



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, April 1, 2025
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/88957200507>

Meeting ID: 889 5720 0507
 Passcode: **649344**

1. Call to Order

2. Pledge of Allegiance

3. Consent Agenda

• **Minutes**

- March 18, 2025, Board of Aldermen Work Session Minutes
- March 18, 2025, Board of Aldermen Regular Session Minutes

• **Resolution 1453, Nehemiah Festival 2025 Agreement**

A Resolution authorizing and directing the Mayor to execute an agreement with Grace Community Church for the use of Smith's Fork Park to host a music festival.

• **Resolution 1454, Regional Multi-Hazard Mitigation Plan**

A Resolution adopting the Regional Multi-Hazard Mitigation Plan.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. City Administrator's Report

ORDINANCES & RESOLUTIONS

5. Bill No. 3058-25, FY2025 Budget Amendment No. 6 – 2nd Reading

An Ordinance amending the FY2025 Operating Budget to add \$70,000 to the Transportation Sales Tax Fund expenditure budget. 2nd reading by title only.

6. Bill No. 3059-25, FY2025 Budget Amendment No. 7 – Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd Reading

An Ordinance amending the FY2025 Operating Budget to add \$7,150 to the General Fund expenditure budget. 1st and 2nd reading by title only.

7. Resolution 1455, Reimbursement Resolution

A Resolution declaring the intent of the City to reimburse expenses related to utility project through proceeds from debt financing.

8. Resolution 1456, Award Bid No. 24-08 – 144th Street Lift Station and West Bypass

A Resolution awarding Bid No. 24-08, Epic Concrete Construction for the 144th Street Pump Station and West Interceptor Force Main in the amount of \$4,799,650 and authorize a force account of \$200,000.

- 9. Resolution 1457, Facilities Extension Agreement with Evergy**
A Resolution authorizing the Mayor to sign the Facilities Extension Agreement with Evergy and authorizing the expenditure of \$106,459.64 for the extension of electric service.
- 10. Resolution 1458, Sampling Support Agreement with HDR**
A Resolution authorizing the mayor to sign an agreement with HDR for Smithville Lake sampling support services.
- 11. Resolution 1459, Award Bid No. 25-07, Janitorial Services**
A Resolution awarding Bid No. 25-07, for janitorial services for City Hall and the Senior Center to Primary Cleaning Services in the amount not to exceed \$32,400 annually.
- 12. Resolution 1460, Award Bid No. 25-08, Debt Collections Services**
A Resolution awarding Bid No. 25-08 for Debt Collection Services for the City and authorizing and directing the Mayor to enter into an agreement with Midwest Municipal Services LLC.
- 13. Resolution 1461, Amendment No. 1 to Authorization No. 99**
A Resolution approving Amendment No. 1 to Authorization No. 99, with HDR for engineering services for the Water Treatment Plant Improvements.

OTHER MATTERS BEFORE THE BOARD

- 14. 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.
- 15. 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.
- 16. Adjourn**





Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Administration/Parks/Public Works

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**
 - March 18, 2025, Board of Aldermen Work Session Minutes
 - March 18, 2025, Board of Aldermen Regular Session Minutes
- **Resolution 1453, Nehemiah Festival 2025 Agreement**

A Resolution authorizing and directing the Mayor to execute an agreement with Grace Community Church for the use of Smith's Fork Park to host a music festival.
- **Resolution 1454, Regional Multi-Hazard Mitigation Plan**

A Resolution adopting the Regional Multi-Hazard Mitigation Plan.

SUMMARY:

Voting to approve would approve the minutes 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: Plan | |

SMITHVILLE BOARD OF ALDERMEN WORK SESSION

March 18, 2025 6:00 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:00 p.m. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Leeah Shipley, Kelly Kobylski and Dan Hartman. Ronald Russell was absent.

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

2. National Pollutant Discharge Elimination System (NPDES) and Municipal Stormwater (MS4) Annual Update

Mayra Toothman, Assistant to the Public Works Director, presented an annual update on the National Pollutant Discharge Elimination System (NPDES) and Municipal Stormwater (MS4). She noted that these programs are on a five year renewal cycle and we are now in year five. The City also submits a report to DNR every year outlining the progress of our program.

2024 Key Program Updates and Achievements

- Stormwater Inlet Cleaning Program
- Illicit Discharge Detection and Elimination (IDDE)
- GIS System Enhancements
- Street Sweeping and Leaf Management
- Public Education and Outreach
- Construction Site Stormwater Control
- Basin Maintenance Program
- Pollution Prevention Training

2025 Focus Areas



HOSTING AN E-WASTE & SHREDDING EVENT (APRIL 5)



HOSTING A LOCAL HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT (APRIL 12).



CONDUCTING DRY-WEATHER OUTFALL SCREENINGS TO IDENTIFY AND ELIMINATE ILLICIT DISCHARGES.



STRENGTHENING COMMUNITY EDUCATION EFFORTS THROUGH DIGITAL PLATFORMS AND SCHOOL PARTNERSHIPS.



CONTINUING BASIN MAINTENANCE INSPECTIONS, WITH A GOAL OF ASSESSING 60% OF BASINS BY THE END OF FY2025.



CONTINUE AND ENHANCE THE IMPLEMENTATION OF THE STORMWATER INLET CLEANING PROGRAM.

Mayra noted that in the spring, HOA's and basin owners will receive a letter with details about their specific basin and staff will help answer any questions they have. The inlet cleaning program started last year will continue on a more regular basis. Mayra explained that stormwater never travels alone, so report any issues. In 2023, Alderman Atkins initiated putting decals on storm inlets we welcome anyone to continue this. If there are inlets without decals in your area please inform the City, we want to make sure all inlets have decals.

Alderman Hartman asked what they are looking for when evaluating the basins.

Mayra explained they are two types: detention and retention. Detention structures temporarily hold water, while retention structures retain it permanently. For those designed to slow down water discharge, we prefer grass as vegetation; we do not want trees or brush because it increases maintenance. She noted that staff have inspected some structures and plan to check 60% of those in our area. A checklist will be provided along with a recommended maintenance schedule, ideally twice a year. Mayra explained that we want to ensure that the inlets and outlets are structurally sound and free from erosion and serve their intended purpose.

Alderman Hartman asked if the intention was to enter all the information into the City's GIS system.

Mayra explained that the inventory is already there. Staff has identified the type of basin either retention or detention, who will be maintaining it and the condition. Staff will be updating the information with the specific condition and pictures when they do the inspections.

3. Regional Hazardous Mitigation Plan Review

Assistant to the Public Works Director, Mayra Toothman present the update on the Regional Hazard Mitigation Plan.

What is Hazard Mitigation

- Hazard mitigation is the process of reducing or eliminating long-term risks from natural hazards.
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What is a Hazard Mitigation Plan (HMP)

- A comprehensive document that identifies hazards, assesses risks, and outlines strategies to reduce disaster impacts.
- Required for FEMA grant eligibility.
- Helps communities and schools implement protective measures.

Why is the Plan being Updated

- FEMA requires updates every 5 years.
- The last plan was completed in 2020.
- Community participation ensures the plan reflects current risks and needs.

Why is This Important

- Essential for FEMA funding opportunities.
- Helps communities plan for and reduce disaster impacts.
- Strengthens emergency response and resilience.

Goals of the Hazard Mitigation Plan

- Safeguard lives – Reduce injuries, illnesses, and deaths caused by disasters.
- Preserve property & infrastructure – Protect homes, businesses, and critical infrastructure.
- Build resilient communities – Plan for long-term risk reduction and preparedness.

Plan Development Process

- Data Gathering & Public Input: Surveys and meetings to assess risks.
- Hazard Identification: Analysis of the most significant risks to our region.

Hazard Identification and Risk Assessment

- Flooding – The most frequent and costly hazard.
- Severe Thunderstorms – Heavy rain, hail, and wind damage.
- Winter Weather – Snow and ice impacting infrastructure.
- Tornadoes & High Winds – Significant destruction risks.
- Tornadoes & High Winds – Significant destruction risks.

Capabilities Assessment

Review of local resources available for mitigation.

Includes:

- Local policies & building codes.
- Funding sources (federal, state, and local).
- Technical and administrative capacity.
- Public outreach programs.
- Participation in the NFIP (National Flood Insurance Program).

Smithville ongoing /completed goals

- Increase public safety alert and warning mechanisms – ongoing
 - Continue social media use. Provide officers training on how to use social media to send info on weather incidents.
 - Provide officers on-going training in use of the tornado siren system.
 - Use social media to provide community notice of upcoming weather-related training and free weather radios.
- Discourage new development in floodplains and flood-prone areas – completed
 - Adopt ordinances prohibiting residential and commercial development in flood plains or flood-prone areas.
 - Develop or amend comprehensive and/or land use plans to specifically address development in flood-prone areas and recommend strategies for decreasing the jurisdiction's vulnerability to flooding
- Consider alternative uses for floodplains and flood-prone areas, such as sports fields, parks, wildlife habitats, etc. – ongoing

Smithville's new goals

- Upgrade outdoor tornado sirens in the next 2-3 years.
- Continue implementing flooding mitigation initiatives through the City's CIP.
- Install lighting strike sirens in public parks to enhance safety and provide early warning during severe weather conditions.
- Improve flood hazard assessment and flood mapping.

Plan Maintenance and Implementation

- Annual Reviews: Ensure continued effectiveness.
- Post-Disaster Evaluations: Learn from events to improve strategies.
- Public Engagement: Ongoing involvement of the community.
- Coordination with Regional Plans: Align with broader resilience efforts.

Why This Matters for Our Community

- A well-developed plan protects residents and infrastructure.
- It ensures eligibility for FEMA grants.
- Strengthens local emergency preparedness efforts

Next Steps and Board Action

- Staff recommends the Board review and approve the updated plan.
- This ensures continued eligibility for FEMA funding.

Alderman Wilson asked how many employees have taken the required NIMS training required for FEMA funding.

Chief Lockridge explained with the change of the police clerk we have started updating that information and sending an email out to the employees that need to take it. He added that with the turn over with employees it is ongoing. Chief noted that the street division has all completed the training.

Alderman Wilson noted that a lot of the FEMA funding hinges on the NIMS training. She stressed that when employees receive the emails to do the training.

Chief noted that the emails that will be sent will have the instructions and a link to make it as simple as possible for employees.

Alderman Atkins asked who reviews the plan, MARC or FEMA.

Mayra stated that FEMA conducts the review process. She mentioned that the region submits the plan annually. The region, SEMA, MARC and a team collaborate to develop the plan, which FEMA reviews and provides feedback on. This year, they are concentrating on updating the plan and addressing the feedback received. Mayra indicated that there will be certain items they cannot address, such as the lack of GIS in some communities. She clarified that each community has its own goals tailored to its specific needs and resources.

Alderman Hartman said he appreciated Mayra outlining the new goals and presenting them. He noted he would like to see, and perhaps it is already underway, a timeline for their implementation. Alderman Hartman noted that he recognized that we have various topics to discuss in the coming months, such as tornado sirens, flood mitigation, and lightning strike sirens. He said it would be helpful to see staff's thoughts mapped out, but ultimately, it is the responsibility of the Board to approve those plans.

