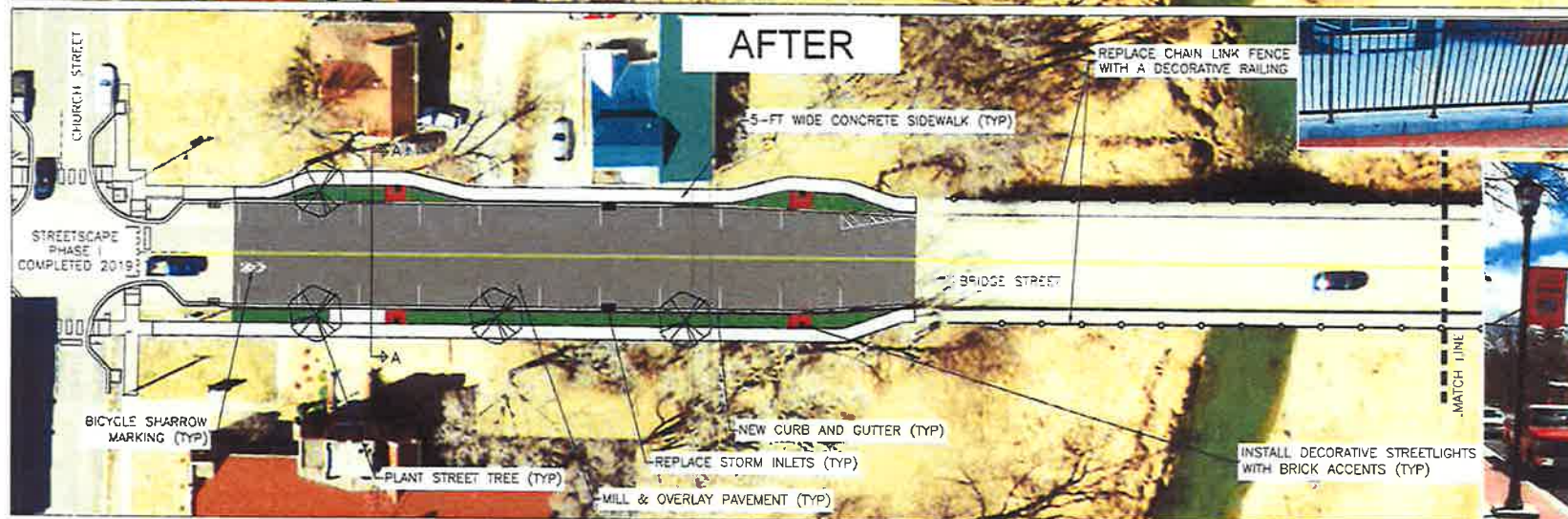
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Telephone

Date

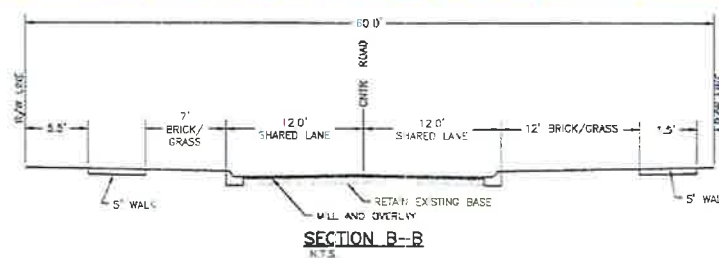
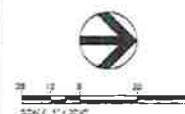
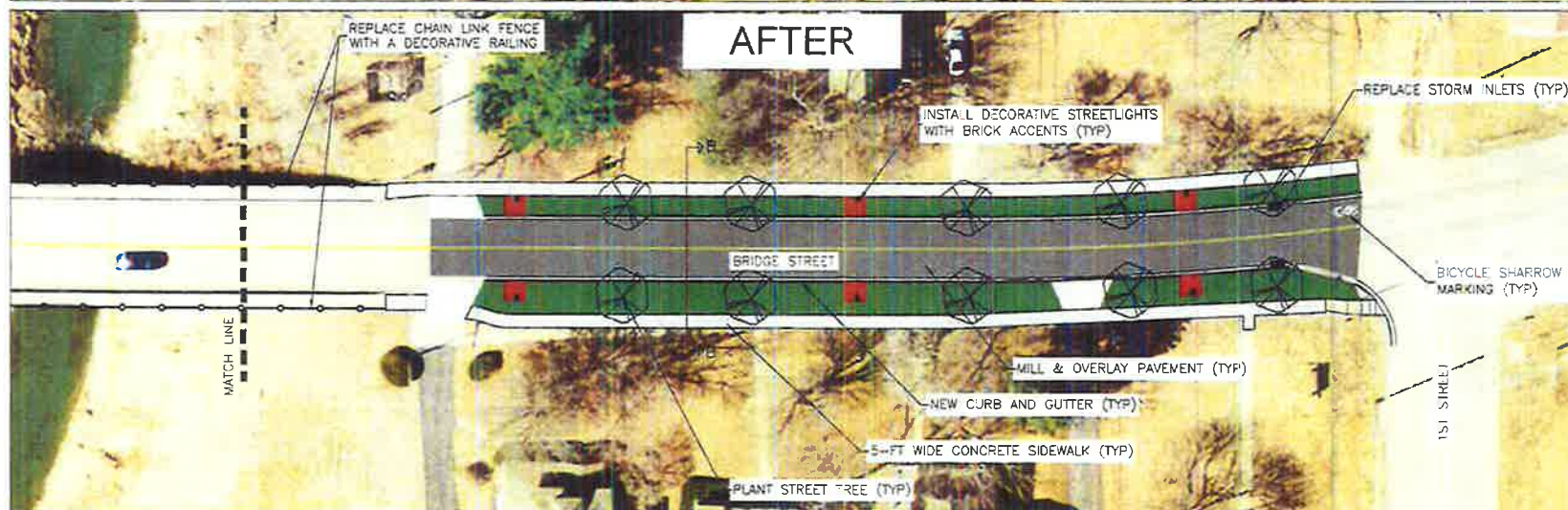
Tax ID No.

E-Mail Address



DOWNTOWN STREETSCAPE
PHASE III (NORTH)
AUGUST 2020

SHEET
1 OF 2



DOWNTOWN STREETSCAPE
PHASE III (NORTH)
AUGUST 2020

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and _____ ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at _____

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Bridge St -Streetscape Phase III and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 22-04, Bridge St – Streetscape Phase III on December 19th, 2021 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th day of December 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

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

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

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed _____. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed.

Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within _____ days of the Notice to Proceed on this Agreement or by the _____ day of _____, 2021.

5. 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 Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant 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 Consultant 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 Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all 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 Consultant will indemnify and hold the City harmless for 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, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant 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 Engineer 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 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 Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

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

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer 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 1 RFQ 21-13 P/R PW Facility for Engineering Services, 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.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

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

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute 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 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 Engineer.

18. RECORDS: The Engineer 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 Engineer agrees that the City Auditor, or any of his/her 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 Engineer involving the transactions related to this Agreement.

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding 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. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. **NONRESIDENT/FOREIGN CONTRACTORS.** The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. **INTELLECTUAL PROPERTY RIGHTS:** Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and 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 pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. **CITY OWNERSHIP AND PROPRIETARY INFORMATION** – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. **COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. WAIVER: 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 Agreement 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 Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. SEVERABILITY: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement 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.

32. UNEMPLOYMENT INSURANCE AND TAXES: The Engineer shall pay, at the Engineer'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 Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. 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 restrictive governmental laws or regulations, riots, 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.

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

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 or City Administrator

Name: _____

ENGINEER :

By: _____

Title _____

City Of Smithville, Missouri
Bridge Street Streetscape Phase III - Tap-3302(434)
Scope of Services
2/7/2022

The City has identified the need for topographic survey, design, preparation of construction documents, bidding assistance, construction administration for the Bridge Street Streetscape Phase III along Bridge Street from Church Street to First Street. The streetscape project includes a topographic survey of the project area. The Project includes mill and overlay of the street, new curb and gutter, sidewalks, storm sewer, bridge railing enhancement, street lighting, and landscaping. The Scope of Services will more specifically include the following project tasks.

