



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, June 18, 2024
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 YouTube 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/82080795061>

Meeting ID: 820 8079 5061

Passcode: **174205**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Proclamations**
 - Parks and Recreation Month
4. **Consent Agenda**
 - **Minutes**
 - June 4, 2024, Board of Aldermen Work Session Minutes
 - June 4, 2024, Board of Aldermen Regular Session Minutes
 - **Financial Report**
 - Finance Report for May 2024
 - **Resolution 1365, DWI Enforcement Grant Agreement**

A Resolution authorizing and directing the Mayor to sign the Driving While Intoxicated Enforcement Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training.
 - **Resolution 1366, Hazardous Moving Violation Grant Agreement**

A Resolution authorizing and directing the Mayor to sign the Hazardous Moving Violation Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training.
 - **Resolution 1367, Special Event Permit**

A Resolution approving a special event permit to Main Street District for the Hot Summer Nights event series to be held at Courtyard Park on August 3,10,17 and 24.
 - **Resolution 1368, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Chops BBQ and Catering for the Hot Summer Nights Event Series August 3,10,17 and 24.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. **Committee Reports**
 - Planning and Zoning Commission
6. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

7. Resolution 1369, Employment Agreement

A Resolution authorizing and directing the mayor to enter into a part-time employment agreement with Robert Lemley.

8. Resolution 1370, Employment Agreement

A Resolution authorizing and directing the mayor to enter into a part-time employment agreement with Antonia Augustin.

9. Resolution 1371, Site Plan Amendment for Thornell

A Resolution authorizing site plan approval for construction of a 7,800 ft² addition to its warehouse at 100 James Street.

10. Resolution 1372, South Employment Overlay District

A Resolution authorizing and directing the Mayor to sign a professional services agreement with Snyder & Associates, Inc. for planning services for South 169 Employment Overlay District in the amount not to exceed \$27,000.

11. Resolution 1373, Work Order for Water Plant Operations

A Resolution authorizing and directing the Mayor to sign a work order with HDR Engineering for Water Plant Operations.

OTHER MATTERS BEFORE THE BOARD

12. 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.

13. 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.

14. Adjourn



Proclamation

Designation of July as Park and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including the City of Smithville; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out- of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Smithville recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED I, Damien Boley, Mayor of the City of Smithville, and the Board of Aldermen recognize July as Park and Recreation Month in the City of Smithville.

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Administration/Finance/Police/
Parks

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

The Board of Aldermen can review and approve by a single motion. Any item can be removed from the consent agenda by a motion. The following items are included for approval:

- **Minutes**
 - June 4, 2024, Board of Aldermen Work Session Minutes
 - June 4, 2024, Board of Aldermen Regular Session Minutes
- **Financial Report**
 - Finance Report for May 2024
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- **Resolution 1367, Special Event Permit**

A Resolution approving a special event permit to Main Street District for Hot Summer Nights to be held in the downtown courtyard on August 3,10,17 and 24.
- **Resolution 1368, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Chops BBQ and Catering for the Hot Summer Nights Event Series August 3,10,17 and 24.

SUMMARY:

Voting to approve would approve the Board of Aldermen minutes, Finance Report and Resolutions.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

June 4, 2024 5:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 5:00 p.m. A quorum of the Board was present: Marv Atkins, Melissa Wilson, Ronald Russell, Kelly Kobylski and Dan Hartman. Leeah Shipley joined the meeting at 7:00 p.m.

Staff present: Cynthia Wagner, Gina Pate, Chief Lockridge, Chuck Soules, Jack Hendrix, Rick Welch, Matt Denton and Linda Drummond.

2. Presentation on Northland Workforce Development Center

Kathy Rose, Mayor of Riverside, explained to the Board why they were going to cities and business in the Northland to get the word out about the importance of their Capital Fund Project to raise money to build the new Northland Workforce Development Center.

Jeff Green, Director of the Northland Career Center, presented their campaign to raise funds to build the Northland Workforce Development Center at the location of 152 Highway and Platte Purchase Road. He noted that a larger facility would give them the ability to offer more courses. Mr. Green explained that the total cost of the facility is \$74 million, and they have raised around \$37 million to date.

Aaron Kratofil, graduate of the Northland Career Center, spoke to the Board about how the school has impacted his life and career choices.

Dr. Michelle Kratofil, Assistant Superintendent for the Smithville School District and Northland Career Center Advisory Board Chair, explained that the Board that the Smithville School District has the funds to send more students to the Northland Career Center but there are not enough openings for the students. She also noted that the location of the Northland Workforce Development Center will be a better location for the school.

Alderman Hartman asked if they had already purchased the land.

Mr. Green explained that they had already purchased the land with some of the grant funds they received.

Alderman Hartman asked their timeline for completion.

Mayor Rose said that the facility has to be completed by the end of 2026.

Alderman Russell asked how students were selected and if there were Smithville students on a waiting list and how many.

Mr. Green explained that the students apply, the applications are reviewed, the Northland Career Center then reaches out to the school counselors and then the students go and spend the day at the school.

Dr. Kratofil explained that there were some Smithville students on a waiting list, but she did not have the number.

Alderman Wilson asked if the Northland Workforce Development Center would offer evening classes.

Mr. Green explained that they would continue their community education programs and would also be able to grow that program at the new facility.

They asked that the Board and Smithville community help spread the word to help raise the remainder of the funds needed to build this new facility.

The Board thanked them for their presentation and the work they do.

3. **FY2024 6-Month Budget Review**

Rick Welch, Finance Director, presented the FY2024 6-Month Budget Review.

FY2024 Budget Comments

FY2024 amendments approved by the Board:

- **Budget Amendment #1:** On November 20, 2023, \$732,000 of expenditures to the CWWWS Fund. Expenditures are:
 - \$155,000 4th Street and 4th Terrace stormwater improvements
 - \$305,000 Quincy Boulevard stormwater improvements
 - \$200,000 Raw Water Pump Station construction
 - \$72,000 Playground Resurfacing at Smith's Fork Park and Heritage Park
- **Budget Amendment #2:** On March 5, 2024, \$30,000 of expenditures to the General Fund and \$200,831.87 of expenditures to the CWWWS Fund. Expenditures are:
 - \$30,000 West Central Missouri Regional Lodge #50 of the Fraternal Order of Police
 - \$116,713.60 First and Bridge Street Waterline Improvement
 - \$28,000 manhole replacement on Maple Street
 - \$29,796.27 final cost of motive pump maintenance
 - \$26,322 waterline under 147th Street
- **Budget Amendment #3:** On May 7, 2024, \$45,375.63 of expenditures to the General Fund and \$15,753.93 of expenditures to the CWWWS Fund. Expenditures are:
 - \$36,000.75 LAGERS upgrade to L-12 from L-7 (GF)
 - \$12,078.81 LAGERS upgrade to L-12 from L-7 (CWWWS)
 - \$9,374.88 IT services upgrade (GF)
 - \$3,675.12 IT services upgrade (CWWWS)

On May 7, 2024, \$460,000 of additional revenue and expenditures to the Transportation Sales Tax Fund and \$1,000,000 to the Capital Improvement Sales Tax Fund was approved as additional MARC grant funds were secured. Revenue and expenditures are:

- \$460,000 Commercial Street Sidewalk Project
- \$1,000,000 Streetscape Phase III
- \$4,350,000 COP budgeted in CWWWS fund, plus an additional \$2,344,510 for a total of \$6,694,510. Resolution 1307, go to market.

General Fund Review

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenues	\$ 6,266,986	\$ 6,695,853	\$ 3,845,330	61.4%

- 2nd Quarter FY2024 General Fund revenue projections are bolstered by the performance of property tax, sales tax, and interest earnings from available cash on hand.

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditures	\$ 7,100,790	\$ 7,171,798	\$ 3,508,981	49.4%

GF Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
4 th St & 4 th Terr Improvement	Construction	1199	Menke	Completed
Quincy Boulevard Improvements	Construction	1221	Amino Brothers	In Progress *
Annual Wayfinding Signage Installation	Construction	Upcoming	City Staff	In Progress

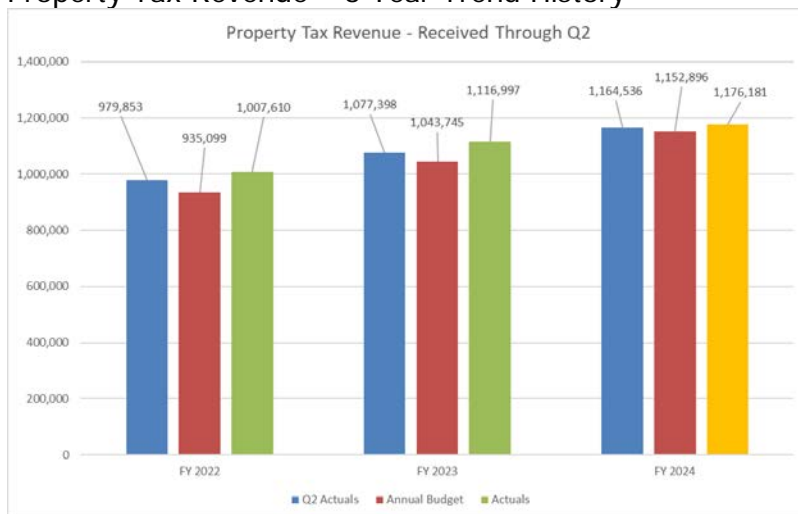
Property Tax Revenue

Property Tax revenue comprises 18% of General Fund revenues and plays a significant role in funding core City services and amenities.

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Property Tax Revenues	\$ 1,152,896	\$ 1,176,181	\$ 1,164,536	101.0%

- Property taxes are due December of each year, Clay County disburses in January, reflecting the majority of property tax income.
- The City, on average in the past 3 years, receives 99% of annual property tax revenue by the 2nd quarter of the fiscal year.
- For the last five years, the City has seen an average annual increase in property tax revenues of about 5.8%.

Property Tax Revenue – 3 Year Trend History

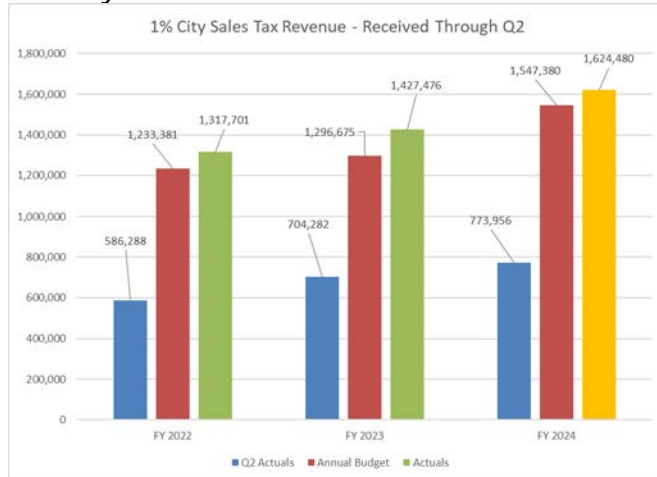


1% City Sales Tax Revenue

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Sales Tax Revenue	\$ 1,547,380	\$ 1,624,480	\$ 773,956	50.0%

- The City, on average in the past 3 years, receives 45% of sales tax annual revenue by the 2nd quarter of the fiscal year.
- This data reflects the monthly transfer of TIF EATs from the General Fund to the Special Allocation Fund (Marketplace TIF).

1% City Sales Tax Revenue – 3 Year Trend History

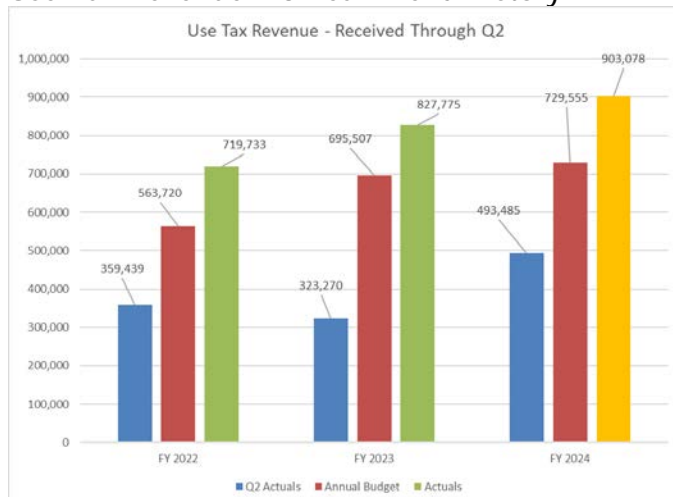


Use Tax Revenue

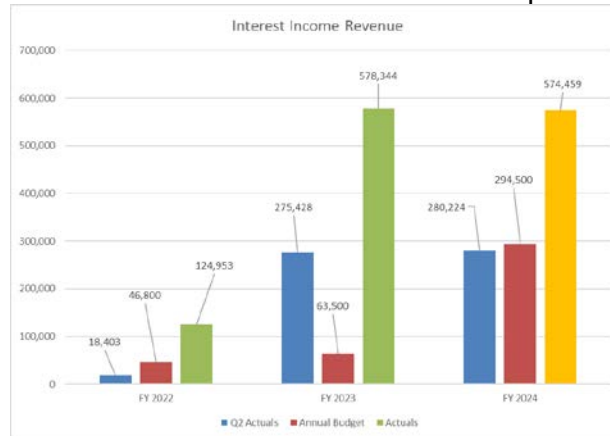
General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Use Tax Revenue	\$ 729,555	\$ 903,078	\$ 493,485	67.6%

- The City, on average in the past 3 years, receives 49% of use tax annual revenue by the 2nd quarter of the fiscal year.
- Use Tax revenue has been well above expectations for FY2024.

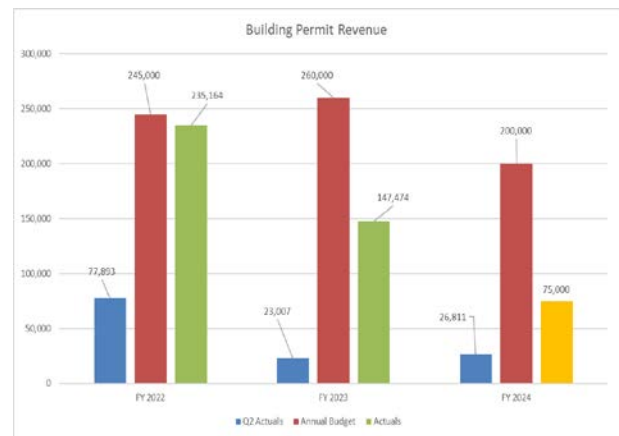
Use Tax Revenue – 3 Year Trend History



General Fund Revenues – Areas of Impact



Interest Earnings revenue is up slightly from prior year Q2 and *up significantly* compared to FY2022 and prior.



Building Permit revenue is *down in Q2* compared to previous years

General Fund – Quarter 1 to Quarter 2

	Q1 2024	Q2 2024
Property Tax	\$ -	\$ 23,285
Sales Tax	\$ 53,784	\$ 77,100
Use Tax	\$ 100,000	\$ 173,523
Interest Income	\$ 202,576	\$ 279,959
BuildingPermits	\$ (150,000)	\$ (125,000)
	<u>\$ 206,360</u>	<u>\$ 428,867</u>
Total Expenses	<u>\$ (72,428)</u>	<u>\$ (71,008)</u>
	<u>\$ 133,932</u>	<u>\$ 357,859</u>

General Fund Review

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenues	\$ 6,266,986	\$ 6,695,853	\$ 3,845,330	61.4%

- 2nd Quarter FY2024 General Fund revenue projections are bolstered by the performance of property tax, sales tax, and interest earnings from available cash on hand.

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditures	\$ 7,100,790	\$ 7,171,798	\$ 3,508,981	49.4%

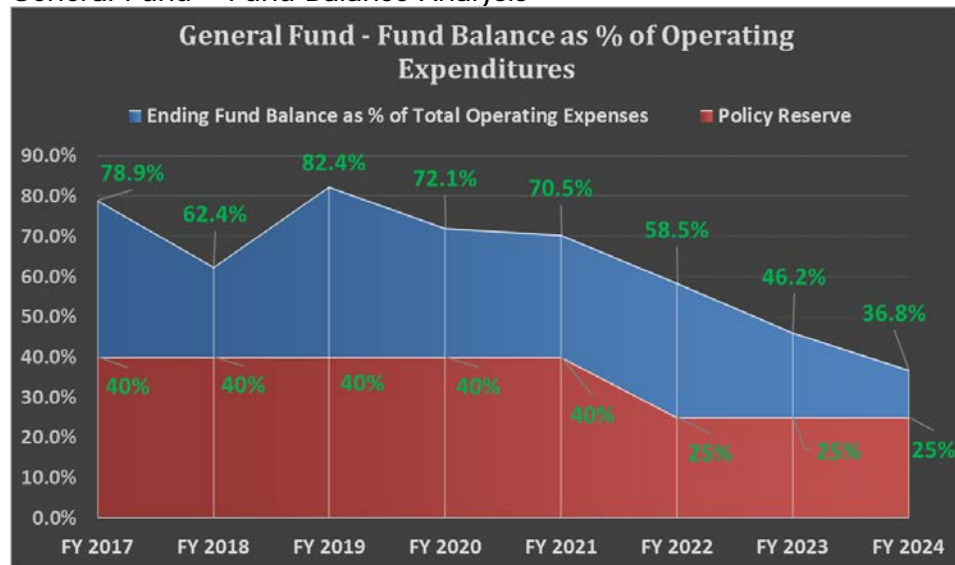
GF Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
4 th St & 4 th Terr Improvement	Construction	1199	Menke	Completed
Quincy Boulevard Improvements	Construction	1221	Amino Brothers	In Progress *
Annual Wayfinding Signage Installation	Construction	Upcoming	City Staff	In Progress

General Fund – Bottom Line

	Actual FY2023	Budgeted FY2024	Projected FY2024
Beginning Fund Balance	3,425,221	3,951,294	3,117,490
Total Revenues	6,569,620	6,266,986	6,695,853
Total Expenses	6,043,547	7,100,790	7,171,798
Net Change in Fund Balance	526,073	(833,804)	(475,945)
Ending Fund Balance	3,951,294	3,117,490	2,641,545
			357,859

*Projected increase over FY2024 budget of \$357,859

General Fund – Fund Balance Analysis



The FY2024 percentage of operating expenditures (shown in the graph above) is the projected ending amount.

Capital Improvement Sales Tax Fund

Capital Improvement Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 2,240,750	\$ 2,250,742	\$ 370,965	16.6%

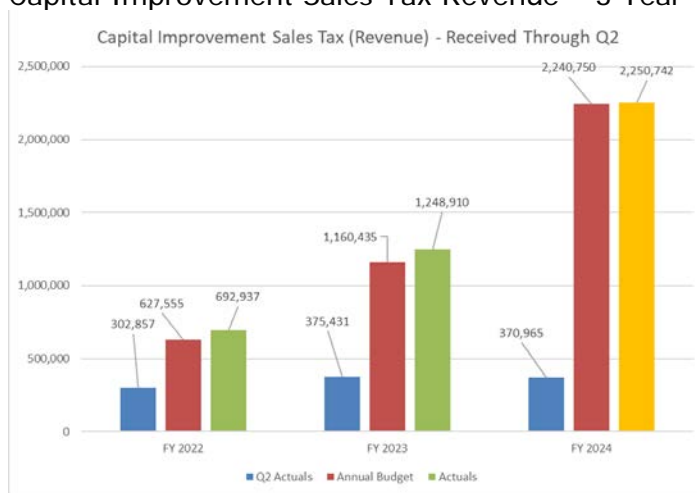
- The City, on average in the past year 3 years, receives 43.2% of capital improvement sales tax annual revenue by the 2nd quarter of the fiscal year.
- The budget includes a \$1,488,000 MoDOT reimbursement for Streetscape Phase III Construction, which would be received as project progress occurs.

Capital Improvement Sales Tax Fund – cont.

Capital Improvement Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 1,906,340	\$ 1,906,340	\$ 433,837	22.8%

CIST Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
Riverwalk Park & Trail	Engineering	1321	GBA	In Progress
2nd Creek Sidewalks	Engineering	1321	GBA	In Progress
Downtown Streetscape Phase III	Construction	Upcoming	TBD	Not Started
1st Street and Bridge Round-A-Bout	TBD	Upcoming	To Be Decided	Not Started

Capital Improvement Sales Tax Revenue – 3 Year Trend History



Transportation Sales Tax Fund

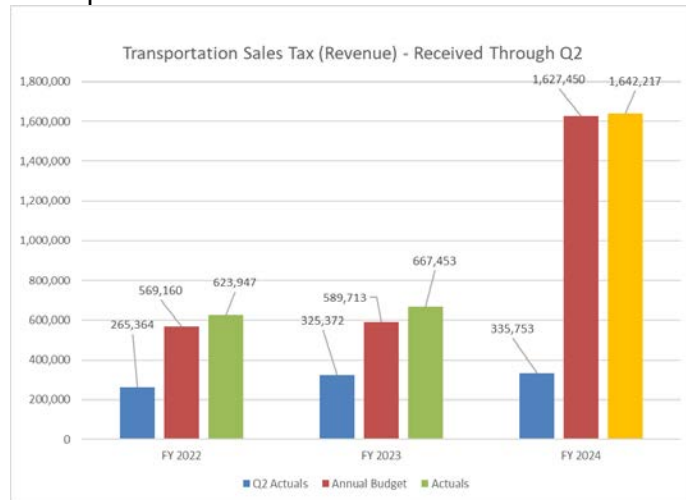
Transportation Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 1,627,450	\$ 1,642,217	\$ 353,793	21.7%

- The City, on average in the past 3 years, receives 43.3% of transportation sales tax annual revenue by the 2nd quarter of the fiscal year.
- The budget includes a \$960,000 MARC reimbursement for Commercial Street Sidewalks, which would be received as project progress occurs.

Transportation Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 1,699,140	\$ 1,699,140	\$ 110,371	6.5%

TST Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
Annual Asphalt Overlay Program	Construction	1323	Asphaltic Surfaces	Completed
Annual Sidewalk Replacement Program	Construction	Upcoming	KC Concrete	Completed
Commercial Street Sidewalks (grant for \$960,000)	Construction	Upcoming	To Be Decided	Not Started

Transportation Sales Tax Revenue – 3 Year Trend History



Combined Water and Wastewater Fund

CWWS Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 10,683,600	\$ 10,968,941	\$ 2,997,191	28.1%

- Budgeted revenues include COP proceeds of \$4,350,000 for 144th Street Lift Station and West Bypass of the 144th Street Lift Station.

CWWS Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 15,704,620	\$ 13,004,620	\$ 2,231,694	14.2%

2024 Capital and Maintenance Program – CWWS Fund

CWWS Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
2024 Sewer Rehabilitation Program	Maintenance	1300	SAK	Completed
Complete Auth 94 - West Bypass of 144th St Lift Station	Engineering	987	HDR Engineering	In progress
Complete Auth 92 - Smith's Fork Pump Station	Engineering	1197	HDR Engineering	In progress
Complete Auth 99 - WTP Improvements / Residuals	Engineering	1208	HDR Engineering	In progress
Complete Auth 97 - River Cross / Maple Ln Waterline	Engineering	1138	HDR Engineering	In progress
Complete Auth 98 - Owens Branch Sanitary Sewer	Engineering	1176	HDR Engineering	In progress
West Bypass of the 144th Street Lift Station	Construction	Upcoming	TBD	In progress
144 th Street Lift Station	Construction	Upcoming	TBD	In progress
Est. Remaining Contract - Smith's Fork Force Main	Construction	Upcoming	TBD	In progress
Maple Lane & River Crossing (12" Waterline)	Construction	Upcoming	TBD	In progress
Headworks Bar Screen	Construction	1309	Ross Construction	In progress
Authorization 101 - Stonebridge Lift Station	Engineering	1258	HDR Engineering	In progress
Stonebridge Lift Station (SSD Cost Sharing)	Construction	Upcoming	TBD	In progress
1st and Bridge Street Watermain Improvements	Construction	Upcoming	TBD	In progress*
Lagoon Cleaning & Liner Repair	Construction	1299	Richardson Construction Company	Bid Awarded
Water Plant Improvements	Construction	Upcoming	Ross Construction	Bid Awarded

Water and Wastewater Sales Revenue

CWWS Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Water Sales	\$ 3,245,350	\$ 3,407,618	\$ 1,529,544	47.1%

- The City, on average in the past 3 years, receives 44.7% of water sales annual revenue by the 2nd quarter of the fiscal year.

CWWS Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Wastewater Sales	\$ 2,489,650	\$ 2,639,029	\$ 1,334,960	53.6%

- The City, on average in the past 3 years, receives 47.4% of wastewater sales annual revenue by 2nd quarter of the fiscal year.

Water and Wastewater Sales Revenue 3 Year History of Quarter 2



CWWS Fund – Bottom Line

	Actual FY 2023	Budgeted FY 2024	Projected FY 2024
Beginning Fund Balance	7,123,744	6,589,526	1,568,506
Total Revenues	6,104,757	10,683,600	10,968,941
Total Expenses	6,638,976	15,704,620	13,004,620
Net Change in Fund Balance	(534,218)	(5,021,020)	(2,035,679)
Ending Fund Balance	6,589,526	1,568,506	(467,173)
			2,985,341

*Projected increase over FY2024 budget of \$2,985,341. \$2.7M in projected projects delayed.

Sanitation Fund

Sanitation Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 938,757	\$ 922,790	\$ 456,895	48.7%

- The City, on average in the past 3 years, receives 49% of solid waste annual revenue by the 2nd quarter of the fiscal year.

Sanitation Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 931,805	\$ 924,024	\$ 466,512	50.1%

- The City also pays to participate in the Household Hazardous Waste collection program (paid for in Q1 every year) administered by MARC which is funded by the Sanitation Fund.

Parks and Stormwater Sales Tax Fund

Park & Stormwater Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 933,750	\$ 1,036,463	\$ 370,190	39.6%

- The City, on average in the past year 3 years, receives 42.3% of park and stormwater sales tax annual revenue by the 2nd quarter of the fiscal year.
- The budget includes a \$184,600 grant for OK Railroad.

Park & Stormwater Sales Tax	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 1,021,000	\$ 1,021,000	\$ 362,474	35.5%

PST Funded Capital Project	Phase	Resolution	Contractor / Engineer	Status
Stonebridge Stormwater Improvements	Engineering	1304	GBA	Completed
Emerald Ridge Neighborhood Park & Signage	Construction	Upcoming	To Be Decided	In Progress
Stonebridge Stormwater Improvements	Construction	Upcoming	To Be Decided	In Progress
The "OK Railroad" Trail (grant for \$184,600)	In house	Upcoming	To be bid in 2025	Not Started

VERF (Vehicle and Equipment Replacement Fund)

VERF	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenue	\$ 374,398	\$ 373,851	\$ 373,851	99.9%

- The VERF received the budgeted \$249,000 transfer for annual operational support in Q1 of 2024.
- Sold \$124,851.35 in FY2024.

VERF	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Expenditure	\$ 423,547	\$ 423,547	\$ 176,524	41.7%

- Through April 30, 2023, the City is leasing 38 vehicles with Enterprise Fleet Management. (11 added in FY2024)

6 Month Budget Review – Conclusion

Revenues

- *Property Tax*: Property tax will exceed the adopted line-item budget in FY2024.
- *Sales Tax*: Excellent growth through Q2, which is likely somewhat driven by consumer inflation in routine goods and services, but also growth in the local economy.
- *Use Tax*: Excellent growth through Q2, which is likely somewhat driven by consumer inflation in routine goods and services, but also growth in the local economy.
- *Building Permits*: Permits are beginning to pick up, but the revenue budget will not be met for FY2024.
- *Interest Earnings*: Higher earnings rate (interest rate set to float with Treasury Bill rate) has allowed for revenues to exceed budget through Q2. Projecting well over the budgeted amount for FY2024.

Expenditures

- *General Fund Operational Expenditures*: At this time staff is not projecting any significant changes to the expenditure budget.
- *Capital Budgets*: Capital budget spending is significant in all funds this year. Staff will monitor progress and adjust projections in FY2024.

4. Departmental Budget Presentation

Rick Welch, Finance Director, provided a brief explanation of the presentation.

Department Review

- The department review is an opportunity to highlight *recent accomplishments* and *successes* and identify the *future goals* and *needs* of departments.
- A high-level budget summary indicating the categories of allocated expenses of each department and a department organizational chart are included in the presentation.

Administration

Gina Pate, Assistant City Administrator, presented the accomplishments, successes and future goals and needs for Administration.

