



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
February 15, 2022

7:00 pm – City Hall Council Chambers and Via Videoconference

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

For Public Comment via Zoom, please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting to be sent the meeting Zoom link.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Proclamation – Public Schools Week**
4. **Consent Agenda**

Join Zoom Meeting
<https://us02web.zoom.us/j/87583569813>
Meeting ID: 875 8356 9813
Passcode: **391469**

- **Minutes**
 - January 18, 2022, Board of Alderman Work Session Minutes
 - January 18, 2022, Board of Alderman Regular Session Minutes
- **Finance Report**
 - Financial Report for December 2021
- **Resolution 1018, Street Name Change – Eagle Ridge Subdivision**

A Resolution approving changing the name of the short north-south portion of Carriage Street that is adjacent to Lots 31-38 to Ridge Drive.
- **Resolution 1019, Acknowledging Emergency Purchase**

A Resolution acknowledging the emergency purchase with Mid-America Pump in the amount of \$8,683.57 to replace the pump and motor in lift station #2 at Cedar Lakes.
- **Resolution 1020, Change Order No. 1 for Smith's Fork Campground Electrical**

A Resolution approving a change order for the Smith's Fork Campground Electrical Upgrade bid with Mr. Electric.
- **Resolution 1021, Clay County Local Emergency Operations Plan (LEOP)**

A Resolution adopting the Clay County Local Emergency Operations Plan.
- **Resolution 1022, Farmer's Market MOU for the 2022 Season**

A Resolution authorizing the Mayor to enter a Memorandum of Understanding (MOU) with the Lion's Club for the 2022 Farmers and Makers Market.
- **Resolution 1023, Main Street District MOU - 2022 Gravel Grinder Bike Race**

A Resolution authorizing the Mayor to enter a Memorandum of Understanding (MOU) with the Main Street District for Gravel Grinder Bike Race.
- **Resolution 1024, Letter of Support, Main Street District Grant Application**

A Resolution authorizing the Mayor to sign a letter of support for the Smithville Main Street District grant application for a Marketing Heritage and Cultural Tourism in Rural Missouri grant.

- **Resolution 1025, Change Order No. 1 Repair Motive Pump**
A Resolution approving the change order for the repair of a motive pump in the amount of \$3,501.72 with Mid-America Pump.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Economic Development Committee
Finance Committee
Parks and Recreation Committee

6. City Administrator's Report

ORDINANCES & RESOLUTIONS

- 7. Bill No. 2930-22, Initial Zoning, Lot 24, Lakeside Crossing – 2nd Reading**
An Ordinance approving the initial zoning of Lot 24, Lakeside Crossing, 15705 North Wabash Street. 2nd reading by title only.
- 8. Bill No. 2931-22, Revenue Study for MarketPlace TIF Issuance – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance awarding RFP #22-10, Smithville Commons Development Revenue Study to PGAV Planners, LLC. 1st and 2nd reading by title only.
- 9. Bill No. 2932-22, FY22 Budget Amendment No. 2 - 1st Reading**
An Ordinance amending the FY22 operating budget to add \$547,205 to the expenditure budget and \$813,000 to the revenue budget. 1st reading by title only.
- 10. Bill No. 2933-22, Awarding Bid No. 22-06, Sale of City Land – 1st Reading**
An Ordinance authorizing the Mayor to execute a land sale contract with Kansas City Properties and Investments, LLC. 1st reading by title only.
- 11. Resolution 1026, Authorization No. 96, Bridge Street Streetscape North**
A Resolution authorizing and directing the Mayor to execute Authorization No. 96 with HDR Engineering, Inc. for design and construction services for Streetscape Phase III – Bridge Street.
- 12. Resolution 1027, Award Bid No. 22-01, Camp Host**
A Resolution awarding Bid No. 22-01, Camp Host to Kendra Kristler in an annual amount of \$14,700.

OTHER MATTERS BEFORE THE BOARD

- 13. 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.
- 14. Discussion of Utility Billing**
- 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**





PROCLAMATION

Public Schools Week

WHEREAS, the City of Smithville, the Smithville School District and the Smithville community are united in our efforts to provide ALL children regardless of their zip code with the highest quality educational opportunities and recognizes what is best for our kids; and

WHEREAS, Public Schools Week is a time to celebrate our public schools, honor those who work in our public schools and promote the principle that public education is a pillar of our democracy and vital for our future; and

WHEREAS, in the face of the unprecedented challenges of the past two years, we have seen our public schools step up to provide safe environments for all students and educators, and to meet their needs inside and outside of the classroom; and

WHEREAS, over the course of the COVID-19 pandemic when physical access to school buildings has been limited, our public schools and educators have gone above and beyond, just as they always do, to ensure that all students have access to nutritious food, learning devices, internet access and the tools they need to be successful, all of which are crucial to their ability to learn and grow; and

WHEREAS, Public Schools Weeks brings together school leaders, educators, school board members, and parents to create safe, equitable and engaging schools for our students' futures.

THEREFORE, BE IT RESOLVED that the City of Smithville asks that the Smithville community come together to support Public Schools Week by honoring and celebrating the success and achievements of students and educators in the Smithville School District.

NOW, THEREFORE, I, Damien Boley do hereby recognize February 21 through February 25, 2022 as the City of Smithville Public Schools Week, and I call this observance to the attention of all of our citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of February 2022 in the City of Smithville, Missouri.



Damien Boley, Mayor
City of Smithville, Missouri



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

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:

- January 4, 2022 Board of Alderman Work Session Minutes
- January 4, 2022 Board of Alderman Regular Session Minutes
- Financial Report for December 2021
- Resolution 1018, Street Name Change – Eagle Ridge Subdivision
- Resolution 1019, Acknowledging Emergency Purchase
- Resolution 1020, Change Order No. 1 for Smith's Fork Campground Electrical
- Resolution 1021, Clay County Local Emergency Operations Plan (LEOP)
- Resolution 1022, Farmer's Market MOU for the 2022 Season
- Resolution 1023, Main Street District MOU – 2022 Gravel Grinder Bike Race
- Resolution 1024, Letter of Support, Main Street District Grant Application
- Resolution 1025, Change Order No. 1, Repair Motive Pump

SUMMARY:

Voting to approve would approve the Board of Alderman minutes, finance report and Resolutions.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

SMITHVILLE BOARD OF ALDERMAN

WORK SESSION

January 18, 2022, 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 via Zoom meeting: Kelly Kobylski, John Chevalier, Dan Ulledahl, Marv Atkins and Rand Smith. Dan Hartman was present via Zoom.

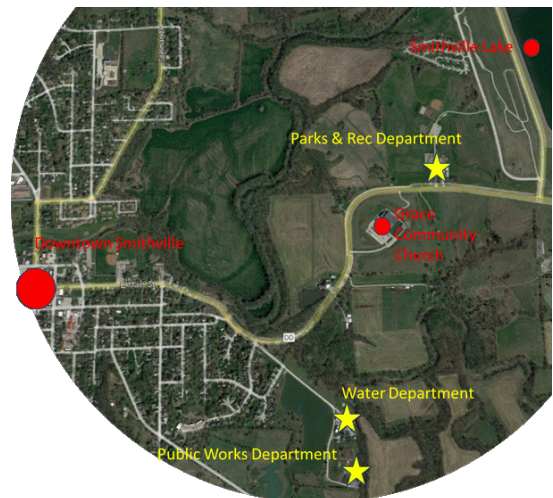
Staff present: Anna Mitchell, Chief Jason Lockridge, Chuck Soules, Matt Denton and Linda Drummond. Cynthia Wagner, Stephen Larson and Jack Hendrix were present via Zoom.

2. Discussion of Parks/Public Works Facility Design – Bartlett and West

Chuck Soules, Public Works Director, provided a brief explanation of why this facility is needed.

Existing Facility Locations

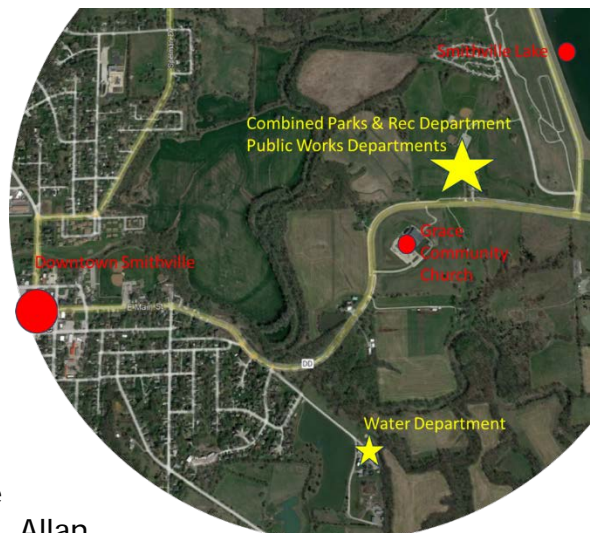
- Water Department
- Public Works Department
- Parks and Recreation Department



Proposed Facility Locations

- Water Department
- Public Works Department
- Parks and Recreation Department

Chuck noted that the site chosen for the combined Parks/Public Works facility location is the existing site of the Parks Department at Smith's Fork Park on the Army Corp of Engineers land.



Chuck explained that a selection committee consisting of Alderman Atkins, Matt Denton, Allan Jensen, and Chuck Soules reviewed the submittals and interviewed four firms. In July, the Board approved a contract with the team of Bartlett and West and

WSKF. Staff had several meetings with engineers and architects from Bartlett and West and WSKF, they visited our facilities and also took staff to a couple of facilities that have operations similar to ours. They looked at the other facilities different ideas, efficiencies and sites. They also met with our operational staff in both departments to find out what their thoughts on what our needs were. Staff looked at the facility, site layouts, concepts, access and yard operations.

Why Is This Needed

- Water plant reconstruction 2023/24 will require street division to relocate
- Inadequate staff facilities
 - Lack of break areas
 - No areas for meetings or training
 - Deficient sanitary facilities
- Need additional salt storage
- Improved efficiency of staff & facilities
 - Shared equipment resources
 - Shared administrative staff resources
- Longevity of equipment
- Parks & Rec Master Plan implementation
 - Public / coaches / team meetings
 - Additional services (ie bikes and kayak rentals)
 - Park and trail development

Chuck explained that the water plant needs to expand its capacity in the next couple of years as part of the Water Master Plan and CIP, to accommodate the growing community and to update the water treatment process. For this growth to happen the Street Department needs to relocate. At this time, we do not have enough storage for our sand, salt and sand/salt mixes for our winter operations. Chuck noted that we also have a lot of expensive equipment that we now have stored outside where weather conditions create additional maintenance and reduces the longevity of the equipment's life.

Chuck noted that at the current location we have two facilities with the street manager's office is not located at one and the operational staff at the other. The facility for the operational staff does not have sanitation facilities and the ones provided include a small area with a single restroom and a locker room. The facility does not have a shower. The break area is the same area as houses the maintenance equipment. There is no location in the facility for staff training.

Chuck noted that for a community the size of Smithville the facility that is being proposed to support the services desired by our residents for street maintenance and for the development of the Parks Master Plan is desperately needed.

Matt Denton, Parks and Recreation Director, explained that the City completed the Parks and Recreation Master Plan in July of 2021 to help grow our parks over the next ten years. As outlined in the Parks and Recreation Master Plan, Smith's Fork is a major component of the community oasis. To implement these enhancements to our parks, the department will require additional staff for programs and services, equipment to maintain the grounds and a larger workspace to maintain the equipment. Matt explained that in 2017, a second

office and break room were constructed in the existing Parks and Recreation maintenance building. The second office is now filled and there is no more room for additional growth. Per the Parks and Recreation Master Plan, two more staff members will need to be added and also the need for appropriate workspaces. The proposed facility would meet the needs presented in the Parks and Recreation Master Plan and greatly improve our recreational services to the community. The new facility will not only enhance the entrance to Smith's Fork Park but also offer a location that allows staff handle park reservations, currently only offered online, and also the sports equipment rentals that are now done at City Hall due to the inability of public access at the Parks and Recreation building now.

Smith's Fork Park Master Plan



Darron Ammann, Bartlett and West Engineers and Dalyn Novak, WSKF Architects presented the design for the Parks/Public Works facility.

Process

- Site Visits / Documentation
- Programming Analysis
- Schematic Design
- Phasing Consideration
- Cost Estimating

Darron Ammann expanded on the process for the project. Their team of architects, engineers civil and structural came to Smithville to meet with staff and tour the facilities. They had multiple meetings with staff helped them to understand some of our needs and get a better understanding what equipment we have, what the offices look like and what we want them to look like in the future. All of those different things were taken into account when they started to think about what facility can the City of Smithville put together, not only the needs to be met today but also the vision for the long-term future.

With basically an understanding of what is out there today the existing facilities help them put together a program to understand what we need and then taking it to a schematic design. Future steps would be design, development and

construction. The design is when they would get the bids so you could construct the facility. What they have today is the schematic design phase.

Proposed Building

- 7,350 SF Office Space
- 12,800 SF Vehicle Storage
- Pre-Engineered Metal Building



Dalyn Novak explained the schematic design that is designed not only for today but 20 to 30 years in the future. Through the process it was decided that the building should be combined facility to be used by department and not to have two duplicate facilities. In this floorplan there is lobby/administration section, a meeting area and the vehicle storage area.

The plan is for pre-engineered metal buildings. The top side of drawing is the vehicle storage designed to store both Parks and Recreation and Public Work's equipment that needs to be stored in the building. Dalyn explained that they got list of all the equipment from Public Works and Parks and Recreation to know what should be stored inside, what can be stored outside and what needs to be stored outside under cover. That is how they came up with the 12,800 square feet size of that vehicle storage building.

In the office portion of the building, the red colored area right in the center is where you come into the facility with a vestibule and the lobby space. There is a receptionist area to greet the public. There is a conference room and a meeting room off to the left of that main entry and those two rooms can be combined into one space to provide for larger meetings. There is also an outdoor space to the far-right side that can be used for community meetings, coach's meetings, trainings and staff break area.

The area in blue is offices for both Public Works in Parks And Recreation. This is designed as one space they will be sharing between both departments with support staff in the center and the leadership people are along the outside space.

The yellow spaces are support spaces for mechanical spaces, water, electrical rooms, janitor's closet, etc. The green spaces are the locker rooms and restrooms for the staff.

Isometric Views



Dalyn gave an overview of their envision of the building design. There are two pre-engineered metal buildings put together both with single slope roofs, the taller building is for the vehicle storage. There are polycarbonate panels which lets in daylight for the health and wellness of the employees. In the design for the front of the building they show using the standard pre-engineered metal building panels and also some horizontal green accent panels which would be provided by a different company. The brown that you see there could be a nichiha panel which is a fiber cement board panel that would be made to look like wood, but there are also other design options, this would give the main entry an accent along with the building signage.

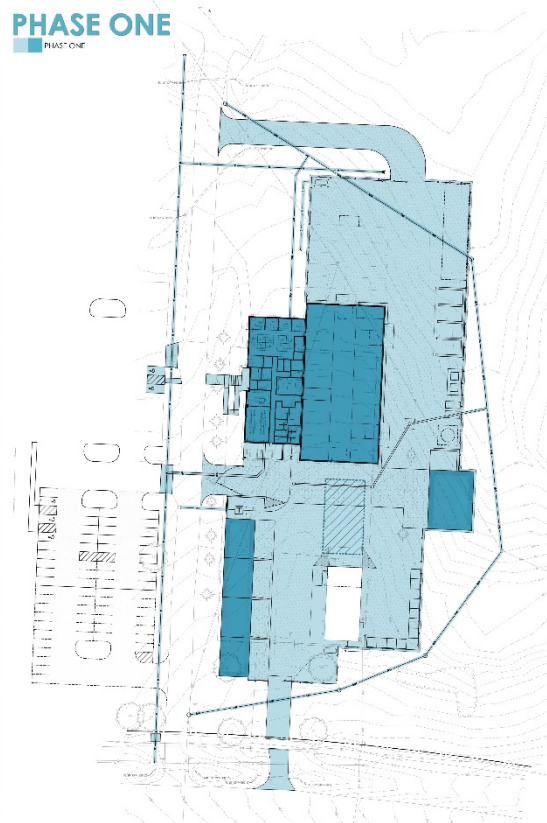
The design shows an overhead door for the vehicle storage building. Dalyn explained that there is a decent amount of grade change between that existing Road and where the present building is now that they would make the grading work for the site.

Darron noted that the next slides would show how the building could be done in phases and how the cost breaks down for each phase.

Phase One

- New Combined Facility
- New Covered Parking Structure
- New Salt Storage Structure
- All site work for new main facility location
- Demolish Existing Parks & Rec Storage Structure
- Constr. Estimate: \$7,432,230
- Design Fees: \$430,000*

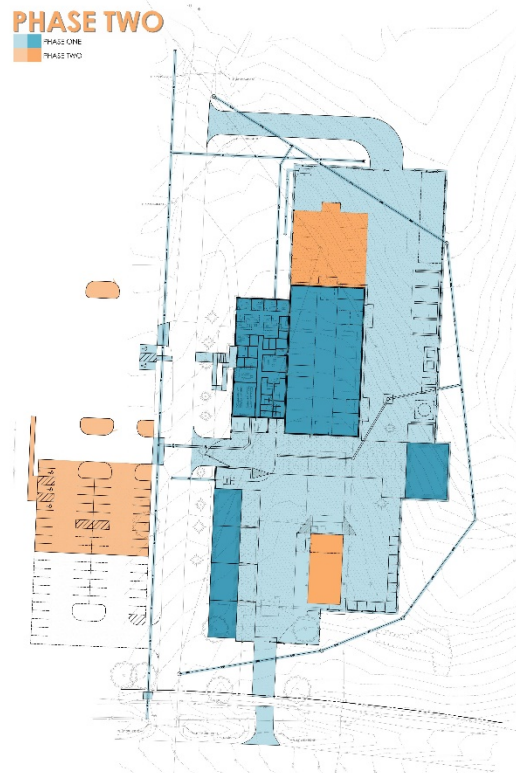
* All fees listed throughout the PowerPoint presentation are to be finalized in detail and exclude Construction Administration costs, which will be handled Hourly Plus Expenses



Phase Two

- Add Covered Parking to Main Building
- Renovate Existing Parks & Rec Office & Shop
- Add (north half) additional parking lot west of new facility
- Add islands to existing west parking lot
- Constr. Estimate: \$1,572,733
- Design Fees: \$150,000*

Darron explained that renovating the existing Parks and Recreation building could add a wash bay.



Phase Three

- New Spreader Racks
- New Salt Brine Tank
- Paving upgrades for remaining site areas that were gravel
- Add (south half) additional parking lot west of new facility
- Construction Estimate: 1,044,505
- Design Fees: \$19,000*



Dalyn explained that the cost estimate is based on the schematic design and there are a lot of unknowns for the final details. She also noted that the contingency for the project is figured at twenty percent. Once the project is bid, that is generally reduced to five percent.

Estimated Construction Costs

1/5/2022

Smithville Public Works/Parks Rec Estimate of Probable Cost

Bartlett West
WSKF Architects

OVERALL PRELIMINARY COST ESTIMATE

PHASE ONE, estimated for 2023									
Buildings	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ 3,515,027	\$ 140,685	\$ 219,343	\$ 46,501	\$ 784,311	\$ 282,352	\$ 4,988,218	\$	247.31	
Site	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ 1,731,826	\$ 69,315	\$ 108,068	\$ 22,911	\$ 386,424	\$ 139,113	\$ 2,457,656	\$	121.85	
Total	\$ 5,246,853	\$ 210,000	\$ 327,411	\$ 69,411	\$ 1,170,735	\$ 421,465	\$ 7,445,875	\$ 369.16	
ADMINISTRATION (MAIN BUILDING)			\$ 1,722,354	\$ 333.00					
INDOOR VEHICLE STORAGE (MAIN BUILDING)			\$ 1,468,076	\$ 163.43					
COVERED OUTDOOR PARKING BUILDING			\$ 310,290	\$ 92.11					
PHASE TWO, estimated for 2024									
Buildings	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ 873,938	\$ 84,926	\$ 57,532	\$ 12,197	\$ 205,719	\$ 157,004	\$ 1,391,316	\$	187.38	
Site	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ 113,955	\$ 11,074	\$ 7,502	\$ 1,590	\$ 26,824	\$ 20,472	\$ 181,417	\$	24.43	
Total	\$ 987,893	\$ 96,000	\$ 65,034	\$ 13,787	\$ 232,543	\$ 177,477	\$ 1,572,733	\$ 211.82	
COVERED OUTDOOR PARKING (MAIN BLDG)			\$ 500,434	\$ 165.98					
EXISTING PARKS & REC BUILDING RENO			\$ 373,504	\$ 226.52					
PHASE THREE, estimated for 2025									
Buildings	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	
Site	Overhead	Fee	P&P Bond	Contingency	Escalation	Subtotal	\$/SF		
\$ 628,820	\$ 48,000	\$ 40,609	\$ 8,609	\$ 145,208	\$ 173,259	\$ 1,044,505	\$	-	
Total	\$ 628,820	\$ 48,000	\$ 40,609	\$ 8,609	\$ 145,208	\$ 173,259	\$ 1,044,505	\$ -	

OVERALL TOTAL: \$ 10,063,113 *

* Alternates noted within this document are not included in the Overall Preliminary Cost Estimate

Phased Alternate Construction Costs

1/5/2022

Smithville Public Works/Parks Rec Estimate of Probable Cost

WSKF Architects, Inc.

DESIGN ALTERNATES

Div	Item/Material	Unit Cost	No. of Units	Item Total	Comments	Subtotal
PHASE ONE, estimated for 2023						
PH-1 ALTERNATE 1 VEHICLE EXHAUST SYSTEM						
General Scope	\$	9	12,800 area	\$ 120,000	exhaust fan, vehicle connections, etc.	
PH-1 ALTERNATE 1 TOTAL \$						120,000
PH-1 ALTERNATE 2 SPREADER RACKS						
General Scope	\$	9,540	11 ea	\$ 104,940	11 spreader racks	
Footings, Spread	\$	600	46 cy	\$ 30,060	4'x4'x3' ea.	
PH-1 ALTERNATE 2 TOTAL \$						135,000
PH-1 ALTERNATE 3 SOUTH ENTRY DRIVE						
10" Asphalt	\$	60	102 sy	\$ 6,120		
6" Rock Base	\$	30	102 sy	\$ 3,060		
PH-1 ALTERNATE 3 TOTAL \$						9,180
PH-1 ALTERNATE 4 SANITARY SEWER EXTENSION						
8" Sanitary Main	\$	250	102 lf	\$ 25,500		
4' Manhole	\$	2,500	1 ea	\$ 2,500		
PH-1 ALTERNATE 4 TOTAL \$						28,000
PHASE TWO, estimated for 2024						
PH-2 ALTERNATE 1 ADD COOLING TO SERVICE BUILDING						
General Scope	\$	8	2,625 SF	\$ 21,000		
PH 2 - ALTERNATE 1 TOTAL \$						21,000
PH-2 ALTERNATE 2 WELDING HOOD						
General Scope	\$	25,000	1 unit	\$ 25,000	exhaust fan, ductwork, etc.	
PH-2 - ALTERNATE 2 TOTAL \$						25,000
PHASE THREE, estimated for 2025						
PH-3 ALTERNATE 1 CONCRETE IN LIEU OF ASPHALT FOR YARD AREA						
8" Concrete, Non-Reinforced	\$	75	8176 SY	\$ 613,200		
10" Asphalt (58,126 SF)	\$	60	8176 SY	\$ 490,560	(subtract asphalt for difference)	
PH 3 - ALTERNATE 1 TOTAL \$						122,640

ALTERNATE SCOPE – STREET REBUILD

Would rebuild entrance road with curb & gutter, etc.

Design Fees: \$45,000*



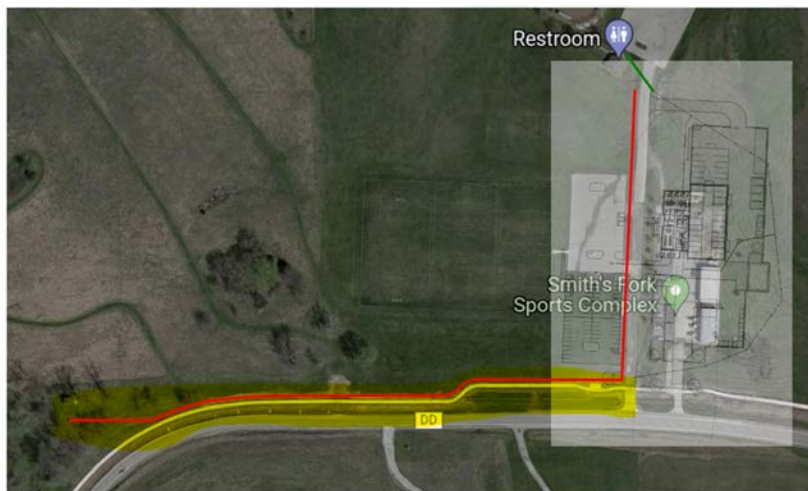
Add-Street Construction Costs

ADDITIONAL SCOPE OF WORK									
STREET REBUILD - ASPHALT REPLACEMENT									
2' Curb & Gutter	\$	25	1,520	LF	\$	38,000	Type CG-1		
10" Asphalt	\$	60	2,111	CY	\$	126,660			
6" Rock Base	\$	30	2,111	CY	\$	63,330			
10' Wide 5" Concrete Rec Path	\$	65	844	CY	\$	54,860			
Street Lighting	\$	10,000	2	EA	\$	20,000	2 poles		
Erosion Control	\$	10,000	1	LSUM	\$	10,000			
Storm Sewer, 18" RCP	\$	100	760	LSUM	\$	76,000			
Storm Sewer Curb Inlets	\$	7,500	4	EA	\$	30,000			
						STREET REBUILD - ASPHALT TOTAL \$ 418,850			
STREET REBUILD - CONCRETE REPLACEMENT									
2' Curb & Gutter (Type CG-1)	\$	25	1,520	LF	\$	38,000			
8" Concrete, Non-Reinforced	\$	75	2,111	CY	\$	158,325			
6" Rock Base	\$	30	2,111	CY	\$	63,330			
10' Wide Concrete Rec Path (5")	\$	65	844	CY	\$	54,860			
Street Lighting	\$	10,000	2	EA	\$	20,000	2 poles		
Erosion Control	\$	10,000	1	LSUM	\$	10,000			
Storm Sewer, 18" RCP	\$	100	760	LSUM	\$	76,000			
Storm Sewer Curb Inlets	\$	7,500	4	EA	\$	30,000			
						STREET REBUILD - CONCRETE TOTAL \$ 450,515			

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Alternate Scope - Watermain

- Design and construct roughly 1,200 linear feet of new water main from existing city connection to bring thru site and to existing restroom location
- Additional Survey Work & Design Fee: \$27,750*
- Construction Cost: \$84,000



Chuck noted that you can see from all the different schematics, they did not just look at what could be done for the facility they also looked at how it could be more of a benefit for the community with the improvements to Smith's Fork Park. The potential of a new road, a ten-foot trail sidewalk to tie the restrooms into the Main Street Trail, an eight-inch water that would provide water for an irrigation system for all of the sports fields and a potential concession stand and the meeting room would be for public use team meetings.

Chuck added that they also looked at future use of the facility adding a salt brine area for use in pre-treating for snow on city streets.

Chuck noted that the real estate division of the Army Corp of Engineers have reviewed the designs for the project and do not see any issues with the

proposed facility. They are also working on the development of a modification to our lease agreement to allow the development.

Chuck explained the timeline for this project will take six to nine month for design then back to the Board for approval. The Army Corp of Engineers will take approximately ten months for the revised lease agreement, and we still have to obtain the easements from the Corp for the new waterlines.

Alderman Hartman asked with the 20% contingency and the escalation clause of six to eight percent each year if that was a reasonable or conservative estimate? He said that he feels we should get started on this project. He noted that if we are requiring developers to do street improvements, curbs, gutters, water and sewer lines, then we should set an example and do the same.

Dalyn addressed the contingencies and escalations. She said the contingency is something they do no matter what the project is and no matter what the climate is. It is just what they do in terms of schematic design. It does down to 15% in design and development, it does down to 10% during construction documents and by the end of construction documents is where it hits the five percent mark which is where they leave all of the project. The escalation portion is just their professional opinion, but it is anyone's guess as to what this market is going to do. There is no way to know what materials are going to be hard to when they are ready to start construction. Dalyn noted that they are constantly looking at what the current market is doing. They are current working on a project that they purposely chose a structural system they knew they could get the material on a timely basis instead of material that you cannot find right now. She explained that they try to do their best to make the money goes as far it can. She noted that they could raise the escalation rate from six percent if the Board would like but six percent is a good rate with six percent for every year going forward. Dalyn also noted that if we were to space the phases out, we would have to add additional escalation costs.

Alderman Smith asked if we had the \$7,400,000 for the first phase in the budget or where would the money come from?

Mayor Boley explained that we would have to look into finance options for a project like this.

Alderman Smith asked what those of finance options might be?

Mayor Boley explained that we would have to look at what the bond options would look like.

Cynthia explained that one of the things that occurs as we put the budget together is look at what the revenue projections look like, what those needs are to help us with capital project funding over time. Working through the budgeting process, we put together the list of needs and look at the revenue sources for those needs. Cynthia noted that in May there will be a Board Retreat where we

will be looking at priorities and needs are for the next several years and what the different funding possibilities would be.

Mayor Boley explained that the typical timeline for the budget process starts with the retreat in May and the initial budget discussion in July and August and the Board adopts the budget in October before the fiscal year begins November 1.

Cynthia added that staff begins working on budget items such as this project by putting together needs that we have for the coming year and also the next several years from a capital improvement standpoint and monitoring revenues. Staff also provides a quarterly update to the governing body on those revenues.

Mayor Boley noted that he appreciated they took into consideration our Parks and Recreation Master Plan for the meeting room space, parking and the water line extension and sewer improvements. He said that there is a lot in that Master Plan around expanded concession facilities, restrooms, baseball fields, soccer fields that will all take water and sewer.

Ronald Russell, 205 Lakeview Drive, asked if there were any plans at the facility for any type of fueling or light maintenance of company vehicles and also will the drainage off that facility go directly to the lake?

Dalyn explained that service would mostly be handled in the existing Parks and Recreation facility which would be renovated in phase two which would provide a better service bay and a wash bay. She noted that service is currently be done in that facility.

Chuck explained that there are currently fueling tank at the facility that will remain. He said that we do have stormwater detention which is being directed into the catch basin for any salt run-off. There has been discussion about a bioswale to be able to treat anything before it runs off the site.

Chuck noted that the goal is to make the facility blend in with the location and for it not to be an industrial type building. He said that they hope to hide the maintenance part of the building with landscaping and berms.

Darron added that these concerns are taking into account when they do the design.

Chuck reminded everyone that all of this will have to be approved by the Army Corp of Engineers and that nothing would be approved if it is environmentally unfriendly.

Mayor Boley noted that our current facility is next to our reservoir, and it was built in the 1970's when the building standards were not what they currently are.

Chris Palmer, 4325 Lowman Road, said that all his children play competitive ball and all he is seeing in the design is infrastructure for the city and asked what will be done with the fields? He asked how this would help the city long term in the way of bringing in revenue? He asked if we would be looking at bringing in competitive tournaments with this upgrade?

Mayor Boley explained that we had approximately 1,000 people participate in the Parks and Recreation Master Planning process for the next ten years and Smith's Fork has been identified as the place for that type of facility. He noted that the plan is to convert the two existing baseball fields to a clover leaf with concession stand and scoreboard to give us the opportunity to host the tournaments. Mayor Boley asked Matt to provide Mr. Palmer a copy of the Parks and Recreation Master Plan.

Matt added that in a meeting with Cynthia and Stephen Larson, Finance Director last week they discussed funding for the Parks and Recreation Master Plan would be in a separate fund. The funding would come from the Parks and Stormwater Sales Tax fund and hopefully in the next few years we will be able to have a significant amount of funds to start getting the improvements started.

Alderman Ulledahl said he would like to see a restroom closer to the main entrance.

Mayor Boley noted that there would be a public restroom in the new facility.

Alderman Hartman recommended that we move forward with the engineering design of the facility.

The Board were all in agreement.

Chuck thanked the street crew for their work on removing the snow over the weekend.

Mayor Boley thanked the parks crew also for their work removing the snow.

3. Adjourn

Alderman Ulledahl moved to adjourn. Alderman Smith seconded the motion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:51p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

January 18, 2022 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:02 p.m.

A quorum of the Board was present: John Chevalier, Marv Atkins, Dan Ulledahl, Kelly Kobylski and Rand Smith. Dan Hartman was present via Zoom.

Staff present: Anna Mitchell, Chief Jason Lockridge, Chuck Soules, Matt Denton and Linda Drummond. Cynthia Wagner, Stephan Larson and Jack Hendrix were present via Zoom.

2. Pledge of Allegiance led by Chuck Soules

3. Proclamation – School Choice Week

The proclamation will be published on FaceBook and Nextdoor.

4. Consent Agenda

- **Minutes**

- January 4, 2022, Board of Alderman Special Session Minutes
- January 4, 2022, Board of Alderman Work Session Minutes
- January 4, 2022, Board of Alderman Regular Session Minutes

- **Finance Report**

- Financial Report for November 2021

- **Resolution 1014, Authorize DNR Grant Application**

A Resolution acknowledging Board of Aldermen support for a Recreational Trails Program (RTP) Grant application through the Missouri Department of Natural Resources.

- **Resolution 1015, Leak Adjustment**

A Resolution approving a leak adjustment for of \$702.36 for residential utility billing customer, Jamie Summers for her November and December 2021 utility bills.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Alderman Chevalier reported on the January 11, 2022, Planning and Zoning Commission meeting. Presently for 2022, one residential building permit and one commercial building permit have been issued.

They also discussed and approved the initial zoning for the last property annexed in Lakeside Crossing that is on the agenda for this evening.

6. City Administrator's Report

Cynthia noted last week the Clay County Commissioners approved our request for the Clay County American Rescue Plan Act funds totaling \$805,000 for the raw water pump station project at Smith's Fork Campground. She thanked Chuck Soules, Public Works Director for his efforts in securing this funding.

Staff is continuing to review utility billing issues and concerns. We are in the process of reaching out to other cities to see what their procedures are. Staff plans to bring information to the Board for discussion at the February 15 Board of Alderman meeting.

Cynthia noted that Surveying And Mapping (SAM), LLC will begin to survey and map the City's utility systems locating utility features with global positioning system (GPS) equipment. They will be locating our sewer, water, and stormwater infrastructure as part of the GIS project.

Information was sent out today concerning the January 27 MML West Gate meeting. The meeting has been postponed to March 24. Cynthia asked that those who wish to attend please RSVP to Linda Drummond, City Clerk.

Cynthia noted that the Army Corp of Engineers has reached out to the City's attorney, John Reddoch concerning the City's request to annex Smith's Fork Campground. They are moving forward with that request, and we should know more in the near future.

ORDINANCES AND RESOLUTIONS

7. Bill No. 2929-22, Funding Agreement Related to Bond Issuance for MarketPlace TIF - Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Readings

Alderman Ulledahl moved to approve Bill No. 2929-22, authorizing and directing the Mayor to execute a funding agreement for legal services with Development Associates Smithville, LLC related to the bond issuance for the MarketPlace TIF. 1st reading by title only. Alderman Kobylski seconded the motion.

No discussion.

Alderman Hartman – Aye, Alderman Kobylski – Aye, Alderman Chevalier – Aye, Alderman Ulledahl – Aye, Alderman Smith - Aye, Alderman Atkins – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2929-22 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2929-22, authorizing and directing the Mayor to execute a funding agreement for legal services with Development Associates Smithville, LLC related to the bond issuance for the MarketPlace TIF. 2nd reading by title only. Alderman Kobylski seconded the motion.

No discussion.

Alderman Ulledahl – Aye, Alderman Atkins – Aye, Alderman Hartman – Aye,
Alderman Chevalier – Aye, Alderman Kobylski – Aye, Alderman Smith - Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2929-22 approved.

8. Bill No. 2930-22, Initial Zoning, Lot 24, Lakeside Crossing – 1st Reading

Alderman Kobylski moved to approve Bill No. 2930-22, approving the initial zoning of Lot 24, Lakeside Crossing, 15705 North Wabash Street. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Alderman Chevalier – Aye, Alderman Hartman– Aye, Alderman Atkins – Aye,
Alderman Smith – Aye, Alderman Ulledahl – Aye, Alderman Kobylski– Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2930-22 approved first reading.

9. Resolution 1016, Engineering Authorization No. 95, Wastewater Plant Floating Aerator

Alderman Ulledahl moved to approve Resolution 1016, approving Authorization No. 95 with HDR Engineering, Inc. for engineering services for a sludge basin floating aerator/decanting system. Alderman Kobylski seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1016 approved.

10. Resolution 1017, Adopting the Employee Classification and Compensation Plan

Alderman Chevalier moved to approve Resolution 1017, adopting the Classification and Compensation Study and 2022 Employee Compensation Plan. Alderman Ulledahl seconded the motion.

Mayor Boley thanked everyone for the work on this and getting City employees up to a proper pay scale.

Cynthia thanked the Board for their support of employees demonstrated by moving this forward. This will also help with recruitment.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1017 approved.

OTHER MATTERS BEFORE THE BOARD

11. Public Comment

None

12. New Business from the Floor

None

Mayor Boley thanked the Streets and Parks Department for their efforts in removing the snow this past weekend.

13. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:12 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

FY22 BUDGET - FINANCIAL UPDATE

12/31/21

REVENUES, BY FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
GENERAL FUND	5,421,730.13	4,918,619.60	610,296.38	4,918,619.60	12.41%
CAPITAL PROJECTS FUND	296,689.10	137,000.00	51,229.34	137,000.00	37.39%
CAPITAL IMPROVEMENT SALES TAX FUND	659,009.18	627,555.00	106,590.23	627,555.00	16.99%
DEBT SERVICE FUND	342,190.00	351,550.00	-	351,550.00	0.00%
TRANSPORTATION SALES TAX FUND	587,177.01	569,160.00	92,412.42	569,160.00	16.24%
COMBINED WATER/WASTEWATER SYSTEMS FUND	4,955,280.72	5,119,399.80	839,706.79	5,119,399.80	16.40%
SANITATION FUND	872,880.09	849,530.00	141,483.64	849,530.00	16.65%
SPECIAL ALLOCATION FUND	677,916.94	570,000.00	106,495.17	570,000.00	18.68%
PARK & STORMWATER SALES TAX FUND	614,189.73	627,555.00	117,550.64	627,555.00	18.73%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	91,972.00	284,000.00	175,000.00	284,000.00	61.62%
CARES FUND	-	-	-	-	
AMERICAN RESCUE PLAN ACT FUND	1,089,137.62	1,089,161.00	-	1,089,161.00	
	15,608,172.52	15,143,530.40	2,240,764.61	15,143,530.40	14.80%

EXPENDITURES, BY FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
GENERAL FUND	5,259,004.24	5,766,850.00	940,707.59	5,766,850.00	16.31%
CAPITAL PROJECTS FUND	1,536,744.43	127,000.00	127,000.00	127,000.00	100.00%
CAPITAL IMPROVEMENT SALES TAX FUND	752,250.00	575,550.00	-	575,550.00	0.00%
DEBT SERVICE FUND	329,855.00	339,213.00	-	339,213.00	0.00%
TRANSPORTATION SALES TAX FUND	893,832.42	782,630.00	180,772.98	782,630.00	23.10%
COMBINED WATER/WASTEWATER SYSTEMS FUND	3,957,145.75	6,485,415.00	523,237.52	6,485,415.00	8.07%
SANITATION FUND	865,323.97	836,450.00	130,172.87	836,450.00	15.56%
SPECIAL ALLOCATION FUND	2,294.95	1,166,888.00	-	1,166,888.00	0.00%
PARK & STORMWATER SALES TAX FUND	176,872.09	485,000.00	201.00	485,000.00	0.04%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	66,296.04	175,749.00	16,815.41	175,749.00	9.57%
CARES FUND	348,970.23	-	-	-	
AMERICAN RESUCUE PLAN ACT FUND	-	2,178,300.00	-	2,178,300.00	
	14,188,589.12	18,919,045.00	1,918,907.37	18,919,045.00	10.14%

GENERAL FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	934,865.26	935,099.00	38,545.38	935,099.00	4.12%
SALES AND USE TAXES	1,933,487.01	1,882,351.00	312,579.04	1,882,351.00	16.61%
FRANCHISE TAXES	698,064.78	648,090.00	74,896.36	648,090.00	11.56%
OTHER TAXES	329,257.40	325,752.00	48,017.78	325,752.00	14.74%
LICENSES, FEES, AND PERMITS	446,474.04	414,507.60	94,919.48	414,507.60	22.90%
INTERGOVERNMENTAL REVENUES	42,444.26	49,280.00	400.00	49,280.00	0.81%
CHARGES FOR SERVICES	363,337.18	251,390.00	4,873.07	251,390.00	1.94%
FINES AND FORFEITS	138,949.00	111,500.00	20,341.00	111,500.00	18.24%
INTEREST	50,320.66	46,800.00	4,626.75	46,800.00	9.89%
DONATIONS	100.00	4,750.00	-	4,750.00	0.00%
OTHER REVENUE	33,667.24	760.00	11,097.52	760.00	1460.20%
DEBT ISSUED	241,583.30	3,000.00	-	3,000.00	
TRANSFERS IN	209,180.00	245,340.00	-	245,340.00	0.00%
	5,421,730.13	4,918,619.60	610,296.38	4,918,619.60	12.41%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	963,627.72	616,270.00	110,448.64	616,270.00	17.92%
STREET	857,425.06	1,413,720.00	289,875.89	1,413,720.00	20.50%
POLICE	1,953,680.94	2,073,760.00	314,299.26	2,073,760.00	15.16%
DEVELOPMENT	429,726.22	463,550.00	66,855.28	463,550.00	14.42%
FINANCE	320,012.10	388,280.00	54,776.12	388,280.00	14.11%
COURT	-	-	-	-	
PARKS & REC	678,785.48	723,330.00	90,559.67	723,330.00	12.52%
SENIOR CENTER	19,120.98	25,120.00	2,477.82	25,120.00	9.86%
ELECTED OFFICIALS	32,125.28	53,720.00	10,745.03	53,720.00	20.00%
ANIMAL SHELTER	4,500.46	9,100.00	669.88	9,100.00	7.36%
EMERGENCY	-	-	-	-	
	5,259,004.24	5,766,850.00	940,707.59	5,766,850.00	16.31%

ADMINISTRATION

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	299,917.92	279,330.00	43,065.84	279,330.00	15.42%
PART-TIME WAGES	40,157.89	30,000.00	4,222.35	30,000.00	14.07%
OVERTIME WAGES	17.70	-	-	-	
FICA EXPENSE	25,279.34	23,670.00	3,547.42	23,670.00	14.99%
EMPLOYEE BENEFITS	24,691.13	18,780.00	2,856.90	18,780.00	15.21%
WORKER'S COMPENSATION	509.55	550.00	-	550.00	0.00%
RETIREMENT EXPENSE	26,903.94	27,230.00	3,789.76	27,230.00	13.92%
UNEMPLOYMENT BENEFITS	-	-	-	-	
Personnel	417,477.47	379,560.00	57,482.27	379,560.00	15.14%
REPAIRS & MAINTENANCE - BLDG	7,412.95	3,060.00	727.12	3,060.00	23.76%
REPAIRS & MAINTENANCE - EQUIP	7,484.68	7,560.00	588.65	7,560.00	7.79%
REPAIRS & MAINTENANCE - VHCLES	-	-	-	-	
REPAIRS & MAINTENANCE - SFTWRE	19,721.74	13,660.00	681.40	13,660.00	4.99%
ELECTRICITY	1,319.93	2,040.00	127.81	2,040.00	6.27%
TELEPHONE/INTERNET	4,819.85	2,800.00	2,472.17	2,800.00	88.29%
MOBILE COMMUNICATIONS	2,191.36	2,000.00	393.46	2,000.00	19.67%
CAPITAL EXPENDITURES - EQUIP	23,565.95	-	-	-	
capital expenditures - hrdware	-	-	-	-	
TOOLS & SUPPLIES	948.79	390.00	198.29	390.00	50.84%
FUEL	-	-	-	-	
city events	-	-	-	-	
Operation and Maintenance	67,465.25	31,510.00	5,188.90	31,510.00	16.47%
PROFESSIONAL SERVICES	99,484.44	70,220.00	10,521.85	70,220.00	14.98%
Contractual Services	99,484.44	70,220.00	10,521.85	70,220.00	14.98%
INSURANCE EXPENSE	4,593.80	5,840.00	-	5,840.00	0.00%
Insurance	4,593.80	5,840.00	-	5,840.00	0.00%
TRAINING & TRAVEL EXPENSE	9,599.92	7,560.00	356.95	7,560.00	4.72%
OFFICE SUPPLIES	8,700.14	4,800.00	1,234.69	4,800.00	25.72%
POSTAGE	2,250.00	3,000.00	201.42	3,000.00	6.71%
ADVERTISING	558.60	500.00	24.00	500.00	4.80%
MEMBERSHIPS & SUBSCRIPTIONS	7,767.41	8,280.00	275.00	8,280.00	3.32%
Office and Administrative	28,876.07	24,140.00	2,092.06	24,140.00	8.67%
CAPITAL IMPROVEMENT PROJECTS	342,490.72	105,000.00	33,741.18	105,000.00	32.13%
Capital Improvement Projects	342,490.72	105,000.00	33,741.18	105,000.00	32.13%
MISCELLANEOUS EXPENSE	3,239.97	-	1,422.38	-	142238.00%
Other Expenses	3,239.97	-	1,422.38	-	142238.00%
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	963,627.72	616,270.00	110,448.64	616,270.00	17.92%

PUBLIC WORKS (STREET)

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	419,882.56	432,180.00	65,555.93	432,180.00	15.17%
PART-TIME WAGES	20,675.20	20,550.00	3,097.60	20,550.00	15.07%
OVERTIME WAGES	4,531.56	8,000.00	1,197.43	8,000.00	14.97%
FICA EXPENSE	30,898.98	35,250.00	4,886.37	35,250.00	13.86%
EMPLOYEE BENEFITS	53,358.64	64,910.00	10,819.59	64,910.00	16.67%
WORKER'S COMPENSATION	23,009.04	30,930.00	-	30,930.00	0.00%
RETIREMENT EXPENSE	38,380.75	38,740.00	5,874.36	38,740.00	15.16%
UNIFORM EXPENSE	1,607.76	3,000.00	465.95	3,000.00	15.53%
Personnel	592,344.49	633,560.00	91,897.23	633,560.00	14.50%
REPAIRS & MAINTENANCE - BLDG	694.80	780.00	38.66	780.00	4.96%
REPAIRS & MAINTENANCE - EQUIP	464.32	1,240.00	951.71	1,240.00	76.75%
REPAIRS & MAINTENANCE - VEHICL	827.44	1,500.00	701.08	1,500.00	46.74%
REPAIRS & MAINTENANCE - SFWRE	3,299.32	111,570.00	441.99	111,570.00	0.40%
ELECTRICITY	84,682.62	94,290.00	13,744.15	94,290.00	14.58%
PROPANE	4,050.00	7,950.00	297.50	7,950.00	3.74%
TELEPHONE/INTERNET	6,064.94	6,450.00	110.72	6,450.00	1.72%
MOBILE COMMUNICATIONS	3,484.17	2,930.00	559.12	2,930.00	19.08%
CAPITAL EXPENDITURES - EQUIP	-	5,000.00	-	5,000.00	0.00%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
TOOLS & SUPPLIES	532.70	1,500.00	110.18	1,500.00	7.35%
FUEL	-	-	-	-	-
Operation and Maintenance	104,100.31	233,210.00	16,955.11	233,210.00	7.27%
PROFESSIONAL SERVICES	89,607.93	365,480.00	25,093.07	365,480.00	6.87%
DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
Contractual Services	89,607.93	366,480.00	25,093.07	366,480.00	6.85%
INSURANCE EXPENSE	18,789.11	19,170.00	-	19,170.00	0.00%
Insurance	18,789.11	19,170.00	-	19,170.00	0.00%
TRAINING & TRAVEL EXPENSE	1,036.28	3,000.00	-	3,000.00	0.00%
OFFICE SUPPLIES	1,810.69	2,500.00	150.48	2,500.00	6.02%
MEMBERSHIPS & SUBSCRIPTIONS	921.25	800.00	780.00	800.00	97.50%
Office and Administrative	3,768.22	6,300.00	930.48	6,300.00	14.77%
CAPITAL IMPROVEMENT PROJECTS	8,815.00	-	-	-	-
Capital Improvement Projects	8,815.00	-	-	-	-
MISCELLANEOUS	-	-	-	-	-
Other Expenses	-	-	-	-	-
Debt - Principal	-	-	-	-	-
Debt - Interest	-	-	-	-	-
TRANSFERS OUT	40,000.00	155,000.00	155,000.00	155,000.00	100.00%
Transfers Out	40,000.00	155,000.00	155,000.00	155,000.00	100.00%
TOTAL GENERAL FUND	857,425.06	1,413,720.00	289,875.89	1,413,720.00	20.50%

POLICE

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	980,844.45	1,089,870.00	152,095.92	1,089,870.00	13.96%
PART-TIME WAGES	15,253.16	19,300.00	2,346.64	19,300.00	12.16%
OVERTIME WAGES	73,238.31	42,000.00	18,921.24	42,000.00	45.05%
FICA EXPENSE	76,440.37	84,860.00	12,665.24	84,860.00	14.92%
EMPLOYEE BENEFITS	142,562.70	207,570.00	21,422.56	207,570.00	10.32%
WORKER'S COMPENSATION	36,846.31	47,180.00	-	47,180.00	0.00%
RETIREMENT EXPENSE	93,410.07	103,010.00	14,678.64	103,010.00	14.25%
UNIFORM EXPENSE	18,563.44	23,020.00	4,473.08	23,020.00	19.43%
Personnel	1,437,158.81	1,616,810.00	226,603.32	1,616,810.00	14.02%
REPAIRS & MAINT - BLDG	11,515.51	7,350.00	1,093.19	7,350.00	14.87%
REPAIRS & MAINTENANCE - EQUIP	8,862.09	6,620.00	265.71	6,620.00	4.01%
REPAIRS & MAINT - VEHICLES	31,805.78	18,970.00	3,718.62	18,970.00	19.60%
REPAIRS & MAINT - SOFTWARE	24,844.62	33,250.00	2,402.70	33,250.00	7.23%
ELECTRICITY	5,865.60	7,130.00	1,148.48	7,130.00	16.11%
TELEPHONE/INTERNET	7,724.70	8,440.00	1,233.69	8,440.00	14.62%
MOBILE COMMUNICATIONS	8,312.34	9,390.00	1,198.16	9,390.00	12.76%
CAPITAL EXPENDITURES - EQUIP	110,287.07	74,600.00	5,340.04	74,600.00	7.16%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
CAPITAL EXPENDITURES - SFTWARE	73,263.48	19,000.00	18,315.87	19,000.00	96.40%
TOOLS & SUPPLIES	13,069.53	16,970.00	738.57	16,970.00	4.35%
FUEL	29,199.75	35,750.00	5,692.55	35,750.00	15.92%
ANIMAL CONTROL	-	500.00	-	500.00	0.00%
animal shelter	-	-	-	-	-
Operation and Maintenance	324,750.47	237,970.00	41,147.58	237,970.00	17.29%
PROFESSIONAL SERVICES	38,618.30	40,240.00	16,842.64	40,240.00	41.86%
DISPATCHING	67,927.20	72,560.00	11,799.66	72,560.00	16.26%
CONFINEMENT	936.00	6,000.00	351.00	6,000.00	5.85%
INSURANCE DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
Contractual Services	107,481.50	119,800.00	28,993.30	119,800.00	24.20%
INSURANCE EXPENSE	49,269.40	53,300.00	-	53,300.00	0.00%
Insurance	49,269.40	53,300.00	-	53,300.00	0.00%
TRAINING & TRAVEL EXPENSE	21,680.41	27,000.00	15,437.13	27,000.00	57.17%
OFFICE SUPPLIES EXPENSE	3,268.32	2,000.00	533.60	2,000.00	26.68%
POSTAGE	864.55	1,000.00	-	1,000.00	0.00%
ADVERTISING	108.51	250.00	-	250.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	9,098.97	15,630.00	1,103.71	15,630.00	7.06%
Office and Administrative	35,020.76	45,880.00	17,074.44	45,880.00	37.22%
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	-
Capital Improvement Projects	-	-	-	-	-
MISCELLANEOUS EXPENSE	-	-	480.62	-	48062.00%
Other Expenses	-	-	480.62	-	48062.00%
Debt - Principal	-	-	-	-	-
Debt - Interest	-	-	-	-	-
Transfers Out	-	-	-	-	-
TOTAL GENERAL FUND	1,953,680.94	2,073,760.00	314,299.26	2,073,760.00	15.16%

DEVELOPMENT					12/31/2021
GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	267,737.01	283,500.00	43,456.53	283,500.00	15.33%
OVERTIME WAGES	759.71	500.00	66.29	500.00	13.26%
FICA EXPENSE	19,399.23	21,730.00	3,166.98	21,730.00	14.57%
EMPLOYEE BENEFITS	26,344.66	29,200.00	4,859.52	29,200.00	16.64%
WORKER'S COMPENSATION	7,356.52	9,770.00	-	9,770.00	0.00%
RETIREMENT EXPENSE	24,354.58	25,000.00	3,830.02	25,000.00	15.32%
UNIFORM EXPENSE	914.20	1,800.00	-	1,800.00	0.00%
Personnel	346,865.91	371,500.00	55,379.34	371,500.00	14.91%
REPAIRS & MAINTENANCE - BLDG	1,231.17	1,230.00	212.62	1,230.00	17.29%
REPAIRS & MAINTENANCE - EQUIP	1,212.57	1,240.00	132.87	1,240.00	10.72%
REPAIRS & MAINT - VEHICLES	1,078.50	1,390.00	691.56	1,390.00	49.75%
REPAIRS & MAINT - SFTWRE/MAPS	14,070.24	21,210.00	3,335.75	21,210.00	15.73%
ELECTRICITY	964.40	1,400.00	127.81	1,400.00	9.13%
TELEPHONE/INTERNET	2,335.50	2,030.00	382.88	2,030.00	18.86%
MOBILE COMMUNICATIONS	2,221.35	2,200.00	304.56	2,200.00	13.84%
CAPITAL EXPENDITURES - EQUIP	1,683.30	6,000.00	359.62	6,000.00	5.99%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
TOOLS & SUPPLIES	706.70	1,020.00	27.55	1,020.00	2.70%
FUEL	3,415.26	5,500.00	657.71	5,500.00	11.96%
Operation and Maintenance	28,918.99	43,220.00	6,232.93	43,220.00	14.42%
PROFESSIONAL SERVICES	41,627.02	30,610.00	5,042.34	30,610.00	16.47%
Contractual Services	41,627.02	30,610.00	5,042.34	30,610.00	16.47%
INSURANCE EXPENSE	5,347.79	6,660.00	-	6,660.00	0.00%
Insurance	5,347.79	6,660.00	-	6,660.00	0.00%
TRAINING & TRAVEL EXPENSE	1,113.01	3,000.00	120.00	3,000.00	4.00%
OFFICE SUPPLIES EXPENSE	987.60	500.00	80.67	500.00	16.13%
POSTAGE	1,816.28	1,400.00	-	1,400.00	0.00%
ADVERTISING	2,661.62	5,300.00	-	5,300.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	388.00	1,360.00	-	1,360.00	0.00%
Office and Administrative	6,966.51	11,560.00	200.67	11,560.00	1.74%
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	429,726.22	463,550.00	66,855.28	463,550.00	14.42%

FINANCE

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	177,083.28	216,630.00	32,849.28	216,630.00	15.16%
PART-TIME WAGES	212.50	-	-	-	
OVERTIME WAGES	888.69	500.00	7.75	500.00	1.55%
FICA EXPENSE	13,247.87	16,620.00	2,407.44	16,620.00	14.49%
EMPLOYEE BENEFITS	17,955.17	30,380.00	6,864.64	30,380.00	22.60%
WORKER'S COMPENSATION	238.84	380.00	-	380.00	0.00%
RETIREMENT EXPENSE	9,443.92	19,110.00	2,098.25	19,110.00	10.98%
Personnel	219,070.27	283,620.00	44,227.36	283,620.00	15.59%
REPAIRS & MAINTENANCE - BLDG	967.62	820.00	154.62	820.00	18.86%
REPAIRS & MAINTENANCE - EQUIP	858.88	620.00	266.29	620.00	42.95%
REPAIRS & MAINTENANCE - SFTWRE	13,277.78	14,780.00	680.60	14,780.00	4.60%
ELECTRICITY	535.95	1,020.00	92.95	1,020.00	9.11%
TELEPHONE/INTERNET	1,478.78	1,480.00	260.74	1,480.00	17.62%
MOBILE COMMUNICATIONS	447.23	490.00	81.14	490.00	16.56%
CAPITAL EXPENDITURES - EQUIP	2,000.00	-	-	-	
TOOLS & SUPPLIES	291.60	1,160.00	-	1,160.00	0.00%
Operation and Maintenance	19,857.84	20,370.00	1,536.34	20,370.00	7.54%
PROFESSIONAL SERVICES	30,784.10	38,010.00	1,717.56	38,010.00	4.52%
Contractual Services	30,784.10	38,010.00	1,717.56	38,010.00	4.52%
INSURANCE EXPENSE	3,093.88	2,920.00	-	2,920.00	0.00%
Insurance	3,093.88	2,920.00	-	2,920.00	0.00%
TRAINING & TRAVEL EXPENSE	1,495.60	1,200.00	-	1,200.00	0.00%
OFFICE SUPPLIES	664.20	500.00	19.95	500.00	3.99%
ADVERTISING	359.65	260.00	-	260.00	0.00%
BANK CHARGES	44,096.56	40,880.00	7,274.91	40,880.00	17.80%
MEMBERSHIPS & SUBSCRIPTIONS	590.00	520.00	-	520.00	0.00%
Office and Administrative	47,206.01	43,360.00	7,294.86	43,360.00	16.82%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	320,012.10	388,280.00	54,776.12	388,280.00	14.11%

MUNICIPAL COURT

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
salaries & wages	-	-	-	-	
part-time wages	-	-	-	-	
overtime wages	-	-	-	-	
fica expense	-	-	-	-	
employee benefits	-	-	-	-	
WORKER'S COMPENSATION	-	-	-	-	
retirement expense	-	-	-	-	
Personnel	-	-	-	-	
repairs & maintenance - bldg	-	-	-	-	
repairs & maintenance - equip	-	-	-	-	
repairs & maintenance - sftwre	-	-	-	-	
ELECTRICITY	-	-	-	-	
TELEPHONE/INTERNET	-	-	-	-	
capital expenditures - hrdwre	-	-	-	-	
tools & supplies	-	-	-	-	
Operation and Maintenance	-	-	-	-	
professional services	-	-	-	-	
Contractual Services	-	-	-	-	
insurance expense	-	-	-	-	
Insurance	-	-	-	-	
training & travel	-	-	-	-	
office supplies expense	-	-	-	-	
postage	-	-	-	-	
bank charges	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	-	-	-	-	