SCOPE OF SERVICES

PART 1 – DESIGN

Task 1 – Survey (Base Services)

- 1.1 Project research - Research and compile relevant previous topographic surveys and background data and incorporated into this project.
- 1.2 Safety Plan – Project safety plan coordination and review
- 1.3 Control and benchmark survey - Establish and/or identify survey control points and project benchmarks
- 1.4 Topographic and utility survey - Obtain topographic survey within the project boundary including apparent visible features.
- 1.5 Property boundary survey - Develop property boundary survey from right of way to right of way and/or building faces. Research existing property lines based on County deeds and tax mapping.
- 1.6 Survey utility coordination/meetings - Coordination with utilities for locates and survey of utilities.
- 1.7 Easement descriptions and exhibits - Obtain Guaranteed Title Reports (GTR), create easement descriptions and exhibits for up to 10 properties.

Task 2 – Environmental Permitting (Base Services)

- 2.1 Agency coordination - With NEPA compliance requirements, agency coordination will be required. HDR will complete U.S. Fish and Wildlife Service (USFWS) IPaC and Missouri Department of Conservation (MDC) reviews for information relative to threatened and endangered species. HDR will also send a coordination letter to the Missouri State Historic Preservation Office (SHPO) regarding potential cultural, historical, and archeological issues. At this time, cultural resources surveys are not anticipated or included in this scope of services due to previously disturbed nature of project corridor.
- 2.2 Bat Survey - The USFWS and/or MDC may request that habitat surveys be completed for listed bat species. HDR will conduct a habitat survey and provide a survey report to the City. Aside from bat habitat surveys, no other species surveys are provided, nor are formal Section 7 consultation services with USFWS provided.
- 2.3 RER Documentation - HDR understands that the proposed project will be part of MoDOT's Local Public Agency (LPA) program. As such, NEPA (National Environmental Policy Act) compliance will be required for this project. HDR will submit a completed Request for Environmental Review (RER) form to MoDOT, and MoDOT will subsequently determine the NEPA Classification. For the purposes of this scope of services, a Programmatic Categorical Exclusion (PCE) is assumed.

Smithville Scope of Services
Bridge Street Streetscape Phase III - Tap-3302(434)

- 2.4 Wetland/Stream Delineation/Report – HDR will conduct wetland/stream delineations by an experienced environmental scientist, who will delineate the project footprint/anticipated construction limits in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. Photo documentation will be provided to include a photo log and corresponding description of each photo. HDR will prepare a written determination/delineation report as necessary consisting of an introduction/project overview, methods, results and discussion, and impacts. Wetland and waters of the U.S. data sheets will be completed, as well as project location map, NWI and soils mapping information, photo log, wetland/pond/stream channel delineation boundary map, and project engineering plans. It is not anticipated that a 404 Permit will be required and is not included in this scope.
- 2.5 Land Disturbance Permit – HDR will submit a land disturbance permit application to MDNR and prepare a project specific Storm Water Pollution Prevention Plan (SWPPP).
- 2.6 Floodplain development permit – HDR will submit a floodplain development permit application to the City's Floodplain Manager.

Task 3 – Preliminary Design (Base Services)

- 3.1 Overall Project Management – Perform project management, scheduling, and cost control for the project.
- 3.2 Kickoff Meeting – HDR will attend a kickoff meeting with City staff and MoDOT to finalize the work effort and schedule for the project. In addition, roles and responsibilities for HDR, MoDOT, and the City will be established, and a key point of contact will be named. HDR will also present information and data it requires for the project.
- 3.3 Utility Coordination – HDR will initiate conversations with utilities about the project with the conceptual design plans created. HDR will determine if improvements are intended in the project vicinity. HDR will inquire about Evergy removing existing street lighting and potential for relocating their overhead power lines to below grade within the project limits.
- 3.4 Preliminary Design Plans - HDR will develop preliminary design plans for the corridor under the direction of City staff. The Preliminary Design Plans will be based on the topographic survey developed in Task 1. These plans will include preliminary layout and survey control, street geometrics, amenities (e.g. brick accent, benches, landscaping), typical pavement sections, standard details, phasing & traffic control, demolition, striping & signage, stormwater, lighting, bridge fence enhancement, and easement exhibit plans.
- 3.5 Bridge lighting investigation – HDR will perform a lighting analysis in the area of the bridge to determine if additional lights near the center of the existing bridge are needed. If lighting is required, or desired by the City, on the bridge, HDR will develop preliminary details to attach the light posts to the concrete barrier or edge of sidewalk. Power supply and conduit location for proposed lights will be studied.
- 3.6 Project Manual and Technical Specifications – HDR will prepare a preliminary project manual and required technical specifications in conformance with MoDOT standards.
- 3.7 Cost estimate – HDR will prepare a preliminary itemized opinion of probable construction costs.
- 3.8 Internal QC Review – HDR will perform an internal quality control review on the preliminary plans, project manual, and cost estimate.
- 3.9 Plan In-Hand Walkthrough – HDR will provide preliminary plans and conduct a walkthrough of the project with the City.
- 3.10 Presentation at Board Meeting – HDR will give a presentation to the public at a Board of Alderman meeting to provide key streetscape elements including, preliminary designs, bicycle and landscape opportunities, pavement types, parking scenarios, furnishings, and lighting. City to review the preliminary documents and provide input on preferences to advance to final design.

Smithville Scope of Services
Bridge Street Streetscape Phase III - Tap-3302(434)

- 3.11 Submit to MoDOT – HDR will submit preliminary plans, specifications, and cost estimate to MoDOT for their review.
- 3.12 MoDOT Review Meeting – HDR will attend virtual meeting with MoDOT and the City to review the preliminary documents.
- 3.13 Geotechnical Investigation – HDR will retain a subconsultant to perform 4 pavement cores to determine existing pavement thickness and subbase conditions.

Task 3 Deliverables: Preliminary Plans, Preliminary Project Manual, Preliminary Cost Estimate, Board of Alderman Presentation

Task 4 – Final Design (Base Services)

- 4.1 Overall Project Management – Perform project management, scheduling, and cost control for the project.
- 4.2 Utility Coordination – HDR will finalize conversations with utilities about improvements intended in the project vicinity.
- 4.3 Final Design Plans - HDR will incorporate comments from the City and MoDOT and finalize design plans. These plans will include overall layout and survey control, pavement, amenities, typical sections, standard details, phasing & traffic control, demolition, striping & signage, stormwater, lighting, bridge fence enhancement, easement exhibits, staking, cross section, and erosion control plans.
- 4.4 Project Manual and Technical Specifications – HDR will finalize the project manual and project specific technical specifications. MoDOT specifications will be references where relevant.
- 4.5 Cost estimate – HDR will prepare a final itemized opinion of probable construction costs.
- 4.6 Internal QC Review – HDR will perform an internal quality control review on the final plans, project manual, and cost estimate.
- 4.7 Client Review Meeting – HDR will attend meeting with the City to review the final documents.
- 4.8 Submit to MoDOT – HDR will submit final plans, specifications, and cost estimate to MoDOT for their review.
- 4.9 MoDOT Review Meeting – HDR will attend meeting with MoDOT and the City to review the final documents.
- 4.10 Finalize PS&E – HDR will incorporate comments from the City and MoDOT and finalize the Plans, Specs and Cost Estimate (PS&E).

Task 4 Deliverables: Final Plans, Final Project Manual, Final Cost Estimate, PS&E Submittal to MoDOT

Task 5 – Additional Bridge Enhancement Design (Optional Services)

- 5.1 Concrete Column Investigation – HDR will investigate aesthetic enhancements for the sidewalks on the bridge which may include a decorative vertical concrete column at each corner of the bridge. The columns will likely be attached to existing bridge abutments and a cursory investigation of additional loading to substructure and bridge will be investigated.
- 5.2 Bridge Lighting Plans – HDR shall finalize design plans for bridge lighting including: bridge lighting attachment detail and conduit routing plans.
- 5.3 Concrete Column Plans – HDR shall finalize design plans for aesthetic concrete columns including: aesthetic concrete column details and abutment modification for columns plans.

PART 2 – BIDDING & CONSTRUCTION

Task 6 - Bidding (Base Services)

- 6.1 Prepare bid package – HDR will assist Owner in advertising by submitting electronic copies of the bidding documents to MoDOT and/or Drexel Plan Room.
- 6.2 Pre-bid conference – HDR will create a meeting agenda and attend the pre-bid conference.
- 6.3 Bidder's questions and addenda – HDR will address bidder questions and issue up to two (2) Addenda to clarify, correct, or modify the Bidding Documents.
- 6.4 Bid Opening – HDR will attend the bid opening, prepare Bid tabulations, and assist Owner in evaluating Bids or proposals and provide a bid award recommendation to the City and MoDOT.
- 6.5 Bid award – After Acceptance from the City and MoDOT HDR will notify the contractor of the bid award and notice to proceed and create conformed to bid drawings and specs.