Department Structure

City Administrator – full time Assistant City Administrator - full time

City Clerk – full time

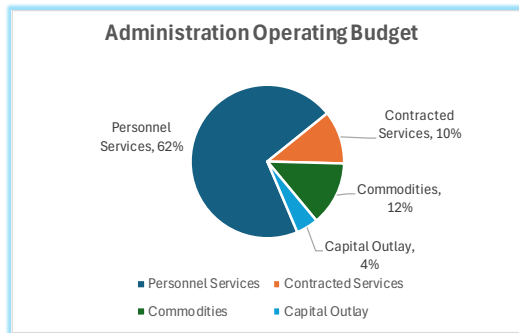
Legal Counsel - part time

FY2024 Updates

- Continued partnership with Smithville Main Street District
- First year of new MOU with the Smithfield Chamber of Commerce
- Communications and Training enhancements
- Administered the third year of the Neighborhood Beautification Grant Program
- Supported and enhanced the Employee Wellness Program
- Board approved enhancement to LAGERS Retirement Program to go in effect on July 1
- Development and the first Citizen's Academy
- Administered the first year of the Career Development Plans for full-time employees
- Development of internal Employee Recognition Program - Employee Spotlight
- Wayfinding Signage - in progress
- Service Agreements
 - IT Support Services
 - VOIP Phone Services
 - Internet Services

2024 Budget Summary

2024 Total Budget		
Personnel Services	\$	477,460.00
Contracted Services	\$	75,822.00
Commodities	\$	91,662.00
Capital Outlay	\$	31,400.00
Capital Improvements	\$	100,000.00
Grand Total	\$	776,344.00



FY2025 Discussion Points

- FY024 including the fourth year of Smithville Main Street district funding, concluding the original agreement.
- Expanded IT Support, with focus on Cybersecurity
 - Continued technology replacement
- City Programming
 - Citizens Academy
 - Neighborhood Beautification Grant
- Wayfinding Signage
- Recruitment and Retention
 - Compensation
 - Fringe Benefits
 - Career Development Plans
 - Focus on Citywide Training
- Website Enhancements
- Marketing Enhancements
- DirectionFinder Survey
- Economic Data Analysis program

Alderman Wilson noted that with this being the first year of the career development plans for full-time employee and with the recruitment and retention concerns in 2025, she believes it would be good to get some feedback on how that first year of that career development plan went.

Gina explained that this is the first year we implemented the plans and be able to align the training budget with the development of the FY2025 budget.

Cynthia noted that during the retreat, staff will have some information on what is included in the budget. She explained that this is a transition from doing employee evaluations on an annual basis. Management has had in-depth conversations with employees for an internal assessment of where they are in their career and where they want to be, what their long-term goals are and what areas that they would like to improve. She noted that as

staff has been developing the budget and looking at personnel needs and at staffing issues and discussions with employees about what they would like to see or would like to be able to do. Cynthia believes that from a budget perspective having those conversations have been more beneficial to us in the budget planning process. Some of that information will be presented in the human infrastructure side of the retreat.

Alderman Hartman thanked Gina for the reports and staff efforts on the marketing enhancements. He noted that the more we can reach out to the visitors at the campground and visitors that come to our city is a win-win for our restaurants and local shops.

Finance

Rick Welch, Finance Director, presented the accomplishments, successes and future goals and needs for the Finance Department.

Department Structure

Finance Director – full time

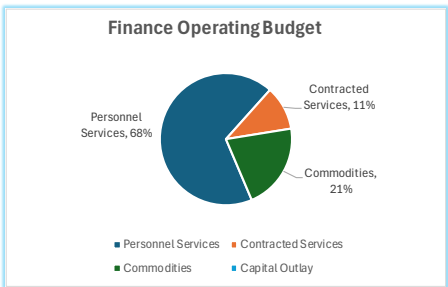
Finance Specialist II (2) – full time Finance Specialist I - full time

FY2024 Updates

- Received the GFOA Distinguished Budget Award for the FY2023 Budget Document (5^h straight year).
- Migrated to ERP Pro 10 from ERP Pro 9 (formally called Incode).
- Implemented Utility Billing Cashiering, a Tyler Technologies business module with upgraded features for both City of Smithville utility department and its customers.
- Implement Tyler Content Manager, a Tyler Technologies module increasing ease of use and efficiency for business transactions.
- Working to streamline a contract management protocol to assist both the staff and Governing Body.
- Create an asset management protocol, including construction work in progress (CIP), to assist finance in tracking and auditors.
- Improve financial statements and financial disclosure process with auditors for upcoming year end audit.

2024 Budget Summary

2024 Total Budget	
Personnel Services	\$ 345,310.00
Contracted Services	\$ 54,970.00
Commodities	\$ 107,461.00
Capital Outlay	\$ -
Capital Improvements	\$ -
Grand Total	\$ 507,741.00



FY2025 Discussion Points

- Continued support and updating of ERP Pro 10 migration, focus on customer experience and potential for other modules to assist in utility data collection.
- Implement Positive Pay ACH and check fraud program which prevents check washing/fraud and potential ACH fraud.
- Staff continues to work with bond council and financial advisor for COP issuance for sewer projects based on cash flow needs.
- Explore banking relationships through a Banking RFP. Central Bank is aware of our intentions.
- Update and implement utility rate recommendations from the utility rate model based upon CWSWS operational and capital expenses.
- Continued work on City website with finance activity, short and long-term priorities, and customer forms.
- Implement a finance staff training program.

Rick noted that we had attempted Positive Pay ACH and check fraud program a couple of years ago and had some issues with our ERP Pro 9 and it ended up causing a few more problems than what we anticipated.

Alderman Wilson asked if it might be better to hold off of the Positive Pay ACH and check fraud program until the banking bid is awarded and a relationship is established with the new bank.

Rick explained that the Positive Pay files are pretty standard between banking institutions. He does not think it would that a lot of work for us to go ahead and proceed with Central Bank at this point.

Cynthia noted that Alderman Wilson made a good point and staff would keep it in mind.

Police

Chief Lockridge presented the accomplishments, successes and future goals and needs for the Police Department.

Department Structure

Chief of Police – full time Prosecuting Attorney – part-time

Police Captain – full time

Police Administrative Assistant / Prosecutor's Assistant – full time

Police Sergeants (4) - full time

Police Detectives (2) - full time

School Resource Officers (2) - full time

Police Officers (10) – full time

FY2024 Updates

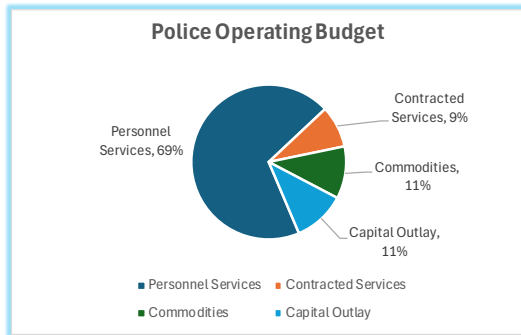
Year	2020	2021	2022	2023	2024 (Projected)
Total Calls for Service	5,970	6,329	7,218	8,055	7,800

- Completed replacement of all patrol vehicles through Enterprise Fleet Management.
- Continues replacement of key equipment programs, like tasers, and mobile data terminals.
- Purchased a second drone, utilizing donations and grant funds.
- Purchased and installed 2 speed signs for the school zone on Eagle Ridge Parkway, using grant funds.

- Sent multiple officers to CIT training- to include basic CIT, Veteran CIT and Youth CIT.
- Continue recruiting and hiring to fill vacant positions.

FY2024 Budget Summary

2024 Total Budget	
Personnel Services	\$ 1,985,754.00
Contracted Services	\$ 250,773.00
Commodities	\$ 312,834.00
Capital Outlay	\$ 312,834.00
Capital Improvements	\$ 19,000.00
Grand Total	\$ 2,881,195.00



FY2025 Discussion Points

- FY2025 budget will reflect all costs associated with police officer contract approved spring 2024.
- Sergeants' unit voted to be recognized this spring. Negotiations anticipated to be complete for implementation in the FY2025 budget.
- Outdoor warning system is aging and in need of investment.
- Considerations of two additional officers and associated vehicle and equipment.
- New Handguns, Sites and Holsters.
- Benches for Holding Cells.
- Evidence Shelves/Drying Cabinet.
- Clay County Sheriff has advised of cost increases for confinement

Development

Jack Hendrix, Development Director, presented the accomplishments, successes and future goals and needs for Development.

Department Structure

Development Director – full time

Building Inspectors (2) - full time

Code Inspector (1) - full time

Permit Technician (1) - full time

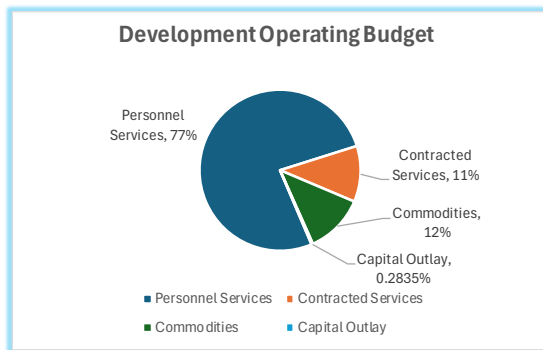
FY2024 Updates

- Continued with implementation of the Comprehensive Plan including improving public transparency with a new Comprehensive Plan Dashboard.
- Installed a new web-based permitting and code enforcement software that will be released to public use after the new Content Manager functions are installed onto the ERP Pro system later in June and July.

- All staff have attained certifications in their fields (Permit Technician, Code Enforcement and now both Building Inspectors).
- Building Inspector's certifications and training have reduced the need for outside inspectors on commercial projects saving several thousand dollars.
- The 169 South Employment Overlay District consultant will begin working on the project this summer and should finish in six to eight months.

2024 Budget Summary

2024 Total Budget	
Personnel Services	\$ 431,932.00
Contracted Services	\$ 63,388.00
Commodities	\$ 67,541.00
Capital Outlay	\$ 1,600.00
Capital Improvements	\$ -
Grand Total	\$ 564,461.00



FY2025 Discussion Points

- Continue the following Comprehensive Plan Action Items:
 - Finalize the Corps of Engineers Annexation of Smith's Fork Park area into the city limits.
 - Complete a comprehensive review of all planning related fees to ensure staff time is included in those fees and also ensure compliance with Hancock.
 - Continue to expand the functionality of the new online permitting system Work towards an online inspections system following the ERP Pro 10 Migration.
 - Expand public engagement and education on Code Enforcement matters.
- The FY2025 budget request includes additional training and certification funding as outlined through the employee development process offset by savings from the reduced need for outside inspectors.

Parks and Recreation

Matt Denton, Parks and Recreation Director, presented the accomplishments, successes and future goals and needs for the Parks and Recreation Department.

Department Structure

Parks and Recreation Director – full time
 Recreation Manager - full time
 Parks Maintenance Crew Leader - full time
 Parks Maintenance (2) - full time
 Recreation Coordinator - full time
 Clinic Instructors (as needed) - part time

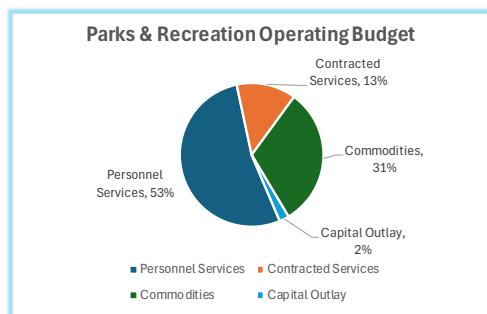
Seasonal Parks Maintenance (as needed) - part time
 Field Supervisors (as needed) – part time

FY2024 Updates

- Continued to complete the short-term goals from the Parks and Recreation Master Plan.
 - Public Art, Park Signage, Diamond Crest Park, Emerald Ridge, New Programming.
- Applied and was awarded a CCSS grant for the Senior Center Coordinator. Hired the position in March 2024.
- Held a second fundraising event with the Smithville Chamber of Commerce to raise funds for the Smithville Legacy Fund.
- Submitted and Awarded MDC grant for a water sprayer to water landscape.
- Grew participation in current programs and added more nonrecreational programs (6,615 participants).
- Used in Lieu of Parks Dedication Funds to fund the resurfacing of Heritage Park and Smith's Fork Park Playgrounds.
- Worked with multiple Eagle Scouts on projects in the Scout area; managed all special events downtown and at parks; updated SF Shelter Houses; completed 12 water leaks in the campground.

FY2024 Budget Summary

2024 Total Budget	
Personnel Services	\$ 485,893.00
Contracted Services	\$ 122,698.00
Commodities	\$ 287,469.00
Capital Outlay	\$ 20,000.00
Capital Improvements	\$ -
Grand Total	\$ 916,060.00



FY2025 Discussion Points

- Implement park projects as identified in the Parks and Recreation Master Plan within the Park & Stormwater Sales Tax Fund
- Consideration of a Full Time Park Maintenance Position to meet NRPA national metrics per 10,000 residents (currently not funded in the FY2024 Proposed Budget)
- Consider applying for additional grant funding to expand the Senior Services Coordinator position to full time.
- Smith's Fork Campground road resurfacing after large construction season in the area (currently not funded in the FY2024 Proposed Budget)
- Improvement to the exterior of City Hall and Senior Center buildings
- Diamond Crest parking lot progress

Public Works

Chuck Soules, Public Works Director, presented the accomplishments, successes and future goals and needs for the Street Department.

Department Structure

Public Works Director (50%) – full time

Street Superintendent - full time

Assistant to the Public Works Director (50%) – full time

Engineering Technician - full time

Administrative Coordinator - part time

Street Maintenance Crew Leader - full time

Street Maintenance Workers (5) - full time

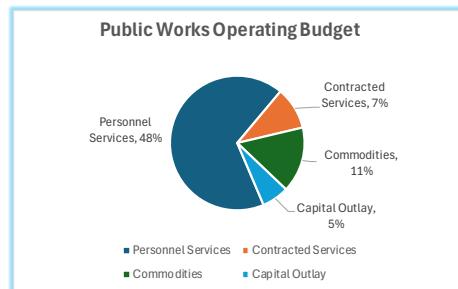
FY2024 Updates

- Provided project administration and inspection services for public infrastructure and private development projects.
- Maintained the condition of streets through patching and crack sealing programs.
- Featured the following items in the GIS website:
 - Pavement Condition Index (PCI) Scores (2024 scores – Summer)
 - Outfalls and Basins (Stormwater Discharge Points)
 - Snow Routes
 - Road Maintenance and Mowing areas Information
 - Capital Improvement Projects
- Continued utilization of pre-treatment with salt brine for snow events.
- Secured Additional funds for infrastructure projects (Streetscape Phase III and Commercial St Sidewalk project).
- Secured RTP Grant funds.
- Performed in-house easement acquisitions for infrastructure improvements (Commercial Street Sidewalks, Streetscape Phase III, and the 144th Street Force Main)

Chuck noted that the citizens of Smithville have been great during lengthy construction projects, and he believes that they appreciate the improvements that are being done.

FY2024 Budget Summary

2024 Total Budget		
Personnel Services	\$	781,148.00
Contracted Services	\$	118,061.00
Commodities	\$	182,910.00
Capital Outlay	\$	75,250.00
Capital Improvements	\$	480,000.00
Grand Total	\$	1,637,369.00



FY2025 Discussion Points

- Public Works / Parks & Recreation Facility (including salt storage).
- Need for expanded funding for the Annual Street Maintenance Program and Sidewalk Replacement Program.
- Complete fourth round of the Pavement Condition Index (PCI) in 2026
- Continue to provide updates on the current Capital Improvement Projects (CIP) status and make information available on the GIS website.

Public Works

Chuck Soules, Public Works Director, presented the accomplishments, successes and future goals and needs for the Utilities Department.

Department Structure

Public Works Director (50%) – full time

Utilities Superintendent – full time

Assistant to the Public Works Director (50%) – full time

Engineering Technician - full time

Water Treatment Plant Manager – full time

Operations Manager – full time

Administrative Coordinator – full time

Water Plant Operators (2) – full time

Water Plant Shift Supervisor – full time

Water Plant Operators (2) – full time

Wastewater Plant Operators (2) – full time

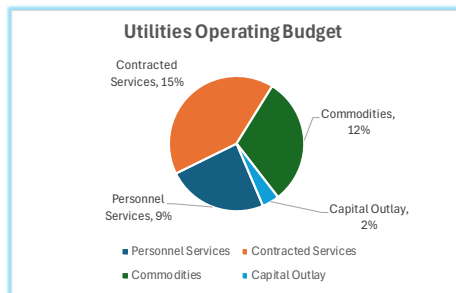
O&M Technicians (3) – full time

Fy2024 Updates

- Treated 164 million gallons of drinking water that met the standards set by the DNR and the EPA for safe consumption. (Nov – April)
- Treated 140 million gallons of wastewater that met all regulatory standards.
- Awarded bid for a bar screen replacement for the wastewater plant.
- Installed HVAC system in the Water treatment plant.
- Repaired and restored service to SBR (sequencing batch reactor) #2 & #3.
- Awarded bid for water plant improvements project.
- Rehabilitated 3,371 linear feet of sewer line and 15 manholes as part of the 2024 Sanitary sewer maintenance program.
- Inspected and conducted weekly preventative maintenance on 31 sewer pump stations and repaired 24 waterline issues.
- Conducted 1,406 on-time utility locates and completed 723 work orders.
- Staff completed Trimble training to have the capability of adding coordinates and features to GIS.

FY2024 Budget Summary

2024 Total Budget	
Personnel Services	\$ 1,423,388.00
Contracted Services	\$ 2,428,148.00
Commodities	\$ 1,811,510.00
Capital Outlay	\$ 241,500.00
Capital Improvements	\$ 9,800,000.00
Grand Total	\$15,704,546.00



FY2025 Discussion Points

- Continue the Sewer Rehabilitation Program (Cured in Place Pipe).
 - Regular sewer runs reduced from 15 per month to just a few per year since the program started.
- 144th Street Lift Station and West Bypass:
 - Negotiations and condemnation processes are almost complete for four properties. The project is expected to be put out to bid in Summer 2024.
- Consideration of FY2025 – FY2029 Five Year Capital Improvement Plan, which includes the following significant projects:
 - Engineering for wastewater plant expansion and improvements (\$1,050,000 in the Proposed FY2025 CIP).
 - Planning for the Water Plant Expansion Project.
- Utility Rate Review
- Wastewater permit is due for renewal in 2025.

Transportation Sales Tax Fund

Chuck Soules, Public Works Director, presented the Transportation Sales Tax Fund.

Funding Overview

- The Transportation Sales Tax is a 0.5% (half-cent) special sales tax that became effective July 1st, 1989 (per Section 140.120).
- The Transportation Sales Tax was authorized by voters to have no expiration or until repealed by the Board of Alderman (per Section 140.120).
- The sales tax is to be used for the purpose of constructing, reconstruction, repairing, and maintaining streets, sidewalks, trails, City owned parking lots, and bridges within the City.

FY2024 Updates

- Completed the 2024 Sidewalk Replacement Program (Harborview)
- Completed the 2024 Street Maintenance Program which includes mill & overlay and curb repairs in the Harborview neighborhood.
- Continued the street sweeping program (which is an MS4 stormwater permit requirement).
- Completed construction of 4th Street & 4th Terrace – Road Reconstruction (Following Utility Improvements)

- Quincy Boulevard – Road Reconstruction (Following Utility Improvements) will be completed this Spring.

Capital Improvement Sales Tax Fund

Chuck Soules, Public Works Director, presented the Capital Improvement Sales Tax Fund.

Funding Overview

- The Capital Improvement Sales Tax is a 0.5% (half-cent) special sales tax that was approved by voters on April 3, 2018.
- The City began to see initial collections of the sales tax in November 2018.
- The Capital Improvement Sales Tax was authorized by voters to be enacted until December 31, 2038 (20 years).
- The sales tax is to be used for the purpose of funding, financing, operating, and maintaining capital improvements.
- The primary obligation of this sales tax is to fund outstanding debt service first (Series 2018/2019 General Obligation Debt). Leftover cash is utilized for capital projects.

Key Project Completed

- Projects completed in this fund since the April 2018 election include:
 - Amory Road Improvements
 - 2nd Creek Road Bridge
 - 180^h Street Trail
 - Main Street Walking Trail
 - Downtown Streetscape Phase I & II

Projects – In Progress and Planned

- Downtown Streetscape Phase III
- Commercial Street Sidewalks
- Riverwalk Trail
- Second Creek Sidewalk

25 Discussion Points

- 20 The City has been awarded federal transportation funding, through Mid-America Regional Council (MARC), for the following projects:
 - Second Creek Sidewalks
 - 1st & Bridge Street Round-A-Bout
 - Riverwalk Park & Trail
- Consideration of FY2025 – FY2029 CIST Capital Improvement Plan:
 - Riverwalk & Trail – Engineering (\$250,000 in FY2024)
 - Second Creek Sidewalks – Engineering (\$150,000 in FY2024)
 - 1st & Bridge Street Round-A-Bout – Engineering (\$200,000 of \$250,000 in FY2024 through CIST funding)
 - Second Creek Sidewalks – Construction (\$945,000 in FY2025)
 - Riverwalk & Trail – Construction (\$480,000 of \$1,800,000 in FY2025)

Parks and Stormwater Sales Tax Fund

Chuck Soules, Public Works Director, and Matt Denton, Parks and Recreation Director, presented the Parks and Stormwater Sales Tax Fund.

Funding Overview

- The Park and Stormwater Sales Tax is a 0.5% (half-cent) special sales tax that was approved by voters on June 2, 2020.
- The City began to see initial collections of the sales tax in November 2020.
- The Park and Stormwater Sales Tax was authorized by voters to be enacted until December 31, 2040 (20 years).
- The sales tax is to be used for the purpose of operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control.

FY2024 Updates

Key Projects in Progress and Completed

Parks & Recreation

- Awarded Design for Emerald Ridge Park
- Completed resurfacing of Heritage Park and Smith's Fork Park Playgrounds
- Secured RTP grant for OK Railroad Trail (Phase I) to connect Diamond Crest to Lake Meadows
- Secured \$900,000 MARC Grant for the Riverwalk Trail.

Stormwater

- Developed an "Illicit Discharge and Elimination Plan" as identified by the MS4 audit.
- Completed stormwater projects on Quincy Boulevard, Bridge Street, and 4th Street & 4th Terrace.
- Stormwater projects to be completed this summer:
 - Stonebridge Stormwater Improvements Project

FY2025 Discussion Points

Park & Recreation

- Implement Year 4 of the Parks and Recreation Master Plan-> Engineering and Design for Smith's Fork Park Sports Complex.
- Emerald Ridge Park and Playground Construction.
- OK Railroad Trail Construction.

Stormwater (Public Works)

- Stormwater Maintenance Projects
 - Woods Court (Clean Up) – Cost Estimate of \$40,000
 - Rock Creek (Unclogging) – Cost Estimated of \$74,000
 - Northeast 158th and Chestnut (Dredging) – Cost Estimate of \$60,000
- Stormwater CIP Projects
 - Dundee Road (in FY2025), Forest Oaks (in FY2026), Cedar Lakes (in FY2027), and Maple Lane (in FY2028) stormwater improvements.

Sanitation Fund

2025 Discussion Points

- Negotiated Solid Waste services contract with GFL for 2024 (Green for Life).
 - Working with GFL for contract renewal and will bring rate recommendations to the Board.
 - Retained 2 City Wide Bulky Item Pick-Ups
 - Added a Bulky item drop off event.
 - Continued to retain the Cardboard Recycling Drop-Off Station in Downtown Smithville.

- Increased the Residential Participation Rate of the E-Waste Event and recycled 9,450 pounds of paper and 2,271 pounds of computer electronics.

FY2025 Budget Process Schedule

- Board Retreat (June 13-14)
- Schedule of Fees Review and Discussion (July 16)
- FY2025 Operating Budget and 5 Year CIP Review: 1st Discussion (August 20)
- FY2025 Operating Budget and 5 Year CIP Review: 2nd Discussion - If Needed (September 3)
- Adopt FY2025 Budget on 2nd Reading (October 15)

5. 5-Year Capital Improvement Plan Update

Rick Welch, Finance Director, presented the FY2025-FY2029 Capital Improvement Plan update.

5-Year CIP Development Process

April 2024 – Staff Review

May 2024 – Prioritization Given Available Resources

June 2024 – Review with the Board of Aldermen

October 2024 – Approve the 5-Year Capital Improvement Plan (CIP)

5 Year CIP – Update Highlights

- The City Administrator and Department Directors have worked together to update the Proposed Five-Year CIP (FY2025 – FY2029) for initial review by the Board of Aldermen.
- Projects with approved MARC Transportation Funding have been prioritized within the Five-Year CIP.
- Stormwater projects have been slotted into the Parks & Stormwater Sales Tax Fund CIP based upon Public Works staff review of recommendations from the Stormwater Master Plan developed by George Butler Associates.
- Board priorities developed from the June Retreat will be integrated into the Five-Year CIP (such as the Wayfinding Signage Program).

Capital Projects

Secured MARC Grant Reimbursements

Capital Improvement Project	Funding Program	Funding Amount
1 st & Bridge Street Round-A-Bout	Missouri Surface Transportation Block Grant Program (STBG)	\$896,000
Riverwalk Park – Phase I	Missouri Transportation Alternatives Program (TAP)	\$900,000
Second Creek Sidewalks	Missouri Transportation Alternatives Program (TAP)	\$600,000

Capital Project Cost Estimates
For Secured MARC Funds

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement to City	Total Net Cost to City
1 st & Bridge Street Round-A-Bout	\$250,000	\$4,000,000	\$4,250,000	<i>\$896,000 (45% of Project Total)</i>	\$3,354,000
Riverwalk Park & Trail	\$250,000	\$1,800,000	\$2,050,000	<i>\$900,000 (44% of Project Total)</i>	\$1,150,000
Second Creek Sidewalks	\$150,000	\$945,000	\$1,095,000	<i>\$600,000 (55% of Project Total)</i>	\$495,000

General Fund
Proposed FY2025 – FY2029 CIP

Capital Improvement Projects	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Wayfinding Signage Installation	\$100,000	\$100,000	\$100,000	\$100,000	\$ -
1 st & Bridge Street Round-A-Bout (Engineering)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Annual Asphalt Overlay Program Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Sidewalk Replacement Program Funding	\$ -	\$ -	\$ -	\$ -	\$ -
2 nd Creek Bridge Sidewalks (30% of Construction)	\$250,000	\$ -	\$ -	\$ -	\$ -
Riverwalk Park & Trail (10% of Construction)	\$200,000	\$ -	\$ -	\$ -	\$ -
Grand Total	\$550,000	\$100,000	\$100,000	\$100,000	\$0

General Fund
Pending CIP Projects Listing

Pending Capital Improvement Projects	Cost Estimate
Police Department Building (Engineering)	\$1,500,000
Police Department Building (Construction)	\$18,000,000
Streets & Parks & Recreation Facility Building (Engineering)	\$750,000
Streets & Parks & Recreation Facility Building (Construction)	\$2,750,000
Tornado Sirens (Purchase & Installation)	\$100,000
Grand Total (Net Cost)	\$23,100,000

Proposed 5 Year CIP
FY2025 – FY2029 CWWF Fund (Non-Impact Fees)

Capital Improvement Project Name	FY 2025	FY 2026	FY 2027	FY2028	FY2029
Interconnect Mains at 144 th /169 Highway (S2, Construction)	\$55,000	-	-	-	-
Highway 92 & Commercial Waterline (Engineering)	\$150,000	-	-	-	-
West Bypass of the 144th Street Lift Station (Construction)	\$2,200,000	-	-	-	-
144 th Street Lift Station (Construction)	\$1,700,000	-	-	-	-
Smith's Fork Force Main (Construction)	\$600,000	-	-	-	-
Owens Branch Gravity Line Phase #1, Line #1 (Engineering)	\$200,000	-	-	-	-
Maple Ave & River Crossing (12" Waterline) (50% of Construction)	\$700,000	-	-	-	-
Smith's Fork Park Waterline (Construction)	\$170,000	-	-	-	-
Stonebridge Lift Station (Engineering)	\$30,000	-	-	-	-
Stonebridge Lift Station (Construction With SSD Cost Sharing)	\$1,300,000	-	-	-	-
Water Plant Improvements (Construction)	\$1,400,000	-	-	-	-
McDonalds/Central Bank Lift Station (Engineering)	\$100,000	-	-	-	-
Grand Total (Net Cost)	\$8,605,000	\$0	\$0	\$0	\$0

Capital Improvement Project Name	FY 2025	FY 2026	FY 2027	FY2028	FY2029
Owens Branch Gravity Line Phase #1, Line #1 (Construction)	-	\$2,200,000	-	-	-
Highway 92 & Commercial Waterline (Construction)	-	\$300,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Engineering)	-	\$600,000	-	-	-
McDonalds/Central Bank Lift Station (Construction)	-	\$500,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Construction)	-	-	\$2,500,000	-	-
Water Plant Expansion (Engineering)	-	-	\$2,100,000	-	-
Wastewater Treatment Plant Expansion (Construction)	-	-	\$3,000,000	\$3,000,000	-
Additional Water and Wastewater Project Funding	-	-	-	\$2,000,000	-
Water Plant Expansion, Phase I (Construction)	-	-	-	-	\$7,500,000
Additional Water and Wastewater Project Funding	-	-	-	-	\$2,000,000
Grand Total (Net Cost)	\$8,605,000	\$3,600,000	\$7,600,000	\$5,000,000	\$9,500,000

Proposed 5 Year CIP
FY2025 – FY2029 CWWF Fund (Water Impact Fees)

Capital Improvement Project Name	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Maple Ave & River Crossing (12" Waterline) (50% of Construction)	\$700,000	-	-	-	-
Grand Total	\$700,000	-	-	-	-

Proposed 5 Year CIP
FY2025 – FY2029 CWWF Fund (Wastewater Impact Fees)

Capital Improvement Project Name	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Wastewater Treatment Plant Expansion (Engineering)	\$1,050,000				
Grand Total	\$1,050,000	-	-	-	-

Transportation Sales Tax Fund

Annual Mill and Overlay and Sidewalk Replacement

- The 2024 Street Maintenance Program was funded in the amount of \$300,000. Asphaltic Surfaces was awarded the bid to complete work in Harborview. The work was completed in May at a total cost of \$268,000.
- The 2024 Sidewalk Replacement Program was funded in the amount of \$25,000. KC Concrete was awarded the bid to complete work in Harborview. The work was completed in May within budget.
- The Board discussed pursuing a quarter cent sales tax increase to further fund the annual street maintenance program.