PARKS & RECREATION					12/31/2021
GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	266,044.07	262,280.00	39,997.13	262,280.00	15.25%
PART-TIME WAGES	6,381.39	21,840.00	578.55	21,840.00	2.65%
PART-TIME RECREATION WAGES	4,223.79	9,430.00	744.46	9,430.00	7.89%
OVERTIME WAGES	1,644.65	2,000.00	88.68	2,000.00	4.43%
FICA EXPENSE	20,623.07	22,610.00	3,075.49	22,610.00	13.60%
EMPLOYEE BENEFITS	29,951.76	32,270.00	5,134.81	32,270.00	15.91%
WORKER'S COMPENSATION	8,574.65	11,100.00	-	11,100.00	0.00%
RETIREMENT EXPENSE	23,778.23	23,260.00	3,303.54	23,260.00	14.20%
UNIFORM EXPENSE	1,302.75	3,250.00	272.96	3,250.00	8.40%
Personnel	362,524.36	388,040.00	53,195.62	388,040.00	13.71%
REPAIRS & MAINTENANCE - BLDG	168.47	1,000.00	38.66	1,000.00	3.87%
REPAIRS & MAINTENANCE - EQUIP	14,340.84	8,500.00	776.98	8,500.00	9.14%
REPAIRS & MAINTENACE - VEHICLE	267.57	750.00	12.00	750.00	1.60%
REPAIRS & MAINT - INFRASTRUCTR	20,969.35	18,000.00	598.58	18,000.00	3.33%
REPAIRS & MAINT - PARKS	15,480.52	-	779.88	-	77988.00%
REPAIRS & MAINT - SOFTWARE	13,815.42	6,540.00	5,354.22	6,540.00	81.87%
REPAIRS & MAINT - SMITH'S FORK	49,795.93	82,500.00	12,108.77	82,500.00	14.68%
ELECTRICITY	27,472.89	25,500.00	3,250.77	25,500.00	12.75%
PROPANE	4,267.00	7,160.00	552.50	7,160.00	7.72%
TELEPHONE/INTERNET	5,427.39	8,050.00	2,007.94	8,050.00	24.94%
MOBILE COMMUNICATIONS	3,082.75	3,120.00	525.72	3,120.00	16.85%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	-	-	-	-	
TOOLS & SUPPLIES	5,878.37	5,000.00	866.61	5,000.00	17.33%
FUEL	10,017.08	8,250.00	1,076.78	8,250.00	13.05%
recreation	-	-	-	-	
YOUTH REC LEAGUE UNIFORMS	12,051.32	16,880.00	3,768.57	16,880.00	22.33%
YOUTH REC LEAGUE UMPIRES	7,874.00	11,420.00	2,081.75	11,420.00	18.23%
ADULT REC LEAGUE UNIFORMS	-	-	-	-	
ADULT REC LEAGUE OFFICIALS	611.00	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	472.88	720.00	-	720.00	0.00%
REC LEAGUE SUPPLIES/AWARDS	18,047.02	27,010.00	515.97	27,010.00	1.91%
REC LEAGUE ADVERTISING	279.75	1,000.00	517.85	1,000.00	51.79%
Operation and Maintenance	210,319.55	232,400.00	34,833.55	232,400.00	14.99%
BIKE RACE	13,600.16	5,000.00	474.95	5,000.00	9.50%
PROFESSIONAL SERVICES	5,442.35	3,730.00	1,156.60	3,730.00	31.01%
LEASE EXPENSE	36,853.29	38,710.00	-	38,710.00	0.00%
CAMP HOST SERVICES	17,500.00	17,500.00	-	17,500.00	0.00%
FIREWORKS DISPLAY	12,000.00	12,000.00	-	12,000.00	0.00%
Contractual Services	85,395.80	76,940.00	1,631.55	76,940.00	2.12%
MOVIE NIGHTS	1,925.83	2,400.00	-	2,400.00	0.00%
Insurance	1,925.83	2,400.00	-	2,400.00	0.00%
INSURANCE EXPENSE	14,747.12	15,240.00	-	15,240.00	0.00%
TRAINING & TRAVEL EXPENSE	1,944.78	6,640.00	410.41	6,640.00	6.18%
OFFICE SUPPLIES	505.77	500.00	203.54	500.00	40.71%
POSTAGE	-	-	-	-	
ADVERTISING	393.17	500.00	-	500.00	0.00%
MEMBERSHIPS	1,025.00	670.00	285.00	670.00	42.54%
Office and Administrative	18,615.84	23,550.00	898.95	23,550.00	3.82%
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE	4.10	-	-	-	
Other Expenses	4.10	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	678,785.48	723,330.00	90,559.67	723,330.00	12.52%

SENIOR CENTER

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	2,562.84	2,890.00	541.59	2,890.00	18.74%
ELECTRICITY	1,574.45	1,500.00	129.63	1,500.00	8.64%
NATURAL GAS	684.51	1,440.00	197.31	1,440.00	13.70%
TELEPHONE/INTERNET	2,904.89	2,400.00	478.29	2,400.00	19.93%
TOOLS & SUPPLIES	-	500.00	-	500.00	0.00%
Operation and Maintenance	7,726.69	8,730.00	1,346.82	8,730.00	15.43%
PROFESSIONAL SERVICES	8,062.46	13,270.00	1,131.00	13,270.00	8.52%
Contractual Services	8,062.46	13,270.00	1,131.00	13,270.00	8.52%
INSURANCE	3,331.83	3,120.00	-	3,120.00	0.00%
Insurance	3,331.83	3,120.00	-	3,120.00	0.00%
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	19,120.98	25,120.00	2,477.82	25,120.00	9.86%

ELECTED OFFICIALS

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
PART-TIME WAGES	14,700.00	15,150.00	2,400.00	15,150.00	15.84%
FICA EXPENSE	1,124.92	1,160.00	183.66	1,160.00	15.83%
WORKER'S COMPENSATION	23.70	30.00	-	30.00	0.00%
Personnel	15,848.62	16,340.00	2,583.66	16,340.00	15.81%
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,119.18	960.00	193.28	960.00	20.13%
REPAIRS & MAINT - SOFTWARE	659.05	1,130.00	188.30	1,130.00	16.66%
ELECTRICITY	959.33	1,150.00	162.67	1,150.00	14.15%
TELEPHONE/INTERNET	1,808.40	960.00	301.40	960.00	31.40%
MOBILE COMMUNICATIONS	-	-	-	-	
TOOLS & SUPPLIES	25.00	220.00	-	220.00	0.00%
Operation and Maintenance	4,570.96	4,420.00	845.65	4,420.00	19.13%
COMMUNITY RELATIONS ALLOWANCE	-	-	-	-	
Contractual Services	-	-	-	-	
PROFESSIONAL SERVICES	3,862.02	20,710.00	7,044.92	20,710.00	34.02%
Insurance	3,862.02	20,710.00	7,044.92	20,710.00	34.02%
INSURANCE	1,317.76	1,660.00	-	1,660.00	0.00%
TRAINING & TRAVEL EXPENSE	893.04	2,880.00	85.00	2,880.00	2.95%
OFFICE SUPPLIES	888.44	1,000.00	-	1,000.00	0.00%
ADVERTISING	3,894.44	4,000.00	185.80	4,000.00	4.65%
MEMBERSHIPS & SUBSCRIPTIONS	850.00	2,710.00	-	2,710.00	0.00%
Office and Administrative	7,843.68	12,250.00	270.80	12,250.00	2.21%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	32,125.28	53,720.00	10,745.03	53,720.00	20.00%

ANIMAL SHELTER

12/31/2021

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINT - BLDG	599.97	600.00	148.92	600.00	24.82%
TOOLS & SUPPLIES	780.41	1,500.00	165.56	1,500.00	11.04%
Operation and Maintenance	1,380.38	2,100.00	314.48	2,100.00	14.98%
PROFESSIONAL SERVICES	3,120.08	6,000.00	355.40	6,000.00	5.92%
Contractual Services	3,120.08	6,000.00	355.40	6,000.00	5.92%
Insurance	-	-	-	-	
ADVERTISING	-	-	-	-	
Office and Administrative	-	-	-	-	
TRAINING & TRAVEL	-	1,000.00	-	1,000.00	0.00%
Capital Improvement Projects	-	1,000.00	-	1,000.00	0.00%
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	4,500.46	9,100.00	669.88	9,100.00	7.36%

SPECIAL ALLOCATION FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	19,537.38	20,000.00	-	20,000.00	0.00%
SALES AND USE TAXES	658,379.56	550,000.00	106,495.17	550,000.00	19.36%
	677,916.94	570,000.00	106,495.17	570,000.00	18.68%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	2,294.95	1,166,888.00	-	1,166,888.00	0.00%
	2,294.95	1,166,888.00	-	1,166,888.00	0.00%

SPECIAL ALLOCATION FUND

12/31/21

SPECIAL ALLOCATION FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
TIF PAYMENTS TO DEVELOPER	-	1,158,888.00	-	1,158,888.00	0.00%
TIF PAYMENTS TO OTHER ENTITIES	-	5,000.00	-	5,000.00	0.00%
Contractual Services	-	1,163,888.00	-	1,163,888.00	0.00%
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS TO OTHER FUNDS	2,294.95	3,000.00	-	3,000.00	0.00%
Transfers Out	2,294.95	3,000.00	-	3,000.00	0.00%
TOTAL SPECIAL ALLOCATION FUND	2,294.95	1,166,888.00	-	1,166,888.00	0.00%

CAPITAL PROJECTS FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
INTERGOVERNMENTAL REVENUES	290,439.10	-	-	-	
DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	127,000.00	-	127,000.00	0.00%
PARK IMPROVEMENT REVENUE	6,250.00	10,000.00	51,229.34	10,000.00	
	290,439.10	127,000.00	51,229.34	127,000.00	40.34%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	1,536,744.43	127,000.00	127,000.00	127,000.00	100.00%
	1,536,744.43	127,000.00	127,000.00	127,000.00	100.00%

CAPITAL PROJECTS FUND					12/31/21
CAPITAL PROJECTS FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
PROFESSIONAL SERVICES	-	97,000.00	-	97,000.00	0.00%
Contractual Services	-	97,000.00	-	97,000.00	0.00%
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	1,468,176.56	127,000.00	127,000.00	127,000.00	100.00%
PARK IMPROVEMENT EXPENSE	-	-	-	-	
Capital Improvement Projects	1,468,176.56	127,000.00	127,000.00	127,000.00	100.00%
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	342,190.00	478,550.00	-	478,550.00	0.00%
Transfers Out	342,190.00	478,550.00	-	478,550.00	0.00%
TOTAL CAPITAL PROJECTS FUND	1,810,366.56	702,550.00	127,000.00	702,550.00	18.08%

TRANSPORTATION SALES TAX FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALES AND USE TAXES	587,177.01	569,160.00	92,412.42	569,160.00	16.24%
PROCEEDS FROM DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	-	-	-	
	587,177.01	569,160.00	92,412.42	569,160.00	16.24%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	893,832.42	782,630.00	180,772.98	782,630.00	23.10%
	893,832.42	782,630.00	180,772.98	782,630.00	23.10%

TRANSPORTATION SALES TAX FUND					12/31/21
TRANSPORTATION SALES TAX FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	11.98	1,000.00	-	1,000.00	0.00%
REPAIRS & MAINTENANCE - EQUIP	21,313.52	10,000.00	4,831.05	10,000.00	48.31%
REPAIRS & MAINTENANCE - STREET	688,447.60	100,000.00	9,946.55	100,000.00	9.95%
CAPITAL EXPENDITURES - EQUIP	15,194.35	21,960.00	-	21,960.00	0.00%
SUPPLIES - STREET SIGNS	-	-	-	-	
FUEL	16,363.33	12,380.00	2,024.86	12,380.00	16.36%
Operation and Maintenance	741,330.78	145,340.00	16,802.46	145,340.00	11.56%
PROFESSIONAL SERVICES	100,239.50	-	244.47	-	24447.00%
Contractual Services	100,239.50	-	244.47	-	24447.00%
INSURANCE EXPENSE	-	-	-	-	
Insurance	-	-	-	-	
TOOLS & SUPPLIES	7,026.86	30,000.00	1,598.92	30,000.00	5.33%
Office and Administrative	7,026.86	30,000.00	1,598.92	30,000.00	5.33%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE EXPENSE	38,969.28	33,480.00	-	33,480.00	0.00%
Debt - Principal	38,969.28	33,480.00	-	33,480.00	0.00%
INTEREST EXPENSE	6,266.00	4,810.00	-	4,810.00	0.00%
Debt - Interest	6,266.00	4,810.00	-	4,810.00	0.00%
Transfers Out	-	-	-	-	
TRANSPORTATION SALES TAX FUND	893,832.42	213,630.00	18,645.85	213,630.00	8.73%

CAPITAL IMPROVEMENT SALES TAX FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALES AND USE TAXES	659,009.18	627,555.00	106,590.23	627,555.00	16.99%
TRANSFERS IN	-	-	-	-	
	659,009.18	627,555.00	106,590.23	627,555.00	16.99%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	752,250.00	575,550.00	-	575,550.00	0.00%
	752,250.00	575,550.00	-	575,550.00	0.00%

CAPITAL IMPROVEMENT SALES TAX FUND

12/31/21

CAP. IMP. SALES TAX FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	410,060.00	-	-	-	
Capital Improvement Projects	410,060.00	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	342,190.00	478,550.00	-	478,550.00	0.00%
Transfers Out	342,190.00	478,550.00	-	478,550.00	0.00%
TOTAL CAP. IMP. SALES TAX FUND	752,250.00	478,550.00	-	478,550.00	0.00%

DEBT SERVICE FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	-	-	-	-	
TRANSFERS IN	342,190.00	351,550.00	-	351,550.00	0.00%
	342,190.00	351,550.00	-	351,550.00	0.00%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	329,855.00	339,213.00	-	339,213.00	0.00%
	329,855.00	339,213.00	-	339,213.00	0.00%

DEBT SERVICE FUND					12/31/21
DEBT SERVICE FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE PAYMENTS	130,000.00	145,000.00	-	145,000.00	0.00%
Debt - Principal	130,000.00	145,000.00	-	145,000.00	0.00%
INTEREST	199,855.00	194,213.00	-	194,213.00	0.00%
Debt - Interest	199,855.00	194,213.00	-	194,213.00	0.00%
Transfers Out	-	-	-	-	
TOTAL DEBT SERVICE FUND	329,855.00	339,213.00	-	339,213.00	0.00%

WATER & WASTEWATER SYSTEMS FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
LICENSES, FEES, AND PERMITS	-	-	-	-	
CHARGES FOR SERVICES	4,598,338.65	4,713,679.80	807,725.43	4,713,679.80	17.14%
IMPACT FEES	292,296.00	375,000.00	29,516.00	375,000.00	7.87%
OTHER REVENUE	17,865.42	-	219.92	-	
DEBT ISSUED	46,780.65	30,720.00	2,245.44	30,720.00	7.31%
TRANSFERS IN	-	-	-	-	
	4,955,280.72	5,119,399.80	839,706.79	5,119,399.80	16.40%
EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
UTILITIES	3,957,145.75	6,485,415.00	523,237.52	6,485,415.00	8.07%
	3,957,145.75	6,485,415.00	523,237.52	6,485,415.00	8.07%

PUBLIC WORKS (UTILITIES)					12/31/21
CWWS FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	761,552.60	771,280.00	111,695.58	771,280.00	14.48%
OVERTIME WAGES	16,754.95	18,000.00	3,896.43	18,000.00	21.65%
FICA EXPENSE	57,441.43	60,380.00	8,586.54	60,380.00	14.22%
EMPLOYEE BENEFITS	74,230.58	87,720.00	13,111.67	87,720.00	14.95%
WORKER'S COMPENSATION	25,867.25	33,810.00	-	33,810.00	0.00%
RETIREMENT EXPENSE	71,491.15	69,460.00	10,172.05	69,460.00	14.64%
UNIFORM EXPENSE	7,198.02	8,400.00	375.77	8,400.00	4.47%
Personnel	1,014,535.98	1,049,050.00	147,838.04	1,049,050.00	14.09%
REPAIRS & MAINTENANCE - EQUIP	5,811.72	6,990.00	159.42	6,990.00	2.28%
REPAIRS & MAINTENCE- VEHICLES	1,182.87	3,000.00	30.75	3,000.00	1.03%
REPAIRS & MAINT - WATER LINES	63,989.66	104,740.00	1,823.86	104,740.00	1.74%
REPAIRS & MAINT - SEWER LINES	71,399.65	150,000.00	-	150,000.00	0.00%
REPAIRS & MAINT - WATER PLANT	85,214.78	245,000.00	5,632.56	245,000.00	2.30%
REPAIRS & MAINT - WW PLANT	36,451.01	420,000.00	12,144.24	420,000.00	2.89%
REPAIRS & MAINT - SOFTWARE	16,142.43	18,830.00	542.35	18,830.00	2.88%
REPAIRS & MAINT - WATER TOWERS	108,691.80	123,350.00	27,573.71	123,350.00	22.35%
ELECTRICITY	225,508.22	299,650.00	33,742.38	299,650.00	11.26%
PROPANE	3,931.25	15,900.00	977.50	15,900.00	6.15%
TELEPHONE/INTERNET	15,163.28	15,520.00	4,724.41	15,520.00	30.44%
MOBILE COMMUNICATIONS	8,775.27	9,630.00	2,482.83	9,630.00	25.78%
CAPITAL EXPENDITURES - EQUIP	-	24,000.00	-	24,000.00	0.00%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
CAPITAL EXPENDITURES - SOFTWARE	-	100,000.00	-	100,000.00	0.00%
CAPITAL EXPENDITURES - HARDWARE	-	-	-	-	-
CAPITAL EXPENDITURES - TOWERS	-	-	-	-	-
CAPITAL EXPENDITURES - BLDG	-	20,000.00	-	20,000.00	0.00%
CAPITAL EXPENDITURES - WATER P	-	-	-	-	-
CAPITAL EXPENDITURES - WW PLANT	-	-	-	-	-
CAPITAL EXPENDITURES - LINES	-	-	-	-	-
TOOLS & SUPPLIES	24,667.70	25,000.00	3,092.86	25,000.00	12.37%
SUPPLIES - CONNECTIONS	52,461.02	75,000.00	2,184.56	75,000.00	2.91%
SUPPLIES - LAB	24,354.74	27,500.00	4,086.40	27,500.00	14.86%
SUPPLIES - CHEMICALS	117,504.57	130,000.00	11,335.51	130,000.00	8.72%
SUPPLIES - WW CHEMICALS	8,280.33	13,500.00	-	13,500.00	0.00%
FUEL	12,207.02	24,500.00	1,797.71	24,500.00	7.34%
Operation and Maintenance	881,737.32	1,852,110.00	112,331.05	1,852,110.00	6.07%
PROFESSIONAL SERVICES	502,948.81	826,190.00	92,520.68	826,190.00	11.20%
LEASE EXPENSE	340,889.81	363,946.00	55,723.25	363,946.00	15.31%
WASTEWATER TREATMENT SERVICE	119,940.80	128,620.00	20,576.40	128,620.00	16.00%
Contractual Services	963,779.42	1,318,756.00	168,820.33	1,318,756.00	12.80%
INSURANCE EXPENSE	69,637.80	71,720.00	-	71,720.00	0.00%
Insurance	69,637.80	71,720.00	-	71,720.00	0.00%
TRAINING & TRAVEL EXPENSE	3,103.26	5,000.00	225.00	5,000.00	4.50%
OFFICE SUPPLIES	2,942.24	4,500.00	309.61	4,500.00	6.88%
POSTAGE	1,256.83	1,500.00	145.21	1,500.00	9.68%
ADVERTISING	146.11	-	-	-	-
BANK CHARGES	1,330.66	2,000.00	-	2,000.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	-	380.00	-	380.00	0.00%
Office and Administrative	8,779.10	13,380.00	679.82	13,380.00	5.08%
CAPITAL IMPROVEMENT PROJECTS	249,003.15	440,000.00	73,568.28	440,000.00	16.72%
WATER IMPACT PROJECTS	205,662.95	1,150,000.00	-	1,150,000.00	0.00%
WASTEWATER IMPACT PROJECTS	-	-	-	-	-
Capital Improvement Projects	454,666.10	1,590,000.00	73,568.28	1,590,000.00	4.63%
AMORTIZATION EXPENSE	-	-	-	-	-
DEPRECIATION EXPENSE	-	-	-	-	-
MISCELLANEOUS EXPENSE	-	-	-	-	-
Other Expenses	-	-	-	-	-
Debt - Principal	-	-	-	-	-
INTEREST EXPENSE	354,830.03	345,059.00	-	345,059.00	0.00%
Debt - Interest	354,830.03	345,059.00	-	345,059.00	0.00%
TRANSFERS OUT	209,180.00	245,340.00	20,000.00	245,340.00	8.15%
Transfers Out	209,180.00	245,340.00	20,000.00	245,340.00	8.15%
TOTAL CWWS FUND	3,957,145.75	6,485,415.00	523,237.52	6,485,415.00	8.07%

SANITATION FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
CHARGES FOR SERVICES	872,880.09	849,530.00	141,483.64	849,530.00	16.65%
TRANSFERS IN	-	-	-	-	
	872,880.09	849,530.00	141,483.64	849,530.00	16.65%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMIN	865,323.97	836,450.00	130,172.87	836,450.00	15.56%
	865,323.97	836,450.00	130,172.87	836,450.00	15.56%

SANITATION FUND

12/31/21

SANITATION FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Personnel	-	-	-	-	
SOLID WASTE SERVICES	853,526.27	823,820.00	130,172.87	823,820.00	15.80%
recycling services	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,797.70	12,630.00	-	12,630.00	0.00%
yard waste	-	-	-	-	
advertising	-	-	-	-	
Operation and Maintenance	865,323.97	836,450.00	130,172.87	836,450.00	15.56%
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
yard waste	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL SANITATION FUND	865,323.97	836,450.00	130,172.87	836,450.00	15.56%

PARK AND STORMWATER SALES TAX FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PARK & STRMWTR SALES TAX	614,189.73	627,555.00	106,550.64	627,555.00	16.98%
MISCELLANEOUS REVENUE	-	-	11,000.00	-	
	614,189.73	627,555.00	117,550.64	627,555.00	18.73%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PARKS & RECREATION	74,537.09	275,000.00	201.00	275,000.00	
UTILITIES	102,335.00	210,000.00	-	210,000.00	0.00%
	102,335.00	485,000.00	-	210,000.00	0.00%

VEHICLE AND EQUIPMENT REPLACE FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALE OF PERSONAL PROPERTY	51,972.00	244,000.00	-	244,000.00	0.00%
TRANSFERS IN	51,972.00	40,000.00	175,000.00	40,000.00	437.50%
	103,944.00	284,000.00	175,000.00	284,000.00	

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	66,296.04	175,749.00	16,815.41	175,749.00	9.57%
	66,296.04	175,749.00	16,815.41	175,749.00	9.57%

CARES ACT STIMULUS FUND	12/31/21
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REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
INTERGOVERNMENTAL REVENUES	-	-	-	-	#DIV/0!
INTEREST INCOME	-				
	-	-	-	-	#DIV/0!

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	348,970.23	-	-	-	#DIV/0!
	348,970.23	-	-	-	#DIV/0!

CARES ACT STIMULUS FUND

12/31/21

CARES ACT STIMULUS FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
PART-TIME WAGES	471.89	-	-	-	
FICA EXPENSES	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	-	-	-	-	
REPAIRS & MAINTENANCE - SOFTWA	-	-	-	-	
CAPITAL EXPENDITURES - EQUIP	1,168.97	-	-	-	
Operation and Maintenance	1,640.86	-	-	-	
TOOLS & SUPPLIES	52,388.94	-	-	-	
PROFESSIONAL SERVICES	251,351.69	-	-	-	
Contractual Services	303,740.63	-	-	-	
Insurance	-	-	-	-	
LOCAL GRANTS	-	-	-	-	
OFFICE SUPPLIES	4,107.61	-	-	-	
Office and Administrative	4,107.61	-	-	-	0.00%
SUBSCRIPTIONS	-	-	-	-	
CAPITAL PROJECTS	39,481.13	-	-	-	
Capital Improvement Projects	39,481.13	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	239,288.35	-	-	-	
Transfers Out	239,288.35	-	-	-	
TOTAL CARES ACT STIMULUS FUND	588,258.58	-	-	-	

AMERICAN RESCUE PLAN ACT FUND

12/31/21

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
INTERGOVERNMENTAL REVENUES	1,089,137.62	1,089,161.50	-	1,089,161.50	0.00%
INTEREST INCOME	-	-	-	-	
	1,089,137.62	1,089,161.50	-	1,089,161.50	0.00%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION		2,178,300.00	-	2,178,300.00	0.00%
	-	2,178,300.00	-	2,178,300.00	0.00%



City Administrator's Report

February 10, 2022

Personnel Update

Several new employees have been hired over the past several weeks.

- Cody Manville started on December 21, 2021, in the Utilities Department as an O&M Technician.
- Kale Black started on December 27, 2021, in the Parks Department as a Parks Maintenance Worker I.
- Kole Kennedy started on January 18, 2022, and Dominic Bristol started on February 3, 2022, both as Police Recruits. Kole and Dominic started the Kansas City Police Academy on February 8, 2022.

Three positions have been posted on Indeed since the approval of the new compensation schedule. Increased beginning pay rates seem to have had a positive effect on the number of application submissions. Since the adoption of the schedule, staff has received 30 applications for the Parks Maintenance position, 11 for the Wastewater Plant Operator position, and six applications for the Public Works Maintenance Worker position.

Snow Event Evaluations

January 15, 2022

The city had a team of six staff members present to provide the winter response, including a utility inspector and all street crew available. The contractor used one truck. Staff worked 9 overtime hours on Saturday and used approximately 70 tons of salt. One staff member came in on Sunday for four overtime hours.

The City did not receive complaints on this response. During the event, there was blowing snow which caused drifting in some areas. Due to the cold temperatures, there was some refreezing that occurred. A few residential yards were hit just over the curb, but no major incidents occurred. Repairs to these areas will occur as weather permits.

February 2, 2022

The City had a team of six staff members present to provide the winter response, including a utility inspector and all street crew available. The contractor used one truck. Staff worked 7.5 hours and used approximately 45 tons of salt.

The winter event was light snow, with an estimated accumulation of approximately two inches. Sunshine during the helped with the removal. Staff were able to respond to this event during regular hours. The Street Division received new Enterprise trucks, which helped with the overall response. The City received one complaint in Rollins Landing about a cul-de-sac not being completely cleared of snow.

The Street Division currently has sufficient supplies of de-icing and snow treatments available.

Right-Of-Way Maintenance

At the December 7 Board of Aldermen meeting, Code Section 210.130 Maintenance of Right-Of-Way (ROW) by Abutting Owner or Occupant was enacted. The revised ordinance now requires the property owner or occupant to be responsible for maintaining vegetation from the edge of pavement to the property line within the City. In an effort to educate the public on the new requirement for mowing and maintaining the ROW, staff has prepared letters to be sent to the affected property owners. This letter is attached to this report. Residents that cannot maintain/mow the ROW due to physical features or obstructions should complete a ROW Maintenance review form on the Public Works web page explaining why the area cannot be maintained. If property owners cannot access the form, they can contact Gina Pate at 816-608-1322. Staff developed a page ([Maintenance of Right-Of-Way - Smithville MO](#)) on the website to explain the new Ordinance.

Development Updates

Construction continues on a number of projects throughout the community. Below is an update on several projects.

- *Herzog Foundation* is still making progress towards completion. The Herzog Cabins are also under construction but appear to be lagging behind the main building progress.
- *Diamond Creek* subdivision (Sixth & Manzanola) is under construction, with underground utilities being installed now. Anticipated streets will go in sometime in May and be ready for houses.
- *Smithville Townhomes* (319 E. Main St.) is under construction with 8 townhomes between Main and Meadow.
- There are three lots on the same block of Meadow that will likely be either new single family and a fourplex as infill as well.
- West of Downtown, the Lowman property on the north side of Second Creek Road has recently sold and is in design for a new single family residential subdivision, with at least 50 lots.
- The *Eagle Ridge* subdivision has recorded its final plat, and five buildings (10 units) have been issued permits. Foundations are under construction now.
- Public infrastructure construction plans for *Richardson Street Plaza* are nearly complete. Construction work for the three new lots is anticipated to start this spring.
- *Kozak's* is finalizing construction plans and will likely start this spring.

- Construction continues on the *CPC of Missouri* facility in the industrial park. A May opening is currently anticipated.
- Staff is working with the new owner of the land at the northeast corner of *169 Highway and 144th Street*. This project will include commercial/retail on the highway frontage and housing east of the power line easement. They have tentatively scheduled their submission to the Planning Commission for April. Land clearance is underway.
- The third *KCI RV* storage building is now complete and the owner plans on the RV park portion to begin grading in the spring.
- Two unconditioned buildings at *Smithville Attic Storage* are complete and occupied. The main building is permitted. Plans for the waterline extension under 169 Highway have not yet been finalized. Once those plans are finalized, construction can begin on both and the line.

GFL Update

GFL has provided Smithville's 2021 Solid Waste Report. Smithville is served by locally based GFL hauling, operations, billing and customer service staff. Beginning November 1, 2021, the City of Smithville and GFL entered into a new contract term for residential collection of trash, recycling and yard waste. The City received a reduced rate for services, a new cardboard recycling program to be implemented in the downtown area, senior citizen discount rate, a shredding & e-waste event, two bulky item pick-up events, and the overage sticker program. To date, 382 accounts have been enrolled in the senior discount program.

Smithville households are serviced through automated collection, which provides for enhanced collection efficiency and greater workplace safety. In 2021, Smithville saw nearly a 10% increase in trash volumes. GFL serviced 3,625 households in 2020, and 273 households rented a second trash cart. Trash averaged 298.47 tons per month, and recycling averaged 58.61 tons per month for 2021. Fiber recycling made up 67% of the total recycling. A concern is that 22% of the recycled materials were trash. GFL will launch an updated 2022 public education plan aimed at reducing contamination in the residential recycling stream.

GFL provides City staff with weekly reports of customer contacts. The City will start to track those contact numbers for 2022 to provide a context for the amount of Smithville contact calls. The numbers provided in the annual report are not reflective of only Smithville calls. GFL handles all the customer questions and concerns. When residents contact City Hall with questions or concerns, we forward them to GFL's customer service.

During 2021, approximately 1,325 tons of yard waste were collected from Smithville households. The yard waste collection program allows 10 items per week for 40 weeks of the year. Residents can opt into this service by calling GFL. Please see the attached report for further information.

The City will be hosting an E-Waste/Shredding Event on April 23 at Smithville High School from 9 a.m. to noon. Please see the attached flyer for the fee schedule for specific items.

Spring Bulky Item Pick-Up has been scheduled for the week of June 6. (The city-wide garage sale is planned for the weekend prior and will be coordinated by the Smithville Main Street District.) Residents will have the opportunity to discard up to five large and bulky items with their regular trash collection. Items such as appliances, washers, dryers, refrigerators and freezers with compressors and Freon removed, furniture, sinks, toilets, cabinets as well as rugs and carpet cut into 4-foot lengths will be accepted. All items must be stacked and bundled for collections. The following items are not accepted: glass items, e-waste (televisions, computers, monitors, etc.) tires, automobile parts, construction materials, tanks, oil drums, railroad ties, chemicals, or household hazardous waste.

GIS Update

SAM, LLC (SAM) will begin surveying the week of February 14. Crews will start with surveying the sanitary sewer infrastructure. After the data is collected, city staff will review the maps with SAM to ensure accuracy. SAM will meet with utilities division staff at the beginning and end of each week to discuss the work. Staff developed a landing page for the project updates, which is linked [\(Geographic Information Systems \(GIS\)\)](#).

Staff emailed HOA presidents notifying them that the surveying work would be beginning soon and provided them with a letter to residents. Staff has placed an order for yard signs for the crews to place at neighborhood entrances when they are working in the area. We will try to notify HOAs when crews will be in the neighborhood. We anticipate that this project will be completed by the end of August 2022.

Large Format Plotter/Printer

SumnerOne installed the large format plotter/printer and scanner on February 8, 2022. This equipment will greatly improve the operations of the Development and Public Works Departments.



APWA Award Applications

The Public Works Department submitted two applications for the 2022 American Public Works Association (APWA) KC Metro Chapter Awards. Staff prepared applications for the Streetscape Phase II Project and the Main Street Trail Project. The winner of the Project of the Year for Small/Rural Communities will be submitted for the national award selection process. Applications are attached.

RTP Grant Application

Public Works, Parks & Recreation, and the Finance Department collaborated on the application process for the 2022 Recreational Trails Program (RTP) grant application.

The City submitted an application for Phase I of the Diamond Crest Trail.

The Diamond Crest Trail Phase I will initiate a long-term community vision of providing better access to our current trail amenities and connecting three neighborhoods to a local elementary school. This project will include a 2,230 ft 10' wide multi-use trail for walking, biking, running, and wheeling. The all-weather concrete trail will provide ADA accessibility to the trail. The trail will have a 4' wide lime screen running trail, adjacent to the 10' wide concrete path. The trail would allow for residents and visitors to safely access Diamond Crest Park by walking, running, wheeling, or biking. Amenities included in this project would be 2 benches, a water bottle filling station, and a pedestrian counter.

The City would construct this project if the RTP grant is awarded. If the grant is not awarded, the trail will be constructed at another time. It is currently a pending project in the 2022 – 2026 Capital Improvement Plan.

Betty White Challenge – Contributions to Megan's Paws and Claws

Megan's Paws and Claws received \$1,000 in cash donations, \$1,400 worth of Amazon wish list items, bags of food and blankets as a result of a national/global social media campaign recognizing Betty White's 100th Birthday by contributing to local animal causes.

MML Westgate Dinner

As you are aware, MML rescheduled the West Gate dinner originally scheduled for January 27 at White Iron Ridge. The new date is Thursday March 24. Please RSVP to Linda Drummond by March 15 if you plan to attend.

Dear Property Owner,

We are writing to notify you about the revised Section 520.130 of the City Code. The Maintenance of Right-Of-Way (ROW) by Abutting Owner or Occupant was enacted at the December 7, 2021, Board of Aldermen Meeting. The revised ordinance now requires the property owner or occupant to be responsible for maintaining the vegetation from the edge of pavement to the property line within the City.

Section 520.130 Maintenance Of Right-Of-Way By Abutting Owner Or Occupant

A. It shall be the duty of all persons owning or occupying any real property fronting upon any street or public place to:

1. Not allow grass, weeds or other vegetation in excess of seven (7) inches to grow in the right-of-way from the street curb and/or edge of pavement where no edge is present to the property line within the City or any area between the property lines of the lot or parcel, and the curb line or edge of any adjacent street, and the centerline of any adjacent alley, including, but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas.
2. Maintain sidewalk area by the abutting owner or occupant which includes, but is not limited to:
 - a. Not allow the sidewalk to be or remain above or below the established grade of the sidewalk and keep the sidewalk in front of or alongside of the property in good order and free from obstructions and vegetation.
 - b. Remove from any such sidewalk all ice, snow, earth, weeds or other obstructions or substance that in any way obstructs or renders the sidewalk, curb and gutter dangerous, inconvenient or annoying to the traveling public.

In the past, the Public Works Department mowed and trimmed weeds in the ROW. The City does not have the resources to continue the maintenance of these areas. Moving forward, the property owner or occupant is now responsible to maintain and mow the ROW area. For the property owners that have already been maintaining the ROW area, the City appreciates your efforts in maintaining an attractive Smithville.

If you have any questions or concerns about the maintenance of your property, please visit the City Website www.smithvillemo.org. Residents that cannot maintain/mow the Right-Of-Way due to physical features or obstructions should complete the ROW Maintenance review form on the Public Works web page explaining why the area cannot be maintained. If you cannot access the web page, please call Gina Pate at 816-608-1322.

Thank you for your compliance,

City of Smithville Public Works Department



SMITHVILLE 2021 SOLID WASTE REPORT

OVERVIEW OF GFL

PROVIDING ENVIRONMENTAL SOLUTIONS



Founded in 2007, GFL has grown to become the fourth largest diversified environmental services company in North America

GFL employs 15,000 people in nine Canadian provinces and 27 states in the United States

As of January 1, 2021, GFL had 195 collection operations, 150 solid waste transfer stations, 88 landfills, 28 MRFs and 15 organic facilities

Smithville is served by locally-based GFL hauling, operations, billing and customer service staff

CHANGES COMING IN 2022

NEW CONTRACT REDUCES RATES, INCREASES SERVICES

Beginning November 1, 2021, the City of Smithville and GFL Environmental Inc began a new contract term for the weekly collection of residential trash, recycling and yard waste.

New features include:

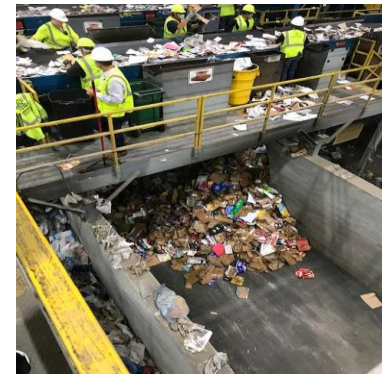
- Price reduction
- Cardboard recycling program
- Senior discount rate
- Shredding & e-waste event
- Overage sticker program



OPERATIONAL OVERVIEW

WEEKLY WASTE COLLECTION, RESPONSIBLE MANAGEMENT

- Smithville households are serviced through automated collection, which provides for enhanced collection efficiency and greater workplace safety
- Trash and recycling carts are generally collected at the curb, but GFL provides houseline service for elderly residents and residents with physical challenges
- Smithville materials are transported to GFL's Kansas City transfer station
- Solid waste is transferred to the company's Sedalia landfill
- Recyclables are hauled to the company's Materials Recovery Facility in Harrisonville
- Residential yard waste is hauled to a Missouri Organics processing facility



RESIDENTIAL VIEW

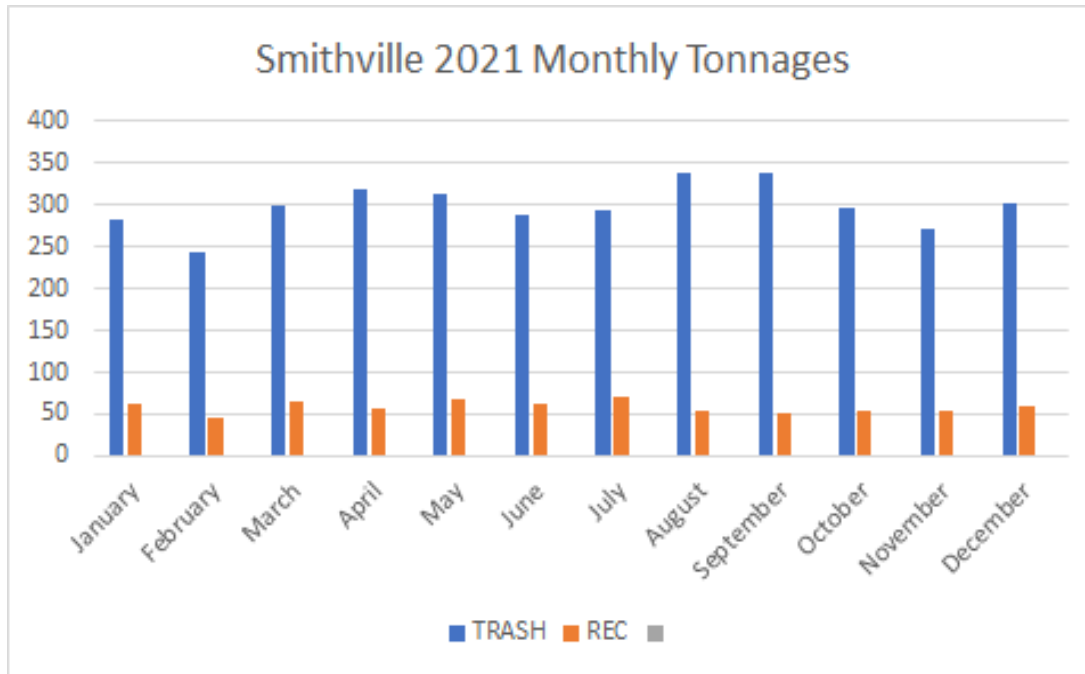
STATS FROM THE CURB

- Trash volumes increased nearly 10 percent (3,582 tons in 2021; 3,200 tons in 2020)
- Residential diversion increased (703 tons in 2021; 626 tons in 2020)
- GFL serviced 3,625 households in 2020
- 273 households rented a second trash cart
- Overage stickers are now available for households that occasionally generate excess trash



2021 TRASH, RECYCLE TONS

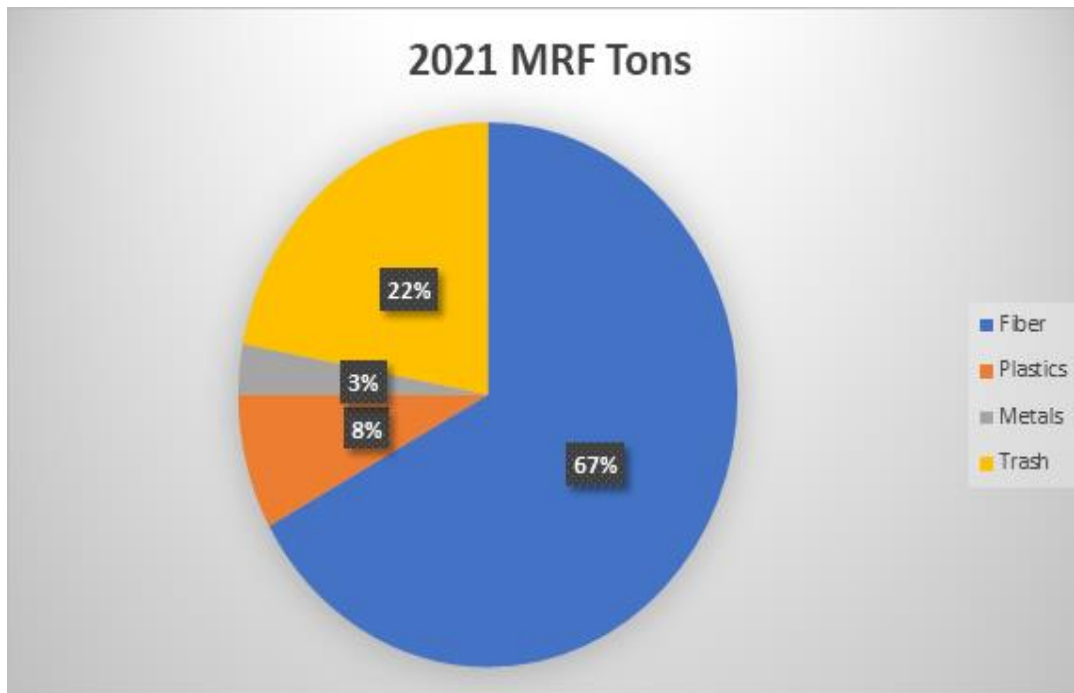
SMITHVILLE'S 2021 DIVERSION RATE CLIMBS



	MSW	REC
January	282.26	62.11
February	242.81	45.27
March	299.1	65.87
April	318.35	56.04
May	313.24	67.63
June	289.19	61.66
July	293.06	71.11
August	338.01	53.93
September	338.27	49.73
October	295.74	55.07
November	270.59	54.89
December	300.98	60.06
TOTAL	3581.6	703.37

2021 MRF STATS

CONTAMINATION REMAINS A PROBLEM



Smithville 2020-21 MRF tons		
	2021	2020
Fiber	31,581	30,866
Plastics	3,665	3,920
Metals	1,514	1,656
TOTAL	47,078	46,439
Trash %	22%	19%

The volume of materials delivered to the GFL MRF increased in 2021, primarily because of higher cardboard volumes

Recycling contamination increased, reversing a two-year downward trend

GFL will launch an updated 2022 public education plan aimed at reducing contamination in the residential recycling stream

2021 CUSTOMER SERVICE

STAFF FACED ILLNESS, VACANCY CHALLENGES

	Avg Hold	Abandon	Avg Hand	# of Calls
January	1:21	9%	4:27	10625
February	1:38	13%	3:28	27279
March	1:22	9%	3:59	12350
April	1:30	11%	4:31	13552
May	1:24	9%	4:24	6212
June	1:29	10%	3:58	15963
July	1:33	12%	4:41	16880
August	1:43	13%	5:01	18816
September	6:03	29%	8:27	9584
October	5:27	38%	8:48	8309
November	3:31	17%	7:05	8124
December	3:23	16%	6:37	5873

Department was short staffed several months and dealt with illnesses throughout the year

City staff receives a report each Monday morning that details all customer contacts from the previous week

A new customer service tool, kccustomercare@gflenv.com was introduced

The locally-based GFL customer service team remains in Harrisonville

2021 YARD WASTE UPDATE

ORGANICS DIVERSION INCREASED

- Yard waste collection is provided to Smithville residents as a subscription service by Compost Connection.
- The program provides collection of up to 10 items per week for 40 weeks of the year. Weekly collections are conducted from mid-March through mid-December, and materials are collected once each during the months of January and February.
- Compost Connection reports that the number of missed collections each week is negligible.
- During 2021, Compost Connection estimates that 5,235 cubic yards, or approximately 1,325 tons, of organic material were collected from Smithville households, a significant increase over 2020 volumes.





www.secureecycle.com

3052 S. 24th Street Kansas City, KS 66106

913-871-9040

Equipment Description	Event Fee
Accessories (cables, mouse, keyboard, power supplies)	no charge
Batteries (AA, AAA, C, D, etc.)	no charge
Calculator	no charge
Cameras	no charge
Computer (desktop, laptop) inc. destroying hard drive	no charge
Computer (desktop/laptop) inc. hard drive wipe	no charge
CRT Monitors (bulky size)	\$ 20.00
Desktop All-in-One (w/monitor)	\$ 20.00
DVD/VCR players	no charge
Game consoles	no charge
Hard drives (loose) destroyed	no charge
Hard drives (loose) wiped	no charge
Large Misc. (i.e. Vacuum, etc.)	no charge
LCD monitors	\$ 20.00
Microwave	no charge
Network equip (router, switches, modem, hub)	no charge
Phone-cell (inc. wipe data)	no charge
Phone-desk & answering machine	no charge
POS Systems	no charge
Printer (desk), copier, fax, typewriter	no charge
Printer toner cartridges	no charge
Printer--enterprise (on wheels-large size)	no charge
Projector--overhead/slide	no charge
Recording devices--Audio, DLT tapes, VHS Tapes	no charge
Recording devices--CD/DVD/Floppy Disk (12"x 10" box)	no charge
Satellite receiver	no charge
Server Base Price	no charge
Server charges base plus each hard drive destroyed	no charge
Server charges base plus each hard drive wipe	no charge
Server cabinet	no charge
Small/Med Misc. (i.e. timeclock, paper shredder, etc.)	no charge
Stereo & stereo speakers	no charge
Tablet inc. hard drive wipe	no charge
Televisions - Any size	\$ 40.00
UPS backup/ Surge Protectors	no charge

STREETSCAPE PHASE II

CITY OF SMITHVILLE, MO

JANUARY 28, 2022



APWA 2022 Public Works Project of the Year for Small Cities / Rural Communities

Contact:

Charles F. Soules, P.E.

Public Works Director

csoules@smithvillemo.org

(816) 532 - 3897



INTRODUCTION

Located on the northern edge of the Kansas City Metropolitan Area, the City of Smithville is experiencing growth and investment. According to US Census Data (2020) Smithville's population size is 10,406.

Main Street is the entryway from US Highway 169 to Smithville's historic downtown business district and is a primary gateway to Smithville Lake, a regional recreational amenity. For most of the corridor's history, it was under the jurisdiction of MoDOT, previously designated as Highway DD, and was overdue for revitalization and accessibility improvements. A ballot issue for the project was proposed and authorized in April 2018.

In order to provide appropriate funding and planning for this project, the project was divided into three phases, which are outlined below.

Phase I was completed in April 2019 and improved eight city blocks in the heart of the downtown commercial district. The improvements were located on Main Street from Hwy 169 to Commercial Street, and Bridge Street from Meadow Street to Church Street. The project consisted of approximately 7,400 square yards of asphalt mill and overlay, 4,300 linear feet of concrete curb and gutter, 25,000 square feet of ADA compliant concrete sidewalk, 12,200 square feet of brick sidewalk, 1,800 linear feet of 15-inch through 36-inch storm sewer, 35 storm structures, 57 decorative streetlights, traffic signs, and landscaping.

Phase II extended the Streetscape theme of new sidewalks, lighting, improved pedestrian crossings, curb and gutter, and mill and overlay the pavement on Main Street from Commercial Street to Liberty Road. Substantial completion was in December of 2021. Phase II included the construction of approximately 13,000 square yards of asphalt mill and overlay, 650 linear feet of concrete curb and gutter, 11,000 square feet of ADA compliant concrete sidewalk, 1,000 square yards of brick sidewalk, 15 decorative streetlights, traffic signs, landscaping, a new concrete alley, and a post-tension concrete basketball court.

Phase III will include pedestrian and bicycle improvements on Bridge Street from Church Street to First Street. The final phase will consist of asphalt mill and overlay, full sidewalk replacement, installation of crosswalk, signs, pedestrian lighting, brick accents, stormwater improvements, decorative rail on bridge, bike arrows and "Share the Road" signage. Phase III engineering design will begin in 2022.

This application will focus on Phase II of the Streetscape Project. The project cost was \$1,457,956. The City contracted with HDR Engineering and Sands Construction for Phase II.

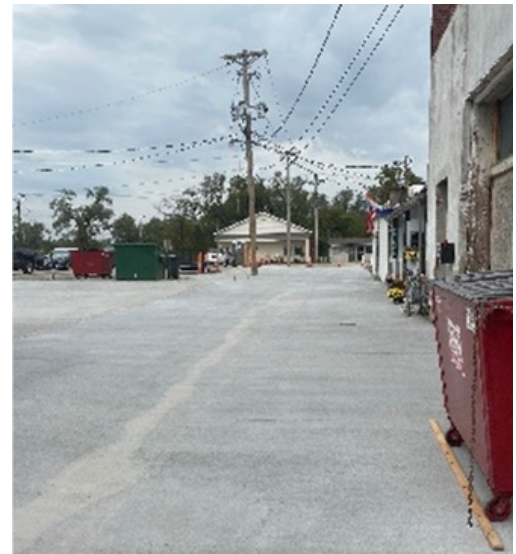
The City of Smithville is excited for the opportunity to apply for the APWA Public Works Project of the Year for Small Cities / Rural Communities for the APWA KC Metro Chapter.

NEED OF THE COMMUNITY

In the City of Smithville's Comprehensive Plan, a community priority of strengthened business and economic development emerged during the process. A key driver to the success of this priority is a vibrant downtown Main Street. The downtown streetscape project concept developed a vibrant, safe, and desirable downtown that attracts visitors and generates additional business investments. The Downtown Streetscape project was a ballot issue voted on by the public and authorized in April 2018.

The improved corridor provided a safer, more accessible, and bicyclist-friendly street which was sought after by the community. The existing two-way road was around 50-ft wide, which gave the impression of a highway to vehicle traffic going through the historic downtown. A "road diet" of the corridor was implemented reducing the linewidths to slow down traffic going to Smithville Lake. The reduced road allowed for a wider ADA-compliant sidewalk. The existing road had a double curb with no ramps and steps at many of the business entrances. The project added ADA compliant ramps and removed the business access barriers. The corridor also added shared bike travel lanes with added pavement markings.

In order to improve the area further, the City proposed additional improvements during Phase II which were approved by the Board of Aldermen. The City improved the Alley west of Bridge Street between Main and Church Streets. This alley had stormwater issues in the past which resulted in flooded local businesses. The new pavement has an inverted crown to allow drainage from properties to the street. The other addition to this project was a new basketball court at Heritage Park. This is a post-tension concrete court that will provide a very durable and long-lasting recreational activity in the Downtown area.



COMMITMENT TO SUSTAINABILITY



Instead of a full depth replacement of the street, the City opted to mill and overlay the portion of Streetscape Phase II. The City upgraded the traditional streetlights to LED lights. The switch allows the City to extend the life of the streetlights along the Streetscape. Additionally, the LED lights are more efficient by using less electricity than the traditional bulbs.



During the course of the project, rip-rap was installed on the north and south side of the streetscape project. This addition to the scope now helps to direct the water flow and runoff, preventing erosion in the area.

UNIQUE PROJECT ACCOMPLISHMENTS

Main Street east of Meadow Street to Wilkerson Creek Bridge showed some fatigue, due to the beginning of alligator cracking and potholes. The City extended the original project scope to extend the overlay to Wilkerson Creek Bridge.



ECONOMIC CHALLENGES

During the entire construction process, the changing health and safety protocols due to the COVID-19 virus were implemented. The contractor followed all masking and social distancing requirements while working on this project.

Due to the scale of this project, the City utilized multiple revenue sources to fund this project. The City used the Transportation Sales Tax, General Fund, CIP Sales Tax, Capital Project Fund, and the Parks & Stormwater Sales Tax. The Public Works Department worked closely with the Finance Department to plan for the appropriate funding for this project.

The City's Public Works Director collaborated with a local business to share the cost for the alley way repair. City staff and the Engineering firm met with the business owner to discuss the design of the alley way, and worked together to approve the final design. The City worked with the other businesses to minimize the disturbance to their operations. Additionally, the City allowed for a local business to utilize the bid pricing to reconstruct parking areas.



CREATIVE PROJECT APPROACH

In the original planning of the project, an alley way and basketball court were not in the original design. Staff proposed the two additional ideas to improve the area even more. Due to the poor draining in the alley way, it would have caused stormwater issues in the new streetscape. This addition to Phase II of the project will help to alleviate stormwater issues in the downtown area.

Streetscape Phase II extends the newly constructed Main Street Trail, which connects the downtown corridor to Smith's Fork Park. Visitors of downtown can easily access the park, because of the improved sidewalks and pedestrian crossings. The improvements to Main Street allow pedestrians to have safer access to the downtown restaurants, shops, and parks. Additionally, the new bike sharrows allow for road users to share the road with bicyclists. Before this project, there were no dedicated bike lanes for cyclists. The dedicated bike lanes have improved the visibility of cyclists and messaged all road users to share the road.

The project greatly improved the sidewalks in the area, which has increased the safety of our pedestrians. In Smithville's Parks and Recreation Master Plan, citizens prioritized the need for more usable sidewalks. The new sidewalks are ADA accessible and create better access to our local downtown amenities.

CONSTRUCTION PROCESS

Throughout the construction process, the City notified residents when crews would be working in the area. The City required traffic control plans during construction. Public Works regularly provided the Board of Aldermen with progress updates to keep them informed of the construction timeline. These updates were available for the public to view and provide public comment on.

Throughout the duration of the project, the City communicated with the downtown business district. The coordination allowed the businesses to stay open during the construction. In order to minimize the impact, the construction was phased to work with property owners to utilize alternate entrances and the timing of storefront replacements.

The construction occurred during the peak seasons for local community events. The Public Works Department coordinated closely with the Main Street District to be aware of the timing of events throughout the construction. The City developed a construction schedule to allow for downtown events, parades, community runs, and car shows to still take place. This took substantial coordination with the contractor to not disrupt the plans for these valuable community events.

Additionally, Streetscape Phase II provided the opportunity to construct ADA compliant entrances to historic buildings in the area.



ENVIRONMENTAL PRESERVATION

The City installed new stormwater infrastructure to help improve the drainage in the area. The City provided additional erosion control to help alleviate potential stormwater issues in the future.



ADDITIONAL EFFORTS

The City utilized Streetscape Phase II to improve the way of life of our community. The goal of the project is to make the downtown area more accessible for all road users whether they are driving, biking, wheeling, jogging, or walking. The Streetscape project prioritized ADA accessibility during the construction. The City provided ADA accessibility to historic buildings that were not accessible prior to the improvements.



Curb bulbs were constructed to provide a shorter pedestrian crossing distance and slow vehicle speeds in the area. A Rapid Flashing Beacon (RFB) was installed at the pedestrian crosswalk on Main Street to allow visitors and residents to safely cross the road at a busy intersection. A raised pedestrian crosswalk was installed at the end of the downtown business area and the beginning of Heritage Park. The raised crosswalk allows for better pedestrian visibility as well as controls the traffic speeds in the area.



The City acquired more maintenance responsibility that was originally provided by Evergy due to the construction of LED streetlights. The City capitalized on these improvements to make strides in the City's sustainability goals. In 2021, staff started to maintain the streetlights on the Streetscape, and responds to any lighting concerns from the public. This new effort has required coordination between the Public Works and Parks & Recreation Departments.

MAIN STREET TRAIL

CITY OF SMITHVILLE, MO

JANUARY 28, 2022



APWA 2022 Public Works Project of the Year for Small Cities / Rural Communities

Contact:

Charles F. Soules, P.E.

Public Works Director

csoules@smithvillemo.org

(816) 532 - 3897



INTRODUCTION



Located on the northern edge of the Kansas City Metropolitan Area, the City of Smithville is experiencing growth and investment. According to US Census Data (2020) Smithville's population size is 10,406.

The Main Street Trail accomplished a long-term community vision of connecting the historic Main Street corridor with the Smithville Lake trails, creating a unique recreational route for citizens and visitors. The project is an 8-foot wide, 1.3-mile, multi-use paved trail on Main Street from Liberty Road to Litton Way to facilitate pedestrians and bicyclists from downtown Smithville to Smith's Fork Park adjacent to Smithville Lake. The project was completed on April 11, 2021.

The City's voter-approved 2018 bond issuance anticipated construction of the Main Street Trail. To leverage this funding, the City applied for a State of Missouri Department of Natural Resources Recreational Trail Program (RTP) grant which will provided a 20% match to cover construction costs and amenities. Amenities included bike fix-it stations, bike racks, water fountains, water bottle fillers, a pet fountain, a smart solar bench, and a Rapid Flashing Beacon pedestrian activated crosswalk. The Main Street Trail is the first multi-use pathway in the City of Smithville.

The City of Smithville is excited for the opportunity to apply for the APWA Public Works Project of the Year for Small Cities / Rural Communities for the APWA KC Metro Chapter.

OVERVIEW OF CONSTRUCTION DETAILS

The Main Street Trail created 1.3 miles of trail that connects a multi-use pathway to downtown streetscape improvements from Liberty Street to Smith's Fork Park. This trail allows for access to 31.2 miles of trail surrounding Smithville Lake.

The project is generally described as: construction of approximately 7,360 square yards of concrete trail and associated ADA ramps, 1,415 linear feet of curb and gutter, 1,145 linear feet of 12-inch through 48-inch storm sewer, 15 storm structures, site restoration including asphalt surfacing, and all associated appurtenances. Side roads and entrances will be replaced, and trailhead amenities installed. The total project cost was \$1,431,184. The City was awarded \$291,102 from the 2019 RTP Grant. The City contracted with CFS Engineers and Amino Brothers for the completion of the Main Street Trail.



NEED OF THE COMMUNITY

The Main Street Trail accomplished a long-term community vision of connecting the historic Main Street corridor with Smithville Lake trails, creating a unique recreational route for citizens and our many visitors. The project is an 8-foot wide, 1.3 mile multi-use paved trail on Main Street from Liberty Road to Litton Way to facilitate pedestrians and bicyclists from downtown Smithville to Smith's Fork Park adjacent to Smithville lake.

Curb, gutter, and retaining wall sections were installed along the trail path. The improvements will create an opportunity to connect citizens and visitors to downtown, three parks, campgrounds, and residential neighborhoods.

Trails and recreation continue to be a part of the community's vision for the future of Smithville as highlighted in the Parks and Recreation Master Plan.

The City installed a pedestrian counter in September 2021. The first 60 days after the pedestrian counter was installed, the trail had 2,593 users. The City expects the overall use to increase during the spring and summer months in 2022.



COMMITMENT TO SUSTAINABILITY



Bicyclists who currently ride around the lake now have a safe, modern pathway to travel to downtown Smithville. Before the trail was installed, there was no way to access downtown Smithville from the Lake other than by vehicle. With the opportunity to travel by bike or foot, this will hopefully lessen the number of vehicular trips between downtown amenities and the Smithville Lake.



The City received a grant to install bike fix it stations, bike racks, water bottle fillers and a pet water fountain, smart solar benches and a crosswalk to provide support to residents and visitors.

UNIQUE PROJECT ACCOMPLISHMENTS

Smith's Fork Park is a 250 plus acre park that the City leases from the United States Army Corps of Engineers (Corps) for park purposes. During this process, the City went through a project review with the Corps for the Main Street Trail, since clearances were necessary to construct the trail.

This project was completed with 20% funding through the RTP Grant, a federally funded program. The City followed the standards for environmental review, real property acquisition (Uniform Act), and Buy America provisions.



ECONOMIC CHALLENGES

The City was initially limited in the types of amenities the trail would have based on the funds that were issued in the 2018 voter-approved bond.

In 2019, The City applied for the Missouri State Parks RTP grant to potentially receive additional funds that would enhance the overall trail project. The City of Smithville was awarded \$291,102.

The RTP grant allowed the City to purchase bike fix it stations, bike racks, water bottle fillers and a pet water fountain, smart solar benches and a crosswalk to provide support to residents and visitors. The City hosted public information meetings for public feedback on the proposed amenities.



CREATIVE PROJECT APPROACH

In 2018, voter-approved bond funds were dedicated to the completion of this trail. The City received grant funds that allowed the City to enhance the trail beyond the voter approved project and create a greater economic development impact through potential tourism. Smithville Lake hosts 1.5 million visitors each year and is the site for many events in the community including the Smithville Gravel Grinder Bike Race and Eagle Days.

There were investments through multiple public and private entities near the trail route. MoDOT upgraded the Wilkerson Creek Bridge on Main Street in Fall 2018, providing a safer connection for vehicles and paving the way for the installation of the trail. Additionally, the City is completing an estimated \$2.3 million streetscape project to upgrade the infrastructure on Main Street.

The project was desired by the community and all easements (temporary and permanent) were all donated to the City. The City provided new driveways for residents along the trail.

During the entire construction process, the changing health and safety protocols due to the COVID-19 virus were implemented. The contractor followed all masking requirements while working on this project.

CONSTRUCTION PROCESS

The City of Smithville worked with the contractors to minimize the impact to the community and residents throughout the construction process. Most of the construction was outside of pavement and street areas.

As with all construction projects, there are always items that are discovered during the process. Several storm sewers were completely plugged and rotted/rusted out and needed to be replaced across Main Street.

Street closings were planned and information was sent to the public via social media through Facebook, NextDoor, and the City's Website. Updates were continuously provided to the Governing Board. The Contractor kept strong communication with the Police Department, Fire Department, School District, and the Post Office directly throughout the construction process.

The contract specifications also listed several community events with dates the contractor was required to make sure the project site was secure and cleaned up which included street sweeping and parking equipment offsite.



ENVIRONMENTAL PRESERVATION

During the engineering process, an environmental engineer reviewed potential environmental factors for the trail. The trail addressed drainage issues and erosion control. The environmental factors were considered as the trail was designed to help minimize any potential degradation.



ADDITIONAL EFFORTS

The Main Street Trail is the first multiuse facility constructed in the City of Smithville. The project included solar benches that have wireless cellphone chargers available, bike fix it stations, and drinking fountains with water-bottle fillers and a pet drinking fountain.



The project also included several hundred feet of segmented block retaining wall to keep back slopes maintainable.

During the design and construction phases, the City worked to keep as many trees as possible.

The entire trail is ADA compliant, and a Rapid Floating Beacon (RFB) was installed at the pedestrian crosswalk on Main Street.