Task 7 - Construction (Base Services)

- 7.1 Pre-construction conference – HDR shall prepare an agenda and participate in a pre-construction conference prior to commencement of Work at the Site.
- 7.2 Submittal Reviews – HDR shall review up to twenty (20) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- 7.3 Address RFI's - HDR shall issue up to five (5) necessary clarifications and interpretations of the Contract Documents to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 7.4 Issue Change Orders - HDR shall recommend Change Orders and Work Change Directives to Owner, and prepare up to three (3) Change Orders and Work Change Directives as required.
- 7.5 Review payment applications - Based on HDR's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, HDR will recommend the amount the Contractor be paid on up to five (5) applications. Such recommendations of payment will be in writing and will constitute HDR's representation to Owner, based on such observations and review, that, to the best of HDR's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion and to the results of subsequent tests called for in the Contract Documents), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is HDR's responsibility to observe Contractor's Work. In the case of unit price work, HDR's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
- 7.6 Monthly progress meetings - HDR shall attend up to five (5) construction progress meetings with Owner and Contractor.
- 7.7 Resident Project Representative - In connection with observations of Contractor's Work while it is in progress and coordination with City Staff, HDR may make up to fifteen (15) visits to the Site to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by HDR are not intended

to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to HDR in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on HDR's exercise of professional judgment as assisted by the Resident Project Representative, if any. HDR will check with City Staff documentation and review based on MoDOT requirements. Based on information obtained during such visits and observations, HDR will determine in general if the Work is proceeding in accordance with the Contract Documents, and HDR shall keep Owner informed of the progress of the Work.

- 7.8 Final inspection - HDR shall conduct a final inspection to determine if the completed Work of Contractor is acceptable so that HDR may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, HDR shall also provide a notice that the Work is acceptable to the best of HDR's knowledge, information, and belief and based on the extent of the services provided by HDR under this Agreement.
- 7.9 Record drawing completion - HDR shall prepare a set of construction record drawings based upon records kept by Contractor and City's Resident Project Representative during Construction. These drawings will be provided to the Owner in paper and electronic format.
- 7.10 MoDOT Project Closeout - HDR shall assist the City with MoDOT closeout within 60 days of final acceptance as required. Documentation includes: final invoice, project certification, settlement of claims, final change order, final lien waiver, and affidavit compliance with prevailing wage.
- 7.11 Overall Project Management – Perform project management, scheduling, and cost control for the project.

KEY PROJECT UNDERSTANDINGS

Project Assumptions

- The City will set up a project Steering Committee to help inform the Project Team about the desires and interests of the community and to represent the viewpoints of the general public.
- Project does not include utility relocations or reconstruction except as specifically detailed in this scope of service.
- City will provide coordination assistance with property owners/business managers for discussions involving access to their specific properties/businesses.
- Project will only be bid one time.
- City staff will provide full time construction observation. HDR can provide this service if the City so chooses as an additional service.
- HDR will provide easement conveyance documents to the City. The City will obtain the easements and appraisals as needed.
- City will provide as-built drawings of the existing bridge.
- Contractor or City will provide necessary Construction Materials Testing.
- Submittals to MoDOT are assumed to be electronic.

Additional Services

Any additional services performed beyond the scope of work will be negotiated on a time and materials basis. These may include, but are not limited to:

- Additional construction resident project representative
- Relocation of utility systems not specifically detailed in the scope of services
- Attendance at meetings or presentations not specified in the scope, including but not limited to additional Board of Aldermen Meetings or Public Meetings/Open Houses.

Smithville Scope of Services
Bridge Street Streetscape Phase III - Tap-3302(434)

SCHEDULE

02/16/22	Notice to Proceed
03/01/22	Kickoff Meeting
08/01/22	Preliminary Plans to the City
08/10/22	Plan In-Hand Walkthrough
09/06/22	Board of Alderman Presentation
09/23/22	Preliminary Plans to MoDOT
02/01/23	PS&E Submittal to MoDOT
04/01/23	MoDOT PS&E Approval
05/01/23	Advertisement for Letting
06/01/23	Bid Opening
07/01/23	Construction Contract Award
12/01/23	Construction Completion (150 days for construction assumed)
02/01/24	MoDOT Project Closeout

FEE

The CITY shall compensate ENGINEER for the Downtown Streetscape an amount not to exceed:

Part 1 – Design

Task 1 – Topographic Survey (Base Services)	\$19,580
Task 2 – Environmental (Base Services)	\$17,950
Task 3 – Preliminary Design (Base Services)	\$61,710
Task 4 – Final Design (Base Services)	<u>\$58,980</u>
Subtotal Part 1 Base Services	\$158,220
Task 5 – Additional Bridge Enhancement (Optional)	<u>\$23,160</u>
Subtotal Part 1 Base & Optional Services	\$181,380

Part 2 – Bidding and Construction

Task 6 – Bidding (Base Services)	\$12,070
Task 7 – Construction (Base Services)	\$53,150
Subtotal Part 2 Base Services	\$65,220

Grand Total (Part 1 & 2)

Grand Total (Base Services)	\$223,440
Grand Total Base & Optional Services	\$246,600

Page 5 of 6

Smithville Streetscape Phase 3 - Bidding & Construction
Scope and Fee 02/07/2022

Staff Name	Brousseau Senior Project Manager I	Wiebelhorst Engineer IV	Call Engineer I	Sherman Civil/GIS Technician IV	Benmar Engineer III	Henningsen Engineer III	Boyd Engineer III	Russ Civil/GIS Technician II	Myrland Project Assistant I	Fulmer Project Accountant II	Berne Admin Assistant	Spitzberger Senior Technical Specialist	Gribble Engineer IV			
Rate Schedule Code																
Project Role																
Billing Rate	\$250.00	\$170.00	\$110.00	\$145.00	\$150.00	\$150.00	\$150.00	\$110.00	\$95.00	\$115.00	\$80.00	\$280.00	\$170.00	HR Expenses	Subconsultants	Total
TASKS																
F. Task 6 - Bidding																
1 Prepare bid package		1		2										\$200		\$600
2 Pre bid conference		4	2											\$100		\$1,000
3 Bidder's questions and addenda	2	12	4	4	2	2	4	2				2	4			\$6,220
4 Bid opening		8	4											\$50		\$1,850
5 Bid award		4	4	4							8					\$2,140
Subtotal Hours	2	29	18	10	2	2	4	2	0	0	8	2	4			
Subtotal Dollars	\$500	\$4,930	\$1,580	\$1,450	\$300	\$300	\$600	\$220	\$0	\$0	\$640	\$560	\$680	\$350	\$0	\$12,070
Total Task 6																\$12,070
G. Task 7 - Construction																
1 Pre construction conference		4	4											\$50		\$1,100
2 Submittal Reviews	4	20	40			4	12					4	6			\$11,340
3 Address RFI's		5	5			2	4					4	6			\$4,440
4 Issue change orders		10	10			2	4					4	6			\$5,640
5 Review payment applications		10	10													\$2,800
6 Monthly progress meetings		15	15													\$4,200
7 Resident Project Representative			120											\$250		\$13,950
8 Final inspection		4	4				2							\$50		\$1,470
9 Record drawing completion		2		2			1	2				1				\$1,180
10 MacDOT Project Closeout		8			4						10					\$2,700
11 Overall project management		5							5	5						\$1,900
Subtotal Hours	4	83	208	2	4	8	23	2	5	5	10	13	18			
Subtotal Dollars	\$1,000	\$14,110	\$22,880	\$290	\$600	\$1,200	\$3,450	\$220	\$475	\$575	\$800	\$3,640	\$1,060	\$800	\$0	\$53,150
Total Task 7																\$53,150
Total Hours	6	112	222	12	6	10	27	4	5	5	18	15	22			866
Total Billing Amount	\$1,500	\$19,040	\$24,420	\$1,740	\$900	\$1,500	\$4,050	\$480	\$475	\$575	\$1,480	\$4,200	\$1,740	\$1,200	\$0	\$65,220

Estimated Project Fee \$65,220

EXHIBIT C
RFQ 22-04 BRIDGE ST - STREET SCAPE PHASE III

December 15
2021



Statement of Qualifications
Bridge St. Streetscape
Phase III From
Church St. to First St.