Capital Improvement Sales Tax Fund

Proposed 5 Year CIP

FY2025 – FY2029 Capital Improvement Sales Tax Fund

Capital Improvement Project Name	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Transfer to Debt Service	\$364,875	\$367,920	\$373,420	\$376,420	\$382,420
Riverwalk & Trail (Engineering)	\$150,000	-	-	-	-
2 nd Creek Sidewalks (Engineering)	\$100,000	-	-	-	-
Downtown Streetscape Phase III	\$1,800,000	-	-	-	-
Downtown Streetscape Phase III (MARC)	\$1,488,000	-	-	-	-
1st & Bridge Street Round-A-Bout (80% of Engineering)	\$500,000	-	-	-	-
2 nd Creek Sidewalks (70% of Construction)	\$695,000	-	-	-	-
2 nd Creek Sidewalks (MARC Reimbursement)	-\$600,000	-	-	-	-
Riverwalk & Trail Construction (60% of Construction)	\$480,000	\$670,000	-	-	-
Riverwalk & Trail (MARC Reimbursement)	-\$480,000	-\$420,000	-	-	-
1 st & Bridge Street - Round-A-Bout (20% of Construction)	-	\$300,000	-	-	-
180 th & Eagle Parkway Round-A-Bout (Engineering)	-	-	\$250,000	-	-
Pope Lane Round-a-Bout/Connection (80% of Engineering)	-	-	-	\$400,000	-
180 th & Eagle Parkway Round-A-Bout (75% of Construction)	-	-	-	\$1,000,000	-
180 th & Eagle Parkway Round-A-Bout (MARC Reimburse)	-	-	-	(700,000)	-
Grand Total (Net Cost)	\$4,497,875	\$917,920	\$623,420	\$1,076,420	\$382,420

Parks and Stormwater Sales Tax Fund

Proposed FY2025 – FY2029 CIP

Park and Stormwater Sales Tax Project Name	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
OK Railroad Trail - Phase I (Construction)	\$281,000				
OK Railroad Trail - Phase I (Grant)	(184,000)				
Dundee Road Stormwater Improvements (Engineering)	\$50,000				
Dundee Road Stormwater Improvements (Construction)	\$150,000				
Riverwalk & Trail Construction (30% of Construction)	\$600,000	-	-	-	
Grand Total (Net Cost)	\$897,000	\$0	\$0	\$0	\$0

Park and Stormwater Sales Tax Project Name	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Forest Oaks Stormwater Improvements (Engineering)	-	\$50,000	-	-	
Forest Oaks Stormwater Improvements (Construction)	-	\$300,000	-	-	
Cedar Lakes Stormwater Improvements (Engineering)	-	-	\$25,000	-	
Cedar Lakes Stormwater Improvements (Construction)	-	-	\$100,000	-	
Smith's Fork Park Complex (Engineering & Design)	-	-	\$640,000	-	
Maple Lane Stormwater Improvements (Engineering)	-	-	-	\$50,000	
Maple Lane Stormwater Improvements (Construction)	-	-	-	\$250,000	
Smith's Fork Park Complex (Construction, Phase I)	-	-	-	\$2,240,000	
Grand Total (Net Cost)	\$897,000	\$350,000	\$765,000	\$2,540,000	\$0

All Funds Total

Proposed FY2025 – FY2029 CIP

Capital Improvement Projects - All Funds	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
General Fund	\$700,000	\$250,000	\$200,000	\$100,000	\$0
Combined Warter & Wastewater Fund - Non Impact Projects	\$8,805,000	\$3,600,000	\$7,600,000	\$5,000,000	\$9,500,000
Combined Warter & Wastewater Fund - Water Impact Projects	\$700,000	\$0	\$0	\$0	\$0
Combined Warter & Wastewater Fund - Wastewater Impact Projects	\$1,050,000	\$0	\$0	\$0	\$0
Transportation Sales Tax Fund	\$890,000	\$450,000	\$500,000	\$500,000	\$800,000
Capital Improvement Sales Tax Fund	\$4,497,875	\$917,920	\$623,420	\$1,076,420	\$382,420
Parks & Stormwater Sales Tax Fund	\$900,000	\$350,000	\$765,000	\$2,540,000	\$0
Grand Total	\$17,542,875	\$5,567,920	\$9,688,420	\$9,216,420	\$10,682,420

5 Year Grand Total for All Funds: \$52,698,055

CIP Review Conclusion

- MARC Grants have allowed the City to take advantage of outside funding to supplement project expenses.
- Projects are aligned to preserve adequate cashflow amounts in all funds.
- Rate adjustments will be necessary going forward to continue to fund capital improvement projects in the CWWWS Fund.
- Refinement of CIP priorities will occur through discussion with the Board over the summer.

6. Adjourn

Alderman Hartman moved to adjourn. Alderman Atkins seconded the motion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 7:18 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

June 4, 2024 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:31 p.m. following the Work Session. A quorum of the Board was present: Marv Atkins, Melissa Wilson, Leeah Shipley, Ronald Russell, Kelly Kobylski and Dan Hartman.

Staff present: Cynthia Wagner, Gina Pate, Chief Lockridge, Chuck Soules, Rick Welch, Jack Hendrix, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Mayor Boley

3. Proclamation

- Elderly Abuse Awareness Day – June 15

Mayor Boley presented the Proclamation for Elderly Abuse Awareness Day to Senior Services Coordinator, Amy Alexander.



4. Consent Agenda

- Minutes
 - May 21, 2024, Board of Aldermen Regular Session Minutes
- Finance Report for April 2024
- Resolution 1361, City Surplus
 - A Resolution declaring certain property as surplus.

Alderman Atkins moved to approve the consent agenda. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Alderman Hartman reported on the May 22 Economic Development Committee meeting. They discussed how the Comprehensive Plan Dashboard would be a tool for economic development and marketing for the City. They also continued their discussion of promoting our businesses to the campgrounds, the Airbnb's and short-term rentals guests.

Alderman Shipley reported on the May 23 Parks and Recreation Committee meeting. They discussed the opening of the splash pad at Diamond Crest on Memorial weekend. They discussed how well the summer youth programming is going and the new program Alex Threlkeld, Parks Recreation Manager, has started this year where there will be food trucks at Smith's Fork Campground on Saturdays. It is called Food Truck Saturdays and will be held June through August. They also had a presentation from Tree City USA about what it takes to become a Tree City USA community and the benefits.

6. City Administrator's Report

Cynthia Wagner pointed out that there is a training coming up in August for elected officials. Mid-America Regional Council (MARC) is partnering with Strategic Government Resources (SGR) to provide leadership training for city elected officials in our region. Cynthia noted that she and the Mayor strongly suggested the Board attend. The training is August 8, from 4:00-7:30 p.m. The early bird registration ends June 17. Cynthia noted that she believed the class would fill up quickly and asked the Board to please let Linda Drummond, City Clerk, know as soon as possible so she can make the reservations. The instructor will be Ron Holifield with SGR. He is a former City Manager that has worked with a lot of governing bodies. SGR does a lot of training and support for local governments including recruitments nationwide. Cynthia added that Alderman Hartman has attended their training sessions and highly recommends this.

ORDINANCES & RESOLUTIONS

7. Resolution 1362, City VoIP Phone Service

Alderman Atkins moved to approve Resolution 1362, renewing a contract with Allo (Avid Communications) for Voice Over Internet Protocol Services. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1362 approved.

8. Resolution 1363, Awarding Bid No. 24-14, Stonebridge Stormwater Improvements

Alderman Atkins moved to approve Resolution 1363, awarding Bid No. 24-14 to Tunks Construction to complete stormwater improvements in Stonebridge in an amount not to exceed \$117,243.18 and authorize a force account of \$10,000. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1363 approved.

9. Resolution 1364, Development Agreement For Fairview Crossing North

Alderman Atkins moved to approve Resolution 1364, creating a new development agreement for Fairview Crossing North to require a turn lane for MODOT. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1364 approved.

OTHER MATTERS BEFORE THE BOARD

10. Public Comment

None.

11. New Business from the Floor

None.

12. Adjournment to Executive Session Pursuant to Section 610.021(1&2)RSMo.

Alderman Hartman moved to adjourn. Alderman Kobylski seconded the motion.

Upon roll call:

Alderman Russell – Aye, Alderman Shipley – Aye, Alderman Kobylski – Aye,
Alderman Atkins – Aye, Alderman Hartman – Aye, Alderman Wilson – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:38 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

FY 2024 BUDGET - FINANCIAL UPDATE

5/31/2024

REVENUES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,569,620	6,266,986	4,338,449	6,695,853	69.23%
CAPITAL IMPROVEMENT SALES TAX FUND	760,910	1,240,750	435,595	1,240,750	35.11%
DEBT SERVICE FUND	354,845	357,830	-	357,830	0.00%
TRANSPORTATION SALES TAX FUND	667,453	1,168,950	419,550	1,168,950	35.89%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,104,757	10,683,600	3,575,826	10,693,592	33.47%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	869,446	938,757	533,203	922,790	56.80%
SPECIAL ALLOCATION FUND	822,525	868,446	576,960	868,446	66.44%
PARK & STORMWATER SALES TAX FUND	760,303	933,750	434,619	1,036,463	46.55%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	290,443	374,398	373,851	373,851	99.85%
COMMONS CID FUND	400,909	396,592	206,165	396,592	51.98%
AMERICAN RESCUE PLAN ACT FUND	19,959	-	-	-	
	17,621,171	23,230,059	10,894,218	23,755,117	46.90%

EXPENDITURES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,043,547	7,100,790	4,378,288	7,171,798	61.66%
CAPITAL IMPROVEMENT SALES TAX FUND	479,629	1,906,340	128,626	1,906,340	6.75%
DEBT SERVICE FUND	343,040	351,333	262,420	351,333	74.69%
TRANSPORTATION SALES TAX FUND	534,904	1,699,140	510,320	1,699,140	30.03%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,638,976	15,704,620	2,697,456	15,704,620	17.18%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	857,468	931,805	544,380	924,024	58.42%
SPECIAL ALLOCATION FUND	760,675	1,179,800	400,893	1,179,800	33.98%
PARK & STORMWATER SALES TAX FUND	105,968	1,021,000	431,504	1,021,000	42.26%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	311,047	423,547	292,679	423,547	69.10%
COMMONS CID FUND	212,186	413,916	195,944	413,916	47.34%
AMERICAN RESCUE PLAN ACT FUND	711,474	-	141,689	-	
	16,998,914	30,732,291	9,984,199	30,795,518	32.49%



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Police

AGENDA ITEM: Resolution 1365, MoDOT Driving While Intoxicated Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 1365, authorizing and directing the Mayor to sign the Driving While Intoxicated Enforcement Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training. Signatures from each Board member will be required as well.

SUMMARY:

Approval of these items will authorize the Mayor to sign a contract with the Missouri Highway and Transportation Commission for funds, in the amount of \$2006.40, for the overtime and funding for the Missouri DRE/DWI Conference.

PREVIOUS ACTION:

This is an annual grant application that the Police Department has participated in for more than 15 years.

POLICY OBJECTIVE:

Receipt of this grant funding would provide funding for the approximately 24 hours of dedicated enforcement of driving while intoxicated violations. This grant funding will also support sending one officer to training at the DRE/DWI Conference. This grant funds 100% of the project.

FINANCIAL CONSIDERATIONS:

No financial impacts are projected.

ATTACHMENTS:

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

[Contract](#)

RESOLUTION 1365

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE
DWI ENFORCEMENT GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS
AND TRANSPORTATION COMMISSION TO FUND ADDITIONAL
ENFORCEMENT AND TRAINING**

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Missouri Department of Transportation, Department of Highway Safety DWI Enforcement Grant Program.

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund additional enforcement activities and training.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Version: 1

05/28/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Impaired Driving Enforcement
Project Number: 25-ENF-03-069
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$2,006.40
Total:	\$2,006.40

Source of Funds	
Federal:	\$2,006.40
State:	
Local:	\$0.00
Total:	\$2,006.40

Prepared By
Wilson, Scott

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$2,006.40**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.
- 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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other 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 Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **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.
- XVII. **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.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The City of Smithville is located in the northwest corner of Clay County and extends into Platte County to the west. The city is bordered to the north by Clinton County. US-169 Highway is the main thoroughfare running north and south the entire length of the city. US-169 highway is one of two main routes from downtown Kansas City to Saint Joseph. US-169 Highway is intersected by MO-92 Highway; which goes to Leavenworth, KS to the west and Excelsior Springs, MO to the east. The City of Smithville is near three major Interstates: I-435 is approximately 1 mile south of our city limits, I-35 is approximately 12 miles east of our city limits, and I-29 is approximately 12 miles west of our city limits. The City of Smithville is located next to Smithville Lake, which attracts millions of vehicles and visitors throughout the year. A high influx of traffic is experienced even more on holidays such as Memorial Day, July 4th and Labor Day, as many travel to the lake to take place in different holiday related events and recreational activities. This influx of vehicles brings with it an increased number of motorists who operate in a hazardous manner.

Based on available STARS data from calendar years 2020, 2021 and 2022 there were 414 traffic crashes within the Smithville city limits. Of these 414 crashes, 107 crashes resulted in 166 injuries and 8 fatalities.

While investigating crashes in the city, 8 fatal crashes involved alcohol, 19 personal injury crashes involved drugs or alcohol and 23 property damage crashes involved drugs or alcohol.

Using available data from the Missouri State Highway Patrol from 2020-2022, there were a total of 14,488 motor vehicle crashes in Clay County, including the City of Smithville. Of those 14,488 crashes, 3,430 resulted in personal injury and 48 resulted in fatalities. Drugs or alcohol were involved in 40 of the 14,488 crashes, including 11 fatalities crashes and 238 injuries.

The following shows comparative analysis of where Smithville, and Clay and Platte Counties rank:

Alcohol/Drug-Involved Traffic Crashes:

Smithville - 40

Clay County - 675

Platte County - 296

Personal Injury, Alcohol/Drug-Involved Crashes:

Smithville - 17

Clay County - 238

Platte County - 115

Fatal Alcohol/Drug-Involved Crashes:

Smithville - 1

Clay County - 11

Platte County - 6

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Increase DWI enforcement efforts to detect and remove intoxicated drivers from the roadway before crashes occur . Reduce DWI crashes by 6% for the next three years, bringing our total number of crashes to 25 over the next three years.

PROJECT DESCRIPTION

Officers will conduct one, four-hour block of DWI enforcement every other month. This will be done unless there is a known alcohol related holiday, which will take priority. Enforcement days will be primarily Friday or Saturday nights between the hours of 7:00pm and 5:00am.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
We have lost several officers to other agencies, but we are in the process of hiring and training new officers.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
We have not used all of our funding due to officer turnover and the time it takes to hire and train new officers . We are trying to make use of grant funds. This is something our sergeants are encouraging officers to do .	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	38
19	Total number of speeding citations written by your agency.	517
20	Total number of HMV citations written by your agency.	670
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	263

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	174
25	Total number of traffic crashes resulting in a fatality.	4
26	Total number of traffic crashes resulting in a serious injury.	35
27	Total number of speed-related traffic crashes.	1
28	Total number of speed-related traffic crashes resulting in a fatality.	1
29	Total number of speed-related traffic crashes resulting in a serious injury.	7
30	Total number of alcohol-related traffic crashes.	6
31	Total number of alcohol-related traffic crashes resulting in a fatality.	1
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	16
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	20
36	Total number of commissioned patrol and traffic officers.	14
37	Total number of commissioned law enforcement officers available for overtime enforcement.	18
38	Total number of vehicles available for enforcement.	8
39	Total number of radars/lasers.	11

40 Total number of in-car video cameras. 8

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

8 PBTs

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Primarily the U.S, 169 Hwy corridor.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

We will conduct DWI enforcement every other month unless there is a known alcohol related holiday during an off month. These will take priority.

46 Enter the days of the week in which enforcement will be conducted.

Friday or Saturday nights.

47 Enter the time of day in which enforcement will be conducted.

Between 7:00pm and 5:00am.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

We will monitor DWI enforcement arrests and intoxication related crashes to determine if our enforcement is reducing DWI related incidents. We will adjust our target day, time and locations as we evaluate data to make the greatest impact.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Impaired Driving Enforcement Overtime	24.00	\$58.60	\$1,406.40	\$0.00	\$1,406.40
					\$1,406.40	\$0.00	\$1,406.40
Training							
	Professional Development	Missouri DWI/DRE Conference	1.00	\$600.00	\$600.00	\$0.00	\$600.00
					\$600.00	\$0.00	\$600.00
Total Contract					\$2,006.40	\$0.00	\$2,006.40

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On June 18, 2024 the Council of the City of Smithville
 held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Smithville
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member Kelly Kobylski

Council Member Marv Atkins

Council Member Ronald Russell

Council Member Melissa Wilson

Council Member Leeah Shipley

Council Member Dan Hartman

Council Member

Council Member

Mayor Damien Boley



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Police

AGENDA ITEM: Resolution 1366, MoDOT Hazardous Moving Violation Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 1366, authorizing and directing the Mayor to sign the Hazardous Moving Violation Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training. Signatures from each Board member will be required as well.

SUMMARY:

Approval of these items will authorize the Mayor to sign a contract with the Missouri Highway and Transportation Commission for funds, in the amount of \$2156.40, for overtime operations and funding for the Missouri Law Enforcement Traffic Safety Advisory Council Conference.

PREVIOUS ACTION:

This is an annual grant application that the Police Department has participated in for more than 15 years.

POLICY OBJECTIVE:

Receipt of this grant funding would provide funding for the approximately 24 hours of dedicated enforcement of hazardous moving violations. This grant funding will also fund the attendance of one Officers at the annual Law Enforcement Traffic Association Conference. This grant funds 100% of the project.

FINANCIAL CONSIDERATIONS:

No financial impacts are projected.

ATTACHMENTS:

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

[Contract](#)

RESOLUTION 1366

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE HAZARDOUS MOVING VIOLATION GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO FUND ADDITIONAL ENFORCEMENT AND TRAINING

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Missouri Department of Transportation, Department of Highway Safety Hazardous Moving Violation Grant Program.

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund additional enforcement and training.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Version: 1

05/28/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 25-PT*-02-072
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting

State:

Local: _____ \$2,156.40

Total: _____ \$2,156.40

Source of Funds

Federal: _____ \$2,156.40

State:

Local: _____ \$0.00

Total: _____ \$2,156.40

Name of Grantee

Smithville Police Dept.

Grantee County

Clay

Grantee Address

107 W Main St.

Smithville, MO 64089-9384

Telephone

816-532-0500

Fax

816-532-3990

Contract Period

Effective: 10/01/2024

Through: 09/30/2025

Prepared By

Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$2,156.40**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.
- 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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other 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 Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **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.
- XVII. **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.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The City of Smithville is located in the northwest corner of Clay County and extends into Platte County to the west. The city is bordered to the north by Clinton County. US-169 Highway is the main thoroughfare running north and south the entire length of the city. US-169 highway is one of two main routes from downtown Kansas City to Saint Joseph. US-169 Highway is intersected by MO-92 Highway; which goes to Leavenworth, KS to the west and Excelsior Springs, MO to the east. The City of Smithville is near three major Interstates: I-435 is approximately 1 mile south of our city limits, I-35 is approximately 12 miles east of our city limits, and I-29 is approximately 12 miles west of our city limits. The City of Smithville is located next to Smithville Lake, which attracts millions of vehicles and visitors throughout the year. A high influx of traffic is experienced even more on holidays such as Memorial Day, July 4th and Labor Day, as many travel to the lake to take place in different holiday related events and recreational activities. This influx of vehicles brings with it an increased number of motorists who operate in a hazardous manner.

Based on available STARS data from calendar years 2020, 2021 and 2022 there were 414 traffic crashes within the Smithville city limits. Of these 414 crashes, 107 crashes resulted in 166 injuries and 6 fatalities.

While investigating crashes in the city, 560 contributing factors were identified by officers. The top four contributing factors were failing to yield, inattention, too fast for conditions, and following too close. Speed, including too fast for conditions and exceeding the posted limit, were identified as probable contributing circumstances 54 times.

Using available data from the Missouri State Highway Patrol from 2020-2022, there were a total of 14,488 motor vehicle crashes in Clay County, including the City of Smithville. Of those 14,488 crashes, 3,430 resulted in personal injury and 48 resulted in fatalities. Speed was involved in 2035 of the 14,488 crashes and distracted driving was involved in 1,196 crashes.

The following shows comparative analysis of where Smithville, and Clay and Platte Counties rank:

Speed Involved Crashes:

Smithville - 54
Clay County - 2,035
Platte County - 1,082

Fatal and Personal Injury Speed Involved Crashes:

Smithville - 19
Clay County - 611
Platte County - 322

Distraction Involved Crashes:

Smithville - 67
Clay County - 1,196
Platte County - 490

Fatal and Personal Injury Distraction Involved Crashes:

Smithville - 18
Clay County - 358
Platte County - 515

The top crash locations in Smithville involve the US 169 Highway Corridor and intersecting streets of the corridor that run through our jurisdiction, to include MO 92 Highway. Most of our crashes occur between 7:00-9:00am and 12:00-7:00pm. This time represents the morning and afternoon rush hour, as well as school release times.

The Smithville Police Department has eight marked patrol cars, all of which are equipped with dash mounted radar units to allow all officers to conduct speed enforcement.

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Reduce the number of public roadway crashes occurring in the City of Smithville by 24%, bringing our number of crashes below 100.

Reduce the number of injuries caused by crashes by 15% will bring the number of injured parties below 50.

PROJECT DESCRIPTION

Officers will conduct HMV enforcement during the months of January, February, April, June, July and October.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
We have lost several officers to other agencies, but we are in the process of hiring and training new officers.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
We have not used all of our funding due to officer turnover and the time it takes to hire and train new officers . We are trying to make the use of grant funds, which is something our sergeants to encourage other officers to do.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	38
19	Total number of speeding citations written by your agency.	517
20	Total number of HMT citations written by your agency.	670
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	0
23	Total number of warnings issued.	263

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	174
25	Total number of traffic crashes resulting in a fatality.	4
26	Total number of traffic crashes resulting in a serious injury.	35
27	Total number of speed-related traffic crashes.	1
28	Total number of speed-related traffic crashes resulting in a fatality.	1
29	Total number of speed-related traffic crashes resulting in a serious injury.	7
30	Total number of alcohol-related traffic crashes.	6
31	Total number of alcohol-related traffic crashes resulting in a fatality.	1
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	16
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	20
36	Total number of commissioned patrol and traffic officers.	14
37	Total number of commissioned law enforcement officers available for overtime enforcement.	18
38	Total number of vehicles available for enforcement.	8

- 39 Total number of radars/lasers. 11
- 40 Total number of in-car video cameras. 8
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
8 PBTs
- 42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.
Primarily U.S. 169 Hwy corridor between Amory Rd and 188th St.
- 44 Enter the number of enforcement periods your agency will conduct each month. 1
- 45 Enter the months in which enforcement will be conducted.
January, February, April, June, July and October are the months with the most crashes.
- 46 Enter the days of the week in which enforcement will be conducted.
Tuesday through Friday.
- 47 Enter the time of day in which enforcement will be conducted.
Between 7:00am and 8:00pm.
- 48 Enter the number of officers assigned during the enforcement period. 1
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

We will monitor enforcement and crash data in targeted areas to determine if increasing enforcement reduces the number of crashes caused by hazardous moving violations, adjusting enforcement days, times and locations to have the greatest impact.

ADDITIONAL FUNDING SOURCES

None.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	HMV Enforcement Overtime	24.00	\$58.60	\$1,406.40	\$0.00	\$1,406.40
					\$1,406.40	\$0.00	\$1,406.40
Training							
	Training Conducted	LETSAC	1.00	\$750.00	\$750.00	\$0.00	\$750.00
					\$750.00	\$0.00	\$750.00
Total Contract					\$2,156.40	\$0.00	\$2,156.40

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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CITY COUNCIL AUTHORIZATION

On June 18, 2024 the Council of the City of Smithville
 held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Smithville
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member Kelly Kobylski

Council Member Marv Atkins

Council Member Ronald Russell

Council Member Melissa Wilson

Council Member Leeah Shipley

Council Member Dan Hartman

Council Member

Council Member

Mayor Damien Boley



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1367 – Special Event Permit – Hot Summer Nights Event Series

RECOMMENDED ACTION:

A motion to approve Resolution 1367, approving a Special Event Permit for the Smithville Main Street District for the Hot Summer Nights Event Series 2024 at Courtyard Park on August 3, 10, 17, and 24, 2024.

SUMMARY:

Approval of this item will issue a Special Event Permit to the Smithville Main Street District for the Hot Summer Nights Event Series to be held at Courtyard Park on August 3, 10, 17, and 24, 2024.

The requested permit will allow the participants to have alcohol (open container) at the event. The event coordinators have requested that the event run from 5:00 p.m. to 9:00 p.m. for each event date.

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public. Alcohol will be contained within the approved event area.

The event coordinators have applied for and obtained State Alcohol licensing. All businesses/committees selling alcohol are required to have City and State Alcohol licenses.

PREVIOUS ACTION:

n/a

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☒ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Application

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1367

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE SMITHVILLE MAIN STREET DISTRICT FOR THE HOT SUMMER NIGHTS EVENT SERIES AT COURTYARD PARK ON AUGUST 3, 10, 17, AND 24, 2024

WHEREAS, the Smithville Main Street District has submitted an application with all required fees and documentation; and

WHEREAS, a licensed business will supply food and beverages for a fee to the participants at Courtyard Park using their state and city licenses to sell alcohol; and

WHEREAS, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO THE SMITHVILLE MAIN
STREET DISTRICT FOR THE HOT SUMMER NIGHTS EVENT SERIES AT
COURTYARD PARK ON AUGUST 3, 10, 17, AND 24, 2024.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of June 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CITY OF SMITHVILLE
107 West Main Street
Smithville, MO 64089

Date Submitted 6-12
Application # 1
Date Approved _____

SPECIAL EVENT APPLICATION

Thank you for choosing the City of Smithville for your event. Staff looks forward to working with you in ensuring a quality event and protecting the public health, safety, and welfare of event participants and the public at large. In order to do so, the City requires that all events must be approved prior to the event. Please complete and return the following special event application to City Hall at the address above. Thank you again for choosing Smithville. Please refer to the Application Information and corresponding sections in the [Event Rules and Conditions](#) to answer most questions.

1. EVENT INFORMATION:

Event Name: Hot Summer Nights
Event Location: Courtyard Park Event Tier: _____
Detailed event description (additional room on next page or sheet may be attached): _____
Live music and small community activities like bubbles and sidewalk chalk.
Estimated attendance: 200
Event Date(s) and Times: 8-3-24/8-10-24/8-17-24/8-24-24
Set up date/time: 5:00 pm* Cleanup finished date/time: 9:00 pm

2. APPLICANT / CONTACT INFORMATION:

Applicant

Name: Sarah Ulledahl
Organization: Smithville Main Street District
Address: 107 E. Main Street
City, State, Zip: Smithville MO 64089

Phone: 816-877-3570 Fax: _____
Emergency #: _____
E-mail: sarah@smithvillemainstreetdistrict@gmail.com

Property Owner(s), if not applicant or City

Name: _____
Organization: _____
Address: _____
City, State, Zip: _____

Phone: _____ Fax: _____
Emergency #: _____
E-mail: _____

Alternative Contact

Name: Alicia Neth
Phone: 816-419-2951

Alternative Contact

Name: _____
Phone: _____

Detailed event description continued (Attach additional sheet if necessary): _____

3. EVENT TYPE:

Run ☐ Walk ☐ Parade/
March ☐ Bike
Race/Tour ☐ Street Fair ☐ Concert ☒ Film ☐ Festival ☒ Other: ☐ _____

5. SITE PLAN

Where do you plan to have your event? Courtyard Park: ☒ Other Public Property: _____

The site plan should be a detailed narrative and/or map including a description of the event set up, such as event entry and exit, temporary restrooms, first aid, start/finish lines, inflatables, and a timeline of your event. Please write this description in the space provided below or attach the description as a Word document. Explain Your Site Plan (Attach additional sheet if necessary): on front

6. PARKING PLAN

Do you have sufficient on street/lot parking at your event space? Yes: ☒ No: ☐

If No: Additional Parking and Shuttle Routes need to be approved by the City. Explain Your Parking Plan (Attach additional sheet if necessary): _____

7. PUBLIC INFORMATION:

If applicable, surrounding businesses that will be impacted by the event must be notified no later than 14 days prior to the event. How will you notify neighbors/businesses of your event? Explain (Attach additional sheet if necessary): _____

Will notify by meeting and email ☒

8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): _____

Will make a social media post. ☒

9. SECURITY PLAN:

Describe your security plan, including crowd control, internal security, and venue safety. Specify if you would like to hire off-duty police support. (Attach additional sheet if necessary): ¹ _____

event coordination will manage all staff and
be point of contact

10. RESTROOM PLAN:

Describe your restroom/restroom cleaning plan. At least three restrooms must be provided for each estimated 500 attendees. Specify if you would like to hire city staff support (Attach additional sheet if necessary): ✓

11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary): _____

Volunteers will clean up after event. ✓

12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary): _____

We will have bandages and ice for small problems, and we will rely on the professionals for bigger problems. ✓

13. UTILITY CONNECTIONS

Do you want to have a utility connection/s at your event? Yes: x No: _____

If Yes: How Many Electric Pedestals? stage

If Yes: How Many Water Hookups? _____

Additional Utility Requests (Attach additional sheet if necessary): _____

14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: x No: _____

If Yes: Explain (Attach additional sheet if necessary): see map

15. OTHER STAFF SUPPORT:

Do you desire to hire city staff for other duties? Yes: ____ No: x

If Yes: Please Explain (Attach additional sheet if necessary): _____

16. SIGNAGE:

Do you want to also have advertising signage for your event on private property? Yes: x No: _____ ✖

If Yes: Attach a [Sign Permit Application](#)

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: x No: _____

Are you having amplified music?..... Yes: x No: _____ (If Yes, complete question 18 on [pg. 13](#))

Will you have food/sales vendors?..... Yes: _____ No: x (If Yes, complete question 20 on [pg. 15-16](#))

18. AMPLIFIED SOUND / PERFORMANCE LIST

If you plan to have amplified sound, provide a tentative list of performers, performance type, music genre, performance times, and duration. Include non-live prerecorded sound/music. The complete performance list is due 7 days before the event (Attach additional sheet if necessary):

1. Chapel Hill Rebellion
2. Sass Monkey
3. The Hiway
4. EZ Street
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

INSURANCE

Must submit a copy of your special event insurance policy with this form.

THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION: 1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES AND INDEMNIFIES the Releasees ("Releasees" are defined as the City of Smithville and its respective officials, agents and employees) from all liability against any and all claims and causes of action for injury, death, disease, related in any manner to the Event; 2. IN THE ABSENCE OF PROVIDING PROOF OF INSURANCE COVERAGE, the Sponsor Organization further acknowledges that the City of Smithville is not sponsoring nor otherwise involved in the administration of the Event, and the Sponsor assumes responsibility for claims associated with its operation or administration. THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE

Date

* Sarah Ulledahl

PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE

TITLE

* Sarah Ulledahl

19. VENDORS:

Please fill out the following vendor information. Refer to the [Event Rules and Conditions](#) for more information. Include amusement/carnival ride vendors.

VENDOR LIST:

[illegible]

VENDOR MAP

Please map the planned vendors at your event (Attach additional sheet if necessary):

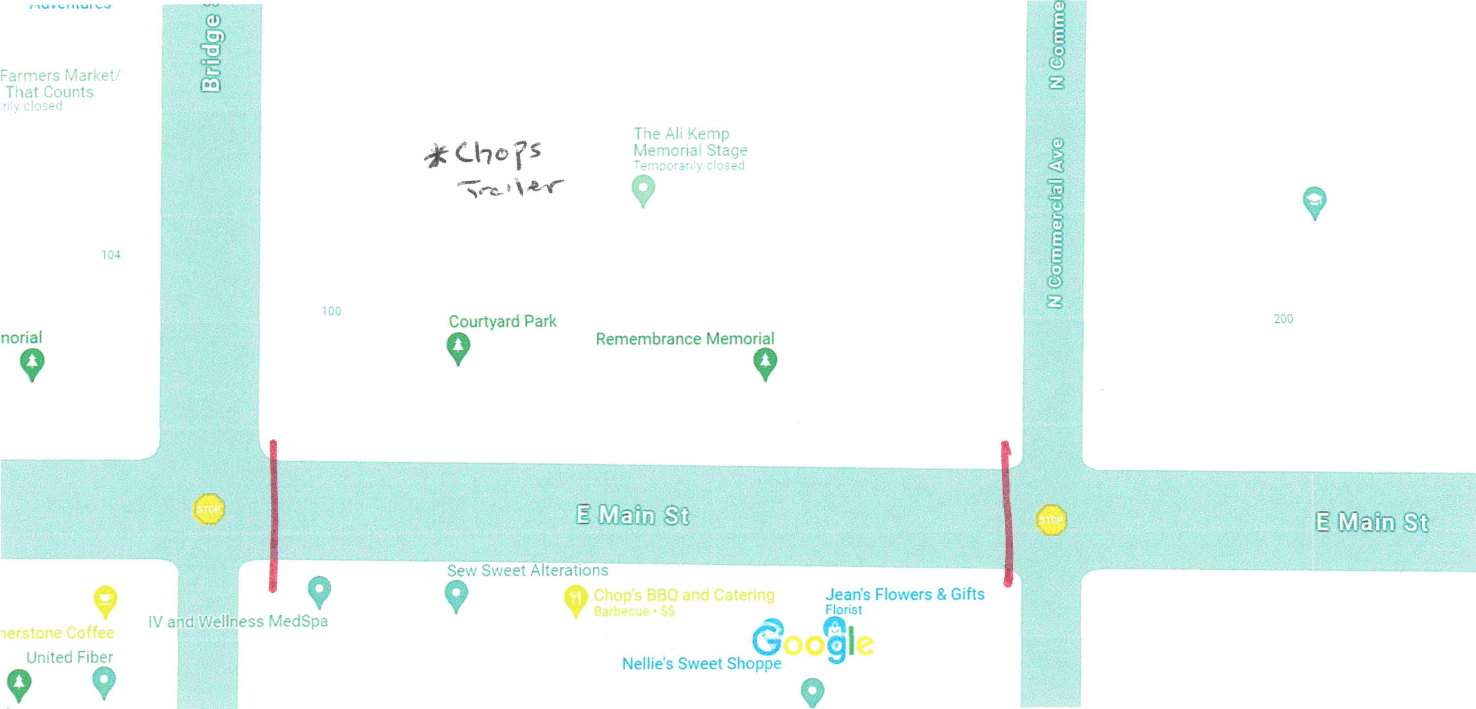
(May be depicted on site plan)

Attached

LEGAL

I have read and understand the [Event Rules and Conditions](#) and [Application Information Guide](#). I will abide by these terms and fees associated with my event.

*Sarah Ullrich Event coordinator 6-12-24 Date



600.070 (G & H)

G. Drinking In Public Places Prohibited.

1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot, except in those areas above granted a special event permit.
2. No person shall drink or ingest any intoxicating liquor or non-intoxicating beer in or on any public place.
3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while in or upon any public place.
4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

H. Special Event Permit. The Board of Aldermen may grant a special event permit for purposes as identified in Section 600.070(G)(1), above, and under the following conditions:

1. An application must be filed with the Chief of Police that describes the applicant's name and business or interest in the event; the name(s) and contact information of any or all liquor license holders who will be involved in such event; the public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot to be included in the event area; the beginning and ending time of such event, and the telephone contact of the person in charge of and present at the event.
2. The estimated number of participants in the event shall be provided to the Chief of Police, and the applicant shall pay all costs of security needed as a result of the event to ensure compliance.

[1] Editor's Note: Former Section 600.070, which derived from RSMo. §§311.280, 311.340, 311.600, 311.330, 311.310, 312, 400; Ord. No. 2255-04 §1, 3-16-2004, was repealed 6-21-2011 by Ord. No. 2790-11 §1.



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Parks

AGENDA ITEM: Resolution 1368 – Temporary Liquor License – Chops BBQ and Catering

REQUESTED BOARD ACTION:

A motion to approve Resolution 1368, issuing a Temporary Liquor License to Chops BBQ and Catering for the Hot Summer Nights Event Series August 3,10,17 and 24.

SUMMARY:

Approval of this item would issue a Temporary Liquor License to Chops BBQ and Catering, to be part of the Special Event at Courtyard Park and surrounding area for the Hot Summer Nights event series August 3,10,17 and 24. Smithville Main Street District is hosting the event.

Vendors are:

-Chops BBQ and Catering

Requested Licenses: Temporary Permit

This license will be effective August 3,10,17 and 24 (pending all state license requirements).

PREVIOUS ACTION:

Chops BBQ and Catering has been approved for a Temporary Liquor License for a previous event in 2024 already.

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

n/a

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1368

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE
TO CHOPS BBQ AND CATERING FOR THE HOT SUMMER NIGHTS EVENT
SERIES ON AUGUST 3, 10, 17, AND 24**

WHEREAS, Smithville Main Street District will be hosting Hot Summer Nights on August 3, 10, 17 and 24, 2024; and

WHEREAS, the vendor is Chops BBQ; and

WHEREAS, the license will be effective August 3, 10, 17 and 24, 2024, pending all state license requirements.

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO CHOPS BBQ
AND CATERING FOR THE HOT SUMMER NIGHTS EVENT SERIES ON
AUGUST 3, 10, 17, AND 24, 2024.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of June 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



June 12, 2024

Cynthia Wagner:

I have reviewed the Temporary Liquor application submitted by Sarah Ulledahl for Chop's BBQ. I have reviewed Mrs. Ulledahl's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Mrs. Ulledahl be issued a city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge



City Administrator's Report

June 13, 2024

Citizens Academy

Just a reminder that applications for the Citizen's Academy, which will be held this fall, are due by July 31 and may be found [here](#).

Public Works Projects Update

Quincy Boulevard Improvements Project

The contractor plans to complete the remaining street overlay on Quincy Boulevard (from Owens to Hawthorne) on Friday, June 14. Following this, they will finish a few cleanup tasks, marking the project's completion.

Bridge Street Waterline Replacement

The contractor needs to complete street repairs and clean-up, with the project expected to be finished by June 21.

Streetscape Phase III

The bid opening for Streetscape Phase III project is June 18, 2024.

US 169 HWY / Road Closure / May 28 – July 12

MoDOT will close the intersection at U.S. 169 and 188th Street in all directions from 7 a.m. on Tuesday, May 28, until July 12 for intersection improvements. All work is weather permitting

City Hall and Meeting Schedule

The July 2 Board of Aldermen meeting be cancelled.

City Hall will be closed Thursday, July 4 and Friday July 5 in observance of Fourth of July.



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1369, approving a part-time employment agreement with Robert Lemley.

REQUESTED BOARD ACTION:

Motion to approve Resolution 1369, authorizing and directing the Mayor to enter into a part-time employment agreement with Robert Lemley.

SUMMARY:

After 26 years of service to the City of Smithville as the City's Utilities Superintendent, Robert (Bob) Lemley is retiring August 2, 2024.

For many years the City has been fortunate to have several Class A Licensed Operators at the water production plant. Due to several factors over the last few months, retirements, health and other family issues, we have a need for a Class A operator. Recruitment efforts have not been successful to date but efforts will continue.

We currently have five operators and are cross training operations staff to run the plant however it takes significant time to obtain the Class A license required by the Missouri Department of Natural Resources.

Bob has agreed to work part time to ensure continuity of the operations and training of staff. He has held a Class A license for over 15 years.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Continuity of operations

FINANCIAL CONSIDERATIONS:

Funding is available in the utilities personnel budget due to staffing vacancies.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☐ Minutes

RESOLUTION 1369

RESOLUTION OF THE CITY OF SMITHVILLE MISSOURI APPROVING THE PART-TIME EMPLOYMENT AGREEMENT WITH ROBERT LEMLEY

I. RECITALS AND FINDINGS

WHEREAS, Robert Lemley has served as the Chief Water Treatment Plant Operator for the City of Smithville Missouri; and

WHEREAS, Robert Lemley has given the City notice that he has decided to retire from Full-time employment.

WHEREAS, the City has expressed a desire to continue to use the services of Robert Lemley on a part-time basis to continue the work previously done by him and to aid the City in the transition.

WHEREAS, the City and Robert Lemley have negotiated an Employment Agreement by which he may continue on a part-time basis working for the City. Said Employment Agreement is attached hereto as Exhibit 1.

II. RESOLUTION

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

THAT the Mayor is authorized to sign the employment Agreement with Robert Lemley in the form of Exhibit 1 attached hereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of June, 2024.

Damien Boley, Mayor

Linda Drummond, City Clerk

EXHIBIT 1

EMPLOYMENT CONFIDENTIALITY - AGREEMENT

This Agreement is effective on the 5th day of August 2024, (Effective Date) between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Robert Lemley: (hereinafter called Employee), pursuant to these terms and conditions:

RECITALS

Whereas, the Employee has served as the Chief Water Treatment Plant Operator for the City of Smithville Missouri; and

Whereas, the Employee has decided to retire from full-time employment.

Whereas, the City has expressed a desire to continue to use the services of the Employee on a part time basis to continue the work previously done by the Employee and to aid the City in the transition to successor employee(s) and to continue as the Chief Plant Operator.

The City and Employee wish to memorialize their understanding regarding their working arrangement.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, it is hereby agreed as follows:

AGREEMENTS

1.1 EMPLOYMENT AND DUTIES. The Employee shall maintain his Class A water production license with the MODNR and be listed as the Chief Plant Operator and will report to, and provide the services assigned by the Mayor, City Administrator, Public Works Director or their designee. The employee hereby accepts this employment upon the conditions herein contained and agrees to devote such Employee's best efforts to promote and further the needs of the City. Said duties shall include the following:

- Oversee and supervision of Water Treatment Plant Operations
- Monitoring compliance
- Scheduling staff
- Training Staff
- Oversight, monitor, and coordination of plant operations and construction improvements
- DNR compliance reporting.
- Fill in for operators as necessary.
- All work necessary for the proper operation and maintenance of the water

plant, towers, raw water pump station to ensure safe drinking water.

1.2. The Employee shall faithfully adhere to, execute and fulfill all policies established by the City.

1.3. The Employee shall not, during the term of employment hereunder, engage in any other transaction with the City for compensation or be engaged as an individual, owner, officer, agent or employee in any business that is providing services to the City or attempting to contract with or provide services to the City. The Employee will not solicit the City's business for any other entity. The foregoing limitation shall not be construed as prohibiting Employee from providing services to other employers made known to the City, if in the City's sole discretion, such other employment does not interfere with Employee's duties and responsibilities hereunder. If in the City's sole discretion any such other employment does interfere with Employee's duties and/or responsibilities hereunder, Employer may give Notice to Employee that any such other employment activity must not be commenced or if active must be terminated. However, the foregoing limitation shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of any other portion of this agreement.

1.4 The Employee hereby represents and warrants to the City that the execution of this Agreement by Employee and City's employment of Employee and the performance of Employee's duties hereunder will not violate or constitute a breach of any agreement with any other person or entity. Employee agrees to indemnify the City for any claim, (including, but a lot limited to, attorneys fees and expenses of investigation, and litigation) by any third party that such third party may now have or may hereinafter have against the City based upon or arising out of any non-competition agreement, breach of fiduciary duty, convention or secrets agreement between Employee and such third party.

2.0 COMPENSATION. For services rendered by Employee, the City shall compensate Employee as follows:

2.1 This agreement shall not change any compensation to which the Employee was entitled as a full-time employee prior to the effective date of this agreement.

2.2 After the Effective Date, Employee will perform the services as set forth above under paragraph 1.1 on a part-time basis at the rate of pay of One Hundred Dollars (\$100.00) per hour. It is anticipated that the typical schedule will be Monday through Friday of approximately Four (4) hours per day overlapping each shift for supervision and guidance, with no holidays or weekends. It is anticipated that employee will generally work an average of Twenty (20) hours per week, with a minimum of 10 hours and maximum of 30 hours, but this time may be adjusted by the mutual agreement of the parties. The Employee will report his hours through Time

Force (clock in - clock out) and the City will compensate the Employee every two weeks in accordance with its current payroll policy. In no case will the hours exceed 1500 hours per year. The Schedule shall be flexible because of the need of filling in for a shift. City will withhold from Employees wages as required by State and Federal Law in conformity with the Employee's W-4 on file with the City.

2.3. *Benefits and Other Compensation.* Pursuant to this agreement the Employee shall not be entitled to receive any additional benefits and compensation unless such benefits and compensation are provided to all part-time Employees. Employee acknowledges he has received information from the City on how to continue his health, dental and eye insurance (if applicable - at his own expense) after leaving full-time employment. After the effective date of this agreement the Employee acknowledges that he will not receive any other Benefits or Other Compensation other than as set forth herein.

3.1 CONFIDENTIALITY. Employee and the City anticipate that while employed by the City, Employee may come into contact with, produce, and/or learn confidential information concerning the City's business, including but not limited to its method of doing business, trade secrets, patents, data, vendor information, other employee information and information concerning residents. The Employee shall be employed and have access to such information under the conditions that such confidential and/or proprietary information remain confidential and the property of the City.

3.2. All information of a tangible or intangible nature disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during his employment shall be considered confidential and the property of the City.

3.3. All rights in and title to confidential information, related materials, samples, products, data or processes disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during his employment shall remain and/or vest in the City. All inventions, information, related materials, samples, products, data and/or processes produced and/or developed by the Employee during his employment shall be considered work for hire and shall be the property of the City.

3.4. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting, either expressly or by implication, any license under any copyright, trade secret, patent or other proprietary right now or hereafter owned or controlled by the City, nor any right to use the information made available to and/or produced by the Employee individually and/or jointly with others.

3.5. Each invention, discovery, improvement of and/or addition to the City's existing computer code, property, data, product and/or confidential information whether made individually by Employee during the course of employment and/or with others shall be the property of the City.

3.6. Employee shall not, without the prior written consent of the City, disclose or provide access to the City's confidential information to any third party for any purpose, nor reproduce in any media the confidential information disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during Employee's employment.

3.7. The obligation of Employee to protect confidential information shall not apply to information which:

- (A) Is or becomes publicly known through no wrongful act of Employee; or
- (B) Becomes rightfully known to Employee without confidential restrictions from a source other than the City and/or any of its employees; or
- (C) Is approved by the City for disclosure without restriction in a written document which is signed by a duly authorized officer of the City; or
- (D) Employee can show written records that such information was rightfully in Employee's possession before any employment with the City.

3.8. The Employee further agrees that any confidential information disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during his employment and all copies thereof shall not be taken from the City's place of business without the written approval of the City and any material allowed to be removed with such written permission shall be returned at the direction of the City, but in no event later than five (5) days after Employee is no longer employed by the City.

3.9. The obligation of Employee to hold the confidential information in confidence shall survive the termination (for any reason) of Employee's employment.

3.10. The Employee agrees to cooperate with the City and to execute any document reasonably necessary to give effect to this agreement.

4.1 TERM: This Agreement will continue until terminated in any one of the following ways.

4.2 By the Employee upon Thirty (30) days' notice.

4.3 By the City, it is understood that the employment relationship is At Will and may be terminated by the City with or without "Cause" and with or without notice. Under this Agreement, there is no contractual right to employment for a definite period of time.

5.1 RETURN OF CITY PROPERTY. After the Effective Date the Employee may be provided certain equipment and/or materials with which to provide the services anticipated by this agreement. It is understood that this equipment will include a phone and possibly a computer. It is understood that such provided material and equipment shall remain the Property of the City. Upon the termination of this Agreement or upon the request by the City, Employee will return to the City all City property including any equipment and data lists and other property delivered to or compiled by Employee by or on behalf of the City, the City's Representatives, or Vendors thereof which pertain to the business of the City shall be and remain the property of the City and the subject at all times to discretion and control thereof. Likewise, all correspondence, reports, records, samples, reports, data, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the City which is collected by Employee shall be delivered promptly to be City without request.

6.1 BOND. The City shall have the option to procure at its expense a fiduciary Bond on Employee regarding the services provided by the Employee to the City pursuant to this agreement. Employee agrees to cooperate in that process and to provide any information or complete any forms needed for such a Bond.

7.1 INDEMNIFICATION. To the extent permitted by applicable law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim(s) or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as under this Agreement, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals. The City shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties and occurring within the course and scope of his employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

7.2 EMPLOYEE recognizes that City shall have the absolute right to compromise any and all claims.

7.3 To the extent permitted by applicable law, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the City as long as the litigation is pending. Further, if no longer employed by City, City agrees to pay Employee reasonable consulting

fees and travel expenses when Employee serves as a witness, advisor or consultant to City regarding pending litigation.

8.0 APPLICABLE LAW, JURISDICTION AND VENUE. The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content 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. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

9.1 NOTICES. Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the City Administrator, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the home address of the Employee on file with the City. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

10. GENERAL PROVISIONS.

10.1 Integration. This Agreement and the Municipal Code of the City of Smithville, Missouri, sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

10.2 Condition Precedent: This Agreement/Contract 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 Employment Agreement Contract.

10.2_Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as his heirs, assigns, executors, personal representatives and successors in interest.

10.3 Effective Date. This Agreement shall become effective after the Condition Precedent as set forth in paragraph 10.2 has been satisfied and all parties have executed this Agreement

10.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

10.6 Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes, cancels, and merges all Agreements, negotiations, commitments, writings, and discussions between them as to the subject prior to the date of the execution of this Agreement. No modifications to this Agreement shall be binding on either party unless such modifications are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEE

By: _____
Robert Lemley



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1370, Approving a part-time employment agreement with Antonia Augustin.

REQUESTED BOARD ACTION:

Motion to approve Resolution 1370, authorizing and directing the Mayor to enter into a part-time employment agreement with Antonia Augustin.

SUMMARY:

After 24 years of service to the City of Smithville as an Operator at the Water Production Plant, Antonia (Tonie) Augustin is retiring August 6, 2024.

For many years the City has been fortunate to have several Class A Licensed Operators at the water production plant. Due to several factors over the last few months, retirements, health and other family issues, we have a need for a additional support to complete testing , reportdata and assist in staff training. Recruitment efforts have not been successful to date but efforts will continue.

We currently have five operators and are cross training operations staff to run the plant however it takes significant time to learn the many tasks and tests that are needed every day to ensure water quality.

Tonie has agreed to work part time to ensure continuity of the operations and training of staff. She also holds a Class A license and will train new staff about the testing and reporting that needs to be completed and will also be available to fill in for staff when attending National Guard training.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Continuity of operations

FINANCIAL CONSIDERATIONS:

Funding is available in the utilities personnel budget due to staffing vacancies.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☐ Minutes

RESOLUTION 1370

RESOLUTION OF THE CITY OF SMITHVILLE MISSOURI APPROVING THE PART-TIME EMPLOYMENT AGREEMENT WITH ANTONIA AUGUSTIN

I. RECITALS AND FINDINGS

WHEREAS, Antonia Augustin has served in the Water Treatment Plant for the City of Smithville Missouri; and

WHEREAS, Antonia Augustin has given the City notice that she has decided to retire from Full-time employment.

WHEREAS, the City has expressed a desire to continue to use the services of Antonia Augustin on a part-time basis to continue the work previously done by her and to aid the City in the transition.

WHEREAS, the City and Antonia Augustin have negotiated an Employment Agreement by which she may continue on a part-time basis working for the City. Said Employment Agreement is attached hereto as Exhibit 1.

WHEREAS, the City and Antonia Augustin have negotiated an Employment Agreement by which he may continue on a part-time basis working for the City. Said Employment Agreement is attached hereto as Exhibit 1.

II. RESOLUTION

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

THAT the Mayor is authorized to sign the employment Agreement with Antonia Augustin in the form of Exhibit 1 attached hereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of June, 2024.

Damien, Boley, Mayor

Linda, Drummond, City Clerk

EXHIBIT 1

EMPLOYMENT CONFIDENTIALITY - AGREEMENT

This Agreement is effective on the 19th day of August 2024, (Effective Date) between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Antonia Augustin: (hereinafter called Employee), pursuant to these terms and conditions:

RECITALS

Whereas, the Employee has served in the Water Treatment Plant for the City of Smithville Missouri; and

Whereas, the Employee has decided to retire from full-time employment.

Whereas, the City has expressed a desire to continue to use the services of the Employee on a part time basis to continue the work previously done by the Employee and to aid the City in the transition to successor employee(s) and to continue as a Plant Operator.

The City and Employee wish to memorialize their understanding regarding their working arraignment.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein and the performance of each, it is hereby agreed as follows:

AGREEMENTS

1.1 EMPLOYMENT AND DUTIES. The Employee shall maintain her Class A water production license with the MODNR and be listed as a Plant Operator and will report to, and provide the services assigned by the Mayor, City Administrator, Director of Public Works or their designee. The employee hereby accepts this employment upon the conditions herein contained and agrees to devote such Employee's best efforts to promote and further the needs of the City. Said duties shall include the following:

- Sampling including testing for Bac -T, ecoli, collection of 10 samples in the system / month
- Quarterly THM testing
- Calibration of equipment
- Ordering chemical supplies, verify chemical feed rates and make adjustments
- Prepare monthly, quarterly and annual reports for MODNR
- Lab testing

Track, input, and report data including plant run times, gallons produced, raw water

Train staff to perform duties

Fill in an occasional shift for staff that is on military leave, this may include Saturday or other staff on day shift (2 day notice of shift coverage)

1.2. The Employee shall faithfully adhere to, execute and fulfill all policies established by the City.

1.3. The Employee shall not, during the term of employment hereunder, engage in any other transaction with the City for compensation or be engaged as an individual, owner, officer, agent or employee in any business that is providing services to the City or attempting to contract with or provide services to the City. The Employee will not solicit the City's business for any other entity. The foregoing limitation shall not be construed as prohibiting Employee from providing services to other employers made known to the City, if in the City's sole discretion, such other employment does not interfere with Employee's duties and responsibilities hereunder. If in the City's sole discretion any such other employment does interfere with Employee's duties and/or responsibilities hereunder, Employer may give Notice to Employee that any such other employment activity must not be commenced or if active must be terminated. However, the foregoing limitation shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made nor violate the terms of any other portion of this agreement.

1.4 The Employee hereby represents and warrants to the City that the execution of this Agreement by Employee and City's employment of Employee and the performance of Employee's duties hereunder will not violate or constitute a breach of any agreement with any other person or entity. Employee agrees to indemnify the City for any claim, (including, but a lot limited to, attorneys fees and expenses of investigation, and litigation) by any third party that such third party may now have or may hereinafter have against the City based upon or arising out of any non-competition agreement, breach of fiduciary duty, convention or secrets agreement between Employee and such third party.

2.0 COMPENSATION. For services rendered by Employee, the City shall compensate Employee as follows:

2.1 This agreement shall not change any compensation to which the Employee was entitled as a full-time employee prior to the effective date of this agreement.

2.2 After the Effective Date, Employee will perform the services as set forth above under paragraph 1.1 on a part-time basis at the rate of pay of Sixty Dollars (\$60.00) per hour. It is anticipated that employee will generally work an average of Eight (8) hours per week, but this time may be adjusted by the mutual agreement of the parties. The Employee will report her hours through Time Force (clock in - clock

out) and the City will compensate the Employee every two weeks in accordance with its current payroll policy. In no case will the hours exceed 1500 hours per year. The Schedule shall be flexible because of the need of filling in for a shift. City will withhold from Employees wages as required by State and Federal Law in conformity with the Employee's W-4 on file with the City.

2.3. *Benefits and Other Compensation.* Pursuant to this agreement the Employee shall not be entitled to receive any additional benefits and compensation unless such benefits and compensation are provided to all part-time Employees. Employee acknowledges she has received information from the City on how to continue her health, dental and eye insurance (if applicable - at her own expense) after leaving full-time employment. After the effective date of this agreement the Employee acknowledges that she will not receive any other Benefits or Other Compensation other than as set forth herein.

3.1 CONFIDENTIALITY. Employee and the City anticipate that while employed by the City, Employee may come into contact with, produce, and/or learn confidential information concerning the City's business, including but not limited to its method of doing business, trade secrets, patents, data, vendor information, other employee information and information concerning residents. The Employee shall be employed and have access to such information under the conditions that such confidential and/or proprietary information remain confidential and the property of the City.

3.2. All information of a tangible or intangible nature disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during her employment shall be considered confidential and the property of the City.

3.3. All rights in and title to confidential information, related materials, samples, products, data or processes disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during her employment shall remain and/or vest in the City. All inventions, information, related materials, samples, products, data and/or processes produced and/or developed by the Employee during her employment shall be considered work for hire and shall be the property of the City.

3.4. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting, either expressly or by implication, any license under any copyright, trade secret, patent or other proprietary right now or hereafter owned or controlled by the City, nor any right to use the information made available to and/or produced by the Employee individually and/or jointly with others.

3.5. Each invention, discovery, improvement of and/or addition to the City's existing computer code, property, data, product and/or confidential information whether made individually by Employee during the course of employment and/or with others shall be the property of the City.

3.6. Employee shall not, without the prior written consent of the City, disclose or provide access to the City's confidential information to any third party for any purpose, nor reproduce in any media the confidential information disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during Employee's employment.

3.7. The obligation of Employee to protect confidential information shall not apply to information which:

- (A) Is or becomes publicly known through no wrongful act of Employee; or
- (B) Becomes rightfully known to Employee without confidential restrictions from a source other than the City and/or any of its employees; or
- (C) Is approved by the City for disclosure without restriction in a written document which is signed by a duly authorized officer of the City; or
- (D) Employee can show written records that such information was rightfully in Employee's possession before any employment with the City.