Nyloplast drainage basins were installed along the trail. These inlets cost less and are easier to install. The basins include a “mud/trash trap” that allows for pollutants to settle in the bottom of the structure and can be vacuumed out and disposed of so they do not reach the receiving streams.



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Development

AGENDA ITEM: Resolution 1018 Street Name Change – Eagle Ridge Subdivision

REQUESTED BOARD ACTION:

A Motion to Approve Resolution 1018, Street Name Change in Eagle Ridge Subdivision

SUMMARY:

The original plat for Eagle Ridge was approved in March, 2021, and included several street names. During the preparation for setting addresses on each lot, it was discovered that one section of Carriage Street that included both north/south and east/west portions would cause problems with the 911 addressing protocols. The safest correction would be to change the name of a short section of Carriage Street to Ridge Drive and allow correct street numbering.

PREVIOUS ACTION:

Resolution 892, setting original street names, was passed in March, 2021.

POLICY OBJECTIVE:

Approve appropriate development in the city.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1018

A RESOLUTION CHANGING A STREET NAME IN EAGLE RIDGE SUBDIVISION

WHEREAS, the Board of Aldermen approved a final Plat for the Eagle Ridge Subdivision on March 23, 2021 by passage of Resolution 892, and;

WHEREAS, the subdivision includes several streets, including Carriage Street, which includes both north-south and east-west portions, and;

WHEREAS, street numbering protocols place even numbers on the west and north sides of streets and odd numbers on the east and south sides of streets to avoid confusion, and;

WHEREAS, the east-west portion of Carriage Street is numbered in accordance with its general east-west location in the city with odd numbers on the south side of the street, and;

WHEREAS, the north-south portion of Carriage Street should have even numbers on the west side of the street, but this would cause an even numbered house to be next door to an odd numbered house where the street changes directions, and;

WHEREAS, the Final Plat has been recorded and building permits will be issued soon on these streets, and;

WHEREAS, to avoid this potential confusion, renaming the short north-south portion of Carriage Street to Ridge Drive will eliminate any confusion as a result, and;

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

THAT THE NORTH-SOUTH PORTION OF CARRIAGE STREET IN EAGLE RIDGE THAT IS ADJACENT TO LOTS 31-38 IS HEREBY NAMED RIDGE DRIVE.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk





Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 1019 – Acknowledgement of an Emergency Purchase with Mid-America Pump

RECOMMENDED ACTION:

A motion to approve Resolution 1019, acknowledging an emergency expenditure in the amount of \$8,683.57 to Mid-America Pump to replace a lift station pump at Cedar Lakes Lift Station.

SUMMARY:

The Purchasing Policy outlines the spending authority of the City Administrator at \$7,500. From time to time, it is necessary for the administrator to authorize purchases exceeding that authority in order to address an immediate need. When this occurs, the Board is notified of the emergency need and that the administrator has authorized the necessary purchase.

To that end, authorization of an emergency purchase in the amount of \$8,683.57 is included in the attached resolution. This purchase was approved by the City Administrator after staff discovered problems with the lift station at Cedar Lakes during a preventive maintenance check. The pump has been repaired repeatedly by staff, and further repairs aren't possible. The replacement pump was ordered at the time the issue was discovered in order to avoid supply chain and increasing cost issues.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance for infrastructure are available in the Utilities budget.

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: Memo from Utility Manager | |

RESOLUTION 1019

A RESOLUTION ACKNOWLEDGING AN EMERGENCY PURCHASE WITH MID-AMERICA PUMP IN THE AMOUNT OF \$8,683.57

WHEREAS, the City Administrator's purchasing authority is \$7,500, however in emergency situations, the City Administrator is authorized to make purchases that exceed that amount in order to expedite repairs or purchases for city needs; and,

WHEREAS, during preventive maintenance and servicing of lift station #2 at Cedar Lakes it was found that one pump is no longer working; and

WHEREAS, the pump and motor cannot be repaired and must be replaced.

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

THAT the Board acknowledges the emergency purchase with Mid-America Pump for an amount not to exceed \$8,683.57 to replace the pump and motor in lift station #2 at Cedar Lakes funds for this work are available in the 2022 Combined Water and Wastewater Utility operations budget.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



To: Chuck Soules
Public Works Director.

From: Robert Lemley
Utilities Superintendent.

Ref: Emergency purchase of Sewer pump.

Chuck

During our preventive checks and services of our lift station we found that Cedar Lakes lift station #2 one of the pumps do not work. The pump and motor are inoperative due to wear and tear.

We to replace this pump please see attached proposal.

Thank you.



5600 Inland Drive
Kansas City, Kansas 66106
Phone 913-287-3900
Fax 913-287-6641

REPAIR PROPOSAL

SKP: 7379

Customer PO #:

Repair Estimate: \$8,683.57

Prepared By #: Brad Saul

Replacement Price:

Date: 1/13/2022

Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville

First Name: Bob

Company:

Address: 107 W. Main Street

Last Name: Lemley

Address:

City: Smithville

Phone: (816) 532-0070

City:

State/Zip Code: Missouri 64089-

Fax: (816) 532-8331

State/Zip Code:

Description of Problem

This is for a new pump at the Cedar Creek #2 lift station

Pump Information

Pump Make: Ebara

Model: 80DVCFU611

Style: Submersible Vortex pump

Pump RPM:

Motor RPM: 1760

☒ Seal

☐ Packing

Serial No:

HP: 15

Voltage: 460

Coupling:

Repair Description

Repair proposal to include:

1ea new Ebara 80DVCFU611/15HP/460V/10.35" impeller trim

Labor to remove the old pump, take the discharge bracket off of it and install on the new pump; wire up the new pump and set rotation; lower pump into the well and test run. Truck and MLS charges

Motor for the pump is due in at the end of February, so the pump would be available the 1st or 2nd week of March. So long as the pump is ordered before parts are sold out

Does not include freight or anything else not listed above, please see terms and conditions

Application Information

Pumpage:

Head:

Flow:

Temp:

Viscosity:

Specific Gravity:

☐ Hazardous

☐ Rotation Left

☐ MSDS

☐ Rotation Right

Terms and Conditions

1 Freight Charges Not Included

2 Taxes Not Included

3 Expedite Fees Not Included

4 Payment Terms - Net 30

5 Warranty Period - 90 Days

6 Proposal Valid for 30 Days

7 Teardown/Inspection/Field Service Hours/MLS will be charged if Equipment is Not Repaired or Replaced through Mid-America Pump



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1020 – Change Order No.1 to Campground Electrical Upgrade to Mr. Electric

REQUESTED BOARD ACTION:

A motion to approve Resolution 1020 – Change Order No.1 to Campground Electrical Upgrade bid with Mr. Electric.

SUMMARY:

The City received four bids in July of 2021 for project #21-16 Campground Electrical Upgrade. On July 19, 2021, the Board awarded the contract to Mr. Electric in an amount of \$63,020.83, not to exceed \$75,000.

Completion of electrical upgrades at the campground was identified as a need. Earlier in the summer of 2021, the Board reviewed use of additional fund balance available due to transfer of CARES fund reimbursement for public safety costs. At that time it was determined to use \$75,000 of those funds to complete this project. The work is being addressed on the northwest main breaker to accommodate the remaining 31 non-upgraded campsites to 50-amp, 30-amp, 20-amp capacity.

The bid was awarded four months before the project was to begin on November 1, due to the supply chain delay on electrical panels. From when the bid was awarded to the start of the project, the cost in other supplies needed for the project increased. This was an unforeseen issue that couldn't be planned for. The overall pricing for conduit, wire and pedestals increased to \$10,300. The total cost of the work is now \$73,320.83. This is still within the \$75,000 budgeted for the project.

PREVIOUS ACTION:

Board Awarded the contract to Mr. Electric on July 19, 2021

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

CARES fund reimbursement for public safety costs

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Contract

☐ Plans

- ☐ Staff Report
- ☒ Other: Invoice

☐ Minutes

RESOLUTION 1020

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO BID 21-16 CAMPGROUND ELECTRICAL UPGRADE TO MR. ELECTRIC

WHEREAS, on July 19, 2021, the Board approved Resolution 941 awarding bid 21-19 Campground Electrical Upgrade to Mr. Electric in the amount of \$63,020, not to exceed \$75,000; and

WHEREAS, the FY2022 Budget includes CARES fund reimbursement for public safety costs to increase electrical capacity at Smith's Fork Campground; and

WHEREAS, the overall pricing for conduit, wire and pedestals increased by \$10,300 due supply chain and inflationary increases.

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

THAT Change Order No. 1 be approved to bid 21-16 Campground Electrical Upgrade to Mr. Electric in the amount of \$10,300.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 15th day of February 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Mr. Electric
201 S Commercial Ave
Smithville, MO 64089
Phone (816) 532-4441

Invoice 61886320
Invoice Date 7/8/2021
Completed Date
Technicians Billy Muessig
Blake M
Deborah Muessig
Ethan O
Jason King
Shawn W

Billing Address
Smith Fork Campground
1601 DD Highway
Smithville, MO 64089 USA

Customer PO
Job Address
Smith Fork Campground
1601 DD Highway
Smithville, MO 64089 USA

Description of Work

Smith's Fork Park 31 pedestals

Task #	Description	Quantity	Your Price	Your Total
991010	RFP Base Price	1.00	\$63,020.83	\$63,020.83
991010	Increase in overall pricing for conduit, wire, and pedestals	1.00	\$10,300.00	\$10,300.00
Trim	Billing at 80% completion rate - 20% remains to complete the job 29 / 31 pedestals installed and wired up Waiting on 400 amp panel - est. arrival is 2/8/22	1.00	\$-14,664.17	\$-14,664.17
Potential Savings				\$0.00
Sub-Total				\$58,656.66
Tax				\$0.00
Total Due				\$58,656.66
Balance Due				\$58,656.66

Thank you again for choosing Mr. Electric!

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Electric to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$58,656.66

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due. Total Due: \$58,656.66

TERMS AND CONDITIONS

It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY Mr. Electric warrants, to the extent stated herein, electrical service or repair furnished by it. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

NOTICE TO OWNER This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be lien to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state. Each State's requirements for terms and conditions may vary for service or installation work as it pertains to limited warranties, notice to owner regarding liens, etc. Inquire with your contractor for any state specific conditions.

CALIFORNIA RESIDENTS ONLY NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a 'Preliminary Notice.' Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. To insure extra protection for yourself and your property, you may wish to take one or more of the following steps: (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional 'Waiver and Release' forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the 'Waiver and Release' forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the 'Waiver and Release' form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanics' Lien' signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

TEXAS RESIDENTS ONLY NOTICE TO OWNER

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Police Department

AGENDA ITEM: Approve Resolution 1021 – Adoption of the 2021 Clay County Local Emergency Operations Plan

RECOMMENDED ACTION:

A motion to approve Resolution 1021, adopting the 2021 Clay County Local Emergency Operations Plan.

SUMMARY:

The City has received an updated version of the Clay County Local Emergency Operations Plan. This Emergency Operations Plan lays the framework that will allow Clay County and the political subdivisions within the county to save lives, minimize injuries, protect property and the environment, preserve functioning civil government, ensure constituted authority, and maintain economic activities essential to the survival and recovery from natural and man-made disasters.

Adoption of the plan also requires signature by each Board member.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

None at this time

ATTACHMENTS:

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

- ☐ Contract
- ☒ Plan
- ☐ Minutes

RESOLUTION 1021

A RESOLUTION ADOPTING THE 2021 CLAY COUNTY LOCAL EMERGENCY OPERATIONS PLAN

WHEREAS, the City of Smithville, Missouri, is located in Clay County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, The City of Smithville, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability; and

WHEREAS, this plan is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Smithville; and

WHEREAS, this plan, when used properly and updated, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters;

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

THAT the Board of Aldermen do hereby approve the following:

Section 1. The updated Local Emergency Operations Plan incorporated by reference, on file in the office of the Clay County Emergency Management Director is hereby adopted.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Melissa Evans
Director of Emergency Management

CLAY COUNTY, MISSOURI

Michael L. Parson
Governor



CLAY COUNTY EMERGENCY MANAGEMENT

CLAY COUNTY SHERIFF'S OFFICE
14 S Water Street, Liberty, Missouri 64068
Phone: (816) 407-3730



January 28, 2021

The Clay County Emergency Management team, in conjunction with the State Emergency Management Agency, have developed and completed the review of Clay County's local emergency operations plan (LEOP) for 2021. This LEOP will enhance the emergency response capabilities in Clay County and will be reviewed and updated at least once every two years.

A copy of the LEOP and a Promulgation Statement are enclosed for your review and signature. Once you have signed, please return to me via email at mevans@sheriffclayco.com or mail to Clay County Emergency Management, 14 S. Water Street, Liberty, MO 64068.

If you have questions about Clay County's LEOP, please reach out and follow up with Clay County's EMD, Melissa Evans.

Sincerely,

Melissa Evans



A Nationally
Accredited
Agency

PROMULGATION STATEMENT

SMITHVILLE

Officials of The City of Smithville, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, properly used and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. By adopting this plan, the city agrees to accept the responsibility to follow this plan and its provisions. The city agrees to assign job responsibilities as appropriate and to use the forms, formats and charts provided in this plan. The city is free to add any additional operational guidelines and supplementary materials to their portion of the plan. However, these additional guidelines and supplements developed by the city shall not override the Clay County Emergency Operations Plan. Any additional operational guidelines or supplements developed by the city are for internal use only.

This plan and its' provisions will become official when it has been signed and dated below by the concurring government officials.

Mayor

Date

City Administrator

Date

City Alderman

Date

City Alderman

Date

—

City Alderman, Marv Atkins

Date

City Alderman, John Chevalier

Date

City Alderman, Rand Smith

Date

City Alderman, Kelly Kobylski

Date

**LOCAL EMERGENCY OPERATIONS PLAN
FY-2019 REVIEW**

Jurisdiction: Clay County Date of LEOP Review: 12/8/21

SEMA Regional Coordinator: Gloria Brandenburg

Identify LEOP review participants: (print name and title)

Melissa Evans-Emo

Anne Poelzl EM Planner

LEOP Distribution

Has the LEOP been distributed in accordance with the LEOP distribution list?

Yes ☒ No ☐

Promulgation Statement

Is the statement signed by the elected officials currently in office?
(Provide SEMA with an updated copy of the signed statement.)

Yes ☒ No ☐

Review of each section of the LEOP

- Attached is a copy of the LEOP review form to be completed.
- It is the responsibility of the jurisdiction to make the changes as identified on the review form.
- LEOP format: ☒ Traditional Functional ☐ ESF ☐ Agency/Department

The jurisdiction has been notified that supplemental planning information/documents are posted on the SEMA web site, <http://www.sema.dps.mo.gov>, under LEOP Planning Documents.

Distribution of LEOP changes

If changes are made to the LEOP as a result of this review, please ensure that they are distributed to all holders of the plan, including SEMA (provide SEMA a CD and/or paper copy).

A copy of this LEOP Review will be kept on file with SEMA and a copy forwarded to the jurisdiction's Senior Elected Official.

Acknowledgment of LEOP Review

Emergency Management Director:

Signature

Date



Dec 8, 2021

REVIEW OF EACH SECTION OF THE LEOP

Clay CO

ANNEX/ESF	CURRENT	CHANGES	COMMENTS
Preface	✓		
Basic Plan		✓	Update activation levels to mirror State EOC activation levels
Annex A, Direction and Control ESF #5, Emergency Management/Direction, Control, and Coordination	✓		
Annex B, Communications and Warning ESF #2, Communications	✓		
Annex C, Emergency Public Information ESF #15, External Affairs/Emergency Public Information	✓		
Annex D, Damage Assessment ESF #3, Public Works and Engineering/Critical Infrastructure and Key Resources Restoration	✓		
Annex E, Law Enforcement ESF #13, Public Safety and Security	✓		
Annex F, Fire and Rescue ESF #4, Firefighting ESF #9, Search and Rescue	✓		
Annex G, Resource and Supply ESF #7, Logistics Management and Resource Support	✓		
Annex H, Hazardous Materials ESF #10, Oil and Hazardous Materials Response	- N/A -		The MERC is responsible for the review of the hazardous materials plan.
Annex I, Public Works ESF #1, Transportation ESF #3, Public Works and Engineering/Critical Infrastructure and Key Resources Restoration ESF #12, Energy	✓		
Annex J, Evacuation ESF # ____	✓		
Annex K, In-Place Shelter ESF # ____	✓		
Annex L, Reception and Care ESF #6, Mass Care, Emergency Assistance, Housing, and Human Services		✓	Update EMS AS Reception and Care Coordinator
Annex M, Health and Medical ESF #8, Public Health and Medical Services	✓		
Annex N, Terrorism ESF # ____	✓		
Annex O, Catastrophic Event (Earthquake) ESF # ____	✓		
ESF #11, Agriculture and Natural Resources	✓		
ESF #14, Long-Term Community Recovery			
Additional Annexes/ESFs (add page if needed):			

Clay County LEOP Distribution List

Clay County Administrator	
Clay County Clerk	
Clay County Assessor	
Clay County Highway Department	
Clay County Facilities Management	
Clay County Purchasing	
Clay County Emergency Management Agency	
Public Information Officer (Clay County Public Services)	
Clay County Health Department	
Local Emergency Management Agencies	
Clay County Information Technology	
Clay County Regional Airport	
Clay County Hospitals	
County Red Cross Chapter	
Salvation Army	
Missouri State Highway Patrol Troop A	
State Emergency Management Agency	
Mid-Continent Library	
Clay County Prosecutor	
Clay County Risk Management	
TOTAL	

RECORD OF CHANGES

CLAY COUNTY EOP

[illegible]

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FOREWORD

NOTE: Where the term "political subdivisions" is used throughout this document it means cities and Villages.

- A. This Emergency Operations Plan lays a framework that will allow Clay County and the political subdivisions within the county to save lives, minimize injuries, protect property and the environment, preserve functioning civil government, ensure constituted authority, and maintain economic activities essential to the survival and recovery from natural and man-made disasters. It is not the intent of this plan to deal with those events that happen on a daily basis, which do not cause widespread problems and are handled routinely by the city and/or county agencies.
- B. This plan follows the principles and processes outlined in the National Incident Management System (NIMS). As a result, this plan institutionalizes the concepts and principles of the NIMS and the Incident Command System (ICS) into the response and recovery operations conducted within Clay County and the political subdivisions within the county.
- C. The NIMS provides a consistent, flexible, and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery, and mitigation.
- D. This plan was developed through the collaborative efforts of the Clay County Emergency Management Coordinator, other governmental and private entities throughout Clay County, and with assistance provided by the State Emergency Management Agency. During the development of this plan various agencies, organizations, and county governments were interviewed to discuss their roles, responsibilities, and capabilities in an emergency. This plan is a result of their input.
- E. The Clay County Emergency Operations Plan (EOP) is a multi-hazard, functional plan, broken into three components; (1) a basic plan that serves as an overview of the jurisdiction's approach to emergency management, (2) annexes that address specific activities critical to emergency response and recovery, and (3) appendices which support each annex and contain technical information, details, and methods for use in emergency operations.
- F. The Basic Plan is to be used primarily by the chief executive and public policy officials of a jurisdiction, but all individuals/agencies involved in the Clay County EOP should be familiar with it. The annexes are to be used by the operational managers and the appendices are for disaster response personnel.

- G. Every individual and agency that has a role in the response and recovery operations of Clay County and the political subdivisions within the county must be familiar with, and understand the contents of, this plan for it to be effective. Thus, the Clay County Emergency Management Coordinator will brief the appropriate officials on their roles in emergency management. The Coordinator will also brief the newly employed officials as they assume their duties.
- H. Each organization/agency with an assigned task will be responsible for the development and maintenance of their respective segments of the plan (See Part IV of the Basic Plan). They will review their plan no less than annually and update their portion of the plan as needed based on experience in emergencies, deficiencies identified through drills and exercises, and changes in government structure and emergency organizations. It is also the responsibility of those organizations/agencies that make changes to this plan to provide a copy of those changes to the Clay County Emergency Management Coordinator.

PROMULGATION STATEMENT

Officials of Clay County, in conjunction with the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, when used properly and updated annually, can assist local government officials in accomplishing one of their primary responsibilities that is -- protecting the lives and property of their constituents. This plan and its' provisions will become official when it has been signed and dated below by the concurring government officials.

Presiding Commissioner
Clay County

Date

Commissioner, Eastern District
Clay County

Date

Commissioner, Western District
Clay County

Date

Emergency Management Director
Clay County

Date

PROMULGATION STATEMENT

AVONDALE

Officials of The City of Avondale, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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This plan and its' provisions will become official when it has been signed and dated below by the concurring government officials.

Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

BIRMINGHAM

Officials of The City of Birmingham, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

CLAYCOMO

Officials of The City of Claycomo, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

EXCELSIOR SPRINGS

Officials of The City of Excelsior Springs, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

GLADSTONE

Officials of The City of Gladstone, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

GLENAIRE

Officials of The City of Glenaire, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

HOLT

Officials of The City of Holt, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

KEARNEY

Officials of The City of Kearney, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

LAWSON

Officials of The City of Lawson, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

LIBERTY

Officials of The City of Liberty, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

MISSOURI CITY

Officials of The City of Missouri City, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

MOSBY

Officials of The City of Mosby, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

NORTH KANSAS CITY

Officials of The City of North Kansas City, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

PLEASANT VALLEY

Officials of The City of Pleasant Valley, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

SMITHVILLE

Officials of The City of Smithville, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

VILLAGE OF OAKVIEW

Officials of The Village of Oakview, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

VILLAGE OF OAKWOOD

Officials of The Village of Oakwood, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

VILLAGE OF OAKWOOD PARK

Officials of The Village of Oakwood Park, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability.

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Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

VILLAGE OF THE OAKS

Officials of The Village of the Oaks, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, properly used and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. By adopting this plan, the city agrees to accept the responsibility to follow this plan and its provisions. The city agrees to assign job responsibilities as appropriate and to use the forms, formats and charts provided in this plan. The city is free to add any additional operational guidelines and supplementary materials to their portion of the plan. However, these additional guidelines and supplements developed by the city shall not override the Clay County Emergency Operations Plan. Any additional operational guidelines or supplements developed by the city are for internal use only.

This plan and its' provisions will become official when it has been signed and dated below by the concurring government officials.

Mayor

Date

City Manager

Date

City Councilperson

Date

City Councilperson

Date

PROMULGATION STATEMENT

RANDOLPH

Officials of The City of Randolph, in conjunction with the Clay County Emergency Management and the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, properly used and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. By adopting this plan, the city agrees to accept the responsibility to follow this plan and its provisions. The city agrees to assign job responsibilities as appropriate and to use the forms, formats and charts provided in this plan. The city is free to add any additional operational guidelines and supplementary materials to their portion of the plan. However, these additional guidelines and supplements developed by the city shall not override the Clay County Emergency Operations Plan. Any additional operational guidelines or supplements developed by the city are for internal use only.

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GLOSSARY OF TERMS AND ACRONYMS

AD: Animal Disease

AOL: Activities of daily living- activities such as eating, dressing, and bathing without assistance that are used to measure a person's need for care.

ACC: Acute Care Center - A system that is designed, organized, equipped, and staffed specifically to provide inpatient medical services to treat patients who need inpatient treatment but do not require mechanical ventilation and those who are likely to die from an illness resulting from an agent of bioterrorism.

ARC: American Red Cross

ACCESS AND FUNCTIONAL NEEDS (formerly Special Needs) Children and adults with access and functional needs may have physical, sensory, mental health, cognitive and/or intellectual disabilities affecting their ability to function independently without assistance. Others who may also have access and functional needs include, but are not limited to, women in late stages of pregnancy, elders and individuals needing bariatric equipment or communication assistance.

ARES: Amateur Radio Emergency Services

BIOLOGICAL AGENTS: Living organisms or materials derived from them that cause disease; harm humans, animals, or plants; or deteriorate materials.

CCPHC: Clay County Public Health Center

CERT: Community Emergency Response Team

CHEMICAL AGENT: A chemical substance intended to kill, seriously injure, or incapacitate people through physiological effects.

CHEMTREC: Chemical Transportation Emergency Center

CBRNE: Chemical, Biological, Radiological, or Explosive

CONTINGENCY: For more effective planning, a construct that groups similar hazards and activities related to possible incidents.

CYBER TERRORISM: "Malicious conduct in cyberspace to commit or threaten to commit acts dangerous to human life, or against a nation's critical infrastructures ... in order to intimidate or coerce a government or civilian population ... in furtherance of political or social objectives."

DHS: Department of Homeland Security

DHSS: Department of Health and Senior Services

DISASTER: For the purpose of the plan, a disaster is described as any type of situation that endangers life and property to a degree that a concentrated effort of emergency services be coordinated on a larger scale to contain the situation. Examples would be tornados, floods, explosions, earthquakes, hazardous materials, or larger scale civil disobedience.

DMORT: Disaster Mortuary Operations Response Team

DPS: Department of Public Safety

DRC: Disaster Recovery Center

EAS: Emergency Alert System: (formerly known as the Emergency Broadcast System) A communication and warning system set by the federal government in order for emergency messages to be broadcast via radio and TV stations.

EMS: Emergency Medical Services

ENS: Emergency Notifications System

EOC: Emergency Operations Center: A physical location where direction and control, information collection is evaluated and displayed, where coordination among response agencies takes place, and resources managed.

EOP: Emergency Operations Plan

EPI: Emergency Public Information

ESSENCE: (Electronic Surveillance System for Early Notification of Community-based Epidemics) - Electronic hospital emergency department data collection within the DHSS to identify and monitor infectious disease threats/outbreaks within the state, leading to early interventions to halt the spread of the disease as much as possible.

EXERCISE: An activity designed to promote emergency preparedness; test or evaluate emergency operations plans, procedures, or facilities; train personnel in emergency response duties, and demonstrate operational capability. There are three specific types of exercises: Tabletop, Functional, and Full Scale.

FAD: Foreign Animal Diseases

FEMA: Federal Emergency Management Agency: An agency established in 1979, which consolidated emergency agencies and functions into one organization.

FRP: Federal Response Plan

FRRT: Forward Regional Response Team

FUNCTIONAL AREA: A major grouping of functions/ tasks that agencies perform to carry out awareness, prevention, preparedness, response, and recovery activities.

HAN: Health Alert Network - Statewide electronic communications system designed to provide epidemiological and treatment information as well as emergency and non- emergency information to individuals/organizations with disaster-related responsibilities.

HAZARD ANALYSIS: The process of identifying the potential hazards that could affect the jurisdiction and determine the probable impact each of these hazards could have on people and property.

HAZARDOUS SUBSTANCE: Any substance or mixture of substances that presents a danger to public health, public safety, or the environment.

HAZMAT: Hazardous Material

HSEEP: Homeland Security Exercise and Evaluation Program.

HSRRS: Homeland Security Regional Response System

INCIDENT: An occurrence in which hazards or threats result in a harmful, dangerous, or otherwise unwanted outcome.

IC: Incident Command

ICS: Incident Command System

JIC: Joint Information Center

JOC: Joint Operations Center

LEPC: Local Emergency Planning Committee

LEOP: Local Emergency Operations Plan

LOCAL GOVERNMENT: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local jurisdiction. This term also applies to an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation. It also applies to a rural community, unincorporated town or village, or other public entity. (As defined in Section 2 (10) of the Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135, et seq. (2002).)

LPHC/D: Local Public Health Center/Department

MARS: Military Affiliate Radio System

MASS CARE: Coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, and coordinating bulk distribution of emergency relief items.

MERIS: MO Emergency Resource and Information System - A statewide, web-based system for incident management, resource tracking, communications, and asset request processing during and emergency event.

MFDA: Missouri Funeral Directors Association

MOA: Memorandum of Agreement

MOCIL: MO Centers for Independent Living

MODOT: MO Department of Transportation

MOU: Memorandum of Understanding

MOVOAD: MO Volunteers Active in Disaster

MPCDD: MO Planning Council for Development Disabilities

MPHA: MO Public Health Association

MSHP: Missouri State Highway Patrol

MUMDRT: MO United Methodist Disaster Response Team

MULES: Missouri Uniform Law Enforcement System

NAWAS: National Warning System - A land line network for transmitting and receiving emergency information to federal, state, and local agencies that have NAWAS drops (phones). It was designed specifically for warning in the event of a national emergency; now it is used in transmitting and receiving other emergency information, such as severe weather.

NGOs: Non-Governmental Organizations

NEHC: Neighborhood Emergency Health Center - A Community-based outpatient center that directs casualties and "worried well" away from emergency departments (ED) allowing hospitals to continue to remain open in some capacity. Renders basic medical evaluation and triage, allowing medical providers to focus their efforts and make efficient use of limited resources.

NERRTC: National Emergency Response and Rescue Training Center

NIC: NIMS Integration Center

NIMS: National Incident Management System

NRF: National Response Framework

NRP: National Response Plan

NTAS: National Terrorism Advisory System

PC: Personal Care - Basic Personal care services are generally medically oriented tasks, designed to meet the maintenance needs of the individuals with chronic health conditions who need assistance with activities of daily living. Basic PC services may include any of the following activities such as dietary, dressing, grooming, toileting, continence, mobility / transfer, self-administration of medication, and medically related household tasks.

PIC: Public Information Coordinator

POLITICAL SUBDIVISIONS: County, City, Town, Village, or any Fire District created by law.

RACES: Radio Amateur Civil Emergency Services

RADIATION (NUCLEAR): High-energy particles or gamma rays emitted by an atom undergoing radioactive decay. Emitted particles can be charged alpha or beta particles, or neutral neutrons.

SA: The Salvation Army

SAC: Special Agent in Charge

SAFEGUARDING VITAL RECORDS: Measures by government that protect vital records the government must have to continue functioning during emergency conditions and to protect the rights and interests of citizens during and after the emergency.

SAVE: Structural Assessment and Visual Evaluation Coalition

SEMA: State Emergency Management Agency: Prepares and maintains state emergency operations plan, the state EOC and assists local government in developing and maintenance of their operations plans and centers. It is also responsible for radiological support, damage assessment, and emergency public information.

SEOC: State Emergency Operations Center

SEOP: State Emergency Operations Plan

SNS: Strategic National Stockpile

SILC: Statewide Independent Living Council

SOG: Standard Operating Guidelines - A ready and continuous reference to those procedures which are unique to a situation, and which are used for accomplishing specialized functions.

SOP: Standard Operating Procedure - A ready and continuous reference to those approved procedures which are unique to a situation, and which are required by the proper authority to be accomplished when performing a specific task.

SUCCESSION: The process established to list the order, line, or interim personnel entitled to succeed one another under emergency conditions.

SURGE CAPACITY: To manage patients that requires unusual or very specialized medical evaluation and care. Requirements span the range of specialized medical and health services and include patient problems that require special intervention to protect medical providers, other patients, and the integrity of the medical care facility.

TSA: Transportation Security Administration

TERRORISM: The unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives

THREAT: An indication of possible violence, harm, or danger

VECTOR: Disease carrier

WMD: Weapons of Mass Destruction

NIMS Definitions and Acronyms

In an effort to standardize terminology, NIMS has developed a list of definitions and acronyms that should be incorporated into existing EOPs. Review the definitions and acronyms below and replace language in your existing plan with the NIMS verbiage. Be mindful that your plan may contain terms that are the same but have a different definition, or the definitions may be the same and the term is different. The same may be true for acronyms. Your EOP may currently have acronyms with different meanings from those in the NIMS. Compare the acronyms in your EOP document and replace any that are the same but have different meaning from the NIMS acronyms. The overall purpose is to be consistent with the NIMS whenever possible. A NIMS compliant EOP will include all the definitions and acronyms below. Additional definitions and acronyms that are site specific should also be included and modified as described above. The NIMS compliant EOP will not only ensure these changes are made in the glossary section but also institutionalized throughout the EOP.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assessing or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed. Area Command becomes Unified Area Command when incidents are multi- jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis of decision-making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need-to-know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidentially declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOCs): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objective reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another or request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operations periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups and fora that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualifications and Certification: The subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet the basic human needs.

- Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualification.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Local Emergency Operations Plan **Functional Annex and ESF Crosswalk**

<u>Functional Annex</u>	<u>Emergency Support Function (ESF)</u>
A – Direction & Control	#5 – Emergency Management
B – Communications & Warning	#2 – Communications
C – Emergency Public Information	#15 – External Affairs
D – Damage Assessment	#5 – Emergency Management #14 – Long-Term Community Recovery
E – Law Enforcement	#13 – Public Safety and Security
F – Fire & Rescue	#4 – Firefighting #9 – Search and Rescue
G – Resource & Supply	#7 – Resource Support
H – Hazardous Materials	#10 – Oil and Hazardous Materials Response #12 – Energy
I – Public Works	#1 – Transportation #3 – Public Works and Engineering #12 – Energy
J – Evacuation	N/A *
K – In-place Shelter	N/A *
L – Reception & Care	#6 – Mass Care, Emergency Assistance, Housing and Human Services #11 – Agriculture and Natural Resources
M – Health & Medical	#8 – Public Health and Medical Services
N – Terrorism	#5 – Emergency Management #10 – Oil and Hazardous Materials Response #13 – Public Safety and Security
O – Catastrophic Event (Earthquake)	All ESFs

* No corresponding ESF.

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EMERGENCY OPERATIONS PLAN BASIC PLAN (BP)

I. PURPOSE

This plan will establish policies and procedures that will allow the government of Clay County and each of the political subdivisions within the county to save lives, minimize injuries, protect property, preserve functioning civil government, and maintain economic activities essential to their survival and recovery from natural, man-made and technological hazards. It establishes the guidelines for conducting efficient, effective, coordinated emergency operations involving the use of all resources belonging to these jurisdictions or available to them.

On February 28, 2003, the President of the United States issued Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This system provides a consistent nationwide template to enable federal, state, local, and tribal governments, and private-sector and nongovernmental organizations to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism. This document establishes the basic elements of the NIMS and provides mechanisms for the further development and refinement of supporting national standards, guidelines, protocols, systems, and technologies.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County is located in the northwest part of Missouri and is surrounded by Clinton County to the north, Ray County to the east, Jackson Comity to the south and Platte County to the west. The city of Liberty is the county seat. There are 558.6 people per square mile and 397.30 square miles of land area, according to 2010 estimated U.S. Census data.
2. According to 2019 U.S. census estimates, Clay County has a total population of 249,948. The incorporated cities/villages within the county and their populations are as follows:

Avondale	456	Missouri City	101
Birmingham	206	Mosby	249
Claycomo	1,343	North Kansas City	4,467
Excelsior Springs	11,553	Pleasant Valley	2,743
Gladstone	27,063	Smithville	10,406
Glenaire	539	Village of the Oaks	139
Holt	471	Village of Oakview	396
Kansas City (N)	190,000	Village of Oakwood	205
Kearney	10,404	V. Oakwood Park	182
Lawson	224	Prathersville	121
Liberty	30,167	Randolph	51

The population of the unincorporated areas of the county is 15,843.

3. Clay County is vulnerable to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. The identified natural, man-made and technological hazards include the following (see Appendix 5 to the Basic Plan for further information):

urban/structural fire	tornadoes	pipeline accident
wildfires		hazardous materials incident
earthquake		transportation accident
drought		power failure
severe winter storms		civil disorder
dam failure		terrorism
heat wave		nuclear attack
public health emergency		

4. The Clay County Emergency Operations Plan is written for unincorporated Clay County and each of the political subdivisions (city, town, village, or fire district created by law) located within the county who formally adopt the plan. For definition purposes, this plan and the responsibilities of each political subdivision in this plan, uses Missouri Law RSMo 44.080 as the legal definition. RSMo 44.080 states that each political subdivision of this state shall establish a local organization for disaster planning in accordance with the state emergency operations plan and program. The executive officer of the political subdivision shall appoint a coordinator who shall have direct responsibility for the organization, administration, and operation of local emergency management operations subject to the direction and control of the executive officer or governing body. Each local organization for emergency management shall be responsible for the performance of emergency management functions within the territorial limits of its political subdivision, and may conduct these functions outside of the territorial limits as may be required pursuant to the provisions of this law
5. Clay County is a member of the Mid-America Regional Council (MARC) Local Emergency Planning Committee (LEPC), which manages the administrative requirements of the hazardous materials plan for the five Missouri counties in the Kansas City metropolitan area. The MARC Hazardous Materials Plan is referenced in Annex H

The MARC plan, and the fire department local response policy and procedures detailed in Annex H, constitute the County's Hazardous Materials Plan.

6. Incidents involving acts of terrorism will be managed as established in Homeland Security Presidential Directive Five (HSPD-5) and Presidential Decision Directive 39 (PDD-39) which provides specific policy guidance regarding the response to acts of terrorism. See Annex N for further information on terrorism incidents.

7. Clay County and each of the political subdivisions within the county has capabilities and resources, which, if effectively deployed, would minimize or eliminate the loss of life and damage to property in the event of an emergency or major disaster. This must include the utilization of private and voluntary organizations to the greatest extent possible.
8. Mutual aid agreements already exist between most of the county and city departments and/or agencies and are used on a regular basis. In addition, effective mutual aid agreements are in place with surrounding jurisdictions.
9. This emergency operations plan is being developed and maintained as required by local executive order, pursuant to Missouri State Law, Chapter 44, RSMo, and the all-hazard emergency planning guidance developed by the Missouri State Emergency Management Agency (SEMA).

B. Assumptions

1. Some of the situations as previously stated may occur after implementation of warning and other preparedness measures, but others may occur with little or no warning.
2. Officials of Clay County and each of the political subdivisions within the county are aware of the possible occurrence of an emergency or major disaster and are also aware of their responsibilities in the execution of this plan and will fulfill these responsibilities as needed.
3. The proper implementation of this plan will reduce or prevent the loss of lives and damage to property in Clay County and each of the political subdivisions within the county.
4. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with every occurrence. It may be necessary to request assistance through voluntary organizations, the private sector, mutual aid agreements, or state and federal sources.
5. Cities and villages formally adopting this plan have appointed a properly trained Emergency Management Director who ensures that all city and village staff and elected officials are properly trained on their duties and responsibilities during the four phases of emergency management

III. CONCEPT OF OPERATIONS

A. General

1. It is the responsibility of Clay County and each of the political subdivisions within the county to provide for a comprehensive emergency management program that meets the emergency needs of those who either have been, or might be affected by, an emergency or major disaster. When the emergency or disaster exceeds the local government's capability to respond, a formal request for assistance will be made by the county to the Missouri State Emergency Management Agency (SEMA). If additional assistance is needed beyond state capabilities, the state will coordinate requests to the proper federal agencies.
2. Pursuant to RSMo Chapter 44, the chief elected official of Clay County and each of the political subdivisions within the county is ultimately responsible for emergency management activities within the boundaries of their respective political jurisdictions. The Presiding Commissioner of Clay County is responsible for those activities in the unincorporated areas of the county (see Title II, Division 10, Chapter 11, of the Missouri Code of Regulations). The chief elected official of each political subdivision (i.e., Mayor, Village Board Chairperson) has a similar responsibility within their corporate boundaries. These officials can delegate their authority, but never their responsibility.
3. At no time will the Clay County Commissioners supersede the authority of the elected officials of any of the incorporated subdivisions unless: (1) requested to do so by those elected officials; (2) the local subdivisions' governmental body is incapacitated or ceases to exist, or (3) empowered to do so by the governor under the authority of Chapter 44, RSMo.
4. In those municipalities that have no emergency management capability, the county may control operations at the request of the chief elected official of the affected municipality.
5. This plan is based on the concept that the emergency functions assigned to the various groups, organizations, and individuals involved in this plan will parallel their normal day-to-day functions as closely as possible. The same personnel and material resources will be employed as much as possible in both normal and emergency functions.
6. Those day-to-day functions that do not contribute directly to the emergency operations may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the agency concerned. Political subdivisions should follow their ordinances when considering suspension of activities under this section.

7. This plan or portions thereof will be implemented according to the emergency classification and control procedures set forth in Appendix 3 to this Basic Plan. The procedures discussed under this Appendix will describe what happens when an emergency/disaster occurs, activation of an Emergency Operations Center (EOC), response procedures that will take place and notification of departments/individuals.

By County Court Order dated May 10, 1977, Clay County created an emergency management organization responsible for the preparation and implementation of emergency functions for Clay County in accordance with Chapter 44, RSMo and the State of Missouri Emergency Operations Plan.

B. Operational Time Frames

This plan is concerned with all types of hazards that may develop in Clay County or any of the political subdivisions within the county and must account for activities before, during and after an occurrence. The following operational time frames were established for the various actions to be performed within the scope of this plan:

1. Mitigation - A period of time during which activities are undertaken by individuals/departments to improve their capabilities to respond to a potential emergency and fulfill their assigned responsibilities.
2. Preparedness - A period of time during which activities are undertaken by individuals/departments to increase their readiness posture during periods of heightened risk.
3. Response - A period of time during which activities are undertaken by individuals/departments to respond to an occurrence that threatens or harms people/property.
4. Recovery - A period of time during which activities are undertaken by individuals/departments to provide for the welfare of the people following a disaster and/or emergency.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The emergency management organization for Clay County and each of the political subdivisions within the county will be set up along the following functional lines:

a. Direction and Control	Annex A
b. Communications and Warning	Annex B
c. Emergency Public Information	Annex C
d. Damage Assessment	Annex D
e. Law Enforcement	Annex E
f. Fire and Rescue	Annex F
g. Resource and Supply	Annex G
h. Hazardous Materials Response	Annex H
i. Public Works	Annex I
j. Evacuation	Annex J
k. In-Place Shelter	Annex K
l. Reception and Care	Annex L
m. Health and Medical	Annex M
n. Terrorism	Annex N
o. Catastrophic Events	Annex O
p. Agro-Terrorism	Annex P
q. Reserved for Future Use	Annex Q
r. Reserved for Future Use	Annex R
s. Morgue	Annex S
t. Airport	Annex T

2. Clay County has established an organization and developed plans and procedures to perform the functions listed above using all available resources.
3. Diagrams of the emergency management structure by emergency function for Clay County are located in Appendix 1 to this Basic Plan.

B. Assignment of Responsibilities

1. Specific groups, departments, agencies and individuals will be assigned a primary responsibility to prepare for and to perform (coordinate) each of the functions listed previously. Others will be assigned a support responsibility. In some cases, a function will be assigned to a county official/agency or a combination thereof. Assignments for Clay County are identified on charts in Appendix 2 to this Basic Plan. Note: Each of the political subdivisions located within the county who has formally adopted this plan should have a similar chart for their political subdivision included within the respective annexes of this plan.
2. The specific tasks to be performed in each function are found in detail in each functional annex. Attachment B to this Basic Plan contains a basic list of task assignments by function common for both the county and organizations.
3. It will be the responsibility of those agencies and individuals having a primary and/or support assignment to develop and maintain current Standard Operating Guidelines (SOG) and checklists which detail how their assigned tasks will be performed to implement this plan.
4. Departments and organizations tasked with emergency responsibilities will address the requirements of access & functional needs (i.e., provide for medical needs, transportation, mid other emergency support for the handicapped, elderly, etc.).
5. WebEOC, the online system that provides a central location for situation awareness during an incident, will be activated and used to help coordinate a fast and effective response.

V. DIRECTION AND CONTROL

- A. The chief elected official of Clay County and each of the political subdivisions within the county (or their designated representative) are responsible for all emergency management activities to include implementing this plan and directing emergency response within their jurisdiction. The chief elected officials also are responsible for declaring a state of emergency and requesting county, state and federal assistance when appropriate (see Appendices 4 and 6 to this Basic Plan).
 - B. The Emergency Management Director/Coordinator of Clay County and each of the political subdivisions within the county is responsible for the following:
-

1. Brief appropriate officials and new employees on their roles in emergency management.
2. Coordinate all emergency management activities.
3. Make decisions on routine, day-to-day matters pertaining to emergency management.
4. Advise elected officials on courses of action available for major decisions.
5. Ensure proper functioning and staffing of the EOC and coordinate EOC operations during an emergency.
6. Prepare emergency proclamation/resolution of a state of emergency when/if appropriate (see Appendix 6 to this Basic Plan).
7. Act as liaison with other local, state, and federal emergency management agencies.
8. Ensure maintenance of the emergency operations plan.
9. Other duties as outlined in the local ordinances, court orders, and agreements.

C. Emergency Operations Center (EOC)

1. Direction and control will originate from the EOC. Local jurisdictions will establish an EOC within their boundaries.
2. The primary EOC for Clay County will be located at the Clay County Sheriff's Office Training Room in Liberty. In the event that the primary EOC cannot be used, an alternate EOC has been identified. See Annex A for further information about the EOC.
3. The EOC will be staffed according to the level of emergency. See Appendix 3 to this Basic Plan.

VI. CONTINUITY OF GOVERNMENT

A. Lines of Succession

1. Clay County

- a. Presiding Commissioner
- b. Western Commissioner
- c. Eastern Commissioner
- d. County Administrator
- e. Sheriff
- f. Other elected officials by seniority

2. Political Subdivisions

The line of succession for each incorporated subdivision is from the mayor (or Chairman) to the Mayor Pro-Tern to be followed by members of the City Council (or Board of Aldermen) as they decide.

The following incorporated cities have established a legal basis for their emergency management organizations by city ordinances:

Claycomo
Excelsior Springs
Gladstone
North Kansas City
Kearney
Mosby
Randolph

Lawson
North Kansas City
Liberty
Pleasant Valley
Holt
Smithville

The following cities/villages have established agreements with Clay County Emergency Management for preparation and implementation of emergency functions:

Avondale
Village of Oakview
Village of Oakwood
Village of Oakwood Park
Village of Oaks

Birmingham
Glenaire
Missouri City
Prathersville

3. Clay County Emergency Management Division, Sheriff's Department
 - a. Emergency Management Director
 - b. Emergency Management Specialist
 - c. Emergency Management Administrative Assistant
4. The individual or agency responsible for each annex (emergency function) identified in this plan must establish a line of succession and ensure that departmental personnel and the Emergency Management Director are informed of this line of succession (refer to each annex of this plan).
5. In the event that circumstances resulting from a disaster prevent a political entity from performing effective operations, the next higher political subdivision may assume authority until that political entity is able to adequately resume operations.

B. Preservation of Records

1. Vital records for Clay County are in various forms such as paper, microfilm, or electronic (computerized). Paper records are kept in the basement of the Justice Center. Computer records for county departments are downloaded to other Clay County building sites. Other political subdivisions within the county are responsible for their own preservation of records. Details of record storage for these entities can be obtained from the respective political subdivision(s).
2. In order to provide normal government operations after a disaster, all vital records of both a public and private nature recorded by county/city officials such as clerks, collectors, assessors, etc. must be protected and preserved. These would include records or documents, regardless of medium (paper, microfilm, audio or video tape, computer disk) which, if damaged or destroyed, would disrupt business operations and information flow. The following guidelines will apply:
 - a. Certain records and documents are vital to the continuance of government following a major disruption of normal activities such as a major disaster. These records and documents are to be identified by officials responsible for their day-to-day maintenance.
 - b. Resources from local government will be allocated to provide for one or more of the following options:
 - (1) Duplication of all such records;
 - (2) Timely movement to secure or safe areas outside the danger area; and/or
 - (3) development of secure and safe storage areas within the jurisdiction.

3. Each emergency support service (i.e., law enforcement, fire, public works, health, etc.) must establish procedures to protect records deemed essential for continuing government functions and the conduct of emergency operations.
4. Additional information on preservation of records can be obtained from the Missouri Secretary of State's Office in Jefferson City, Missouri.

VII. ADMINISTRATION AND LOGISTICS

- A. Whenever possible, procurement of necessary resources will be accomplished using normal, day-to-day channels. Emergency purchasing procedures are identified in Annex G, VII. Administrators & Logistics, A-1.
- B. During unusual situations when such constraints would result in the loss of life and property, normal requisition procedures can be circumvented. This will be done under the authorities and by the procedures set forth in state, county and/or local ordinances.
- C. Accurate records of all actions taken in an emergency are essential for the design of mitigation activities, training and settling possible litigation. Each department head, or person responsible for an emergency function, must keep detailed, accurate records of all actions taken during an emergency.
- D. Agreements and understandings with other local jurisdictions, higher levels of government, and other agencies can be utilized to supplement local resources should an emergency situation exhaust the capabilities of Clay County and each of the political subdivisions within the county. Requests for such assistance will be made in accordance with negotiated mutual aid agreements and understandings. All such agreements should be formalized in writing whenever possible.
- E. Disaster assistance from the state or federal government will be utilized in accordance with their provisions and statutes. Requests for such assistance will be made in accordance with the procedures as set forth in Appendix 4 to this Basic Plan.
- F. Resource and supply matters have been addressed in Annex G. The Resource and Supply Coordinator has identified those resources available in Clay County. This list will be expanded to include critical resources and those available from neighboring jurisdictions, military installations, and the state and federal governments.

- G. Procedures for the inventory, storage, and maintenance of resources, including donations and services of the private sector, will be as specified in the appropriate annexes or standard operating guidelines.
- H. Discrimination on the grounds of race, color, religion, nationality, sex, age, physical impairment, or economic status will not be allowed in the execution of emergency management functions. This policy applies to all levels of government and the private sector.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. Review and written concurrence of this plan and its annexes will be accomplished as follows: Each agency/department of government and private sector organizations assigned emergency responsibilities will review this plan. They will report their concurrence to their chief elected officials through the Clay County Emergency Management Director. The Clay County Commissioners and Emergency Management Director will sign the promulgation document for all departments and organizations. The adopting political subdivision on its behalf will sign the promulgation document for all departments and organizations within and forward a copy to the Clay County Emergency Management Director to keep on file.
- B. The Clay County Emergency Management Director will instigate an annual review of the plan by all officials and agencies. The Director will ensure that necessary changes and revisions to the plan are prepared, coordinated, published, and distributed. The Director will provide a copy of the plan revisions to all organizations/agencies assigned responsibility for implementation of the plan.
- C. This plan will be activated once a year in the form of a simulated emergency, taking into account actual events, in order to determine if revisions can be made that would improve disaster response and recovery operations. This will also provide practical, controlled operations experience to those who have EOC responsibilities. This will be done by the Emergency Management Director with the approval of the chief elected officials. This exercise can be a tabletop, functional or full-scale exercise at the discretion of the Clay County Emergency Management Director.

IX. AUTHORITIES AND REFERENCES

- A. Federal Public Law 93-288, Robert T. Stafford Relief and Emergency Assistance Act as amended.
- B. Federal Public Law 99-499, SARA Title III.
- C. FEMA's Guide for all-Hazard Emergency Operations Planning.
- D. Revised Statutes of Missouri, Chapter 44, as Amended.
- E. Revised Statutes of Missouri, 49.070
- F. Missouri Code of Regulations, Title II, Division 10, Chapter II
- G. State of Missouri Emergency Operations Plan, as amended.
- H. SEMA: Missouri All-Hazard Emergency Planning guidance draft
- I. SEMA: Missouri Hazard Analysis, as amended
- J. Clay County Ordinance establishing the Clay County Emergency Assistance Act, as amended, dated 10 May 1977.
- K. City/Village Ordinances
- L. Homeland Security Presidential Directive Five (HSPD-5, 8, 9, 17, 33)
- M. Presidential Decision Directive Thirty-nine (PDD-39). June 1995

APPENDICES

1. Emergency Management Diagrams by Emergency Function (Clay County)

2. Assignment of Responsibilities

Attachment A - Functions & Responsibility Charts

Attachment B - Task Assignments by Function

3. Emergency (Disaster) Classification and Control Procedures

4. Procedures for Requesting State and Federal Assistance

Attachment A- Contact Numbers

5. Hazard Analysis

Attachment A-Earthquake Response

Addendum 1 - Projected Earthquake Intensities (map)

Attachment B - Dam Failure

Addendum 1 - Clay County Dam Inventory

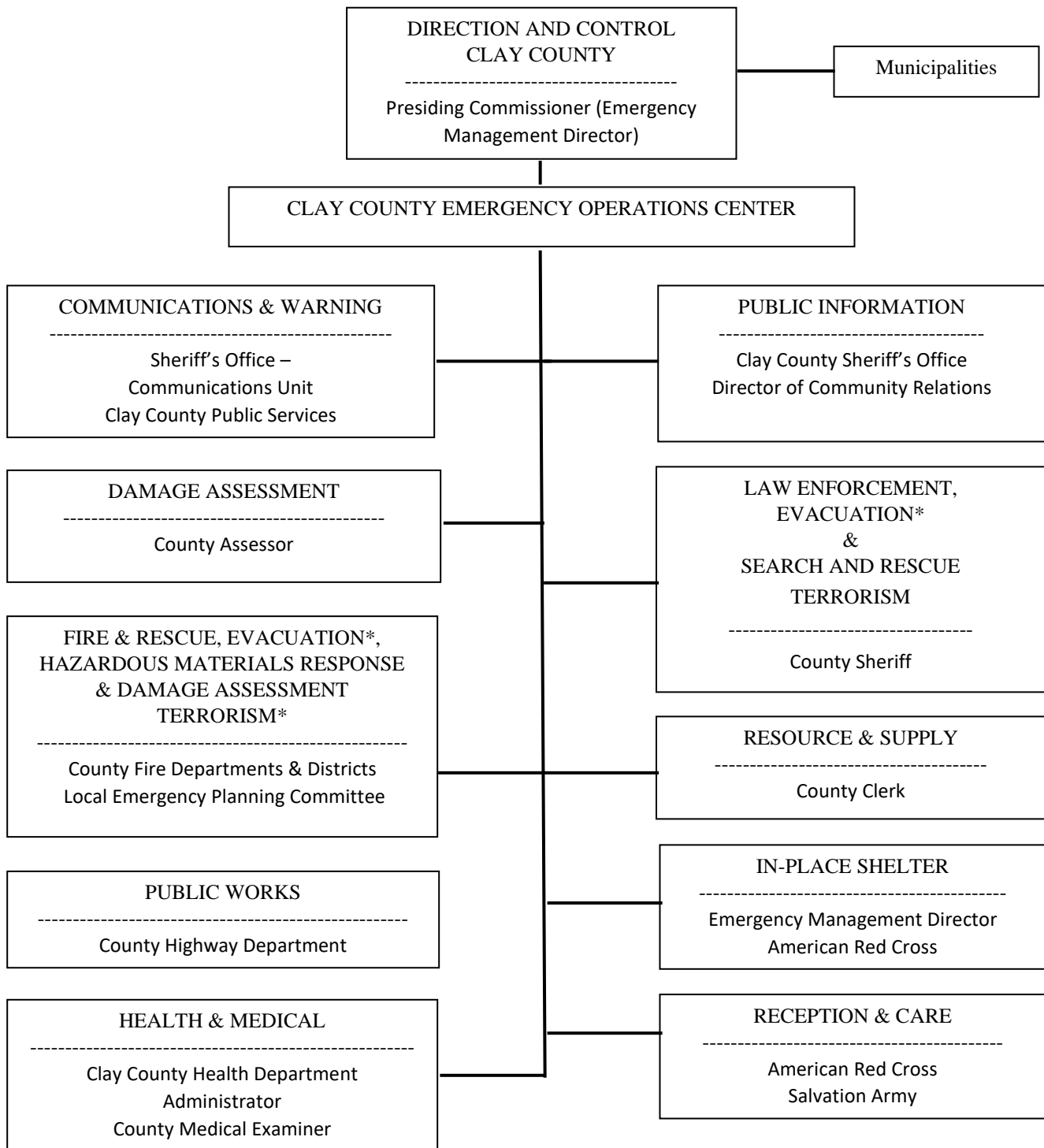
Addendum 2 - Smithville Lake Dam

Attachment C - National Flood Insurance Program Information

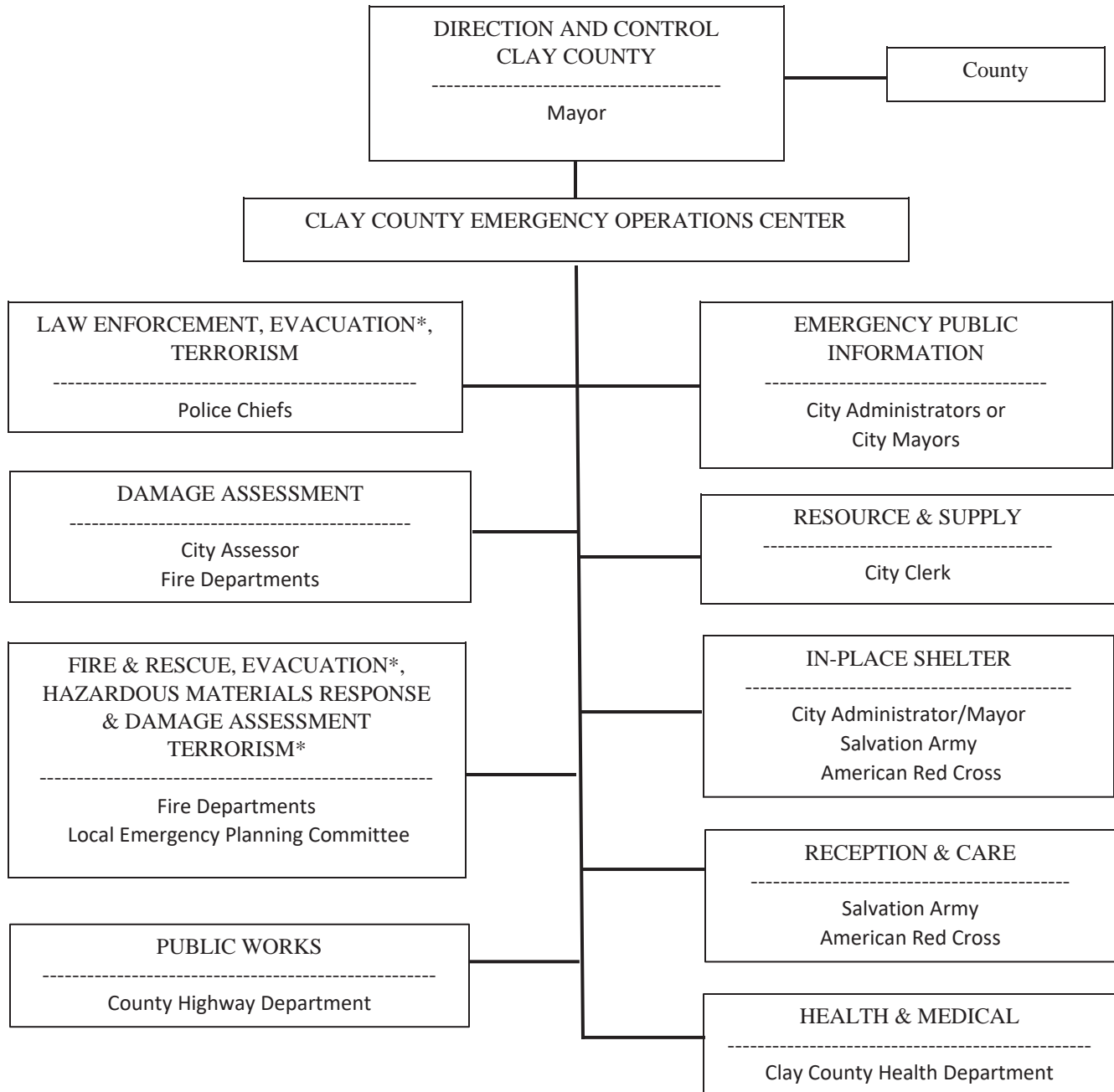
Attachment D - Transportation Routes (map)

6. Emergency Government Proclamation and/or Resolution of a State of Emergency in Clay County

CLAY COUNTY EMERGENCY MANAGEMENT DIAGRAM BY EMERGENCY FUNCTION



MUNICIPALITY EMERGENCY MANAGEMENT DIAGRAM BY EMERGENCY FUNCTION



ASSIGNMENT OF RESPONSIBILITIES

A. Functions and Responsibility Charts (Attachment A)

1. These charts assign specific agencies and/or individuals the responsibility to prepare for and to perform each of the fourteen identified emergency management functions (see Part IV of this Basic Plan), and also whether it is a Primary (P) or Supporting (S) role.
2. There is one chart for Clay County. This chart is general in nature and should not be considered all inclusive. These are only general lists that will be expanded in the various annexes.

B. Task Assignments by Function (Attachment B)

There is one list of tasks for each function whether it is for the county or the political subdivision. Some tasks may be common to more than one function.