RFQ #22-04/Tap-3302 (434)

City of Smithville, Missouri





December 15, 2021

City of Smithville, Missouri
Charles Soules - Director of Public Works
107 W. Main Street
Smithville, MO 64089

RE: RFQ #22-04 Engineering Services TAP-3302 (434) Bridge St. Streetscape Phase III from Church St. to First St.

Dear Mr. Soules,

It has been our pleasure to partner with the City of Smithville on the transformation of its downtown through the development and implementation of the first two phases of your Streetscape project. The results have clearly had a positive impact on the community. HDR is excited for the opportunity to see this project through to the finish with the current Request for Qualifications. We are committed to leveraging our experience, knowledge, resources, and expertise to help support the City through the design and construction of this important project. Key benefits our team brings in this effort include the following:

Ideal mix of local knowledge and federal funding requirements. Our project leadership, **Aaron Bresette** and **Mitch Wiebelhaus**, have been involved in this project since its inception and understand the City's primary project drivers. Our team is made up local professionals who have worked on a multitude of projects that adhered to MoDOT's Local Public Agency (LPA) manual requirements for federal funding. The funding is a benefit to the City, one which allows you to stretch your local dollars into a larger project. Federal funding involves requirements that must be adhered to for environmental permitting, pedestrian and bicycle design, and right-of-way acquisition. Our team has successfully guided many municipalities through the MoDOT LPA process and is excited to continue doing so for the City of Smithville.

Full understanding of the technical challenges of this project. While the conceptual drawings of the corridor maintain parallel parking on both sides of the street between Church Street and the bridge, there may be opportunities to narrow this section of roadway to provide improved pedestrian conductivity, bicycle facilities, more site amenities and reduce the necessity for easements. In addition, our structural engineer, **Darin Splittgerber**, has relevant experience retrofitting railing and lighting enhancements for existing bridges that will be a benefit to the City.

A people-focused, interactive approach to planning and design. HDR has learned from experience that community awareness and proactive outreach are intertwined and paramount to the delivery of downtown revitalization projects. Our strategic communication lead, **Chris Deffenbaugh**, will provide his public involvement expertise and he will support the City as it obtains focused feedback. We believe in a top-down approach to community engagement and have successfully utilized advisory groups on other, similar projects to gain advanced input and build consensus. Using key stakeholder feedback, we will develop and host public open house meetings at key project milestones. We will pair in-person activities with mailed and online resources, such as a project website, digital public relations and newsletters, and in the service of the community and our team, build consensus for the project.

We are excited for the opportunity to apply our experience and knowledge and look forward to supporting the City of Smithville's continued downtown revitalization. If you have any questions, please do not hesitate to contact us.

Sincerely,
HDR Engineering, Inc.



Mitch Wiebelhaus, PE
Project Manager
816.347.1161
Mitchell.Wiebelhaus@hdrinc.com



Aaron Bresette, PE
Principal-in-Charge & Quality Control
816.347.1120
Aaron.Bresette@hdrinc.com



Table of Contents

A	Statement of Qualifications	01
B	Client References	06
C	Additional Information	10
	E-Verify	
	Memorandum of Understanding	
	Exhibit 1	
	Exhibit 2	
	RFQ and Contract Requirements	



Tab A

Statement of Qualifications

PROPOSER DETAILS

HDR Engineering, Inc.
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.360.2700

POINT OF CONTACT

Mitch Wiebelhaus, PE
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.347.1161



TRUST AND LEADERSHIP

Our project management approach is built on trust, a clear definition of shared goals, and a mutual understanding of the

necessary steps to achieve those goals and exceed your expectations.

Our project manager, **Mitch Wiebelhaus**, along with HDR's Principal in Charge, **Aaron Bresette**, have proven experience in overseeing the planning, design, and construction of numerous types of projects across the region. Their attention to detail and client responsiveness has been instrumental in bringing about successful outcomes and repeat business for many communities. We're proud to include Smithville as one of them.

Great projects result from visionary leadership and the successful collaboration of client and consultant staff. Mitch will provide the leadership to make sure your project goals are met, and that day-to-day activities are completed on time, within budget, and to your specifications.

Mitch will manage the Project Team, lead HDR's communication with the City, lead our design efforts, be responsible for all project deliverables, schedule all progress meetings, and perform all other necessary project management duties.

Statement of Qualifications

Project Manager Experience

HDR will provide a focused team led by **Mitch Wiebelhaus**, a project manager with proven success leading multi-disciplinary design teams. His experience on both Phase 1 and 2 of Smithville's downtown revitalization, as well as assisting the City with the TAP grant request, will provide the City the benefit of his knowledge of the specific challenges in this phase. He will draw upon a team of design professionals with relevant project experience to develop solutions to the project challenges.

Mitch is a proven project manager with over a decade of experience to keep a schedule on track, meet a budget, produce quality documents, and effectively manage resources. He embodies our client-centered management approach and has proven himself an attentive and responsive service provider with the technical "know-how" to successfully execute this Streetscape Project for the City.

Mitch has a solid background in site development for a variety of private, municipal, and federal facilities, including complex site designs for new hospitals at several Air Force Bases where ADA accessibility was a critical component. His primary focus is centered on working with municipalities, including Smithville, to deliver storm drainage, water, and transportation projects. Specific examples of his ability to ensure value to the City for the Bridge Street Streetscape Phase III Project include:

- Mitch's experience on the first two phases of Smithville's Streetscape project, as well as planning level efforts for this current phase, will provide myriad benefits to the City. His unparalleled knowledge of the corridor and the pallet of design elements used on the previous phases will allow him to accelerate the design schedule and provide a finished project that fits seamlessly with the downtown.
- The breadth of knowledge Mitch gained working on diverse site development and municipal engineering projects for both large and small clients throughout his career provides him the insight to keep the City's best interests front and center, and to find economical solutions to meet the City's challenges.

Key Staff Experience



Aaron Bresette, PE
Principal-in-Charge & Quality Control

INDUSTRY / HDR TENURE
27 years / 15 years

Aaron is the Section Manager for Municipal Engineering Services for HDR's Missouri-Kansas operations and has a wide background in engineering design and construction management services. He has overseen all facets of planning, design, and construction management of urban street and utility enhancement projects throughout his career. He has managed multiple projects with federal aide utilizing MoDOT/KDOT LPA requirements:

- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization Ph 3 (MoDOT STP Funding)
- Council Bluffs Downtown Streetscape Ph 1 - Ph 5



Braden Beamer, PE
MoDOT LPA Liaison

INDUSTRY / HDR TENURE
9 years / 8 years

Braden is a Professional Engineer with nine years of experience in transportation engineering. His experience includes interstate, municipal transportation, rail design, bicycle, pedestrian, ADA design, and development of roadway drainage designs. Braden is MoDOT LPA certified and has lead projects with MoDOT and KDOT funding. He has experience with LPA requirements for NEPA, SHIPO, ADA, and construction.

- North Green Hills Road, Kansas City, MO (MoDOT LPA process, federal funding)
- Salina Downtown Streetscape Improvements, Salina, KS
- Switzer Road, Overland Park, KS (KDOT LPA process, federal funding)



Troy Henningson, PLA, LEED AP, ASLA, CLARB
Landscape Architect

INDUSTRY / HDR TENURE
24 years / 21 years

Troy is a registered landscape architect with experience in creating places that people want to be. His responsibilities involve many aspects of landscape architecture and urban design, including parks and recreation projects, downtown streetscapes, urban plazas, corridor planning, planting plans, and master planning for both infill and greenfield projects. Troy is the Landscape Architect who developed the enhancement concepts for the first two phases of Smithville's Downtown Streetscape project.

- Plattsmouth Main Street Streetscape
- Salina Downtown Streetscape Improvements
- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization



Darin Splittgerber, PE
Structural Engineer

INDUSTRY / HDR TENURE
26 years / 25 years

Darin is the Bridge Design Section Manager in HDR's Kansas City office and is responsible for managing design activities among 20 Design engineering and cad Technicians. He also manages Bridge design projects and provides quality control reviews for bridge deliverables to our local clients. For the City of Smithville, Darin was the Lead Engineer on the Second Creek Road Bridge Replacement and the Amory Road Box Culvert at Rocky Branch Creek. Darin recently was the lead engineer on the City of Olathe Lone Elm Bridge where outside sidewalks were added to an existing steel girder bridge and decorative fence and illuminated concrete columns were installed.