Mayra noted that certain aspects are already detailed in the CIP, such as the sirens and stormwater projects. We have a five-year plan for stormwater improvements. The lightning strike sirens will be addressed as we advance the engineering for Smith's Fork Park. Staff can compile relevant information. She emphasized that this is a plan, and we can only anticipate its implementation as outlined. This will also be included in the CIP discussions.

Cynthia noted that over the past few weeks, she has been in meetings with Finance Director Rick Welch and each department to address their needs. We have identified and discussed all the items, and we expect to have further discussions about these topics at the retreat.

Alderman Hartman noted that staff did a great job in putting everything together for this. He said that it is crucial not only for our future funding but also because it makes us a better City.

Mayra explained that MARC has requested that communities adopt the plan in the following month. Staff is planning to bring this forward for approval at the April 1 meeting.

4. Adjourn

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:19 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

March 18, 2025 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:58 p.m. A quorum of the Board was present: Marv Atkins, Leeah Shipley, Kelly Kobylski, Melissa Wilson and Dan Hartman. Ron Russell was absent.

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

2. Pledge of Allegiance lead by Mayor Boley

3. Proclamation

- **National Athletic Training Month**



Mayor Boley presented the proclamation to Gini Fite, Athletic Trainer for the Smithville School District.

4. Consent Agenda

- **Minutes**

- February 25, 2025, Board of Aldermen Work Session Minutes
- February 25, 2025, Board of Aldermen Regular Session Minutes
- March 4, 2025, Board of Aldermen Work Session Minutes
- March 4, 2025, Board of Aldermen Regular Session Minutes

- **Financial Report**

- Finance Report for February

- **Resolution 1448, Leak Adjustment**

A Resolution approving a water and wastewater leak adjustment request for Meredith Ivey in the amount of \$170.14.

- **Resolution 1449, Leak Adjustment**

A Resolution approving a water and wastewater leak adjustment request for Suzanne Bass in the amount of \$1,627.93.

- **Resolution 1450, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Chops BBQ and Catering for the Adult Egg Hunt to be held Friday, April 11, 2025.

- **Resolution 1451, Wet Well Aerators**

A Resolution authorizing the purchase of wet well aerators and on-off timers from Letts, Van Kirk and Associates for the amount of \$19,995.90.

- **Resolution 1452, Agreement with MoDOT**

A Resolution authorizing the Mayor to sign a license agreement with Missouri Highways and Transportation Commission for the OK Trail.

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

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Alderman Wilson reported on the March 11 Planning and Zoning Commission meeting. Building Inspector, Will Stubs presented a PowerPoint on Accessory Dwelling Units guidelines and they discussed how they would look for the City. In future meeting they will be discussing and the next steps and work toward creating Ordinances.

6. City Administrator's Report

Cynthia noted at the February 25 Board of Aldermen meeting during public comment a citizen expressed concerns. Code Enforcement Officer Keowa Norton and Development Director Jack Hendrix spoke with the individual. The summary of that meeting was provided in the packet. For questions, contact Jack or Cynthia.

There will be a Proposition P informational meeting on Wednesday, April 2, at City Hall at 6:00 p.m., and another on Thursday, April 3, at 6:30 p.m. at the High School Performing Arts Center, which will be hosted by the Chamber for all ballot issues.

ORDINANCES & RESOLUTIONS

7. Bill No. 3057-25, Repealing Section 155.050, Economic Development – 2nd Reading

Alderman Atkins moved to approve Bill No. 3057-25, repealing Article II – Economic Development Committee Section 155.020 Economic Development Committee. 2nd reading by title only. Alderman Hartman seconded the motion.

Alderman Hartman clarified that this was a Board decision.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3057-25 approved reading.

8. Bill No. 3058-25, FY2025 Budget Amendment No. 6 – 1st Reading

Alderman Atkins moved to approve Bill No. 3058-25, amending the FY2025 Operating Budget to add \$70,000 to the Transportation Sales Tax Fund expenditure budget. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

Alderman Russell - Absent, Alderman Hartman – Aye, Alderman Wilson – Aye

Alderman Atkins - Aye, Alderman Kobylski - Aye, Alderman Shipley – Aye.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3058-25 approved first reading.

OTHER MATTERS BEFORE THE BOARD

9. Public Comment

None

10. New Business from the Floor

Mayor Boley requested the citizen's audit committee come to a Board of Aldermen meeting and he would sign the petition.

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

Alderman Hartman moved to adjourn to Executive Session pursuant to Section 610.021(1)RSMo. Alderman Kobylski seconded the motion.

Upon roll call vote:

Alderman Kobylski - Aye, Alderman Shipley - Aye, Alderman Russell - Absent,

Alderman Atkins - Aye, Alderman Wilson - Aye, Alderman Hartman – Aye.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to Executive Session at 7:04 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1453 - Nehemiah Festival

REQUESTED BOARD ACTION:

Motion to approve Resolution 1453, authorizing and directing the Mayor to execute an agreement with Grace Community Church for the use of Smith's Fork Park to host a music festival.

SUMMARY:

David Lin, with Grace Community Church, has requested the exclusive use of Smith's Fork Park for the annual Nehemiah Festival hosted by Grace Community Church. The event has been held for the past eighteen years at Smith's Fork, with a similar exclusive agreement. Last year's attendance was estimated at 3,000.

Mr. Lin has requested rental of the entire campground September 12-14. Past agreements have outlined a rate based on per year average occupancy rate. This payment calculation is included in the recommended agreement. The average occupancy rate in 2024 was 42%. The church shall pay the City for such exclusive use as follows: Four Thousand One Hundred and Thirty-Two Dollars and Eighty Cents \$4,132.80 (42% of 82 campsites X \$40 per day for 3 days). Fifty percent (50%) payable prior to September 12, 2025, and the remainder due on or before October 1, 2025.

In addition to the base amount, Nehemiah Festival will also pay two dollars for each primitive campsite used and \$50 per shelter per day (\$300).

PREVIOUS ACTION:

The Board has approved agreements with Grace Community Church for the Nehemiah Festival every year since 2013.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

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 1453

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRACE COMMUNITY CHURCH FOR USE OF SMITH'S FORK PARK TO HOST A MUSIC FESTIVAL

WHEREAS, Grace Community Church has approached the City requesting use of Smith's Fork Park on September 12, 13 and 14, 2025 to host a music festival; and

WHEREAS, the Smithville Board of Aldermen has approved the exclusive use of Smith's Fork Park to Grace Community Church for the music festival; and

WHEREAS, the City and the Church have negotiated a contract.

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

**THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN
AGREEMENT WITH GRACE COMMUNITY CHURCH FOR THE PURPOSE OF
HOSTING THE NEHEMIAH FESTIVAL AT SMITH'S FORK PARK ON SEPTEMBER
12, 13 AND 14, 2025.**

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 1st day of April
2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

CITY OF SMITHVILLE, MISSOURI

AGREEMENT

THIS AGREEMENT entered into this 1st day of April, 2025, between the **CITY OF SMITHVILLE, MISSOURI** (City) and **GRACE COMMUNITY CHURCH** of

Smithville, a non-profit corporation (Church) as follows:

WHEREAS, Church desires to use City's Smith's Fork park to sponsor a Christian Music and Camping Festival called the Nehemiah Festival from September 12-14, 2025; and

WHEREAS, the use of said park facility as envisioned will sell out the use of the park area for any other purpose;

NOW THEREFORE it is agreed as follows:

1. City agrees that Church may have exclusive use of Smith's Fork Park area as hereinafter designated on Exhibit A on September 12, 13, and 14, 2025. Non-exclusive use for setting up is granted on September 11, 2025.
2. Church shall pay City for such exclusive use as follows:
 - A. Four Thousand One Hundred and Thirty-Two Dollars and Eighty Cents \$4,132.80 (42% of 82 campsites X \$40 per day for 3 days) Fifty percent (50%) payable before September 12, 2025, and the remainder due on or before October 1, 2025.
 - B. Two Dollars (\$2.00) for each primitive campsite used outside of the campground.
 - C. Fifty Dollars (\$50.00) per shelter per day (2 shelters for 3 days for a total of \$300.00).
 - D. Fees for B and C will be collected at the end of the Festival but not later than October 1, 2025.
3. Camp hosts have the option to stay in the campground without obligations to the festival.
4. Supplying and cleaning restrooms will be the responsibility of the Church. City to provide a key for locked paper containers. City staff will conduct an inspection on Monday, September 15, 2025, and notify Church of

deficiencies. Church will be responsible for charges associated with additional cleanup to get restroom facilities in operation.

5. Church will supply labor and containers sufficient to maintain the cleanliness of the festival area.
6. Church will supply security sufficient for the actual crowd attending the Festival.
7. Church will be allowed to use the driving range for Festival parking. Staff and Volunteers can use the ball field and soccer parking lots for overnight parking.
8. Church will be allowed to use the practice football fields and spillways parking lot for activities and concerts.
9. No primitive camping will be allowed on any of the two ball fields, football fields or soccer fields.
10. No parking at the primitive campsites that are not in the campground. All campers must park in the designated parking areas and walk to the campsite.
11. Church will be responsible for the opening and closing of the campground gate starting Thursday, September 11, at 8:00 a.m., and ending Sunday evening, September 14, at 5:00 p.m.
12. Church shall provide proof of a Two Million Dollar (\$2,000,000) liability insurance policy covering their use of the park with the City and U.S. Corp of Engineers listed as additional parties insured. Church hereby indemnifies City for any liability or damages incurred as a result of their use of the park.
13. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.
14. This Agreement shall be governed by the laws of Missouri.
15. This Agreement shall not be effective until approved by an ordinance duly enacted by the Board of Aldermen of Smithville, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF SMITHVILLE, MISSOURI

By _____

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

GRACE COMMUNITY CHURCH

By _____

ATTEST:



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1454 -Regional Multi-Hazard Mitigation Plan 2025

REQUESTED BOARD ACTION:

A motion to approve Resolution 1454, adopting the 2025 Regional Multi-Hazard Mitigation Plan

SUMMARY:

Approval of this item will adopt the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte, and Ray counties. FEMA requires communities to have a Hazard Mitigation Plan and update it every five years to remain eligible for federal mitigation grants that support disaster risk reduction and resilience projects. Updating the plan ensures it reflects current risks, community priorities, and mitigation strategies.

On March 18, staff presented an overview of the plan to the Board, outlining its purpose, key hazards identified, and mitigation strategies. The plan assesses regional risks such as flooding, severe storms, winter weather, high winds, and extreme heat/drought, which are among the most significant threats to our community. Through data collection, public input, and collaboration with local governments and school districts, the plan identifies both existing resources and areas where improvements can be made to strengthen disaster preparedness and response.

The plan also outlines mitigation strategies to reduce or eliminate risks, prioritizing actions based on their feasibility and impact. These strategies include improving building codes, upgrading infrastructure, enhancing emergency preparedness, and incorporating climate adaptation measures.