FUNCTIONS & RESPONSIBILITY CHART ♦ CLAY COUNTY & MUNICIPALITIES

P = Primary Responsibility			S = Support Responsibility												* = Joint Responsibility					
FUNCTIONAL ANNEX	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Department/Individual	DIRECTION & FUNCTION	COMMUNICATIONS & WARNING	EMERGENCY PUBLIC INFORMATION	DAMAGE ASSESSMENT	LAW ENFORCEMENT	FIRE & RESCUE	RESOURCE & SUPPLY	HAZARDOUS MATERIALS	PUBLIC WORKS	EVACUATION	IN-PLACE SHELTER	RECEPTION & CARE	HEALTH & MEDICAL	TERRORISM	CATASTROPHIC EVENT	AGRO-TERRORISM	FUNCTIONAL NEEDS	DEBRIS MANAGEMENT	TEMPORARY MORGUE	AIRPORT EMERGENCY PLAN
County Commissioner and/or City Mayor	P		S				S			S	S				P*	S	S	S		
Emergency Management Director	S	S	S	S	S	S	S	S	S	S	P	S	S	S	P*	P*	S	P*	S	P
County Sheriff	S	P		S	P	S		S		P*		S		P*	P*	P*	S	S	S	S
City Police Chief	S	P	P	S	P	S		S		P*		S		P*	P*	S	S	S	S	S
City/Rural Fire Departments and Districts	S	S		S		P		P		S	S		S	P*	P*	S		S		S
City/County Health Department Director	S		S					S			S	S	P	P*	P*	P*	P	S	S	
County Highway Department	S	S		S			S		P	S		S		S	P*	S		P*		S
County Assessor	S			P											S	S				
City or County Clerk	S		S				P		S						S	S				
Red Cross/Salvation Army	S										S	P			S					

FUNCTIONAL ANNEX	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Department/Individual	DIRECTION & CONTROL	COMMUNICATIONS & WARNING	EMERGENCY PUBLIC INFORMATION	DAMAGE ASSESSMENT	LAW ENFORCEMENT FIRE & RESCUE		RESOURCE & SUPPLY	HAZARDOUS MATERIALS	PUBLIC WORKS	EVACUATION	IN-PLACE SHELTER	RECEPTION & CARE	HEALTH & MEDICAL	TERRORISM	CATASTROPHIC EVENT	AGRO-TERRORISM	FUNCTIONAL NEEDS	DEBRIS MANAGEMENT	TEMPORARY MORGUE	AIRPORT EMERGENCY PLAN
County Medical Examiner	S												S		S				P*	S
Marketing Department, Clay County	S		P											S	S	S	S	S		
Facilities Management	S			S					S						S					P
Public Safety (Ambulance Services)	S												S		S		S		S	S
Assistant Emergency Mgmt. Director	S			S										S	S	S	S	S	S	S

TASKS ASSIGNMENTS BY FUNCTION

The following is a basic list of tasks assigned to each function. These task assignments are common to both county and city organizations. Specific tasks are listed in the appropriate annex. The number after each functional assignment refers to the Emergency Support Functions (ESFs) which are part of the National Incident Management System (NIMS) and the Clay County Emergency Plan.

A. Direction and Control (Annex A) (ESF #5)

Clay County- Presiding Commissioner and Mayor/City Council

1. Make policy decisions relating to emergency management.
2. Plan for emergency management activities.
3. Oversee hazard mitigation activities.
4. Control operations during disasters.
5. Coordinate and direct relief and recovery operations.
6. Coordinate emergency management activities.
7. Maintain an exercise program.
8. Supervise the emergency public information function.
9. Operate under the National Incident Management System

B. Communications and Warning (Annex B) (ESF #2)

Clay County- Sheriff's Department Communications & City Police Departments

1. Monitor all emergency situations to ensure proper response.
2. Train personnel (full-time and supplementary).
3. Support all other emergency functions when needed.
4. Develop warning plans and procedures for all identified hazards (see Basic Plan, Situation and Assumptions).
5. Maintain and expand warning and alert devices (sirens, tone-activated receivers, etc.)
6. Operate under the National Incident Management System

C. Emergency Public Information (Annex C) (ESF #15)

Clay County- Clay County Sheriff's Office and County Director of Community Relations (Public Information Officer) and local political subdivision Public Information Officers

1. Pre-designate an information officer which will be the point of contact for the media during disaster situations (see Appendix 3 to Annex C for a terrorist incident).

2. Coordinate with the various departments concerning the release of public information.
3. Develop procedures for rumor control and information authentication.
4. Clear information with the chief elected officials and incident commander (as appropriate) before release to the public.
5. Use all news media for release of information.
6. Maintain and release appropriate materials for all identified hazards.
7. Conduct annual programs to acquaint news media with emergency plans.
8. Outing appropriate types of emergencies, assist with the formation and staffing of a regional Joint Information Center (JIC).
9. Operate under the National Incident Management System

D. Damage Assessment (Annex D) (ESF #5 & ESF #14)

Clay County- County Assessor, local political subdivision building inspectors/ zoning officers, Asst. Emergency Management Director

1. Maintain plans and procedures consistent with those of the local, county, state, and federal government.
2. Recruit and train personnel.
3. Provide disaster information to Direction and Control.
4. Assist local, county, federal and state officials in damage estimation.
5. Assist in mitigation activities by identifying potential problem areas.

E. Law Enforcement (Annex E) (ESF #13)

Clay County- County Sheriff & Municipal Police Departments

1. Maintain law and order during emergency operations.
2. Provide necessary support during emergency operations (i.e., site security, access control, traffic control, EOC security, etc.)
3. Provide and/or support communications and warning.
4. Lend support to fire, medical, hazardous materials, and other emergency services as dictated by the situation.
5. Coordinate with other law enforcement groups.
6. Implement and/or continue training courses for auxiliaries and reserves.
7. Provide personnel with the appropriate level of hazardous materials training (coordinate with LEPC).
8. Operate under the National Incident Management System guidelines

F. Fire and Rescue (Annex F) (ESF #4 & ESF #9)

Clay County- City/ County Fire Departments

1. Control fires during emergency operations.
2. Conduct fire prevention inspections.
3. Assist with search and rescue operations.

4. Support health and medical, communications and warning.
5. Respond to hazardous materials incidents.
6. Maintain/develop plans and procedures as required, or conditions change.
7. Conduct training courses in self-help fire prevention techniques, as well as fire prevention inspections.
8. Provide personnel with the appropriate level of hazardous materials training (coordinate with LEPC).
9. Operate under the National Incident Management Systems guidelines

G. Resource and Supply (Annex G) (ESF #7)

Clay County- County Clerk or City Clerk

1. Maintain and update resource lists of supplies and personnel for use in disaster situations.
2. Identify potential resource requirements.
3. Coordinate with other agencies and departments to fill resource shortages.
4. Assist with the stocking of shelters.
5. Establish plans and procedures on how to channel donations and offers of volunteer assistance following a large-scale disaster situation.
6. Assist with transportation of personnel or supplies as requested
7. Operate under the National Incident Management System guidelines

H. Hazardous Materials Response (Annex H) (ESF #10)

Clay County- City/Rural Fire Departments and MARC LEPC

1. Develop/maintain hazard analysis.
2. Provide initial hazard assessment to response personnel and the general public.
3. Lead the initial environmental assessment.
4. Prescribe personnel protective measures.
5. Issue public warning for those in the area of exposure.
6. Establish an on-scene command post.
7. Determine when reentry is possible.
8. Provide response personnel (i.e., law enforcement, fire, public works, health and medical) with the appropriate level of hazardous materials training.
9. Work with nearby hospitals to ensure procedures are available to handle contaminated patients and to decontaminate and isolate such patients.
10. Maintain a peace-time radiological accident capability.
11. Maintain the inventory of radiological equipment from the state.
12. Operate under the National Incident Management System guidelines

I. Public Works (Annex I) (ESF #1, ESF #3, & ESF #12)

Clay County - County Highway Department & Municipal Public Works Superintendents

1. Remove debris and dispose of garbage.
2. Make emergency road and bridge repairs.
3. Restore utility service, especially to critical facilities.
4. Assist with flood control and emergency snow removal.
5. Gather damage assessment information.
6. Provide necessary support to other departments (i.e., heavy equipment, barricades, etc.).
7. Provide personnel with the appropriate level of hazardous materials training.
8. Coordinate with LEPC.
9. Refuel county/city vehicles and other first responder vehicles as necessary.
10. Request mutual aid assistance from those agencies with current mutual aid agreements in place.
11. Operate under the National Incident Management System guidelines

J. Evacuation (Annex J)

Clay County-County Sheriff or Police Departments and City/Rural Fire Departments

1. Establish and or verify evacuation routes and implement evacuations plans.
2. Identify affected facilities or individuals with special needs (nursing homes, invalids) within their respective primary jurisdiction.
3. Make arrangements to keep essential facilities operating were safe and possible.
4. Maintain a continuous and orderly flow of traffic.
5. Furnish to the Public Information Officer instructions regarding evacuation procedures (i.e., rest areas, fuel stops, etc.) for release to the public.
6. Mutual aid assistance when needed from the Missouri State Highway Patrol or other law enforcement agencies with established agreements.
7. Operate under the National Incident Management System guidelines.

K. In-Place Shelter (Annex K)

Clay County- Emergency Management Director, Fire Departments, Red Cross

1. Advise the public on what protective actions to take.
2. Identify warning procedures.
3. Maintain emergency public information materials.
4. Identify/Provide protective shelter for the population in situations for which such action is appropriate. Coordinate with Reception and Care, Annex L.
5. Assist with the movement of people to shelters if necessary.
6. Nuclear attack sheltering will require implementing special procedures (i.e., marking, stocking, and upgrading).

L. Reception and Care (Annex L) (ESF #6, ESF #11, & ESF #8)

Clay County-Red Cross, Salvation Army, Missouri Department of Social Services

1. Review list of designated temporary lodging and feeding facilities.
2. Review procedures for the management of reception and care activities (feeding, registration, lodging, etc.).
3. Designate facilities for special needs groups.
4. Maintain supply of registration forms.
5. Coordinate mass feeding operations with Resource and Supply.
6. Identify facilities for pet/animal shelters.

M. Health and Medical (Annex M) (ESF #8)

Clay County- Director, Clay County Health Department, County Coroner

1. Provide for public health services during an emergency.
2. Coordinate plans with representatives of private health sector to include nearby hospitals, nursing homes, etc.
3. Implement plans for mass inoculation.
4. Review provisions for expanded mortuary services.
5. Develop procedures to augment regular medical staff
6. Develop plans to provide medical care in shelters.
7. Provide personnel with the appropriate level of hazardous materials training (coordinate with LEPC).
8. Operate under the National Incident Management System guidelines

N. Terrorism (Annex N) (ESF #5, ESF #10, & ESF #13)

Clay County- Law Enforcement, Fire Departments, Health Department

1. Law enforcement will manage other departments and agencies that will be operating in the incident while waiting for FBI to dispatch SAC.
2. Law enforcement: Respond to requests for support/assistance from other departments; local, state, and federal.
3. Law Enforcement: Provide security, maintain order, prevent unauthorized entry, control, and re-route traffic and maintain open access/egress for authorized vehicles into the terrorist incident scene,
4. Law Enforcement: Develop and maintain guidelines to detail specific roles and responsibilities of county law enforcement personnel in each of the major terrorism incidents (CBRNE).
5. Fire Department: Respond to all reports of terrorist incidents to determine the nature and scope of the incident.
6. Fire Department: Determine the hazard level of the incident and direct response operations to include.
7. Fire Department: Establish options for mitigations based on estimates.
8. Health Department: Monitor response personnel and general public exposure to chemical, biological, and radiological agents.

9. Health Department: Assist PIO in broadcasts concerning public and individual health issues.
10. Operate under the National Incident Management System guidelines.

O. Catastrophic Event (Annex O) (Earthquake) (All ESFs)

Clay County- State Emergency Management Agency. Shelters, County Health, Law Enforcement, Public Works

1. This will be a State Emergency Management Agency event as the county of Clay will serve as a reception and care county.
2. Law Enforcement will assist in security and traffic control of the victims transferring into the area.
3. Clay County Health Department will assist in the initial setup of shelters and coordinate health care until the Medical Reserve Corp can fill in the positions.
4. Volunteers may staff shelters during this event. Volunteers will have shelter management training check completed.

P. Agro- Terrorism (Annex P) (ESF #11)

Missouri Department of Agriculture ((MDA), State Emergency Management Agency (SEMA), Clay County Health Department, Law Enforcement, Clay County Emergency Management.

1. The emergency will be a Missouri Department of Agriculture event as the county will be involved in the stop order.
2. State Emergency Management will coordinate with Department of Agriculture and local officials.
3. Clay County Health Department will assist in health-related issues.
4. Law enforcement will assist in security, traffic control, and coordination of entities with access to the affected quarantine area.
5. Clay County Emergency Management will coordinate all events from the EOC.

Q. Reserved for Future Use

R. Reserved for Future Use

S. Temporary Morgue Operations (ESF #6, ESF #8)

Clay County- Emergency Management, Law Enforcement, Medical Examiner, Facilities Management and Public Information Coordinator.

1. Emergency Management: Coordinate operations of the temporary morgue.
2. Law Enforcement: Provide security at the temporary morgue facility and assist in the identification of deceased through fingerprints if necessary.
3. Medical Examiner: Provide technical and legal guidance for the operation of the temporary morgue, identify deceased.
4. Facilities Management: set up the morgue facility, maintain the facility during use, clean and restore facility after use.
5. Public Information Coordinator: Provide information to the public about the temporary morgue and how to claim bodies. Clay County- Emergency Management, Law Enforcement, Medical Examiner, Facilities Management and Public Information Coordinator.
6. Emergency Management: Coordinate operations of the temporary morgue.
7. Law Enforcement: Provide security at the temporary morgue facility and assist in the identification of deceased through fingerprints if necessary.
8. Medical Examiner: Provide technical and legal guidance for the operation of the temporary morgue, identify deceased.
9. Facilities Management: set up the morgue facility, maintain the facility during use, clean and restore facility after use.
10. Public Information Coordinator: Provide information to the public about the temporary morgue and how to claim bodies.

T. Airport Emergency Operations:

Clay County: Law Enforcement, Emergency Management, Fire Department, EMS Public Works, Public Information Coordinator. Airport Coordinator.

1. Emergency Management: Appoint Airport Coordinator, activate EOC, provide training to first responders.
2. Airport Coordinator: Make all notifications to FAA, coordinate all disaster activities at airport.
3. Law Enforcement: Provide security at scene, provide access and traffic control, assist with rescue and life saving measures, if possible, provide communications at the scene.
4. Fire Department: Conduct fire suppression, rescue operations, and hazardous materials mitigation at the scene of airport disasters.
5. EMS: Provide rescue assistance, triage, and treatment of injured, and provide transportation to a medical facility for the injured in an airport disaster.
6. Public Works: Provide barricades for traffic control, assist with debris removal.
7. Public Information Coordinator: Provide press releases with accurate information regarding the disaster at the airport. Prepare talking points for elected officials and set up a Joint 3 to the Basic Plan

EMERGENCY (DISASTER) CLASSIFICATION & CONTROL PROCEDURES

APPENDIX 3

I. PURPOSE

To establish emergency/disaster classification and control procedures for elected officials of Clay County and each of the political subdivisions within the county and for emergency response personnel during periods of emergency/disaster.

II. EMERGENCY CLASSIFICATION

1. Level 1 Emergency - Full State/Federal Response –

Maximum SEOC activation. Requires state command staff, full staffing of all emergency support functions, state agencies, and state-level partners, plus integration of FEMA personnel to coordinate federal resources and support.

2. Level 2 Emergency - Full Activation –

Full SEOC activation. Requires state command staff, full emergency support function staffing, state agencies and state-level partners, and necessary additional technical expertise. Does not include FEMA staffing.

3. Level 3 Emergency - Partial Activation –

Moderate SEOC activation. Requires state command staff and basic support functions, such as planning and logistics, and specified state agencies, depending on the threat.

4. Level 4: Enhanced Monitoring –

Lowest SEOC activation. Requires SEMA staff in support functions only, with specified partner agencies providing additional support from their headquarters.

III. RESPONSE PROCEDURES

1. The dispatcher, upon notification of an emergency, shall notify the appropriate response agencies to respond. (The term dispatcher when used in these procedures refers to the Clay County Sheriff's E-911 Dispatch Center.)
2. On-scene command and control of the affected area will be established by the first ranking officer of the responding agency at the scene of the incident. For incidents involving hazardous materials, the National Incident Management System (NIM:S) will be implemented, and the Incident Commander will be responsible for directing response operations.
3. The on-scene commanding officer will maintain radio contact with the dispatcher to advise of the situation and to alert additional response agencies as necessary.
4. When it becomes apparent to the commanding officer at the scene that control of the incident is beyond the response capabilities of the initial responding agency and the emergency has escalated from Level I. to Level II or higher, the officer will instruct the dispatcher to notify the next in command (i.e., Sheriff, Police Chief, Fire Chief, Emergency Management Director, etc.) of the seriousness of the disaster.
5. The next-in-command will, in turn, advise the chief elected official (i.e., the Presiding Commissioner of Clay County or the chief elected official of the affected political subdivision) of the situation, at which time a determination will be made as to whether the EOC should be activated, and personnel should be assembled.
6. Should it be decided to assemble the EOC staff, each requested member of the EOC staff will be contacted by the dispatcher and advised to report to the EOC. The dispatcher will be assisted by the on-duty personnel at the department and/or the Emergency Management Director to make the notifications if necessary (See Appendix 2 to Annex A for EOC Staffing Roster/Call-Up List).
7. After the EOC Direction and Control staff has assembled, the Emergency Management Director will determine what personnel would be required to control operations. This determination will be made in consultation with the officials present.

IV. NOTIFICATION PROCEDURES

- A. It will be the responsibility of the dispatcher on duty to notify the law enforcement and fire department command personnel and the EMS dispatch center. If necessary, one administrative assistant from each of the above-mentioned departments will be notified. The administrative assistants will report to the EOC and contact all other parties on the EOC call-out list.
- B. The dispatcher will have available at the communications center the necessary call-up/notification lists which include names and telephone numbers of individuals and organizations to contact. It is the responsibility of the dispatcher along with each organization/department to see that these lists are kept current.
- C. In some cases, it will be the responsibility of the first organization member contacted to notify and/or recall the necessary personnel within that organization to respond to the incident. Therefore, each organization must maintain current internal personnel notification/recall rosters and a means to implement them.
- D. Depending upon the type of emergency, the dispatcher will notify/warn special locations such as: schools, nursing homes, factories, and places of public assembly by using all methods as outlined in the Communications and Warning Annex (see Annex B) (i.e., outdoor sirens, cable television interrupt, news media alert).
- E. It is the responsibility of the EOC clerking staff to keep a log of all messages received and sent (See Annex A for copies of message and log forms).
- F. Operational procedures/checklists will be established and utilized as much as possible.
- G. Situations requiring notification that are not covered by these checklists will be handled on a case-by-case basis by the Emergency Management Director and her/his staff

PROCEDURES FOR REQUESTING STATE AND FEDERAL ASSISTANCE

NOTE: While it is permissible for local political subdivisions to request the following assistance during a disaster or emergency situation, it is preferable that the request be made through the Clay County Emergency Operations Center (EOC). In any event, the Clay County Emergency Management Director or the EOC should be notified that you have directly requested assistance from a state or federal resource so that they are aware that resources are coming to the county. The county will need this information if a request for state or federal reimbursement is filed.

I. STATE AND FEDERAL ASSISTANCE

- A. Assistance from state and/or federal agencies such as the Missouri Department of Conservation, Missouri Department of Natural Resources, U.S. Army Corps of Engineers, etc. can be requested directly by calling the appropriate agency (see each Annex of this plan for specific agencies and their contact points). State and/or federal assistance also may be requested through the Missouri State Emergency Management Agency (SEMA).

Requests for FEMA Assistance must be made through SEMA.

- A. SEMA Notification:
1. SEMA has a 24-hour telephone number to request assistance in a disaster or an emergency: Watch Center: 573-751-2748.
 - During business hours: Your call will be answered by personnel on duty in the state EOC.
 - During non-business hours: Your call will be forwarded to the MIAC. Leave your name and a call-back number. Your call will be returned by the State Region A Coordinator.
 2. If the telephone lines are down or otherwise interrupted, the State Region A Coordinator can still be contacted. The Missouri State Highway Patrol can relay the information by radio to Troop A in Lee's Summit. During working hours, the Missouri Uniform Law Enforcement System (MULES) also can be used to transmit messages to the MULES terminal in the State Emergency Operations Center.
 3. SEMA Area Coordinator Region A Maureen Burke 816-622-0427.

II. NATIONAL GUARD ASSISTANCE

A. General Facts

1. Requests for such assistance can only be made by the chief elected official or designated successor as outlined in this plan (see Part VI of the Basic Plan, Continuity of Government).
2. Requests should only be made after local resources are exhausted.
3. The State Emergency Management Agency (SEMA) should be informed prior to making such a request. Requests for Missouri National Guard assistance must be made through the State Emergency Management Agency (SEMA).

B. Procedures

1. Analyze the situation to:
 - A. Determine if a threat to life or property still exists.
 - B. Ensure all local resources are committed.
2. Make the request directly to the Governor through SEMA by the quickest means possible. If the telephone or radio is used, a hard copy of the request should follow.

Contacts

U.S. ARMY CORPS OF ENGINEERS - Kansas City District

Chief of Emergency Management
601 E.12th Street
Kansas City, MO 64106
Office: (816) 426-6320
(816) 983-3533

NATIONAL WEATHER SERVICE

1803 N. Hwy. 7
Pleasant Hill, MO 64080
816-540-6021

NATIONAL RESPONSE CENTER (For hazardous chemical and oil spills)

1-800-424-8802

U.S. ENVIRONMENTAL PROTECTION AGENCY REGION VII

(913) 281-0991

U.S. COAST GUARD

Commander, Second Coast Guard District
1222 Spruce Street
St. Louis, Missouri 63103-2832
(314) 539-3091
FAX 262-2659

CHEMTREC

1-800-424-9300

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Environmental Response Office (24-hour)
(573) 634-2436

MISSOURI DEPARTMENT OF HIGHWAY AND TRANSPORTATION

Kansas City District
600 NE Colbern Road
Kansas City, MO
816-622-6500

MISSOURI HIGHWAY PATROL TROOP A

504 E. Blue Parkway
Lee's Summit, MO 64063-4351
816-622-0800
Emergency Number: 816-622-0700 or 816-622-0701

OTHER ASSISTANCE AMERICAN RED CROSS

Greater Kansas City Chapter 211 W. Armour Blvd.
Kansas City, MO 64111
816-935-8400
Emergency Services - 816-931-6662
Northland Center 816-453-1688

SALVATION ARMY

Emergency Services -Sheltering
Kansas Northland Corps
4300 Northeast Parvin Road Kansas City, MO 64117-2663
Phone (816) 452-5663

**EMERGENCY GOVERNMENT PROCLAMATION AND/OR RESOLUTION OF A STATE
OF EMERGENCY IN CLAY COUNTY**

WHEREAS Clay County, Missouri, has encountered _____ conditions, and a Threat exists to the lives and property of the people of Clay County, Missouri, and:

WHEREAS, that areas within the boundaries of Clay County, Missouri, are immediately threatened with _____ and curtailing the protection of the lives and property contained in Clay County, Missouri, and an emergency exists:

NOW THEREFORE, we _____, _____,
_____, Board of County Commissioners, Clay County, Missouri, and
_____, Mayor of the City of _____, Missouri,
hereby declare that a state of emergency exists in Clay County, Missouri, and we hereby invoke and declare in full force and effect in Clay County, Missouri, all laws, statutes, of the State of Missouri, Clay County, and the City of _____, for the exercise of all necessary emergency authority for the protection of the lives and property of the people of Clay County, Missouri and the restoration of local government with a minimum of interruption.

As pursuant with Chapter 44 of the Revised Missouri State Statutes, County Court Orders as pertinent to:

All public offices and employees of Clay County, Missouri, are hereby directed to exercise the utmost diligence in discharge of duties required of them for the duration of the emergency and in the execution of emergency laws, regulations, and directives state, and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and the Clay County, Missouri, Emergency Management Agency forces in executing emergency operational plans, and to obey and comply with the lawful directions of properly identified public offices.

In witness, we have hereunto set our hand at _____ hours, the _____ day of _____, 20____

COUNTY OF: _____

Presiding Commissioner

Emergency Management Director

Eastern District Commissioner

Western District Commissioner

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ANNEX A

DIRECTION & CONTROL (ESF #5)

I. PURPOSE

This annex will develop a capability for the chief executive and key individuals of Clay County and each of the political subdivisions to direct and control response and recovery operations from a centralized facility (an emergency operations center-EOC) in the event of an emergency.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. The Clay County Emergency Management Director and Elected County Officials will control operations from a joint EOC. If the other incorporated subdivisions do *not* have an emergency management organization, the county will assume that role upon request. The Chief Elected Officials and emergency management directors of each political subdivision that has an emergency management organization will control operations from an EOC of their choice.
2. Primary EOC
 - a. The Emergency Management Director will direct and control operations from the Clay County Sheriff's Office Training Facility located at 27 S. Main, Liberty, MO, hereafter designated as the primary emergency operations center (EOC). For further information, EOC standard operations guidelines are located in Appendix 4 to this Annex.
 - b. The Sheriff's office is staffed 24 hours a day and has the communications equipment to communicate with county, city and state departments and agencies. This includes contact with the State Highway Patrol, Troop A in Lee's Summit, MO; area fire, law enforcement, medical services; and local government agencies. A diesel-powered generator is available for emergencies. See Annex B for more detailed information.

3. Alternate EOC

- a. Depending upon the situation, the following facilities may be used as an alternate EOC:
 - 1) Clay County Sheriff's Office, Watch Center, at 12 S. Water in Liberty, MO.
 - 2) Liberty Fire Department, Station 1, 200 W. Mississippi in Liberty, MO.
- b. The alternate EOC facility would become the official site for all county officials and departments/agencies having emergency functions should the primary EOC become inoperable.

4. Mobile EOC

A mobile command post is available should the primary and secondary EOC become inoperable or when the magnitude of the event only requires the use of a mobile EOC.

5. Space will be provided in the EOC for the chief executive and Direction and Control staff (see Appendix 2 to this Annex). Space for briefing the media will be available but separate from the actual operations room. State and/or federal officials that support disaster operations will also be provided space to operate in the EOC.

6. If a political subdivision within Clay County chooses to conduct its own emergency management operations, then it should make every effort to be coordinated and integrated with the primary county emergency operations to avoid duplication and maximize available resources.

B. Assumptions

1. When an emergency/disaster occurs or threatens to occur, the EOC will be activated in a timely manner. Local officials will respond as directed in this Annex and Appendix 3 to the Basic Plan.
2. Should a total evacuation become necessary, operations can be successfully controlled from a nearby safe location.
3. Close coordination must be maintained between the EOC and the disaster scene/ Command Post to identify special considerations, secondary threats, and available resources.
4. Most emergency situations are handled routinely by emergency response personnel and can be managed at the field level under established departmental procedures.

III. CONCEPT OF OPERATIONS

Direction and Control operations will be performed according to the operational time frames (mitigation, preparedness, response, and recovery) established in the Basic Plan.

- A. The Clay County EOC and each political subdivision EOC will be activated by the jurisdiction's chief elected official or in accordance with Appendix 3 to the Basic Plan.
- B. The Clay County Commission and the Clay County Emergency Management Director along with representatives of county departments (i.e., Direction and Control Staff) will assemble in the EOC to direct, control, and coordinate emergency response operations within their respective jurisdiction.
- C. Staffing of the EOC will be determined by the severity of the situation.
- D. In some situations, it may be necessary to utilize an on-scene incident command post and implement the National Incident Management System (NIMS). NIMS is a management tool consisting of procedures for organizing personnel, facilities, equipment, and communications at the scene of an emergency. Title III of the Superfund Amendments and Reauthorization Act (SARA), requires that organizations that deal with hazardous material incidents must operate under a National Incident Management System (see Annex H, Hazardous Materials Response).
- E. The FBI has been designated as the Lead Federal Agency (LFA) for Law Enforcement Operations in a terrorist event, to include weapons of mass destruction. FEMA is designated as the LFA for Disaster Recovery Operations Management in a terrorist incident. Local and state agencies pertinent to Law Enforcement Operations and Recovery, to include certain consequence groups, are to work jointly with the FBI in resolving the event crisis aspect of a terrorist situation. See Annex N for further information on terrorism incidents.
- F. The on-scene incident commander will direct and control operations at the disaster site. The incident commander will maintain contact with the EOC and keep them informed of the situation.
- G. Those emergency support services that do not operate from the EOC will designate and establish a work/control center to manage organizational resources and response personnel. During emergency situations they will maintain contact with the EOC through their designated representative.

- H. Emergency response personnel provided by the various organizations/agencies to support emergency operations will remain under the direction and control of the sponsoring organization but will be assigned by the EOC to respond to a specific disaster location.
- I. Each emergency response service (i.e., fire, law enforcement, etc.) will provide for the continuous staffing of emergency response jobs. Work shifts will be established to provide the necessary response.
- J. Procedures for handling reports/messages coming in and out of the EOC (i.e., review, verification, distribution, etc.) will be as outlined in Appendix 3 to this Annex.
- K. Information received in the EOC from field units and other reliable sources will be compiled and reported to the State Emergency Management Agency as requested and/or required. This information will be displayed in an appropriate place in the EOC.
- L. State and/or Federal officials will support disaster operations as appropriate. These officials will coordinate their efforts through the designated EOC.
- M. Should a life-threatening situation develop or appear imminent, emergency instructions to the public will be disseminated by all available means (see Annex C).
- N. EOC operations will continue as determined by the situation and will conclude by order of the Emergency Management Director.

IV. ORGANIZATION AND RESPONSIBILITIES

A. Organization

Diagrams of the Direction and Control function for Clay County are shown in Appendix 1 to this Annex.

B. Responsibilities

1. The primary responsibility for Direction and Control in Clay County and each of the political subdivisions' rests with the chief elected official of the affected jurisdiction. The chief elected official may delegate this function to the emergency management director/coordinator. See Section VI of the Basic Plan for line of succession. This Direction and Control Coordinator will:
 - a. Implement this Emergency Operations Plan.
 - b. Activate response personnel and direct emergency response operations upon the advice of EOC staff.
 - c. Declare a state of emergency and request state and federal assistance when appropriate.
 - d. Emergency Management staff summarizes damage assessment information and submits appropriate reports.
2. All departments, agencies, and individuals support the Direction and Control function as follows:
 - a. Coordinate their activities with the EOC (through established lines of communications or by designating a representative to report to the EOC). Methods of communication include, but are not limited to, Web EOC, MOSWIN, and other regional radio talk-groups.
 - b. Advise the Direction and Control staff in their area of expertise/responsibility. Each Annex Coordinator is responsible for keeping an up-to-date list of contact names and numbers to support their responsibilities and supply a copy of the updated lists to the Emergency Management Director.
 - c. Include in their SOG the specific emergency authorities that may be assumed by a designated successor, the circumstances under which this authority would become effective, and when it would be terminated.

- d. Compile damage assessment figures.
 - e. Tabulate expenditure data for the emergency situation.
 - f. Provide adequate training to their respective personnel regarding direction and control.
3. In addition to the aforementioned responsibilities, the following have these assignments:
- a. Emergency Management Director
 - 1) Maintain the operational readiness of the EOC necessary for a continuous 24-hour operation (i.e., identify EOC personnel, stock administrative supplies and equipment, startup WEB EOC and prepare status boards, furnish maps to plot data and set up displays to post damage assessment information).
 - 2) Train the EOC staff through tests and exercises.
 - 3) Coordinate and manage EOC operations.
 - 4) Implement message handling procedures (see Appendix 3 to this Annex).
 - 5) Conduct regular briefings while the EOC is activated.
 - b. The Law Enforcement Coordinator is responsible for providing security for the EOC.
 - c. The Communications and Warning Coordinator is responsible for establishing an EOC communications capability.
 - d. Facilities. Management is responsible for ensuring that utilities are restored to the EOC after a disaster has occurred.

V. CONTINUITY OF GOVERNMENT

- A. If the primary EOC is not able to function (i.e., EOC is damaged, inaccessible, etc.), an alternate EOC will be activated (see Section II of this Annex). It is the responsibility of the Emergency Management Director to manage the alternate EOC, provide for the relocation of staff members to this facility, and transfer direction and control authority from the primary EOC.
- B. Should it become necessary to evacuate the entire county, the EOC will be moved to the nearest safe location.

- C. The lines of succession for elected officials and county departments are identified in Section VI of the Basic Plan and each annex of this plan and in the Clay County COOP Plan. Each of the political subdivisions within the county shall follow their ordinances and policies regarding succession.
- D. Essential records vital to the direction and control function should be duplicated and maintained at another location, or plans should be made to move these records to a safe location.

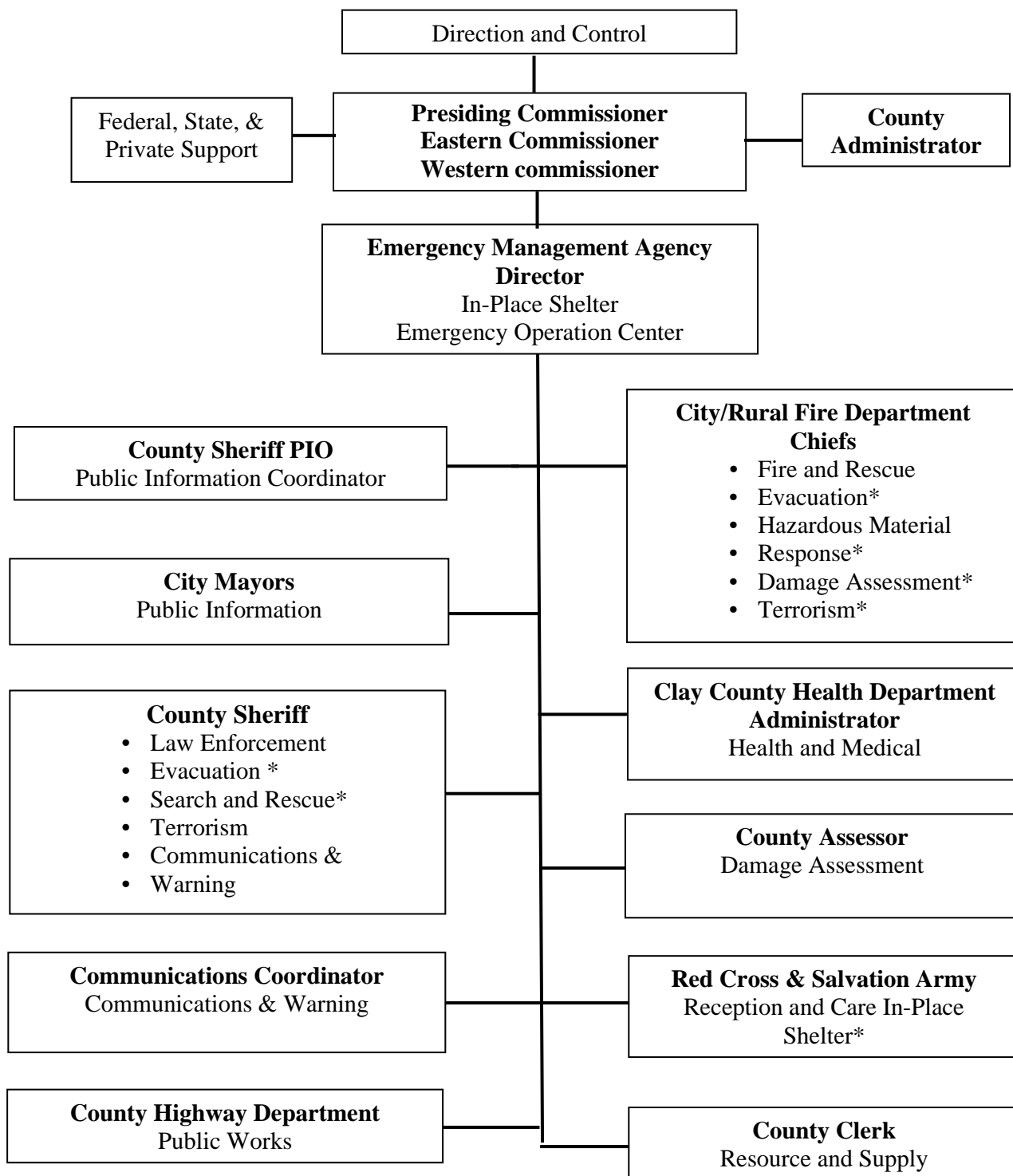
VI. ADMINISTRATION AND LOGISTICS

- A. The EOC will serve as a central point for coordinating the operational, logistical, and administrative support needs of response personnel at the disaster site, public shelters, and agency work/control/dispatch centers.
- B. Requests for assistance, general messages, and reports will be handled using the procedures and forms in Appendix 3 to this Annex.
- C. A record of all persons entering and departing the EOC will be maintained by security personnel at the entrance. All personnel will be issued a pass to be worn while in the EOC and to be returned when departing from the premises.

VII. APPENDICES

- 1. Direction and Control Functional Diagrams (Clay County)
- 2. EOC Staffing Roster and Call-Up List
- 3. Message Handling Procedures
 - Attachment A - Message Form
 - Attachment B - Communications Log
 - Attachment C - Significant Events Log
- 4. EOC Standard Operating Guidelines
- 5. National Incident Management System

COUNTY DIRECTION AND CONTROL FUNCTIONAL DIAGRAM



* Joint Primary Responsibility

EOC STAFFING ROSTER AND CALL-UP LIST

The key individuals and agencies that will direct/coordinate operations from the Clay County EOC are identified here. Names and telephone numbers are not published because they change frequently and therefore will be outdated quickly. This information will be maintained by the County Emergency Management Director and the E-911 Communications Center Manager. Not all county and city services/organizations are listed here. Additional contact lists can be found in other Annexes to this plan (i.e., utility companies, medical services, rural fire departments/districts, etc.). The procedures for staffing the EOC are explained further in Appendix 3 to the Basic Plan.

CLAY COUNTY

All area codes are (816) unless otherwise noted

POSITION	W-PHONE
*Direction & Control Coordinator - Presiding Commissioner	407-3611
Eastern District Commissioner	407-3613
Western District Commissioner	407-3612
*Emergency Management Director - In-Place Shelter Coordinator	407-3730
*Assistant Emergency Management Director - Damage Assessment Coordinator	407-3730
*County Sheriff - Law Enforcement, Evacuation & Terrorism Coordinator	407-3750
*Resource & Supply Coordinator - County Clerk	407-3572
County Assessor - Disaster Assessment	407-3502
Prosecuting Attorney	407-8302
*Public Works Coordinator - Highway Department Director	407-3306
County Medical Examiner (Frontier Forensics)	913-299-1533
*Communications & Warning Coordinator - Communications Coordinator	407-3707
*Health & Medical Coordinator - Health Department Director	595-4200
*Emergency Public Information Officer - Sheriff's Office	407-3730
*Reception & Care Coordinator- American Red Cross	841 5241
*Reception & Care Coordinator - Salvation Army	471-4337

* Denotes EOC Direction and Control Staff that have been assigned primary responsibility for the emergency management functions.

Each Annex Coordinator is responsible for keeping an up-to-date list of contact name and numbers to support their responsibilities and supply a copy of the lists to the Emergency Management Director.

EOC STAFFING ROSTER/CALL-UP LIST MUNICIPALITIES

All area codes (816) unless otherwise noted

Position	W-Phone
(Mayors) Claycomo	452-5539
Excelsior Springs	630-0752
Fishing River	1-816-635-5911
Gladstone	436-2200
Holt	320-3391
Kearney	628-4142
Lawson	580-3217
Liberty	439-4413
North Kansas City-	274-6000
Pleasant Valley	781-3996
Smithville	532-3897
Fire Dept. Claycomo	452-4612
Excelsior Springs	630-3000
Fishing River	628-4191
Holt	320-3612
Kearney	628-4122
Lawson	580-3903
Liberty	439-4310
Gladstone Fire	454-8310
North Kansas City	274-6025
Pleasant Valley	792-0200
Smithville	532-4547
Police Dept. Claycomo	452-5539
Excelsior Springs	630-2000
Gladstone Police	436-3550
Kearney	628-3925
Lawson	580-7210
Oakview	436-9150
Liberty	439-4701
North Kansas City	274-6010
Pleasant Valley	781-7373
Smithville	532-0500

EOC STAFFING ROSTER/CALL-UP LIST RESOURCES

Hospitals	
Position	W-Phone
Excelsior Springs	630-6081
Liberty	781-7200
North Kansas City	691-2000

Ambulances 513-0900	
Position	W-Phone
Excelsior Springs	630-3000
Claycomo	452-4612
Holt	320-3612
Kearney	628-4122
KCFD	513-
Lawson	580-3903
Liberty	439-4310
North Kansas City	274-6025
Smithville (NRAD)	858-4450
Public Works Dept: Excelsior Springs	630-0755

MESSAGE HANDLING PROCEDURES

- A. All reports/messages coming into the EOC will be acknowledged by recording them on the message form (see Attachment A to this Appendix). This procedure applies to anyone receiving a message by radio, telephone, e t c .
- B. Each message will be entered into the communications/message log (see Attachment B to this Appendix). The log will show date and time the message was received along with the individual/department sending it.
- C. After the message has been logged, it will be given to the Emergency Management Director for routing to the appropriate function coordinator(s). A copy of each message that contains damage information will also be given to the damage assessment coordinator for collection, analysis and display of information in the EOC.
- D. If the information contained in the message is vitally important, it will be entered into a significant events log preferably on WEB EOC. This log will be used to record key disaster related information (i.e., casualty information, health concerns, property damage, fire status, size of risk area, scope of the hazard to the public, number of evacuees, radiation dose, etc.). See Attachment C to this Appendix for a copy of the log.
- E. The message receiver is responsible for checking the accuracy of the message. (If the message is found to be inaccurate, the Emergency Management Director will be notified and will then inform any others who have also received this message.) The appropriate action will be taken to either complete the request or if unable to respond, forward it to the Emergency Management Director.
- F. The response to the message will be disseminated as appropriate (i.e., reported to response personnel in the field, provided to the EOC staff through regularly scheduled briefings, forwarded to state officials, or disseminated to the public.) Means to communicate message will include radio, telephone, runner, etc.
- G. Outgoing messages from the EOC will also be entered into the communications/message log as mentioned previously. This will include messages that originate from the EOC which are also to be recorded on a message form.
- H. Personnel required for message handling will be furnished by the Emergency Management Director and/or E-911 Dispatch Center.

Message Form

MESSAGE NO. _____

STANDARD MESSAGE FORM

DIRECTION (CIRCLE ONE): INCOMING OUTGOING INTERNAL FOR THE RECORD			
PRIORITY (CIRCLE ONE): URGENT ROUTINE		ACTION (CIRCLE ONE): INFO ONLY RESPONSE REQUESTED	
TO: _____ (ADDRESSEE)		ORIGINATION DATE: _____ TIME: _____	
FROM: _____ (ORIGINATOR)			

TEXT: _____

SIGNATURE / AUTHORIZATION: _____

COMMUNICATIONS GROUP USE

DATE: _____	TIME: _____	MESSAGE NUMBER: _____
RECEIVED FROM: _____		
TRANSMITTED TO: _____		

DISTRIBUTION

COPIES TO:	
<input type="checkbox"/> STATUS BOARD	<input type="checkbox"/> HEALTH OFFICER
<input type="checkbox"/> COMMISSIONER _____	<input type="checkbox"/> EOC STAFF
<input type="checkbox"/> EMERGENCY MANAGEMENT DIRECTOR	<input type="checkbox"/> PUBLIC WORKS
<input type="checkbox"/> SHERIFF	<input type="checkbox"/> AMBULANCE COORDINATOR
<input type="checkbox"/> FIRE COORDINATOR	<input type="checkbox"/> PUBLIC INFORMATION OFFICER
<input type="checkbox"/> TRANSPORTATION OFFICER	<input type="checkbox"/> COUNTY TREASURER
<input type="checkbox"/> OTHER _____	<input type="checkbox"/> COUNTY ATTORNEY
<input type="checkbox"/> COMMUNICATIONS CENTER	<input type="checkbox"/> DIVISION COMMANDERS
<input type="checkbox"/> ASSESSOR'S OFFICE	<input type="checkbox"/> PLANNING & ZONING
<input type="checkbox"/> PARKS	<input type="checkbox"/> COUNTY IT DEPARTMENT
<input type="checkbox"/> SHERIFFS DEPARTMENT IT	

COMMUNICATIONS LOG

[illegible]

SIGNIFICANT EVENTS LOG

[illegible]

EOC STANDARD OPERATING GUIDELINES

The Emergency Operations Center (EOC) will be activated when a call or message is received from the National Weather Service, fire, police, or any other reliable source indicating a possible emergency situation according to Appendix 3 of the Basic Plan.

The EOC may be activated by the chief elected official, or the Emergency Management Director.

Upon activation, the call-up of all agencies and response personnel may begin pursuant to the emergency.

At the time of activation, WEB EOC and the Emergency Operations Plan will be put into operation and all procedures followed.

Once the emergency situation has subsided and a shut-down commences, there shall be a run-down of the call list indicating an end to the emergency.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

I. PURPOSE

This appendix further defines the principles and processes outlined in the National Incident Management System (NIMS). The NIMS represents a core set of doctrine, principles, terminology, and organizational processes to enable effective, efficient, and collaborative incident management at all levels. An important part of the NIMS is the use of the Incident Command System (ICS).

At state and local levels, Emergency Operations Centers (EOC) coordinate response and recovery activities. The State Emergency Operations Center (SEOC) coordinates the response, recovery, and leadership responsibilities of the Governor, key staff, state department or agency heads, technical advisors, and representatives of private sector organizations. This appendix describes the standardized organizational structures, to include the Incident Command System (ICS), Multi-Agency Coordination Systems (MACS), and public information systems established by the National Incident Management System (NIMS). It also describes some of the processes, procedures and systems needed to improve interoperability among jurisdictions and disciplines in various areas.

Because interaction between state and local jurisdictions is vital to these activities, this appendix can also be used as a model for local jurisdictions throughout Missouri to use for expanding their plans for incident management. This is extremely critical in this era of limited assets and will help ensure that the Missouri State Emergency Operations Plan (SEOP), the National Response Framework (NRF) and Local Emergency Operations Plans (LEOP) complement each other and, when used together, they ensure that effective response and recovery operations are instituted.

II. SITUATION AND ASSUMPTIONS

A. Situation:

1. The National Incident Management System (NIMS) was developed to provide a consistent nationwide framework for standardizing incident management practices and procedures. NIMS ensures that federal, state, and local jurisdictions work effectively, efficiently, and cooperatively to prepare for, respond to, and recover from domestic incidents of any cause, size, or complexity.

2. The NIMS provides a consistent, flexible, and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery, and mitigation.
3. Missouri is exposed to a number of hazards that would require the State Emergency Operations Center (SEOC) to coordinate and manage response and recovery operations.
4. Because of Missouri's size and diversity, the State must have the capability to monitor and manage several types of disasters at multiple locations concurrently.

B. Assumptions:

1. Because of its balance between flexibility and standardization, the National Incident Management System (NIMS) provides the framework for interoperability and compatibility.
2. The NIMS provides a consistent nationwide approach for Federal, State, and Local governments to work effectively together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.
3. NIMS provides a set of standardized organizational structures, including the Incident Command System (ICS), multi-agency coordination systems, and public information systems, as well as requirements for processes, procedures, and systems to improve interoperability among jurisdictions and disciplines in various areas.
4. The success of any incident operations will depend on the ability of local, State, and/or Federal government to mobilize and effectively utilize multiple outside resources. These resources must come together in an organizational framework that is understood by everyone and must utilize a common plan, as specified through a process of incident action planning.
5. The NIMS is based on procedures that are adequate for response to any disaster condition that could arise in Missouri.
6. State officials respond as directed in Appendix I to the Basic Plan (Emergency/Disaster Classification Procedures), Annex A (Direction and Control), and this Appendix.

III. COMMAND AND MANAGEMENT

- A. Incident Command System. ICS is used by the State of Missouri to effectively and efficiently manage incidents throughout the state by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

1. Concepts and Principles.

- a. Incidents are managed locally.

- (1) Most incidents within the State of Missouri are handled by local governments through the use of their own resources or a combination of their resources and those available through local mutual aid agreements.
- (2) Local emergency operations plan, and the corresponding standard operating procedures establish the processes used by the local government to respond to these incidents.
- (3) For multi-discipline and or multi-jurisdictional incidents that are beyond the capability of the local government, SEMA can provide assistance from their staff or coordinate the use of other State departments (with an approved executive order) to assist the affected jurisdiction.

- b. Field Command and Management Functions.

- (1) All field command and management functions, as well as SEOC operations are performed in accordance with the standard Incident Command System organizations, doctrines, and procedures.
- (2) Because incidents and locations are unique, Incident Commanders and the SEOC Floor Supervisor have the authority and flexibility to modify established procedures and organizational structure as needed to accomplish the mission in the context of a particular hazard scenario.

- c. The Incident Command System (ICS) is modular and scalable.
- d. The Incident Command System has interactive management components.
- e. The Incident Command System establishes common terminology, standards, and procedures that enable diverse organizations to work together effectively.
- f. The Incident Command System incorporates measurable objectives.
- g. The implementation of the Incident Command System should have the least possible disruption on existing systems and processes.
- h. The Incident Command System should be user friendly and be applicable across a wide spectrum of emergency response and incident management disciplines.

2. Management Characteristics.

- a. Common Terminology.
 - (1) The incident command system establishes common terminology that allows different incident management and support entities to work together across a variety of incident management functions and hazard scenarios.
 - (2) This common terminology includes naming and defining those major functions and functional units with domestic incident management responsibilities, typing major resources (including personnel, facilities, major equipment, and supply items) with respect to their capabilities, and designating the facilities in the vicinity of the incident area that will be used in the course of incident management activities.

- b. **Modular Organization.** The Incident Command system (ICS) organizational structure develops in a top-down, modular fashion that is based on the size and complexity of the incident, as well as the specifics of the hazard environment created by the incident.
- c. **Management by Objective.** The entire ICS organization must accomplish these tasks in order to effectively manage an incident:
 - (1) Establish overarching objectives;
 - (2) Develop and issue assignments, plans, procedures, and protocols;
 - (3) Establish specific, measurable objectives for each incident management functional activity; and
 - (4) Document the results to measure performance and facilitate corrective action.
- d. **Reliance on an Incident Action Plan (IAP).**
 - (1) The Incident Action Plan provides a coherent means of communicating the overall incident objectives in the context of both operational and support activities.
 - (2) The Planning Section Chief within the State Emergency Operations Center is responsible for the coordination and preparation of the IAP.
 - (3) The State Unified Command and/or the Area Command approves the IAP. See Tab K to this appendix.
 - (4) Detailed information on the development of the Incident Action Plan is included as Tab K to Appendix 3 to Annex A of the State Emergency Operations Plan (SEOC).
- e. **Manageable Span of Control.**
 - (1) The type of incident, nature of the task, hazards and safety factors, and distances between personnel and resources all influence span of control.
 - (2) The span of control of any individual with incident management supervisory responsibility should range from three to seven subordinates.

f. Pre-Designated Incident Locations and Facilities.

- (1) Various types of operational locations and support facilities are established in the vicinity of an incident to accomplish a variety of purposes.
- (2) The Incident Commander will direct the identification and location of these facilities based on the requirements of the current situation.
- (3) For disaster operations within the State of Missouri the following pre-designated locations and/or facilities are used:
 - i. State Unified Command. Established to oversee the management of large or multiple incidents to which several Incident Management Teams (IMT) and/or Area Commands have been assigned. State Unified Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed.
 - ii. State Area Command. An Area Command is established either to oversee the management of multiple incidents that are each being handled by a separate ICS organization or to oversee the management of a very large incident that involves multiple ICS organizations, such as would likely be the case for incidents that are not site specific, geographically dispersed, or evolve over longer periods of time.
 - iii. State Staging Areas: Temporary facilities at which commodities, equipment, and personnel are received and pre-positioned for deployment.

- iv. State Staging Areas - Affected. Temporary facilities located within the affected area at which commodities, equipment, and personnel are received and pre-positioned for deployment.
 - v. Points of Distribution Sites (PODS): Temporary local facilities at which commodities are distributed directly to disaster victims. Locations are identified in Local Emergency Operations Plans and serve as distribution sites during a catastrophic event.
- g. Comprehensive Resource Management.
- (1) Resource management includes processes for categorizing, ordering, dispatching, tracking, and recovering resources.
 - (2) It also includes those processes and procedures for reimbursement for resources.
 - (3) Resources are defined as personnel, teams, equipment, supplies, and facilities that are available, or potentially available, for assignment in support of incident management and emergency response activities.
- h. Integrated Communications.
- (1) Incident communications are facilitated through the development and use of a common communications plan and interoperable communications processes and procedures.
 - (2) Preparedness planning must address the equipment, systems, and protocols necessary to achieve integrated voice and data incident management communications.

i. Establishment and Transfer of Command.

- (1) The command function must be clearly established from the beginning of incident operations.
- (2) The agency with primary jurisdictional authority over the incident designates the incident commander.
- (3) When command is transferred, the process must include a briefing that captures all essential information for continuing safe and effective operations.

j. Chain of Command and Unity of Command.

- (1) Chain of command refers to the orderly line of authority within the incident management organization.
- (2) Unity of command means that every individual has a designated supervisor to whom they report.
- (3) These principles clarify reporting relationships and eliminate the confusion caused by multiple, conflicting directives.

k. State Unified Command.

- (1) Used in incidents that involves multiple jurisdictions, a single jurisdiction with multi-agency involvement, or multiple jurisdictions with multi-agency involvement.
- (2) State Unified Command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

l. Accountability of Resources and Personnel.

- (1) Check-In. All responders must report in to receive an assignment in accordance with the procedures established by the incident commander.
- (2) Incident Action Plan. Response operations must be directed and coordinated as outlined in the Incident Action Plan (IAP).

- (3) Unity of Command. Each individual involved in incident operations will be assigned to only one supervisor.
- (4) Span of Control. Supervisors must be able to adequately supervise and control their subordinates, as well as communicate and manage all resources under their supervision.
- (5) Resource Tracking. Supervisors must record and report resource status changes as they occur.
- (6) Deployment. Personnel and equipment should respond only when requested or when dispatched by an appropriate authority.
- (7) Information and Intelligence Management. The incident management organization must establish a process for gathering, sharing, and managing incident-related information and intelligence.

3. Incident Command System (ICS) Organization and Operations.

a. Command Staff.

- (1) The Command Staff is responsible for the overall management of the incident.
- (2) When an incident occurs within a single jurisdiction and there is no jurisdictional or functional agency overlap, a single Incident Commander should be designated by the appropriate jurisdictional authority. This individual will have overall incident management responsibility.
- (3) The Command Staff function for any response involving State resources or resources requested and received by the State is as follows:
 - i. State Unified Command:
 - Used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions.

- For the purposes of any response by the State of Missouri, the State Emergency Operations Center (and corresponding organizational structure) serves as the State Unified Command.
- The senior official from the state, as designated by the Governor of the State of Missouri to lead the State Unified Command, is the Director of Public Safety or their successor. The Director of Public Safety will be the Principal State Official (PSO) responsible for the State Unified Command and for coordinating with all departments, commissions, and agencies on behalf of the Governor.
- Operates under a common set of objectives, strategies, priorities, and a single Incident Action Plan (IAP) to maximize the use of available resources.

ii. Area Command:

- The forward element for command and control of State of Missouri resources
- Ensures all area activities are directed toward accomplishment of the IAP.
- The basic organization structure will be similar to that of the State Unified Command.
- During a catastrophic event (New Madrid Earthquake, etc.) there may be several Area Commands established. If so, all of them would report to the State Unified Command established at the Missouri State Emergency Operations Center (SEOC).

(4) Command Staff responsibilities:

i. Public Information Officer (PIO):

- Responsible for interfacing with the public and the media
- Develops accurate and complete information on the incident's cause, size, and current situation; resources committed; and other matters of general interest for both internal and external use.

- May perform a public information monitoring role.
- Only one incident Public Information Officer (PIO) should be designated. He/she may have several assistants, as needed.
- The Incident Commander must approve the release of all incident related information.

ii. Safety Officer:

- Monitors incident operations and advises the Incident Commander on all matters relating to operational safety, including the health and safety of emergency responder personnel.
- The Safety Officer has emergency authority to stop and/or prevent unsafe acts during incident operations.
- The Safety Officer must ensure the coordination of safety management functions and issues across jurisdictions, across functional agencies, and with private-sector and non-governmental organizations.

iii. Liaison Officer:

- The Liaison Officer is the point of contact for representatives of other governmental agencies, non-governmental organizations, and/or private entities.
- Personnel from public or private organizations involved in incident management activities may be assigned to the Liaison Officer to facilitate coordination.

iv. Assistants:

- Command Staff members may need one or more assistants to manage their workloads during large or complex incidents.
- Each Command Staff member is responsible for organizing his or her assistants for maximum efficiency.

v. Additional Command Staff:

- Additional Command Staff may be necessary based on the nature and location of the incident, and/or specific requirements established by the Incident Commander, the Area Command, and/or the State Unified Command.
- Examples include Legal Counsel, Medical Advisor, etc.

b. Operations Section.

- (1) The Operations Section is responsible for all activities focused on reduction of the immediate hazard, saving lives and property, establishing situational control, and restoration of normal operations.

(2) Operations Section Chief:

- i. The Operations Section Chief is responsible to the Incident Commander or State Unified Commander for the direct management of all incident-related operational activities.
- ii. The Operations Section Chief will establish tactical objectives for each operational period. Other section chiefs and unit leaders establish their own supporting objectives.
- iii. An Operations Chief should be designated for each operational period and should have direct involvement in the preparation of the Incident Action Plan (IAP).

(3) Branches:

- i. Branches may be used to serve several purposes and may be functional or geographic in nature.
- ii. In general, branches are established when the number of divisions or groups exceeds the recommended span of control of one supervisor to three to seven subordinates for the Operations Section Chief (a ratio of 1:5 is normally recommended, or 1:8 to 1:10 for many larger-scale law enforcement operations).

(4) Divisions and Groups:

- i. Divisions and Groups are established when the number of resources exceeds the manageable span of control of the Incident Command and/or the Operations Section Chief.

- Establish Divisions to divide an incident into physical or geographical areas of operation.
- Establish Groups to divide the incident into functional areas of operation.
- For certain types of incidents, for example, the Incident Commander (IC) may assign intelligence- related activities to a functional group in the Operations Section. There also may be additional levels of supervision below the Division or Group level.

(5) Resources:

- i. Resources refer to the combination of personnel and equipment required to enable incident management operations.
- ii. Resources may be organized and managed in three different ways, depending on the requirements of the incident:
 - Single Resources. These are individual personnel and equipment items and the operators associated with them.
 - Task Forces. A Task Force is any combination of resources assembled in support of a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

- Strike teams. Strike Teams are a set number of resources of the same kind and type that have an established minimum number of personnel. The use of Strike teams and Task Forces is encouraged, wherever possible, to optimize the use of resources, reduce the span of control over a large number of single resources, and reduce the complexity of incident management coordination and communications.

(6) Planning Section.

i. The Planning Section:

- Collects, evaluates, and disseminates incident situation information and intelligence to the Incident Commander (IC), the Area Command, and/or the State Unified Command and incident management personnel;
- Prepares status reports;
- Displays situation information;
- Maintains status of resources assigned to the incident; and
- Develops and documents the Incident Action Plan (IAP) based on guidance from the Incident Commander, the Area Command, and/or the State Unified Command.

i. The Planning Section is also responsible for developing and documenting the Incident Action Plan (IAP).

ii. The Incident Action Plan includes the overall incident objectives and strategies established by the Area Command and/or the State Unified Command.

- In the case of Unified State Command, the Incident Action Plan (IAP) must adequately address the mission and policy needs of each jurisdictional agency and the various Area Commands, as well as interaction between jurisdictions, functional agencies, and private organizations.

- The Incident Action Plan (IAP) also addresses tactical objectives and support activities required for one operational period, generally 12 to 24 hours.
 - The IAP also contains provisions for continuous incorporation of "lessons learned" as incident management activities progress.
- iii. An Incident Action Plan is especially important when:
- Resources from multiple agencies and/or jurisdictions are involved;
 - Multiple jurisdictions are involved;
 - The incident will effectively span several operational periods;
 - Changes in shifts of personnel and/or equipment are required; or
 - There is a need to document actions and/or decisions.
- iv. The Incident Action Plan (IAP) will typically contain a number of components. These are shown in Tab K to this Appendix.

(7) Logistics Section.

- i. The Logistics Section is responsible for all support requirements needed to facilitate effective and efficient incident management, including ordering resources from off-incident locations.
- ii. It also provides facilities, transportation, supplies, equipment maintenance and fuel, food services, communications and information technology support, and emergency responder medical services, including inoculations, as required.

(8) Finance/Administration Section.

- i. A Finance/Administration Section is established when the agency(s) involved in incident management activities require(s) finance and other administrative support services.

- ii. Not all incidents will require a separate Finance/Administration Section. In cases that require only one specific function (e.g., cost analysis), this service may be provided by a technical specialist in the Planning Section.

(9) Intelligence.

- i. Intelligence includes not only all types of classified information but also other operational information, such as risk assessments, medical intelligence (i.e., surveillance), weather information, geospatial data, structural designs, toxic contaminant levels, and utilities and public works data, that may come from a variety of sources.
- ii. While there is an information and intelligence function within the Planning Section, there is a separate Intelligence Section established as part of the State's Unified Command.
- iii. Regardless of how this function is organized, all information and intelligence must be appropriately analyzed and shared with personnel, designated by the Incident Commander, who have proper clearance and a "need-to-know" to ensure that they support decision-making.
- iv. Responsible for developing, conducting, and managing information-related security plans and operations as directed by the Incident Commander, Area Command, and/or State Unified Command.
- v. Responsible for coordinating information and operational security matters with the public awareness activities that fall under the responsibility of the Public Information Officer.

(10) Area Command.

- i. Description.
 - An Area Command is activated only if necessary, depending on the complexity of the incident management span-of-control considerations.
- ii. An agency administrator or other public official with jurisdictional responsibility for the incident usually makes the decision to establish an Area Command. For incidents involving State response this decision is made by the Governor's Unified Command and/or the State Unified Command.

iii. In the event of a catastrophic event within the State of Missouri, the procedures established in the Catastrophic Event annex to the State Emergency Operations Plan (SEOP) will be followed.