- Lone Elm Bridge over BNSF, City of Olathe, KS (KDOT LPA process, federal funding)
- Baltimore Bridge over I-670, City of Kansas City, MO (MoDOT design)
- Three Trails Pedestrian Bridge over I-435, Kansas City, MO (MoDOT LPA process, federal funding)



Tyler Litton

Construction Administration

INDUSTRY / HDR TENURE

10 years / 7 years

Tyler has been an integral part of HDR's Construction Inspection Department as a Resident Project Inspector. His responsibilities include daily construction site observation and documentation of construction activity. In addition, he is responsible for maintaining a daily log of site personnel equipment material quality assurance and testing. Tyler's experience as a construction inspector includes: Sanitary Sewers, Waterlines, Curb and Gutters, Storm Sewers, Drainage Structures, Street/Roadway/Sidewalk Installation.



Chris Deffenbaugh

Public Relations

INDUSTRY / HDR TENURE

23 years / <1 years

Chris is the Missouri-Kansas regional lead for HDR's Strategic Communications group and has 10 years of experience managing and supporting projects for transportation and power clients. Chris is adept at identifying opportunities and engagement solutions for projects that benefit unique public stakeholder groups.

Project Approach

A downtown street streetscape project requires the coordination of multiple critical elements. All these elements must be carefully considered and addressed during project delivery for a project's success. HDR is in a unique position for this project as we have completed the first two phases of the City's downtown revitalization. We understand the opportunities and challenges from the previous phases. We look forward to the unique challenges this phase will present. HDR's approach to deliver the streetscape project has five main parts: public engagement, scope confirmation, design, bidding/construction, and Schedule.

Public Engagement

Communication and engagement with the right groups at the right time will be critical for the success of this project. It is critical that the public engagement begins immediately to kick-off the Project. In the first phase of the downtown streetscape, HDR conducted a vision plan including a project tour, workshops, open houses, and board presentations. This information will establish the foundation of our design but knowing that some project elements and stakeholders have changed, HDR will supplement the findings of this with additional public stakeholder meetings. HDR's skilled public involvement lead, **Chris Deffenbaugh**, is ready to support the City's efforts to disseminate project information to the downtown businesses and stakeholders to obtain relevant feedback. We will work with the City to identify stakeholders and issues. Our initial recommendation for public involvement and communication efforts includes hosting public open house meetings at the beginning of the project and after the preliminary design has been completed. HDR can also write and produce clear, professional, and attention-grabbing public information materials, if desired, for the City newsletters, website, or social media.

This project is outside of the main business corridor but we understand there are impacts to customers, the First Christian Church, and a handful of private properties.



Scope Confirmation

HDR has had initial conversations with the City to assist with developing the scope and obtaining the MoDOT funding for this phase of streetscape. We will continue to finalize this scope and develop a list of “must-have” elements and establish a priority matrix for other elements. The goal at the beginning of the project is to establish the baseline scope and cost estimate to confirm the project budget. Some key elements to discuss:

- Traffic calming designs
- Driving and parking lanes
- Bicycle accommodations
- City Parks Master Plan for the Riverwalk
- Project limits
- Rail/lighting on the bridge
- Landscaping and brick accents



Design

Once the project’s scope and budget have been established and presented to the public, HDR will quickly move into the design process to develop preliminary and final plans for construction. While there are too many elements involved in the design process to fit within this response, we are including the following key design aspects:

MoDOT Coordination - HDR is a prequalified consultant through MoDOT. We have the LPA-trained staff to assist the City with the MoDOT requirements. Our local office has successfully navigated federal funding from both MoDOT and KDOT projects. Utilizing his experience with MoDOT and the LPA process, **Braden Beamer** will assist by advising the City and HDR team on the MoDOT LPA requirements.

ADA Compliance - HDR has extensive experience with accommodating ADA requirements on street rehabilitation projects. This will apply to all pedestrian ‘routes’ including curb ramps, at crossings, sidewalks, and building entrances. Although this project will only require a few ADA ramps, this is still a key criterion for federal funding requirements.

Utility Coordination - HDR will contact all utility owners in the project area and coordinate ways to minimize impacts through our design solutions. Because of unmarked utilities in the historic downtown, the first phase of the City’s streetscape required many existing utilities to be relocated. HDR assisted with over 3,000-linear feet of gas, communication, and electrical lines due to conflicts. Our team will coordinate early with the utilities to determine where facilities are and if they plan/need to make any improvements. Upgrading utilities ahead of or during the streetscape project is ideal as it will minimize disruption and overall construction costs. The key to these types of partnerships is an open line of communication and frequent coordination.



HDR has worked with MoDOT for decades on some of their largest and most challenging projects. Our KC office has multiple people with LPA Certification who are very familiar with the federal funding requirements. For this project, **Brandon Beamer** will support our efforts to successfully deliver this project.

Corridor Improvement - Whether it is for safer traffic flow, bicycle facilities, parking, improve storm drainage, corridor beautification, or a combination of them, HDR has the experience to properly reshaping corridors to meet the needs of the community. After feedback is received from the City and community, HDR will continue to develop the corridor that will enhance these features and accomplishes the goals of the City.

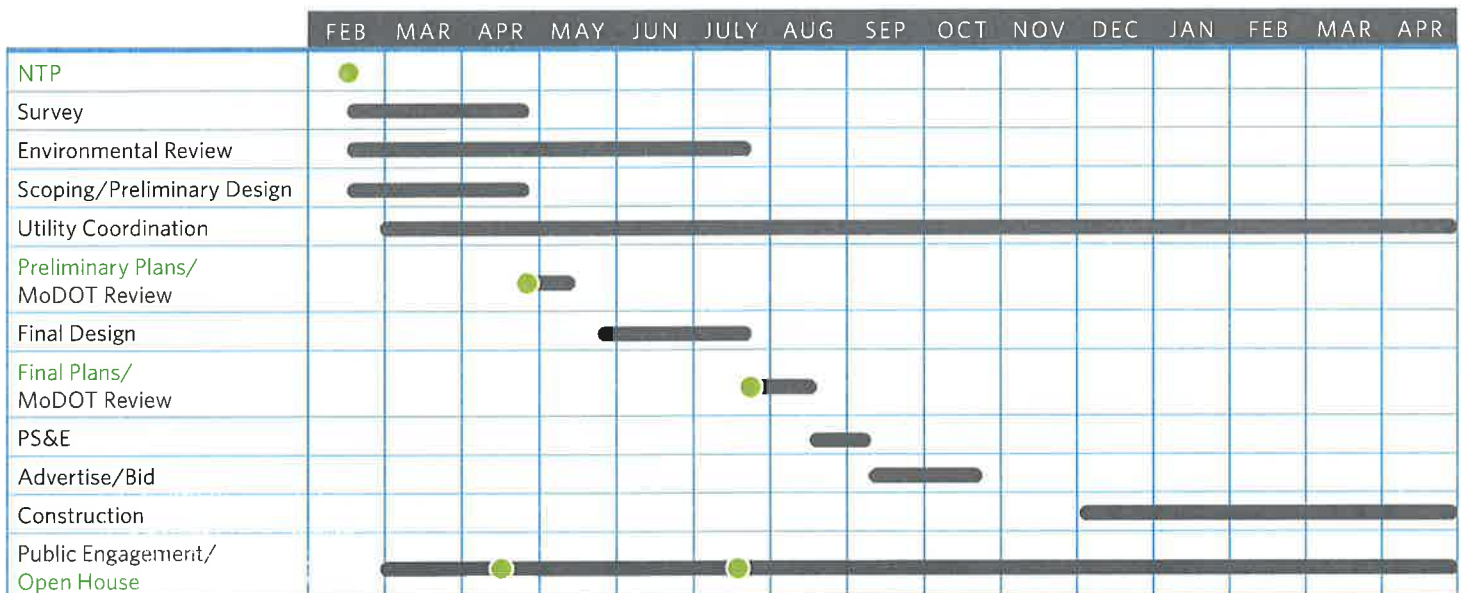
Easements - HDR anticipates only temporary construction easements are necessary for this project. Even temporary easements can be difficult to get with MoDOT requirements, easements are a primary concern when considering the project schedule. HDR will provide the City easement description and conveyance documents early in the project (after preliminary design). This will offer the City ample time to get the easements signed by the applicable property owner.



Bidding and Construction

HDR will provide bidding and construction support services to assist the City during the course of construction. Our team can participate at various levels of construction observation, depending on Smithville's ability and availability to self-perform this work. We have resident project representatives that have trained in LPA projects and can assist the City's communication with MoDOT through construction. We will attend and participate in regular construction coordination meetings. Our Team will track and manage the contractor's submittals, review shop drawings, and respond promptly. We will address contractor Requests for Information and issue change orders. Our Team will conduct a punch list walk-through of the project that will identify all work items which must be corrected before substantial completion can be obtained.