The full plan can be found [Hazard Mitigation Plan | MARC](#)

Section 5a outlines mitigation goals for local jurisdictions, including Smithville. Staff will continue updating these goals and integrating them into the CIP and strategic planning process.

PREVIOUS ACTION:

The Board approved Resolution 799 adopting 2020 Regional Hazard Mitigation Plan
The Board approved Resolution 425 adopting 2015 Regional Hazard Mitigation Plan
The Board approved Resolution 289 adopting 2010 Regional Hazard Mitigation Plan

POLICY ISSUE:

Emergency Management / Disaster Preparedness

FINANCIAL CONSIDERATIONS:

The plan outlines mitigation strategies for Smithville that have already been incorporated into the Capital Improvement Plan (CIP). No additional financial impact is anticipated.

ATTACHMENTS:☐ Ordinance☒ Resolution☐ Staff Report☐ Other:☐ Contract☐ Plans☐ Minutes

RESOLUTION 1454

A RESOLUTION ADOPTING THE REGIONAL MULTI-HAZARD MITIGATION PLAN

WHEREAS, the City of Smithville recognizes the threat that natural hazards pose to people and property within the City of Smithville; and

WHEREAS, the City of Smithville has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties, hereafter referred to as the Plan, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Smithville from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Smithville demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Plan and affirms that the Plan will be updated no less than every five years; and

WHEREAS, the final draft plan prepared by the Mid-America Regional Council has been reviewed by SEMA and is expected to be approved by FEMA.

NOW THEREFORE, BE IT RESOLVED by the City of Smithville, in the State of Missouri, the Mayor and Board of Alderman adopts the final draft Plan.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of April 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



City Administrator's Report

March 27, 2025

Proposition P Update

On April 8, City of Smithville residents will have the opportunity to vote on a Public Safety Sales Tax. This proposition asks voters to consider imposing a citywide ½ percent public safety sales tax to be placed on all retail sales made in the City of Smithville. Funds generated would be dedicated to Police Department related purposes, including the enhancements to officer compensation and benefits to aid in recruitment and retention of officers; fund public safety equipment and staff to support community growth; and implementation of an animal control program.

As we move into the final weeks before election day, staff has presented information on the ballot question at a the Senior Center, a Citizens In Action (CIA) meeting, Rotary and the Smithville Main Street District board. A second public meeting well be held on Wednesday, April 2 at City Hall at 6 p.m. The Smithville Chamber of Commerce is hosting an informational forum on all ballot issues to be held on Thursday, April 3 at 6:30 p.m. in the Performing Arts Center at Smithville High School. Board members are encouraged to attend these informational meetings as they are able.

If you have any questions regarding the ballot question, please contact Chief Jason Lockridge jlockridge@smithvillemo.org or Assistant City Administrator Gina Pate gpate@smithvillemo.org.

For more information on the ballot issue, please visit www.smithvillemo.org/PropositionP.

MARC Grant Funding

Smithville has received notice that we have been awarded federal funding through MARC for the Wayfinding Implementation Project and the Maple Lane Sidewalk. The City will receive \$600,000 for the Wayfinding project and \$480,000 for the Maple Lane Sidewalk project. These projects are included in the Capital Improvement Plan for 2027.

Smithville to Host DNR Classes

The City of Smithville has partnered with the Department of Natural Resources (DNR) and the Corps of Engineers to host Drinking Water and Distribution System Operator Certification classes. These classes will be held at the Litton Center, with a DNR

instructor leading sessions over a four-week period in April. The program is designated to benefit Smithville's Utilities Division employees seeking certification as well as participants from surrounding communities.

Parking on City Streets

As summer approaches, the use and parking of recreational vehicles, equipment and boats will become more prevalent in neighborhoods. There are various ordinances that address the parking and storage of these within the city.

- §400.360 in the *zoning code* addresses Recreational Vehicle Parking and Storage on private property:
 - A paved parking surface is not required for the vehicles.
 - A maximum of two vehicles may be parked.
 - Vehicles may only be parked on residential property owned or leased long-term by the vehicle owner, with guest vehicles allowed for up to 14 days per year.
 - Vehicles cannot extend over sidewalks or roadways.
 - Recreational vehicles may not be used as living spaces for more than 14 days in a 12-month period.
 - Recreational vehicles must always be properly licensed.
 - Recreational vehicles cannot be used for storage of non-related items.
- §500.095.A. of the *nuisance code* requires that all vehicles must be parked on approved gravel or paved surfaces.
- While these ordinances cover parking on private property, on-street parking of recreational vehicles and equipment is governed by regular on-street parking ordinances.
- No ordinance specifically prohibits parking a recreational vehicle or equipment on a city street where other parking is allowed so long as regular parking regulations are met.

Infrastructure Project Updates

Commercial Avenue Sidewalk Project

Staff met with Legacy Underground to discuss the project timeline. The contractor has proposed a construction start date of June 2 to minimize disruptions to school traffic.

Stonebridge Stormwater Improvements

Stormwater work has been completed, the contractor will rebuild sidewalks and complete any reseeding the week of March 31.

Sewer Rehabilitation Project (CIPP)

This project was awarded to SAK at the March 4 Board Meeting. Work is anticipated to begin in April. Residents near the areas to be rehabilitated will receive a letter from the contractor outlining work and dates.

Streetscape Phase III

This project is nearing completion! On Thursday, the contractor initiated street work, marking one of the final pieces of the projects. The City and contractor anticipate holding a ribbon cutting ceremony on April 15. More details will be provided as the event approaches.



Emerald Ridge Playground Ribbon Cutting

Mark your calendars - a ribbon cutting has been scheduled for this new playground on Saturday, April 5 at 2:00 p.m.

Board of Aldermen Retreat

The 2025 Board of Aldermen Retreat is scheduled for Thursday and Friday April 17 and 18. Times of the meeting will be determined in the coming weeks.



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Public Works

AGENDA ITEM: Approve Bill No. 3058-25, FY2025 Budget Amendment No. 6 – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3058-25, amending the FY2025 Operating Budget to add \$70,000 to the Transportation Sales Tax Fund expenditure budget. 2nd reading by title only.

SUMMARY:

Anthony Glenn began his tenure as Street Superintendent on January 2 as we geared up for the first major snow event this year. He has implemented some changes and developed an ambitious work plan. The focus of this plan is to enhance the durability of asphalt patches and pothole repairs, as well as to expand concrete repairs to streets, including curb and gutter repair and replacement. Implementation of this plan requires an amendment to the FY2025 Budget adding \$70,000 in expenditures to the Transportation Sales Tax Fund.

Proposed Equipment Acquisition

To further improve the efficiency and quality of street repairs, the Street Division is requesting the acquisition of a hot box for asphalt street repair. Currently, asphalt is spread using the bucket of a skid steer or the blade from a grader for larger areas. The proposed hot box would attach to the skid steer, enabling a more even and consistent application of asphalt across larger surface areas. This equipment is estimated to cost approximately \$10,000 and is not currently included in the 2025 budget.

Improved street surface repairs will result in longer-lasting repairs, enhanced rideability, and increased street longevity. The adopted 2025 budget currently allocates \$20,000 for asphalt and crack seal materials. Following review, staff currently estimates that this amount needs to be increased to \$40,000 to accommodate the planned repair efforts.

Concrete Repair and Replacement:

In addition to the asphalt repairs, the work plan includes a significant focus on curb and gutter repair and replacement, as well as concrete pavement patching. The adopted 2025 budget includes only \$12,000 for concrete repairs, but an increase to \$30,000 is being requested to cover the additional concrete work planned.

Building and Facility Repairs

The 2025 budget currently allocates only \$1,000 for building and facility repairs and maintenance. Staff is requesting an additional \$14,500.

Recently, the crew room, office, and restroom were renovated by staff to create a functional space for staff breaks, training, and division meetings. The total cost of these renovations, including furnishings, was approximately \$7,500.

Additionally, there is a need for a covered material storage area for AB-3, a base material used for road subgrade and street excavation backfill (e.g., for water main breaks). Currently, this material is not stored on-site, requiring staff to travel to the quarry to retrieve it. A new, covered storage area is needed to keep the AB-3 dry, as it absorbs water and becomes difficult to use when wet. The estimated cost for this storage area is approximately \$5,000.

The salt storage bins have also deteriorated over time, with the rear wall pushed out. Repairs to the existing salt storage bin are estimated at \$3,000.

Street Sweeping Disposal

As part of our MS-4 permit requirements, the Street Division is responsible for completing street sweeping activities. Historically, street sweepings have been piled at the street division, creating a significant accumulation of material that contains oils and greases from vehicles. This material must be properly disposed of at a landfill. The estimated cost for hauling this material to the landfill, including landfill fees, is \$7,500. After reviewing several vendors, Huntley Disposal in Smithville has provided the most competitive pricing and service. Staff is requesting an increase of \$7,500 to the professional services account to cover this cost.

Summary:	2025 Budget	Requested increase	TOTAL
Repairs and Maintenance – BLDG	\$1,000	\$14,500	\$15,500
Capital Purchases Equipment	\$6,959 Skid steer lease	\$10,000	\$16,959
Repairs and Maintenance – STREET			
Concrete Repairs	\$12,000	\$18,000	\$30,000
Asphalt / Crack Seal Repairs	\$20,000	\$20,000	\$40,000
Professional Services	<u>\$40,000 Engineering</u>	<u>\$7,500</u>	<u>\$47,500</u>
TOTAL	\$79,959	\$70,000	\$149,959

This amendment increases the Transportation Sales Tax Fund allocation in the amount of \$70,000 for maintenance and operational expenses.

PREVIOUS ACTION:

The Board previously approved the FY2025 Budget on October 15, 2024.

POLICY ISSUE:

Approving an amendment to the FY2025 Budget.

Infrastructure and facility maintenance

FINANCIAL CONSIDERATIONS:

There are sufficient funds in the Transportation Sales Tax Fund for these expenses.

ATTACHMENTS:

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

**AN ORDINANCE AMENDING THE FY2025 OPERATING BUDGET
TO ADD \$70,000 TO THE TRANSPORTATION SALES TAX
FUND EXPENDITURE BUDGET.**

WHEREAS, pursuant to Ordinance 3042-24, passed on October 15, 2024, the City approved the fiscal year ending October 31, 2025, Budget; and

WHEREAS, The Public Works Department Streets Division provides a comprehensive range of services, including street maintenance (pothole repairs, crack sealing, curb repairs, concrete and asphalt patching), street sweeping, snow removal, storm sewer maintenance and repair, ditch and waterway clearing, and right-of-way mowing; and

WHEREAS, the Public Works Department Streets Division has developed a work plan that improves and enhances the operations and services the division provides; and

WHEREAS, the Public Works Department Streets Division is requesting an increase of \$70,000 to the approved 2025 Transportation Sales Tax Expenditure Budget for additional materials and necessary improvements to the Streets Division building and maintenance facilities; and

WHEREAS, the FY2025 Budget originally allocated \$79,959 in the Transportation Sales Tax Fund for these materials and operations; and

WHEREAS, an amendment to the Transportation Sales Tax Fund is required to allocate an additional \$70,000 to complete the planned maintenance operations.