3.8. The Employee further agrees that any confidential information disclosed to Employee, learned and/or produced by Employee individually and/or jointly with others during her employment and all copies thereof shall not be taken from the City's place of business without the written approval of the City and any material allowed to be removed with such written permission shall be returned at the direction of the City, but in no event later than five (5) days after Employee is no longer employed by the City.

3.9. The obligation of Employee to hold the confidential information in confidence shall survive the termination (for any reason) of Employee's employment.

3.10. The Employee agrees to cooperate with the City and to execute any document reasonably necessary to give effect to this agreement.

4.1 TERM: This Agreement will continue until December 31, 2024, unless terminated in any one of the following ways.

4.2 By the Employee upon Thirty (30) days' notice.

4.3 By the City, it is understood that the employment relationship is At Will and may be terminated by the City with or without "Cause" and with or without notice. Under this Agreement, there is no contractual right to employment for a definite period of time.

5.1 RETURN OF CITY PROPERTY. After the Effective Date the Employee may be provided certain equipment and/or materials with which to provide the services

anticipated by this agreement. It is understood that this equipment will include a phone and possibly a computer. It is understood that such provided material and equipment shall remain the Property of the City. Upon the termination of this Agreement or upon the request by the City, Employee will return to the City all City property including any equipment and data lists and other property delivered to or compiled by Employee by or on behalf of the City, the City's Representatives, or Vendors thereof which pertain to the business of the City shall be and remain the property of the City and the subject at all times to discretion and control thereof. Likewise, all correspondence, reports, records, samples, reports, data, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the City which is collected by Employee shall be delivered promptly to be City without request.

6.1 BOND. The City shall have the option (if needed) to procure at its expense a fiduciary Bond on Employee regarding the services provided by the Employee to the City pursuant to this agreement. Employee agrees to cooperate in that process and to provide any information or complete any forms needed for such a Bond.

7.1 INDEMNIFICATION. To the extent permitted by applicable law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim(s) or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as under this Agreement, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals. The City shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties and occurring within the course and scope of her employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

7.2 EMPLOYEE recognizes that City shall have the absolute right to compromise any and all claims.

7.3 To the extent permitted by applicable law, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the City as long as the litigation is pending. Further, if no longer employed by City, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to City regarding pending litigation.

8.0 APPLICABLE LAW, JURISDICTION AND VENUE. The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content 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. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

9.1 NOTICES. Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the City Administrator, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the home address of the Employee on file with the City. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

10. GENERAL PROVISIONS.

10.1 Integration. This Agreement and the Municipal Code of the City of Smithville, Missouri, sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

10.2 Condition Precedent: This Agreement/Contract 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 Employment Agreement Contract.

10.2_Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as her heirs, assigns, executors, personal representatives and successors in interest.

10.3 Effective Date. This Agreement shall become effective after the Condition Precedent as set forth in paragraph 10.2 has been satisfied and all parties have executed this Agreement

10.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed

to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

10.6 Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes, cancels, and merges all Agreements, negotiations, commitments, writings, and discussions between them as to the subject prior to the date of the execution of this Agreement. No modifications to this Agreement shall be binding on either party unless such modifications are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEE

By: _____
Antonia Augustin



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1371, Site Plan Approval – 100 James Street

REQUESTED BOARD ACTION:

A motion to approve Resolution 1371, authorizing site plan approval for construction of an addition to the existing warehouse at 100 James Street.

SUMMARY:

The applicant submitted a site plan application for construction of a 7,800 ft² addition to its current warehouse at 100 James Richardson Street just east of the Post Office.

The Thornell company recently obtained site plan approval from the Planning and Zoning Commission in February for a new building in the First Park Industrial Park. Prior to the matter coming to the Board of Aldermen, the applicant pulled the request and decided to simply add on to the existing facility at 100 James Street. The proposal meets the applicable building design and coloration requirements and is in full compliance.

After review at the June 11, 2024, Planning Commission meeting, the Commission recommended approval of the site plan as described in the staff report.

PREVIOUS ACTION:

The last site plan approval occurred in 2015.

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Planning Commission meeting may be viewed online. | |

RESOLUTION 1371

A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF A 7,800 FT² ADDITION TO ITS WAREHOUSE AT 100 JAMES STREET

WHEREAS, the applicant submitted plans for construction of an addition to its' warehouse building to be located at 100 James Street; and

WHEREAS, the Planning Commission reviewed the submittal concerning the layout, building materials and colors at its June 11, 2024 meeting; and

WHEREAS, the Planning Commission recommends approval of the site plan at 100 James Street as described in the Staff Report.

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

**THAT THE SITE PLAN APPLICATION FOR AN ADDITION AT 100 JAMES
STREET.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
June 11, 2024
Site Plan Review of Parcel Id #05-802-00-01-018.00

Application for a Site Plan Approval

Code Sections:	400.390 – 400.440	Site Plan Approval
Property Information:		
Address:	100 James Street	
Owner:	Thornell, KC Properties & Investments LLC	
Current Zoning:	I-1	
Application Date:	April 15, 2024	

GENERAL DESCRIPTION:

Applicant seeks to obtain site plan approval for a 7,800 square foot addition to its' existing warehouse building at 100 James Street. All aspects of the addition will match the existing facility, it will simply extend the building north 60'. Primary issue for review was the stormwater management plan, which has been reviewed and approved by the city's engineers.

The only other matter concerns the right-of-way extension of James Street to the north property line. When the applicant sought to vacate an existing road right of way that separated his two lots, it was agreed by the city to vacate, conditioned upon the applicant dedicating additional right of way to extend the James Street right of way to the north property line in exchange for the vacating of the right of way that extended to the northwest corner of the same lot(s). It has been discovered that the title of that 50' wide strip of ground was not effectively transferred to the city as right of way. A condition of approval of this item should include applicant granting title, via a right of way easement, to the city and recording such document.

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.

Meets the site plan standards

2. The extent to which the development would be compatible with the surrounding area.

Matches the buildings current façade and the land to the north and west of this project is currently a large wooded area.

3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.

The project's stormwater management plan was reviewed and approved by the city's engineers. .

4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.

Complies fully.

5. The extent to which the proposal conforms to the adopted engineering standards of the City.

Stormwater management plan is approved and in place.

6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.

Complies.

7. The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:

- a. Preserve existing off-site views and create desirable on-site views;

On-site views have historically been a large wooded area and no change is needed.

- b. Conserve natural resources and amenities available on the site;

The site is currently yard area for the existing facility, so no valuable natural resources need to be conserved.

- c. Minimize any adverse flood impact;

Project includes a stormwater management plan that has been reviewed and approved by the city's engineers.

- d. Ensure that proposed structures are located on suitable soils;

Engineers will adjust footings based upon the soil types during the building permit process.

- e. Minimize any adverse environmental impact; and

No adverse environmental impact is known.

- f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.

All utilities are available on site.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Site Plan with the condition that applicant convey the James Street right of way on the east side of the parcel to the City of Smithville prior to occupancy of the addition.

Respectfully Submitted,

S/Jack Hendrix/S
Director of Development

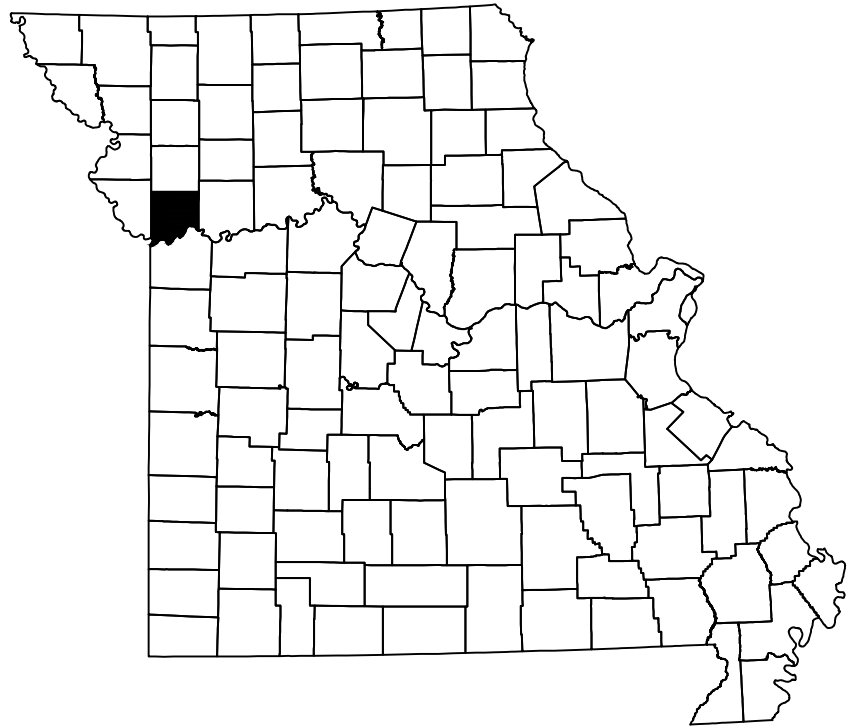
DEVELOPMENT PLAN
FOR
MCGUIRE BUILDING ADD-ON
100 JAMES ST
CITY OF SMITHVILLE, MISSOURI

LEGAL DESCRIPTION

TRACT "M", STEWART COMMERCIAL PARK, A
SUBDIVISION OF LAND IN THE CITY OF
SMITHVILLE, CLAY COUNTY, MISSOURI.

OWNER / DEVELOPER

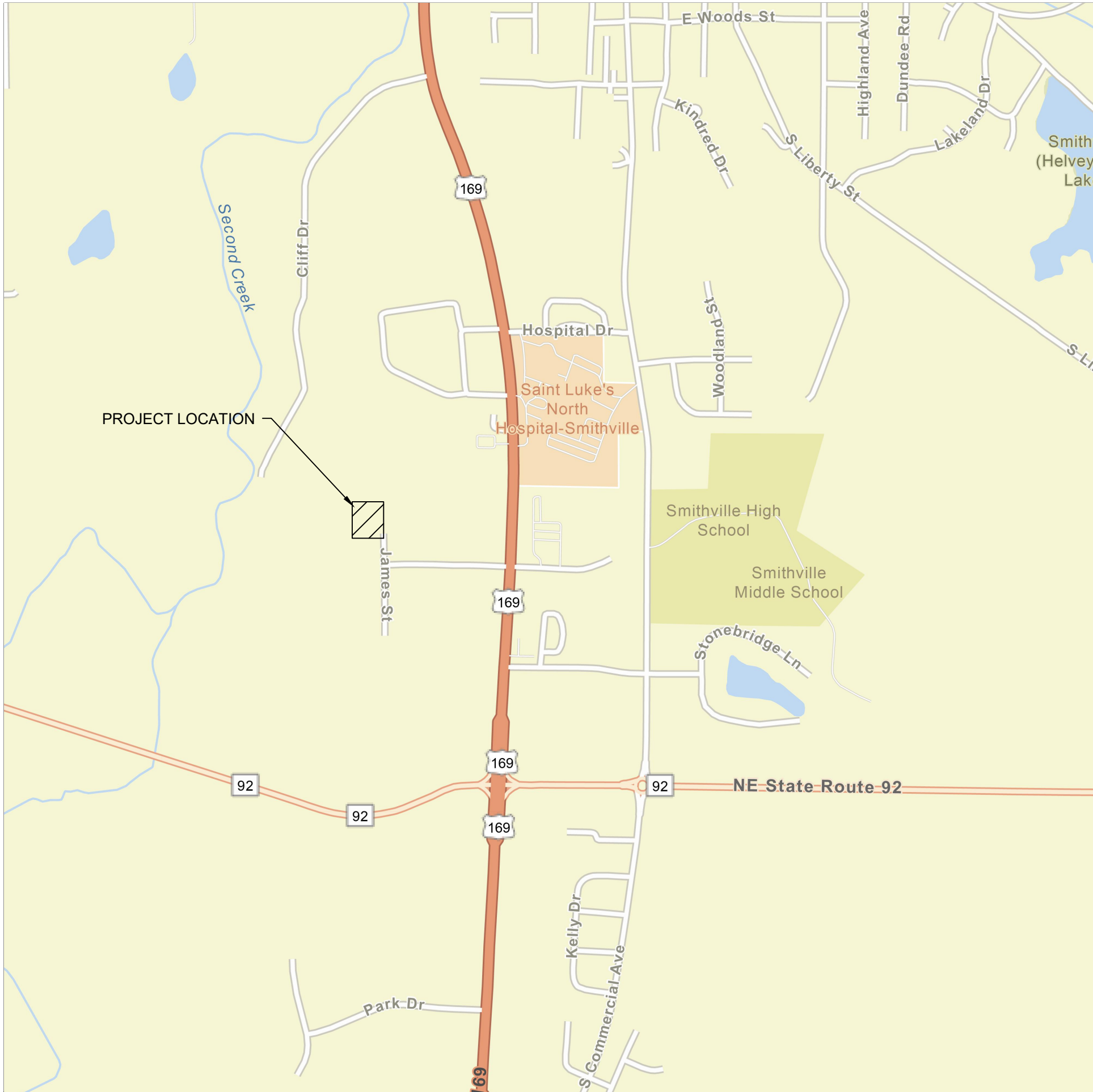
MICHAEL MCGUIRE
100 JAMES ST.
SMITHVILLE, MO 64089



CLAY COUNTY, MO



Know what's below.
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VICINITY MAP

Sheet List Table

- C1.0 TITLE SHEET
- C1.1 GENERAL NOTES
- C2.0 EXISTING CONDITIONS AND DEMO PLAN
- C3.0 SITE PLAN
- C4.0 GRADING PLAN
- C4.1 EROSION CONTROL PLAN

MCGUIRE BUILDING ADD-ON

TITLE SHEET

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.



Project No: 124.0410.11

Sheet C1.0

MARK	REVISION	DATE	BY
Engineer: RS	Checked By: SD	Scale: 1" = 500'	
Technician: JS	Date: 04-08-2024	T-R-S: ---	
Snyder & Associates Engineers & Planners, Inc. Missouri State Certificate of Authority #2006005544			
Sheet C1.0			

LEGEND

FEATURES

Contour Elevation

Fence (Wood)

Deciduous Tree \\ Shrub

Coniferous Tree \\ Shrub

Sanitary Manhole

Water Service Valve

Well

Utility Pole

Guy Anchor

Utility Pole with Light

Utility Pole with Transformer

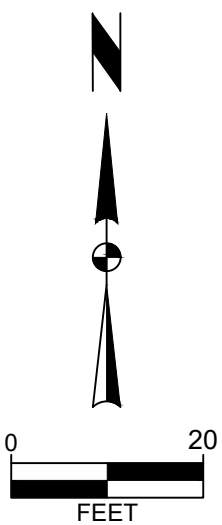
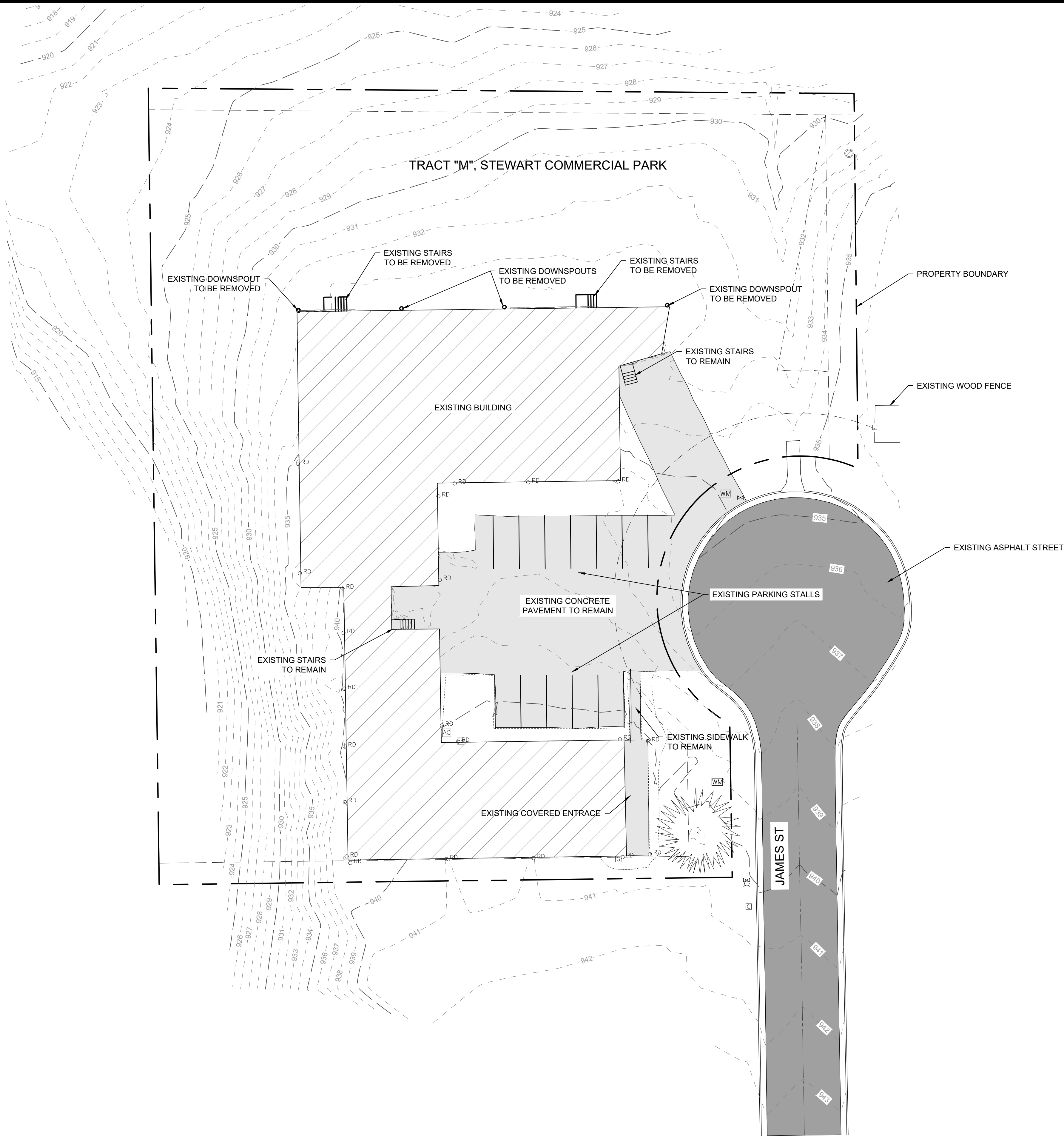
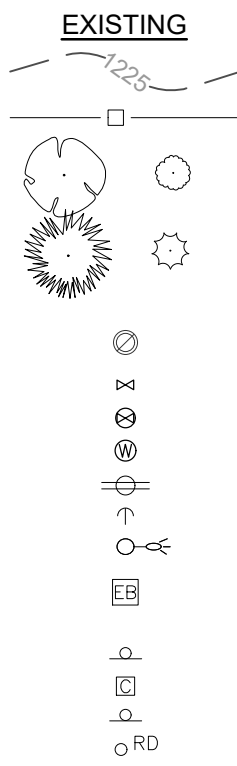
Electric Transformer

Traffic Sign

Communication Pedestal

Sign

Roof Drain



MCGUIRE BUILDING ADD-ON

EXISTING CONDITIONS AND DEMO PLAN

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.



Project No: 124.0410.11

Sheet C2.0

MARK	REVISION	DATE	BY
Engineer: RS	Checked By: SD	Scale: 1" = 20'	
Technician: JS	Date: 04-08-2024	T-R-S: ---	

Snyder & Associates Engineers & Planners, Inc.
Missouri State Certificate of Authority #2006008544

Sheet C2.0

LEGEND:

= SILT FENCE

= VEHICLE TRACKING CONTROL

= CONCRETE WASH OUT

LEGEND:

= EXISTING INDEX CONTOUR

= NEW INDEX CONTOUR

EROSION CONTROL PLAN - CONSTRUCTION NOTES

- 1

CONTRACTOR TO INSTALL SILT FENCE. REMOVE AND RELOCATE AS NECESSARY FOR CONSTRUCTION.
- 2

APPROXIMATE LOCATION OF VEHICLE TRACKING CONTROL. CONTRACTOR TO INSTALL PER APWA STANDARD DETAIL ESC-01. LOCATION CAN BE ADJUSTED AS NEEDED FOR CONSTRUCTION.
- 3

PROPOSED CONCRETE WASHOUT LOCATION. CONTRACTOR TO INSTALL PER APWA STANDARD DETAIL ESC-01. LOCATION CAN BE ADJUSTED AS NEEDED FOR CONSTRUCTION.

MCGUIRE BUILDING ADD-ON

EROSION CONTROL PLAN

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.



Project No: 124.0410.11

Sheet C4.1

802 FRANCIS STREET
ST. JOSEPH, MISSOURI 64501
816-364-5222 | www.snyder-associates.com

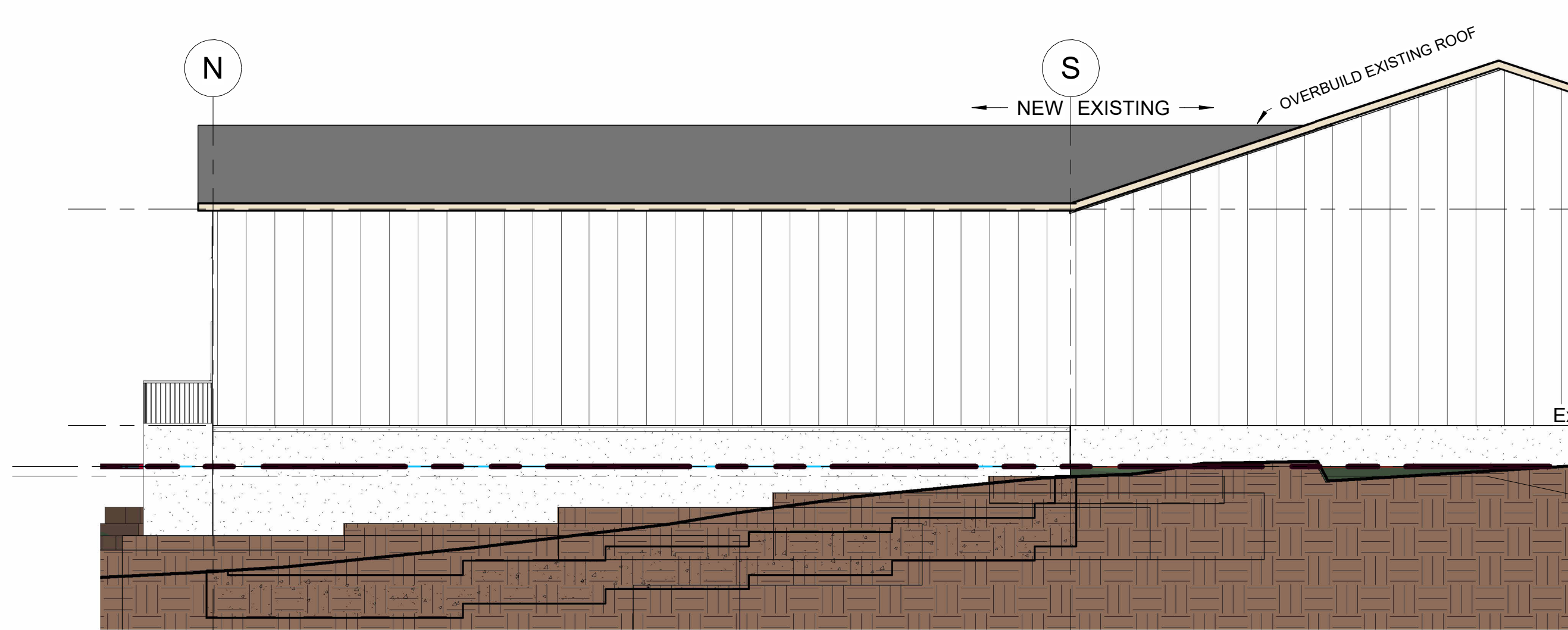
Sheet C4.1

Snyder & Associates Engineers & Planners, Inc.
Missouri State Certificate of Authority #2006008544

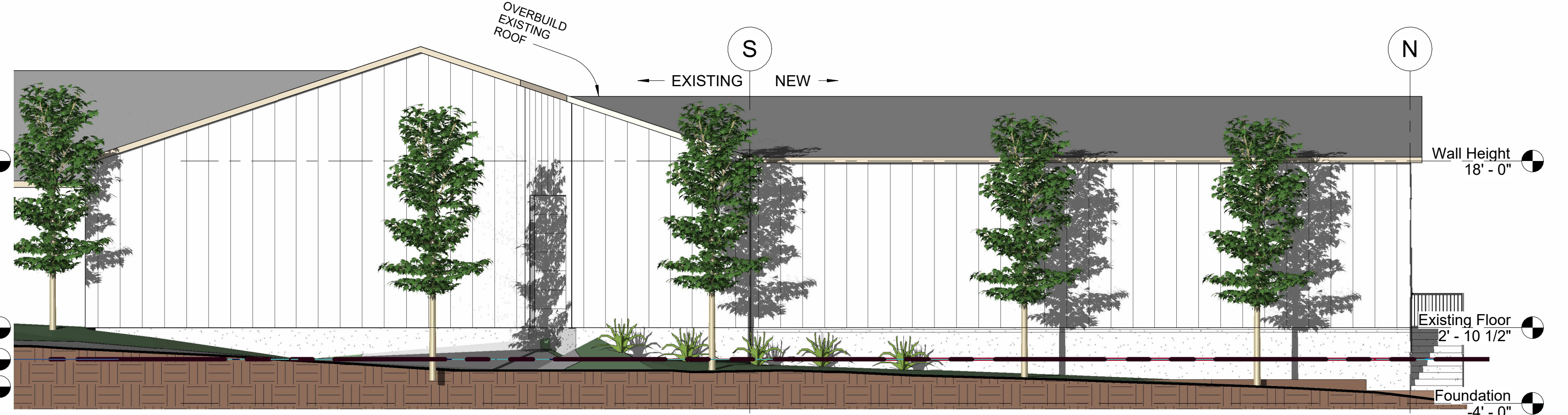
MARK: REVISION: DATE: BY:

Engineer: RS Checked By: SD Scale: 1" = 20'

Technician: JS Date: 04-08-2024 T-R-S: ---



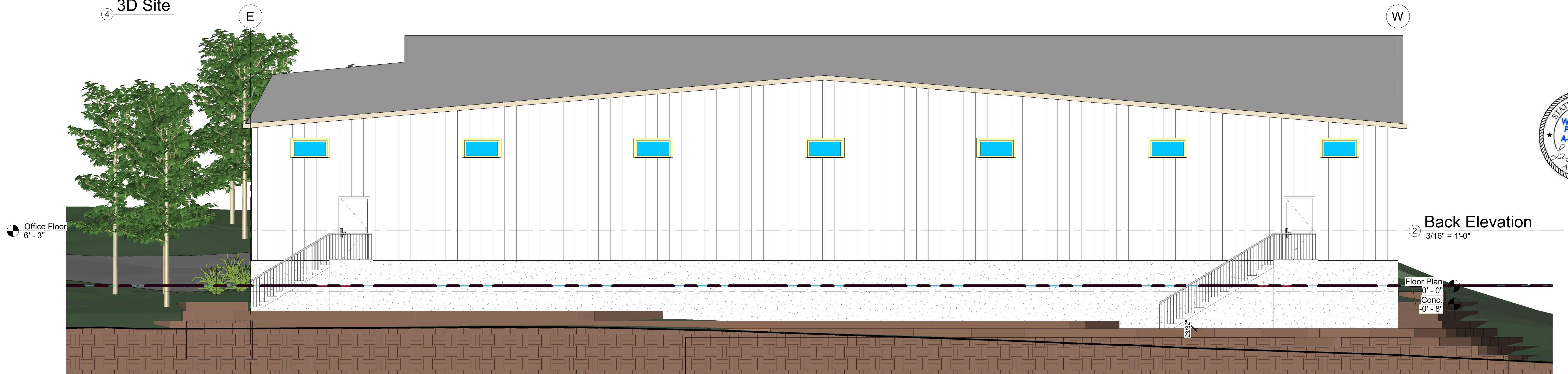
① Left Elevation
1/8" = 1'-0"



③ Right Elevation
1/8" = 1'-0"



④ 3D Site



② Back Elevation
3/16" = 1'-0"

W. LEE RHOD AIA ARCHITECT
11871 SE STATE ROUTE H AGENCY MO. 64491
LEERHOD.COM 816-244-6568 LEERHOD@gmail.com

Building Addition for
Thornell
Smithville, Missouri



Elevations
Project number 23-36
Date 4-12-24
A2
Scale As indicated



STAFF REPORT
June 11, 2024
Site Plan Review of Parcel Id #05-802-00-01-018.00

Application for a Site Plan Approval

Code Sections:	400.390 – 400.440	Site Plan Approval
Property Information:		
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Owner:	Thornell, KC Properties & Investments LLC	
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STAFF RECOMMENDATION:

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Respectfully Submitted,

S/Jack Hendrix/S
Director of Development

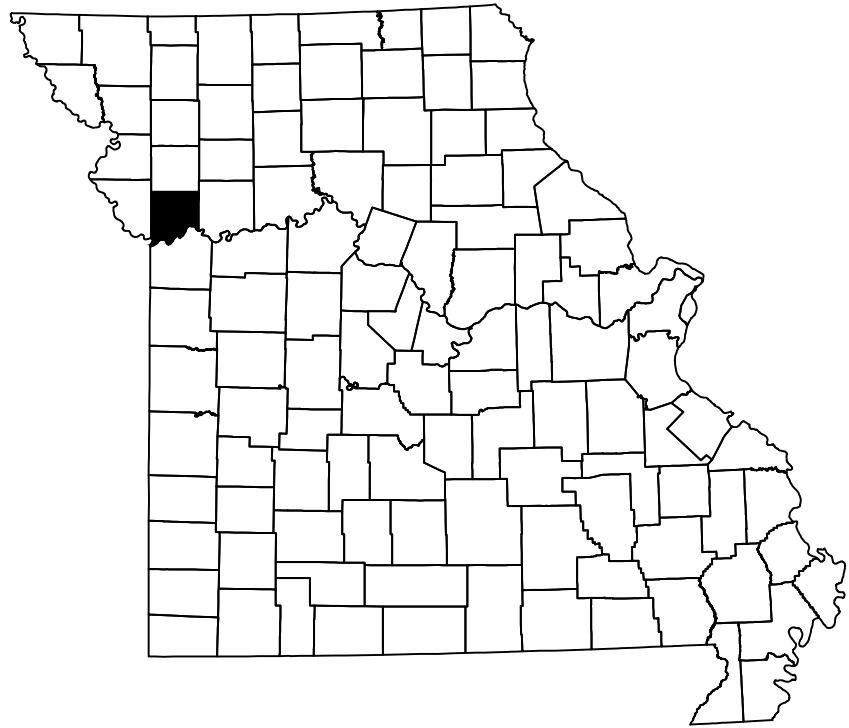
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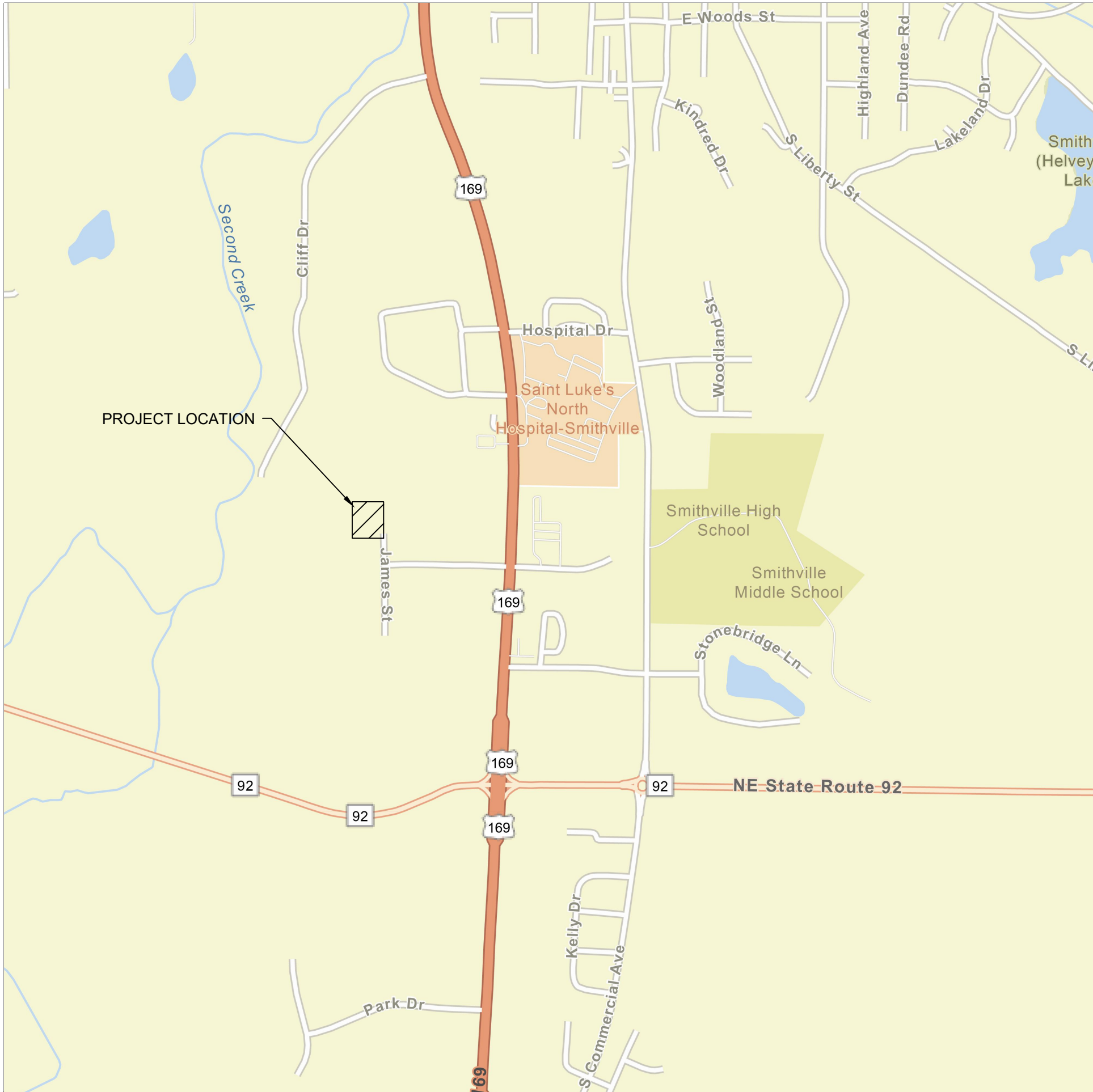
MICHAEL MCGUIRE
100 JAMES ST.
SMITHVILLE, MO 64089



CLAY COUNTY, MO



Know what's below.
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VICINITY MAP

Sheet List Table

- C1.0 TITLE SHEET
- C1.1 GENERAL NOTES
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MCGUIRE BUILDING ADD-ON

TITLE SHEET

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.



Project No: 124.0410.11

Sheet C1.0

MARK	REVISION	DATE	BY
Engineer: RS	Checked By: SD	Scale: 1" = 500'	
Technician: JS	Date: 04-08-2024	T-R-S: ---	
Snyder & Associates Engineers & Planners, Inc. Missouri State Certificate of Authority #2006005544			
Sheet C1.0			

LEGEND

FEATURES

Contour Elevation

Fence (Wood)

Deciduous Tree \\ Shrub

Coniferous Tree \\ Shrub

Sanitary Manhole

Water Service Valve

Well

Utility Pole

Guy Anchor

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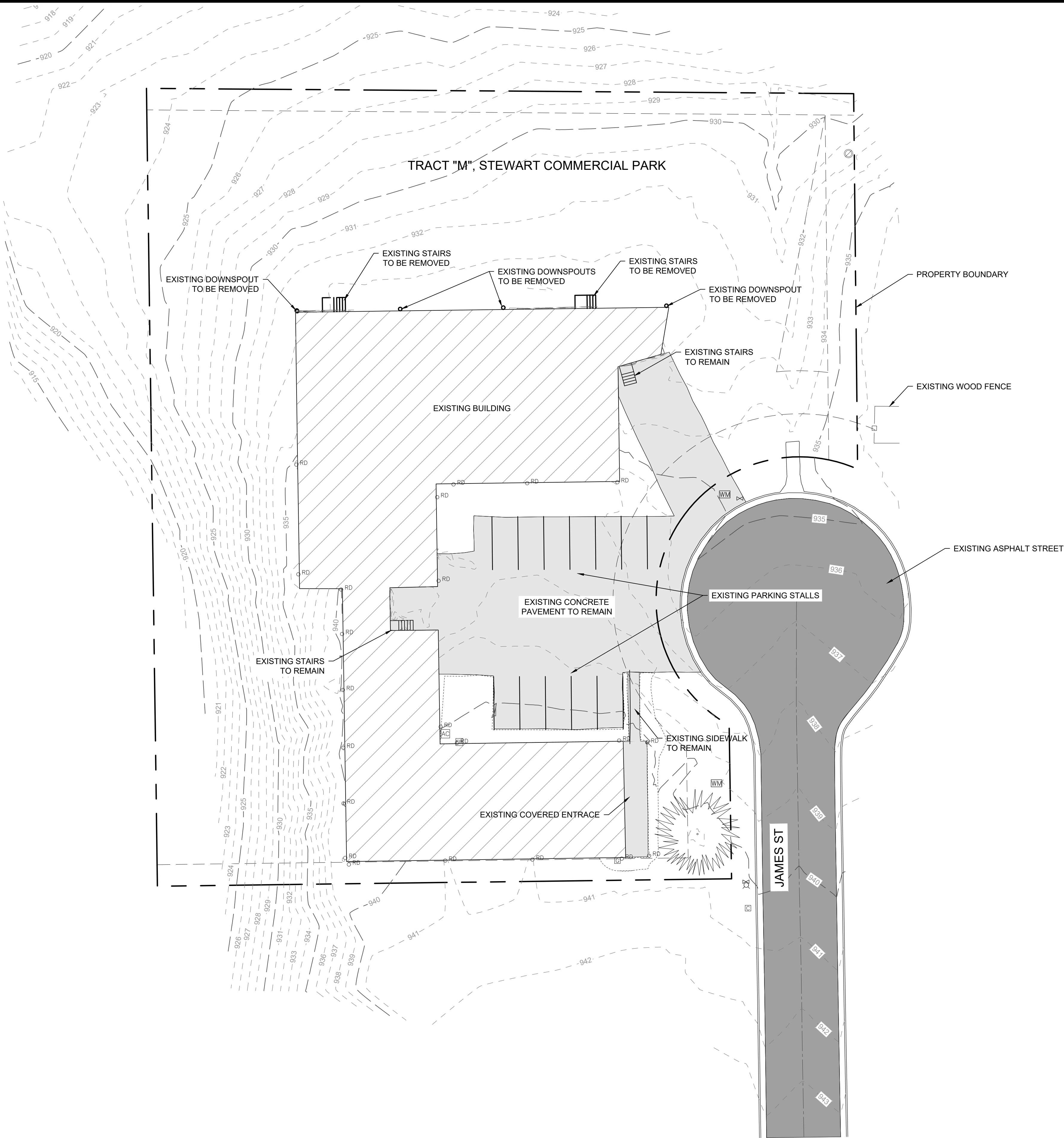
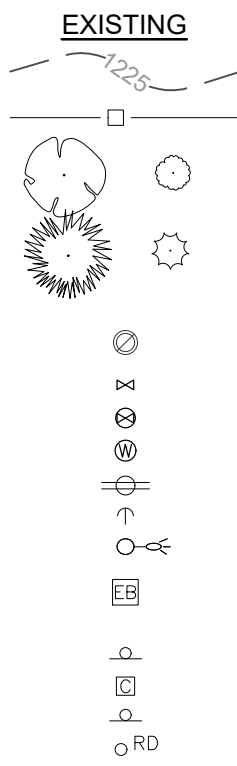
Electric Transformer

Traffic Sign

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MCGUIRE BUILDING ADD-ON

EXISTING CONDITIONS AND DEMO PLAN

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.



Project No: 124.0410.11

Sheet C2.0

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Technician: JS	Date: 04-08-2024	T-R-S: ---	

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ST. JOSEPH, MISSOURI 64501
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Sheet C2.0

Snyder & Associates Engineers & Planners, Inc.
Missouri State Certificate of Authority #2006008544

LEGEND:

= EXISTING CONCRETE PAVEMENT

= EXISTING ASPHALT PAVEMENT

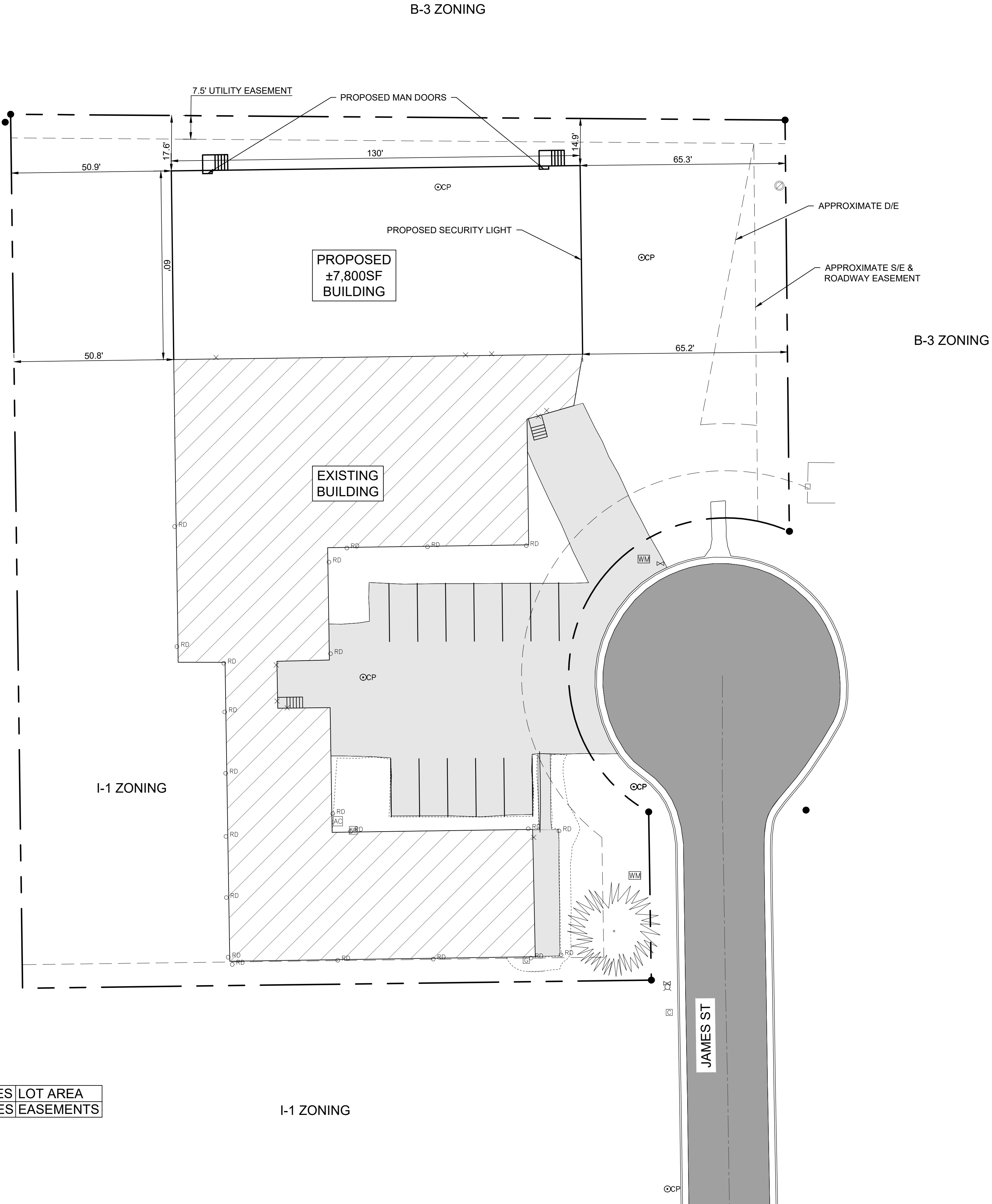
= EXISTING BUILDING

1.37 ACRES

LOT AREA

0.19 ACRES

EASEMENTS



MC GUIRE BUILDING ADD-ON

SITE PLAN

SNYDER & ASSOCIATES

ENGINEERS & PLANNERS, INC.

802 FRANCIS STREET

ST. JOSEPH, MISSOURI 64501

816-364-5222 | www.snyder-associates.com

SMITHVILLE, MO

Project No: 124.0410.11

Sheet C3.0

MARK	REVISION	DATE	BY
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Technician: JS	Date: 04-08-2024	T-R-S: ---	

Snyder & Associates Engineers & Planners, Inc.

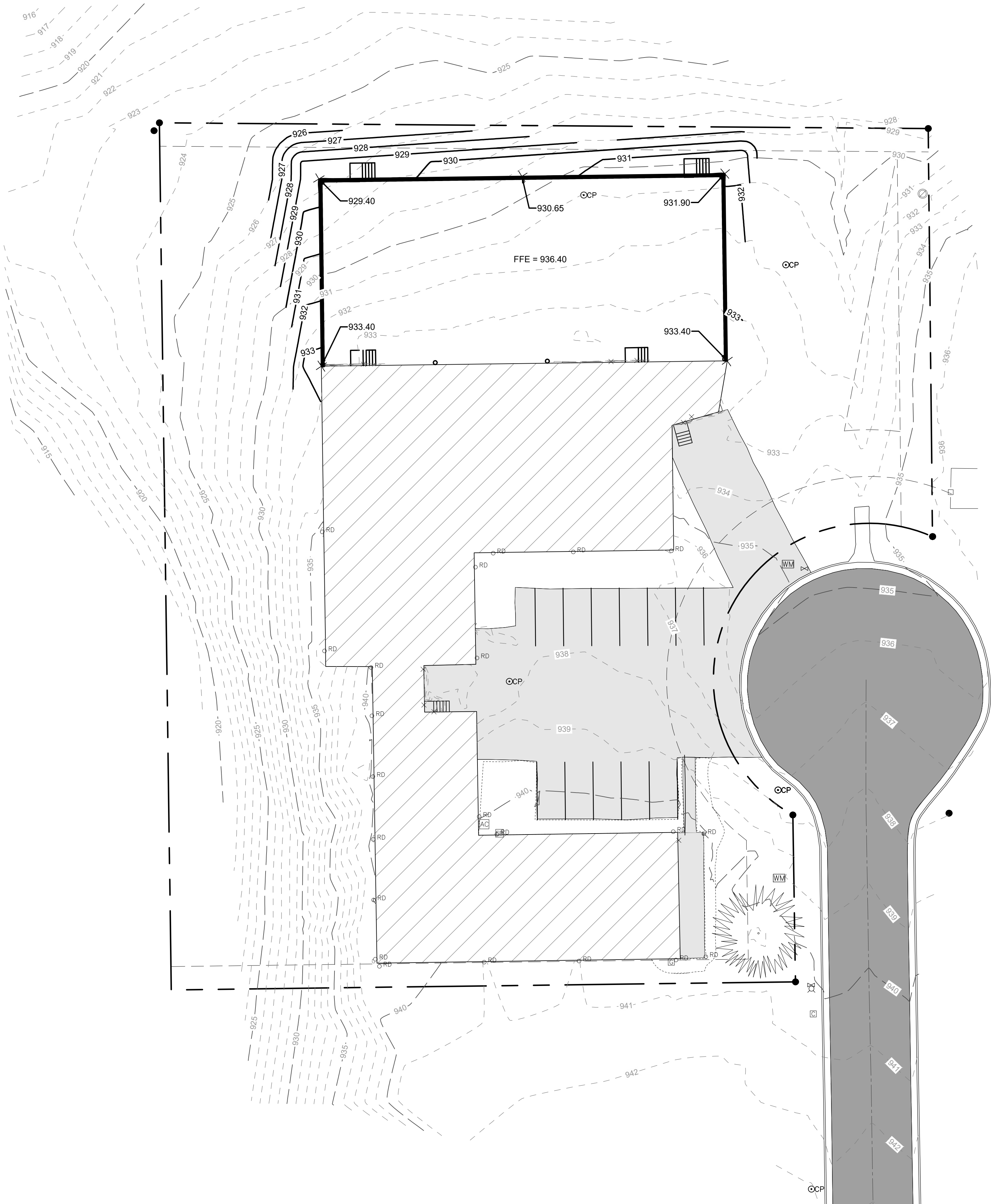
Missouri State Certificate of Authority #2006008544

Sheet C3.0

LEGEND:

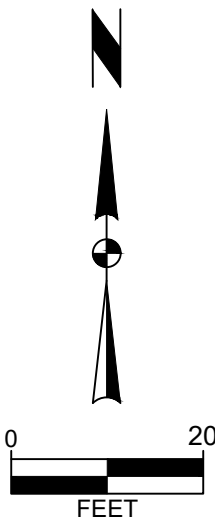
-870- = EXISTING INDEX CONTOUR

-870- = NEW INDEX CONTOUR



GRADING PLAN - GENERAL NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES, AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION, ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- D. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RE-SPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- F. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES.
- G. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS AND DEPTH PRIOR TO WALL CONSTRUCTION TO DETERMINE ALL POSSIBLE CONFLICTS.



MCQUIRE BUILDING ADD-ON

GRADING PLAN

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.

SMITHVILLE, MO

**SNYDER & ASSOCIATES**

Project No: 124.0410.11
Sheet C4.0

MARK

Engineer: RS

Technician: JS

REVISION

Checked By: SD

Date: 04-08-2024

DATE

Scale: 1" = 20'

T-R-S: ---

BY

SD

JS

Sheet C4.0

Snyder & Associates Engineers & Planners, Inc.

Missouri State Certificate of Authority #2006008544

802 FRANCIS STREET

ST. JOSEPH, MISSOURI 64501

816-364-5222 | www.snyder-associates.com

LEGEND:

= SILT FENCE

= VEHICLE TRACKING CONTROL

= CONCRETE WASH OUT

LEGEND:

= EXISTING INDEX CONTOUR

= NEW INDEX CONTOUR

EROSION CONTROL PLAN - CONSTRUCTION NOTES

- 1

CONTRACTOR TO INSTALL SILT FENCE. REMOVE AND RELOCATE AS NECESSARY FOR CONSTRUCTION.
- 2

APPROXIMATE LOCATION OF VEHICLE TRACKING CONTROL. CONTRACTOR TO INSTALL PER APWA STANDARD DETAIL ESC-01. LOCATION CAN BE ADJUSTED AS NEEDED FOR CONSTRUCTION.
- 3

PROPOSED CONCRETE WASHOUT LOCATION. CONTRACTOR TO INSTALL PER APWA STANDARD DETAIL ESC-01. LOCATION CAN BE ADJUSTED AS NEEDED FOR CONSTRUCTION.

MCGUIRE BUILDING ADD-ON

EROSION CONTROL PLAN

SMITHVILLE, MO

SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.

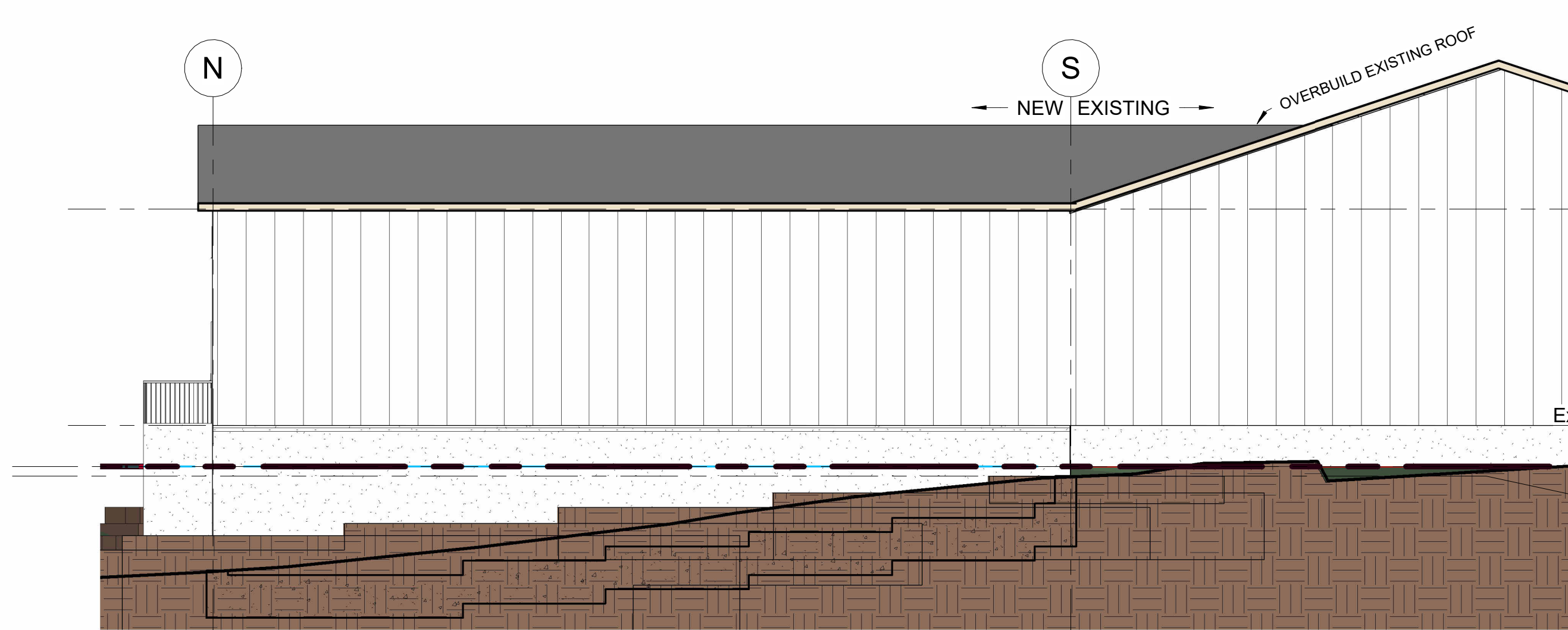


Project No: 124.0410.11

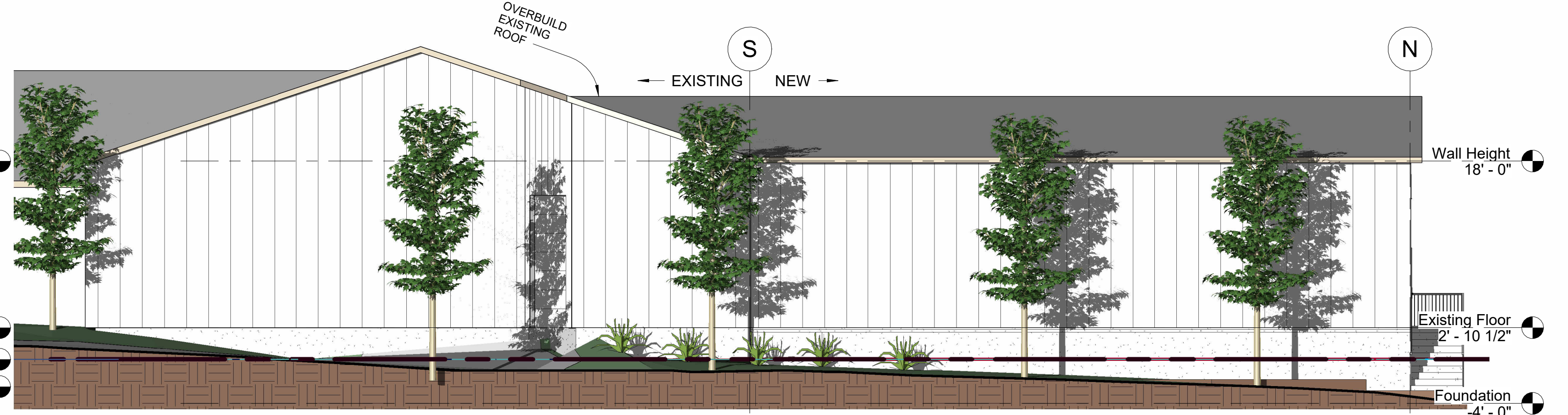
Sheet C4.1

MARK	REVISION	DATE	BY
Engineer: RS	Checked By: SD	Scale: 1" = 20'	
Technician: JS	Date: 04-08-2024	T-R-S:	
Snyder & Associates Engineers & Planners, Inc. Missouri State Certificate of Authority #2006008544			

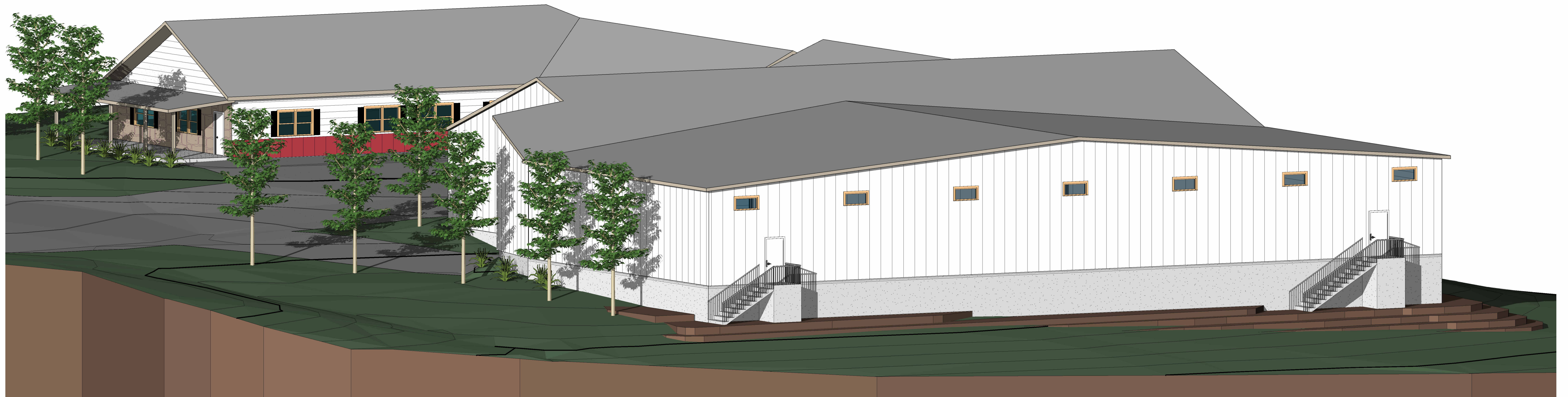
Sheet C4.1



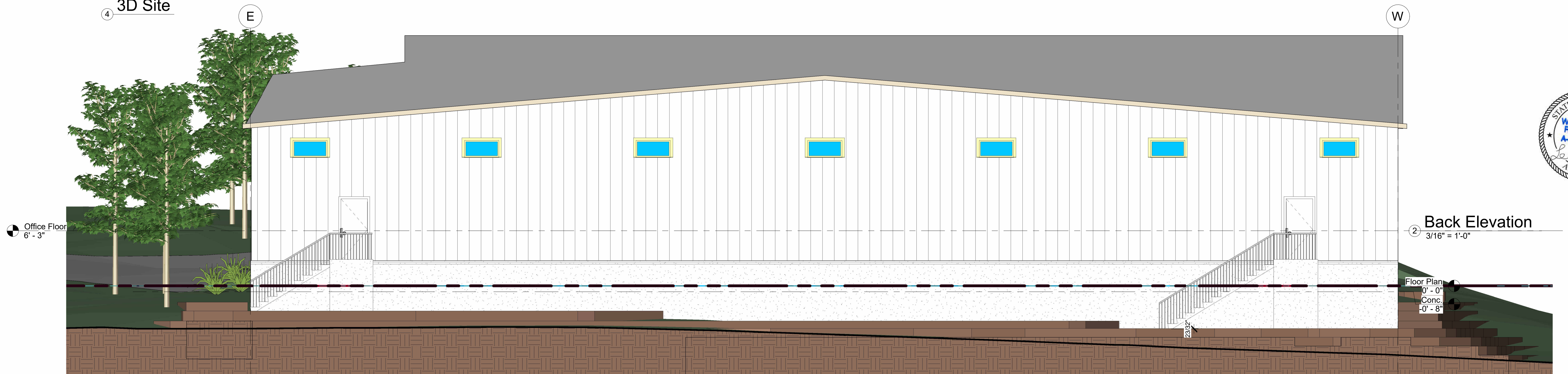
① Left Elevation
1/8" = 1'-0"



③ Right Elevation
1/8" = 1'-0"



④ 3D Site



② Back Elevation
3/16" = 1'-0"

W. LEE RHOD AIA ARCHITECT
11871 SE STATE ROUTE H AGENCY NO. 64491
LEERHOD.COM 816-244-6568 LEERHOD@gmail.com

Building Addition for
Thornell
Smithville, Missouri



Elevations
Project number 23-36
Date 4-12-24
A2
Scale As indicated



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1372, Award of RFQ #24-10 Planning & Design Services South 169 Employment Overlay District

REQUESTED BOARD ACTION:

Approval of Resolution 1372, awarding RFQ #24-10 Planning & Design Services South 169 Employment District to Snyder & Associates \$27,000.