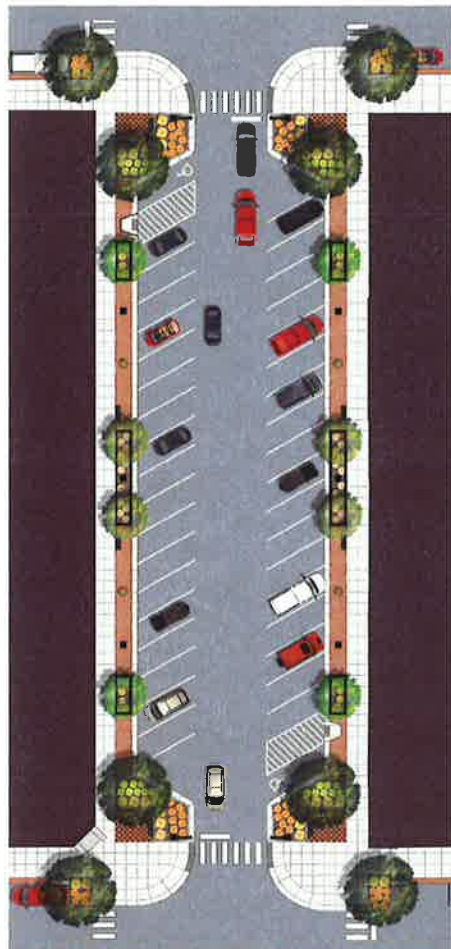
Schedule





Tab B

Client References



Plattsmouth Main Street Streetscape

City of Plattsmouth, Nebraska

The Plattsmouth Main Street Streetscape project was completed in coordination with state-mandated underground utility work and provided an opportunity to make significant improvements in the appearance of the above-ground pedestrian environment. The project focused on six blocks of Main Street and included brick pavers, native landscaping, classic streetlights, an acoustic sound system, and complementary site furnishings. Corner nodes were the focal point of the project and dimensioned to accommodate truck traffic and shorten the distance for pedestrians crossing the street. Brick paving accents, wayfinding, signage, and public art celebrate these corners as key community gathering spaces. As a historic Main Street, the new streetscape concept drew design details from historic Plattsmouth. Combined with a parallel downtown revitalization plan that incentivizes the restoration of Main Street's historic facades, this streetscape project is making real the City's long-awaited hopes. With this streetscape investment and ensuing facade enhancements, historic Main Street Plattsmouth is one step closer to reclaiming its title as the "Jewel of the Platte."

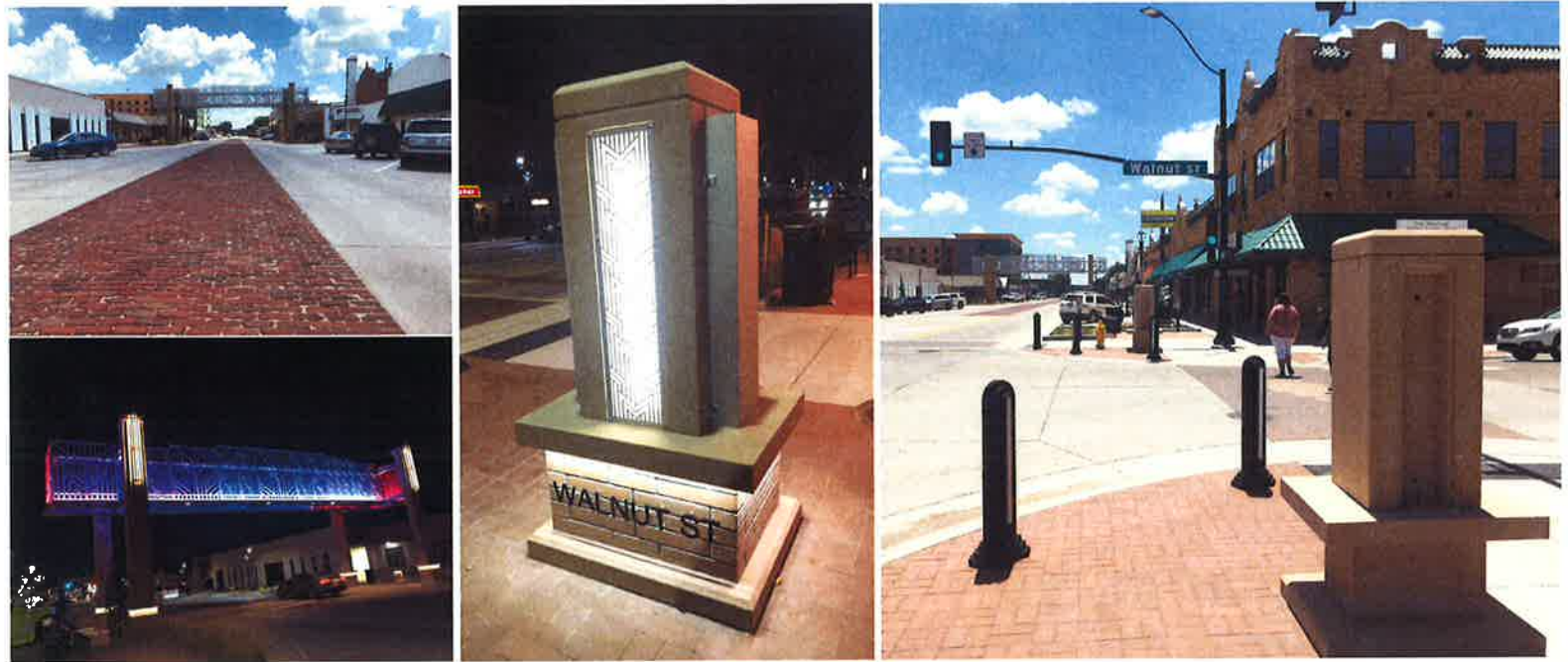


CLIENT REFERENCE

Erv Portis, City of Plattsmouth
136 North 5th Street
Plattsmouth, NE 68048

KEY PROJECT STAFF

Troy Henningson



Salina Downtown Streetscape Improvements

City of Salina, Kansas

Santa Fe Avenue is the lifeblood of Downtown Salina, with just under one mile of prime retail and shopping destinations. Designed in the art deco architectural style, many of the buildings, including the historic Stiefel Theater, are quite ornate and architecturally significant. The streetscape project put Santa Fe Avenue on a "road diet" and transformed it from a four-lane to a three-lane section. This allowed for the sidewalks to be widened and an expansion of existing parking stalls. The center lane became a temporary loading and unloading area for trucks serving the surrounding businesses and was accentuated with repurposed brick pavers from the former roadway. Treatments along the sidewalk improved the downtown aesthetic by adding area-appropriate trees that provide storefront visibility and adequate shade. Additional enhancements included: brick paver accents that tied into the colors of the adjacent buildings, raised planter pots that bring in seasonal color, planting beds with an assortment of colorful perennials, and a family of street furnishings that are comprised of sleek, black metal components. Four urban plazas were also included in the project, and each took on their own individual appearance while serving a variety of flexible functionality. Specialty lighting, entrance monuments, overhead pedestrian crossing structures, and accommodations for public art set this streetscape apart from other downtowns. Construction on this \$11 million project began in spring of 2018 and was completed in the fall of 2020.

CLIENT REFERENCE

Dan Stack, PE, City Engineer
City of Salina
300 W. Ash St.
Salina, KS 67401
(785) 309-5725
Dan.Stack@salina.org

KEY PROJECT STAFF

Troy Henningson, LA
Braden Beamer



Downtown Streetscape Ph 1 & Ph 2 Improvements

City of Smithville, Missouri

Main Street is the entryway from US Highway 169 to Smithville's historic downtown business district and is a primary gateway to Smithville Lake, a regional recreational amenity. For most of the corridor's history it was under the jurisdiction of MoDOT, previously designated as Highway DD, and was overdue for revitalization. With the City taking over control of the corridor, the Smithville Downtown Streetscape project started with an HDR-led community Vision Plan. HDR developed a step-by-step plan to gain input from City officials, stakeholders, and property owners through various forms of community engagement. This included a kickoff meeting where stakeholders and the design team walked the corridor together, evaluating assets for preservation and challenges to be solved. This was followed by a visioning workshop, which set the stage for the current and future project phases, and a public open house to present the proposed improvements to the public. This process provided the design team with valuable input on public priorities, specifically the amenities that Smithville residents and business owners wanted incorporated into the project.