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

THAT the fiscal year ending October 31, 2025, Budget is hereby amended to add:

- \$70,000 to the expenditure budget in the Transportation Sales Tax Fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of April 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/18/2025

Second Reading: 04/01/2025



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Administration

AGENDA ITEM: Approve Bill No. 3059-25, FY2025 Budget Amendment No. 7 - 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3059-25, amending the FY2025 Operating Budget to add \$7,150 to the General Fund. Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd reading by title only.

SUMMARY:

This Budget Amendment includes an adjustment to the General Fund adding \$7,150 to the FY2025 expenditure budget.

The FY2025 Budget has \$15,240 allocated for janitorial services. The received bid totals \$32,400 annually. This results in the need for an additional \$7,150 for Janitorial Services covering the five remaining months of FY2025.

This adjustment is in response to RFP 25- 07 Janitorial Services. The scope of services included more services than the RFP in 2021 due to the expansion of programming at the Senior Center, and additional areas in the Police Department. The lowest and most responsive bid exceeded the FY2025 janitorial budget.

PREVIOUS ACTION:

The Board previously approved the FY2025 Budget on October 15, 2024.

POLICY ISSUE:

Approving an amendment to the FY2025 Budget.

FINANCIAL CONSIDERATIONS:

There are sufficient funds to cover the increased costs for the janitorial services.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 3059-25

ORDINANCE NO. 325X-25

**AN EMERGENCY ORDINANCE AMENDING THE FY2025 OPERATING BUDGET
TO ADD \$7,150 TO THE GENERAL FUND**

WHEREAS, RFP 25-07 Janitorial Services; and

WHEREAS, the lowest and most responsive bid exceeded the FY2025 janitorial services budget; and

WHEREAS, pursuant to Ordinance 3042-24, passed on October 15, 2024, the City approved the fiscal year ending October 31, 2025, Budget; and

WHEREAS, additional expenditures for RFP 25-07 were not included in the approved fiscal year 2025 Budget; and

WHEREAS, an amendment to the General Fund is required at this time.

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

THAT the fiscal year ending October 31, 2025, Budget is hereby amended to add:

- \$7,150 to the expenditure budget in the General Fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of April 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 4/1/2025

Second Reading: 4/1/2025



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Administration and Finance

AGENDA ITEM: Resolution 1455 – Reimbursement Resolution

REQUESTED BOARD ACTION:

Motion to approve Resolution 1455, declaring the intent of the City to reimburse expenses related to utility project through proceeds from debt financing.

SUMMARY:

The Water Master Plan was completed June 1, 2018. The Wastewater Master Plan was completed in January of 2021. These plans identify significant needs in facility and maintenance investment and guide development of the Capital Improvement Plan (CIP).

In 2018 and 2022, the City contracted with Raftelis Financial Consultants to perform a long-range planning utility rate study. The study and presentation by Rafetelis concluded that utility rate increases are necessary to continue funding water and sewer line replacement projects, fund ongoing system maintenance projects, and fund system capacity upgrades. The rate study demonstrated a need to issue as revenues would not sustain "pay-as-you-go" financing.

At the February 20, 2025 Work Session, staff presented information relating to the Combined Water and Wastewater Systems (CWWS) Fund and upcoming significant investments in the utility infrastructure of the City of Smithville. Over the next eight to 10 years, approximately \$70 million in utility investment is recommended. Staff has worked with our financial and bond advisors in reviewing the projects and cash flow in order to develop a recommended plan for financing these projects.

The City is planning to issue Certificates of Participation (COPs) in an amount of \$7.5 million to fund the following projects:

- **144th Street Lift Station and West Bypass:** This project includes the installation of a sewer pump station (lift station) at the end of 144th Street followed by the construction of a 10" force main to carry raw sewage to the south interceptor located on Cliff Drive. The addition of this pump station, and associated piping, will allow the decommissioning of lift stations at Central Bank, McDonalds, and Hills of Shannon. This lift station will be sized to allow for additional capacity in the area, including Forrest Oaks and will provide service to possible future developments.

- **Stonebridge Lift Station** – This project will replace a functionally obsolete and aged lift station providing capacity improvements for the southern portion of Smithville and will allow the decommissioning of other lift stations that are under capacity.
- **12" River Crossing** - This project is necessary to ensure adequate water supply north of the Little Platte River. Currently, there is only one 8" main across the river and this improvement will provide additional capacity and reliability.
- **Owens Branch Gravity Line** - This multi-phased sanitary sewer gravity line project will provide additional capacity to the north end of town and enable removal of some lift stations.
- **Smith Fork Force Main** - The new pump station at Smith Forks identified the existing 4" force main was restricted. This project will replace the existing force main provide continued service and increased capacity in north Smithville.

This resolution pertains to reimbursing the City, via the proceeds of the financing, for expenditures the City has made or expects to make related to this project, such as engineering, construction, acquisition and electric infrastructure (power) expenses. This provides additional cashflow flexibility to the City.

Future items related to the issuance of COPs include the Board of Aldermen approving a "Go To Market" Resolution which indicates the intention of the Board to issue debt. Later "this spring, staff and representatives from Piper Sandler, the City's financial advisor, will participate in a rating call, the result of which will be establishing the city's bond rating for issuance of the debt. Final steps include the sale of the COPs, approving the financing ordinance, and the delivery of funds for the project. As we progress through this process, Piper Sandler will provide updates to the Board on the process.

PREVIOUS ACTION:

2018 and 2022 Raftelis Rate Study.

February 20, 2025 Work Session - presentation of utility infrastructure projects and funding options.

POLICY OBJECTIVE:

Financing of Utility Infrastructure

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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

RESOLUTION 1455

A RESOLUTION DECLARING THE INTENT OF THE CITY TO REIMBURSE EXPENSES RELATED TO UTILITY PROJECT THROUGH PROCEEDS FROM DEBT FINANCING

WHEREAS, the City of Smithville, Missouri (the "City") intends to finance the costs of acquiring, constructing, installing, improving, furnishing and equipping various projects related to the City's water and sewer system, including without limitation the acquisition and installation of electric infrastructure for the system, the construction and installation of sewer lift stations, including force mains, at 144th Street and Stonebridge, the construction and installation of a force main from Smith's Fork lift station, the acquisition and installation of a water main and river crossing, the construction and installation of a gravity sewer main along Owens Beach, and improvements at the water treatment plant (the "Projects").

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

The Board of Aldermen hereby finds it necessary and declares its intent to finance the costs of the Projects. The City has made, or expects to make, expenditures in connection with the Projects. The City may reimburse itself for such expenditures with the proceeds of a tax-exempt financing by, or on behalf of, the City. The maximum principal amount of the tax-exempt financing expected to be issued for the Projects is \$7,500,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of April 2025.

Mayor

ATTEST:

City Clerk



Board of Aldermen Request for Action

MEETING DATE: 3/18/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1456, awarding Bid No. 24-08, Epic Concrete Construction for the 144th Street Pump Station and West Interceptor Force Main

REQUESTED BOARD ACTION:

A motion to approve Resolution 1456, awarding Bid No. 24-08, Epic Concrete Construction for the 144th Street Pump Station and West Interceptor Force Main in the amount of \$4,799,650 and authorize a force account of \$200,000.

SUMMARY:

This project includes a regional pump station constructed on 144th Street, 11,800 linear feet of ten inch (10") force main, the decommissioning of the Hills of Shannon lift station, odor control system and all work, equipment and materials to complete the project.

The project has been in planning and design phases for quite a while. Upon completion, this pump station and force main will provide additional capacity for development south including having capacity for Forrest Oaks. The Hills of Shannon pump station will also be decommissioned and gravity service will be established.

The City is receiving \$1,500,000 from an earmark through Representative Graves office that is being administered through the Corps.

Additional cost of \$106,459.64 will also be incurred with Evergy to bring 3 Phase electric service to the site. Authorization for this cost is included as a separate item on the agenda.

The City opened bids on February 25, 2025. We received four bids:

Contractor	Bid
Engineer Estimate	\$4,313,730.00
Engemann Drainage Co. Inc	\$3,390,312.50
Epic Concrete Construction	\$4,799,650.00
Kissick Construction Co.	\$5,863,614.00
Mega KC Corporation	\$5,390,352.00

The lowest bid was received from Engemann Construction Company Inc., however they are unable to complete the project within the parameters provided in the specifications and a force account of \$200,000 is also requested for potential changes due to unknown issues or site conditions. There are also some unknowns on how new tariffs may affect equipment and material costs.

PREVIOUS ACTION:

This project is included in the 2025 Capital Improvement Program. A reimbursement Resolution 1455 for financing is also on the agenda for Board action.

POLICY ISSUE:

Infrastructure Maintenance / Capacity and development

FINANCIAL CONSIDERATIONS:**Project Costs:**

Epic Concrete Construction	\$4,799,650.00
Force Account	\$ 200,000.00
Evergy	<u>\$ 106,459.64</u>
Total	\$5,106,109.64

Funding:

2025 CWWS CIP	\$2,300,000.00
Corps Funding	<u>\$1,500,000.00</u>
Total	\$3,800,000.00

The balance of \$1,306,109.64 will be funded through the COP proceeds.

ATTACHMENTS:

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

RESOLUTION 1456

A RESOLUTION AWARDING BID NO. 24-08 TO EPIC CONCRETE CONSTRUCTION , FOR THE 144TH STREET PUMP STATION AND WEST INTERCEPTOR FORCE MAIN IN THE AMOUNT OF \$4,799,650 AND AUTHORIZE A FORCE ACCOUNT OF \$200,000

WHEREAS, bids were opened and read aloud on February, 25, 2025 for Bid No. 24-08 for the 144th Street Pump Station and West Interceptor Force Main; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Epic Concrete Construction, as the most responsive and best bid received, and the most advantageous to the City in the amount of \$4,799,650.

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

THAT Bid No. 24-08 is hereby awarded to Epic Concrete Construction in an amount not to exceed \$4,799,650 and the Mayor is authorized to execute the construction contract for the 144th Street Pump Station and West Interceptor Force Main project with a force account of \$200,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of April, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



March 20, 2025

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

**RE: RFP #24-08 144th Street Pump Station and West Interceptor Force Main
HDR Project No. 10328296
Award Recommendation Letter**

Mr. Soules,

HDR reviewed the received bid packets from the February 25, 2025, bid opening for the referenced project. Four bids were received. Upon preparation and review of the Tabulation of Bids, HDR has confirmed that the low bidder for the subject project was Engeman Drainage Co. Inc. with a total Base Bid of \$3,90,312.50. This is 42% below the second low bidder, Epic Concrete Construction, Inc. (Epic), and 27% below the Engineer's estimate. A copy of the Tabulation of Bids is attached.