SUMMARY:

The Comprehensive Plan 2030 included a recommendation for a South 169 Employment Overlay District. In February, RFQ-24-10 was published seeking qualifications for consultant services to create the district. Three submittals were received. A Review Committee consisting of Alderman Wilson, Alderman Hartman, Cynthia Wagner, Gina Pate and Jack Hendrix interviewed the applicants and recommended staff negotiate a contract with Snyder & Associates. The attached contract is a result of those negotiations. The contract scope includes several potential alternate meetings to be determined when the process is underway. The project timeline outlines project initiation in June and is anticipated to be complete by the end of the year. The base scope, with no in person meetings is for \$23,500. A provision for additional service in the amount of \$3,500 is included to allow additional in person meetings that will best meet the project goals. The attached contract is for an amount not to exceed \$27,000. The budget included \$12,500 for this specific project and contains \$15,000 in unspent professional service funds.

PREVIOUS ACTION:

The Comprehensive Plan included this work and the Board approved this matter in the budget.

POLICY ISSUE:

Implements the Comprehensive Plan.

FINANCIAL CONSIDERATIONS:

The budget includes \$12,500 for this specific project and contains \$15,000 in unspent professional service funds.

ATTACHMENTS:

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

RESOLUTION 1372

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR PLANNING SERVICES FOR SOUTH 169 EMPLOYMENT OVERLAY DISTRICT IN THE AMOUNT NOT TO EXCEED \$27,000

WHEREAS, the Comprehensive Plan recommended three overlay districts be created, including one to be called the South 169 Employment Overlay District; and

WHEREAS, the purpose of the district is to identify potential future developments on the land that will expand employment opportunities and owners will only need to complete a conceptual plan that meets these standards for development; and

WHEREAS, the South 169 Employment Overlay District was included in the FY2023-24 Budget; and

WHEREAS, the City advertised its' Request for Qualifications for Planning and Design Services to create this Overlay District; and,

WHEREAS, Snyder & Associates, Inc. responded and were the recommended firm to provide these services by the review committee; and

WHEREAS, Snyder & Associates, Inc. have provided a scope of services to complete the work in the amount not to exceed \$27,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, That the Mayor is authorized to execute an agreement with Snyder & Associates Inc. for Design and Planning services for the South 169 Employment Overlay District in the amount not to exceed \$27,000.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 18th day of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROFESSIONAL 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 Snyder & Associates, Inc. ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at 802 Francis St., St. Joseph, MO 64501

WITNESSETH:

WHEREAS the City desires to procure planning services pertaining to the 169 South Employment Overlay district and the City is desirous of retaining a consulting planner/engineer/architect for such works; and

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

WHEREAS the City issued RFQ 24-10 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Consultant Planner provided a response on the 12th of April 2024, 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 agreed 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 and materials, to be furnished and performed by the Consultant shall not exceed__\$27,000.00_. Other than as set forth in paragraph 11, this price is a maximum budget amount 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 Development (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: 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 Consultant within 210 days of the Notice to Proceed on this Agreement ~~or by the 31st day of December, 2024.~~

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 Development and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 802 Francis, St. Joseph, MO 64501. 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 liabilities, costs, and charges by reason of any negligent acts, errors, or omission or representation of the Consultant 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. The Consultant 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 Consultant 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 Consultant's failure to maintain the required insurance in effect, the City may order the Consultant 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 Consultant shall be to the satisfaction of the City Director of Development (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 Development (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 Consultant 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 Consultant will, at the request of the City Director of Development (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 Consultant from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Consultant shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Consultant 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 Consultant warrants and represents that neither the Consultant 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 Consultant 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 Consultant 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 Consultant.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Consultant 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. Consultant 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 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 by

- submitting a completed, notarized copy of 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: Consultant 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 Consultant 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 Consultant.

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 Consultant.

18. RECORDS: The Consultant 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 Consultant 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 Consultant 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 Consultant in the performance of Consultant'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 Consultant the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Consultant in the performance of Consultant'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 Consultant to which the same may apply and, until complete performance by the Consultant 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 Consultant shall pay, at the Consultant '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 Consultant will be approved unless the Consultant 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.

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

THE CITY OF SMITHVILLE

By: _____
Mayor

Name: Damien Boley

SNYDER & ASSOCIATES, INC.:

By: _____

Title _____



107 W Main St • Smithville, MO 64089

P:(816)532.3897

**RFQ #24-10 PLANNING/DESIGN
SERVICES 169 SOUTH EMPLOYMENT
OVERLAY DISTRICT**

**THE CITY OF SMITHVILLE REQUEST FOR QUALIFICATIONS
FOR THE FOLLOWING PROFESSIONAL SERVICE:**

Sealed Proposals for Qualifications for design and/or planning services for the creation of a city-created zoning overlay district ordinance in accordance with §400.200 of the code of ordinances. The Project consists of the following:

The City of Smithville is seeking a design or planning professional to assist with the creation of the 169 South Employment Overlay District ordinance (without a Conceptual Plan) in accordance with the City's Comprehensive Plan 2030.

The Scope of Services will more specifically include the following project improvements and tasks.

SCOPE OF SERVICES

Task 1. Professional Evaluation and Data assembly

1. Review the Comprehensive Plan 2030, the City's Zoning Code Section 400.200, census data and any other economic data or feasibility data necessary to create survey materials to present to the general public and stakeholder groups.
2. Review the general location of the subject overlay district to evaluate the feasibility of and basic conceptual layout of potential commercial and/or multifamily users including best practices to buffer any adjacent or existing uses from injurious impacts.
3. Evaluate the feasibility of various levels and types of mixed uses of commercial activities and high density residential that maximizes benefits for the city and its residents. These benefits may include, but are not limited to increases in employment opportunities, higher-paying jobs, and fiscal returns for the city.

Task 2. Public/Stakeholder Surveys

1. Conduct surveys of the general public to identify the anticipated employment related commercial activities at the site in accordance with the Future Land Use Map And the Comprehensive Plan 2030 recommendations for this Overlay District.
2. Conduct public meetings with the Economic Development Committee/Planning Commission/ Board of Aldermen to further clarify the type and level of commercial activity the site will support.

Task 3. Project Deliverables – Overlay District Exhibit

Provide an Overlay District exhibit that can be adopted by Ordinance that establishes criteria for making decisions on potential developments seeking a Conceptual Plan approval, including, but not limited to:

1. Identify commercial activities and employment types that best suit the area that provide the most benefit to the city and its' citizens.
2. Evaluate the types of commercial activities including standard mixed-use buildings that include commercial activities on the ground floor; office parks or commercial office spaces; flex developments that may incorporate a mix of commercial and light industrial users that may foster the most benefit to the city and citizens.
3. Evaluate the densities available for the mixed-use nature of the project area, including the proposed number of dwelling units compared to the various types of commercial activities, including flex uses that may include light industrial.

PROJECT BACKGROUND:

The City of Smithville seeks professional guidance and input on creating its' first overlay district identified in its' Comprehensive Plan 2030 document. Overlay districts are geographic areas that serve as helpful tools on Land Use Maps to provide additional visioning for future development in the area. The city's Comprehensive Plan identifies approximately 350 acres in the southern portion of the city that is currently undeveloped as the location of the "169 South Employment Center" overlay. This Overlay should allow for residential and commercial growth in a key location of the city, while encouraging commercial activity on-site if it brings the community substantial community and economic benefits.

The city code (§400.200) authorizes the city to create overlay districts without simultaneously approving a Conceptual Development Plan. The intent of this project is to create the Planned Development Overlay Plan for the entire 350 acres, which would be used as a guide for future development on the site when conceptual plans are submitted. The future land use plan identifies this area as "Mixed-Use – High Density Residential" and defines High Density residential as 18-35 units per acre. This plan should identify the types of industries that may be located within the area and the density of housing units that the site can support in varying levels, depending upon the commercial uses identified.

The goal of this project is to create a document that can be used to evaluate future conceptual plans submitted for development.

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to Rick Welch 107 W. Main Street, Smithville, Missouri 64089, and be received before 3:00 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 3:00 P.M. on Friday, April 12, 2024, 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 Jack Hendrix, Development Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

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

Signed:

Finance Director

**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. Any questions regarding this request may be addressed to Jack Hendrix, Development Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
7. 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 #24-10 PLANNING/DESIGN SERVICES
169 SOUTH EMPLOYMENT OVERLAY DISTRICT
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 planning and/or design services as follows:

Task 1. Professional Evaluation and Data assembly

- A. Review the Comprehensive Plan 2030, the City's Zoning Code Section 400.200, census data and any other economic data or feasibility data necessary to create survey materials to present to the general public and stakeholder groups.
- B. Review the general location of the subject overlay district to evaluate the feasibility of and basic conceptual layout of potential commercial and/or multifamily users including best practices to buffer any adjacent or existing uses from injurious impacts.
- C. Evaluate the feasibility of various levels and types of mixed uses of commercial activities and high density residential that maximizes benefits for the city and its residents. These benefits may include, but are not limited to increases in employment opportunities, higher-paying jobs, and fiscal returns for the city.

Task 2. Public/Stakeholder Surveys

- D. Conduct surveys of the general public to identify the anticipated employment related commercial activities at the site in accordance with the Future Land Use Map And the Comprehensive Plan 2030 recommendations for this Overlay District.
- E. Conduct public meetings with the Economic Development Committee/Planning Commission/ Board of Aldermen to further clarify the type and level of commercial activity the site will support.

Task 3. Project Deliverables – Overlay District Exhibit

Provide an Overlay District exhibit that can be adopted by Ordinance that establishes criteria for making decisions on potential developments seeking a Conceptual Plan approval, including, but not limited to:

- F. Identify commercial activities and employment types that best suit the area that provide the most benefit to the city and its' citizens.
 - G. Evaluate the types of commercial activities including standard mixed-use buildings that include commercial activities on the ground floor; office parks or commercial office spaces; flex developments that may incorporate a mix of commercial and light industrial users that may foster the most benefit to the city and citizens.
 - H. Evaluate the densities available for the mixed-use nature of the project area, including the proposed number of dwelling units compared to the various types of commercial activities, including flex uses that may include light industrial.
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 Jack Hendrix, Director of Development 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 Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 3:00 P.M. local time on Friday, April 12, 2024.
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 other similar planning 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 Jack Hendrix, Director of Development either by phone at (816) 532-3898 or email at: jhendrix@smithvillemo.org. The last day for questions from prospective responders will be 5:00 PM Friday April 5, 2024.

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 Development 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 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 _____, 2020.

[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.

(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 #24-10 PLANNING/DESIGN SERVICES
169 SOUTH EMPLOYMENT OVERLAY DISTRICT**

I, _____, hereby representing
(Agent Submitting RFQ)

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

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

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

EXHIBIT 'B'**169 SOUTH OVERLAY ORDINANCE
SMITHVILLE, MISSOURI**

CLIENT: CITY OF SMITHVILLE, MISSOURI
107 W. MAIN STREET
SMITHVILLE, MO 64089
C/O JACK HENDRIX, DEVELOPMENT DIRECTOR

CONSULTANT: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE PLANNING SERVICES RELATED TO PREPARATION OF
PROPOSED ZONING OVERLAY ORDINANCE AND CONCEPT PLAN FOR THE
DESIGNATED 169 SOUTH EMPLOYMENT CENTER.

DATE: JUNE 10, 2024

SCOPE OF SERVICES:**I. PROPOSED ZONING OVERLAY DISTRICT**

- A. INTENT – The CONSULTANT will prepare a Zoning Overlay District for the area designated as the 169 South Employment area as identified in the Smithville 2030 Comprehensive Plan and in accordance with the City of Smithville’s current Municipal Code 400.200 – Planned Development Overlay District. The primary contact for the City of Smithville will be the Development Director.
- B. KICK-OFF MEETING – The CONSULTANT will conduct a kick-off meeting with the Development Director and others determined by CLIENT. This meeting may be held virtually if decided by CLIENT. Items to be discussed will include zoning overlay objectives and goals, review project schedule, organize meeting schedule and expectations, identify public engagement priorities, survey and website planning, reviews, and approvals. Meeting agenda and minutes will be prepared for each project meeting to ensure clear communication throughout the project.
- C. REVIEW – The CONSULTANT will review Smithville’s current Comprehensive Plan, Zoning Code Section 400.200, Census Data, economic data, and other data necessary to begin public engagement and meet with the Economic Development Committee, Planning Commission, and Board of Aldermen for recommendations on issues to consider for the Zoning Overlay District.

The CONSULTANT will review the data gathered location of the subject overlay district to evaluate the area for viability of potential commercial, multifamily, mixed-use, and land uses that may benefit the City and its residents.

- D. **RESEARCH** – The CONSULTANT will research the Zoning Regulations of up to three (3) Kansas City suburbs that would be considered similar to Smithville such as Excelsior Springs, Kearney, Parkville, or others that may be recommended by the CLIENT. The purpose of these cursory reviews would be to determine common practices, including live-work developments, design regulations, review processes and procedures, sustainability practices, bike/walking paths, and other regulations that may be similar to the vision of this overlay district and items requested by the CLIENT. The CONSULTANT will also incorporate recommended best practices. The CONSULTANT will research local and state Zoning Codes and Regulations of Missouri to determine compliance with legal requirements of land use and zoning regulations.
- E. **ECONOMIC DEVELOPMENT STUDY** - will conduct an Economic Development Study focusing the area identified as the 169 South Employment area as identified in the Smithville 2030 Comprehensive Plan. This study will provide a basis for identifying possible future types of land uses that will best serve the goals of the proposed overlay areas, such as uses that don't currently exist in Smithville that offer higher paying employment opportunities and uses that will fit within in a live-work type of development.

II. PUBLIC/STAKEHOLDER ENGAGEMENT

- A. **PUBLIC MEETINGS** – The CONSULTANT will conduct two (2) public meetings, one will be a joint meeting with the Economic Development Committee and Planning Commission. A separate meeting will be held with the Board of Aldermen. The CONSULTANT will also attend one (1) Public Hearing of the Board of Aldermen at the time of adoption of the Zoning Overlay.
- B. **ONLINE PUBLIC ENGAGEMENT** – The CONSULTANT will create online public engagement for the project that will include information related to the project, online survey for the public, project timeline, public meeting dates, and other information determined to benefit public engagement display a draft plan that the public can review and provide feedback on the draft plan. The design of the online engagement and methods by which feedback can be provided will be agreed upon between the CONSULTANT AND CLIENT.

III. DELIVERABLES -

- A. **ECONOMIC DEVELOPMENT REPORT** – An Economic Development Report will be prepared for the CLIENT that summarizes and presents the results of the economic study completed for the purposes of creating a zoning overlay ordinance that reflects the goals of the 169 South Employment area.
- B. **DRAFT ORDINANCE** – The CONSULTANT will prepare Draft #1 of the proposed ordinance and concept plan for review by the Development Director and will revise pursuant to said review. This draft will be shared for review by designated groups, i.e., Economic Development Committee, Planning Commission, and Board of Aldermen if desired by CLIENT. The CONSULTANT will prepare Draft #2 of the proposed ordinances will be posted on the project website for review by the public and will revise pursuant to public feedback in consultation with the CLIENT. The CONSULTANT will prepare Draft #3 of the proposed ordinances will make revisions if necessary and present to the Planning Commission and will revise again, if necessary, prior to final presentation and approval.

The CONSULTANT will prepare Draft #4 after at a public hearing with the Board of Aldermen if changes are needed, at which time it is anticipated the Board of Aldermen will approve the Zoning Overlay and Concept Plan.

- C. The CONSULTANT will present the proposed Zoning Overlay and Concept Plan to Board of Aldermen and the public at the public hearing. The CONSULTANT will revise the proposed Zoning Overlay and Concept Plan as directed by Board of Aldermen based on input at the public hearing prior to final adoption by Board of Aldermen.
- D. The CONSULTANT will provide an electronic copy of the proposed Zoning Overlay and Concept Plan, in Word format, so that the CLIENT may use it for codification purposes.

IV. PROPOSED SCHEDULE

The CONSULTANT will adhere to a mutually agreed upon schedule based on the following parameters, to the extent possible given circumstances outside the CONSULTANT'S control, including meeting scheduling. The CONSULTANT will communicate any changes to the schedule as soon as they are identified and adjust, as necessary.

The tentative schedule proposed by the CONSULTANT is as follows and may be adjusted as mutually agreeable to the CLIENT and CONSULTANT, particularly due to the availability of Economic Development Committee Members and Planning Commissioners, and Board of Aldermen

Notice to Proceed	June 18, 2024
Kick-Off Meeting	4th Week of June 2024
Public Engagement & Meetings	July- September 2024
Draft #1 Ordinance	October 14, 2024
Draft #2 Ordinance	November 1, 2024
Draft #3 Ordinance	November 12, 2024
Board of Aldermen Public Hearing	December 3, 2024
Draft #4 Ordinance	December 13, 2024

V. COMPENSATION

Compensation will be based on a Not To Exceed amount of \$27,000 for services, which are based upon hourly rates and fixed expenses as outlined in the CONSULTANT'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit B.

I.	TASK 1: DATA COLLECTION & ANALYSIS	\$ 3,200
II.	TASK 2: PUBLIC ENGAGEMENT & MEETINGS	\$5,750
III.	TASK 3: ECONOMIC DEVELOPMENT STUDY	\$3,800
IV.	<u>TASK 4: DELIVERABLES</u>	<u>\$10,750</u>
	TOTAL:	\$ 23,500

V.	ADDITIONAL SERVICES ONLY COMPLETED IF	
	<u>AGREED TO BETWEEN CLIENT & CONSULTANT</u>	<u>\$3,500</u>
	TOTAL:	\$27,000

Total fees for services will not exceed the above total without approval of the CLIENT. Additional services referenced in fee section V include meetings beyond those listed in scope of services, including but not limited to:

- A visioning meeting related to the vision of the area once it is developed and the desired type of zoning and development regulations.
- Two (2) separate focus group meetings made up of members that represent a cross-section of the community
- One (1) public event such as a farmers' market.

If the CONSULTANT anticipates that actual costs will exceed estimated costs, the CONSULTANT will immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT will thereupon review such proposed increase and either accept or reject it.

VI. ADDITIONAL SERVICES

The following items will be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Drafts beyond those listed in scope of services.
2. Concept Plan that is general in nature that show proposed land use, densities, open space, and access points in alignment with the Zoning Overlay District.
3. Research and/or revisions of additional sections of the Code of Ordinances

VII. RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Plans and Policies to be reviewed and identified in Task 1 listed in the scope of services and any additional relevant data.
2. Assist in compiling data related to the Economic Development Study.

EXHIBIT 'B'


2024

STANDARD FEE SCHEDULE

PROFESSIONAL

 Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced

PROJECT NAME:	Smithville South Overlay Ordinance
BILLING RATE:	2024

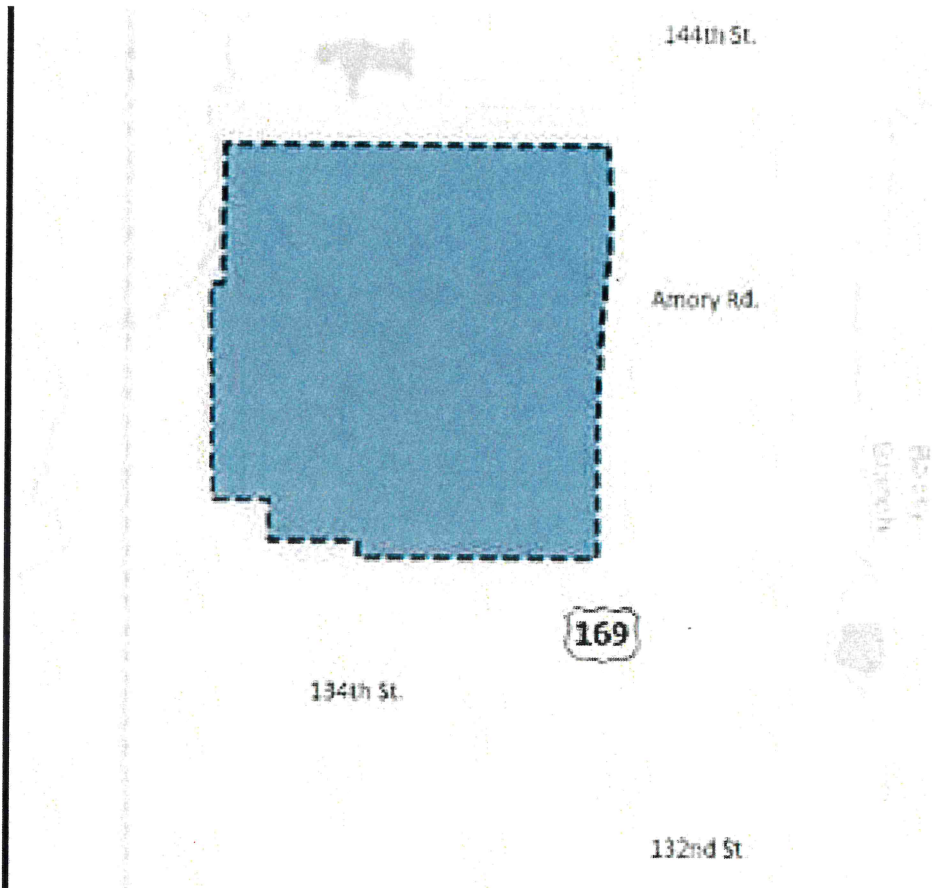
Mileage Rate	0.67
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<i>Mileage</i>	Miles	Estimated Cost	
Kick-Off Meeting	0	\$0.00	One Round Trip
Committee Meetings	0	\$0.00	One Round Trip
Focus Group Meetings	0	\$0.00	One Round Trip
Public Event	0	\$0.00	One Round Trip

\$0.00

TOTAL ESTIMATED HOURLY COST (w/online Meetings)

Subtotal	\$	23,374.00
Expenses	\$	-
Total Fee	\$	23,374.00



STATEMENT OF QUALIFICATIONS

Professional Services Zoning Ordinance Overlay for City of Smithville

April 12, 2024



April 12, 2024

Jack Hendrix
City of Smithville
Director of Development
107 W. Main Street
Smithville, MO 64089

RE: STATEMENT OF QUALIFICATIONS FOR ZONING
ORDINANCE OVERLAY CITY OF SMITHVILLE

Dear Jack and the Selection Committee,

Snyder & Associates, Inc. is extremely interested in providing planning services related to the Zoning Ordinance Overlay for the City of Smithville. We are confident that our assembled team has the experience and expertise necessary to carry out the services for this project and look forward to your favorable review of this proposal.

Within the pages of this proposal, we illustrate our knowledge, commitment, experience, and significant resources we will commit towards serving the City of Smithville. Our team includes exceptionally qualified planners and support staff, with a wealth of experience on similar projects.

Our innovative, multi-disciplined personnel are dedicated professionals committed to your project and its successful completion is a matter of pride and confidence in our work. We will research, anticipate and mitigate issues and potential problems during the planning stages, resulting in a better deliverable.

Our entire team is excited about the opportunity to provide these planning services and will be committed to the project's success.

Respectfully submitted,

Julie Kruse
Project Manager

PROJECT TEAM



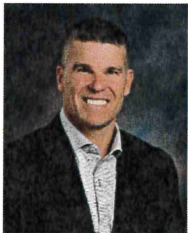
JULIE KRUSE
PROJECT MANAGER

QUALIFICATIONS

With close to 20 years of public sector planning experience, Julie provides clients with a full spectrum of planning services—from land use, plan creation, community engagement, code amendments, and grant applications. At Snyder & Associates, she is responsible for planning initiatives and works with all divisions, bringing a comprehensive planning lens to projects. She brings her passion for community engagement to Snyder & Associates, leading public and stakeholder engagement work and a history of building successful relationships with community groups, elected officials, and other stakeholders in the development arena and looks forward to sharing her enthusiasm for the planning process.

SELECT PROJECT EXPERIENCE

- Neighborhood Revitalization Plan, Sidney, Iowa
- 3rd Avenue NW Neighborhood Plan, Fort Dodge, Iowa
- Draft Downtown Commercial Gateway Zoning District, Ames, IA
- Downtown Ames Urban Revitalization Plan, Ames, Iowa*
- Public Engagement College Creek Neighborhood, Ames, Iowa



ERIC D. CANNON, P.E.
Civil Engineer

QUALIFICATIONS

Mr. Cannon has 20 years of experience in a wide variety of municipal engineering projects including planning, design and construction services as well as private development engineering including residential, industrial, and commercial site development projects. His background includes site analysis and engineering, master planning, design development, construction documentation, construction administration and client relations. He has represented the City of Pleasant Hill as their City Engineer since 2008.

SELECT PROJECT EXPERIENCE

- Pleasant Hill Capital Improvements Plan
- Hickory Glen Park
- Certified Site Application
- Private Development Plan Review and Approvals
- Public Works Site Expansion
- RISE Grant Applications
- SE 6th and NE 80th Lift Station Improvements
- 2015 Comprehensive Plan Assistance
- City Sanitary Sewer Study

PROJECT APPROACH

We propose to work closely with City staff, the public, as well as key stakeholders throughout the planning process. The process will consist of an extensive review of existing ordinances by identifying strengths and weaknesses. Public Engagement/Involvement will be an important part of the ordinance update and will be completed by numerous approaches outlined in Phase 2 of our approach. The final product will be a robust, user-friendly method of a zoning overlay ordinance and its functionality for staff and the public. The process to complete this study is proposed to be completed by October 2024.

TASK 1 – PROFESSIONAL EVALUATION AND DATA ASSEMBLY

Review Existing Plans and Data

Phase 1 will consist of an extensive review of the existing zoning ordinance, the City's Comprehensive Plan, GIS datasets and other pertinent data sources. The analysis process includes the following tasks:

City of Smithville Comprehensive Plan- 2030 – The comprehensive plan will be used to identify goals and objectives that are agreed upon by the whole community, as demonstrated through the public engagement process of the plan. Special attention will be focused on Section 6.2.3 of the Comprehensive Plan and Section 400.200 of the Zoning Code. We will ensure that the zoning overlay ordinance will comply with these goals and objectives, and resembles responsible growth by enhancing residential development, protecting the environment and natural resources, and encouraging walkable development that can expand economic development and high quality of life in Smithville.

Zoning Overlay – Staff will review the existing zoning ordinance and prepare bullet-point recommendations for changes to be incorporated into the new Zoning Overlay District. These recommendations include the following:

- Use of tables to compare/contrast Principal Permitted uses in the zoning district.
- Use of a table to define bulk regulations including lot size, width, and setbacks.
- Evaluate the feasibility of various mixed-use activities and development.
- Evaluate and present basic conceptual layout of potential commercial and multi-family.
- Identification of items to be incorporated into the new Zoning Overlay.
- Review of subdivision ordinance and its conformity with Zoning Overlay District.
- Steering Committee work session identifying the positives and negatives of the existing ordinance.