The project included improvements to eight city blocks and included a "road diet" that allowed the street to be narrowed and accommodated wider ADA compliant sidewalks with brick accents and decorative lighting. This transformed the roadway's dynamic, from a strictly vehicular corridor to an environment where pedestrians and bicycles are comfortable, and Smithville residents and visitors want to linger and enjoy the parks and locally owned businesses.

As with many historic neighborhoods, much of the underground utility infrastructure was aged and beyond its useful life. The project included nearly 2,000-linear feet of storm piping with new curb inlets, and 8,700-linear feet of new water lines. In addition, extensive coordination with third party utilities occurred to allow portions of the overhead power infrastructure to be relocated below ground, gas lines to be replaced, and telecom fiber optic lines to be constructed.

CLIENT REFERENCE

Cynthia Wagner, City Administrator
816-532-3897
cwagner@smithvillemo.org

KEY PROJECT STAFF

Aaron Bresette, Phase 1 Project Manager
Mitch Wiebelhaus, Phase 1 Project Engineer, Phase 2
Project Manager
Troy Henningson, Landscape Architect



Downtown Revitalization Ph 1, 2, & 3

City of Warrensburg, Missouri

The City of Warrensburg's downtown revitalization project was a multi-year process that transformed a historic but underutilized area into a shopping district that would attract visitors disembarking at the Amtrak Depot and students from the nearby University of Central Missouri. Ten city blocks were revitalized in three project phases. The first was funded through Community Development Block Grants Programs (CDBG), the second phase was completed with City funds, and the third utilized a combination of MoDOT Statewide Transportation Improvement Program and CDBG funding.

All phases included new curbs with bumpouts at pedestrian crossings, ADA compliant sidewalks with brick paver accents, decorative pedestrian lights, street trees, and matching stone planter beds. By realizing efficiencies during the planning process, the City was able to improve existing storm and sanitary sewer lines within the project area. Improvements included new storm pipe and curb inlets, replacing the sanitary sewer, and coordination with Missouri American for the replacement of water lines. Additionally, Evergy overhead power lines were relocated below ground in congested locations.

The project required extensive communication with affected business and property owners. HDR presented project information at several public open houses and led one-on-one meetings with impacted business owners. Building investigations were required to determine if coal chutes and underground vaults were located beneath sidewalks. HDR completed structural evaluations and developed methods to modify the building foundations to eliminate the abandoned vaults.

CLIENT REFERENCE

William Graves, Project Manager
660-262-4664
wgraves@warrensburg-mo.com

KEY PROJECT STAFF

Aaron Bresette, PM



Tab C

Additional Information



Employment Eligibility Verification

Welcome
Nicole RicheUser ID
NRIC1035Last Login
09:51 AM - 07/20/2010 Log Out[Home](#)**My Cases**[New Case](#)[View Cases](#)**My Profile**[Edit Profile](#)[Change Password](#)[Change Security Questions](#)**My Company**[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)**My Reports**[View Reports](#)**My Resources**[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)**Company Information****Company Name:** HDR Engineering, Inc.[View / Edit](#)**Company ID Number:** 42021**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 8404 Indian Hills Drive**Address 2:****City:** Omaha**State:** NE**Zip Code:** 68114**County:** DOUGLAS**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:** 470680568**Total Number of Employees:** 100 to 499**Parent Organization:****Administrator:** HDR**Organization Designation:****Employer Category:** Federal Contractor with FAR E-Verify Clause**Federal Contractor Category:** None of these categories apply**Employees being verified:** Entire workforce (all new hires and all existing employees throughout the entire company)**NAICS Code:** 541330 - ENGINEERING SERVICES[View / Edit](#)**Total Hiring Sites:** 80[View / Edit](#)**Total Points of Contact:** 1[View / Edit](#)

New ASD

Company ID Number: 42021

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **HDR Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Jackson)

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:

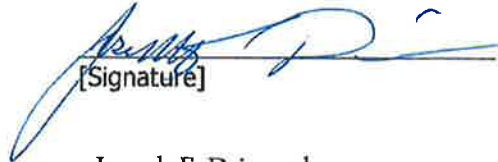
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Joseph E. Drimmel, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Joseph E. Drimmel and I am currently Sr. Vice President of HDR Engineering, Inc. (hereinafter "Contractor"), whose business address is 10450 Holmes Rd., Ste. 600, Kansas City, MO 64131, 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.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. 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]

Joseph E. Drimmel

[Printed name]

Affiant Subscribed and sworn to before me this 14th day of December, 2021.


[Notary Public]

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990

My Commission Expires 1-19-2023

Commissioned in Cass County

Commission # 15424990

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (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

EXHIBIT 2

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFQ # 22-04 ENGINEERING SERVICES FOR BRIDGE ST. STREETSCAPE DESIGN

I, Joseph E. Drimmel, hereby representing
(Agent Submitting RFQ)

HDR Engineering, Inc., have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

HDR Engineering, Inc.
Company Name

10450 Holmes Road, Suite 600
Address

Kansas City, MO 64131
City/State/Zip

816.360.2700
Telephone

47-0680568
Tax ID No.

Joseph E. Drimmel
Authorized Person (Print)


Signature

Sr. Vice President
Title

12/14/21
Date

joseph.drimmel@hdrinc.com
E-Mail Address

HDR does not have any significant exceptions, rather a few minor revisions. Our comments are included in the following documents:

- Article II Proposal Instructions
- Article III General Terms and Conditions
- Professional Engineering Services Agreement



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1217, Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1217, approving a water and wastewater leak adjustment request.

SUMMARY: The City has received notice from Jason Farmer, a residential utility billing customer, of a repaired water leak and his request for a water leak adjustment. All requirements set forth in Ordinance 2989-18 have been met.

On or about February 27, 2023, the Utilities Department obtained electronic reads of water usage for the month of February. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Jason Farmer had started the cycle with a read of 6,603 and finished the February cycle with a read of 8,730, which resulted in consumption of 212,700 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Jason Farmer has provided proof of repair/maintenance of the sprinkler leak which caused the high usage during the February billing cycle.

If approved, the leak adjustment would issue a credit of \$2,338.52 to Jason Farmer's utility account.

PREVIOUS ACTION:

The Board has approved previous leak adjustments in this fiscal year when conditions have been met.

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$2,338.52

ATTACHMENTS:

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

RESOLUTION 1217

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST.

WHEREAS, the City approved Ordinance No. 2989-18 amending Section 705.110 of the Code of Ordinances on February 6, 2018; and,

WHEREAS, Jason Farmer, a residential utility billing customer with account 06-004120-01, has notified the City of a water leak and is requesting a leak adjustment; and,

WHEREAS, the conditions set forth in Section 705.110 of the Code of Ordinances as amended have been met; and,

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$2,338.52;

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

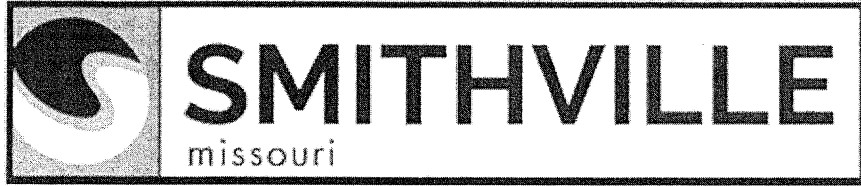
A water and wastewater leak adjustment in the amount of \$2,338.52 shall be credited to account 06-004120-01 of residential utility billing customer Jason Farmer.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of April, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Jason Farmer

Utility Service Address: 415 Lakeview Drive

Utility Account Number: 06-004120-01

The residential utility billing customer referenced above has notified City staff of a water leak and is requesting a leak adjustment. City staff has verified the water consumption of the month(s) in question is more than two (2) times the monthly average for this property, no other leak adjustment has occurred in the previous thirty-six (36) month period, covers a single event and repair receipts have been provided.

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$2,338.52 at the Board of Alderman meeting on 4/18/23.

I, Jason Farmer, agree to attend the Board of Alderman meeting referenced above, and understand that my failure to be present is cause for the Board of Alderman to deny my request.

Upon resolution by the Board of Alderman, I, Jason Farmer shall make payment in full or make formal payment arrangements with City staff no later than ten days (10) following the Board of Alderman consideration. I understand that failure to do so will result in imposition of late fees and/or disconnection of service.