- An Area Command is established either to oversee the management of multiple incidents that are each being handled by a separate ICS organization or to oversees the management of a very large incident that involves multiple ICS organizations, such as would likely be the case for incidents that are not site specific, geographically dispersed, or evolve over longer periods of time, (e.g., a bioterrorism event).
- Area Command should not be confused with the functions performed by an emergency operations center (EOC). An Area Command oversees management of the incident(s), while an EOC coordinates support functions and provides resource support.
- If the incidents under the authority of the Area Command are multi-jurisdictional, then a State Unified Command should be established.

iv. Responsibilities. (For their assigned area of operations)

- Set overall incident-related priorities.
- Allocate critical resources according to established priorities.
- Ensure that incidents are properly managed;
- Ensure that incident management objectives are met and do not conflict with each other or with agency policy;
- Identify critical resource needs and report them to the appropriate unified command, emergency operations centers and/or multi-agency coordination entities; and
- Ensure that short term emergency recovery is coordinated to assist in the transition to full recovery operations.

(11) State Unified Command.

i. Description.

- An application of the Incident Command System used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions.

ii. The Missouri State Emergency Operations Center (SEOC) serves as the State Unified Command for incidents involving multiple political jurisdictions and/or state/federal resources.

iii. The senior official from the state, as designated by the Governor of the State of Missouri to lead the State Unified Command, is the Director of Public Safety or their successor. The Director of Public Safety will be the Principal State Official (PSO) responsible for the State Unified Command and for coordinating with all departments, commissions, and agencies on behalf of the Governor.

iv. When activated, the State Emergency Operations Center is staffed by personnel from the State Emergency Management Agency (SEMA), representatives from various State agencies/departments, key volunteer groups/organizations, federal agencies, and other disciplines as determined by the State Unified Command.

- Actual staffing of the State Unified Command will be determined by the size, type, and impact of the specific incident.
- Each agency and/or department has the flexibility to determine who their representative(s) at the SEOC will be. However, the individual(s) must be knowledgeable of the authorities, capabilities, and resources of their respective agency/department.
- Agency/department representatives must also have the ability/authority to commit agency/department resources including, but not limited to, personnel, equipment, supplies, and any other resources needed to effectively and efficiently respond to and recover from the incident.

- v. Responsibilities (for incident response and recovery operations throughout the State).
 - 1. Set overall incident-related priorities.
 - 2. Ensure that the overall State response to, and recovery from, the incident(s) is properly managed;
 - 3. Ensure that overall incident management objectives are met and do not conflict with each other or with agency policy;
 - 4. Identify critical resource needs and locate suitable assets to fill those needs from federal, in-state, out- state, private industry, and/or volunteer groups;
 - 5. Coordinate critical resource needs among the various affected jurisdictions, and response and recovery entities;
 - 6. Allocate critical resources to the established Area Commands according to established priorities and the Incident Action Plan;
 - 7. Ensure that short term emergency response and recovery operations are coordinated throughout the State to assist in the transition to long term recovery operations.

(12) Multi-agency Coordination Systems.

- Definition.
 - A combination of facilities, equipment, personnel, procedures, and communications integrated into a common system with responsibility for coordinating and supporting domestic incident management activities.
- The primary functions of multi-agency coordination systems are:
 1. Support incident management policies and priorities;
 2. Facilitate logistics support and resource tracking;
 3. Inform resource allocation decisions using incident management priorities;
 4. Coordinate incident related information; and
 5. Coordinate interagency and intergovernmental issues regarding incident management policies, priorities, and strategies.
- Multi-agency coordination systems may contain Emergency Operations Centers and (in certain multi-jurisdictional or complex incident management situations) multi-agency coordinating entities.

(13) Emergency Operations Centers.

- i. Emergency Operations Centers (EOC) represent the physical location at which the coordination of information and resources to support incident management activities takes place.

- ii. When activated the EOC must establish communication and coordination between the Incident Commander, Area Command(s), and Unified Commands as appropriate.
- iii. The State Emergency Operations Center (SEOC) is the focal point for all State response and recovery activities as the Governor's Unified Command.

(14) Multi-agency Coordination Entities.

- i. When incidents cross disciplinary or jurisdictional boundaries or involve complex incident management scenarios, a multi-agency coordination entity (i.e., Missouri State Emergency Management Agency), will be used to facilitate incident management and policy coordination.
- ii. The incident and the needs of the impacted jurisdictions will dictate how these multi-agency coordination entities operate and how they are structured.
- iii. The SEOC will typically be staffed by senior individuals (or their designees) from organizations and agencies with direct incident management responsibility or with significant incident management support or resource responsibilities. These individuals must have the authority to make decisions and commit their respective agencies/departments resources.
- iv. The Missouri State Emergency Operations Center serves as the State's EOC, a multi-agency coordination entity, and the operating location for the Governor's Unified Command.
- v. The SEOC provides strategic coordination during domestic incidents. The Missouri SEOC will coordinate and maintain communications with other agencies and local emergency operations centers EOC in order to provide uniform and consistent guidance to incident management personnel.
- vi. Regardless of form or structure, the principal functions and responsibilities of multi-agency coordination entities typically include the following:

1. Ensuring that each agency involved in incident management activities is providing appropriate situational awareness and resource status information;
 2. Establishing priorities between incidents and/or Area Commands in concert with the Incident Commander (IC) or the State Unified Command involved;
 3. Acquiring and allocating resources required by incident management personnel in concert with the priorities established by the Incident Commander (IC), Area Command, and/or the State Unified Command;
 4. Anticipating and identifying future resource requirements;
 5. Coordinating and resolving policy issues arising from the incident(s); and
 6. Providing strategic coordination as required.
- vii. Following incidents, multi-agency coordination entities are also typically responsible for ensuring that improvements in plans, procedures, communications, staffing, and other capabilities necessary for improved incident management are acted on. These improvements should also be coordinated with all other appropriate organizations.

(15) Public Information Systems.

- i. Systems and procedures for communicating timely and accurate information to the public are critical during crisis or emergency situations.
- ii. Public Information Principles.
 - The Public Information Officer (PIO) supports the incident command structure. Basic responsibilities of the PIO include:
 1. Represent and advise the incident command on all public information matters relating to the management of the incident;

2. Handle media and public inquiries, emergency public information and warnings, rumor, and media monitoring;
 3. Coordinate and disseminate accurate and timely information related to the incident, particularly regarding information on public health and safety;
 4. Coordinate public information at or near the incident site;
 5. Serve as the on-scene link to the Joint Information System (on-scene PIO);
 6. During large scale operations, several Public Information Officers (PIO) would be required, in the field and in the Joint Information Center.
- iii. Public information functions must be coordinated and integrated across jurisdictions and across functional agencies; among federal, state, and local partners; and with private-sector and non-government organizations.
- iv. Organizations participating in incident management retain their independence.
- Incident commands and multi-agency coordination agencies are responsible for establishing and overseeing Joint Information Centers (JIC) including processes for coordinating and clearing public communications.
 - For those large operations utilizing a State Unified Command, the departments, agencies, organizations, or jurisdictions that contribute to joint public information management do not lose their individual identities or responsibility for their own programs or policies.
 - Each entity contributes to the overall unified message.

4. System Description and Components.

a. Joint Information System (JIS).

- i. The JIS provides an organized, integrated, and coordinated mechanism to ensure the delivery of understandable, timely, accurate, and consistent information to the public in a crisis.
- ii. It includes the plans, protocols, and structures used to provide information to the public during incident operations.
- iii. It encompasses all public information operations related to an incident, including all Federal, State, local, and private organization PIO, staff, and JIC established to support an incident.
- iv. Key elements of the Joint Information System include the following:
 - Interagency coordination and integration;
 - Developing and delivering coordinated messages;
 - Support for decision-makers; and
 - Flexibility, modularity, and adaptability.

b. Joint Information Center (JIC).

- i. A JIC is a physical location where public affairs professionals from organizations involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public-affairs functions.
- ii. The Department of Public Safety Communications Director serves as the JIC coordinator.

- iii. It is important for the JIC to have the most current and accurate information regarding incident management activities at all times.
- iv. The JIC provides the organizational structure for coordinating and disseminating official information.
- v. The JIC should include representatives of each jurisdiction, agency, private-sector, and nongovernmental organization involved in incident management activities.
- vi. A single JIC location is preferable, but the system should be flexible and adaptable enough to accommodate multiple JIC locations when the circumstances of an incident require.
- vii. If multiple Joint Information Centers (JIC) are used, each JIC must have procedures and protocols to communicate and coordinate effectively with other JIC, as well as with other appropriate components of the JCS organization.

IV. RESOURCE MANAGEMENT

- A. Concepts and Principles.
 - 1. Resource Management involves coordinating and overseeing the application of tools, processes, and systems that provide incident managers with timely and appropriate resources during an incident.
 - 2. Resources include personnel, teams, facilities, equipment, and supplies.
 - 3. Resource management coordination activities take place within the Logistics Section of the State Emergency Operations Center (SEOC). This Section, in conjunction with the State Unified Command, will also prioritize and coordinate resource allocation and distribution during incidents.

4. Resource management involves four primary tasks:
 - a. establishing systems for describing, inventorying, requesting, and tracking resources;
 - b. activating these systems prior to and during an incident;
 - c. dispatching resources prior to and during an incident; and
 - d. deactivating or recalling resources during or after incidents.

B. Managing Resources

1. General. Managing Resources
 - a. The State of Missouri uses the concepts and principles of the National Incident Management System (NIMS) to conduct all of its response and recovery operations, including its logistics operations.
 - b. In accordance with NIMS, the State uses standardized procedures, methodologies, and functions in its resource management processes. These processes reflect functional considerations, geographic factors, and validated practices within and across disciplines.
2. There are nine processes for managing resources:
 - a. Identifying and Typing Resources.
 - i. Resource typing entails categorizing by capability the resources that incident managers commonly request, deploy, and employ.
 - ii. Measurable standards identifying the capabilities and performance levels of resources serve as the basis for categories.
 - iii. Resource kinds may be divided into subcategories (types) to define more precisely the resource capabilities needed to meet specific requirements.
 - b. Certifying and Credentialing Personnel.

- i. Personnel certification entails authoritatively attesting that individual meet professional standards for the training, experience, and performance required for key incident management functions.
 - ii. Credentialing involves providing documentation that can authenticate and verify the certification and identify of designated incident managers and emergency responders.
 - iii. This system helps ensure that personnel representing various jurisdictional levels and functional disciplines possess a minimum common level of training, currency, experience, physical and medical fitness, and capability for the incident management or emergency responder position they are tasked to fill.
- c. Inventorying Resources.
 - i. The Logistics Section staff will use available resource inventory systems (E-Team, etc.) to assess the availability of assets provided by public, private, and volunteer organizations.
 - ii. Key issues involving resource inventories that must be addressed during each incident include:
 - iii. The process (if any) that will be used to make the data available to area commands, other emergency operations centers, and multi-agency coordination entities.
 - iv. Determining whether or not the primary-use organization needs to warehouse items prior to an incident. The Logistics Section will make this decision by considering the urgency of the need, whether there are sufficient quantities of required items on hand, and/or whether they can be obtained quickly enough to meet demand.

v. Identifying Resource Requirements.

1. The Logistics Section within the State Emergency Operations Center (SEOC) will identify, refine, and validate resource requirements throughout incident response and recovery operations.
2. The process of accurately identifying resource requirements involves determining:
 - What and how much is needed;
 - Where and when it is needed; and
 - Who will be receiving or using it?
3. Because resource availability and requirements will constantly change as the incident evolves, all entities participating in an operation must coordinate closely in this process.

d. Ordering and Acquiring Resources.

- i. Requests for items that the incident command cannot obtain locally are submitted through the applicable Area Command.
- ii. If the applicable Area Command is unable to fill the order locally, the order is forwarded to the Logistics Section within the State Unified Command.

e. Mobilizing Resources

- i. Incident personnel begin mobilizing when notified through established channels. In the event of a catastrophic earthquake event many of the initial mobilization actions are addressed through an automatic response process.
- ii. Deploying personnel should be provided the following information as a minimum:

- The date, time, and place of departure;
 - Mode of transportation to the incident;
 - Estimated date and time of arrival;
 - Reporting location (address, contact name, and phone number); and
 - Anticipated incident duration of deployment.
- iii. When resources arrive on scene, they must formally check in. This starts the on-scene in- processing and validates the order requirements.
 - iv. Notification that the resource has arrived is sent back through the system to the Logistics Section at the State Emergency Operations Center.
 - v. The Logistics Section will usually plan and prepare for the demobilization process at the same time they begin the resource mobilization process. Early planning for demobilization:
 - Facilitates accountability
 - Makes transportation of resources as efficient as possible;
 - Keeps costs as low as possible; and
 - Delivery as fast as possible.
- f. Tracking and Repotting Resources.
- i. Resource tracking is a standardized, integrated process conducted throughout the life cycle of an incident by all agencies at all levels.
 - ii. This resource tracking process:
 - Provides incident managers with a clear picture of where resources are located;

- Helps staff prepare to receive resources;
 - Protects the safety of personnel and security of supplies and equipment; and
 - Enables the coordination of movement of personnel, equipment, and supplies.
- iii. The Logistics Section will use established procedures to track resources continuously from mobilization through demobilization.
 - iv. The Logistics Section will provide this real- time information to key decision makers within the Governor's Unified Command, the State Unified Command, and the applicable Area Command(s) as needed.
 - v. All personnel involved in the resource management process will follow all applicable federal, state, and/or local procedures for acquiring and managing resources, including reconciliation, accounting, auditing, and inventorying.
- g. Recovering Resources.

Recovery involves the final disposition of all resources. During this process, resources are rehabilitated, replenished, disposed of, and retrograded:

- i. Nonexpendable Resources.
 - These are fully accounted for at the incident site and again when they are returned to the unit that issued them. The issuing unit then restores the resources to fully functional capability and readies them for the next mobilization.
 - In the case of human resources adequate rest and recuperation time and facilities must be provided.
- ii. Expendable Resources.

- These are also fully accounted for. Restocking occurs at the point from which a resource was issued.
- Resources that require special handling and disposition (e.g., biological waste and contaminated supplies, debris, and equipment) must be dealt with according to established regulations and policies.

h. Reimbursement.

- i. Reimbursement provides a mechanism to fund critical needs that arise from incident-specific activities.
- ii. Processes and procedures, including mechanisms for collecting bills, validating costs against the scope of the work, ensuring that proper authorities are involved, and accessing reimbursement programs, must be in place to ensure that resource providers are reimbursed in a timely manner.
- iii. The State will pursue all available sources of reimbursement for resources expended during a disaster incident. These would include, but are not limited to:
 - Federal mission assignments
 - FEMA Public Assistance program
 - Mutual aid agreements
 - Donations
- iv. If these programs are not available, the incident management organization bears the costs of expendable resources.

V. **COMMUNICATIONS AND INFORMATION MANAGEMENT**

A. Concepts and Principles.

1. Effective communications, information management, and information and intelligence sharing are critical aspects of domestic incident management.
2. The principal goals of communications and information management are:
 - a. Establishing and maintaining a common operating picture
 - b. Ensuring accessibility and interoperability
3. A common operating picture and systems interoperability provide the framework necessary to:
 - a. Formulate and disseminate indications and warnings;
 - b. Formulate, execute, and communicate operational decisions at an incident site, as well as between incident management entities across jurisdictions and functional agencies;
 - c. Prepare for potential requirements and requests supporting incident management activities; and
 - d. Develop and maintain overall awareness and understanding of an incident within and across jurisdictions.

B. Managing Communications and Information.

1. The National Incident Management System (NIMS) provides the essential functions of communications and information systems at all levels in two ways
 - a. Incident Management Communications.
 - Interoperable communications systems are necessary to ensure effective communications exist between all response and recovery entities.

- **All jurisdictions and entities involved in response and recovery operations will use common terminology, as prescribed by the NIMS, for communication.**

b. Information Management.

- Successful response and recovery operations are dependent on the dissemination of accurate and timely information. There are several standard mechanisms that can be used to disseminate disaster-related information. These include:

- i. E-Team.
- ii. Incident Action Plan (IAP).
- iii. Situation Reports.
- iv. Standard interoperable communications.
- v. Coordinated and approved press releases.
- vi. Face to face personnel contact.

2. All of these must be used to conduct successful disaster response and recovery operations. Reliance on any one method to the exclusion of the others will hinder effective disaster operations.

3. The State Emergency Management Agency (SEMA) is responsible for the development and distribution of Situations Reports related to on- going disaster activities.

- The Director of SEMA, or designee, will determine the frequency of the reports and will also be the final approving authority for each report.
- Other State agencies will be required to provide input to the situation report as determined by the incident and state agency activities.

VI. DIRECTION AND CONTROL

- A. A State Unified Command will be activated at the SEOC in Jefferson City. This is the state level command where Direction and Control will be exercised for the statewide response. The senior official from the state, as designated by the Governor of the State of Missouri to lead the State Unified Command, is the Director of Public Safety or their successor. The Director of Public Safety will be the Principal State Official (PSO) responsible for the State Unified Command and for coordinating with all departments, commissions, and agencies on behalf of the Governor. The Governor delegates authority to the Principal State Official to perform these functions but remains as the Chief Elected Official of the State and serves as the final responsible official for the State and its responsibilities.
- B. Although the Director of SEMA manages and coordinates operations within the State Emergency Operations Center (SEOC), his or her authority does not exceed that of department heads, unless the Governor so designates (see Basic Plan, Section N.B.3). The SEMA Director provides chief technical advice on emergency management related issues to the PSO and the State Unified Command.
- C. Under overall guidance of the Governor (or Principal State Official), each participating department, agency, or organization maintains operational control of its resources. Mission assignments are coordinated from the SEOC. When the SEOC is activated, all actions must be reported to the SEOC to ensure a rapid and efficient response.
- D. Requests for federal and/or state assistance can come only from the chief elected official of the affected jurisdiction or that official's authorized successor (see Appendix 4 to the Basic Plan). To ensure proper coordination and format, the SEMA staff must coordinate all these requests.

VII. CONTINUITY OF GOVERNMENT

- A. The line of succession for management of incidents is:
 - 1. Governor or Principal State Official
 - 2. State Unified Command
 - 3. Area Command

- B. The line of succession for the State Emergency Management Agency (SEMA) is:
 - 1. Director
 - 2. Deputy Director
 - 3. Chief of Operations.

- C. The line of succession for the Operations Branch within the State Emergency Management Agency (SEMA) is
 - 1. Chief of Operations of SEMA
 - 2. Current designated second in command of the Operations Branch
 - 3. The first Operations Shift Supervisor who becomes available

- D. See Annex S (Continuity of Operations) of the State Emergency Operations Plan for additional Information.

- E. Lines of authority follow the lines of succession identified above. As the line of succession progresses to the next individual, the lines of authority associated with that position also progress to that individual. That transition is in effect until the event is terminated or someone in a position of higher authority assumes command.

VIII. ADMINISTRATION AND LOGISTICS

- A. Administration
 - 1. Requests for assistance, all general messages, and all reports are handled via procedures and format specified in the State Emergency Operations Center (SEOC) Standard Operating Guide (SOG). The use of reports varies according to type of emergency.

2. Each department and/or agency is responsible for maintaining its own records of expenditures for later reimbursement.
3. Security personnel at the entrance maintain a record of all persons entering and departing the SEOC. All personnel are issued access cards to be worn while in the SEOC.
4. Upon activation of the SEOC, roster updates must occur to facilitate personnel access to the SEOC or to any other Direction and Control sites cited earlier in this annex. An individual not on these updated rosters is denied admittance until the appropriate agency issues proper authorization.

B. Logistics

1. SEMA provides office supplies to personnel of other agencies assigned to work in the SEOC. Unusual or extraordinary amounts must be obtained by the appropriate agency.
2. The SEOC is equipped to meet the needs of procedures outlined in this annex. The SEOC Floor Supervisor (SEMA) should be notified if the equipment or the physical capabilities of the SEOC are not sufficient for an agency to meet its mission. This then becomes a shortfall to be added to the long-range development plan.
3. Each agency is responsible for furnishing its own transportation for Direction and Control activities. If specialized transportation is required, the agency should contact the SEOC.
4. Shower facilities are available at the SEOC for use by any staff working in the SEOC. Also, sleeping quarters are available in the Ike Skelton Missouri Army National Guard Training compound. These are only available in the most severe emergency situations and when made available by the Missouri National Guard (MoNG).
5. During SEOC operations, SEMA usually provides light snacks and drinks for break periods. The MoNG operates a cafeteria that would usually be available to SEOC staff during major occurrences.

IX. APPENDIX DEVELOPMENT AND MAINTENANCE

- A. This appendix was developed by SEMA and supported by documentation developed by participating agencies.
- B. SEMA initiates an annual review and update of this annex. Agencies formulate necessary updates and furnish them to SEMA for incorporation in the plan.
- C. Tests, exercises, and drills are conducted regularly. Lessons learned from these initiatives are incorporated into any changes/revisions to this annex.

X. AUTHORITIES AND REFERENCES

- See Glossary, Authorities, and References section of the Basic Plan.

NIMS Definitions and Acronyms

In an effort to standardize terminology, NIMS has developed a list of definitions and acronyms that should be incorporated into existing EOP. Review the definitions and acronyms below and replace language in your existing plan with the NIMS verbiage. Be mindful that your plan may contain terms that are the same but have a different definition, or the definitions may be the same and the term is different. The same may be true for acronyms. Your EOP may currently have acronyms with different meanings from those in the NIMS. Compare the acronyms in your EOP document and replace any that are the same but have different meaning from the NIMS acronyms. The overall purpose is to be consistent with the NIMS whenever possible. A NIMS compliant EOP will include all the definitions and acronyms below. Additional definitions and acronyms that are site specific should also be included and modified as described above. The NIMS compliant EOP will not only ensure these changes are made in the glossary section but also institutionalized throughout the EOP.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assessing or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization

or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis of decision-making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Commander and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need-to-know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidentially declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOC may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incidentsite.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the

determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities.

Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, resolve conflicts in agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOC), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In JCS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another or request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operations periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PYO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualifications and Certification: The subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet the basic human needs.

- Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualification.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

Acronyms

ALS	Advance Life Support
DOC	Department Operations Center
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
HSPD-5	Homeland Security Presidential Directive-5
IAP	Incident Action Plan
IC	Incident Command
ICP	Incident Command Post
JCS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIS	Joint Information System
JIC	Joint Information Center
LNO	Liaison Officer
NDMS	National Disaster Medical System
NGO	Nongovernmental Organization
NIMS	National Incident Management System

POLREP	Pollution Report
PIO	Public Information Officer
PVO	Private Voluntary Organizations
R&D	Research and Development
RESTAT	Resources Status
ROSS	Resource Ordering and Status System
SDO	Standards Development Organizations
SITREP	Situation Report
SO	Safety Officer
SOP	Standard Operating Procedure
UC	Unified Command
US&R	Urban Search and Rescue

Note: Additional definitions and acronyms can be found listed before the beginning of the Basic Plan.

ANNEX B

COMMUNICATIONS AND WARNING (ESF #2)

I. PURPOSE

The ability of local government to direct its emergency forces through adequate communications is essential to effective operations in an emergency. Because emergencies can threaten life and property, a local jurisdiction must also have an effective method of alerting key personnel and warning the public.

This annex will assist with a timely emergency response during disasters by insuring coordination of all communications and warning systems.

11. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County could find itself subjected to many hazards (See Basic Plan, II Situation and Assumptions, A- 3) which would require activating emergency communications and warning operations.
2. The NAWAS point for Clay County is located in the Clay County Sheriff Department Communications Center in Liberty, MO. The warning is dispersed throughout the county.
3. The primary communications and warning capabilities for Clay County areas of responsibility (see Basic Plan, III Concepts of Operations, A-7) are housed in the Clay County Sheriff Department Communication Center in Liberty, MO. This includes, back up radio communications, cellular phones, administrative phone lines, 911-monitor, and siren activation.
4. The Communications Center is staffed on 24-hour/7 days a week basis by dispatch personnel. Dispatching is provided for the Clay County Sheriff's Department; City of Kearney Police and Fire; Fishing River Fire Protection District; Clay County Park Rangers. Speed dial is available for area Police Departments, Ambulances and Fire Departments.
5. Outdoor warning sirens will be activated as specified in Appendix 3 to this Annex. Warning in these communities and the remaining areas of Clay County may be supplemented with mobile public address systems.

6. This system is adequate to deal with most emergency situations in Clay County, but in a severe emergency, augmentation may be required. The Clay County Emergency Management Director or his/her designee should authorize activation of the EAS system. The primary EAS (Emergency Alert radio/television stations serving Clay County are in Appendix 3.
7. Trained weather spotters are available through the Sheriff's Department, fire departments, Northland CERT, Northland ARES, and local civilian groups.
8. A mobile command post is available from Clay County that can support communications throughout Clay County as needed during emergency or disaster situations.

B. Assumptions

1. It is assumed that the existing communications and warning system in Clay County will survive and remain functional regardless of which type of disaster strikes the area. The exception being a nuclear attack.
2. All communication and warning personnel and equipment should be available to respond to an emergency/disaster.
3. If the situation is such that local systems are overtaxed, the state will be able to augment local resources during the response and recovery phases.
4. Regardless of how well developed a warning system is, some citizens will ignore, not hear, or not understand. warnings of impending disasters broadcast over radio or television or sounded by local siren systems. Mobile public address and even door-to-door operations may be required in some disaster situations.
5. In most cases the Communications Center (dispatching personnel), in conjunction with law enforcement on the scene, will make the initial determination that a "classified" emergency has occurred or is developing. (See Appendix 3 II to the Basic Plan, Emergency Classification and Control Procedures.)
6. Amateur radio operators if available should assist during an emergency. Necessary frequency information is contained in Appendix 2 to this Annex.
7. Private and non-county resources may be available to assist in communications and warning activity. These resources should provide the necessary cooperation with the Communication and Warning Coordinator.

III. CONCEPT OF OPERATIONS

A. General

1. Ultimate responsibility for developing and maintaining an emergency operations communication and warning capability lies with each local government.
2. The communications and warning operations for Clay County's responsibility areas will be controlled from the Communications Center located in the Clay County Public Safety Building, 12 S. Water, Liberty. (NAWAS Appendix 1 of Annex B, MERS Appendix 2 of Annex B)
3. During classified emergencies, curtailment of routine action may be necessary. The degree of this curtailment will be determined by the Command Staff and will depend upon the severity of the situation.
4. During emergency operations, all departments will maintain their existing equipment and procedures for communicating with their field operations. They will keep the EOC informed of their operations at all times.
5. Communications between the state and local EOC will be primarily through landline telephone links. However, MULES, cellular phones, satellite phones, Web EOC, MOSWIN or other radio contact may also be used.
6. Telephone services, HAM radio operators, trained weather spotters and amateur communications networks in the area will be utilized to expand communications capabilities during disaster situations.
7. Although most warning alerts come from outside sources, (i.e., state, National Weather Service, etc.), Clay County and each of the political subdivisions within the County, will develop and maintain the capability to identify potential problems and ensure a timely warning on its own.
8. When emergency situations requiring public warning occur at industrial sites that have hazardous materials, or at water impoundments, the procedures for alerting government officials will follow the guidelines contained in Annex H Appendix I of this Emergency Operations Plan.
9. When an emergency situation occurs, all available systems will be utilized to alert and warn the private residences, schools, nursing homes, hospitals, etc. Methods of warning may include television, radio, outdoor warning sirens, All Hazard Weather Radio, and tone alert devices.

10. Tests and educational programs will be conducted regularly to ensure the public understands the various watches and warnings.

B. Tasks to be Accomplished by Time Frame

1. Mitigation

- a. Revise and update this annex and its appendices at least yearly.
- b. Formulate long-range plans for improvements and follow through with them.
- c. Conduct training for all personnel (full-time, part-time, and supplementary) in:
 - 1) Weather spotting
 - 2) Message flow when EOC is activated
 - 3) Emergency classification
 - 4) Damage assessment
 - 5) Warning systems activation procedures
 - 6) Other subjects as required to support other functions
- d. Participate in a regular schedule of tests and exercises.
- e. Inspect and maintain all equipment on a regular basis.
- f. Identify private sector resources (i.e., telephone companies) that can augment local capabilities to include repair and supply.
- g. Analyze equipment locations with regard to possible destruction from hazards.
- h. Coordinate Communications and Warning capabilities with neighboring jurisdictions.
1. Ensure that a repair capability for radios and warning devices exists under emergency conditions.
- J. Develop procedures to provide coverage should any equipment become disabled.
- k. Work with PIO to distribute information to the media and public for educational purposes.

- l. Develop procedures to warn and/or communicate information to special needs groups (hearing impaired persons, persons with visual impairments, non-English speaking groups, etc.).
 - m. Test this plan annually following the Homeland Security Exercise and Evaluation Program (HSEEP).
- 2. Preparedness
 - a. Initiate personnel call-up as necessary, depending upon the potential of the situation.
 - b. Activate appropriate warning systems.
 - c. Run equipment readiness checks to include emergency power
 - d. Activate alternate systems and procedures if necessary.
 - e. Provide adequate communications support to EOC staff.
 - f. Check communications links with State and Federal agencies.
- 3. Response
 - a. Activate warning system if not already done.
 - b. Activate all necessary personnel to meet communications needs.
 - c. Provide communications capabilities for agencies in the field.
 - d. Make the emergency classification if necessary.
 - e. Maintain and provide information to decision-makers.
 - f. Report Communications and Warnings systems status to EOC staff.
 - g. Make necessary repairs or switch to alternate systems as breakdowns occur.
- 4. Recovery
 - a. Continue response level operation until orders to discontinue operations are received.
 - b. Provide communication support to Damage Assessment Team.

- c. Make repairs and inventory equipment and supplies. Report status to EOC staff.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

- A. The organizational chart for the communications and warning function in Clay County is provided in Appendix I to this Annex.
- B. Assignment of Responsibilities
 - 1. Overall coordination and control of communications and warning in Clay County is the responsibility of the Communications Center Supervisor.
 - 2. The Clay County Communication Unit is responsible for keeping the EOC informed of their operations at all times with regard to communications and warning activities.
 - 3. Coordinate Communication and Warning from the EOC when activated.
 - 4. Maintain a communications log of messages coming into and out of the EOC (see Annex A, Appendix 3, Attachment B).
 - 5. Maintain current notification lists for all departments, agencies, and resources as required by this Annex.
 - 6. Implement call down of all EOC staff as needed (see Appendix 2 to Annex A).
 - 7. Coordinate security and protection of communications and warning equipment.
 - 8. Annually review and update this Annex and its appendices in consultation with the Emergency Management Director.
 - 9. The ARES Radio Group should provide back-up continuation support between field components and between EOC and field operations when needed.
 - 10. Additional support for this function should come from those department/organizations having communications capabilities. Additional support equipment/agencies identified in Appendix 5 to this Annex.
 - 11. Any department/organization involved in this function should provide adequate training to their respective personnel regarding communications and warning.

V. DIRECTION AND CONTROL

- A. For incidents that have reached an emergency classification (See Appendix 3 to the Basic Plan), overall direction and control will be from the designated EOC within the affected area or political subdivision.
- B. Specific department heads may be designated to maintain operational control of their own communications systems but will coordinate with the EOC during emergency operations. All departments must become familiar with the procedures outlined in this Annex.
- C. When a classified emergency occurs, normal procedures can be altered as necessary to ensure adequate direction and control.
- D. Outside communications and warning resources used to support emergency operations will remain under the direct control of the sponsoring organizations but will be assigned by the EOC to respond as necessary.
- E. The status of section field operations during or after an emergency/disaster should be known by the Communications and Warning Coordinator and be available upon request.
- F. The Communications and Warning Coordinator should coordinate section operations using the Integrated Emergency Management System (IEMS) which is part of NIMS.

VI. CONTINUITY OF GOVERNMENT

- A. Line of Succession - Communications and Warning:
 - 1. Communications Supervisor
 - 2. Communications Operators
 - 3. Emergency Management Director
- B. In the event the primary communications and warning facilities become inoperable, Standard Operating Guidelines (SOG) should be developed to provide for backup equipment or an alternate facility.
- C. All records vital to the continued functioning of the communications and warning section should be duplicated and maintained at another location. If this is not possible, plans should be developed to move documents to an alternate site.

VII. ADMINISTRATION & LOGISTICS

A. Administration

1. Maintain mutual aid agreements and agreements of understanding regarding communications and warning operations.
2. Notification/recall lists for all departments to include each individual in the chain of command will be updated regularly and provided to the Communications Center. This list should include telephone numbers and radio frequencies of neighboring jurisdictions and State agencies. A communication system to implement call-down rosters for personnel assigned to the EOC, etc., must also be maintained.
3. It is the responsibility of each agency to ensure that their personnel are adequately trained and familiar with communications and warning procedures as outlined in this Plan and the agencies' own SOG.
4. Record keeping and accounting procedures will be according to appropriate county/city regulations, ordinances, etc.

B. Logistics

1. Standard Operating Guidelines (SOG) for the security and protection of communication equipment will be developed for the following:
 - a. All attempts to protect equipment from natural and man-made disasters will be made.
 - b. Overload (telephone)
 - 1) Line-load control
 - 2) Priority of service restoration
2. Requisition & Supply (See Resource and Supply, Annex G)

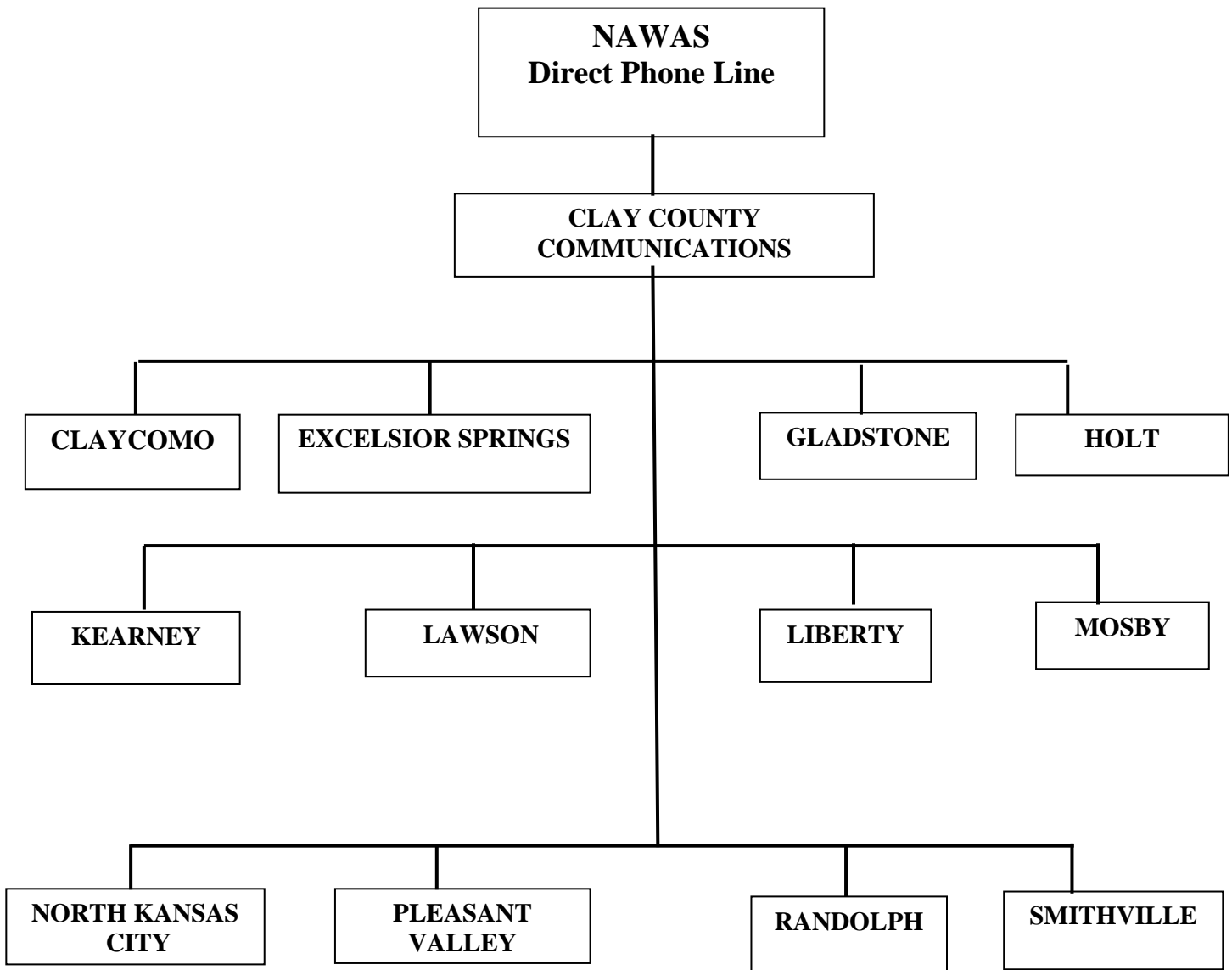
VIII. ANNEX DEVELOPMENT AND MAINTENANCE

The Communications and Warning Coordinator, along with the Emergency Management Director will be responsible for the maintenance and improvement of this Annex. It will be reviewed, updated, and modified as necessary, but not less than annually.

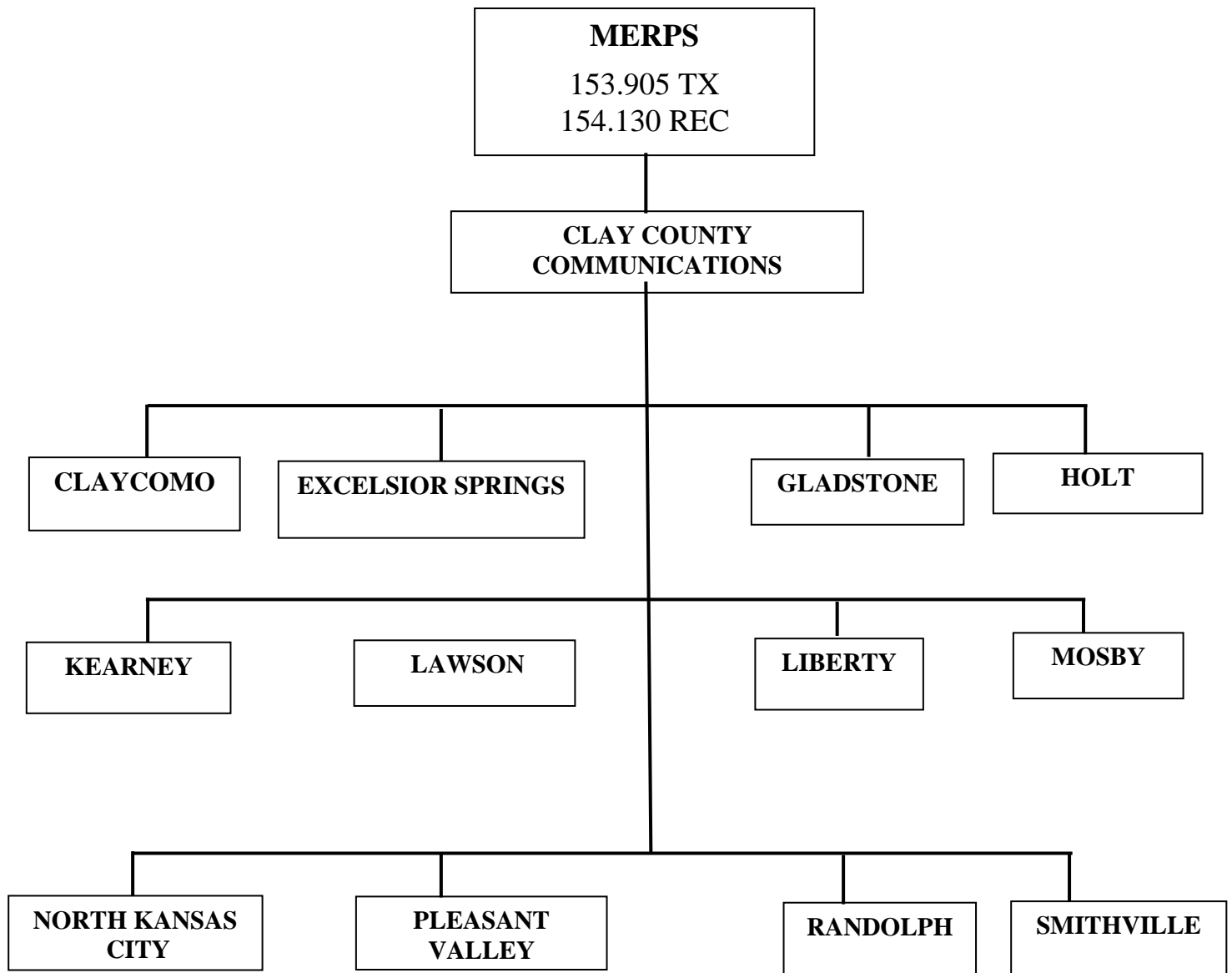
Appendices

1. NAWAS Communication and Warning for Manmade Disasters
2. MERS Communications and Warning Diagram
3. Warning Capabilities by Departments
 - Addendum 1 - Siren Locations
 - Addendum 2 - Siren Locations and Types
4. Radio Frequencies in Clay County
5. Telephone Contact List
6. Smithville Lake Notification Flow Chart
 - Addendum I - Guideline for Reporting Problems
7. Warning/Watch Notification Guidelines

FAN-OUT WARNING FOR NAWAS



FAN-OUT WARNING FOR MERS



WARNING CAPABILITIES

A. Outdoor Warning Sirens

Eleven communities in Clay County have the responsibility to activate their outdoor warningsirens:

1. Claycomo.....	1
2. Excelsior Springs	7
3. Gladstone.....	5
4. North Kansas City.....	
5. Kearney.....	5
6. Lawson	2
7. North Kansas City	6
8. Liberty	7
9. Pleasant Valley.....	1
10. Smithville.....	1
11. Mosby	1

The below listed sirens are activated by the Clay County Communications Center:

1. Missouri City	1
2. Paradise.....	1
3. Camp Branch	1
4. Holt.....	1
5. Mosby	1

The sirens will be activated as authorized by law enforcement officials or other elected officials, with adequate knowledge. The sirens are tested the first Wednesday, every month at 11 a.m. (weather permitting). The "Test Signal" is a one-minute steady blast. (See addendum 1 and 2 to this appendix)

B. Tone Alert System

Tone activated receivers are located throughout Clay County in schools, nursing homes, hospitals, etc. This system is activated from the Communications Center and is tested every Monday through Friday at 11:00 AM weather permitting.

C. National Warning System (NAWAS)

The NAWAS warning point for Clay County is located in the Clay County Communications Center. This system is used for receiving national attack warnings and for communications to other warning points in the State for natural and technological emergencies. The Standard Operating Guidelines for this system is available in the Communications Center.

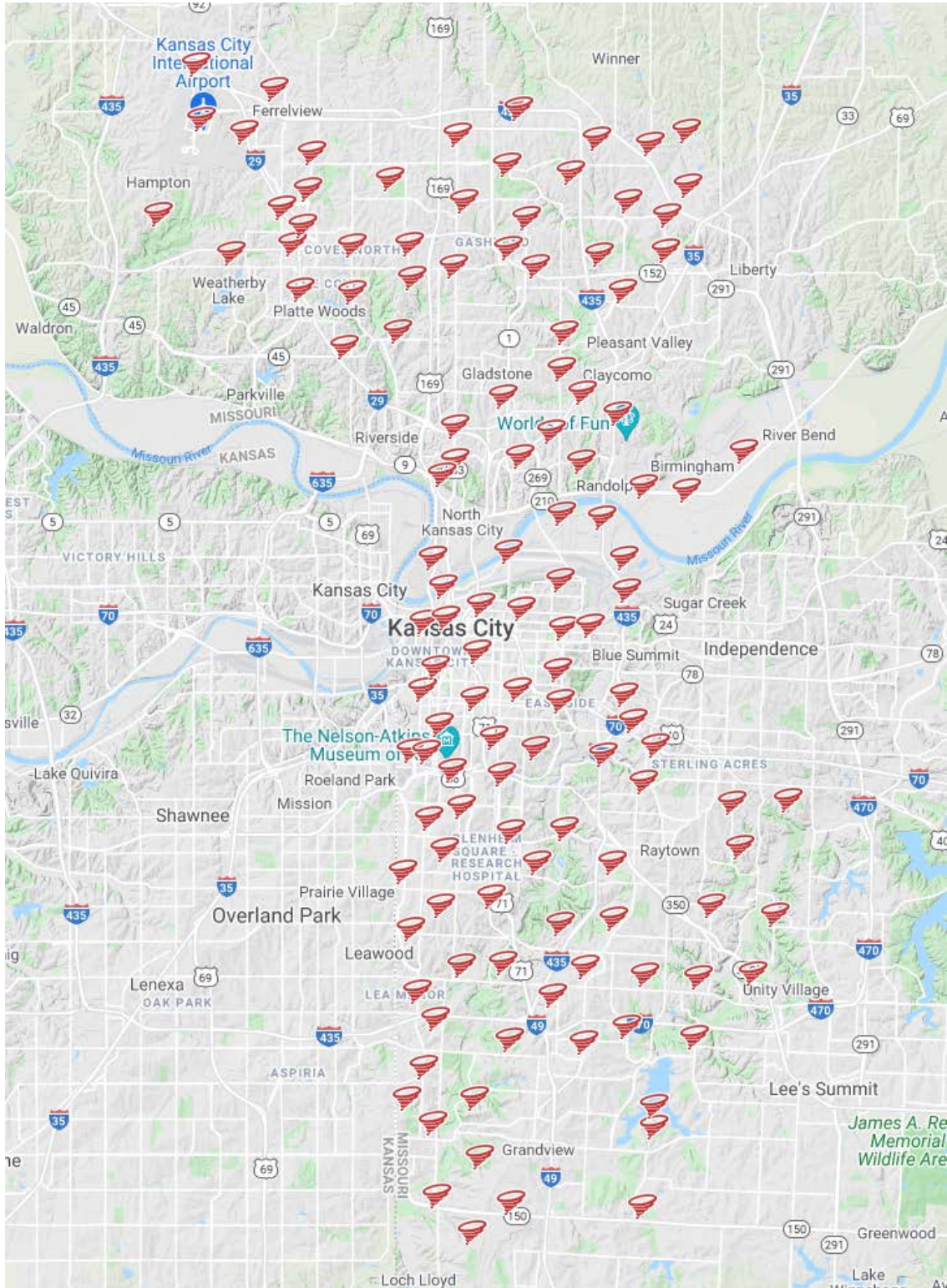
D. Metropolitan Emergency Radio System (MERS)

The MERS warning point for areas under the responsibility of Clay County is located in the Clay County Communications Center and EOC. This system is used for receiving weather-related information.

Clay County EAS Stations

Call Letters	Station #	Telephone #
KBEQ	104.3 FM	531-2535
KCMO	95 FM	913-677-6797
KKJO	105.5 FM	279-6346
KMBZ	980 AM	913-677-6797
KQRC	98.9 FM	913-677-6797
WDAF	106.5 FM	913-677-6797
WHB	810 AM	229-7100
KXTR	1660AM	913-677-6797
KYY5	99.7 FM	913-677-6797
KRBZ	96.5 FM	913-677-6797
KUDL	98.1 FM	913-677-6797
KCPT	19	756-3580
KCTV	5	677-5555
KMBC	9	221-9999
KQTV	2	279-6346
KSHB	41	932-4141
WDAF	4	753-4567

KANSAS CITY SIREN LOCATIONS



Current Siren Locations, Types, Installation Dates and Controller Types

City Siren	Location	Siren Type	Date/Year	Controller Type
Number				
1	160 I Summit	1000A	1982*	ARCU
2	9 th & Paseo	1000A	1982*	ARCU
3	1527 Colorado Avenue	2001 AC/DC	7/10/1997	ARCU
4	52 nd & Terrace & White	1000B	1953*	ARCU
5	4327 North Holmes-Crestview School	1000 A	1953*	ARCU
6	Chestnut Triv. & Nicholson-Helm Park	2001 AC/DC	6-15-2000	FCU
7	3560 Broadway -Ambassador Hotel	1000 A	1953*	ARCU
8	6903 Oak-JC Nicholson-Elementary	1000 A	1953*	ARCU
9	3500 East Mever Boulevard	1000 A	1953*	ARCU
10	50 th & Main	1000 A	1953*	ARCU
11	2803 E. 51 st St. Graceland Elementary	1000 A	1953*	ARCU
12	4531 NE 41 st Terrace	1000 A	1958*	ARCU
13	9405 East 43 rd Street	2001 AC/DC	03/03/1998	FCU
14	Parvin Road & 48 th Street	1000 B	1958*	ARCU
15	Pleasant Valley East of Briehten	2001 AC/DC	08/31/1995	UCDC
16	N 82 nd Street & Antioch Road	1000 B	1960*	ARCU
17	8103 North Oak	1000B	1960*	ARCU
18	7939 Chestnut- Center Elementary	1000 B	1960	ARCU
19	71 st Street & Manchester Ave.	1000 B	1960*	ARCU
20	3419 Hardesty-Dunbar Com. Center	1000 A	1960*	ARCU
21	111 st Street & Blue Ridge	1000 A	12/18/1987	ARCU
22	55 th Street & Norfleet	2001 AC/DC	12/27/1994	UCDC
23	9200 East Bannister Road	1000 B	04/20/1998	ARCU
24	129 th Street & Ravtown Road	SD10B	1961*	ARCU
25	Elm Wood & Red Bridee Road	1000 B	05/25/1988	ARCU
26	107 th Terrace & Oak	1000A	1965*	ARCU
27	NW 62 nd Street & Huonker Road	2001 AC/DC	03/21/1994	UCDC
28	119 th & Woman Road	1000A	1967*	ARCU
29	3214 Indiana	1000 A	1979*	ARCU
30	St. John & Denver	1000 A	1982*	ARCU
31	111 th & North Oak	1000A	1960*	ARCU
32	North Wabash & NE 51 st Terrace	1000B	1983*	ARCU
33	Belvedere & 9 Highway	1000B	1983*	ARCU
34	8110 Oak	1000A	1983*	ARCU
35	9359 Old Santa Fe Road	1000 A	1985*	ARCU
36	NE Winn & Belfountain	1000 B	1985*	ARCU
37	Lydia & Bannister	1000 A	08/13/1986	ARCU
38	NE 96 th Street & Charlotte	1000 B	07/29/1988	ARCU
39	NW 66 th Street & Coventry Road	1000B	09/19/1986	ARCU
40	3417 Paseo	2001 AC/DC	08/15/1991	ARCU
41	504 East 131 st Street	2001 AC/DC	08/15/1991	ARCU
42	Lake Weatherbv-8230 Potomac Drive	2001 AC/DC	07/16/1992	UCDC
43	78 th Terrace & Westridge Road	2001 AC/DC	04/15/1993	UCDC
44	8222 James A Reed Road	2001 AC/DC	04/15/1993	UCDC
45	58 th Street & North Briehton	2001 AC/DC	05/13/1993	UCDC

46	1106 West 47 th Street-Sweeney School	2001 AC/DC	1 1/30/1993	UCDC
47	5130 Deramus - Fire Academy	2001 AC/DC	1 1/30/1993	UCDC
48	9250 NW 112 nd Street - TWA	2001 AC/DC	12/24/1993	UCDC
49	9020 East 51 st Terrace	2001 AC/DC	12/27/1994	UCDC
50	1401 Bennington at Truman (#27 FS)	2001 AC/DC	10/10/1996	UCDC
51	777 W Bumine Tree Dr.	2001 AC/DC	1 1/27/1996	FCU
52	7599 North Chas Drive	2001 AC/DC	11/19/1998	FCU
53	101 st Terrace & Wornall Road	2001 AC/DC	05/14/1999	FCU
54	291 Highway & Stark Road	2001 AC/DC	01/13/2000	FCU

CLAY COUNTY SIREN LOCATIONS

<u>Holt</u>	<u>295 Main Street</u>	<u>1000B</u>	<u>2003</u>	<u>ARCU</u>
<u>Camp</u>	<u>Camp Branch (B Loop)</u>	<u>Eclipse 8</u>	<u>2008</u>	<u>DCFCB</u>
<u>Branch</u>				
<u>Paradise</u>	<u>Locust & Holmes</u>	<u>Eclipse 8</u>	<u>2007</u>	<u>DCFCBH</u>
<u>Missouri</u>	<u>Doniphan (Main & Water</u>	<u>2001 AC</u>	<u>1998</u>	<u>ARCH*SI</u>
<u>City</u>				
<u>Mosby</u>	<u>4th & Main Street</u>	<u>Eclipse 8</u>	<u>2009</u>	<u>DCFCBH</u>

* Estimated date of installation according to siren date code. Actual installation date could be as much as 10 years earlier.

Controller Types:

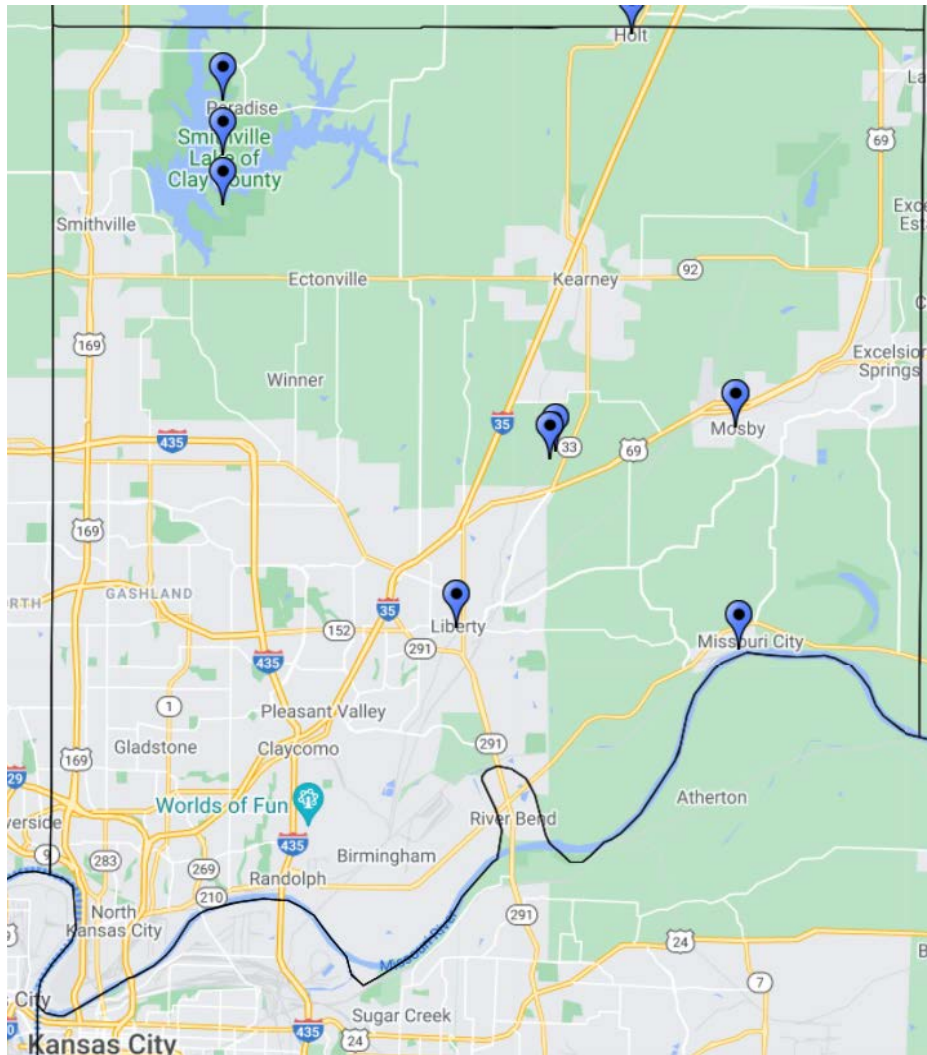
ARCU (Siratrol) - Old style radio control with two-tone system, cannot receive individual codes, but can be set up into one of 4 groups.

UCDC - Newer style radio receivers that can be individually

programmed at the siren. FCU - Newest style of radio receivers that can

be remotely programmed.

CLAY COUNTY SIREN LOCATIONS



Current Siren Locations

01	SE corner of 3 rd and Main	Holt
02	Main and Doniphan (Post Office)	Missouri City
03	4 th and Main – City Hall	Mosby
04	4619 Paradise Rd – Sailboat Cove	Paradise
05	Camp Branch Campground – Camp Branch and Collins Road	Smithville Lake
06	5612 Crows Creek Campground	Smithville
07	16616 NE 116 th St	Kearney
AP-Encoder	16616 NE 116th	Kearney
Dispatch PC	12 S. Water St	Liberty

RADIO FREQUENCIES IN CLAY COUNTY

155.70	Private 1 Clay County Sheriff Frequency
159.825	Private 2 Clay County Sheriff Frequency
155.730	Statewide Frequency
154.965	Clay County Emergency Management Frequency
150.995	Clay County Highway Department Frequency
155.475	Police Mutual Aid
154.130	MERS
155.370	Point to Point
161.800rx/157.200tx	- RAM CALL
161.8875rx/157.2875tx	- RAMTAC1
61.9375rx/157.3375tx	- RAMTAC2
151.1375	V-CALL
154.4525	V-TAC1
155.7525	V-TAC2
158.7375	V-TAC3
159.4725	V-TAC4
154.680	MTAC

Telephone Numbers (Administrative)

SWBell Pocket Telephone Directory for Federal, MO & KS Law Enforcement Agencies, Fire Departments is kept in Communication Center. Directory is updated annually.

Ambulance Services

American Medical (AMR) 300 S. Main KCMO	836-1594
LifeFlight 201 Lou Holland Drive KCMO	283-9710
Emergency	800-422-4030
LifeNet 13421 W. 151" St. Olathe, KS	800-981-3062
Mast 6750 Eastwood Trafficway KCMO.....	924-1700
non-Emergency	924-0600
NRAD Smithville East 92 Hwy Smithville, MO.....	532-0850
Platte City 242 Main St. Platte City, MO	858-4450
Quarters.....	858-4615
West Platte Medic 50 18325 H Hwy Weston, MO.....	640-2724
Quarters.....	640-9927

Hospitals

Missouri

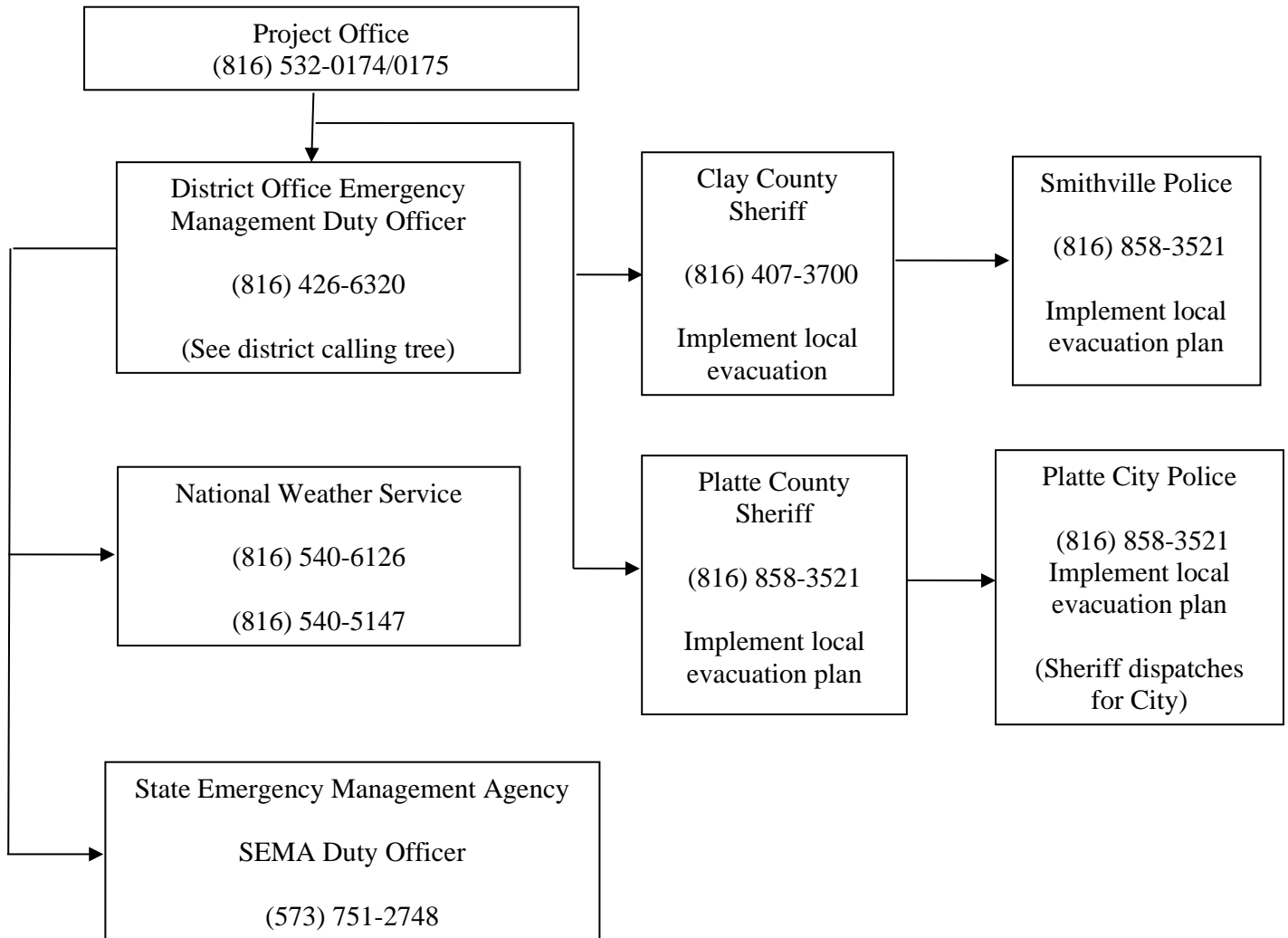
Liberty (Main) 2525 W. Glen Hendren Dr. Liberty, MO	781-7200
(ER).....	792-7000
North Kansas City (Main) 2800 Clay Edwards Drive NKC, MO	691-2000
(ER).....	691-2098
Excelsior Springs 1700 Rainbow Blvd.....	630-6081

Other

MULES Help Desk.....	800-877-2897
Poison Control.....	588-6633
.....	800-366-8888
Zip Code Information.....	842-2800
SWBT 911 Address.....	800-291-0911
Sprint 911 Address.....	800-788-3600
Frontier Forensics - Medical Examiner.....	913-299-1533
National Weather Service.....	800-438-0596

SMITHVILLE LAKE

Notification Flow Chart



GUIDELINE FOR REPORTING PROBLEMS

Be prepared to answer the following questions when reporting a Dam Safety Problem to the District Office.