Staff will also research the zoning ordinance of other communities of similar size and characteristics to determine common practices among these communities, specifically on items requested by the steering committee.

PHASE 2 – PUBLIC/STAKEHOLDER SURVEYS

Public engagement can provide a venue for residents and business owners to give input and vision into the permitted uses and future development of an area. We believe public input and collaboration will be crucial as the proposed improvements are developed and refined. The level of success for a project like this will be directly influenced by the public engagement process. We will need to listen to residents and business owners, THE Economic Development Committee, the Planning Commission, the Board of Alderman, and other relevant stakeholders to effectively create an ordinance that meets the needs of the future growth and development of this area. We propose to design a Public Communication Plan that includes an online survey in addition to the public meetings.

Online Public Survey

We propose to use our online public engagement platform, Social Pinpoint, for an online survey. This platform allows us to create an online website to gather input and share out information and updates as the project progresses.

The public survey will be used to inform the community on zoning ordinances and the benefits of a hybrid code. Social media will also be used to distribute the survey link, meeting times and minutes, and other information throughout the planning process.

Public Meetings

Additional meetings may be held with city staff, developers, and other interested stakeholders if the need is determined. These meetings will discuss the economic priorities of the area.

Planning and Zoning Commission

Staff will hold work sessions with the Planning and Zoning Commission and Board of Alderman prior to the adoption of the ordinance. Work sessions will take place after public meetings have been held and all input reviewed. Once approved by the Planning and Zoning Commission, a City Council public hearing will be held to adopt the ordinance.

Story County Conservation Trails Master Plan

Explore the Future of Story County Trails.

+ Follow

Story County Conservation Trails Master Plan

Story County Conservation (SCC) is in the beginning steps of an update to the Story County Trails Master Plan (Plan). This plan will make recommendations for future improvements and corrections to the existing trail systems.

SCC is committed to enhancing outdoor recreational opportunities for residents and visitors. Developing a Plan is critical in achieving this goal. The Plan will outline strategies for the creation, improvement, and maintenance of trails throughout Story County, catering to a variety of recreational activities such as hiking, biking, birding, and more.

Existing Story County Parks and Trails

TRAILS SURVEY TRAILS SOCIAL MAP

Open

Story County Trails Survey

This survey will take approximately 10 minutes to complete. Your responses will help the planning team learn about your trail preferences, usage, and priorities. We appreciate your time and interest in improving the Story County Trails System. Be sure to finish all questions as each is important to hearing your input.

Start

Timeline

- Open House - Kick Off
Provide Field House - Apr 1, 5:30 - 7:30
- Public Meeting - Huxley, IA
Date and Time: TBC
- Public Meeting - Roland, IA
Date and Time: TBC

See less

PHASE 3 – PROJECT DELIVERABLES – OVERLAY DISTRICT EXHIBIT

Drafting the Document

After review of the existing documents and public input, a series of four drafts will be completed. These drafts will be reviewed by city staff and the stakeholder groups. The final two drafts will be reviewed by the planning and zoning staff to provide recommendations to the council for adoption. With each draft, tables, graphics, and text will be presented, along with results of community engagement and public feedback.

Hybrid Code

Cities should be designed so that residents can be healthy, active, engaged, and able to age in place. This means developing mixed use, mixed density, and mixed income neighborhoods, such that daily needs are within walking or biking distance, including schools, parks, shopping, and employment centers. These elements lead to a high quality of life that is attractive to residents, which leads to the attraction and retention of businesses.

Conventional zoning has traditionally focused on the segregation of land-use types, uses and development intensity. A form-based code addresses these land-uses, but also addresses its relationship between public and private spaces in terms of form, scale, and appearance, allowing more flexibility and mixed use.

The proposed zoning ordinance update will be a hybrid of the two, creating a code that is form-based and use-based. Specific use-based zones, such as commercial or downtown areas, may have form-based principles applied, while there may be more flexibility on residential, suburban development zones. These will be determined through the public engagement process, existing ordinance review, and meetings with business owners, developers and stakeholders to ensure proposed updates meet the needs to the City and developers by encouraging growth or reinvestment.

Integration of New Code

The goal of the new code will be to ensure that it is user friendly, and accessible to city staff and the public. ArcGIS Online will be used to display the updated zoning map. This interactive map will be embedded to the city website. Staff and residents will be able to view the locations of each zone, and their restrictions such as permitted uses, setbacks, buffer requirements, and any development review related requirements the city staff identifies. A link for each attribute would be provided to take them to that section of the code text that is also navigable and searchable on the City's website.

Conceptual Plan

Our team will create a conceptual plan to accompany the zoning overlay ordinance that will, at a minimum will:

- Identify commercial activities and employment types best suited for the area.
- Evaluate the types of uses and types of development that will benefit the Smithville community the most.
- Evaluate and present appropriate densities and types of residential units as well as the recommended amount of commercial, office, and flex space development.

Staff Training

Upon adoption, Snyder & Associates staff will be available to provide training and consultation relating to the new zoning code, enforcement, GIS mapping, and implementation as needed.

Policy and Goal Recommendations

We strive to ensure that our plans and studies are realistic, economical, and implementable. Our goal is to develop practical recommendations that consider the financial and human capital resources available to local governments. The zoning ordinance will supplement the goals and policies outlined in previous studies, meetings and public feedback that was generated throughout the project to ensure an efficient project implementation. Ordinance effectiveness should be reviewed annually, with an update to local government officials.

PROJECT SCHEDULE

Our preliminary schedule for this project includes the following tasks and deliverables shown below:

Milestone / Task	Proposed Schedule
Proposal due to City	4/12/2024
Council approval / Notice to Proceed	05/2024
Ordinance and Comprehensive Plan Review	5/01/2024
Public Meetings with Identified Groups	06/2024
Draft #1 Ordinance/ Meet with City Staff	07/2024
Draft #2 Ordinance/ Economic Development Committee	7/24/2024
Draft #3 Ordinance/ P&Z Meeting #1	8/13/2024
Draft #4 Ordinance/ P&Z Meeting #2	9/10/2024
Board of Aldermen Public Hearing	10/01/2024

ZONING ORDINANCE REVIEW AND UPDATE – HARTFORD, IOWA

Project Concept

The project consisted of reviewing the current zoning and subdivision ordinances and prepare bullet-point recommendations for changes to be incorporated in to the new regulations. The City appointed a six member Steering Committee to help guide the ordinance update through four public meetings. Meeting #1 reviewed the bullet- point recommendations. Meetings #2 and #3 reviewed draft Zoning regulations and an updated Zoning Map. Meeting #4 was a public hearing to formally adopt the updated ordinance and map.

Achievement

The review identified recommendations relating to elimination of redundancy, enhancing development potential of vacant properties, reduce the need for variances, allowing owners the ability to improve and rebuild on existing smaller lots, enhancing the central business district, minimize issues related to incompatibility of adjoining uses, creation of a floodplain district, bulk regulation and setbacks.

SITE DEVELOPMENT REGULATIONS FOR RESIDENTIAL DISTRICTS						
Regulator	R-1	R-2	R-3	R-4	R-5	R-6
MINIMUM LOT AREA¹ (Square Feet)						
Single Family	10,000	7,500	10,000	-	-	-
Two-Family, duplex	-	-	15,000	-	-	-
Bi-attached	-	-	7,500	-	-	-
Multi-Family	-	-	-	10,000	10,000	-
Multi-Family, per dwelling unit	-	-	-	2,500	-	-
Townhome, per dwelling unit	-	-	-	2,500	2,500	-
Other Principal Structures	10,000	12,500	12,500	10,000	10,000	10 acres
MINIMUM LOT WIDTH¹ (Feet)						
Single Family	80	60	60	-	-	-
Two-Family, duplex	-	-	60	-	-	-
Bi-attached	-	-	30	-	-	-
Multi-Family (Apts, Condo, TH)	-	-	-	80	80	-
Townhome, per dwelling unit	-	-	-	20	20	-
Other Principal Structures	100	100	100	80	1000	-
MINIMUM FRONT YARD (Feet)						
All uses	30	30	30	30	30	75
MINIMUM REAR YARD (Feet)						
Dwellings	35	35	30	40	35	35
Other Principal Structures	35	35	35	40	35	35
Accessory Buildings & Structures	5	5	5	5	5	5
MINIMUM STREET SIDE YARD (Feet)						
All uses	30	30	30	30	305	75
MINIMUM INTERIOR SIDE YARD (Feet)						
Dwellings: 1 and 1½ Stories	8	7	8	7	7	7
Dwellings: 2 and 2½ Stories	10	8	10	8	8	8
Dwellings: 3 Stories or more	12	10	-	10	10	10
Common Wall: bi-attached or TH	-	-	0	0	0	-
Other Principal Structures	35	35	35	35	35	35
Accessory Buildings & Structures	5	5	5	5	5	35
MAXIMUM STRUCTURE HEIGHT (Feet)						
Principal building	35	35	35	35	20	20
Accessory Structure	20	20	20	20	20	20
MAXIMUM STRUCTURE HEIGHT (Stories)						
Principal building	3	3	3	3	3	3
Accessory building	1½	1½	1½	1½	1½	1½
Notes:						
1. For the use of existing Lots of Record not conforming to R-2 minimum lot area or width, refer to Section 165.07-14						
2. For R-4 multiple family and R-6 mobile home parks, setbacks apply to the perimeter of the property only.						
3. For the maximum height of specific accessory uses (satellite dishes, antenna towers, roof-mounted antennas, and roof-mounted solar panels), refer to 165.09-4.						
4. For accessory building setbacks on Lots of Record not conforming to R-2 minimum lot area or width, refer to Section 165.16-1.						

PROJECT SUMMARY

CLIENT

City of Hartford

CONTACT

Brad Herrold
(former) City Clerk/ Manager
515-989-0267
hfordcity@netins.net

TEAM

Kathleen Connor, Project Manager
Jared Foss, AICP

COMPLETION DATE

December, 2018

BUDGET

\$9,800

SERVICES PROVIDED

Zoning Ordinance Review/ Development
Subdivision Ordinance Review/
Development
Steering Committee Meetings
GIS Mapping

SUBDIVISION ORDINANCE UPDATE – NORWALK, IOWA

Project Concept

The project included an assessment of Norwalk's current regulations, policies, and practices to establish goals for the new regulations. Our team reviewed ordinances and policies of surrounding metro-area communities to compare and contrast Norwalk's goals with the regulations and policies of other Des Moines metro-area cities. Development of the new regulations included identification of areas of incompatibility with the Iowa Statewide Urban Design and Specification (SUDAS) and, in some cases, developing more restrictive regulations for Norwalk. A draft ordinance was prepared and reviewed by the Community Development Director, City Engineer, and a Steering Committee through multiple staff and steering committee meetings, one work session with area developers, and two public meetings.

Achievement

The review identified recommendations relating to parkland dedication, review processes and procedures, storm water management, complete streets policies, bike/walking paths, accessible sidewalk ramps, and cluster mailbox pads. A key component of the new regulations included establishing clear benchmarks as to when a Traffic Impact Study would be required by the developer and identifying the developer's responsibility for improving existing public streets abutting the subdivision and requiring improvements such as turning lanes in accordance with the Traffic Impact Study.

- C. The parkland dedication for each dwelling unit type shall be as listed below. If any proposed dwelling unit types are not listed below, the Community Development Director shall determine which dwelling unit type(s) shall be used for purposes of calculating the parkland dedication for the development.

Parkland Dedication Requirements		
Dwelling Unit Type (As per Zoning Ordinance)	Population Per Dwelling Unit	Land Dedication Per Dwelling Unit
Single-Family Detached	3.00 persons	1,110 Square Feet
Single-Family Attached (Bi-attached, duplex, townhomes)	2.00 persons	740 Square Feet
Multiple Family (Apartments)	1.60 persons	592 Square Feet
Mobile Home	1.60 persons	1,044 Square Feet

PROJECT SUMMARY

CLIENT

City of Norwalk

COMPLETION DATE

March 2020

SERVICES PROVIDED

Subdivision Ordinance Review/
Development
Steering Committee Meetings
with Developers

CONTACT

Luke Parris
Planner
515-981-0228
lparris@norwalk.iowa.gov

BUDGET

\$22,500

TEAM

Kathleen Connor, Project Manager
Mackenzie Lloyd

COMPREHENSIVE LAND USE PLAN & ZONING ORDINANCE – MONONA COUNTY, IOWA

Project Concept

The project consisted of preparation of the Comprehensive Land Use Plan, with consideration given to Loess Hills, flood plains, urban transitional uses, unincorporated cities, and transportation. Development of the new zoning ordinance and subdivision regulations included analysis of the current regulation areas, developing goals based on the Comp Plan, and developing bullet-point recommendations for changes to be incorporated into the new regulations. The update was guided by close coordination with the County Auditor, Zoning Administrator, Environmental Health Department, County Engineer, Assessor, Recorder and Attorney.

Achievement

The project identified ordinance updates related to need for additional zoning districts, principal uses and bulk regulations, format for zoning regulations, design standards of public and private development, SUDAS, procedures for review and site plan ordinances. Sign and parking ordinances were also updated with this plan. An updated Zoning Map was developed and adopted based upon the new rezoning regulations.

Subsequent projects for Monona County include preparation of regulations for Commercial Wind Farms, Small Wind Energy Conversion Systems, and solar panels as well as minor amendments to the Zoning Regulations which were adopted by the county. Draft ordinances were provided for potential approval including Building Code, Lead Ordinance, Rental Housing Code, Dangerous Buildings, and Property Maintenance.

100.15 PRINCIPAL PERMITTED USES. Only the following uses or structures or land shall be permitted in each applicable zoning district.

PRINCIPAL PERMITTED USES											
Regulator	Zoning District										
	A-1	A-2	R-1	R-2	R-3	R-4	C-1	C-2	M-1	M-2	
Agricultural and Agri-business uses											
Animal hospital, veterinary clinic			PR					PR	PR		
Animal husbandry of exotics such as fur-bearing animals, wildlife parks, aquatic farms	SU	SU									
Animal husbandry, including raising and breeding of domesticated animals such as poultry and livestock, but not including commercial feed lots, poultry farms, dairies or confinement facilities	P	P	P								
Commercial feed lots, poultry farms, dairies or confinement facilities	FR	FR									
Crop farming of usual products such as vegetables, fruits & vineyards, trees, and hay; grain storage and accessory drying facilities	P	P	P	FR	FR	FR	P	P	P	P	
Farm equipment repair including blacksmith, welding, & mechanical repair		P							P	P	
Farmer's markets		P					P	P			
Grain elevator, storage and wholesale distribution of grains; custom cleaning and grain drying		P								P	
Horse stables, kennels	FR	FR									
Livestock sale barns, storage and sale of livestock and feed provided dust is effectively controlled		SR									
Nurseries, greenhouses and truck gardens	P	P							P		
Sales of feed, seed, fertilizer and agricultural chemicals; except ammonia		P							P		
Salvage operations for farm-related activities	SU										
Storage and pumping of anhydrous ammonia		SU									
Storage and repair of custom hire machinery, equipment and supplies incidental to farming including tillage equipment, chemical application equipment (ground types only) and similar uses		P							P	P	
Tiling contractor storage and repair facilities		P							P	P	
Wineries including accessory wine sales, banquet rooms, catering and food sales and vineyards		P					P	P			
Residential uses											
Dwellings											
Single-family dwelling, including manufactured homes, (on permanent foundation)	P		P	P	P						
Two-family dwellings (duplexes)				P	P						
Townhouses, attached (up to 6 du building and 8 du per acre)					FR						

PROJECT SUMMARY

CLIENT

Monona County

COMPLETION DATE

November 2018

SERVICES PROVIDED

Zoning Ordinance Review/ Development
Subdivision Ordinance Review/
Development
Steering Committee Meetings
GIS Mapping

CONTACT

Sandy Bubke
Administrator
712-433-2284

BUDGET

\$46,200 (4 projects)

mocoenvr@mononacounty.org

TEAM

Kathleen Connor, Project Manager



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Public Works

AGENDA ITEM: Res 1373 - Authorizing the Mayor to sign a Work Order with HDR for water plant operations

REQUESTED BOARD ACTION:

Motion to approve Resolution 1373, authorizing the Mayor to sign a Work Order with HDR Engineering for water plant operations

SUMMARY:

For many years the City has been fortunate to have several Class A Licensed Operators at the water production plant. Due to several factors over the last few months, retirements, health and other family issues, we will need some assistance with training new staff and monitoring plant operations to ensure that we are meeting all the requirements from the Division of Natural Resources.

We currently have five operators and are cross training operations staff to run the plant however it takes significant time to learn the many tasks and tests that are needed every day to ensure water quality.

On June 4 the City Administrator authorized HDR to provide an Operations Specialist for 40 total hours to develop an operations summary identifying primary issues to develop additional support that HDR could provide and make recommendations to maintain compliance with DNR, required sampling and monitoring, and operations, training and maintenance recommendations to maintain regulatory compliance. This scope was authorized under our "on call" services agreement with HDR in an amount of \$14,800.

HDR has provided a Work Order identifying three additional support Tasks totalling \$121,120.

Task 1 – Project Management – Under this task HDR will internally set up the project, schedule staff, develop a safety plan and a quality control / review program. Task 1 is in the amount of \$15,030 for project management of all three tasks.

Task 2- Knowledge Retention and Training – HDR will provide an Operations Specialist between June 19 and July 17 that will review existing SOP's (Standard Operating Procedures) and make any recommended changes, create any new SOP's, provide training to our staff on the many testing procedures and maintenance operations that need to be completed everyday, review reports that need to be submitted to DNR and ensure we are submitting the reports in a timely manner, and monitor operations and be available to discuss any operational issues that arise. Task 2 is in the amount of \$52,840.

OPTIONAL Task 3 - HDR would provide an Operations Specialist July 18 through September 5. This OPTIONAL Task 3 requires written authorization from the City to proceed. The cost of Task 3 is \$53,250.

With Bob Lemley's and Tonie Augustin's agreement to continue to work on a part time basis after their official retirement date, we may not need to use this optional work. Any reduction to Task 3 would lower the total expense for Task 1.

However, with Board schedules, we are requesting approval of the full scope of work. As we work through the next few weeks and continue training of staff, we will be evaluating this need and will let the Board know if we need to authorize this work.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Continuity of operations

FINANCIAL CONSIDERATIONS:

Funding is available in the utilities budget due to staffing vacancies.

ATTACHMENTS:

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

RESOLUTION 1373

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WORK ORDER WITH HDR ENGINEERING FOR WATER PLANT OPERATIONS

WHEREAS, the City operates a water treatment plant which provides drinking water to the City of Smithville; and

WHEREAS, HDR has qualified and certified staff who assists communities with their water production and treatment needs; and

WHEREAS, HDR has provided a Work Order to provide technical assistance and training of staff to ensure compliance with drinking water standards.

NOW, THEREFORE, Be it resolved by the City of Smithville Missouri, that the Mayor is authorized to sign a Work Order with HDR in an amount not to exceed \$121,120 for water treatment plant operations assistance.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18th of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

City of Smithville

Water Facilities Engineering and Support Scope

WORK ORDER – OPERATIONS AND MAINTENANCE SUPPORT SERVICES FOR WATER SYSTEM

OVERVIEW

HDR will provide support to the City of Smithville with the operations and maintenance of the City's WTP and distribution treatment systems. While the focus will be on the City's Water Treatment Plant ("WTP"), it will also support those activities in the water distribution system for which the existing City WTP staff are responsible.

The City is facing the near term departure of three of its top water treatment plant operators, and has recently hired several new operators to replace them.

The City has compiled several Standard Operating Procedures and guides to help train new operators, but there are likely more that need to be prepared. In addition, the new operators need to be thoroughly trained on all plant procedures prior to mid-July, when two of the City's three remaining senior operator supervisors leave City's employment.

In this scope of services; HDR will focus its work in the following areas:

- Knowledge Retention – HDR will work closely with existing WTP Operations Management to maximize the amount of practices and procedures that will be documented for use by WTP staff.
- Training of New City Operations and Maintenance Staff – HDR will work alongside existing WTP Operations Management to facilitate and document water treatment practices and procedures training of the new WTP operators.

SCOPE OF SERVICES

HDR is serving in a support role to the City's operations and maintenance staff. HDR should not be considered the responsible party for plant or distribution system operations and maintenance. HDR shall not be held liable for damages associated with plant/distribution system operation and maintenance or regulatory compliance. The City shall remain solely responsible for the WTP and distribution systems.

Task 1 - Project Management

- Project Management activities including development of project management plan and safety plan, schedule/budget control, quality control (QC), and invoice management.
- Perform an internal Project Approach and Resource Review (PARR) as part of HDR's QC program.

Task 2 - Knowledge Retention and Operator Training

For a period of four calendar weeks (approximately June 19, 2024 to July 17, 2024) HDR will provide an Operations Specialist to support the City with knowledge retention and operations training related tasks. The Operations Specialist will be assisted by necessary City support staff to accomplish the requirements of this task.

HDR Responsibilities

- Provide an Operations Specialist on site for a total of 30 hours per week for four weeks. The Operations Specialist will:
 - Review existing Standard Operating Procedures ("SOPs"), Sampling Plans, Operator Logs, and other operations documentation. Any recommended changes or additions will be documented and corrections will be made by the City prior to the departure of the second Chief Plant Operator (approximately July 17, 2024).
 - Create up to five additional Standard Operating Procedures. Selection of the SOPs will be done in consultation with WTP Operations Management.

City of Smithville

Water Facilities Engineering and Support Scope

- Provide supplemental training for remaining operations staff. Training sessions will be scheduled to maximize the amount of training given prior to July 17, 2024). An Excel spreadsheet will be used to track who received training, when they received training, and for what area they received training.
 - Prepare a simplified Process Control Management Plan (“PCMP”). The PCMP will establish acceptable windows or ranges of readings, levels, and lab results so that operators can easily determine when issues are occurring. It will also require operators to immediately contact their supervisor when results are outside of the acceptable “window”.
 - Verify contracts are in place for required outside vendors to continue providing service to the City. As a minimum this will include laboratories, chemical vendors, and key maintenance providers.
- Provide a Senior Operations Manager to assist the Operations Specialist for a total of 8 hours per week for four weeks. The Senior Operations Specialist will:
 - Conduct a minimum of two (2) virtual update meetings per week with the Operations Specialist.
 - Provide guidance, and support to the Operations Specialist.
 - Prepare a Technical Memorandum (TM) with recommended staffing level for WTP operations and maintenance. The TM will also contain options for shift schedules that may be more attractive to current and future operators.
- HDR will provide a maximum of 42 hours of assistance in procuring a Level A Water Treatment Plant Operator or work with the regulatory agency in the case that a gap in licensure coverage is realized. This assistance may involve communication with regulatory authorities, other Level A Operators, and City employees.
- Provide QA / QC review of deliverables.

OPTIONAL Task 3 – Additional Support for Existing O&M Staff

This task requires written authorization by the City.

HDR Responsibilities

- For a period of seven weeks (approximately July 18 to September 5, 2024) HDR will provide one Operations Specialist to support the City’s operations and maintenance at the WTP and distribution systems. During this period, the Operations Specialist will be onsite for an average of two days per week and will communicate with the shift operator a minimum of three days per week. The Operations Specialist will be available by telephone at all times during this period. This proposal assumes that the Operations Specialist will be required a total of 133 hours over the seven week period.
- The general responsibilities of the Operations Specialist include:
 - Developing shift schedules to verify if sufficient City operators are on site to perform all operations and maintenance duties.
 - Verify that all samples and readings are performed per SOPs.
 - Support City operators to resolve maintenance issues.
 - Verify that chemicals are ordered and delivered so as not to disrupt operations.
 - Review regulatory reports prepared by City Staff.
 - Provide information and input on a regular basis to City Public Works Director.
- Provide sufficient Quality Control / Quality Assurance on HDR deliverables. This will be provided by HDR personnel in the Kansas City area familiar with the project. This QA/QC will be documented and kept in HDR files.

City of Smithville

Water Facilities Engineering and Support Scope

- Provide a Senior Operations Manager to assist the Operations Specialist for a total of 4 hours per week for seven weeks. The Senior Operations Specialist will:
 - Conduct a minimum of 2 virtual update meetings per week with the Operations Specialist.
 - Provide guidance, and support to the Operations Specialist.
 - Provide a maximum of an additional 20 hours to assist the City in procuring a new Class A Water Treatment Plant Operator.

City Responsibilities

The City will be responsible for the following items:

- Continue to provide Class A operation coverage and full operation and maintenance responsibility for the WTP and distribution systems.
- Providing staff for day to day operations and maintenance of the WTP, including Chief Plant Operator. This staff will be responsible for correctly performing the sampling, monitoring, record keeping and other tasks in accordance with the SOPs and in consultation with the Chief Plant Operator.
- Making operations staff available for all necessary training.
- Providing HDR access to operation and maintenance data and records for the WTP and the distribution system.
- Submittal of all required regulatory reports.

Deliverables

- Monthly Invoices with supporting documentation.
- HDR will conduct weekly update meetings with City Public Works Director. A simplified report will be submitted at this meeting, showing progress on each task.
- Training Excel Spreadsheet, including topics and successful completion by operators.
- Draft and Final Technical Memo on recommended staffing levels and options on shift schedules.
- A maximum of five (5) SOPs.

Terms and Conditions

Work performed under this work order will be done under the Terms and Conditions included in the existing Professional Services Agreement between HDR and the City, signed on _____, 20__.

This Work Order may be extended to provide more HDR labor and expenses, if both the City and HDR are in agreement. No additional work shall begin until this agreement is in place.

Work Order Fee

All work performed by HDR will be invoiced on an hourly not-to-exceed basis and will not exceed the cost outlined in the attached fee spreadsheet. These rates are valid until December 31, 2024, at which point they will be subject to adjustment.

If any additional services beyond what is outlined in this scope and fee are requested by the City, a future authorization will be mutually agreed upon for additional scope, schedule, fee, as necessary.

City of Smithville
Water Facilities Engineering and Support Scope

SCHEDULE

- Task 1 – Project Management
 - June 19, 2024 to September 30, 2024
- Task 2 - Knowledge Retention and Operator Training
 - June 19, 2024 to July 17, 2024
- Task 3 – Additional Support of Existing O&M Staff (OPTIONAL)
 - July 8, 2024 to September 5, 2024

CITY OF SMITHVILLE:

By: _____

Title: Damien Boley, Mayor

Date: June 18, 2024

HDR

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____



City of Smithville
Operations Support
Scope and Fee Estimate - 6-12-2024

Staff Name Rate Schedule Code Billing Rate		Saffels, R	Patrick, D	Bunch, D	Malinowski, C	Mix, M	Briggs, J	DeCou, C	Koirala, A	Total HDR Hours	HDR Expenses	Total
		Technical Specialist II/Senior Project Manager III	Engineer/Architect/Designer III	Technical Specialist II/Senior Project Manager III	Technical Specialist II/Senior Project Manager III	Survey Technician/Construction Inspector III	Engineering Support Staff I	Engineering Support Staff I	Engineer/Architect/Designer I			
		\$325	\$155	\$325	\$325	\$140	\$105	\$105	\$130			
TASKS												
1	Task 1 - Project Management											
1	Project Setup and Administration		8				8	4	6	26	\$250	\$3,530
2	Quality Control	2	2					4		8		\$1,380
3	Safety Plan		2					2	4	8		\$1,040
4	Project Management Including Monthly Invoicing (4 months)		16				16	16		48		\$5,840
5	Project Approach and Resource Review	2	4	4					4	14	\$150	\$3,240
	Subtotal Hours	4	32	4	0	0	24	26	14	104		
	Subtotal Dollars	\$1,300	\$4,960	\$1,300	\$0	\$0	\$2,520	\$2,730	\$1,820		\$400	\$15,030
	Total Task 1											\$15,030
B.	Task 2 - Knowledge Transfer and Operator Training											
1	Knowledge Retention and Operator Training	8	24		32	120			16	200	\$2,000	\$37,600
2	QA / QC	4	10						12	26		\$4,410
3	Assist City with Operator Recruitment	10	12		16				4	42		\$10,830
	Subtotal Hours	22	46	0	48	120	0	0	32	268		
	Subtotal Dollars	\$7,150	\$7,130	\$0	\$15,600	\$16,800	\$0	\$0	\$4,160		\$2,000	\$52,840
	Total Task 2											\$52,840
C.	Task 3 - Additional Support for Existing O&M Staff											
1	Support of Existing O&M Staff	10	40		48	133			24	255	\$2,000	\$48,790
2	QA / QC	8	12							20		\$4,460
	Subtotal Hours	18	52	0	48	133	0	0	24	275		
	Subtotal Dollars	\$5,850	\$8,060	\$0	\$15,600	\$18,620	\$0	\$0	\$3,120		\$2,000	\$53,250
	Total Task 3											\$3,250
	Total Hours	44	130	4	96	253	24	26	70	647		
	Total Billing Amount	\$14,300	\$20,150	\$1,300	\$31,200	\$35,420	\$2,520	\$2,730	\$9,100		\$4,400	\$121,120

Estimated Project Fee \$121,120