Jason Farmer (Jason Farmer)
Customer's Signature Date 4/6/2023



March 10, 2023, 10:23 am



Service Address:

415 Lakeview Dr
Smithville, MO 64089
Account Number: ACCT-259745

I60 Repair-Service - RES

Dear Jason,

Today we repaired the broken male adapter on the outlet side of the backflow. We used a brass nipple with a reinforced female adapter to strengthen the connection.

Thank you for your business!
Tom Dingell,
tomdingell@ryanlawn.com
9133042653

Your invoice for this service will be sent to you soon including tax and discounts.

falsetrue



Our Mission: To serve God by helping our clients create beautiful, sustainable environments while we create opportunities for our associates and



March 10, 2023, 10:37 am



Service Address:

415 Lakeview Dr
Smithville, MO 64089
Account Number: ACCT-259745

ISB Irrigation Activation - BG

Dear Jason,
Today I was out to activate your irrigation system.

I turned the water on at the tap and checked the system for leaks.

I adjusted the heads, rotors and nozzles as needed for maximum coverage.

I set your controller to the OFF position. Turn dial to RUN when ready to water. The current schedule is set as shown below.

M W F , and the start time is ____7:00____ am

The controller programming is set for spring watering and should be monitored and adjusted as needed for seasonal weather changes.

We recommend having a summer inspection to make sure your scheduling is properly adjusted for the season and make any coverage adjustments that may have come up since our last visit.

Thank you for your business!
Tom Dingell,
tomdingell@ryanlawn.com
9133042653

Your invoice for this service will be sent to you soon including tax and discounts.



Our Mission: To serve God by helping our clients create beautiful, sustainable environments while we create opportunities for our associates and



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1218, Chem-Sult as the approved vendor for water production chemicals

REQUESTED BOARD ACTION:

A motion to approve Resolution 1218, approving Chem-Sult as the approved vendor for water production chemicals.

SUMMARY:

In the production of water the City uses certain chemicals for coagulation of sediments and disinfection. Staff evaluates the properties and results of how different chemicals perform from different vendors. City staff has found that the products provided by Chem-Sult have proven to produce the best results. (see memo from Bob Lemley)

Annually the city uses approximately:

Sodium Chlorite 29,500 lbs.

Permanganate 7,200 lbs.

Polymer 6,500 lbs.

Coagulant 46,300 lbs.

Phosphate 6,000 lbs.

Sodium Hypochlorite 900 gals

We spend approximately \$90,000 - \$95,000 which is included in the budget.

PREVIOUS ACTION:

None

POLICY ISSUE:

Water Quality

FINANCIAL CONSIDERATIONS:

This expense is budgeted in the water plant production operation budget

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: memo

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1218

A RESOLUTION APPROVING CHEM-SULT AS THE PREFERRED VENDOR FOR WATER TREATMENT PRODUCTION CHEMICALS

WHEREAS, in the water treatment production process various chemicals are used to treat, disinfect and produce safe drinking water; and

WHEREAS, City staff has evaluated these chemicals from a number of vendors; and

WHEREAS, the products supplied by Chem-Sult provide the best results for Smithville's water.

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

THAT Chem-Sult is the City of Smithville's preferred vendor for water treatment production chemicals.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of April, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CITY OF SMITHVILLE

MEMO

To: Chuck Soules, Public Works Director

From: Robert Lemley, Utilities Superintendent

Ref: Treatment Chemicals Water Plant

Chuck,

This memo is about how we determine what chemicals we use at the water treatment plant.

The process for deciding which chemicals we use at the water plant is a long process. We must do a jar test which takes about two to three days of testing. If we feel the chemical is worth trying it will be introduced to the plant, and on average, a three-week study will be conducted. At the end of the study, we will talk pricing and supply.

In the past some chemicals worked fine in the jar test study, but when introduced to the plant, do not do as well. When this happens, we spend a lot of overtime processing the chemicals out of the plant, i.e., backwashing. This wastes a lot of water and manpower. We have also run into supply issues. Some companies promise to deliver on time, but always have an excuse when they can't deliver on time. This is unacceptable.

Chem-Sult, the current company we use right now, has a good product at a reasonable price. They deliver when asked and have been a good supplier for many years now.

We are always looking for a better product at a good price for our customers. Companies come in all the time, and we take the time to conduct jar tests. If the product works and is priced in market value, we will use them.

I recommend that the City purchase chemicals for the water treatment plant from Chem-Sult.

Thank you,

Robert J. Lemley,
Utilities Superintendent



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Election of Mayor Pro-Tem

REQUESTED BOARD ACTION:

The Board should make nominations to elect their representative to serve as Mayor Pro-Tem and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a Mayor Pro-Tem annually per City Ordinance.

Section 130.030. Acting President of The Board of Aldermen.

A. Pursuant to Section 79.090, RSMo, the Board of Aldermen shall elect one of their own number who shall be styled "Acting President of the Board of Aldermen" and who shall serve for a term of one year. The Acting President of the Board of Aldermen may commonly be referred to as Mayor pro tem.

B. Pursuant to Section 79.100, RSMo, when any vacancy shall happen in the office of mayor by death, resignation, removal from the City, removal from office, refusal to qualify or from any other cause whatever, the acting president of the Board of Aldermen shall for the time being, perform the duties of mayor, with all the rights, privileges, powers and jurisdiction of the mayor until such vacancy be filled or such disability be removed; or, in case of temporary absence of the mayor, until the mayor's return.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Election of Planning and Zoning Commission Member

REQUESTED BOARD ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Planning and Zoning Commission.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Planning and Zoning Commission. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- ☐ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☐ Contract
- ☐ Plans
- ☐ Minutes



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Election of Economic Development Committee Member

REQUESTED BOARD ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Economic Development Committee.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Economic Development Committee. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- ☐ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☐ Contract
- ☐ Plans
- ☐ Minutes



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Election of Parks and Recreation Committee Member

REQUESTED BOARD ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Parks and Recreation Committee.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Parks and Recreation Committee. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- ☐ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☐ Contract
- ☐ Plans
- ☐ Minutes



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration/Finance

AGENDA ITEM: Appointments to the Finance Committee

REQUESTED BOARD ACTION:

Mayor will make nominations and the Board will vote.

SUMMARY:

The Mayor will make nominations for the Finance Committee.

Appointments to committees and boards are needed regularly. The Mayor will make nominations and the Board will vote.

Finance Committee – Alderman Wilson
Alderman Shipley
April Haddock - Citizen

A vote will be needed for each nomination.

PREVIOUS ACTION:

POLICY ISSUE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

[Click or tap here to enter text.](#)

ATTACHMENTS:

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



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Appointment - Clay County Extension Council

REQUESTED BOARD ACTION:

Mayor will make nominations and the Board will vote.

SUMMARY:

Appointments to committees and boards are needed regularly. The Mayor will make nominations and the Board will vote.

The Clay County Extension Council has requested that the City of Smithville select an appointed representative for a two-year term to begin March 1, 2023 and end February 28, 2025.

Nominee – Erika Winston

PREVIOUS ACTION:

Andrea Plunkett was appointed in March 2021

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

March 3, 2023

Damien Boley
Mayor, City of Smithville, Missouri
City Hall
107 W. Main Street
Smithville, MO 64089

Dear Mayor Boley:

The University of Missouri Extension Council of Clay County is comprised of elected and appointed representatives who have the responsibility of working in partnership with the University of Missouri to provide a variety of educational programs and resources to the citizens of Clay County.

State legislation (MO RS 262.567) provides that cities with over 10,000 in population may appoint a representative to the Extension Council.

The current representative from Smithville, Andrea Plunkett, has missed the past 6 meetings. At this time, on behalf of the Clay County Extension Council, we would request that the City of Smithville select a new appointed representative to begin a two-year term to begin March 1, 2023 and end February 28, 2025.

The Clay County Extension Council holds their business meetings on the 4th Tuesday each month at 6 p.m. at the Clay County Annex, 1901 NE 48th Street, Kansas City, Mo. Our next meeting will be held April 25, 2023. We hope your new representative appointment will be able to participate in this meeting.

If you have additional questions about this request, please do not hesitate to contact me at the Clay County University of Missouri Extension Center: (816) 407-3490 or callahang@missouri.edu.

Sincerely,



GK Callahan, County Engagement Specialist
MU Extension – Clay County
1901 NE 48th St, Kansas City, MO 64118
callahang@missouri.edu
(Ext Office) 816-407-3490 (Cell) 858-254-1144