1. Name of caller and title.

At what phone number may you be reached? () -

2. What is the problem?

3. Were there any prior contacts about the problems?

NO

YES, WHO WAS CONTACTED

4. When was the problem first found?

DATE:

TIME:

5. Details of chronological progression of problem.

6. What action has been taken?

7. What manpower and equipment are available?

8. Is there any public awareness of the problem?

Flash Flood/Flood Watch /Warning

Date: _____

Watch# _____

Time Issued: _____

Time expired: _____ (24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has issued a Flash Flood/Flood Watch/Warning for Clay County, watch/warning number _____, effective until _____ hours. (Additional information is provided). Repeating, the National Weather Service has issued a Flash Flood/Flood Watch/Warning for Clay County, watch number _____, effective until _____ hours. (Additional information is provided)."

Severe Thunderstorm Watch

Date: _____

Watch # _____

Time Issued: _____

Time expired: _____(24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has issued a

Severe Thunderstorm Watch for Clay County, watch number _____, effective

until _____ hours. These storms may contain (information on hail, wind speeds, lightening, etc.).

Repeating, the National Weather Service has issued a Severe Thunderstorm Watch for Clay

County, watch number _____, effective until _____ hours. These storms may contain (information on hail, wind speeds, lightening, etc.)."

Severe Thunderstorm Watch

Date: _____

Watch # _____

Time Issued: _____

Time expired: _____(24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has issued a Severe Thunderstorm Watch for Clay County, watch number _____, effective until _____ hours. These storms may contain (information on hail, wind speeds, lightening, etc.). Repeating, the National Weather Service has issued a Severe Thunderstorm Watch for Clay County, watch number _____, effective until _____ hours. These storms may contain (information on hail, wind speeds, lightening, etc.)."

Tornado Watch

Date: _____

Watch # _____

Time Issued: _____

Time expired: _____(24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has issued a Tornado Watch for Clay County, watch number_____, effective until _____ hours. A Tornado Watch indicates that conditions are favorable for tornadoes to occur. This is only a watch. Repeating, the National Weather Service has issued a Tornado Watch for Clay County, watch number_____, effective until _____ hours. A Tornado Watch indicates that conditions are favorable for tornadoes to occur. This is only a watch."

Tornado Watch

Date: _____

Watch # _____

Time Issued: _____

Time expired: _____(24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has issued a Tornado

Warning for Clay County: warning number _____effective until _____hours. A tornado has been sighted at or near _____ moving in a _____direction.

If you are in the path of this tornado, seek shelter immediately.

Repeating, "the National Weather Service has issued a Tornado Warning for Clay County, warning number _____, effective until _____hours. A tornado has been sighted at or near _____moving in a _____direction. If you are in the path of this tornado, seek shelter immediately."

Tornado Warning Cancellation

Date: _____

Watch # _____

Time Issued: _____

Time expired: _____(24 Hr. format)

Information source: _____

Notification List

- 1). _____ Activate monitors.
- 2). _____ Simulcast on county wide

*Suggested model for broadcast: "The National Weather Service has canceled tornado warning number _____ for Clay County, effective at _____ hours. Repeating, the National Weather Service has canceled tornado warning _____ for Clay County, effective at _____ hours."

Smithville Dam Warning

STATENIENT FOR PUBLIC, WARNING

(NEWS RELEASE FROM DISTRICT OFFICE-PUBLIC AFFAJRS)

A _____ HAS BEEN IDENTIFIED AT
(Describe Problem)
THE _____ DAM STRUCTURE AND
(Place)
FAILURE IS IMMINENT. ALL PERSONS DOWNSTREAM OF THE _____ DAM
(Place)
AND RESERVOIR MUST EVACUATE IMMEDIATELY.

I REPEAT.....

A _____ HAS BEEN IDENTIFIED AT
(Describe Problem)
THE _____ DAM STRUCTURE AND
(Place)
FAILURE IS IMMINENT. ALL PERSONS DOWNSTREAM OF THE _____ DAM
(Place)
AND RESERVOIR MUST EVACUATE IMMEDIATELY.

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ANNEX C

EMERGENCY PUBLIC INFORMATION (ESF #15)

I. PURPOSE

The purpose of this Annex is to provide for the timely release of accurate information to the residents of Clay County and each of the political subdivisions within the county in the event of a disaster or emergency.

II. SITUATION AND ASSUMPTIONS

A Situation

- A. Clay County and each of the political subdivisions within the county could be affected by several types of disasters that would require the dissemination of information and instructions to the general public.
2. The Clay County Sheriff's Office Public Information Officer (or his/her designee) will serve as the Public Information Coordinator (PIC) for the County. The Public Information Coordinator, or his/her designee, shall function as the county's Public Information Officer (PIO) in any Joint Information Center (JIC) that is activated during a disaster or emergency. In the case of a local jurisdiction, a PIO should be identified and utilized as a spokesperson for that jurisdiction whenever possible. In the event of a terrorism incident the Public Information Coordinator will also serve as the county's PIO or spokesperson at a Federal Joint Operations Center (JOC)
3. News media serving the Clay County area are in Appendix 5 to this annex. There are also Internet Webs site for emergency information:
www.claycountymo.gov
www.claymosheriffpio.com
4. Emergency Alert System (EAS)
 - a. Clay County is located **in** the Kansas City EAS Operational Area. The primary EAS radio stations for the operational area are KCM0-810 and WDAF-610 both in Kansas City, Missouri.
 - b. The primary EAS television stations for Clay County are the same as those listed in Appendix 5 to this Annex.

5. There are no prominent groups of non-English speaking people in Clay County. Dissemination of information will be in English. If necessary, the translation of emergency public information will be coordinated with the area schools' foreign language staff.

B. Assumptions:

1. The media serving Clay County will cooperate with local officials in the dissemination of information to the public.
2. Widespread or major disasters may result in state and national media coverage.
3. Media personnel from state and national levels will not necessarily be familiar with the Clay County news release procedures.
4. Media personnel will attempt to obtain information from sources other than those that are officially designated. An effective rumor control program should be implemented to limit the negative effects of such activity.
5. Federal and state officials may be on site and called upon for information. Upon request, such federal and state agencies will be asked to provide PIO support to Clay County and each of the political subdivisions within the county if needed. These state and federal resources may be limited.
6. More than one local public information officer may be involved during emergency operations. Release of public information will be coordinated with appropriate county and city officials as necessary. If more than one jurisdiction is involved in the emergency or disaster, consideration should be given to establishing a Joint Information Center (JIC).
7. During an actual or impending emergency, or international crisis, the public will expect local government to provide specific information relating to safety, survival, and protection of persons and property.
8. An effective Public Information program will reduce casualties and damages.
9. All emergency public information personnel and equipment should be available to respond to an emergency/disaster within a reasonable timeframe.

III. CONCEPT OF OPERATIONS

A. General

- I. The Clay County Public Information Coordinator will be located in the Clay County EOC (or at a location to be designated) when this plan is implemented. This place will serve as the single official point of contact for the media during an emergency. Additional public information support (PIO) may be needed in the field on some disasters/emergencies. A designee functioning as a field PIO should be trained in that capacity before deploying into the field.
2. Release of official public information for Clay County will be approved by the Clay County Public Information Coordinator and the Emergency Management Director or their designees. Local jurisdictions will follow their ordinances and policies regarding the release of information if their jurisdiction is impacted. If multiple jurisdictions in Clay County are impacted, then the local jurisdictions should assign a PIO to the JIC.
3. Only that information released by the PIC or Emergency Management Director will be considered official. The media will be so informed.
4. Information for release will be prepared and released to the media in accordance with the format described in Appendix 2 to this Annex.
5. All organizations involved in a disaster/emergency operation within Clay County are responsible for coordinating with the Public Information Coordinator or Emergency Management Director before releasing information to the media for public use.
6. Any person, department, or agency releasing information to the public of their own volition will bear the responsibility for any legal or moral ramifications and repercussions resulting from that release.
7. Dissemination of public information will utilize as many media methods as possible, to include television, radio, newspaper, Internet, and social media.
8. Activation of the Emergency Alert System (EAS), if necessary, will be in accordance with the State EAS Operational Plan. The Emergency Management Director of Clay County and each of the political subdivisions within the county will designate those personnel with authority to activate the EAS and issue releases. Procedures will be coordinated with the appropriate radio/television officials.

9. Public information personnel involved with field operations will coordinate with the PIC in the Emergency Operations Center.
10. Periodic briefings as necessary for media personnel will be conducted by the PIC, the Emergency Management Director and/or their designees.
11. A rumor control section should be established to answer inquiries from the public and monitor public media broadcasts to ensure that the public is receiving accurate information.
12. A major task of public information operations will be responding to inquiries and ensuring that appropriate emergency information is disseminated.
13. The PIC will work with the Health and Medical Coordinator to prepare materials that describe the health risks associated with each hazard, the appropriate self-help or first aid actions, and other appropriate action.
14. Should the need arise; the PIC will see that appropriate emergency and preparedness information is prepared for the visually impaired and non-English speaking groups.
15. The PIC will coordinate with the Emergency Management Director to prepare and disseminate information for people who must evacuate from a high-risk area (as a result of flooding, dam failure, etc.). This information should include the following for each threat:
 - a. Definition of the population at risk;
 - b. Identification of the area at risk;
 - c. Type of risk;
 - d. Suggested evacuation routes;
 - e. Items that evacuees should take with them, including clothing, food, medical and other personal items that may be needed for a short- to longer-term absence.
 - f. Locations of reception centers/shelters, feeding facilities, medical clinics, and other essential services in the hosting area;
 - g. Suggested return routes;
 - h. Centrally located staging areas and pickup points for evacuees without private automobiles or other means of transportation.

16. When there is the threat of, or an actual emergency that requires the dissemination of information to the public, the PIC will gather and release appropriate public information as soon as possible.
17. The PIC will coordinate with the appropriate public and private sector agencies to obtain technical information (health risks, weather, etc.) for release to the public and media. If the disaster/emergency requires state and/or federal response, that coordination should include state and/or federal PIO(s).
18. For the purposes of this Annex, public information should include pre- disaster preparedness education, emergency incident information, and appropriate responses to inquiries.
19. If a disaster/emergency involves multiple jurisdictions, the Clay County PIC should establish a Joint Information Center (JIC) and coordinate public information activities with the PIO(s) of the affected jurisdictions.

B. Tasks to be performed by Operating Time Frame:

The Public Information Coordinator will:

- I. Preparedness:
 - a. Analyze potential emergency incidents to ensure pertinent information is prepared for release.
 - b. Develop and conduct a public information campaign(s) to stress hazard awareness and personal preparedness.
 - c. Establish agreements with all local media (television, radio, and print, etc.) for the dissemination of information (see Appendix 2 to this Annex).
 - d. Develop procedures for:
 - 1) Preparation, approval, and dissemination of written products (news releases, talking points, fact sheets, etc.
 - 2) Emergency release of information via EAS stations
 - 3) Interdepartmental coordination
 - 4) Media monitoring
 - 5) Record keeping
 - e. Establish contact with local EAS stations and ensure coordination of the release of emergency information.

- f. Participate in local tests and exercises.
- g. Coordinate all activities with Public Information Officers of other county and/or city departments.

2. Emergency Response

- a. Issue information through the media and EAS to help the public take protective or emergency actions;
- b. Alert other public information personnel of the possible need for their assistance;
- c. Release emergency information as necessary or as directed by Direction and Control or the Emergency Management Director;
- d. Schedule and conduct briefings for the media if needed/appropriate;
- e. Monitor all news media reports for accuracy;
- f. Manage rumor control.
- g. Issue specific instructions for a given situation:
 - 1) Appropriate protective action to be taken (i.e., evacuation instructions)
 - 2) Location of shelters and/or reception centers
 - 3) Means of searching for or contacting missing relatives
 - 4) Restricted areas
 - 5) Continued emergency services
- h. Coordinate the release of information from appropriate public and private-sector agencies.
- i. Maintain a chronological record of disaster-related activities and news releases

2. Recovery

- a. Distribute appropriate recovery information as needed in coordination with other public and private sector agencies to include the state and federal governments when applicable;
- b. Continue rumor control and news briefings as necessary.
- c. Coordinate visitor control to the EOC and to the disaster site(s).
- d. Participate in after-action reports and critiques.
- e. Develop a report listing chronological record of events and news releases.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the Public Information function is shown in Appendix I to this Annex.

B. Assignment of Responsibilities

1. The Public Information Coordinator (PIC) for Clay County is responsible for the preparation and release of preparedness, emergency, and warning information, as well as rumor control. The County PIC will be the Director of Community Relations.
2. The Clay County Public Information Coordinator will coordinate information, communications and, if needed, additional staff to provide preparedness, emergency and warning information, rumor control and media monitoring.
3. The Public Information Coordinator is responsible for the following:
 - a. Prepare and assist with the dissemination of preparedness, emergency, and warning information;
 - b. Develop appropriate preparedness, emergency, and warning information for visually-and hearing-impaired persons, as well as for any non-- English speaking groups;

- c. After consultation with the Emergency Management Director, prepare instructions for people who must evacuate from a high-risk area. This information should include the following for each threat;
 - 1) Definition of the population at risk;
 - 2) Identification of the area at risk;
 - 3) Type of risk;
 - 4) Suggested evacuation routes;
 - 5) Items that evacuees should take with them, including clothing, food, medical and other personal items that may be needed for a short- to longer-term absence;
 - 6) Locations of reception centers /shelters, feeding facilities, and medical clinics in the host (reception) area;
 - 7) Suggested return routes;
 - 8) Centrally located staging areas and pickup points for evacuees without private automobiles or other means of transportation;
 - d. Coordinate with the Health and Medical Coordinator on the development of public information regarding health risks, first-aid actions, and other survival measures associated with each hazard.
- 4. Each operating county department will furnish a Public Information Officer upon request and/or as needed. Department PIO s will provide information to the PIC and help coordinate the release of public information as needed.
 - 5. Establish a rumor control section to address non-official information in circulation.
 - 6. Annually review and update this Annex and its appendices after consultation with the Emergency Management Director.

V. DIRECTION AND CONTROL

- A. Release of public information for Clay County will be under the control of the Public Information Coordinator and the County Emergency Management Director or their designees. Political subdivisions within the county shall follow their ordinances and procedures regarding the release of public information.
- B. The Public Information Coordinator is a member of the EOC staff (in a time of an emergency the PIC comes to the EOC just as elected officials, etc.). Additional trained PIO personnel may be assigned to the field at the discretion of the PIC and the County Director of Emergency Management.

- C. The PIO of each political subdivision is a member of the EOC staff in their jurisdiction. If their jurisdiction is the only one affected by the event, they will report to their local EOC. If the event affects more than one jurisdiction, and the County opens a Joint Information Center (JIC), then the local PIO will report to the JIC.
- D. The status of field operations during and after an emergency/disaster should be known by the Public Information Coordinator and be available upon request.

VI. CONTINUITY OF GOVERNMENT

- A. The line of succession for the Clay County Sheriff Public Information Coordinator will be as established by the department SOG or appointed by the Clay County Sheriff.
- B. Alternate Site for Public Information Operations
 - 1. In the event the EOC cannot be used, or a total evacuation is necessary, public information operations will be conducted from a location designated by the Continuity of Operations Plan (COOP) or the Emergency Management Director.
 - 2. In the event of a limited emergency, public information operations may be directed from an EOC at a site designated by the Emergency Management Director.

VII. ADMINISTRATION AND LOGISTICS

- A. Administration
 - 1. A chronological file of all news releases during a disaster will be maintained in the EOC to include a log of these releases (See Appendix 6, this Annex).
 - 2. A historical chronological file of all disaster-related events will also be maintained for future references.
 - 3. All other administration functions will be the responsibility of the Emergency Management Director.
 - 4. Statements of Understanding will be developed with local media (See Appendix 4, this Annex).

B. Logistics

- I. Communications support will be furnished by the Clay County Sheriff's Department as required. Additional communications assistance may be available from Northland ARES (ham radio) if available and necessary.
2. All other logistical support will be the responsibility of and provided as necessary by the Emergency Management Director.

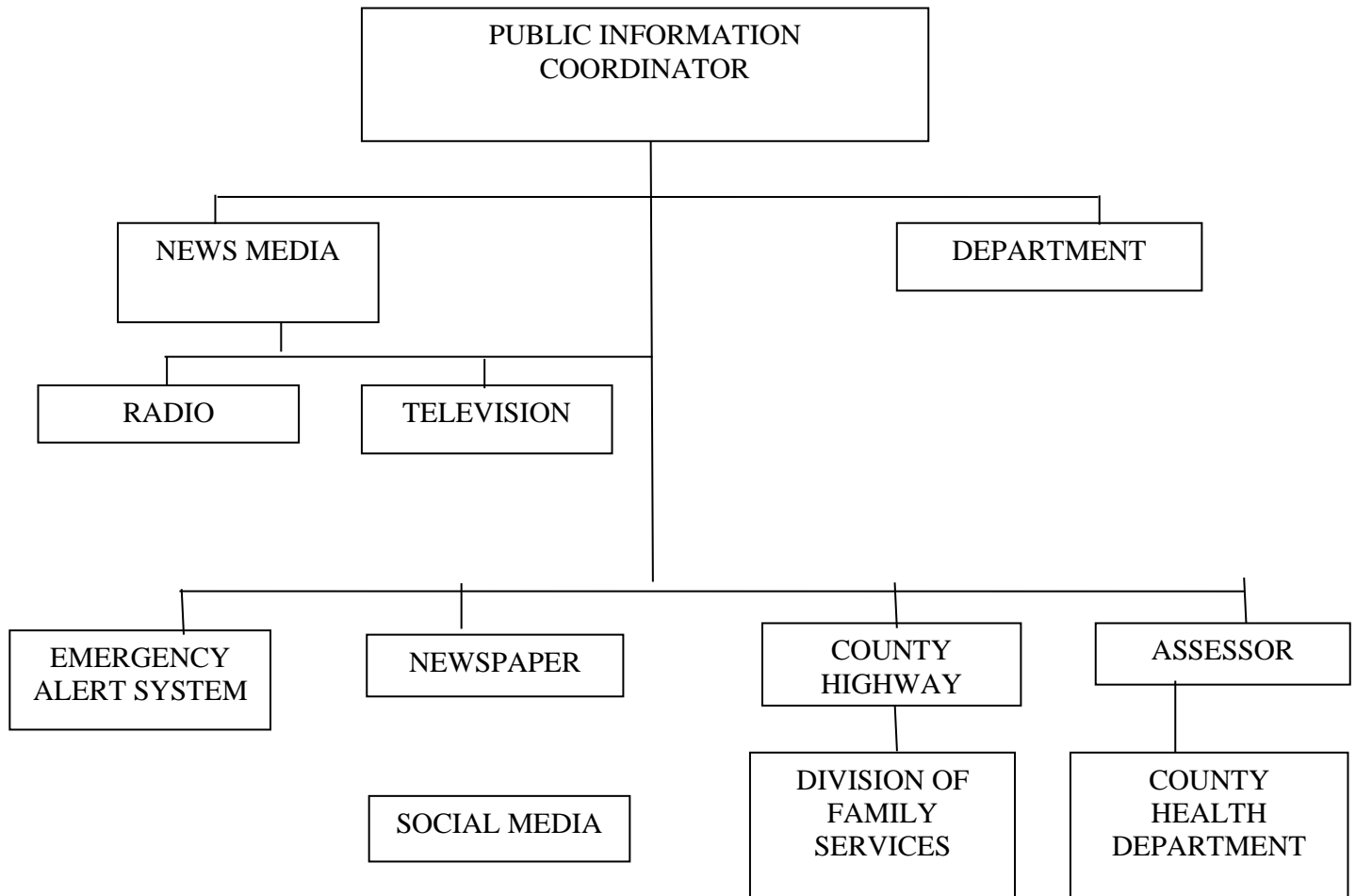
VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. The Clay County PIC and the County Emergency Management Director will maintain this annex and its supporting documents.
- B. Samples of prepared news releases and related emergency instructions/information are contained under a separate cover furnished to the Clay County Emergency Management Agency as part of the development of this plan.
- C. This annex and the guidelines contained therein will be reviewed and tested annually and revised as necessary.

Appendices

1. Public Information Organizational and Assignment Chart
2. Format and Procedures for News Releases
3. Public Information Procedure for Terrorist Incidents
4. Statement of Understanding for Public Information Operations
5. News Media Listing
6. News Release Log
7. Sample News Releases

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES



FORMAT & PROCEDURE FOR NEWS RELEASES

A. FORMAT

1. Name, address, and phone number of news release initiator.
2. Text of the news release.
3. Substantiating records for the release.
4. Date and time received.
5. Date and time released.

B. RELEASE PROCEDURES

1. Verify the authenticity of the information contained in the release before distribution.
2. Verify that a duplicate release has not already been made.
3. Prepare the release in the format listed above.
4. Obtain official approval for release information, preferably in writing, before distribution.
5. Notate how and to whom the news release was issued.
6. Distribute the news release fairly and impartially to the news media.
7. File copies of all news releases chronologically.

PUBLIC INFORMATION PROCEDURES FOR TERRORIST INCIDENTS

I. Concept of Operations

A. Law Enforcement Response

1. The FBI, Kansas City division, is responsible for federal terrorist incident response to Clay County. In such an event, this division will establish a federal Joint Operations Center (JOC), an EOC-type facility activated for coordinated response. A Joint Information Center (JIC) is included as part of the JOC operations. Ideally, the JIC will include all local, state, and federal agencies involved in the event. The JIC will serve as the single source of information to the public and the press. Prior to a JIC being established, all public information will be coordinated, to the best extent possible, with incoming state and federal authorities.
2. Once a JIC is established, all press releases and press requests will be developed, coordinated, reviewed, and disseminated through this group.
3. During Law Enforcement Response Operations, the JIC will be under operational control of the Lead Federal Agency Public Information Officer (a.k.a. FBI), in coordination with involved state and local agencies.

B. Disaster Recovery Response

1. Representatives of local, state, and federal (under FEMA coordination) Emergency Management Response agencies will be deployed to the FBI Joint Operations Center (JOC) during the emergency aspect of a terrorist event. Chief spokespersons and public information officers from involved agencies, to include the Clay County Public Information Coordinator, will report to the FBI JOC.
2. The overall responsibility for Lead Federal Agency transitions to FEMA when the emergency phase dissipates. The JIC will then come under its direction. Federal, state, and local Public Information Officers will coordinate releases through the FEMA JIC.

3. Throughout the response, these agencies will continue to coordinate incident-related information, including public protective actions guidance, if needed, through the JIC. Protective actions and other essential information may be disseminated via the Clay County Emergency Alert System (EAS) messages to the primary EAS radio stations:

- a. KMZU 100.7 FM
- b. WDAF 610 AM

To the Secondary EAS radio stations:

- a. KCMO 94.9 FM
- b. KCMO 810AM

4. In dealing with a serious terrorist incident, local, state, and federal officials may elect to form a public information policy group in conjunction with JIC operations. The group would consist of senior public affairs and management representatives from the primary response agencies to establish policy/guidance ground rules. Such parameters for media coverage will ensure that information released during the course of the event will not create additional danger or harm to human life or property or interfere in any way with the resolution of the incident.
5. Rumor control/public inquiry functions will be handled at the JIC or established at satellite locations depending on the demands generated by the event, as well as the facilities and resources available.

A. Assignment of Responsibilities

1. Chief PIO for Law Enforcement Response (FBI/Law Enforcement Response)
 - a. For Clay County, public information will be coordinated through the County Sheriff or his official designee, and with the Public Information Coordinator upon concurrence with the Emergency Management Director.
2. External Affairs Officer for Federal Emergency Management response (FEMA/State/Local Response)
 - a. For Clay County, it is the Public Information Coordinator.
3. Clay County and political subdivision Public Information Coordinator (PIC) Responsibilities:

Before The Incident

- a. Become familiar with the Local, State and Federal Response Plans and how to integrate releases of information.
- b. Maintain close working relationships with the news media.
- c. Direct news media as to how they can reduce the level of terrorist success.
- d. Become familiar with the terminology in terrorism response.
- e. Become familiar with the type of information commonly requested by the news media.
- f. Establish plans for rapid deployment of an information center.
- g. Establish security procedures for press credential verification.

During the Incident

- a. Prepare Situation Reports.
- b. Release information cleared by the Incident Commander to ensure protection of responders.
- c. Work with FBI/FEMA to establish a Joint Information Center (JIC)
- d. Coordinate release of information with state and federal responders in the JIC.
- e. Activate rumor control hotline.
- f. Provide central number for public inquiries.
- g. Coordinate the dissemination of Emergency Alert System (EAS) messages for protective actions to the public, or other emergency public information messages, as needed.
- h. Report factually on what government is doing to protect the public.
- i. Maintain communication with response agencies.
- j. Arrange for media to get visual information without disruption of response operations.

- k. Maintain availability for news media to get accurate information live to the public.
- l. Urge media to act in such a way as to not jeopardize the effectiveness of the response.

Information to Disseminate During Incident Where WMD/ CBRNE Devices Are Used

- a. Instructions on immediate protective, first aid, and self-decontamination measures that can be taken.
- b. Who is at risk of being exposed, or of imminent exposure?
- c. Health hazards of the agent involved.
- d. Location of casualty collection points and medical facilities to which victims can report for evaluation and treatment.
- e. Whether evacuation or shelter-in-place is recommended.
- f. Location of shelters for evacuees.
- g. Evacuation routes, street closings, and alternative routes so as to bypass the event and keep travel corridors open for emergency vehicles.
- h. If in-place shelter is used, provide citizens with steps to be taken to further protect themselves.

After The Incident

- a. Prepare post response news conference and/or press releases.
- b. Assist in preparing after action/lessons learned reports.

Additional procedures concerning a Clay County Sheriff's Office response to a terrorist incident can be found in Annex E (Law Enforcement) and Annex N (Terrorism) of this plan.

**STATEMENT OF UNDERSTANDING FOR
EMERGENCY PUBLIC INFORMATION OPERATIONS**

This statement of understanding is entered into between (Radio-TV stations and/or Newspapers), hereinafter referred to as the media, and Clay County, hereinafter referred to as the county to provide emergency information to the citizens of the county whenever a threat to life and/or property exists from natural or man-made causes.

When, in the opinion of the chief executive of the county, a threat to life and/or property exists or threatens the county, the Emergency Operations Center (EOC) of the county will be placed on an appropriate status and staffed in accordance with the severity of existing or potential threat, and lines of communication will be opened and maintained for the duration of such threat between the EOC and the media.

The Clay County EOC will:

1. Provide the media with a description of the threat and the actions that the county's emergency staff is taking to combat the effects of the threat.
2. Provide immediate guidance for the public to lessen the dangers to life and property from the threat.
3. Establish with the media, a schedule of briefings on the progress of the threat and additional actions to be taken by the public to lessen the possibility of loss of life and/or damage to property.
4. Issue bulletins on any significant change(s) in the threat as those changes occur.
5. Advise the media that the danger of the threat has passed and that EOC operations are no longer necessary.

The media, at their discretion, and within operating limitations imposed by management or any rules and regulations imposed by appropriate government agencies, will:

1. Accept the transmissions from the Clay County EOC for inclusion in regular news programs or as special news bulletins or to be printed as emergency guidance for the purpose of saving life of property damage, for the duration of the threat.
2. Accept and maintain in place any equipment provided for communications and report to the county any damage to or outages of such equipment.
3. Test any equipment provided by the county by brief two-way transmission on the last Friday of each month at 11 a.m. local time.

NB: THIS STATEMENT OF UNDERSTANDING BETWEEN THE COUNTY AND THE MEDIA IS IN NO WAY INTENDED TO ABRIDGE THE FREEDOM OF THE PRESS OR TO CONSTRAIN THE EDITORIAL RESPONSIBILITY INHERENT IN AN OPEN SOCIETY. THE SOLE PURPOSE OF THIS STATEMENT OF UNDERSTANDING IS TO ESTABLISH A SOURCE OF INFORMATION FOR THE MEDIA WHEN A THREAT OR POTENTIAL THREAT EXISTS TO THE LIFE AND PROPERTY OF THE CITIZENS OF CLAY COUNTY.

For the Media

For Clay County

NEWS MEDIA

A.	<u>Newspapers</u>	<u>PHONE</u>	<u>FAX</u>
	Kansas City Star, 1729 Grand	816-234-4300	816-234-4923
	Liberty Tribune, 104 N. Main	816-781-4941	816-781-0909
	Kearney Courier, 102 N Jefferson	816-628-6010	816-628-4422
	Daily Standard, 417 Thompson	816-630-5277	816-637-8411
	Town & Country Leader, 417 Thompson	816-630-5277	816-637-8411
	Clinton County Leader, 102 E Maple Street	816-539-2111	816-539-3530
	Excelsior Springs Standard	816-630-5277	816-637-8411
	Smithville Lake Herald	816-532-4444	
B.	<u>Radio Stations</u>		
	Wilks Broadcasting	816-753-4000	816-753-4044
	KEXS-AM, 201 Industrial Park Rd	816-630-1090	816-630-6063
	KCXL-AM, 310 S La Frenz Rd	816-792-1140	816-792-8258
	KCMO-AM, 710	913-514-3039	913-514-3004
		Alt.# 913-514-3120	
		Second Alt. # 816-576-7710	
	KMBZ-AM, 980	913-677-8970	913-677-8901
	WDAF-AM, 610	913-677-8970	913-677-8901
C.	<u>Television Stations</u>		
	WDAF-TV, Channel 4 (FOX)		
	3030 Summit, Kansas City, MO	816-932-9201	816-561-4181
	E-mail (no attachments please):	news@wdaftv4.com	
	KCTV-TV, Channel 5 (CBS)		
	4500 Johnson Drive, Fairway, KS	913-677-7211	913-677-7243
	KMBC-TV, Channel 9 (ABC)		
	6455 Winchester Avenue, Kansas City MO	816-760-9335	816-421-4163
	E-mail thru web site:	www.thekansascitychannel.com	
	NBC Action News-TV, Channel 41 (NBC)		
	4720 Oak, Kansas City	816-932-4141	816-932-4145
	E-mail (no attachments please):	desk@kshb.com	

KCPT-TV, Channel 19 (PBS)
125 E 31st, Kansas City

816-931-2500

KCWE TV Channel 29
6455 Winchester, KCMO

816-221-2900

(Receives news information from KMBC-TV 9)

KSMO-TV, Channel 62
10 E Cambridge Circle, Kansas City
(Does not broadcast news)

816-621-6262

D. Cable Television Services

Time Warner
Customer Service, Kansas City

816-358-8833

C NEWS RELEASE LOG

DATE	TIME	SUBJECT	ORIGINATOR

SAMPLE NEWS RELEASES

SAMPLE RADIO/TV MESSAGE

FLOOD EVACUATION ORDERED

This is _____ . The flooding situation continues in parts of _____ (county/city) and may worsen.

For your safety, I am asking that you leave the _____ area as soon as possible (give boundaries of local area, evacuation routes).

Be sure to take essential items-medicine, special foods, personal items, baby supplies, clothing, money, and valuable papers - but do NOT overload your car. Secure your home before you leave. Be sure to check on any neighbors who may need assistance.

If you cannot stay with relatives or friends outside of the evacuation area, go to (one of) the Red Cross Shelter(s) at _____

Pets will not be allowed in Red Cross Shelters. If you cannot make arrangement for someone outside the evacuation area to take care of your pet _____ (give instructions) _____.

Do not allow your pet to run loose. If you cannot make arrangements for your large animals, _____ (give instructions) _____.

SAMPLE NEWS RELEASES

SUMMARY STATEMENT FOR MEDIA

HAZARDOUS MATERIAL INCIDENT

(To be adapted according to the situation)

At approximately____ am/pm today, a spill/release of a potentially hazardous substance was reported to this office by a private citizen, city employee, etc.. (Police/Fire) units were immediately dispatched to cordon off the area and direct traffic. The material was later determined to be (describe), a (hazardous/harmless) (chemical, gas, substance, material) which, upon contact, may produce symptoms of_

_____.

Precautionary evacuation of the (immediate/X-block) area surrounding the spill was (requested/required) by (agency).

Approximately (number) persons were evacuated.

Clean-up crews from (agency/company) were dispatched to the scene and normal traffic had resumed by (time), at which time residence were allowed to return to their homes.

There were no injuries report -OR- _____ persons, including (fire/police) personnel, were treated at area hospitals for _____ and (all/number) were later released. Those remaining in the hospital are in _____ condition.

Response agencies involved _____

SAMPLE NEWS RELEASES

Joint

NO INFORMATION AVAILABLE

This is _____ at the _____. An earthquake of undetermined magnitude has just been felt in the _____ area.

At this time, we have no confirmed reports of injuries or damage. Police and fire units are responding to the area. We will keep you informed as reports come in. Meanwhile, be prepared for aftershocks.

If shaking begins again, quickly seek shelter under a sturdy piece of furniture or in a supporting doorway. If your house has been damaged and you smell gas, shut off the main gas valve. Switch off electrical power if you suspect damage to the wiring. Do NOT use your telephone unless you need emergency help.

SAMPLE NEWS RELEASES

UPDATE ON EARTHQUAKE

This is _____ at the _____. The magnitude of the earthquake which struck the _____ area at _____ (time) _____ today, has been determined to be _____. The epicenter has been fixed at _____ by _____ (scientific authority) _____.

This office has received reports of _____ deaths, _____ injuries, and _____ homes damaged. No dollar figure is yet available. Police and fire units are on the scene to assist residents. (Continue with summary of the situation).

After shocks continue to be felt in the area. If you feel shaking, quickly seek shelter under a sturdy piece of furniture or in a supporting doorway. Do NOT use your telephone unless you need emergency help.

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ANNEX D (ESF 5 & ESF 14)

DAMAGE ASSESSMENT

I. PURPOSE

Following any type of disaster occurrence, one of the most important tasks to be performed is a complete damage assessment. It is necessary to (1) establish priorities for repair of public facilities and roads, (2) determine if outside assistance is necessary, (3) ensure the safety of local residents, and (4) plan mitigation measures that will lessen the effect of future occurrences.

The purpose of this annex is to organize existing personnel in Clay County and each of the political subdivisions within the county in such a manner that the assessments can be completed in a timely manner with results that will be consistent with federal and state guidelines.

II. SITUATION AND ASSUMPTIONS

A Situation

1. Any of the identified hazards that could affect Clay County (See Basic Plan, II Situation and Assumptions A-3) has the potential for causing extensive public and private damage.
2. A thorough damage assessment is essential before a community can:
 - a. Conduct effective emergency operations.
 - b. Recover from the effects of a disaster in a manner that will ensure safety while minimizing the time required for the recovery.
 - c. Develop and implement future mitigation strategies.
3. All disaster relief programs exist at the federal level; therefore, damage estimation will be completed following federal guidelines.
4. SEMA has developed Damage Assessment Forms (see Appendix 2 to this annex) to assist Clay County and each of the political subdivisions within the county in conducting these assessments that provide a standard method of reporting that information.

B. Assumptions

1. Following a major disaster, federal and state personnel may be available to assist in the final damage estimation.
2. All trained damage assessment personnel and equipment should be available to respond to an emergency/disaster.
3. Private and non-county resources along with Northland CERT members trained in damage assessment should be available to assist in damage assessment activity. These resources should provide the necessary cooperation with the Damage Assessment Coordinator as required.
4. State and federal resources may be available to assist local damage assessment needs. These resources may be limited.
5. Clay County and each of the political subdivisions within the county should conduct Local Initial Damage Assessments (LIDA) to determine the immediate impact of an incident following an emergency or disaster. This task may be assigned to local resources to assess the need for additional assistance. The state may conduct an additional assessment to determine the need for state resources and/or federal assistance. The state may request a joint federal/state/local assessment if the incident is of such a magnitude to warrant federal assistance. Damage should be reassessed regularly.
6. There are two types of Damage Assessments:
 - a. First are the damage reports that come in during actual emergency response operations. They can come from government employees operating in the field or from private citizens. These reports are useful in helping to allocate resources during a disaster and in prioritizing recovery operations post disaster.
 - b. The second type is the assessment completed after the disaster. It is made by selected individuals (damage survey teams) and is important in developing recovery plans, seeking outside assistance, and mitigating future disasters.
7. Communication support for the survey team will be provided by local law enforcement agencies (See Annex E). Other support will be required by the various emergency sections. Northland A.R.E.S. may be called to assist with communications if necessary.

8. When federal/state damage survey teams are working in Clay County and any of the political subdivisions within the county, they will be accompanied by a member of the local damage survey team and/or a local official.
9. There will be two types of damage surveys completed. One will be of damage to private residences (Individual Assistance), and/or businesses (Small Business Assistance) and the other will be for public (government) losses (Public Assistance).
10. FEMA may provide direct assistance to individuals, families, and businesses in an area whose property has been damaged or destroyed and whose losses are not covered by insurance. They may provide temporary housing assistance, and disaster legal services. Additional information on all of the types of assistance that may be available during a disaster can be found on the following websites: www.fema.gov, www.disasterassistance.gov and www.sba.gov.

III. CONCEPT OF OPERATIONS:

C. Actions to be taken by Operating Time Frames

1. Mitigation

- a. Participate in the hazard vulnerability analysis and identify potential hazard zones.
- b. Prepare damage assessment procedures and formats consistent with state and federal guidelines.
- c. Recruit and train Damage Assessment personnel to conduct the Local Initial Damage Assessment (LIDA).
- d. Identify and establish liaison with private individuals or companies who could provide assistance in Damage Assessment.
- e. Review communications procedures with Communications and Warning Section.
- f. Maintain a file of maps and pre-disaster photos.

- g. Work to pass and enforce building codes that discourage development in hazard prone areas.
- h. Review the Red Cross damage assessment procedures and guidelines.
- 1. Conduct Damage Assessment drills, tests, and exercises.

2. Preparedness

- a. Alert personnel of potential hazard.
- b. Ensure that an adequate amount of maps and damage assessment forms are available.
- c. Review communications plans and procedures.
- d. Identify potential problem areas and report to Direction and Control.
- e. Review the potential hazards effects.
- f. Maintain preparedness status until response begins or the situation returns to normal.
- g. When it becomes apparent that a disaster in Clay County is imminent the Presiding Commissioner of Clay County should declare a disaster in Clay County. If the disaster strikes without warning such as a train derailment with hazardous material release or limited warning such as a tornado the Presiding Commissioner should declare the disaster as soon as possible after the event occurs.

3. Response

- a. Once the disaster has been declared at the county level the Clay County Emergency Management Director should activate the EOC. The Emergency Management Director may notify the State Emergency Management Agency (SEMA) if state assistance is anticipated to address the incident.
- b. Activate enough trained Damage Assessment personnel to survey damaged areas in a timely manner and deploy personnel to affected areas.
- c. Collect damage information on critical facilities (i.e., hospitals, critical care facilities, reception and care centers, nursing homes, EOC etc.) requiring priority repairs and display assessment information in the EOC.

- d. Maintain a list of damaged critical facilities requiring priority repairs.
- e. Develop public information releases on unsafe areas and report these to Direction and Control and the Public Information Officer.
- f. Assist in documenting emergency work performed.
- g. Support other emergency activities as much as possible as directed by Direction and Control.
- h. Prepare Damage Assessment forms for use in recovery phase.

4. Recovery

- a. Post unsafe buildings and roads. Assist in establishing priorities for emergency repairs.
- b. Conduct Private Damage Assessment.
- c. Conduct Public Damage Assessment.
- d. Advise elected officials on requesting federal and state assistance.
- e. Accompany and assist federal and state damage assessment teams.
- f. Assist in preparing damage repairs reports to receive federal aid.
- g. Participate in recovery activities until the situation returns to normal.
- h. Participate in after-action reports and critiques.
- i. Incorporate changes in plans and procedures.
- j. SEMA and FEMA may, with the assistance of the local government, establish Disaster Recovery Centers (DRC) where individuals may come and obtain information/assistance from various government agencies and private organizations. Counseling for disaster victims may also be available at these centers. The local, state, and federal emergency management organizations will jointly determine the locations, dates, and times of operation for the DRC which would most benefit the disaster victims.

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organizational Chart

The organizational chart for the damage assessment function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. Overall coordination and operational control of Damage Assessment section for Clay County and each of the political subdivisions within the County will be the responsibility of the County Assessor who shall serve as the Damage Assessment Coordinator.

The Damage Assessment Coordinator is responsible for the following:

1. Developing, assigning, and managing Local Initial Damage Assessment teams.
2. Gathering and providing damage assessment information to the EOC as needed.
3. Compiling situation reports and forwarding this information to SEMA as required.
4. Accompanying and assisting state and federal damage assessment teams when needed.
5. Recruit and train damage assessment personnel to include CERT members, private individuals and companies who can provide assistance.
6. Collect damage information by indicating damaged areas on maps and maintain lists of critical" facilities requiring priority repairs. Send this information to the EOC.
7. Along with the Emergency Management Director annually review and update this Annex and its appendices.

The following are not the responsibility of the Disaster Assessment Coordinator but do provide support to the position.

8. Communications support for the Damage Assessment functions will be provided by local law enforcement agencies (See Annex E).
9. Transportation support will be provided by the Resource and Supply section.

10. Preparing recommendations from damage reports to mitigate the effects of future disasters will be the responsibility of the Clay County Emergency Management Director.
 11. The Emergency Management Director in each jurisdiction has the responsibility to participate in and support all of the activities of this function.
- C. The damage survey teams are responsible for assessing both public (government, public utilities etc.) damages and private (individual residences, small businesses, etc.) damages.
 - D. All political subdivisions within Clay County should conduct damage assessment surveys within their respective jurisdictions and report this information to the Damage Assessment Coordinator in the EOC.
 - E. Public and private utilities serving the Clay County area should provide damage assessment information relating to their services and facilities to the Damage Assessment Coordinator in the EOC.
 - F. The American Red Cross may support this function by providing trained damage survey personnel as needed.
 - G. Any department/organization involved in this function should provide adequate training to their respective personnel regarding damage assessments.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES:

- A. The diagram for the damage assessment function is located in Appendix 1 to this Annex.
- B. The Damage Assessment Coordinator for Clay County should be the County Assessor.
- C. The Damage Assessment Coordinator is responsible for the following:
 1. Developing, assigning, and managing Local Initial Damage Assessment (LIDA) Teams.
 2. Gathering and providing damage assessment information to the EOC as needed.

3. Compiling situation reports and forwarding this information to SEMA as required. This should be done in consultation with the Clay County Emergency Management Director.
 4. Accompany and assist state and federal damage teams when needed.
 5. Recruit and train damage assessment personnel to include private individuals or companies who can provide assistance.
 6. Collect damage information by indicating damaged areas on maps and maintain lists of "critical" facilities requiring priority repairs. Display this information in the EOC. Critical facilities may include but not be limited to hospitals, nursing homes, EOC, reception and care center, utilities etc.)
 7. Along with the Clay County Emergency Management Director review and update this Annex and its appendices at least annually.
 8. Participate in drills and exercises involving this function.
- D. The Damage survey teams are responsible for assessing both public (government, public utilities etc.) damages and private (individuals, small business etc. damages
 - E. The Clay County Assessor should maintain records on private property values for residences in Clay County including each of the incorporated cities and villages in the county.
 - F. The Clay County Highway Superintendent and the public works directors for the various cities and villages in Clay County should maintain value estimates on county and city-maintained roads and bridges and determine cost estimates on damage when applicable.
 - G. All political subdivisions within Clay County should conduct damage assessment surveys within their respective jurisdictions and report this information to the Damage Assessment Coordinator in the EOC.
 - H. Public and Private utilities serving the Clay County area should provide damage assessment information relating to their services and facilities to the Damage Assessment Coordinator in the EOC.
 - I. The American Red Cross should support this function by providing trained damage survey personnel as needed. Members of the S.A.V.E. Coalition and trained CERT members may also be available to assist in this function if necessary and available.

- J. The Clay County Planning and Zoning Department should be able to provide necessary maps for use in the EOC during a disaster or emergency.
- K. Any department or organization involved in this function should provide adequate training to their respective personnel regarding damage assessment.

V. DIRECTION AND CONTROL

- A. The County Assessor serving as Damage Assessment Coordinator is an important member of the EOC Direction and Control staff and will control operations from the EOC.
- B. All damage reports that come to the EOC will go through the Damage Assessment Coordinator for analysis and plotting.
- C. The Damage Assessment Coordinator should coordinate section operations using the Integrated Emergency Management System.
- D. The status of section field operations during or after an emergency/disaster should be known by the Damage Assessment Coordinator and be available upon request.
- E. Damage assessment resources not normally under the direction/control of the Damage Assessment Coordinator should remain under the direct control of their sponsors. The Damage Assessment Coordinator should direct task assign and coordinate these resources.

VI. CONTINUITY OF GOVERNMENT

- A. Line of Succession - Damage Assessment
 - 1. Clay County Assessor
 - 2. Chief Deputy Assessor
 - 3. Chief Appraiser, Clay County Assessor's Office
 - 4. Continuity for political subdivisions will be according to their ordinances and policies.
- B. The Damage Assessment section will control their operations from the primary EOC or, if relocated, from an alternative EOC.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Damage assessment survey teams will consist of local government employees and designated private sector personnel when necessary (i.e., real estate, engineering, building trades, etc.). State, Federal, and volunteer agencies may provide support as appropriate. Additionally, members of the Structural Assessment & Visual Evaluation (S.A.V.E) Coalition may be available to assist in damage assessments. Request the S.A.V.E Coalition through the SEMA office.
2. Required damage assessment report forms and instructions are referenced in Attachment A of Appendix 2 to this Annex.
3. Records of actions taken, and recommendations made will be compiled by appropriate county/city personnel in the EOC.
4. Damage assessment information will be provided to the State Emergency Management Agency by the Emergency Management Director for necessary release to the Federal agencies.

B. Logistics

All logistical requirements will be submitted to the Resource and Supply section with the exception of the following:

- I. The Communications and Warning Coordinator should provide communications for this function.
2. The Resource and Supply Coordinator should provide transportation for the LIDA survey teams as needed.
3. The Damage Assessment Coordinator should provide the necessary damage report forms to the survey teams working at the disaster scene.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. The individuals named in Part IV of this annex, Organization and Assignment of Responsibilities, are responsible for developing, maintaining, and updating this annex and its appendices.
- B. The Clay County Emergency Management Director will initiate an annual review and updating.

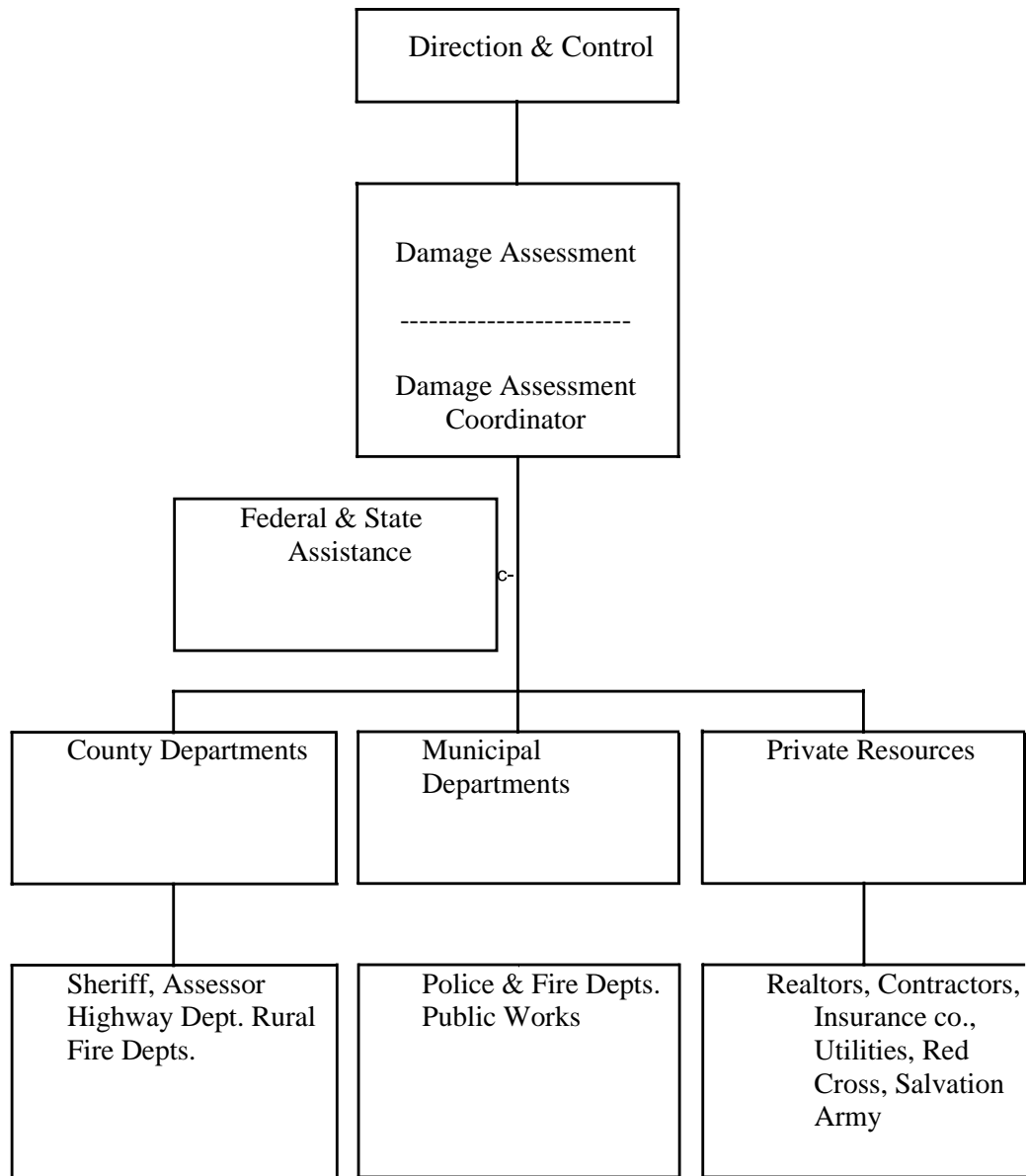
Appendices

- 1. Damage Assessment Organizational Chart
- 2. Disaster Damage Forms
 - Attachment A: Disaster Assessment Summary
 - Attachment B: Initial Disaster Estimate
- 3. Disaster Assistance Contact Numbers

Appendices Kept by the Damage Assessment Coordinator

Major Disaster Assessment SOG

DAMAGE ASSESSMENT ORGANIZATIONAL CHART



Damage reports will come into the EOC from various County and City departments such as Sheriff, Public Works, Fire, etc., and also other response agencies and private sources which will contribute to the overall damage assessment.

Appendix 2

Attachment A to Appendix 2 to Annex D

State Emergency Management Agency
Disaster Assessment Summary
Completion Instructions

SUMMARY:

This form is intended to provide local jurisdictions with a standard method of reporting initial and supplemental damage estimates to SEMA. This information will be used to assess the situation throughout the affected area. It will also be combined with other reported information and used to help decide on future actions.

These forms are intended to be cumulative. If you submit additional reports, all of the columns **MUST** show current totals. For example, if the first form you submitted showed sixteen residential structures damaged and you identify four more damaged residential structures, the next form you submit **MUST** show twenty damaged residential structures.

1. Jurisdiction(s) Affected: Please include the name of the area affected, including county, and date of report.

2. Disaster: List the type, time and date of incident.

3. Report by: List name of person submitting report, his/her title, home and work phone numbers. This person will be SEMA's point of contact for additional information.

4. Affected Individuals: List affected individuals based on the category the individual fits in. Please assign individuals to only one of the six categories. For example, do not assign someone to the "injuries" category if they are already assigned to "hospitalized".

5. Property Damage:

- a. Residence:** List the number of residential properties damaged as a result of the disaster (separated either by single family, multi family or mobile homes) in the categories provided. Provide a total dollar amount in estimated losses to residences.
- b. Business:** List the number of business properties damaged as a result of the disaster in the categories provided. Provide a total dollar amount in estimated losses to businesses.
- c. Public Facilities:** List the estimate in dollars, the number of sites, and a brief description of damages in the six categories under Type of Work or Facility. Provide a total dollar amount in estimated losses to public facilities.

Remember: The SEMA Logo on the top of the form means to send it to SEMA upon completion.



Initial Supplemental

Disaster Assessment Summary

I. Jurisdiction(s)

Affected _____ **Date:** _____

2. Disaster: Type _____ Date _____
Time _____

3. Report by: Name _____

Title _____

Work Phone _____ Home Phone _____

4. Affected Individuals: (Assign affected individuals to only one category.)

a. Fatalities		d. Missing	
b. Injuries		e. Evacuated	
c. Hospitalized		f. Sheltered	

5. Property Damage:

a. Residence

	# Destroyed	# Major	# Minor	# Inaccessible	# Insured
Single Family					
Multi Family					
Mobile Homes					

Estimated Losses to Residence \$ _____

b. Business

# Destroyed	#Major	# Minor	# Insured

c. **Estimated Loss to Business \$** _____

d. Public Facilities

Type of Work or Facility	Estimate	# of Sites	Brief Description of Damages
Categories			
A. Debris Removal	\$		
Protective Measures	\$		
Roads & Bridges	\$		
Water Control	\$		
Buildings Equipment	\$		
Utilities	\$		
Parks and Recreations	\$		
Total Estimate	\$		

SEMA fax number - (573) 634-7966

**Initial Damage Estimate Form
Completion Instructions**

SUMMARY:

This form is intended to provide local jurisdictions with a standard method of reporting "initial" damage estimates to SEMA. This information will be used to assess the situation throughout the affected area. It will also be combined with other reported information and used to help decide on future actions.

These forms are intended to be "cumulative". If you submit additional reports, all of the columns **MUST** show current totals. For example, if the first form you submitted showed sixteen (16) residential structures damaged and you identify four (4) more damaged residential structures, the next form you submit **MUST** show twenty (20) damaged residential structures. This way the previous form can be destroyed without losing any information.

The form is divided into three (3) main sections. These sections are as follows:

1. Incident:

- a. **INCIDENT:** Briefly describe the incident that generated the submission of this report. Include the areas affected, the date of the incident, and the time of the incident.
- b. **NAME OF POLITICAL SUBDIVISION:** List the name of the affected city, town, county, etc.
- c. **POINT OF CONTACT:** List the name of the individual we can contact if there are any questions concerning the report.
- d. **TITLE:** List the Point of Contact's title (Mayor, Commissioner, Emergency Management Director, etc.)
- e. **COUNTY:** List the County where the affected jurisdiction is located.
- f. **BUSINESS TELEPHONE:** List the office telephone number where the Point of Contact can be reached.
- g. **HOME TELEPHONE:** List the telephone number where the Point of Contact can be reached after normal work hours.
- h. **BUSINESS ADDRESS:** List the complete address of the Political Subdivision.

2. INDIVIDUAL ASSISTANCE:

a. INDIVIDUALS:

- 1) #FATALITIES: List the number of fatalities associated with the incident.
(Do not include these numbers in the Number Affected.)
- 2) # INJURIES: List the number of individuals who are injured as a result of the incident. (Do not include these numbers in the Number Affected.)
- 3) # AFFECTED: List the number of people affected by the incident (excluding fatalities and injured.)
- 4) # SHELTERS OPEN: List the number of shelters that are currently open as a result of the incident.
- 5) # IN SHELTERS: List the number of people that are currently located in the shelters.

NOTE: Items 1, 2, and 3 do NOT duplicate each other. For example, a "fatality" would not also be counted as "injured" or "affected". The intent is that we would be able to add all three of these items together without duplicating any numbers.

b. STRUCTURES:

- 1) RESIDENTIAL DAMAGED: List the number of residential properties that were damaged as a result of the incident.
- 2) RESIDENTIAL DESTROYED: List the number of residential properties that were destroyed as a result of the incident.
- 3) COMMERCIAL DAMAGED: List the number of commercial properties that were damaged as a result of the incident.
- 4) COMMERCIAL DESTROYED: List the number of commercial properties that were destroyed as a result of the incident.

3. PUBLIC ASSISTANCE:

This section is divided into seven (7) separate categories. When providing estimates of your incident related costs, please separate those costs into the most appropriate category. The seven categories are as follows:

a. CATEGORY A (DEBRIS REMOVAL) ESTIMATE:

- b. CATEGORY B (PROTECTIVE MEASURES) ESTIMATE:
- c. CATEGORY C (ROAD SYSTEMS) ESTIMATE:
- d. CATEGORY D (WATER CONTROL FACILITIES) ESTIMATES:
- e. CATEGORY E (BUILDINGS AND EQUIPMENT) ESTIMATE:
- f. CATEGORY F (PUBLIC UTILITY SYSTEMS) ESTIMATE:
- g. CATEGORY G (OTHER) ESTIMATE:

Initial Disaster Estimate

INCIDENT (Brief Description and date of incident):

Name of Political Subdivision _____

Point of Contact _____

Title _____

Country _____

Business Address _____

Business Telephone _____

Home Phone _____

INDIVIDUAL ASSISTANCE

INDIVIDUALS

Fatalities (*) _____ Injuries(*): _____ #Shelters Open _____ # In Shelters _____

#Affected _____

*DO NOT INCLUDE THESE IN # AFFECTED!

STRUCTURES

Residential:

Damaged: _____

Destroyed: _____

Commercial:

Damaged: _____

Destroyed: _____

PUBLIC ASSISTANCE

CATEGORY	TYPE	DESCRIPTION	ESTIMATE (\$)
A	Emergency	DEBRIS CLEARANCE	_____
B	Emergency	PROTECTIVE MEASURES	_____
C	Permanent	ROAD SYSTEM	_____
D	Permanent	WATER CONTROL FACILITY	_____
E	Permanent	BLDGS AND EQUIPMENT	_____
F	Permanent	PUBLIC UTILITY SYSTEMS	_____
G	Permanent	OTHER	_____

DISASTER ASSISTANCE CONTACT NUMBERS

Individual Assistance: 1-800-621-FEMA (3362)

Division of Labor Standards

Wage & Hour Section: 1-800-475-2130

Fax: 573-751-3721

Department of Natural Resources: 1-800-361-4827

Fax: 573-751-4732

Community Development Block Grant: (573) 751-4146

Fax: 573-526-4157

Department of Insurance 1-800-726-7390

Fax: 573-526-4898

Department of Health 1-800-392-0272

Fax: 573-751-6041

Department of Agriculture: 573-751-4316

Fax: 573-751-0281

Disaster Unemployment Assistance: 1-800-788-4002

Missouri Bar Association Disaster Legal Aid 1-800-829-4128

State Emergency Management Agency: 573-741-2748 (24 hours) for elected officials only

Planning & Disaster Recover Branch SEMA - 573-526-9234

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ANNEX (ESF 13)

LAW ENFORCEMENT

I. PURPOSE

Law enforcement agencies deal with emergencies on a regular day-to-day basis. This is the nature of their occupation. Adequate resources are normally available to cope with any occurrences that should arise.

During a disaster, however, these resources could be exhausted before a situation is brought under control. This annex will organize local law enforcement personnel and develop procedures that will enable Clay County and each of the political subdivisions that have a law enforcement agency to provide law enforcement services regardless of the situation.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County could find itself subjected to many hazards (See Basic Plan, II Situation and Assumptions A-3) that would threaten the lives and property of its citizens. In each of these, local law enforcement personnel will have a major response roll.
2. The Clay County Sheriff and several police agencies provide law enforcement services in Clay County.
3. Local law enforcement resources are adequate to meet most day-to-day situations that could arise, but an emergency could occur that would exceed local capabilities.
4. Outside law enforcement resources (federal, state, and other local) may be available to support operations in Clay County.
5. In addition to normal law enforcement procedures, special training for personnel will be required in the areas of:
 - a. Hazardous materials incidents
 - b. Riot control

- c. Storm watch
- d. The Clay County Detention Center in Liberty is the primary facility for housing prisoners in Clay County. This facility can house approximately 400 inmates. The Clay County Detention Division maintains internal policies and procedures governing administration and operations, including evacuation procedures in the event of a disaster or emergency affecting the Detention Center.