After discussing and evaluating the bids with City Staff, it was determined that Epic was the lowest responsible Bidder. We reached out to Epic to confirm everything is in order to complete this project in conformance with the contract requirements. Epic was comfortable with their bid amount and contract period. They did not have any issues with being able to do the work and were excited to get started on the project.

HDR has received a list of recent projects and references from EPIC. We have contacted two of them and received satisfactory feedback and recommendations for their work from Lane Construction and Newkirk Novak.

Lane Construction indicated that Epic is constructing a concrete levee wall that includes storm sewer improvements, earthwork, sanitary force main, and associated pumpstation for them. They stated that Epic was very easy to work with and had no issues being able to complete the work with their crew and equipment. They have provided high quality concrete work and were very responsive to any requests and issues that have come up. Lane Construction recommends Epic and continues to work with them.

Newkirk Novak indicated that Epic has done many projects for them over the last 5 years. These have included concrete work for small to large new buildings, additions to schools, and complicated deep foundations. They stated that Epic has produced high quality work and has promptly fixed any issues that have come up. They were able to complete the work in a timely and efficient manner. Any additional scope items have been priced reasonably to complete the work. Newkirk Novak recommends Epic and continues to work with them.

At this time, based on all information reviewed, HDR hereby recommends the award of the subject project to Epic, dependent on available funds. Please let us know if there are any questions or if you would like to discuss any of these comments. I can be reached at 816-347-1161 or Mitchell.Wiebelhaus@hdrinc.com.

Sincerely,



Mitch Wiebelhaus, P.E.
Project Manager



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1457, Facilities Extension Agreement with Evergy

REQUESTED BOARD ACTION:

A motion to approve Resolution 1457, authorizing the Mayor to sign a Facilities Extension Agreement with Evergy and authorizing the expenditure of \$106,459.64 for the extension of electric service.

SUMMARY:

The new pump station at 144th Street will require three phase electric service. Currently the electric service in this area is single phase electric service. Evergy will need to remove the single-phase circuit and replace it with a new three phase line from Highway 169 to the pump station site.

Extending utilities to a site is typically paid by the owner. This cost was not included as part of the bid for the construction of the 144th Street Pump Station project. The cost to complete this work is \$106,459.64.

PREVIOUS ACTION:

This expense is included in the reimbursement Resolution 1455 for financing.

POLICY ISSUE:

Infrastructure Maintenance / Capacity and development

FINANCIAL CONSIDERATIONS:

Project Costs:

Epic Concrete Construction	\$4,799,650.00
Force Account	\$ 200,000.00
Evergy	<u>\$ 106,459.64</u>
Total	\$5,106,109.64

Funding:

2025 CWWS CIP	\$2,300,000.00
Corps Funding	<u>\$1,500,000.00</u>
Total	\$3,800,000.00

The balance of \$1,306,109.64 will be funded through the COP proceeds.

A reimbursement Resolution 1455 for financing is also on the agenda for Board action.

ATTACHMENTS:

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

RESOLUTION 1457

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FACILITIES EXTENSION AGREEMENT WITH EVERGY AND AUTHORIZING THE EXPENDITURE OF \$106,459.64 FOR THE EXTENSION OF ELECTRIC SERVICE

WHEREAS, the City is constructing a regional sanitary sewer pump station, on 144th Street; and

WHEREAS, Evergy will need to extend three phase electric service to the pump station site; and

WHEREAS, Evergy has provided a Facilities Extension Agreement providing the cost of the project to the City of \$106,459.64.

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

THAT the Mayor is hereby authorized to sign the Facilities Extension Agreement with Evergy and the payment of \$106,459.64 to extend three phase electric service is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of April, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

**Facilities Extension Agreement**

Work Request No. M108146270

Project No.

Quote No. 1

Date: February 24, 2025

Customer Information

Principal Contact: <u>CHARLES SOULES, DIRECTOR OF PW</u>		Customer Type: <u>Commercial/Industrial</u>	
Address: <u>107 W MAIN</u>		State: <u>MO</u>	City: <u>SMITHVILLE</u>
Phone #: <u>816-532-3897</u>	Mobile #: <u>816-985-8369</u>	Zip: <u>64089</u>	Email Address: <u>CSOULES@SMITHVILLE.ORG</u>
Location of Work: <u>540 NE 144TH ST SMITHVILLE MO. 64089</u>		S/T/R: <u>35/53N/33W</u>	
Project Name: <u>REPLACE SINGLE PHASE LINE WITH 3 PHASE LINE TO NEW WATE WATER PUMP STATION</u>			
Scope of Work:			
Terms of Payment: <u>Select</u>		Job Type: <u>Select</u>	

Facilities Extension Agreement

THIS AGREEMENT, made and entered into by and between Evergy, hereinafter called "Company", and CITY OF SMITHVILLE, hereinafter called "Customer".

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Company, for and in consideration by Customer as described below, does hereby covenant and agree to furnish electric facilities, as defined by Company's electric distribution extension policy, to Customer at the location(s) described above:
2. Customer, for and in consideration of the construction work to be done by the Company in order to furnish such service, agrees to make the following considerations prior to Company starting construction: ☐ Yes ☐ N/A

a) Non-Refundable Construction Charge (Contribution) @ \$ 106,459.64

b) Potentially Refundable Construction Charge (Advance) @ \$0.00

Method of Payment for Contribution and Advance: Check

3. The Non-Refundable Construction Charge is based upon construction estimates. Where the Charge is considered highly uncertain, a comparison of estimated to actual costs will be made at extension completion, at Company's discretion, if noted here: ☐ Yes ☐ No ☐ N/A
4. Classification of Service by Company: ☒ Permanent ☐ Indeterminate
5. Company's Construction Charges requirements, as calculated for this Extension Agreement, may become void after 120 days, at Company's discretion, after Agreement is presented to Customer, unless Agreement is fully executed before that time, indicated by signature and date below.
6. Customer is responsible for providing special ditching required for soil conditions including, but not limited to the presence of rock or other environmental issues which prevents the use of normal trenching and backfilling practices used in trenchable soil. Customer is responsible for maintaining grade and clearance during Company's construction. Customer is responsible for adhering to all requirements set forth in the Electric Extension Standards.
7. All customer installed conduit and pads must be surveyed by a licensed, certified survey company before the project will be released by EVERGY for construction, if noted here: ☐ Yes ☐ No ☐ N/A
8. All necessary easements granting EVERGY permission to install equipment on private property must be signed, notarized and returned to EVERGY prior to the project being released for construction. Easements are required from the customer or other property owners, if noted here: ☐ Yes ☐ No ☐ N/A

Upon receipt of a fully executed original copy of this Extension Agreement and the applicable considerations for Construction Charges received, Company will finalize the design. EVERGY will schedule construction for the specified property(ies) above once customer required work has received required approvals. IN WITNESS WHEREOF, the parties hereto have affixed their signatures as dated below:

CITY OF SMITHVILLEDAMIEN BOLEY, MAYOR

Customer Name - Printed

Customer Signature

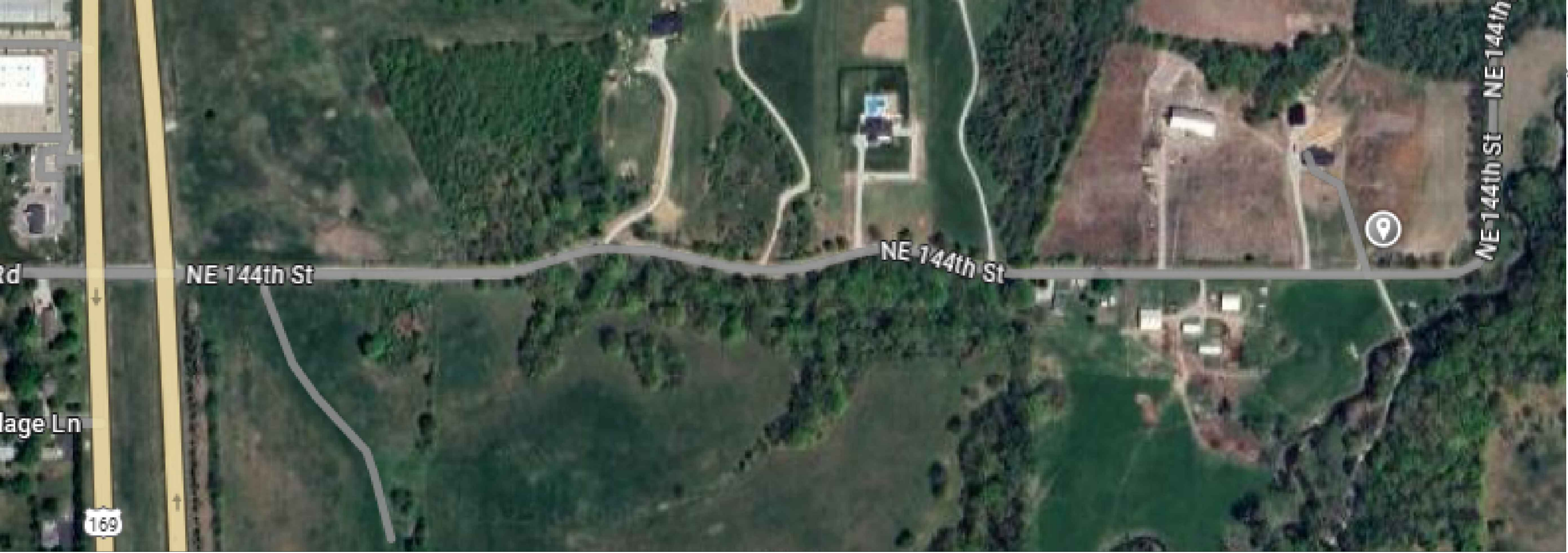
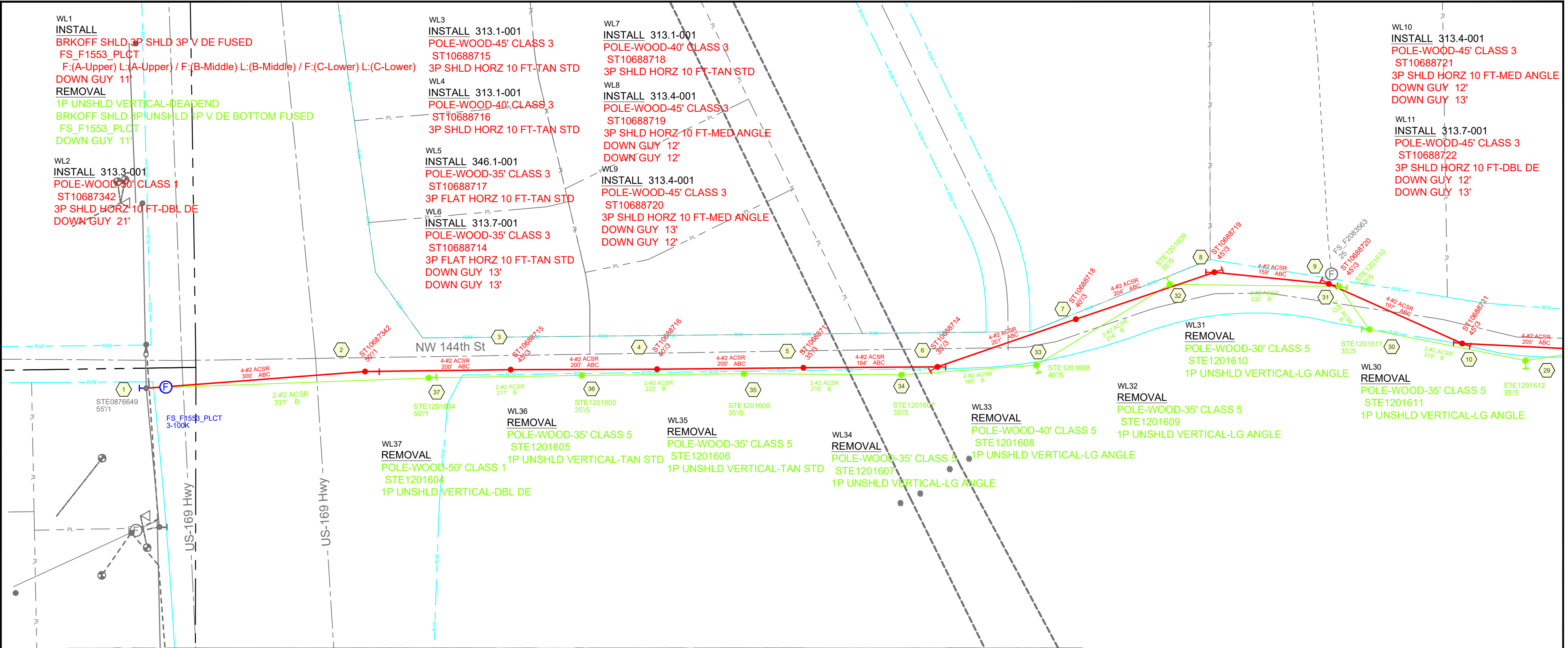
Date of Signature: 4/1/2025JOHN MASSIE