B. Assumptions

1. All law enforcement personnel and equipment should be available to respond to a disaster or emergency.
2. Situations will arise that will tax or exceed local law enforcement capabilities.
3. If Clay County finds itself with insufficient manpower, equipment, or special expertise needed to maintain law and order, assistance from outside resources may be called upon to respond.
4. Private and non-county resources such as Northland CERT and Northland ARES etc. should be available to assist in law enforcement activities such as traffic control and area security. These resources should cooperate with the Law Enforcement Coordinator as needed.
5. State and Federal resources should be available to assist local law enforcement needs. These resources may be limited.
6. Outside resources will respond when called upon. Additional law enforcement personnel, equipment, or other special expertise may be available.

III. CONCEPT OF OPERATIONS

A. General

1. The law enforcement activities described in this annex are an extension of normal day-to-day activities and deal only with extraordinary situations that may completely saturate available resources and involve several jurisdictions. (See Appendix 3 to the Basic Plan.)
2. In addition to being the lead agency in certain response situations (i.e., riots, hostage situations, etc.) the law enforcement section will provide

security and support in all other emergencies that threaten life and property.

3. Local law enforcement agencies will primarily perform law enforcement functions, while outside and support agencies will be used for traffic and crowd control.
4. The Law Enforcement Coordinator should coordinate law enforcement operations from the EOC when activated. If a forward command post is activated a command law enforcement officer may direct on-scene operations from that facility under the direction of the Law Enforcement Coordinator in the EOC. Questions concerning a lead agency in such a disaster situation will be resolved in the EOC. (See Appendix 3 to the Basic Plan).
5. The Clay County Sheriff's Department will control law enforcement operations in all unincorporated areas of the County while the Municipal Police will control operations within the boundaries of their respective jurisdictions. Outside agencies used for support should remain under the direct control of their sponsor agency.
6. According to the Mid-America Regional Council Local Emergency Planning Committee (MARC LEPC,) law enforcement personnel should have training to the Awareness Level for hazardous materials situations. (See Annex H)
7. In the event that the disaster is believed to be terrorist-related, a Weapons of Mass Destruction (WMD) incident, or the result of other criminal activity, care must be taken to preserve the crime scene, while at the same time allowing rescue operations to be performed. Federal involvement via the Federal Bureau of Investigation (FBI) may be immediately initiated should a terrorist or WMD incident occur. **(See Appendix 3 to this annex and Annex N for additional information.)**
8. In the event of FBI involvement, a Joint Operations Center (JOC) will most likely be placed in operation. In that case the Clay County Law Enforcement Coordinator will assign a command officer to be present in the JOC to represent local law enforcement and coordinate with the Clay County Law Enforcement Coordinator.

B. Checklist of Actions During Operation Time Frames

1. Mitigation

- a. Prepare plans (SOG) to deal with projected law enforcement requirements. (Refer to the hazards identified in the Basic Plan, II Situation and Assumptions A-3.)
 - b. Identify facilities and resources that will require special security during a disaster and establish procedures to provide protection.
 - c. Train law enforcement personnel and volunteer support personnel in special procedures (terrorism, hazardous materials, identification, etc.).
 - d. Locate and establish liaison with local organizations outside government that could provide assistance (veteran's groups, private security, Northland CERT etc.)
 - e. Develop and maintain mutual aid agreements with nearby local law enforcement agencies to ensure proper coordination.
 - f. Review procedures for obtaining assistance for state and federal law enforcement agencies.
 - g. Review other annexes of this plan to determine where law enforcement support will be needed by other agencies.
 - h. Develop and maintain a security-pass system to allow admittance to restricted areas (damaged or otherwise).
 - i. Review and update plans, procedures, and checklists annually.
 - j. Participate in tests, exercises, and drills.
2. Preparedness
- a. Begin personnel alerting procedures.
 - b. Check status of equipment and facilities for readiness and safety.
 - c. Analyze threat to anticipate required response, and then check procedures.
 - d. Assist in warning as required (See Annex B).
 - e. Provide security and traffic control at the EOC.
 - f. Review status of streets and roads in case an evacuation is necessary.
 - g. Assemble materials for security-pass system to restricted areas.

- h. Report status of actions taken to Direction and Control.
 - i. Order units to shelter if necessary.
 - j. Review plans to relocate and house prisoners in custody from the county/city jail to a nearby facility should it become necessary. This plan is on file in the Clay County Detention Center.
3. Response
- a. Activate necessary personnel to meet the situation.
 - b. Maintain law and order.
 - c. Provide traffic and crowd control
 - d. Provide security to critical facilities and resources.
 - e. Control access to the incident scene and evacuated area(s).
 - f. Assist in search and rescue operations.
 - g. Provide security in the disaster and other affected areas to ensure that private and public property are protected.
 - h. Participate in the EOC operations (Direction and Control, Annex A).
 - 1. Assist in dissemination of warning to the public (mobile units).
 - J. Provide security and traffic control for shelter operations (Annex K).
 - k. Assist Damage Assessment by identifying damaged areas.
 - l. Maintain records and report regularly to the EOC.
 - m. Activate mutual aid and private resources and deploy them as necessary.
 - n. Assist other emergency services as directed by the EOC.
 - o. Provide protection for prisoners in custody.
 - p. Provide law enforcement in reception centers, lodging and feeding facilities, and emergency shelters.

- q. Assist in the evacuation of disaster areas during emergency operations.
- 4. Recovery
 - a. Continue operations as necessary until situation returns to normal.
 - b. Release mutual aid and private resources when possible.
 - c. Continue support to other services, especially in the areas of Damage Assessment and Search and Rescue.
 - d. Provide traffic control for the return of evacuees (Annex J).
 - e. Provide information to press offices for news releases (Annex C).
 - f. Assist in the transition from the shelter mode to normal activities (Annex K).
 - g. Participate in cleanup and recovery operations.
 - h. Participate in after-action reports and critiques and incorporate recommended changes into law enforcement plans and procedures.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the law enforcement function is shown in Appendix I to this annex.

B. Assignment of Responsibilities

- 1. The Clay County Sheriff is the Law Enforcement Coordinator for Clay County and will be responsible for all law enforcement operations within the jurisdictional boundaries of Clay County as specified by law.
- 2. The Local Police Chief will control operations within the boundaries of their jurisdiction.

C. The Law Enforcement Coordinator should be responsible for the following:

- 1. The overall integration and management of outside law enforcement resource activities in Clay County.

2. Procure essential personal protective equipment and antidotes for law enforcement personnel responding to hazardous materials or WMD incidents.
3. Train law enforcement personnel in their emergency management assignments.
4. Develop and maintain mutual aid agreements with neighboring law enforcement agencies.
5. Establish procedures to protect essential law enforcement records.
6. Support damage assessment, clean-up, and recovery operations.
7. Maintain personnel call-up lists and procedures for call-up notification and maintain a list of personnel, vehicles, and equipment available. These lists are available in the Clay County Sheriff's Office.
8. Protect inmates in custody and relocate them when necessary.
9. Clay County and each of the political subdivisions within the county will provide security for critical facilities including the EOC, shelters, feeding facilities, government buildings, essential infrastructure locations, points of distribution (POD), and other essential locations identified by the Emergency Management Director.
- I 0. Provide traffic control as needed.
11. Protect damaged/affected property by providing security and limiting access into these areas (i.e., issue security passes) as safety permits.
12. Coordinate evacuation field operations.
13. Coordinate with the FBI/ Law Enforcement Response in a terrorist incident.
14. Annually review and update this Annex and its appendices in coordination with the Emergency Management Director.

D. Communications for law enforcement operations will be provided for by the appropriate law enforcement agency.

E. Any department/organization involved in this function should provide adequate training for their respective personnel regarding law enforcement activities during a disaster/emergency. The Clay County Emergency Management Director will be responsible to ensure specialized training is available (hazardous materials, etc.) for these individuals.

V. DIRECTION AND CONTROL

- A. Initial control at the scene will be established by the first public safety officer on the scene. He/She will establish command in accordance with the Incident Command System (ICS) and maintain contact with and provide information to the prescribed communications center and will maintain command until relieved by a senior officer.
- B. If outside resources are needed, they will remain under the direct control of the sponsoring agency, department, or industry. The Law Enforcement Coordinator should direct task assignment/coordination of these resources through their sponsor.
- C. The Law Enforcement Coordinator should be responsible for all law enforcement activities should an emergency or disaster occur that requires an activation of all or part of the Clay County EOP.
- D. The Law Enforcement Coordinator should coordinate section operations using the Integrated Emergency Management System.
- E. The Law Enforcement Coordinator should operate from the EOC when activated.

VI. CONTINUITY OF GOVERNMENT

- A. Lines of succession - Law Enforcement Coordinator
 - 1. Clay County Sheriff
 - 2. Undersheriff /Lt. Colonel
- B. All departments will develop a SOG to enable them to perform their assigned duties.
- C. Political subdivisions within the county should follow their ordinances and policies regarding the line of succession for Law Enforcement Coordinator.
- D. All departments must be prepared to operate from an alternate EOC if the designated EOC becomes inoperable or unusable.

- E. Records and documents vital to the functioning of the law enforcement section should be duplicated and stored in another location. If this is not possible, plans should be developed to move these documents to an alternate site.

V. **ADMINISTRATION AND LOGISTICS**

A. Administration

- I. Each law enforcement agency will develop plans and procedures to ensure a timely submission of all reports and records.
- 2. Security for the EOC and other critical government facilities will be provided by the appropriate law enforcement agency.
- 3. The legal basis for any emergency action described in this plan is contained in Chapter 44, RSMo.
- 4. The Public Information Coordinator should provide public information for this function.
- 5. The Resource and Supply Coordinator should supply logistical support (food, water, emergency power, fuel, lighting, etc.) for law enforcement personnel at the disaster/emergency site.

B. Logistics

- I. Normal purchasing and procurement procedures may be circumvented with written permission of the chief elected official present.
- 2. Law enforcement services must provide necessary logistical support for food, emergency power, fuel, etc., for response personnel during emergency operations. In most situations, however, the Resources and Supply Section (Annex G) will be available to assist with supply matters.
- 3. Providing communications support and communications equipment for the emergency functional areas will be handled and maintained by the various participating law enforcement agencies.

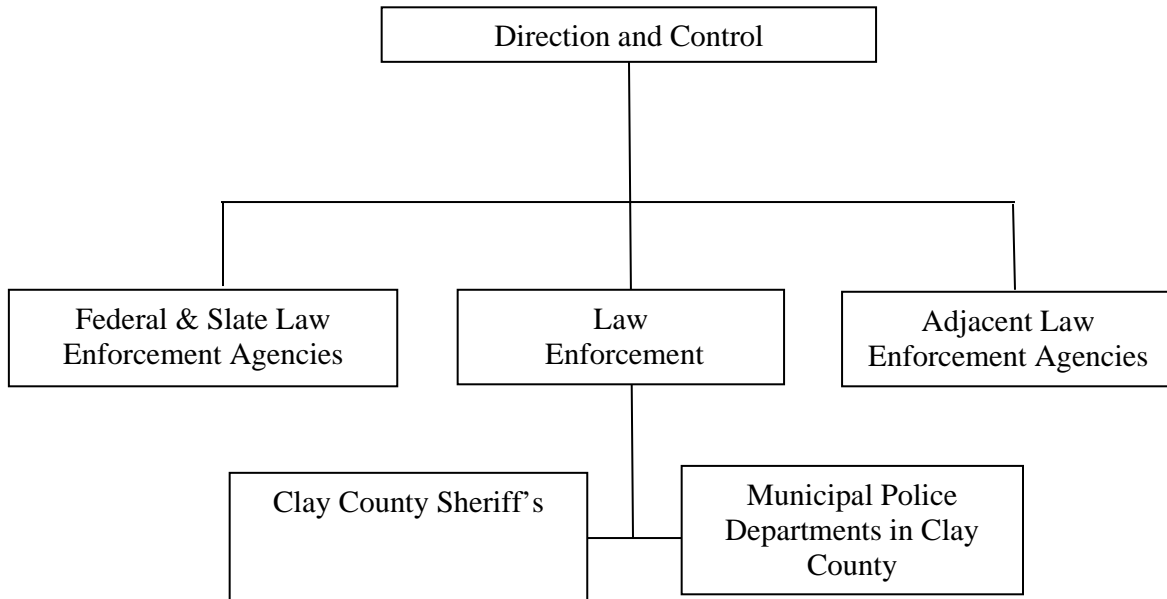
VI. ANNEX DEVELOPMENT AND MAINTENANCE

- A. Each operating law enforcement agency will be responsible for developing and maintaining written procedures to accomplish their assigned tasks in this annex.
- B. It will be the responsibility of the County Sheriff and Emergency Management Director to instigate a review and updating of all law enforcement plans, call-up lists, procedures and vehicle and equipment inventories yearly.

Appendices

1. Organizational Chart
2. Law Enforcement Resources
3. Terrorism Resources

LAW ENFORCEMENT ORGANIZATIONAL CHART



LAW ENFORCEMENT RESOURCES

A. Clay County Sheriff's Office

Public Safety Center, 12 South Water

Administration.....	816-407-3750
Emergency only.....	911
Communications Center.....	816-407-3700 or 911
Evenings, Nights, Weekends.....	816-407-3700

B. Missouri State Highway Patrol

Headquarters, Jefferson City.....	573-751-3313
Troop H, St. Joseph.....	816-387-2345
Troop A, Lee's Summit.....	816-622-0800

C. Surrounding Law Enforcement Agencies

County Sheriff Departments

Platte County Sheriff.....	816-858-3521
Ray County Sheriff.....	816-776-2000
Jackson County Sheriff.....	816-235-5008
Clinton County Sheriff.....	816-539-3777

D. Municipal Police Departments

Claycomo.....	816-452-4613
Excelsior Springs.....	816-630-2000
Gladstone Public Safety.....	816-436-2200
Independence.....	816-325-7300
Kansas City - North Patrol Division.....	816-234-5540
Kansas City- Shoal Creek Patrol Division.....	816-413-3400
Kearney.....	816-628-3925
Lawson.....	816-296-7210
Liberty.....	816-792-6002
North Kansas City.....	816-274-6013
Oakview.....	816-436-9150
Platte City.....	816-858-5848
Pleasant Valley.....	816-781-7373
Smithville.....	816-532-0500

Mutual Aid agreements with these agencies are on file in the Clay County Sheriff's Office.

TERRORISM RESOURCES

For a CHEMICAL incident call:

1-800-424-8802
(National Response Center)

For a BIOLOGICAL incident call:

1-888-872-7443
(Medical Research Institute of
Infectious Diseases)

Local Resources

Haz-Mat Team -closest hazardous materials response team is with the
Southern Platte Fire District; 8795 NW Highway N, Parkville, MO.....816-741-2900

State Resources

DNR Environmental Emergency Response Office.....24-hour, 573-634-2436
FAX.....573-526-3350

DNR Drinking Water, Office hours.....573-751-4988
After hours.....573-634-2436

State Fire Marshall's Explosives Canine Unit (Bomb sniffing dogs).....800-392-7766
Jim Wilson pager.....800-462-6023
Dave Owens pager800-272-9826

Missouri State Highway Patrol Bomb Retrieval and Disposal Unit.....573-751-3313

Department of Health Bureau of Environmental Epidemiology
Office hours573-751-6160
Or contact Gary McNutt by pager800-443-7243 (#069460)

SEMA Duty Officer (will contact other state and federal agencies).....573-751-2748

Federal Resources

Federal Bureau of Investigations (FBI)

Kansas City Office 24-hour816-221-6100

Urban Search and Rescue Team402-441-8371
FAX.....402-441-7098

ANNEX F (ESF #4 and ESF #9)

FIRE AND RESCUE

I. PURPOSE

By the very nature of their duties the local fire departments protect lives and property on a daily basis. However, in a disaster situation of sufficient magnitude, normal day-to-day procedures, personnel, or equipment could prove inadequate to provide this protection.

The purpose of this annex is to organize local firefighting resources and establish procedures that will enable these resources to meet the demands of a disaster situation including but not limited to fire protection, search and rescue, emergency medical response, response to chemical, biological, radiological, nuclear, explosive (CBRNE), and hazardous materials incidents.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County and each of the political subdivisions within the county is subject to many hazards that could present difficulties with regard to fire protection. The County's urban areas are subject to major structural fires and its' rural areas are at risk from wild land fires (See Basic Plan, II Situation and Assumptions A-3).
2. There are eleven fire departments/districts located in Clay County (not including Kansas City), which are dispatched in a variety of ways (see Appendix 1, Annex B).
3. Situations could arise that would hinder fire-fighting capabilities or overwhelm local resources. Outside assistance (federal, state or other local governments) is available through mutual aid should the need arise.
4. The fire departments/districts located in Clay County and each of the political subdivision which have a fire department/district are also responsible for search and rescue activities, and emergency medical response.

5. The fire departments/districts will provide support to other fire departments/districts through mutual aid agreements. Each fire department/district should have a copy of all of their mutual aid agreements on file.
6. All fire departments/districts operate consistently with the Missouri State Fire Marshal's Mutual Aid System.

B. Assumptions

1. All fire and rescue personnel and equipment should be available to respond to an emergency/disaster.
2. Trained personnel and specialized equipment may be available to meet any situation that could arise.
3. Other county and/or city departments or agencies will respond to provide support as detailed in this plan.
4. State and federal agencies will respond when necessary if requested.
5. All fire departments/districts in the county will maintain the equipment and level of training necessary to perform the fire protection functions.
6. If evacuation of a community is necessary, fire department/district personnel may be available to assist law enforcement personnel with the movement and evacuation while at the same time providing fire and rescue protection to the community.
7. Private and non-county resources should be available to assist in fire and rescue activity. These resources should cooperate with the Fire and Rescue Coordinator as needed.
8. Existing fire and rescue personnel and equipment available to Clay County through mutual aid agreements should be adequate to deal with most emergencies within Clay County.

III CONCEPT OF OPERATIONS

A. General

1. The primary task of the fire service is the same as its day-to-day mission, protection of persons and property from the threat of fire.

2. Other important tasks of the fire service include:
 - a. Dealing with hazardous materials incidents and informing Direction and Control Staff of the risks associated with a particular hazardous materials incident. (See Annex H for Hazardous Materials Response details.)
 - b. Coordinate with the Communications and Warning Coordinator to alert all emergency response organizations to the dangers associated with a particular hazardous material when necessary.
 - c. Conducting search and rescue operations.
 - d. Providing emergency medical response.
 - e. Coordinate hazardous material monitoring and decontamination procedures.
 - f. Assist Clay County Emergency Management and law enforcement should evacuations become necessary. Particular attention should be given to children and those with access and functional needs needing special assistance in evacuation and sheltering.
3. Fire and rescue personnel and equipment will be deployed to the location of greatest need in the event of an emergency.
4. In all cases the fire department/district will follow the Emergency Classification and Control Procedures outlined in Appendix 3 to the Basic Plan.
5. The fire department/district will provide support as requested by other agencies as long as it does not affect their fire protection capability.
6. Mutual aid agreements will be utilized to ensure the best possible protection for all residents of Clay County and each of the political subdivisions within the county.
7. The fire department/district will provide training for all fire protection personnel at a Hazardous Materials Awareness Level at a minimum.

B. Tasks to be accomplished by Operational Time Frame

1. Mitigation

- a. Review hazard analysis results (Basic Plan, II Situation and Assumptions A-3) to identify all emergency operations in which the fire service would play a major role.
 - b. Following the review, determine if any specialized equipment or training is required for fire and rescue personnel and volunteer support staff to meet potential threats (hazardous materials, terrorist incidents, etc.).
 - c. Develop fire safety programs, to include disaster situations and present to the public.
 - d. Locate facilities that store or use hazardous materials, identify the materials and the problems each could cause. Maintain a map and list of these facilities. This information should be available from the Local Emergency Planning Committee (LEPC)
 - e. Identify facilities that could create special problems such as nursing homes, hospitals, schools, day care facilities and access & functional needs facilities such as group homes and sheltered workshops. (See Appendix 2 to Annex J).
 - f. Participate in tests, exercises, and drills to include those in support of other agencies.
 - g. Develop and maintain mutual aid agreements with private area resources that could be useful for fire prevention or suppression.
 - h. Develop SOG to meet projected needs.
 - i. Review and update the annex and SOG at least annually after consultation with the Emergency Management Director. Call-up lists should be reviewed twice a year. These lists are maintained by the various fire departments in Clay County.
 - j. Recruit and train new volunteers.
2. Preparedness
- a. Alert key personnel as described in guidelines set up in departmental call-up lists.
 - b. Determine status of equipment.
 - c. Analyze the type of emergency with regard to potential fire problem. Report to EOC (Damage Assessment if they are activated).

- d. If fire service personnel and equipment are in a potential hazard area, take steps to provide protection (evacuation or shelter).
 - e. Assist in the dissemination of warning to the public.
 - f. Assist other departments in preparedness activities as much as possible.
 - g. Review plans and procedures (SOG) for the potential threat, to include Appendix 3 to the Basic Plan, Emergency Classification and Control Procedures.
 - h. Check status of supplies (fuel, water, first aid supplies, etc.)
 - i. Maintain increased readiness status until the situation escalates or the decision to discontinue operations is given by the EOC.
3. Emergency Response
- a. Respond as required on a priority basis.
 - b. Direct search and rescue operations for victims.
 - c. Activate mutual aid if needed.
 - d. Report damages observed to include potential problem areas.
 - e. Coordinate activities with other agencies.
 - f. The Fire and Rescue Coordinator will coordinate fire service response of departments responding from outside the jurisdiction.
 - g. Alert or activate off-duty and auxiliary personnel as required by the emergency.
 - h. If hazardous materials are involved, initiate hazardous materials plans to include possible evacuation, area control, and clean up.
 - i. Maintain emergency response status until the situation is under control or ordered to discontinue operations by the EOC.
4. Recovery
- a. Participate in clean up and Damage Assessment support.

- b. Inspect damaged areas to ensure fire safety.
- c. Develop after-action reports to include:
 - 1) Actions taken
 - 2) Materials expended
 - 3) Personnel costs
 - 4) Assistance received from and given to other agencies
 - 5) Problem areas to include corrective measures (Improvement Plan).
 - 6) Send the after-action reports to the Emergency Management Director as soon as they are developed.
- d. Review plans and procedures with key personnel and make revisions and changes.
- e. Report on all activities to Direction and Control.
- f. Replenish supplies and repair damaged equipment.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the fire and rescue function is shown in Appendix I to this annex.

B. Assignment of Responsibilities

1. Overall responsibility for fire protection lies with the appropriate fire department within the defined boundaries of its jurisdiction.
2. The Clay County Emergency Management Director shall appoint a Fire and Rescue Coordinator for Clay County. The Fire and Rescue Coordinator should be a current or former Fire Chief of either a career or volunteer fire department. Overall responsibility of fire and rescue coordination lies with the Fire and Rescue Coordinator.
3. The Fire and Rescue Coordinator is responsible for the following:
 - a. Ensure that mutual aid agreements with surrounding fire departments are in place and up-to-date.
 - b. Ensure that the fire departments have the necessary protective respiratory devices, clothing, equipment, and antidotes for personnel responding to hazardous materials incidents.
 - c. Ensure that fire and rescue personnel have been adequately trained on the tasks that they would be required to perform in an emergency.
 - d. Ensure that procedures are in place to protect essential fire and rescue records from the effects of the disaster.
 - e. Support clean up and recovery operations when possible.
 - f. Maintain adequate expenditure records to assist in determining the cost associated with an incident. This information will be initiated by the respective fire departments involved in the incident and sent to the Fire and Rescue Coordinator in the EOC.
 - g. Maintain personnel call up lists and develop the means to implement these lists.
 - h. Provide for fire protection in public shelters when they are opened in response to a disaster,
 - i. Assist the PIC in dissemination of appropriate warning material to the general public.
 - j. Provide coordination and assistance to search and rescue crews when necessary.

- k. Annually review and update this Annex in consultation with the Emergency Management Director.
 1. Neighboring fire departments should provide support when needed and available as identified in mutual aid agreements.
 2. Other agencies and organizations which may provide search and rescue services include the Missouri Water Patrol, the Missouri State Highway Patrol, other law enforcement agencies, Northland CERT and local or regional SAR groups.
 3. Any departments/organizations involved in this function should provide adequate training to their respective personnel regarding fire and rescue operations.

V. DIRECTION AND CONTROL

- A. The Fire and Rescue Coordinator should control operations from the EOC when it is activated and maintain frequent contact with response personnel on the disaster scene using the Incident Command System.
- B. The chief of each fire department/district will be responsible for controlling fire operations within the defined boundaries of its jurisdiction.
- C. The Incident Commander at the scene should control on-scene fire and rescue operations.
- D. Routine operations will be handled by normal SOG.
- E. Outside fire and rescue resources from other jurisdictions will be controlled by the procedures outlined in mutual aid agreements. They will remain under the direct control of the sponsoring agency but will be assigned by the Fire and Rescue Coordinator in the EOC to respond as necessary.
- F. The Fire and Rescue Coordinator should know the status of the field operations during or after an emergency/disaster and make this information available to the Emergency Management Director upon request. They should also coordinate fire and rescue operations using the Integrated Emergency Management System.

VI. CONTINUITY OF GOVERNMENT

Lines of succession for each department are contained in departmental SOG, local ordinances and policies. The line of succession for the Fire and Rescue Coordinator should be the:

1. Fire and Rescue Coordinator
2. Fire Chief of the primary incident jurisdiction,
3. Deputy Fire Chief of the primary incident jurisdiction.

VII. ADMINISTRATION & LOGISTICS

A. Administration

1. Procedures for dealing with expenses incurred and liability for actions and injuries are outlined in mutual aid agreements, state laws, and local o r d i n a n c e s .
2. Reports and records will be developed and maintained in accordance with established procedures, local ordinances, and state statutes.
3. Reports and records developed by the political subdivisions relating to a disaster will be sent to the Clay County Emergency Manager.

B. Logistics

1. Fire and rescue services must provide necessary logistical support for food, emergency power, fuel, etc., for response personnel during emergency operations. In most situations, however, the Resources and Supply Section (Annex G) will be available in the EOC to assist with supply matters.
2. Stockpiles of essential materials and supplies and resource lists must be checked and updated at least twice a year.
3. In a declared emergency/disaster, normal procurement procedures can be waived in accordance with local ordinances and state statutes.
4. Resource lists are located in Appendix 2 to this annex.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. The Clay County Emergency Management Director will be responsible for instigating the review of this plan and updating it on a yearly basis with the assistance of the Northland Fire Chiefs Council and the Fire and Rescue Coordinator. The Director will also ensure that each department updates their SOG at the same time.
- B. This annex will be tested on a yearly basis following Homeland Security Exercise and Evaluation Guidelines (HSEEP) at the direction of the Emergency Management Director with the resulting Improvement Plan being made and distributed immediately after the After-Action Report is completed.
- C. Each fire department/district chief will review and update the mutual aid agreements on a yearly basis. They will also be responsible for maintaining and updating their resource and inventory lists.

Appendices

1. Appendix I Fire and Rescue Organizational Chart
2. Appendix 2 list of area Fire Departments
3. Appendix 3 State Fire Marshal's Mutual Aid System
4. Appendix 4 Incident Command System

Appendices Kept Separately by Each Fire Department

Resource Lists

Fire Department Boundaries (Map)

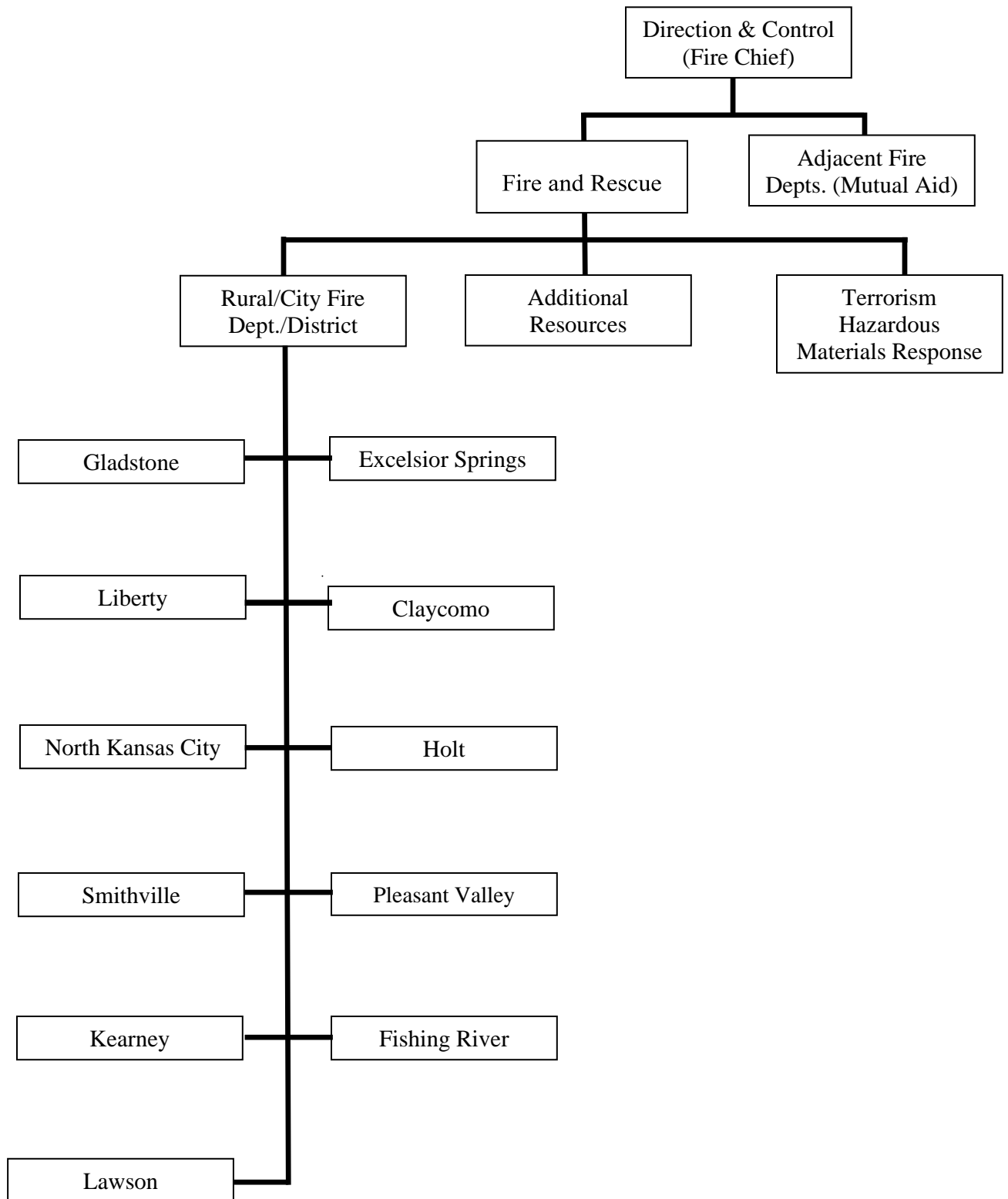
Fire Department Apparatus List

Response SOG

Fire Department Call-up lists

Note: These appendices should be updated by the respective fire chiefs at least annually.

FIRE AND RESCUE ORGANIZATIONAL CHART



FIRE DEPARTMENTS

Fire Departments

Kansas

Bonner Springs Fire Dept. PO Box 38 Bonner Springs, KS	913-422-1020
Consolidated Fire District #2 3921 W 63rd Prairie Village, KS	913-432-1105
DeSoto Fire and Rescue PO Box C DeSoto, KS.....	913-432-2121
Delaware TWP Fire Dept. 111 E Kansas Lansing, KS	913-727-5844
Easton TWP Fire Dept. PO Box 82 Easton, KS.....	913-773-8476
Edwardsville Fire Dept. 698 S 4th St. Edwardsville, KS	913-422-5460
Fairmount TWP Fire Dept. PO Box 136 Basehor, KS.....	913-728-2148
Ft. Leavenworth Fire 295 Biddle Bldg. 701 Sta #2	913-684-4172
Gardner City Public Safety Dept 440 E Main St. Gardner, KS	913-856-7312
Johnson Co Fire Dist. #1 PO Box 325 Gardner, KS	913-782-3258
Johnson Co Rural Fire Dist. #3 9745 Kill Creek Rd DeSoto, KS.....	913-585-3886
Kansas City, KS Fire 815 N 6th Kansas City, KS.....	913-573-5550
Kickapoo TWP Vol Fire Dept 31026 195th St. Leavenworth, KS	913-651-3536
Lake Quivira Fire Dept 10 Crescent Blvd Lake Quivira, KS.....	913-631-5300
Leavenworth Fire Dept. 100 N 5th St. Leavenworth, KS	913-682-3346
Leawood Fire Dept. 4800 Town Center Dr Leawood, KS	913-339-6700
Lenexa Fire Dept 9620 Pflumm Rd Lenexa, KS.....	913-888-6380
Meriam Fire Dept 9000 W 62nd Terr Merriam, KS	913-432-7058
Olathe Fire Dept. 501 E Old 56 Hwy Olathe, KS	913-782-4500
Overland Park Fire Dept 9550 W 95th St Overland Park, KS.....	913-888-6066
Shawnee Fire Dept. 6501 Quivira Rd Shawnee, KS.....	913-631-1080
Sherman TWP Vol Fire Dept 1 1997-206th St Linwood, KS.....	913-723-3248
Tonganoxie Fire Dept 321 S Delaware Tonganoxie, KS	913-845-9494
Tonganoxie TWP Fire Dept. 19009 McLouth Rd Tonganoxie, KS.....	913-845-3801

Missouri

Avondale Vol Fire Dept 3014 Excelsior Avondale, MO	453-7710
Camden Point Fire 2nd & Camden St Camden Point, MO	445-3521
Central Jackson Co Fire Prot Dist. 805 NE Jefferson Blue Springs, MO.....	229-2522
Central Platte Fire 201 Main Street Platte City, MO	858-2231
Claycomo Fire Dept 333 E 69 Hwy Claycomo, MO	452-4612
Dearborn Fire 313 Mapleleaf Dearborn, MO.....	992-8919
Edgerton/Trimble Fire Station I 500 Belt Edgerton, MO	227-3476
Edge1ton Fire Station 2 Port Arthur Trimble, MO.....	790-3362
Excelsior Springs Fire Dept 1120 Tracy Excelsior Springs, MO	630-3000
Fishing River Fire Prot Dist. PO Box 105 Missouri City, MO	630-3000
Fishing River Fire Prot Dist. 12312 4th St Mosby, MO	628-4191
Fort Osage Fire Prot Dist. PO Box 287 Buckner, MO	650-581 1

Gladstone Public Safety Dept 7010 N. Holmes St Gladstone, MO	436-3550
Grandview Fire Dept 7005 Highgrove Grandview, MO ..	761-1226
Independence Fire Dept 950 N Spring Independence, MO	325-7123
Intercity Fire Dist. # 1 1900 Laurel Ave Kansas City, MO	461-2728
Kansas City, MO Fire 414 East 12th Street Kansas City, MO	513-1700
Kearney Fire & Rescue Prot Dist. 201 E 6th Kearney, MO	628-4122
Lake City Fire & Emer Svcs Hwy 7 & M78 Independence, MO	796-7283
Lake Lotawana Fire Prot Dist. IOI Lotawana Dr Lake Lotawana, MO	578-4211
Lake Waukomis Dept of Public Safety 1147 S Shore Dr Lake Waukomis, MO ..	858-3521
Lee's Summit Fire Dept 207 SE Douglas St Lee's Summit, MO	251-2343
Liberty Fire Dept 200 W Mississippi St Liberty, MO.....	792-6078
Lone Jack Fire Prot Dist. 107 W Main St Lone Jack, MO	566-2345
North Kansas City Fire & EMS 710 E 18th Ave North Kansas City, MO	274-6025
Pleasant Valley 680I Sobbie Rd Pleasant Valley, MO.....	792-0200
Prairie TWP Fire Dist. 11010 Milton Thompson Rd Lee's Summit, MO	525-4200
Raytown Fire District 6020 Raytown Trafficway Raytown, MO	737-6034
Riverside Dept of Public Safety 4500 NW High Drive Riverside, MO.....	741-1191
Smithville Area Fire Prot East 92 Hwy Smithville, MO	532-4902
Sni Valley Fire Prot Dist. 1601S. Broadway Street Oak Grove, MO	625-4161
Southern Platte Fire 8795 NW Highway N Parkville, MO	741-2900
Sugar Creek Fire Dept 503 N Sterling Avenue Sugar Creek, MO	252-7058
Sugar Lake Fire 136 Cedar Street Rushville, MO	579-5115
West Platte Fire 18325 H Hwy Weston, MO	640-9927

Ambulance Services

Atchison Co. 1321 N. 3 rd Atchison, KS	913-367-4323
American Medical (AMR) 300 S. Main KCMO.....	836-1594
Lifeflight 201 Lou Holland Drive KCMO	283-9710
Emergency	800-422-4030
LifeNet 13421 W. 151 st St. Olathe, KS.....	800-981-3062
KCFD 6750 Eastwood Trafficway KCMO	924-1700
Non-Emergency	924-0600
NRAD Smithville East 92 Hwy Smithville, MO	532-0850
Platte City 242 Main St. Platte City, MO.....	858-4450
Quarters	858-4615
West Platte Medic 50 18325 H Hwy Weston, MO	640-2724
Quarters.....	640-9927

Rescue Service Agencies

Nebraska Urban Search & Rescue Task Force 1 Region VII
1801 Q Street Lincoln, NE 402-441-8371
Lee's Summit Underwater Rescue & Recovery Unit
3325 NE Rennau Drive Lee's Summit, MO816-525-9555
Missouri State Water Patrol..... 573-751-3333 or 816-525-965

State Fire Marshal's Mutual Aid System

ORGANIZATIONAL CHART



**State Fire Marshal
State Fire & Rescue Coordinator**

**Division of
Fire Safety Staff**

**Regional coordinators
&
Alternate Regional Coordinators
A, B, C, D, E, F, G, H, I**

**Area
Coordinators
& Alternate Area**

**Local Fire
Service Official**

Mutual Aid System

Activation of Plan (Mobilization)

- A. When determined by the responsible fire and rescue official that jurisdictional resources are inadequate to cope with the emergency at hand, these are the following steps taken:
1. Activate **local** mutual aid plan. (This usually means calling neighboring fire services).
 2. Notify the Area Coordinator.
 3. Prepare to receive and utilize mutual aid requested as it arrives.

When jurisdictional and local mutual aid resources are determined inadequate:

4. Request needed resources according to **area** mutual aid plan.
- B. The Area Coordinator will:
1. Evaluate resource availability within the operational area.
 2. Coordinate the dispatch of requested resources from those available within the Area.
 3. Notify the Regional Coordinator and report current situation and status of resources the area.
 4. Request mutual aid resources to fulfill initial request initiated by local jurisdiction. Reinforce seriously depleted resources within the Area.
- C. The Regional Coordinator will upon notification.
1. Evaluate resource availability within the operational area.
 2. Coordinate the dispatch of requested resources from within the region (according to the adopted plan)
 3. Notify the State Coordinator, reporting known situation and resource status of the region.
 4. The State Coordinator will upon notification:
 - a. Evaluate conditions and resource availability throughout the state.
 - b. Alert all other Regional Coordinators of anticipated inter-regional dispatch of fire service resources.
 - c. Activate appropriate Incident Support Team members.
 - d. Select regions from which resources are to mobilize to fulfill requests.
 - e. Coordinate the response of inter-regional mutual aid resources.
 - f. Act as Fire Service Representative in the State Emergency Operations Center if state mutual aid activates.
 - g. Process messages and requests for fire resources received from the State EOC.

How to Request Mutual Aid

This information presented to assist the local fire chief in obtaining emergency mutual aid assistance on a timely basis. This information not intended to modify or change any existing agreements or operational plans between your agencies and other parties.

- 1) Contact your Area Fire & Rescue Coordinator If unknown contact your Regional or State Fire & Rescue Coordinator
- 2) Identify yourself - Preferably, the local fire chief will make the request. If unavailable, State "this request is being made for Chief."
- 3) State the reason for your request. Provide as much information as possible. The Area Coordinator needs this information so your needs can be met as quickly as possible.
- 4) State the type(s) and quantity of fire service resources needed.
Be specific. (Refer to resource list next page.)
- 5) State "when" you need the resources. Immediately or a later specified time
- 6) State "where" resources are to report. An address, crossroad, staging area, etc. Be specific.
- 7) Identify a person to report to and what fire frequency incoming apparatus should use.
- 8) What type of water system?

Department of Public Safety Division of Fire Safety State Fire Marshal
Phone Numbers

(800) 877-5688
(573) 751-2930

State Emergency Operations

(573) 751-2748

NATIONAL INCIDENT MANAGEMENT SYSTEM

The Clay County fire departments use the National Incident Management System as a management system for every incident.

The first arriving fire person at an incident will establish command using the street name, business name or a name that will identify that incident.

The dispatcher will refer all communication to that command name. Example: Engine I on the scene investigating Miller Street command.

Radio transmissions from the scene will be Miller Street command, or command to. It is important to use the command name in the event of multiple incidents at the same time.

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ANNEX G (ESF # 7)

RESOURCE & SUPPLY

I. PURPOSE

In order to deal with the many types of disasters that could affect Clay County and each of the political subdivisions within the county, local resources must be utilized in a timely manner. This annex was designed to give the local officials the ability (1) to maintain a continuous inventory of these resources and, (2) to allocate these resources in a prompt and orderly manner.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. This annex is designed to provide for the management of the resources in Clay County and each of the political subdivisions within the county. Priority should be given to those resources that could be used to combat the hazards identified in the Basic Plan, II Situation and Assumptions A-3.
2. Procedures will be set up to request assistance both from within the county and from outside.
3. A system must be set up to ensure an adequate inventory of response resources is available.
4. The local Resources and Supply function will have to anticipate resource needs for all types of hazards and provide the coordination necessary for the proper allocation of these resources.
5. Resources and supply items specific to response for a terrorist incident are listed in Annex N, of this plan.
6. Local resources will have to be used first before outside assistance is required.

B. Assumptions

1. Private and non-county resources should be available to assist in resource and supply activity. These resources should provide cooperation with the Resource and Supply Coordinator as needed.

2. All resource and supply personnel and equipment should be available to respond to an emergency/disaster.
3. Funds to provide payment for the use of private resources may be available either from local government or from the state or federal government if there is a Presidential Declaration.
4. Clay County officials will not request outside assistance until all local resources have been exhausted (including mutual aid agreements).
5. If the emergency response period lasts more than 24 hours, outside assistance will probably be required.
6. Normal supply requisition procedures including the bid process may be suspended during the disaster. **Exception: Debris removal contracts must go through the bid process to qualify for FEMA re-imbursement.**
7. Private resources may be available that have not been included on the resource lists (especially personnel).
8. State and federal resources should be available to assist local resource and supply needs. These resources may be limited.

III. CONCEPT OF OPERATIONS

A. General

1. The first resources to be identified will be those that are under the control of or readily available to Clay County and each of the political subdivisions located within the county.
2. It is the responsibility of Clay County and each of the political subdivisions within the county to mobilize these resources as necessary to relieve suffering and to protect lives and property.
3. All local resources must be committed or exhausted before requesting assistance from neighboring jurisdictions or higher levels of government.

B. Action to be taken by the Resource and Supply Coordinator by Emergency Operating TimeFrames:

1. Mitigation

- a. Review those hazards that threaten Clay County and each of the political subdivisions within the county (see the Basic Plan, II Situation and Assumptions A-3) to determine what types of resources would be necessary to deal with them.
- b. Locate the required resources in the community.
- c. Maintain agreements of understanding with the private sector organizations that have the required resources to include points of contact.
- d. Identify those required resources that are not available locally and find their nearest location.
- e. Develop procedures that can circumvent normal procurement procedures during an emergency period. This will require working with the Chief Elected Official of the jurisdiction. Local ordinances and state statutes should be consulted.
- f. Participate in exercises and drills to train personnel in the proper allocation of resources to include procedural arrangements.

2. Preparedness

- a. Analyze potential of the emergency situation as to what types of resources would be needed.
- b. Check on availability of needed resources making lists of those available and unavailable.
- c. Contact private sector organizations and neighboring jurisdictions to indicate the possible need for assistance.
- d. Coordinate activities with other response agencies (i.e., Red Cross) to ensure a coordinated and efficient allocation.
- e. Report on status and actions taken by the Emergency Management Director.

3. Response

- a. After activating Resource and Supply personnel, work with the EOC staff to establish priorities and allocate resources.
- b. If necessary, establish points of distribution (POD) areas from which resources can be distributed to:
 - 1) Emergency response teams and
 - 2) Disaster victims
- c. Assist in developing lists of outside resources that are required.
- d. Coordinate with the Public Information Coordinator (PIC) in informing the public of the location of available assistance.
- e. Coordinate resource requirements and requests of other response agencies.
- f. Maintain records of outside resources received, either from mutual aid agreements, MOU with private resources, or donations, as well as a report of those resources actually used in the disaster.
- g. Local personnel should be the first work force used when responding to the disaster if possible and available. Additional extra-local personnel may be available through mutual aid or private resources such as CERT. The Chief Elected Official of Clay County should request a response from the Missouri National Guard if necessary.
- h. Supplies should be transported using municipal, county, state or federal- owned resources whenever possible.

4. Recovery

- a. Review Damage Assessments and make estimate of resources needed for recovery.
- b. Total the resource requests from other local government agencies.
- c. Assess the impact of the disaster on the community.
- d. Identify unused resources in the community.

- e. Total the costs of utilized resources and report these to the Emergency Management Director in the EOC.
- f. Participate in after action reports and critiques.
- g. Set up staging areas to receive and distribute recovery resources.
- h. Set up a mechanism to handle spontaneous contributions of supplies and other materials.
- i. Perform other duties as required by the Emergency Management Director until the situation returns to normal.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

- A. Organization: Appendix I to this Annex contains the Resource and Supply function diagram.
- B. Assignment of Responsibilities:
 - 1. The coordinator of the Resource and Supply function for Clay County will be the County Clerk. Political subdivisions within the county will appoint their own Resource and Supply Coordinator when necessary.
 - 2. The Resource and Supply coordinator will also be responsible for the following supply areas:
 - a. Manage/coordinate the procurement, storage, and equitable distribution of the following supply areas:
 - 1) Food
 - 2) Sustenance Supplies (water, clothing, sanitary supplies, bedding, etc.)
 - 3) Fuel and Energy
 - 4) Transportation to support the supply function of the disaster.
 - 5) Construction equipment and supplies
 - 6) Personnel, excluding first responders.
 - 7) Shelter Supplies if necessary. Typically, this would include cots, medical supplies etc.
 - b. Identify potential resource needs for all types of emergency situations.
 - c. Locate the required resources in the community or find their nearest location.

- d. Establish agreements of understanding with private sector organizations, neighboring jurisdictions, etc., who can supply needed resources.
 - e. Maintain resource lists.
 - f. Coordinate with individuals, departments, emergency services, etc., for the proper allocation of resources during the emergency. Any department/ organization involved in this function should provide adequate training to their respective personnel regarding resource and supply.
 - g. Identify staging area to store and/or distribute resources and supplies (See Appendix 3 to Annex J). Coordinate these locations with the PIC as necessary.
 - h. Maintain records of services rendered, resources utilized, unused resources, cost of resources, etc., for the emergency.
 - i. Establish procedures to coordinate and control donated goods and offers of volunteer assistance. Coordinate these activities with voluntary organizations (i.e., ministerial alliance, Red Cross. Etc.)
- 3. The aforementioned tasks can be delegated to deputy coordinators.
 - 4. Private and public organizations should support this function by providing resources when necessary and available.

V. DIRECTION AND CONTROL

- A. All Resource and Supply operations will be controlled from the EOC when activated to ensure official concurrence for action taken.
- B. Subordinates of the Resource and Supply may operate from their daily offices and should coordinate with the Resource and Supply Coordinator in the EOC.
- C. The Resource and Supply Coordinator should coordinate section operations using the National Incident Management System (NIMS).
- D. The status of section field operations during or after an emergency/disaster should be known by the Resource and Supply Coordinator and be available to the Emergency Management Director upon request.
- E. Resource and Supply resources not normally under the direction/control of the Resource and Supply Coordinator should remain under the direct control of their sponsors. The Resource and Supply Coordinator should direct task assignment and coordination of these resources.

VI. CONTINUITY OF GOVERNMENT

A. Line of succession - Resource and Supply

1. County Clerk
2. Chief Deputy Clerk
3. County Purchasing Agent
4. Political subdivisions within the county should follow their ordinances and policies regarding lines of succession for this function.

B. Vital Documents

1. Records of purchases will be duplicated whenever possible and kept on file for use in determining the final cost of the emergency/disaster.
2. Transfer of these documents will occur by decision of the Emergency Management Director.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. When normal purchasing procedures are bypassed, official approval must be given by the chief elected official of the affected jurisdiction.
2. All such purchases must be kept in accordance with state law and local ordinances.

B. Logistics

1. Personnel - County and/or City personnel will be the first pressed into service followed by mutual aid. Missouri National Guard troops must be requested by the chief elected official (i.e., Presiding Commissioner, Mayor) through State Emergency Management Agency (SEMA) from the Governor of Missouri if they are going to be activated and used in the disaster.

2. Communications will be the responsibility of the local law enforcement agencies.
3. Transportation of supplies will be accomplished by:
 - a. The requesting agency
 - b. County and/or City government resources (i.e., Public Works)
 - c. Private transport (hired or volunteer)

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. After initial compilation of the resource lists, it will be maintained by the Clay County Emergency Management Director. The Emergency Manager for each of the political subdivisions within the county should keep an up-to-date list of resources available within their jurisdiction.
- B. All updates and revisions of this annex will be completed by the Resource and Supply coordinator in consultation with the Clay County Emergency Management Director.

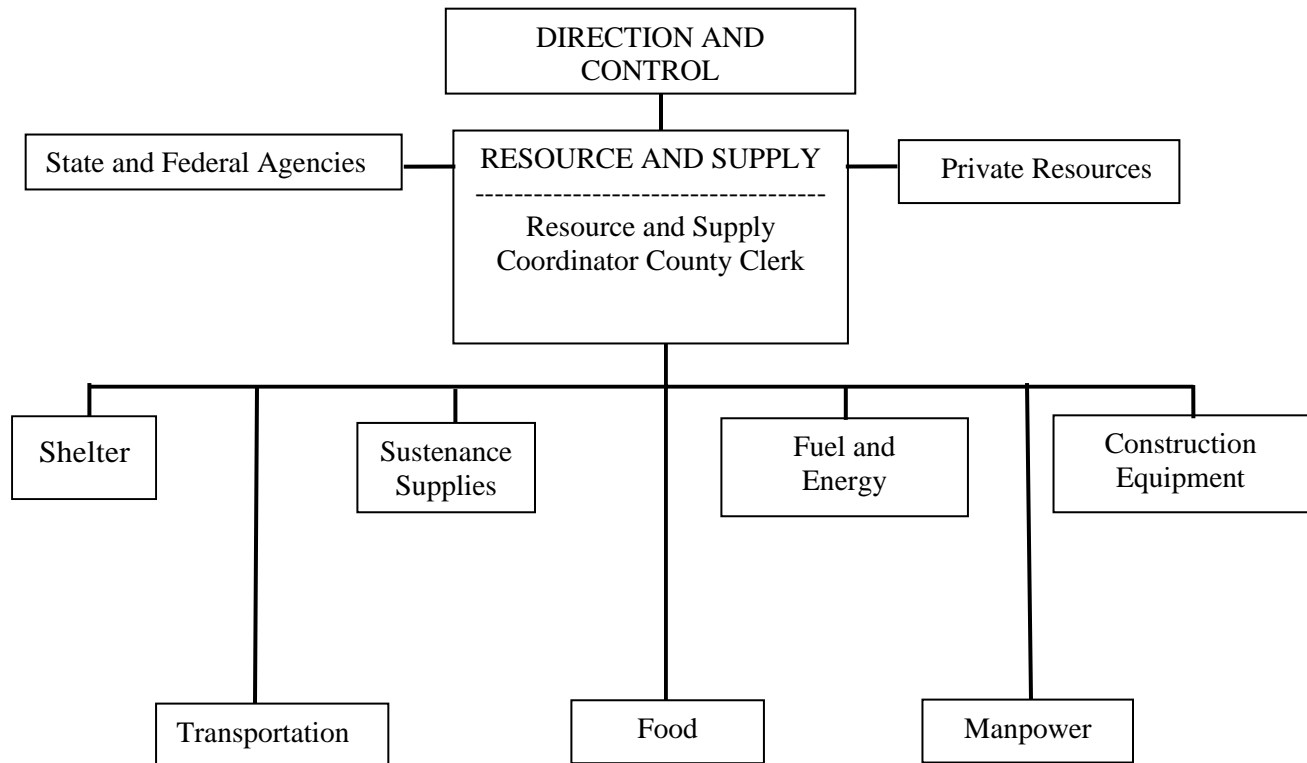
Appendices

1. Resource and Supply Organizational Chart

Suggested Appendices

1. Resource lists (in the community)
2. SOG-call-up lists
3. Resource Lists
4. Emergency Procurement Procedures

RESOURCE AND SUPPLY FUNCTIONAL DIAGRAM



Various departments within county government such as public works, law enforcement, etc., can support the Resource and Supply function with equipment, manpower, fuel, etc. Mutual Aid Agreements with surrounding jurisdictions can provide additional resources. Outside resources from the private sector, business, and industry, etc., can also provide support.

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ANNEX H (ESF #10)

HAZARDOUS MATERIALS RESPONSE

I. INTRODUCTION:

A. Emergency Response Notification Summary

When a hazardous substance spill occurs, notification of the Clay County Communication Center may come from several sources:

1. Citizens
2. Fixed Facilities
3. County or City agency such as highway or street department
4. County or City response agency such as law enforcement or fire.
 - a. The Dispatcher receiving this first report must give priority to start the fire department in the appropriate jurisdiction. The dispatcher must try to obtain as much information as possible from the first source or the first responder (See form in Appendix 5).
 - b. The dispatcher then alerts Law Enforcement, EMS, the Clay County Emergency Management Director, and the Liberty Hospital E.R., passing on above information to all responding units (Appendix 2).
 - c. When the Incident Command Post (ICP) is established at the site, the Incident Commander will determine the Response Level for this event and set the Response Functions described in this annex in motion.

B. Scope of Hazardous Material Response

1. Clay County and each of the political subdivisions within the county are continually at risk for a hazardous materials incident. Although the number of fixed sites using hazardous materials locally is small, the county is vulnerable to accidents involving these materials. Release of hazardous materials can come from fixed sites but is more likely to occur from transportation incidents on highways in the county.
2. The plans and procedures compiled here recognize that Clay County has limited resources to respond to a Hazardous Materials Incident. Initial response will be defensive, focusing on safety of the affected population and of first responders at the scene. Defensive actions will be executed until outside response teams with proper equipment arrive at the scene of the incident.

II. PURPOSE

- A. This Hazardous Materials Response Plan is written as Annex H to the Clay County All-Hazard Emergency Operations Plan under the guidance of Title III of the Superfund Amendments and Reorganizations Act (SARA Title III), and the Mid America Regional Council (MARC) Local Emergency Planning Committee (LEPC). Clay County is a member of the MARC LEP
- B. The purpose of this Annex is to establish policies, procedures, and resources for agencies in Clay County and each of the political subdivisions within the county responding to hazardous materials incidents, identify potential sources for hazardous materials incidents, and set preparedness objectives for emergency responders within Clay County and each of the political subdivisions within the county. It also defines the roles, responsibilities and relationships between government and private organizations in response to a hazardous materials incident.

III. SITUATION AND ASSUMPTIONS

A. Situation:

- 1. Clay County is located in the northeast quadrant of the greater Kansas City area in Missouri. The major highways crossing the county are Interstates 29, 35, and 435; U.S. Highways 69, 71 and 169; State Highways I, 9, JO, 33, 92, 152, 210, 269, 283, and 291. There are also numerous County Roads which often carry agricultural related hazardous materials.
- 2. There are four (4) railways and six (6) pipelines running through the county. The pipelines carry natural gas, crude oil, and other highly volatile liquids. There is also one navigable river in the county which may have barge traffic carrying hazardous materials in the summer months.
- 3. There are four airports located in Clay County. Charles B. Wheeler Downtown Airport in Kansas City, Midwest National Air Center in Mosby, Roosterville Airport in Liberty, and Excelsior Springs Memorial Airport.

4. There are several fixed facilities in Clay County that use or store hazardous substances or extremely hazardous substances (EHS). (Listed in the MARC LEPC Hazardous Materials Plan).
5. The plans and procedures compiled here recognize that Clay County and each of the political subdivisions located within the county has limited **resources to respond to a hazardous materials incident. Initial response** will be defensive, focusing on safety of the affected population and of the first responders at the scene. Defensive actions will be executed until outside response teams with proper equipment and advanced training arrive at the scene of the incident.
6. Regional, state, and federal hazardous materials response teams are available with varying response times. There are five (5) Regional Hazardous Materials Response Teams located on the Missouri side of the Kansas City Region. The team that serves Clay County would be the Kansas City, Missouri Fire Department, Department Hazardous Material Response Team. Other teams in the area are Independence Fire Department Hazardous Materials Response Team, Lee's Summit Fire Department Hazardous Materials Response Team and Tri-District Hazardous Materials Response Team comprised of the Central Jackson County, Fort Osage, and Sni Valley Fire Protection Districts.
7. Clay County is a member of the Mid-America Regional Council Local Emergency Planning Committee (MARC LEPC). The LEPC is a five county (Platte, Clay, Ray, Jackson, and Cass) entity tasked with developing integrated cross-jurisdictional response mechanisms for dealing with hazardous materials incidents. The LEPC receives and maintains lists of all fixed facilities storing hazardous materials through Tier II reporting. This list is available to the Emergency Management Director. This plan meets all requirements of Sara Title III. **The LEPC provides guidance for Planning purposes and is not a response organization.**

B. Assumptions

1. All hazardous materials personnel and equipment should be available to respond to an emergency/disaster.
2. The greatest threat of a serious hazardous materials incident in Clay County and each of the political subdivisions within the county is posed by transportation related accidents. Such incidents are more likely to affect segments of the general population in the comity.

3. There are a small number of fixed site facilities reporting Extremely Hazardous Substances. Planning for these facilities will be carried out using a three-tiered Hazard Analysis. Present levels of inventories reported via Tier II forms by fixed site facilities storing and/or processing hazardous materials pose a relatively small threat to the general population.
4. Protective actions for the general population may include in-place sheltering and/or evacuation. Many of the residents in the risk area will evacuate to private homes or shelters of their own choosing.
5. Private and non-governmental resources should be available to assist in hazardous materials activity. These resources should cooperate with the Hazardous Materials Coordinator as needed.
6. State mid Federal resources may be available to assist local hazardous materials needs. These resources may be limited.
7. Hazardous materials teams requested to respond mid assist in a hazardous materials incident should be adequately trained and educated to fulfill this role.
8. All law enforcement and emergency medical response agencies in Clay County and each of the political subdivisions within the county should train personnel to the Hazardous Materials Awareness Level at a minimum in accordance with the Superfund Amendments and Reauthorization Act SARA, Title III, and the MARC LEPC Hazmat Response Plan.
9. Federal and Missouri State statutes regarding Emergency Planning and Community Right to Know authorize site inspections and planning cooperation from covered facilities. (292.600 RSMO)
10. Federal and Missouri State statutes regarding financial responsibility for hazardous substance releases authorize political subdivision recovery of response costs from the spiller. (260.546 RSMO).

IV. CONCEPT OF OPERATIONS

A. General

1. The protection of the health and welfare of the residents of Clay County and each of the political subdivisions within the county must be managed at the local level. Assistance from the State will be provided when requested, or in cases where a hazardous material emergency exceeds the capability of local response resources, the State Mutual Aid plan will be implemented.

B. Levels of Response

1. LEVEL I CONTROLLED EMERGENCY CONDITION

This incident can be controlled by the primary first response agencies. No evacuation other than from the immediate scene. This level of incident does not pose a chemical exposure hazard to first responders in the fire service using appropriate personal protective equipment. Examples of Level 1 incidents are: minor releases of fuel from vehicular accidents, small releases of corrosives, and illegally discarded chemical containers that are not in danger of releasing substances. EOC not activated.

2. LEVEL II LIMITED EMERGENCY CONDITION

This incident involves a greater hazard or larger area that poses a potential threat to life or property, and which may require a limited evacuation of the surrounding area. These incidents may require outside assistance if it is necessary to stop the release. There may be limited participation or mutual aid from agencies that routinely respond to emergency incidents in the area. Specialists or technical hazardous materials teams may be called to the scene. There may be a combined emergency operation such as firefighting and evacuation, or emergency medical care. Examples of this level may be releases of significant quantities of volatile organics at fixed facilities or cargo tank releases in transportation. EOC partially staffed.

3. LEVEL III FULL EMERGENCY CONDITION

This incident involves severe threat to life, health, and property. Mitigation may require a large-scale evacuation and the expertise or resources of private industry and state and federal governments. There will most likely be extensive resource management and allocation. This will involve multiple emergency operations. EOC fully staffed.

V. ORGANIZATIONS, RESPONSIBILITIES, AND ASSIGNMENT OF TASKS

See Appendix 1 Part II of the MARC LEPC Hazardous Materials Plan.