Company Representative - Printed

Company Signature

Date of Signature: 03/04/25**Evergy Accounting Distribution to be Credited (FOR INTERNAL EVERGY USE ONLY):**

WR #	Account	Op Unit	Dept*	Project*	Resource	Description	Amount
M10814627	107000	20109	287	0	3405	Construction Charges - Installation	\$ 69,605.08
M10814627	107000	20109	287	GM-45400	3405	Install Padmount Transformer	\$ -
M10814627	107000	20109	287	GM-45200	3405	Install Polemount Transformer	\$ -
M10814627	108000	20109	287	0	3410	Construction Charges - Removal	\$ 29,198.00
M10814627	XXXXXX	20109	287	0	XXXX	Other	\$ -
M10814627	253112	20109	287	0	3405	Gross Up	\$ 7,656.56
*Fields required for Accounting							\$ 106,459.64



UPSTREAM PROTECTIVE DEVICE BR_0355013022

BUILT AS DESIGNED
CHANGES AS NOTED
LEADMAN _____
SCM _____

DATE _____
DATE _____

REV. DATE BY CHECKED APPROVED



Think Safety!

DWG FILE # M108146270-1

SCALE
0 100



DISCLAIMER AND COPYRIGHT NOTICE
The information contained on this drawing/map is used to locate, identify and/or inventory Evergy Inc. electrical facilities located on parcels of land in the Evergy Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the ONE-CALL system for purposes of digging and excavation. You must call ONE-CALL (811) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig. In no event will Evergy Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Evergy Inc. © Evergy Inc. All rights reserved.

EXISTING -----
INSTALL - - - - -
REMOVE - - - - -
MODIFY - - - - -



Know what's below.
Call before you dig.

CONTACTS

PROJECT DESIGNER: JOHN
PHONE #: (816) 766-3997
CUSTOMER: CITY OF SMITHVILLE
PHONE #: ----

TITLE CITY OF SMITHVILLE
SANITARY SEWER PUMP STATION
ADDRESS 400 NE 144TH ST
CITY SMITHVILLE STATE MO

13.8 KV DATE 2/24/2025

WO# M108146270
CENTER NORTHLAND
CIRCUIT 0355013022
DESIGNED BY JMASSIE

SHEET 1 OF 2



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1458, authorizing the Mayor to sign an agreement with HDR for Smithville Lake support sampling services.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1458, authorizing the Mayor to sign an agreement with HDR for Smithville Lake sampling support services.

SUMMARY:

The City is experiencing taste and odor issues with the drinking water, which is sourced from the Smithville Reservoir. The City is interested in monitoring water quality in Smithville Lake to better characterize the cause of its taste and odor issues.

HDR has developed a scope of services to assist the City with these efforts. The project will consist of taking water samples from the lake. City staff will take the samples. The samples will be sent to PACE Analytical for testing. The results will be reviewed by HDR and recommendations for other testing, sampling and any recommendations for treatment will be made.

Samples will be taken every 2 weeks and the testing costs from PACE are estimated to be approximately \$1,000 per month.

Initially we will be testing for algae, chlorophyll, geosmin alkalinity, suspended solids, and other potential taste and odor causing bacteria. Depending on test results and findings, we will adjust the testing parameters.

The plan is to begin testing in early April and continue through the end of the year.

PREVIOUS ACTION:

None

POLICY ISSUE:

Maintaining infrastructure / providing safe drinking water.

FINANCIAL CONSIDERATIONS:

Funds are available in the 2025 CWWS operating budget for this expense.

ATTACHMENTS:

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

RESOLUTION 1458

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH HDR FOR SMITHVILLE LAKE SAMPLING SUPPORT SERVICES.

WHEREAS, the City's water source comes from Smithville Lake; and

WHEREAS, the City has experienced taste and odor issues with the finished drinking water that is sourced from the Smithville Lake; and

WHEREAS, HDR has provided a scope of services in the amount of \$28,120, to assist the City with sampling and testing the lake water to better characterize the cause of the taste and odor issues and identify solutions to improve the finished water quality.

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

THAT the Mayor is authorized to sign the agreement with HDR for Smithville Lake sampling support services in the amount of \$28,120.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of April, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 1st day of April, 2025, between City of Smithville, Missouri (“OWNER”) a municipality corporation, with principal offices at 107 West Main Street, Smithville, MO 64089, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Smithville Lake Sampling Support (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

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

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Smithville

“OWNER”

BY:

NAME:

Damien Boley

TITLE:

Mayor

ADDRESS:

107 W. Main Street

Smithville, MO 64089

HDR ENGINEERING, INC.

“ENGINEER”

BY:



NAME:

Cory Imhoff

TITLE:

Senior Vice President

ADDRESS:

10450 Holmes Road

Kansas City, MO 64131

EXHIBIT A

SCOPE OF SERVICES

City of Smithville
Smithville Lake Sampling Support
March 2025

The City of Smithville (City) is experiencing taste and odor issues with their drinking water, which is sourced from the Smithville Reservoir. Smithville Lake is currently 303(d) listed as impaired for chlorophyll-a, which suggests that taste and odor issues may be caused by excessive growth of algae due to nutrient overload. The City is interested in monitoring water quality in Smithville Lake to better characterize the cause of its taste and odor issues. HDR proposes to support the City with this effort as outlined below.

Task 1. Identify and Review Existing Water Quality Data (Schedule - April 2025)

- Identify and review existing Smithville Lake water quality data. HDR will review up to five (5) years of prior data.
- Document review findings in a Powerpoint presentation (Deliverable #1).
- Participate in a 1-hour, virtual meeting with the City to discuss results of the review (Meeting #1 [to be combined with Task 2]).

Assumptions

- Existing data review will be limited to those from the Missouri Department of Natural Resources (MDNR) Water Quality Assessment System, the U.S. Geological Survey (USGS), and the U.S. Army Corps of Engineers (USACE).

Task 2. Develop a Lake Sampling Plan (Schedule - April 2025)

- Review existing water quality data to identify potential data gaps with respect to characterizing taste and odor issues in Smithville Lake.
- Document recommended sampling efforts in a sampling plan (Deliverable #2). The sampling plan will include recommended sampling locations, analytical parameters, and sampling frequency. City comments and HDR responses will be documented on internal Quality Control forms.
- Participate in a 1-hour, virtual meeting with the City to discuss recommendations in the sampling plan (Meeting #1 [to be combined with Task 1]).

Task 3. Data Review and Memorandum (Schedule – April 2025 through December 2025)

- Perform monthly reviews of water quality data collected by City under the lake sampling plan. City will provide HDR with laboratory analytical results to support this task.
- Organize laboratory data and provide monthly data summaries via email (April through October).
- Participate in a 1-hour, virtual meeting with the City to discuss preliminary findings after the first two sampling events (Meeting #2).

- Summarize all sampling data collected under the sampling plan within calendar year 2025 in a memorandum (Deliverable #3) that will be provided to the City. City comments and HDR responses will be documented on internal Quality Control forms.
- Participate in a 1-hour, virtual meeting with the City to discuss the results of the memorandum.

Assumptions

- The City will be responsible for sample collection, analysis, and laboratory coordination activities.
- The City will contract directly with an outside laboratory, if necessary.

Task 4. Project Management (Schedule – April 2025 – December 2025)

- Project Management activities including schedule/budget control, invoice management, and Quality Control (QC). Internal QC review of Deliverables will be performed.

Meetings

- Meeting #1: Data review and sampling plan discussion
- Meeting #2: Sampling results review

Deliverables

- Deliverable #1: Powerpoint presentation
- Deliverable #2: Lake sampling plan
- Deliverable #3: Data review memorandum

Schedule

- April 2025 – December 2025

EXHIBIT B

TERMS AND CONDITIONS HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4.

CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5.

CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6.

SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7.

SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising

therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. **CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. **HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both

parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16.

EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17.

ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset

vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in §

558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer);§481.319(6) (landscape architect); and §492.111(4) (geologist).

Project Description: Smithville Lake Sampling Support
Scope and Fee Estimate - 2/26/25

Staff		Carani, David J	Christiansen, John F	Patrick, Derek Austin	Culleeny, Connor John	DeCou, Chekotah Jean	Geha, Logan Brett	Scott, Denise Michelle		
	Staff Name	Carani, D	Christiansen, J	Patrick, D	Culleeny, C	DeCou, C	Geha, L	Scott, D	Total HDR Hours	Total
	Rate Schedule Code	Technical Specialist/Senior Project Manager I	Environmental/Water Quality Scientist/Modeler IV	Engineer/Architect/Designer V	Environmental/Water Quality Scientist/Modeler I	Engineering Support Staff I	Engineering Support Staff I	Engineering Support Staff IV		
	Project Role	PIC and QA/QC	Project Engineer	Project Manager	Env Scientist	Project Cpmtrp;er	Project Assistant	Accounting		
TASKS										
1	Task 1 - Review Existing Data									
1	Identify, compile, and review existing data	1	14						15	\$3,225
2	Develop powerpoint	1	6						7	\$1,545
3	Meeting #1	1	2	2					5	\$1,085
	Subtotal Hours	3	22	2	0	0	0	0	27	
	Total Task 1									\$5,855
B.	Task 2 - Lake Sampling Plan									
1	Develop lake sampling plan	2	14						16	\$3,510
2	Meeting #1	1	2	2					5	\$1,085
	Subtotal Hours	3	16	2	0	0	0	0	21	
	Total Task 2									\$4,595
C.	Task 3 - Data Review and Memorandum									
1	Initial data review	1	12			2			15	\$3,025
2	Organize data and provide monthly data updates (up to 7)		4	2	16				22	\$3,140
3	Meeting #2	1	4	2					7	\$1,505
4	Develop data review memorandum	2	18						20	\$4,350
5	Meeting #3	1	2	2					5	\$1,085
	Subtotal Hours	5	40	6	16	2	0	0	69	
	Total Task 3									\$13,105
D.	Task 4 - Project management									
1	Project management including safety, monthly invoicing, and QA/QC	4		8	4	5		5	26	\$4,565
	Subtotal Hours	4	0	8	4	5	0	5	26	
	Total Task 4									\$4,565
Total Hours		15	78	18	20	7	0	5	143	143
Total Billing Amount		\$4,275	\$16,380	\$3,420	\$2,400	\$770	\$0	\$875		\$28,120

Estimated Project Fee \$28,120



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1459, Award Bid No. 25-07 Janitorial Services

REQUESTED BOARD ACTION:

Approve Resolution 1459, awarding Bid No. 25-07 for janitorial services for City Hall and the Senior Center to Primary Cleaning Services in the amount not to exceed \$32,400 annually.

SUMMARY:

The City's current contract is with City Wide Janitorial for services for City Hall and the Senior Center. They have provided services to the city since 2018. In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) for Janitorial Services for City Hall and the Senior Center was issued on February 26, 2025 with a closing date of March 12, 2025. The scope of services included more services than the RFP in 2021 due to the expansion of programming at the Senior Center, and additional areas in the Police Department.

Three responses were received, and the bid tabulation is outlined below. The current service provider did not submit a proposal.

Company	City Hall Janitorial Services Bid Price	Senior Center Janitorial Services Bid Price
Absolute Janitorial	\$2,999.99	\$1,499.99
Clean Slate Pro Cleaning Service	\$3,000	\$1,000
Primary Cleaning Services	\$1,900	\$800

Staff recommends proceeding with the bid award to Primary Cleaning Services in a monthly amount of \$2,700. The contract term will be for one year, with the option to renew for each of the four subsequent years.

PREVIOUS ACTION:

Resolution 942, contract for services with City Wide was approved by the Board on July 19, 2021.

POLICY ISSUE:

Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) for Janitorial Services

FINANCIAL CONSIDERATIONS:

Janitorial Services included in FY2025 Budget. Due to the expanded services, a budget amendment will be necessary.

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 1459

**A RESOLUTION AWARDING BID NO. 25-07 FOR JANITORIAL
SERVICES FOR CITY HALL AND THE SENIOR CENTER IN THE
AMOUNT NOT TO EXCEED \$32,400 ANNUALLY**

WHEREAS, City Staff has conducted a bid process as outlined in the City Purchasing Policy; and

WHEREAS, after a bid process, staff has made the recommendation for accepting the lowest and best bid received as being the most advantageous to the City.

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

THAT Bid No. 25-07 is hereby awarded to Primary Cleaning Services and the Mayor is hereby authorized to execute an agreement in an amount not to exceed \$32,400 annually.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st of April 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

JANITORIAL SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of April 1, 2025, by and between Primary Cleaning Services, and the City of Smithville, MO.

Primary Cleaning Services agrees to provide cleaning and janitorial services to the City as set forth in **Exhibit 1** (the "Services"). Primary Cleaning Services shall provide services Monday – Friday unless otherwise determined by both parties. **Observed holidays are the following:** Christmas and thanksgiving.

Term

This Agreement shall commence on June 1, 2025 and shall continue until May 31, 2026 with the option to renew for each of the four subsequent years unless earlier terminated as outlined in RFP #27-05.


Compensation

City agrees to compensate Contractor the following amount for the duration of the agreement:

Service Location	Monthly Cost
City Hall	\$1,900
Smithville Senior Center	\$800

Primary Cleaning Services shall submit invoices monthly, and the City shall make payment within thirty (30) days of receipt.

Primary Cleaning Services



Authorized Representative Signature
Diana Rogers

Printed Name
Owner

Title
03/19/25

Date

City of Smithville, MO

Authorized Representative Signature
Damien Boley

Printed Name
Mayor

Title
April 1, 2025

Date



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Administration/Finance

AGENDA ITEM: Resolution 1460, Agreement with Midwest Municipal Services LLC

REQUESTED BOARD ACTION:

A motion to approve Resolution 1460, awarding Bid No. 25-08 for Debt Collection Services for the City and authorizing and directing the Mayor to enter into an agreement with Midwest Municipal Services LLC.

SUMMARY:

The debt collector for the City of Smithville works to recover unpaid utility bills. The City's debt collector receives payment from the client, retains a percentage (contingency rate), and remits the remaining to the City the following month.

In February 2025, a Request for Proposals was distributed for Debt Services. The City received two responses. The City's current provider did not submit a proposal. The current contract with I.C. System Inc. expires May 31, 2025.

The Finance Department staff reviewed both proposals.

When evaluating the proposals, the Finance Department evaluated the following areas:

- Proposer qualifications, experience, and demonstrated ability.
- References from previous clients.
- Thoroughness and quality of the proposal.
- Contingency Fee for collections.

When evaluating interviews, the review committee considered the best proposal for the City based on contingency fee, recovery expectations, portal features and industry experience.

Midwest Municipal Services LLC has proposed a straightforward contingency rate of 22%, ensuring simple invoicing, in contrast to the other proposal, which features a sliding contingency rate

Staff recommends awarding the bid to Midwest Municipal Services LLC.

A comparison of two proposals follows:

Midwest Municipal Services LLC	Bull City Financial Solutions
Contingency fee: 22%	Contingency fee: 25% - 40% sliding scale
Recovery expectation: 34%	Recovery expectation: 18% - 24%
Interactive online portal: YES	Interactive online portal: YES
Client focus: Municipalities	Client focus: Municipalities, Public Sector
Regulatory Compliant: YES	Regulatory Compliant: YES

Midwest Municipal Services LLC brings the required experience and knowledge to deliver exceptional debt collection services. With a proven track record of success in

navigating the complexities of debt recovery, ensuring efficient, professional, and legally compliant solutions tailored to meet the unique needs of municipalities. Discussions with existing clients state Midwest Municipal Services LLC is results-driven services and maintain positive client relationships throughout the process.

The proposed agreement is for a three-year contract with an option of three additional one-year periods, for a potential total of 6 years. The initial contract timeframe is June 1, 2025, through May 31, 2028.

PREVIOUS ACTION:

The previous contract was with I.C. Systems, Inc. with an initial contract period of June 4, 2019, through May 31, 2022. A second three-year term was opted, ending May 31, 2025. I.C. Systems, Inc. did not submit a bid.

POLICY ISSUE:

Customer Service and Debt Collection

FINANCIAL CONSIDERATIONS:

There is no financial impact to the FY2025 budget. The contract with Midwest Municipal Services LLC is contingent based on the results of the City's debt collections. If approved, there is no cost to the City, only a percentage of what is collected on the City's behalf.

ATTACHMENTS:

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

RESOLUTION 1460

**A RESOLUTION AWARDING BID NO. 25-08 FOR DEBT COLLECTION
SERVICES FOR THE CITY AND AUTHORIZING AND DIRECTING
THE MAYOR TO ENTER INTO AN AGREEMENT WITH
MIDWEST MUNICIPAL SERVICES LLC**

WHEREAS, City Staff has conducted a bid process as outlined in the City Purchasing Policy; and

WHEREAS, after a bid process, staff has made the recommendation for accepting the best bid received as being the most advantageous to the City.

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

THAT Bid No. 25-08 is hereby awarded to Midwest Municipal Services LLC and the Mayor is hereby authorized to execute an agreement with a set contingency fee of 22%.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st of April 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Midwest Municipal Services LLC

PO Box 493 Camby, IN 46113

Phone 866-372-1024

DEBT COLLECTION SERVICES AGREEMENT

THIS DEBT COLLECTION SERVICES AGREEMENT (the "Agreement ") is entered into effective as of June 1, 2025, by and between Midwest Municipal Services LLC, an Indiana LLC ("MMS"), and the City of Smithville MO., ("Client") hereinafter sometimes collectively referred to as the "Parties" and is made concerning the following facts:

NOW, THEREFORE, in consideration of the recitals, covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Fees for Services Rendered:** MMS will receive twenty-two percent (22%) of any amount recovered from any claim.
 - a. **Payment of Collected Debt:** For all funds collected by MMS in satisfaction of the debt, MMS will pay out all funds received less the fees as defined herein on the fifteenth day of every month for all collections received one (1) month prior. A monthly itemized statement will be provided.
 - b. **Uncollectable Debt:** MMS will not continue its collection efforts under this Agreement if MMS considers a debt uncollectable. At that point, MMS will notify the Client in writing that the debt is uncollectable and cease all collection efforts. Only MMS can determine if a debt is uncollectable. A debt may be uncollectible when the debtor is a) bankrupt; b) deceased with no ability to collect from the debtor's estate of an individual; c) unable to be located after numerous attempts at skip tracing or asset searches have failed; or d) the debtor is a company or other entity other than an individual and is dissolved, revoked, or inactive.
2. **Debt Validation:** MMS will receive fees for services rendered for any debt that the client cannot validate.
3. **Term of Agreement:** This agreement is for thirty-six (36) months with the option to renew for three additional 1-year terms.
4. **Ethics and Compliance:** MMS shall comply with the federal Fair Debt Collection Practices Act, guidelines issued by the Federal Trade Commission, and any legal written instructions provided by the Client. MMS shall possess all licenses, qualifications, and other approvals necessary in any jurisdiction where the Client performs activities.
5. **No Guarantees:** MMS makes no representations or warranties about the likelihood of success in collecting the debt. MMS shall not be liable for the ability or inability to collect any debt placed by Client for collection by MMS. It is expressly understood and agreed that MMS is not the guarantor of any specific result concerning collecting the debt.
6. **Client Warranties:** Client expressly represents and warrants: Client warrants the validity, amount, and authenticity of each debt owed directly to Client. Client agrees to satisfactorily provide documentary validation of the authenticity of the debt to MMS upon request; that the debt is presently and validly owed by the debtor to Client; and the amount stated in supporting documentation provided by Client to MMS is the current amount that is owed (inclusive of any interest) to Client or will have provided such written verification within twenty-four (24) hours of Client's execution of this Agreement. Client understands that until such verification is provided, MMS will not process or commence any work under this Agreement.
 - a. Client has not committed any breach of any agreements between debtor and Client
 - b. Client represents and warrants that it has the right and authority to enter and fully perform its obligations under this Agreement and all collateral agreements to be entered into by it in furtherance of the provisions hereof, without the need for any additional authorizations, consents or approvals.
 - c. Client expressly represents and warrants that it has complied with and shall continue to comply with any federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and directives which directly or indirectly regulate or affect this Agreement or any activities in connection with this Agreement (collectively "Laws").

7. **Indemnification:** To the extent provided by law, Client shall defend, indemnify and hold harmless MMS, and its and their officers, directors, agents, employees, contractors and representatives from and against all demands, claims, counterclaims or suits brought by debtor, damages, losses, taxes, suits, judgments, liabilities and expenses, of whatever nature, including, but not limited to court costs and reasonable attorney's fees, arising in any way out of or resulting from (a) the incurring of the debt and/or any component thereof due to acts and/or omissions by Client, (b) a breach of any of Client's representations, warranties or covenants set forth in this Agreement (whether by Client, or others engaged or authorized by Client in connection with the debt), (c) any other acts or omissions of Client, or others engaged or authorized by Client in connection with the debt; and (e) any separate agreements that MMS entered into on behalf of Client for purpose of collecting the debt, including any attorney's fees and costs incurred in connection with any alleged breach of such agreement and eventual payments owing pursuant to said Agreement. Client shall give MMS notice in writing as soon as practicable of the commencement or threatened commencement of any claim against MMS in which indemnification will or could be sought under this Agreement.
8. **Notice:** All writings under this Agreement must be mailed to MMS at P.O. Box 493, Camby, IN 46113.
9. **Disputes:** In case of any dispute between MMS and Client arising out of this Agreement or subsequent agreement entered in connection with the debt, Client agrees to waive its rights to file a lawsuit and will seek to informally resolve this suit through mediation before submitting to binding arbitration with a mutually agreeable arbitrator. Mediation and arbitration must occur within Clay County, Missouri.
10. **Execution of Instruments:** The Parties agree that each will execute and deliver to the other, upon request, any document or legal instrument necessary to carry out the provisions of this Agreement.
11. **Attorney Fees:** If any party to this Agreement institutes a legal or equitable action, including but not limited to arbitration, against any other party hereto arising out of this Agreement, then, as between such parties, each party shall be responsible for their own attorney's fees and other expenses in connection with such action or proceeding.
12. **Amendments/Modifications:** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both Client and MMS.
13. **Setoff:** Without limiting any of MMS' other rights and remedies under this Agreement, or in law or equity, Client agrees that MMS shall have the right to set-off any amounts which otherwise may be payable by MMS to Client against any amounts which Client may owe to MMS arising under this Agreement or otherwise.
14. **Exclusivity of Agreement:** MMS is the sole entity that may undertake collection efforts during the term of this Agreement. The Parties acknowledge and agree that neither of them has made any representation concerning the subject matter of this Agreement or any representations inducing the execution and delivery of this agreement, except such representations as are expressly outlined in this Agreement, and each of the Parties acknowledges that they have relied on their judgment in entering into the Agreement. This Agreement shall bind the parties, representatives, successors, and assigns.
15. **Assignment:** Neither this Agreement nor any duties, obligations, benefits, or services under it may be assigned by Client without the prior written consent of MMS. MMS has the express right to assign its rights and obligations under this Agreement as it deems necessary in the ordinary course of business.
16. **Law and Venue:** This Agreement and all matters or issues collateral to it shall be governed by the laws of the State of Indiana applicable to contracts made and performed within the State of Missouri without regard to its conflicts of law rules. Each party consents to the exclusive jurisdiction of the state and federal courts in Clay County, State of Missouri.
17. **Electronic Signatures:** Signatures transmitted electronically shall be as valid as an original signature and binding upon the individual whose signature is contained thereon.
18. **Counterparts:** This Agreement may be executed in counterparts, and all counterparts so executed shall constitute one Agreement binding on all the Parties. Faxed or scanned and emailed signatures on this Agreement shall be deemed original manually signed executions of this Agreement.

IN WITNESS of which, MMS and CLIENT have executed this Agreement and agree to the terms and conditions contained herein.

City of Smithville MO

By: _____
Name: Damien Boley
Title: Mayor
Date: April 1, 2025

Midwest Municipal Services

By: _____
Name: Christy Thomas
Title: Managing Partner
Date: _____



Board of Aldermen Request for Action

MEETING DATE: 4/1/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1461, Approving Amendment No. 1 to Authorization No. 99 with HDR for engineering services for the Water Treatment Plant Improvements project.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1461, approving Amendment No. 1 to Authorization No. 99 with HDR for engineering services for the Water Treatment Plant Improvements.

SUMMARY:

The City approved Authorization No. 99 with HDR for engineering services for the water treatment plant improvement project April 3, 2023.

The bid for RFP 24-01, water treatment plant improvement project was awarded to Ross Construction on March 5, 2024.

The Water Treatment plant was constructed at the Helvey Drive location in 1968, with a plant capacity of 0.5 MGD. The plant was expanded in 1993 adding three filters and increasing the capacity to what we have today of 2.5 MGD.

This is a rehabilitation and improvement project. Equipment and material deliveries have extended the project timeline.

The amendment includes engineering services for additional construction management services to review contractor submittals, pay applications and site visits that have been necessary.

The work at the plant includes:

1. Replacement of existing pneumatic valve actuators with electric valve actuators within the filter pipe gallery.
2. Replacement of influent mud valves for Filters No. 1 and No. 4.
3. Removal and replacement of existing filter media within Filter No. 1 through 5.
4. Replacement of Filter No. 3 underdrain.
5. Demolition of the bubbler system and installation of new level switch at the Transfer Pump Wet Well.
6. Replacement of turbidimeter taps within the Filter Gallery.
7. Replacement of the existing Lime and Powder Activated Carbon (PAC) chemical feed

equipment and dust collection systems.

8. Relocation of select pipe supports and replace of select U-Bolts associated with the Submerged Launder Pipe for Secondary Clarifier No. 2.
9. Replacement of doors at the PAC and Chlorine dioxide rooms.
10. Associated Demolition, Structural, Architectural, and Electrical.
11. Replacement of valves within filter pipe gallery.
12. Preparation and re-coating of all exposed process piping, valves, fittings, and nuts and bolts in filter pipe gallery and transfer pump rooms.

Start up for the new carbon and lime feeder systems is planned for March 27th.
Filter media replacement is expected to take place in the spring and early summer.

PREVIOUS ACTION:

The City approved Authorization No. 99 with HDR for engineering services for the water treatment plant improvement project April 3, 2023.

The bid for RFP 24-01, water treatment plant improvement project was awarded to Ross Construction on March 5, 2024.

POLICY ISSUE:

Maintaining infrastructure / providing safe drinking water.

FINANCIAL CONSIDERATIONS:

Funds are available in the 2025 CWWS operating budget for this expense.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Amendment 1 | |

RESOLUTION 1461

A RESOLUTION APPROVING AMENDMENT NO. 1 TO AUTHORIZATION NO. 99 WITH HDR FOR ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT IMPROVEMENTS

WHEREAS, the City approved Authorization No. 99 with HDR for engineering services for the water treatment plant improvement project April 3, 2023; and

WHEREAS, the bid for RFP 24-01, water treatment plant improvement project was awarded to Ross Construction on March 5, 2024; and

WHEREAS, HDR has provided Amendment No. 1 to Authorization No. 99 for additional construction phase services necessary for the completion of the project in an amount of \$36,240.

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

THAT Amendment No. 1 to Authorization No. 99 for additional construction phase services with HDR in an amount of \$36,240 is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of April, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



**City of Smithville, Missouri
Water Treatment Plant
Residuals Removal, Berm Repair, and Plant Improvements 2023
Amendment 1 - Scope of Services
March 2025**

OVERVIEW

This amendment modifies the agreement dated March 2023, made between the City of Smithville and HDR Inc. for the Water Treatment Plant Residual Removal, Berm Repair, and Plant Improvements Project. This scope of work is being modified to extend Project Management and WTP Improvements Construction Phase Services through July of 2025 as further detailed below.

Task 1 – Additional Project Management

1. Project Management activities including schedule/budget control, invoice management, and Quality Control.
 - a. This is an extension from the originally scoped overall 16-month duration (May 2023 - August 2024) through the new anticipated scheduled construction completion date of July 2025.

Task 7 – Additional Construction Services – WTP Improvements

1. Review up to twenty-seven (27) additional Contactor submittals.
2. Answer and/or issue up to four (4) additional RFIs, Field Orders, or Work Change Directives.
3. Review up to two (2) additional Contractor's Application for Payment and provide recommendation for payment to City.
4. Perform up to two (2) additional site visits at key milestones during the Project.
 - a. PM, Process Engineer, Electrical, Structural, and Process EIT will attend the two (2) milestone visits.

SCHEDULE - WTP Improvements

Task 7: WTP Improvements - Construction Services:

- Original Schedule - January 2024 through August 2024
- Schedule Extension – Through July 2025

DELIVERABLES - WTP Improvements

Monthly Invoicing and Project Management
Review Documents for Contractor Submittals



City of Smithville, MO
WTP Improvement and Residuals Removal and Berm Repair
Scope and Fee Estimate - January 2025

Staff		Saffels, Ryan D	Patrick, Derek Austin	Bachynska, Yelyzaveta	Wiseman, David L	McCann, Victoria Ann (Tori)	Boyd, Thomas K III	Steel, John	Scott, Denise Michelle	DeCou, Chekotch Jean	Wager, Tycen Mitchell		
	Staff Name	Saffels, R	Patrick, D	Bachynska, Y	Wiseman, D	McCann, V	Boyd, T	Steel, J	Scott, D	DeCou, C	Wager, T	Total HDR Hours	Total
	Rate Schedule Code	Principal Project Manager/Senior Technical Specialist II	Engineer/Architect/Designer V	Engineer/Architect/Designer II	Specialist/Senior Project Manager III	Engineer/Architect/Designer III	Engineer/Architect/Designer VI	Engineer/Architect/Designer II	Engineering Support Staff IV	Engineering Support Staff I	Engineer/Architect/Designer I		
	Project Role												
TASKS													
1	Task 1 - Additional Project Management Services												
1	Additional five (5) Months, through July of 2025, for Project Management including Monthly Invoicing and QC	5	10						5	5	5	30	\$5,850
	Subtotal Hours	5	10	0	0	0	0	0	5	5	5	30	
	Total Task 1												\$5,850
G.	Task 7 - Additional Construction Services - WTP Improvements												
1	Review up to thirty (30) additional Contractor Submittals		30			30	30					90	\$16,650
2	Address up to four (4) additional RFIs, Issue Field Orders, or Work Change Directives	8	8			4	4					24	\$5,980
3	Review two (2) additional Contractor's application for payment		2	2								4	\$660
4	Additional Engineer site visits at key project milestones (2 total)	8	8	8		4	4					32	\$7,100
	Subtotal Hours	16	48	10	0	38	38	0	0	0	0	150	
	Total Task 7												\$30,390
Total Hours		21	58	10	0	38	38	0	5	5	5	180	180

\$36,240