A. Organization and Responsibilities

- 1. Local Government:** The Hazardous Material Coordinator has overall responsibility for hazardous materials preparedness in Clay County and each of the political subdivisions within the county.
- 2. Local Emergency Planning Committee:** The Local Emergency Planning Committee (LEPC) was formed in accordance with the Missouri Emergency Planning and Community Right-to-Know Act of 1987. The LEPC is responsible for developing and maintaining the County Hazardous Materials Annex. Clay County is a member of the Mid- America Local Emergency Planning Committee.
- 3. Emergency Services:** The appropriate emergency services respond to a HAZMAT incident as directed by the County Hazardous Materials Annex. Each agency has the responsibility to develop and maintain Standard Operating Guidelines for their task assignments from this Annex and the Clay County All-Hazard Emergency Operating Plan.
- 4.** Public and private organizations should support this function when necessary and available.
- 5.** The Clay County Emergency Management Director and the Clay County Hazardous Materials Coordinator or their designees shall annually review and update this Annex and its appendices.
- 6.** Any department or organization involved in this function should provide adequate training to their respective personnel regarding hazardous materials.
- 7.** The Hazardous Materials Coordinator's responsibilities also include the following: Ensures that there are training opportunities and exercises on hazardous materials in coordination with local government officials, schools, and available private participants. All exercises shall follow Homeland Security Exercise and Evaluation Program (HSEEP) Guidelines. The Hazardous Materials Coordinator shall also identify facilities subjected to additional risk due to proximity to facilities with hazardous materials.

B. Task Assignments for Response and Government Agencies.

1. Clay County Government

- a. The Clay County Emergency Management Director will appoint a Hazardous Materials Coordinator to handle all HAZMAT issues and incidents and work with the facility emergency coordinators.
- b. The elected officials of Clay County and each of the political subdivisions within the county affected by a hazardous materials incident may issue an emergency declaration. They may also direct the appropriate legal counsel to serve in an advisory capacity in the EOC.
- c. Sets policy to provide support by non-emergency county departments in the event of a hazardous materials incident.

2. Local Emergency Planning Committee (LEPC)

Note: Clay County is a member of Mid-America Regional Council Local Emergency Planning Committee. Below are some of the duties of the LEPC.

- a. The LEPC holds scheduled meetings to establish short and long-range plans regarding Clay County's Hazardous Emergency Preparedness Program.
- b. Compiles the annual Hazardous Materials Inventory for Clay County based on Tier II reporting.
- c. Outlines methods and schedules training and exercises on hazardous materials in coordination with local government officials, schools, and available private participants.
- d. Serves as the point of contact for Community Right-to-Know activities.
- e. Keep the public notified of all LEPC activities and distribution requirements of the emergency response plan.
- f. Designate an information officer to receive and process information requests on emergency response plans.

All agencies or positions listed below shall follow the Incident Command System (ICS) and the National Incident Management System (NIMS).

3. County Elected Officials
 - a. Appoint a representative to manage hazardous materials systems, and to report all chemical incidents to the LEPC and other agencies as required by state and federal laws. This function has been delegated to the Clay County Emergency Management Director
 - b. Set policy and adopt budgets to allow administrators with the technical skills and authority to be responsible for Incident Management in the event of a hazardous materials incident.
 - c. Advise responsible County officials to ensure that the best measures will be taken to protect the general public, property, and the environment.
 - d. Maintain an accurate and responsive data bank for all vital information arising from a chemical release incident in/or affecting their jurisdictions.
4. County Attorney or local political subdivision attorney:
 - a. Act as legal advisor on items related to public health and safety.
 - b. Assist in resolution of legal problems that may arise due to Title III implementation or specific chemical release incidents.
 - c. The County or City Attorney may initiate legal action against responsible parties for the release of chemical hazards that violate state and/or federal regulations.
5. Incident Command: Fire Chief (or the highest-ranking department officer on the scene).
 - a. Takes charge as Incident Commander on-site and implements the Incident Management System. Directs response operations including:
 - Establish site security areas and hazard exclusion zones within the hazardous sector per hazmat incident protocols.
 - Determine the nature of the hazardous material.
 - Based on estimates of likely harm, activates the response chain.

- b. Coordinates with all private and public agencies on-site at the Incident Command Post. Provides information as necessary for law enforcement and medical authorities on the hazards and risks posed by the materials spilled.
- c. Develops and maintains the Fire Service HAZMAT Response Standard Operating Guidelines (SOG). This effort should also include mutual aid resources.
- d. Notify the Clay County EOC and Emergency Management Director of any political subdivision within the county impacted if an evacuation is ordered, as it may be necessary to open a shelter for evacuees depending upon the anticipated duration of the event. Evacuation routes can be found in Appendix 7 to Annex J

6. Fire and Rescue

- a. Provides fire and rescue services consistent with their hazardous materials training (minimum Awareness Level) and available protective gear.
- b. Contains the release from a safe distance to keep it from spreading and prevent exposures. A containment effort is driven by the level of training. **Do not exceed training level.**
- c. Provides site support for federal, state or privately dispatched HAZMAT teams that have been requested by the incident commander (consistent with available protective gear) in the WARM and COLD ZONES
- d. The Fire Chief for each fire district receives and maintains Tier II Facility listing in their jurisdiction.

7. Law Enforcement

- a. Provides field operations support to the Incident Command Post consistent with their hazardous materials training (minimum Awareness Level).
- b. Provides traffic control for the area affected by the incident.
- c. Implements the order for evacuation.
- d. Maintains security for vital facilities.
- e. Supports the FBI if incident is ruled a terrorism incident.

8. Emergency Medical Services

- a. Provides medical support to the Incident Command Post consistent with their hazardous materials training (minimum Awareness Level).
- b. Triage treats and transports victims to medical facilities.
- c. Provides medical surveillance of response personnel in the exclusion perimeters.
- d. A representative of EMS should be assigned to the EOC if activated.

9. All Emergency Services

- a. Each emergency responding agency shall report to the Incident Commander upon arrival on-scene for coordination of all activities. The Incident Commander has the authority to direct the overall operations, select mitigation concepts and methods, and resolve conflicts.
- b. It is the responsibility of the Incident Commander to recommend evacuation actions after close coordination with all agencies involved and discussion with the appropriate officials to assure proper warning, transportation, shelter, and care for the evacuees.
- c. The cleanup, removal and disposal of contamination is the responsibility of the manufacturer or carrier who released the materials. Assistance in removal and disposal oversight, technical considerations and funding may be obtained through the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency.
- d. A post-incident analysis and critique shall be the responsibility of the Incident Commander with input solicited from all involved agencies. Copies of all post-incident reports shall be submitted to the LEPC within 30 days of incident stabilization for review, conducting debriefs, plan modifications and future use in training and exercise programs.
- e. Provide staff support to the LEPC if requested and necessary.

10. Clay County Health Department:

- f. May provide nurses and other staff at emergency shelters. They may also provide health services to the Incident Command Post consistent with their hazardous materials training. (Minimum Awareness Level).

11. State and Federal Support

Planning, training, and on-site assistance are available through state and federal agencies. Those are:

- Missouri Emergency Response Commission (MERC)
- Missouri Division of Fire Safety
- State Emergency Management Agency (SEMA)

- Missouri Department of Natural Resources (MDNR)
- Federal Emergency Management Agency (FEMA)
- U.S. Environmental Protection Agency (EPA)
- National Response Center (NRC)

12. Private Sector Responsibilities

a. Fixed Facilities

- 1) Designate Facility Emergency Coordinator responsible for assisting in the preparation of this plan and for the preparation of compatible on-site contingency plans. These plans will include specific responsibilities notification and emergency response procedures and available resources for their facilities.
- 2) Notify the Clay County Communication Center of a HAZMAT incident. Provide the dispatcher with all the appropriate information to complete the Chemical Emergency Notification Report (Appendix 5). Also, provide safe route of entry into the site for emergency response personnel.
- 3) Provide technical support to the Incident Commander at the Command Post during an incident.
- 4) Provide personnel, technical expertise, and equipment support, and participate in chemical hazard exercises and other training activities.
- 5) Provide technical support as required in the development of off- site risk assessments and contingency planning.
- 6) Notify appropriate officials/agencies of a chemical release incident as directed by Federal and State law.

b. Pipeline operators

- 1) Responsible for a plan that outlines the general actions and establishes policies to be followed in the event of a chemical release incident.
- 2) Provide technical guidance, personnel, and hardware to support the training and exercise program directed by the LEPC.

c. Highway carriers, Railway and Waterway:

1. Notify the Clay County Communications Center of a HAZMAT incident. Provide the dispatcher with all appropriate information to complete the Chemical Emergency Notification Report (Appendix 5). Also, provide safe routes of entry into designated staging areas for emergency response personnel.
2. Develop a chemical incident response plan.
3. Maintain a response capability in the event of a hazardous material incident involving their stock.
4. Provide technical assistance, personnel, and resources to the Incident Commander to mitigate incidents involving their stock or property.
5. Provide proper identification of all hazardous materials carried.
6. Provide technical expertise, personnel, and hardware to support the training and exercise program of the LEPC.
7. Provide a list of major hazardous materials commodities shipped and periodically update the list.

VI. RELATIONSHIP TO OTHER PLANS

- A. The Clay County Emergency Operations Plan is the underlying document for the protection of health, safety, and property of the public in Clay County and each of the political subdivisions within the county from all natural and manmade disasters.
- B. The Hazardous Materials annex, Annex H, to the Emergency Operations Plan provides procedures to protect the public, from transportation, storage, fixed site, and transfer point hazardous materials incidents.
- C. Each fixed facility having extremely hazardous substances is required to develop an on-site contingency plan that specifies notification, response activities and coordination procedures with outside agencies.
- D. Clay County's governments and emergency response agencies have entered into mutual aid agreements within the county and adjacent counties that increase response capability.
- E. The State of Missouri has developed the Hazardous Substance Emergency Response Plan which outlines the responsibilities of the appropriate state agencies in responding to hazardous substances emergencies that exceed county capability under paragraph 4.
- F. The National Contingency Plan provides for a coordinated federal response to a large-scale hazardous materials incident. This plan is activated by request from the Incident Commander in case of a fixed facility incident, or through the shipper in case of transportation related emergency.

VII. RESPONSE FUNCTIONS

- A. When a hazardous substance spill occurs, notification of the Clay County Communication Center may come from a variety of sources.

The dispatcher receiving this first report must try to obtain as much information as possible from the first source or the first responder. Use Appendix 5 of this Annex as a guide.

The dispatcher then alerts all responding units (Appendix 2).

- B. Depending on the classification of the incident, many emergency functions may be necessary for the appropriate response. Notifications will be made in accordance with procedures found in functional annexes of the Clay County Emergency Operating Plan. If a determination is made that the release exceeds the reportable quantity, the spiller must notify the Missouri Department of Natural Resources and the Local Emergency Planning Committee.

C. PUBLIC WARNINGS will be issued in accordance with the procedure set forth in Annex B of the Clay County Emergency Operating Plan (EOP).

1. EVACUATION. Evacuation can be completely effective if accomplished prior to the arrival of the toxic cloud. (See Annex J of the Clay County EOP.)
2. IN-PLACE SHELTERING. In some cases, advising people to stay indoors and attempting to reduce air flow into a structure may be the most effective protective action. (See Annex K of the Clay County EOP.)
3. INGESTION ADVISORY. Drinking water and food crops may be contaminated by a chemical release. The public must be warned of a threat to food and water supplies.
4. SEWAGE and RUNOFF. A hazardous chemical release may contaminate sewage systems or area streams and lakes. Such contamination could create a public health threat and serious environmental problems.

VIII. DIRECTION AND CONTROL

A. Incident Management System

1. Responders to a hazardous materials emergency Level II or III in Clay County and each of the political subdivisions within the county will operate using the National Incident Management System (NIMS). To affect the fastest response, Clay County has been subdivided into response zones by fire departments that will assist in the event of an incident.
2. In the event of a hazardous materials incident, the Fire Chief of the affected jurisdiction will be the Incident Commander. In his absence, the highest-ranking department officer present will assume command. Incident Commanders must be qualified at NIMS level.
3. First responders from the above agencies must be qualified at hazardous materials operations level at a minimum. The maximum level personal protection available to these responders is structural *firefighting* protective clothing in combination with positive-pressure self-contained breathing apparatus (SCBA). This protection is limited to a range of chemicals listed in the latest edition of the North American Emergency Response Guidebook (NAERG). Consequently, operations level response from Clay County agencies will be defensive and not compromise the safety of the responders. (See Fire and Rescue).

4. When an incident is classified a Level II or III HAZMAT Emergency (beyond local response control), the Incident Commander must immediately request appropriate assistance at state and federal levels through the EOC. (See Fire and Rescue)
5. In preparation for logistical support of outside assistance, the Incident Commander should immediately request activation of the Emergency Operating Center (EOC).

B. Direction and Control Procedures

1. The Direction and Control function is the combined capability of the Incident Command Post (ICP) and the Emergency Operating Center (EOC) in a larger-scale chemical emergency, Level II or III. The command structure linking the ICP and the EOC is the National Incident Management System (NIMS).
2. The Hazardous Materials Coordinator should coordinate operations from the EOC when activated.
3. The primary EOC is located in the Clay County Public Safety Building, 12 South Water Street. The Secondary EOC is located at the Fire Station at 1120 Tracy in Excelsior Springs. Typically, the Incident Command Post (ICP) will be located close to the scene if safe and at the discretion of the Incident Commander.
4. For overall Direction and Control Procedures, see Annex A of the Clay County Emergency Operations Plan.

C. Communications Among Responders

1. During emergency operations, all departments will use their existing equipment and procedures to communicate with their field operations (Annex B, Clay County EOP).

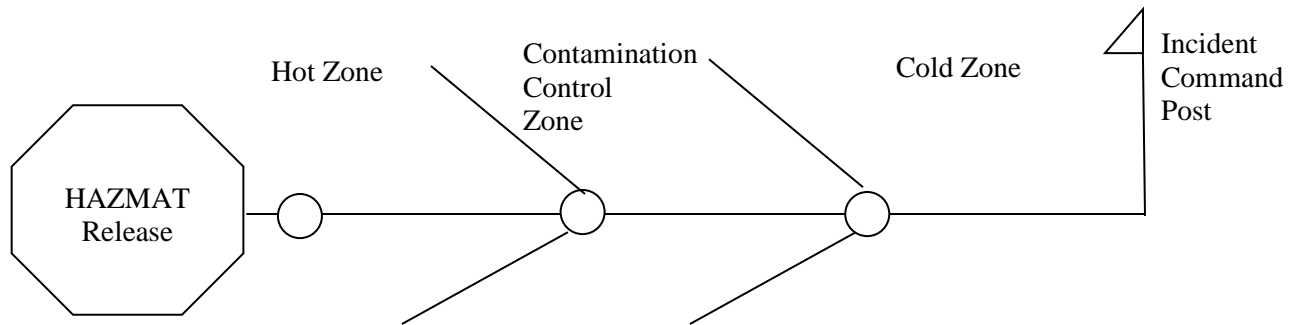
D. Response Personnel Safety

1. To reduce the risks to first responders in the event of a hazardous materials incident, health and safety procedures have been developed that include:
 - a. Medical Surveillance in the Cold Zone
 - b. Establishment of Hot Zones

c. Personal Protective Equipment

2. **MEDICAL SURVEILLANCE:** An EMT (or paramedic) from the Emergency Medical Service or the Rescue Squad should be charged with the responsibility for surveillance of the first response team for any indicators of the effects of toxic exposure.

3. **EXCLUSION ZONES:** Exclusion zones are the safety perimeters established around a hazardous material release. These are shown schematically in the following figure and are defined as follows:



- a. **HOT ZONE:** The area of maximum hazard. All personnel entering the hot zone must wear prescribed levels of protective equipment. A single entry and exit checkpoint must be established at the perimeter of the hot zone to regulate and account for the flow of personnel and equipment into and out of the hot zone.
- b. **CONTAMINATION CONTROL ZONE:** Surrounds the hot zone and is also a restricted area. The level of personnel protection required is less stringent than that of the hot zone. The decontamination unit (if needed) is located here, as is the Safety Office and immediate support and security personnel.
- c. **COLD ZONE:** The unrestricted area beyond the outer perimeter of the contamination control zone. The command post, the HAZMAT response team and support agencies are located here.

- 1) Exclusion zones must be set up for any HAZMAT incident. For a Level I incident this can be accomplished, at minimum, with a HOT ZONE and an informal command post. The guidebook lists many chemicals where SCBA and structural protective clothing provide some protection to permit control of a small release. Release of chemicals, where the NAERG shows that the above protective equipment is not effective, must be treated as a Level II incident.
- 1) Level II and Level III incidents require establishment of the three- tiered exclusion zones (HOT, CONTAMINATION CONTROL and COLD). The size of each perimeter must be determined by the nature of the material involved, atmospheric conditions and magnitude of the incident.

E. Personal Protective Equipment

1. Protective equipment available to Clay County first responders are structural fire fighter's protective clothing together with positive-pressure self-contained breathing apparatus (SCBA). This combination provides only limited protection for a number of chemicals shown in the NAERG.
2. Members of outside HAZMAT teams dispatched to enter exclusion zones of an incident occurring in Clay County will have Level A and Level B protective equipment at their disposal because maximum respiratory protection is required when entering environments containing unknown substances or known substances in unknown concentrations.
 - a. Level A protection will be worn when the highest level of respiratory, skin, eye and mucous membrane protection is needed.
 - b. Level B protection will be selected when the highest level of respiratory protection is needed but with a lower level of skin and eye protection. Level B protection is the minimum level recommended on initial site entries until the hazards have been further identified.

F. Fire and Rescue

1. When the Clay County Communications Center has notified the fire department in the appropriate jurisdiction of an incident involving a release of a hazardous material the officer in charge of the first unit at the scene shall implement the Command Structure of the Incident Management System.
2. During the initial phase of the incident, the Incident Commander (IC) shall:

- a. Determine the level of the incident and initiate response activities commensurate with the severity of the incident. Resolution of a Level II or III incident in Clay County will always require outside assistance by federal, state, or private agencies. The rules for notifications are summarized as follows:

- 1) **TRANSPORTATION INCIDENTS:** It is the shipper's responsibility to initiate emergency response once notified. The Incident Commander must call the emergency response telephone number given on the shipping papers. If not available or accessible, call CHEMTREC with as much information as can be obtained (placard number, labels on containers, how to contact the ICP or EOC, etc.). CHEMTREC will track down and notify the shipper or the manufacturer of the emergency in progress. At this point responsibility for further action passes to the shipper or manufacturer, who will initiate on-scene assistance, up to notifying the NATIONAL RESPONSE CENTER. In the interim the shipper or CHEMTREC can provide guidance to the IC for mitigation at the scene within local response capabilities.
- 2) **FIXED SITE FACILITY INCIDENTS:** Chemical incidents occurring within a fixed site facility are the responsibility of the facility emergency organization. If control is relinquished by the facility coordinator, or if the incident poses a threat outside the facility, the Fire Department is in charge and proceeds using NIMS. The Incident Commander directs facility personnel to remove any chemicals that may increase or catalyze the fire, cause explosions, create toxic gas releases or cause environmental damage. For outside assistance, the Incident Commander notifies the NATIONAL RESPONSE CENTER directly (CHEMTREC is only for transportation related incidents). The NRC will initiate response through the Federal On-Scene Coordinator (OSC) assigned to Missouri. The OSC determines the federal cause of action together with agency support from the state.
- 3) **FEDERAL ON-SCENE COORDINATOR:** The OSC acts as a consultant to the Incident Commander. The OSC, however, is in control of and directs all federal and state agencies on the scene that are committed as part of the National Contingency Plan. The OSC, if needed, can make available immediate dismissal of Superfund Monies.

- b. The following table reviews incident levels and the appropriate response activities:

RESPONSE LEVEL I - POTENTIAL EMERGENCY CONDITION:

A potential emergency condition is an incident or threat of a release which can be controlled by first responders and does not require evacuation other than the structure or immediate outdoor area. The incident is confined to a small area and does not pose an immediate threat to life and property.

RESPONSE:

- Active - Fire Department, Law Enforcement
- Standby- EMS, Partial EOC, Clay County Emergency Management Director
- Notify – If required, MDNR (by spiller) If required shipper or CHEMTREC (transportation), NRC (fixed site)

RESPONSE LEVEL II - LIMITED EMERGENCY SITUATION:

A limited emergency situation is an incident involving a greater hazard or larger area which poses a potential threat to life or property, and which may require a limited evacuation of the surrounding area.

RESPONSE:

- Active - Fire Department, Law Enforcement, EMS, EOC, Clay County Emergency Management Director
- Standby- Mutual Aid, Public Works, Clay County Health Department, Social Services
- Notify- MDNR (by spiller) Shipper or CHEMTREC (transportation), NRC (fixed site)

RESPONSE LEVEL III - FULL EMERGENCY CONDITION:

A full emergency condition is an incident involving a severe hazard or a large area which poses an extreme threat to life and property and will probably require a large-scale evacuation; or an incident requiring the combined expertise or resources of county, federal and private agencies.

RESPONSE:

- Active - All Level I, II and Mutual Aid Agencies, Missouri Department of Health, U.S. EPA, MDNR may not become actively involved in response but should be used as technical consultants, SEMA for large-scale support, i.e., mass evacuations, use of National Guard. The EOC should be fully activated.

- c. Establish Exclusion Zones (see RESPONSE PERSONNEL SAFETY).

Because personal protective equipment, available to Clay County first responders, is limited, operations in the HOT ZONE and CONTAMINATION CONTROL ZONE are restricted. Responders that have been imported via the response chain are either HAZMAT teams that have trained as a unit or contract specialists working together with individual HAZMAT technician.

A typical HAZMAT team is comprised of:

Entry Team	2 members	HOT ZONE
Safety Backup Team	2 members	DECON
Safety Officer	1 member	DECON
HAZMAT Officer	1 member	DECON
Decontamination Team	2 members	DECON
Equipment Removal Team	2 members	DECON

G. Law Enforcement

1. Law enforcement (Hazardous Materials Awareness Level training is highly recommended) is handled by the Clay County Sheriff's Office or local police department within the boundaries of their jurisdiction. Mutual aid agreements are in force between all law enforcement agencies in the county, and with outside agencies.
2. ON-SCENE CONTROL. Establishes scene perimeters, access control points, and traffic control points. Provide additional resources for traffic and crowd control.
3. EVACUATION. The order to evacuate must come from the Presiding County Commissioner, the Clay County Emergency Management Director, or their designee. If a political subdivision within the county is the only entity affected, then the order to evacuate will be consistent with city or village ordinances and policies. When there are time constraints, limited evacuation can be ordered by the Incident Commander. The Law Enforcement agency designated by the IC or the EOC is in charge and will direct the evacuation effort.
 - a. Isolate affected area and permit only to appropriate response personnel to enter.
 - b. Notify residents in the affected areas.
 - c. Assist residents in relocation and provide direction out of the area and to shelters.
 - d. Provide security for evacuated areas and reroute traffic around the affected area.
 - e. Coordinate all search efforts for missing persons.
 - f. Assist in return of residents, upon "all clear" order.

H. Emergency Medical Services (minimum hazardous materials awareness level training is recommended)

- a. Assigns priorities of medical treatment on the basis of urgency and for transporting casualties from the incident site to appropriate medical facilities. Only members of the HAZMAT Team under the direction of the Safety Officer can remove victims from the HOT ZONE and supervise appropriate decontamination process.
- b. Provide a liaison between medical personnel and the EOC. Notify area hospitals of what chemicals are involved and what decontamination and exposure situations will be necessary for proper handling and care of victims. The EMS Liaison should be located in the EOC when activated.

- c. Advises the EOC and the IC on signs and symptoms of chemicals involved. Monitor decontamination from the COLD ZONE to ensure victims are properly decontaminated, before accepting victims in a shelter or medical facility.

I. On-going Incident Assessments

1. During the active period of a continuing major release, resources dispatched by Missouri Department of Natural Resources (MDNR) are responsible to monitor on-site quantity, concentration, and movement of spilled material. Based on their recommendations, the Emergency Management Director must initiate immediate actions in terms of response personnel safety and citizens' protection.
2. Decisions dealing with citizens' protection on a large scale, particularly those dealing with residual effects such as short or long-term contamination of food and water supplies as well as structure and soil, must rely on input from specialized resources dispatched by state and federal agencies.

J. Warning and Emergency Public Notification

Procedures to warn the public of any highly probable and immediate danger are found in Annex C of the Clay County Emergency Operations Plan.

K. Public Information

Procedures to provide the public with accurate and timely information of the progress of a HAZMAT incident are found in Annex C of the Clay County Emergency Operations Plan.

Personal Protection of Citizens:

1. In-Place Sheltering

- a. When the progression of a HAZMAT incident indicates that segments of the population need to be isolated from a spreading chemical plume, in-place sheltering is the first consideration for protective action (See Annex K).
- b. In-Place Sheltering is viable when:

- 1) The nature and concentration of the chemical in the plume is not life-threatening (It may, however, be quite noxious.)
 - 2) The size of the release and given atmospheric conditions indicates rapid dispersal of the chemical.
 - 3) When a toxic plume approaches so rapidly that timely evacuation cannot be carried out.
- c. In-Place sheltering gets people out of the open into buildings with doors and windows closed. In older buildings that have relatively high air leakage rates, it is advisable to shut down air circulation systems (heating systems, air conditioning systems, particularly window-mounted units). In modern energy efficient buildings, air circulation systems tend to build up positive pressure inside which counteracts air leakage inside, but only if the fresh air supply is shut off.
2. Evacuation Procedures
- a. The Hazardous Material Incident of sufficient magnitude to trigger an evacuation will most probably come from a transportation related accident. For that reason, Clay County is not subdivided into pre-assigned Risk Zones. The area at risk must be determined from the site of the accident, taking into account the toxicity and magnitude of the release and atmospheric conditions. Inputs from the NAERG are invaluable.
 - b. Evacuation procedures are found in Annex J, which also contains procedures to guide returning evacuees once the evacuated area is declared safe.
3. Other Public Protection Strategies
- a. **RELOCATION:** Some hazardous materials incidents may contaminate the soil or water of an area and pose a chronic threat to people living there. It may be necessary for people to move out of the area for a substantial period of time until the area is decontaminated or until natural weathering or decay reduces the hazard.
 - b. **WATER SUPPLY PROTECTION:** Surface and ground water supplies can be contaminated by a hazardous chemical release. Local public works officials must provide quick identification of a threat to the drinking water supply and notification to the public. Officials should also notify the public of alternate sources for safe drinking water.

- c. **SEWAGE SYSTEM PROTECTION:** A hazardous chemical entering the sewage system can cause serious and long-term damage to a treatment plant. It may be necessary to divert sewage, creating another public health threat and environmental problems.

L. Human Services

- 1. The various aspects of human services are coordinated by the State Emergency Management Agency (SEMA) or the Federal Emergency Management Agency (FEMA). Services on a small scale can be provided by local volunteer organizations. Larger scale requirements must be met by disaster assistance agencies through their state or regional organization (American Red Cross, Salvation Army, and Missouri Division of Family Services).

- 2. Annex L covers the procedures for Human Services in general terms.

M. Health and Medical Services (Hazardous Materials Awareness Level Training Recommended)

- 1. The Clay County Health Department will respond to an incident at the request of the Presiding County Commissioner, The Clay County Emergency Management Director or, if activated, the EOC staff.
 - a. To assist in assessment of an evolving hazard and to initiate contact with the appropriate state and federal agencies dealing with containment of hazardous materials.
 - b. To test or provide for testing of water, air, soil, or food as applicable.
 - c. To advise public works and other agencies to implement procedures for containment and or disposal of hazardous materials as directed by the Missouri Department of Natural Resources.
 - d. To advise on appropriate cleanup.
 - e. A representative of the Clay County Health Department should be located in the EOC when activated.

N. Public Works (Hazardous Materials Awareness Level Training Recommended)

1. In the event of a hazardous materials incident, the County Road Department or the appropriate municipal public works department will assist the Incident Commander or the EOC staff as needed. The Public Works services can extend to all or some of the following activities:
 - a. Debris removal.
 - b. Construction of earthen dikes to contain spills or reroute them around critical areas such as water supplies and sewer inlets.
 - c. Road and bridge repairs.
 - d. Barricade installation.
 - e. Evacuation assistance.
 - f. Ensure evacuation routes are open and accessible.
2. Annex I cover procedures for the deployment of Public Works.
3. A representative of the appropriate public works department should be located in the EOC when activated.

O. Resource Management

1. Mitigation of problems caused by a HAZMAT incident may require resources found in the public and private sectors.

Annex G covers procedures for Resource Management

IX. CONTINUITY OF GOVERNMENT:

- A. The lines of succession for Clay County Hazardous Materials Coordinator shall be as follows:
1. Hazardous Materials Coordinator
 2. Clay County Emergency Management Director or their designee
 3. Clay County Law Enforcement Coordinator

Affected political subdivisions shall follow their ordinances and policies regarding the lines of succession within their jurisdiction.

X. CONTAINMENT AND RESTORATION

A. Responsibilities

1. The responsibility for selecting and implementing the appropriate counter measures is assigned to the Hazardous Materials Coordinator, the on-scene Incident Commander, and the Emergency Management Director in accordance with the EOC and appropriate technical resources.
2. The spiller is responsible by law for the costs of all cleanup and counter measures. The Emergency Management Director and Hazmat Coordinator, together with state and federal resources, are responsible for determining these measures and monitoring the cleanup and disposal of contaminated materials. Federal and state resources have companies on contract to respond to HAZMAT incidents if the responsible parties are unknown, or are, willing or able to respond correctly.
3. The Emergency Management Director and Hazardous Materials Coordinator are responsible for monitoring the response activity to ensure that appropriate containment and control techniques are being initiated. Containment methods may include:
 - Dikes
 - Berms and drains
 - Trenches
 - Booms
 - Barriers in soil
 - Stream diversion
 - Patching and plugging containers and vessels
 - Portable catch basins
 - Over-packed drums or other forms of containerization
 - Reorientation of the container
4. The Incident Commander, in conjunction with the Hazardous Materials Coordinator and the Clay County Emergency Management Director, will secure private contractors for displacement techniques. These may include:
 - Hydraulic and mechanical dredging
 - Excavating
 - Skimming
 - Pumping
 - Dispersion/dilution
 - Vacuuming

5. Treatment of spilled hazardous substances can be physical, chemical, or biological in nature. Treatment operations are the responsibility of the operator. Monitoring responsibility is assigned to Missouri Department of Natural Resources.

B. Restoration

1. The spiller, in conjunction with state and federal authorities, is in charge of restoration efforts.
2. Treatment of contaminated soils and sediments is the responsibility of the spiller.
3. When feasible, contaminated soils and sediments will be treated on the site. Technologies available include:
 - Incineration
 - Wet air oxidation
 - Solidification
 - Encapsulation
 - Solution mining (soil washing or soil flushing)
 - Neutralization/detoxification
 - Micro degradation
4. Off-site transportation or storage, treatment, destruction, or secure disposition off-site must be provided by the spiller in cases where State or Federal EPA determines such actions are necessary.

XI. DOCUMENTATION AND INVESTIGATIVE FOLLOW-UP

A. Level I HAZMAT Incident

1. In case of a Level I HAZMAT incident the Incident Commander must submit to the Clay County Emergency Management Director a brief description of the incident and response rendered. Where the spill exceeds reporting requirements the Incident Commander must ascertain that the spiller has notified the appropriate state and federal agencies.
2. The Clay County Emergency Management Director will complete a list of all HAZMAT incidents in Clay County.

B. Level II and III HAZMAT Incidents

1. The Incident Commander is responsible for preparation of a report that summarizes the entire incident including cause of incident, damage assessment, actual cost of response activities, incident critique and conclusion.
2. To assist the Incident Commander, the Clay County Communication Center is responsible for documenting the communications between the Incident Command Post and all response agencies summoned. This documentation must contain location, material and quantity released, responsible owner or operator, source of spill, health or physical hazards generated, and response activities.
3. After the response is complete a report must be submitted to the Clay County Emergency Management Director.
4. For incidents in a fixed facility, the owner or operator is required to submit a follow-up report similar to the above to the Clay County Emergency Management Director and the appropriate state and federal agencies.
5. The Northland Regional Hazardous Material Team along with the Hazardous Materials Coordinator is responsible for preparing an investigative report in order to facilitate cost recovery. The completed report should be sent to the Clay County Emergency Management Director at the end of the incident.

XII. TRAINING AND EXERCISING

- A. Training will be based on the duties and functions to be performed by each responder of an emergency response organization. The skill and knowledge levels required for all new responders, or those hired after the effective date of this standard, shall be conveyed to them through training before they are permitted to take part in an actual emergency operation on an incident. Responders who participate in a chemical emergency shall be given training in accordance with the following paragraphs:

1. FIRST RESPONDER -AWARENESS LEVEL

First responders at the awareness level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further actions beyond notifying the authorities (Dispatcher) of the release. First responders at the awareness level shall have sufficient training or had sufficient experiences to objectively demonstrate competency in the following areas:

- a. An understanding of what hazardous chemicals are and the risks associated with them in an incident.
- b. An understanding of the potential outcomes of an emergency where hazardous materials are present.
- c. The ability to identify the hazardous materials, if possible.
- d. An understanding of the role of awareness level first responders in the agency's emergency response plan and NAERG.
- e. The ability to recognize the need for additional resources.

2. FIRST RESPONDER- OPERATIONS

First responders at the operations level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. Their function is to contain the release from a safe distance, keep it from spreading, and prevent exposures. First responders at the operational level shall have received at least eight hours of training or have had sufficient experience to objectively demonstrate competency in the following areas, in addition to those listed for the awareness level and their department shall certify that the responder has:

- a. Knowledge of the basic hazard and risk assessment techniques.
- b. Knowledge of how to select and use proper protective equipment provided to the first responder at the operational level.
- c. An understanding of basic hazardous materials terms.
- d. Know how to perform basic control, containment and/or confinement operations within the capabilities of the resources and personal protective equipment available with their unit.
- e. Know how to implement basic demonstration procedures.
- f. An understanding of the relevant standard operating procedures.

3. NATIONAL INCIDENT MANAGEMENT - NIMS SYSTEM

The Incident Commander, who will assume control of the incident scene beyond the first responder awareness level, shall receive at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and their department shall certify that the officer has the training necessary to:

- a. Know and be able to implement the department Incident Management System
- b. Know and be able to implement the Clay Comity Operations Plan and the department's standard operating procedures.
- c. Know and understand the hazards and the risks associated with responders working in chemical protective clothing.
- d. Know the State Emergency Response Plan and have knowledge of the Federal Regional Response Team.
- e. Know and understand the importance of decontamination procedures.

4. TRAINING/REFRESHER TRAINING

Those responders who are trained in accordance with 29 CFR 1910.120 shall receive annual refresher training of sufficient content and duration to maintain their competencies or shall demonstrate competency in those areas at least yearly.

A statement shall be made of the training competency, and if a statement of competency is made, the appropriate department shall keep a record of the methodology used to demonstrate competency.

XIII. EXERCISING

The Northland Hazardous Materials Response Team is responsible for designing, scheduling, and evaluating all exercises and drills. These exercises and drills shall be in compliance with Homeland Security Exercise and Evaluation Program Guidelines (HSEEP).

Each exercise will be followed by a critique to review the effectiveness of this annex and its support systems. This annex will be revised on the basis of the exercise After Action Report.

XIV. ANNEX MAINTENANCE

A. Updating the plan

1. Recommended changes to this annex will be made by the Clay County Emergency Management Director and submitted to the Clay County Commission for approval.

B. Record of Revisions

1. All revisions will be dated and recorded and provided to all holders on record. Revised pages will show date of change.

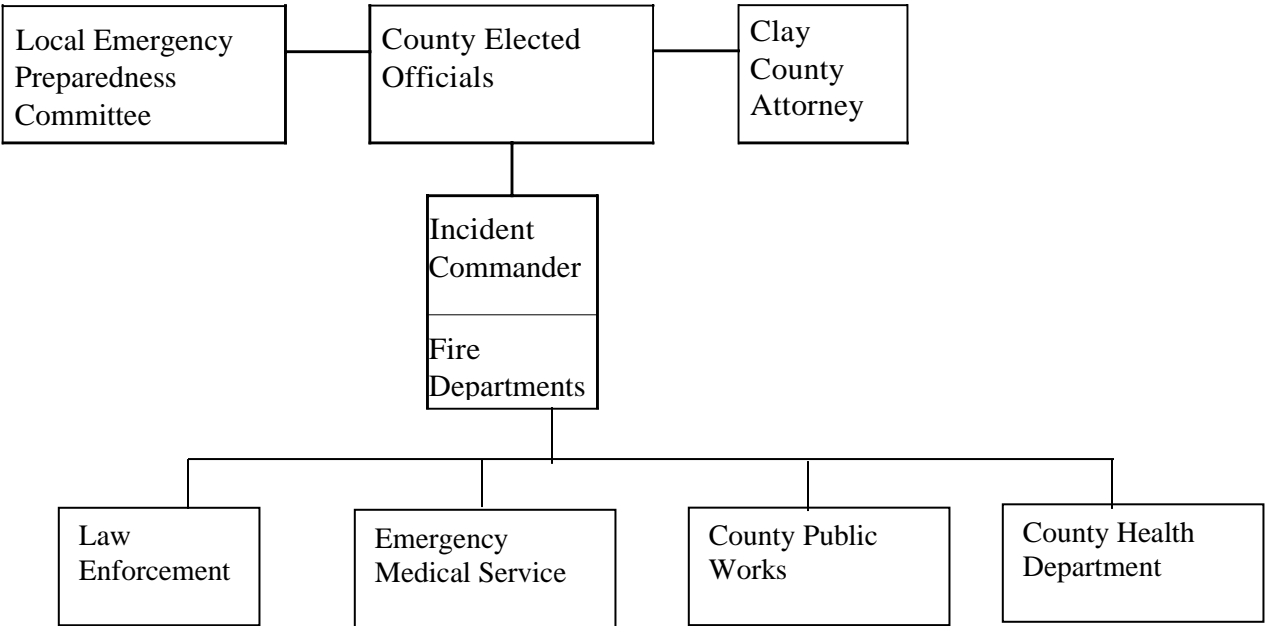
APPENDICES

1. Organizational Chart
2. HAZMAT Response Agencies
3. Response Agencies for HAZMAT Incidents
4. Chemical Emergency Notification Report
5. Checklist of Actions by Operating Time Frames
6. Proposed Exercise Schedule
7. Proposed Training Schedule

Appendices Kept under Separate Cover

- The MARC LEPC Hazardous Materials Plan (Appendix 1-C to this plan lists the Tier II Reporting Facilities)
- Fixed Facilities with Hazardous Substances
- Fixed Facilities with Extremely Hazardous Substances (EHS)

HAZARDOUS MATERIALS RESPONSE ORGANIZATION CHART



HAZARDOUS MATERIAL RESPONSE AGENCIES

Whenever a call is received concerning a possible hazardous material, the fire department covering that area will also be notified to respond or will be contacted upon request of the on-scene law enforcement officer.

At that time the responding fire department will take over the on-scene incident command and law enforcement will act as a support agency for traffic control, evacuation, etc. The on-scene fire department should handle any further mutual aid request required. The following are the names and numbers of the Class A Technical Responders for Hazmat in the Kansas City area.

Independence FD Hazmat Response Team	816-325-2173
Kansas City Fire Department	816-842-2121
Tri-District Hazmat	816-228-0150
Lee's Summit Hazmat	816-251-2360

If it becomes necessary to call upon Class A Technical responders for Hazmat, the Statewide Mutual Aid System may have to be activated.

RESPONSE AGENCIES FOR HAZARDOUS MATERIALS INCIDENTS

State Assistance:	Phone
Governor's Office	573-751-3222
Missouri National Guard	573-751-9500
Missouri Emergency Response	800-634-6946
Department of Natural Resources	573-634-2436
Missouri Department of Health and Senior Services	573-751-6102
Clean Water Commission	816-229-3105
Air Conservation Commission	816-233-1321
State Emergency Management Agency	573-751-2748
Hazardous Waste Management Commission	573-796-4779
Federal Assistance:	
Federal Emergency Management Agency (24 hour)	202-646-2400
Agency for Toxic Substances and Disease Registry (24 hour)	404-452-4100
National Response Center (24 hour)	800-424-8802
Bomb Disposal and Explosive Team (24 hour)	573-368-3814
Nuclear Regulatory Commission (24 hour)	301-951-0550
U.S. Department of Energy, Radiological Assistance (24 hour)	202-586-8100
U.S. Department of Treasury-	
Bureau of Alcohol, Tobacco and Firearms (24 Hour)	816-426-7188
Other Emergency Assistance:	
-	
CHEMTREC (24 hour)	800-424-9300
CHLOREP (24 hour)	800-424-9300
NACA (24 hour)	800-424-9300
Association of American Railroads - Bureau of Explosives (24 hour)	202-639-2222

CHEMICAL EMERGENCY NOTIFICATION REPORT

Date: _____ Time: _____ Rec'd by: _____

1. Caller Name _____ Representing _____
2. Call Back Nos. _____ Emergency Contact (Name) _____
3. Materials Released (Spell) _____ EHS yes/no
4. Amount Released: _____ lbs./gals. Potential Release _____
5. Date of Release: _____ Time _____ Duration _____ hour _____ minute _____
6. Release Medium: Air _____ Water _____ Soil _____ Sewer _____ Drains _____
7. Location: City or County _____
Facility: (name) _____
(address) _____
8. Health Risks _____
9. Precautions (Public Safety Concern) _____

10. Incident Description: Fire _____ Gas _____ Vapor _____ Spill _____ Explosion _____
Other: _____
11. Type of Container: Truck _____ Railroad Car _____ Drum _____ Storage Tank _____
12. 4-Digit I.D. No. _____ Placard/Label info. _____

13. Weather Conditions _____ Wind Direction _____ Temperature _____
14. Agencies notified:
Local Fire _____ yes _____ no _____ time
Local Emergency Director _____ yes _____ no _____ time
Missouri Department of Natural Resources-
573-634-2436 _____ yes _____ no _____ time
National Response Center -
800-424-8802 _____ yes _____ no _____ time
CHEMTREC-
800-424-8802 _____ yes _____ no _____ time
Other _____ yes _____ no _____ time
15. Remarks, etc. (Injuries) _____

CHECKLIST OF ACTIONS BY OPERATING TIME FRAMES

Mitigation

1. Review plans and procedures with key personnel and make revisions and changes.
2. Develop training programs for local fire departments and emergency medical services.
3. Identify facilities such as hospitals, nursing homes and adult congregate living facilities (ACLF) that could create special problems before or during evacuation.
4. Participate in tests, exercises, and drills.
5. Establish liaison with private area resources that could be useful in the event of a HAZMAT incident.
6. Review and update the annex and SOG at least annually. Call-up lists should be reviewed twice a year.
7. Initiate and conduct training programs.

Preparedness

1. Alert key personnel according to the procedures established in departmental call- up lists.
2. Determine the status of equipment and resources.
3. Develop safety programs that include disaster situations for presentation to the public.
4. Develop SOG to meet anticipated needs.

Response

1. Initiate the hazardous materials annex or plans to include possible evacuation, area control and clean-up.
2. Alert or activate off-duty and auxiliary personnel as the emergency requires.
3. Notify DNR at 800-334-6946 or 573-634-2436.
4. Coordinate activities with other agencies.
5. Coordinate the response of those responding from outside the incident area.
6. Activate mutual aid agreements if needed.
7. Relay the damage reports. Advance warning of all potential problem areas should be included in the report to the SEOC.
8. Maintain records of actions, problems, and costs.

Recovery

1. Continue to participate in clean-up. Assist in damage assessment.
2. Report on all activities to direction and control.
3. Submit expense reports on personnel, resources and supplies expended.
4. Replenish supplies and repair damaged equipment.
5. Develop after-action reports to include actions taken, personnel costs and materials expended, assistance received from and given to other agencies, and

problem areas that need to be addressed. After Action Reports shall be sent to the Clay County Emergency Management Director.

6. Develop a program to implement corrective actions determined during the After Action Review.

PROPOSED EXERCISE SCHEDULE

<u>Exercise</u>	<u>Type</u>	<u>Schedule</u>
HAZMAT	Full-scale	Annually
HAZMAT	Tabletop	Annually
HAZMAT	Functional	Annually

PROPOSED TRAINING SCHEDULE

<u>Type</u>	<u>Schedule</u>
Awareness	Ongoing
Operational	Ongoing
Incident Command	Ongoing
Plan Review	Ongoing

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ANNEX I (ESF # 3)

PUBLIC WORKS

I. PURPOSE

The ability of local government to protect life and property in Clay County and each of the political subdivisions within the county following or during a disaster could well depend on how fast any utilities are restored or how soon debris can be removed from the streets. The purpose of this annex is to organize local public works resources required to perform needed tasks effectively and efficiently (i.e., utility service restoration, debris clearance, inspections, and opening of roadways, etc.) as part of an integrated emergency response.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County and each of the political subdivisions within the county is subject to many types of hazards in which Public Works could be involved (See Basic Plan, II Situation and Assumptions A-3). The Public Works section could be asked to perform any of a large number of assignments.
2. The residents of Clay County and each of the political subdivisions within the county are served by several different utility companies municipal and private. See Appendix 3 to this Annex for a list of these companies.
3. Private and non-county resources may be available to assist in Public Works activities should all local resources become committed or exhausted.
4. The critical systems that generally comprise public works are potential targets for terrorists (i.e., electrical systems, power stations, reservoirs, water plants, etc.). For further information regarding targets and other terrorism information, see Annex N.

B. Assumptions

1. All public works personnel and equipment should be available to respond to an emergency/disaster. However, should a major disaster occur, the local public works department may not have adequate resources to deal with all potential problems immediately, and will have to assign tasks on a priority basis.
2. Private and non-county resources should be available to assist in public works activity. These resources should provide necessary cooperation with the Public Works Coordinator as required.
3. State and Federal resources will respond if available when called upon but their ability to react may be limited.

III. CONCEPT OF OPERATIONS

A. General

1. The ultimate responsibility for providing public works services rests with local government but utility companies play a major role.
2. During an emergency, (see Appendix 3 to the Basic Plan, Emergency Control Procedures), the Public Works Director will serve as the Public Works Coordinator and coordinate activities from the EOC when activated.
3. Following any disaster occurrence, the public works section will be a major participant in the damage assessment activities described in Annex D.

B. Actions to be taken by Operational Period:

The Public Works Coordinator shall:

1. Mitigation
 - a. Participate in hazard identification process and identify:
 - 1) Special procedures that need to be developed to deal with an emergency/disaster.
 - 2) Vulnerabilities in the public works system.
 - b. Ensure that public works personnel and volunteer support personnel receive adequate training in emergency procedures (radiological and hazardous materials incidents, etc.). All public works personnel should have training to the Hazardous Materials Awareness Level at a minimum.
 - c. Review all other annexes of this plan to ensure proper coordination of public works activities.
 - d. Develop emergency procedures to include, but not limited to, the following:
 - 1) Debris removal consistent with the Clay County Debris Removal Plan.
 - 2) Call-up lists and procedures
 - 3) Road and bridge repairs
 - 4) Damage assessment
 - 5) Flood control and snow removal
 - 6) Garbage disposal
 - 7) Evacuation
 - 8) Support to other agencies
 - 9) Sheltering of personnel and equipment
 - e. Develop and maintain mutual aid agreements with private resources that could provide support for public works activities during an emergency.

- f. Participate in drills, tests, and exercises to include critiques and follow-up actions.
- g. Provide emergency power backup for EOC and Sheriff's Office

2. Preparedness

- a. When advised of potential hazards, check status of personnel, equipment, supplies, and facilities, especially those required to deal with the approaching hazard.
- b. Activate call-up plans.
- c. Check status of Public Works communications system.
- d. Establish contact with the EOC or the incident commander at the scene.
- e. Ensure protection of all Public Works personnel and equipment.
- f. Maintain preparedness status until the situation escalates or the order to discontinue operations is given by the Incident Commander or the Emergency Management Director.

3. Response

- a. Provide support on a priority basis as determined by the Emergency Management Director or the Incident Commander.
- b. Clear roads of debris (consistent with the Clay County Debris Management Plan) to provide access for emergency responders and damage assessment teams.
- c. Survey Public Works damage and report to the Emergency Management Director in the EOC.
- d. Close roads and construct barricades as directed or necessary.
- e. Make recommendations to the Emergency Management Director on:
 - 1) Priority of repairs
 - 2) Outside assistance required
- C. Assist in search and rescue operations as required under direction of the Fire and Rescue Coordinator.
- D. In the event of a hazardous materials incident, county and city public works departments will assist the Incident Commander or the Emergency Management Director as needed (i.e., provide barricades, construct dikes). It is recommended that key public works personnel receive, at a minimum, awareness level hazardous materials training. See Annex H, Hazardous Materials Response, for additional information.

4. Recovery

- a. Participate in cleanup and recovery operations
- b. Inspect, designate, and provide for demolition of hazardous structures.
- c. Following an earthquake or flood, determine the safety of roads and bridges.
- d. Support decontamination if necessary.
- e. Participate in after-action reports and critiques.
- f. Make necessary changes in plans and procedures after consultation with the Emergency Management Director.
- g. In order to begin the recovery process while preserving evidence following a terrorist incident, debris at the disaster site may have to be transported and analyzed at another secured location. Response and recovery operations may be complicated and delayed if debris is contaminated. If the event is a terrorist incident the FBI will direct the removal and handling of all evidence including debris that may be evidence.

IV. **ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

A. Organization

The organization chart for the Public Works function is shown in Appendix I to this annex.

B. Assignment of Responsibilities

1. The Clay County Highway Department Supervisor shall serve as the Public Works Coordinator for the County. Each of the political subdivisions within the county shall appoint their own Public Works Coordinator according to their ordinances and policies.
2. The Public Works Coordinator will coordinate the Public Works activities from the EOC when it is activated. The Public Works Coordinator will coordinate all public works activities both public and private as required by an emergency/disaster. The Public Works Coordinator will advise the Emergency Management Director and the Incident Commander on-scene on all public works activities.
3. Each municipal public works coordinator will be responsible for such operations in their respective jurisdiction if the incident is confined to their jurisdiction. If multiple jurisdictions are affected, then the affected jurisdictions shall have their public works coordinators report to the Clay County Public Works Coordinator in the EOC for coordination and assignment.

4. The private utility companies are responsible for the direction and control of the services they provide to their customers. These companies are not under the day-to-day control of the county and city governments. However, during a disaster/emergency the Public Works Coordinator will coordinate their activities as appropriate from the EOC.
5. The Public Works Coordinator will ensure that mutual aid agreements, plans and or procedures with other public or private public works services or providers are in place prior to an emergency/disaster affecting Clay County and each of the political subdivisions within the county.
6. The Public Works Coordinator will maintain a current listing of personnel and resources that would be needed in an emergency/disaster.
7. The Public Works Coordinator will assist in damage assessments during and after an emergency/disaster.
8. The Public Works Coordinator will develop and maintain debris clearance equipment/procedures consistent with the Clay County Debris Management Plan for use during or following an emergency/disaster.
9. The Public Works Coordinator will coordinate inspection, designation, and demolition of hazardous structures during or following an emergency/disaster.
10. The Public Works Coordinator will inspect evacuation routes designated by the Emergency Management Director to ensure that they are open.
11. The Public Works Coordinator will coordinate the restoration of utility services to the community during or following an emergency/disaster.
12. The Public Works Coordinator will take measures to protect the water and sewage systems to the extent possible during or following an emergency/disaster.
13. The Public Works Coordinator will coordinate sanitation services during or following an emergency/disaster.
14. The Public Works Coordinator will coordinate the drainage of flooded areas if possible, during or following an emergency/disaster.
15. The Public Works Coordinator will take measures to protect vital public works records before, during and following an emergency/disaster.
16. The Public Works Coordinator will coordinate cleanup and recovery operations consistent with the Clay County Debris Management Plan.
17. The Public Works Coordinator will annually review and update this Annex and its appendices in consultation with the Emergency Management Director.

- C. Any department/organization involved in this function should provide adequate training to their respective personnel regarding public works.
- D. The National Incident Management System and the Incident Command System (NIMS/ICS) shall be used on all emergency/disaster incidents in Clay County and each of the political subdivisions within the county.

V. DIRECTION AND CONTROL

- A. All Public Works operations will be coordinated from the EOC when activated.
- B. Public works department heads will operate from their normal day-to-day offices but will send a representative to the EOC if needed or requested. Public works personnel in the field will keep the Public Works Coordinator in the EOC informed of their activities.
- C. Outside resources will be under the direct control of their own supervisors but will be deployed by the Public Works Coordinator in the EOC and assigned missions by the on-site Incident Commander.

VI. CONTINUITY AND GOVERNMENT

- A. Line of Succession
 - 1. The line of succession for the Clay County public works function will be from the Clay County Commissioners through the Supervisor of the County Highway Department.
 - 2. The line of succession for each municipal public works department will be according to their ordinances and established standard operating procedures.
- B. The Emergency Operation Center for Clay County is located in the Clay County Detention Center Building. If the designated EOC becomes inoperable or unusable, an alternate EOC would be utilized. (See Situation and Assumption, Annex A, and the Clay County Continuity of Operations Plan COOP for further guidance)

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Overall administration of the Public Works service for Clay County will be the responsibility of the Clay County Highway Department Supervisor.
2. Additional resources for this function will be requested through Direction and Control (Resources and Supply, Annex G).

B. Logistics

1. Normal hiring procedures for hiring outside contractors can be circumvented, but only when authorized in writing by the chief elected official present. **To be eligible for reimbursement from FEMA pursuant to a presidentially declared disaster, bidding procedures for debris removal must be followed.**
2. Public works services must provide necessary logistical support for food, emergency power, fuel, etc., for response personnel during emergency operations. In most situations, however, the Resource and Supply Section (Annex G) will be available to assist with supply matters.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

- A. It is the responsibility of the Public Works Coordinator and the County Emergency Management Director to maintain this functional annex.
- B. They will participate in regularly conducted drills and exercises and incorporate any improvements into this annex.
- C. The SOG will be maintained by department heads as required.

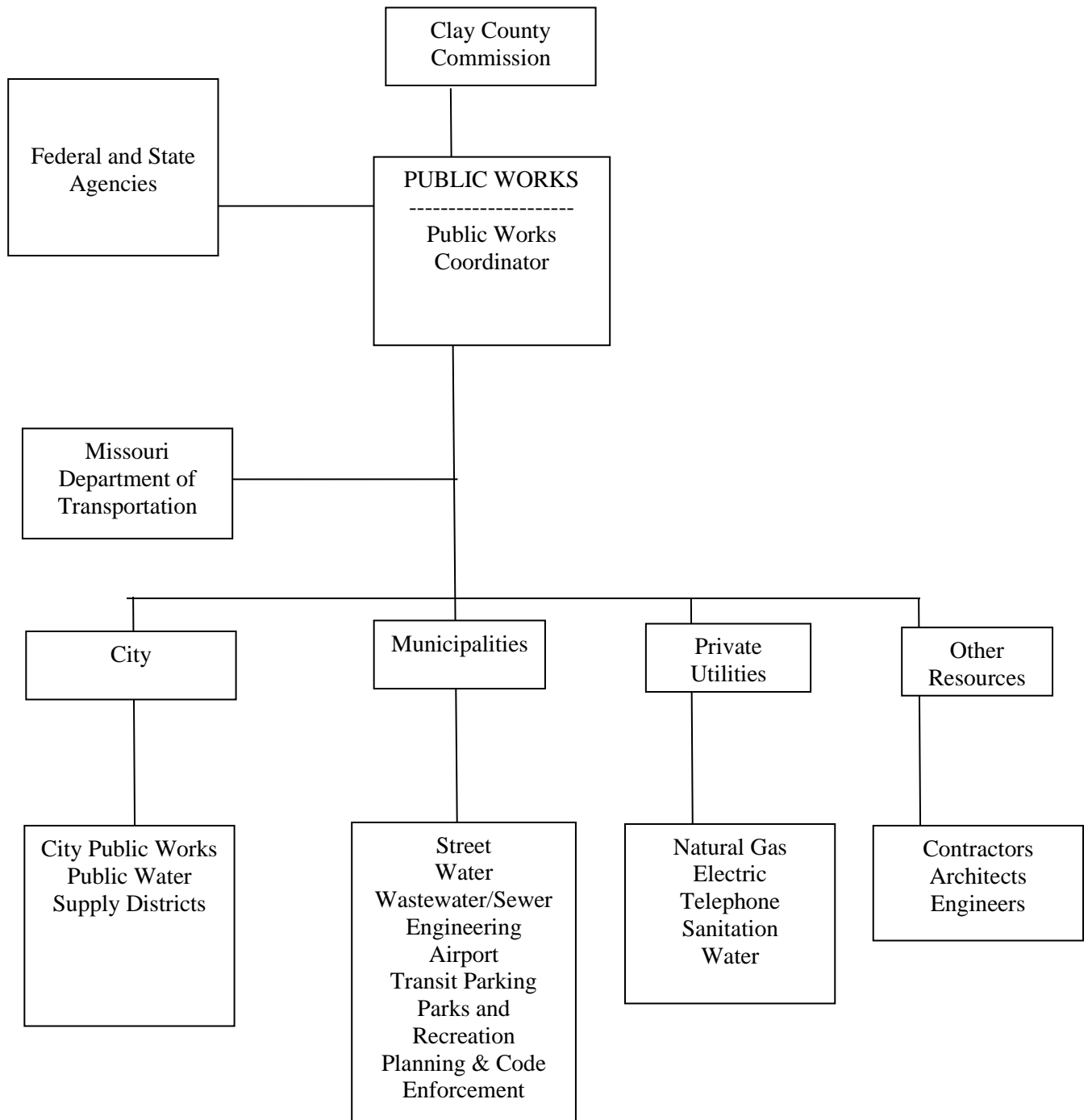
Appendices

1. Public Works Organizational Chart
2. Clay County Highway Department
3. Utility Companies Serving Clay County
4. Clay County Public Water Supply Districts

Appendices Kept under Separate Cover by the Coordinator

1. Call-up lists by division
2. Local private resource lists and contacts
3. SOG's for:
 - a. Debris removal
 - b. Road and bridge repair, etc.
 - c. Emergency Repairs

PUBLIC WORKS ORGANIZATIONAL CHART



CLAY COUNTY HIGHWAY

The Clay County Highway Department is located at the following address: Clay County

Highway Department
16616 NE 116th Street
Kearney, MO 64060

816-407-3300

Equipment list is on file with the Clay County Emergency Management Director.

UTILITY COMPANIES SERVING CLAY COUNTY

A. Water/Sewer

Public Water Supply Dist. #3.....816-320-3343
Clay County 350 Main, Holt

Public Water Supply Dist. #3.....816-628-4135
Water Plant

Public Water Supply Dist. #8.....816-628-6033
Clay County, Kearney

Public Water Supply Dist. #2.....816-781-1454
8600 Kaill Rd., Liberty

B. Electric

Ameren UE.....1-800-552-7583

Missouri Public Service/Energy One
24 Hour Customer Service 1.....800-303-0752
24 Hour Emergency Service.....800-303-0357
Call before you dig1-800-344-7483

Platte-Clay Electric Co-Op
1000 W 92 Hwy, Kearney 816-628-3121
or call Toll Free1-800-431-2131

C. Natural Gas

Ferrellgas.....816-628-5669
194 W 6th Street, Kearney

Missouri Gas Energy
Customer Service.....816-756-5252
Toll Free1-800-582-1234
Gas Leak.....1-800-582-0000
Call before you dig1-800-344-7483
Hearing Impaired.....1-800-776-3323

D. Telephone

Southwestern Bell Telephone

Residential repairs1-800-246-8464
Business repairs1-800-286-8313

AT&T

Residential.....1-800-222-0300
Business.....1-800-222-0400

MCI WorldCom

Residential.....1-800-950-5555
Business.....1-888-624-9266

E. Sanitation (TrashHauling)

Deffenbaugh Disposal Service.....816-631-3300

Thomas Disposal Service.....816-781-4949
1138 Southern Dr., Liberty

Waste Management of Kansas City.....816-254-1470
1220 S. Brookside

Countryside Disposal.....816-630-8100
Rural Residential Disposal Svc
PO Box 97, Excelsior Springs

WATER DISTRICT CONTACT LIST

	<i>Emergency Phone & Contact</i>	<i>President</i>	<i>Contact</i>	<i>Address</i>	<i>Office Phone</i>
<i>Clay Co PWSD #3</i>	564-8933 (Mr. Jan McKay)	Hershel Ward	Beverly Odor, Clerk	PO Box 266, Holt, MO 64048	320-3343
<i>Clay Co PWSD #4</i>	781-1653 (Richard Waring)	Bill Birkeness	Deanna Krondi, Clerk	20600 Country Club Drive, Liberty, MO 64068	781-8198
<i>Clay Co PWSD #5</i>	863-8805 (phone) 771-1600 (pager)	Robert Dorsel	Chuck McMillen, Operating Manager	PO Box 161, Liberty, MO 64069	532-0775
<i>Clay Co PWSD #6</i>	985-9911 (Marty Coldren)	Bill Wilkerson	Georgia Rauchle-Clerk	PO Box 227, Kearney, MO 64060	628-3220
	204-4087 (Ryan Fleming)		Marty Coldren-Operating Manager		
			Ryan Fleming		
<i>Clay Co PWSD #7</i>	630-6300 (work) or 750-4524 (home) (Al Champ)	Al Champ	Delores Ahner, Clerk	c/o L.J. Brant & Co, 130 Westwoods Drive, Liberty, MO 64068	781-6939
<i>Clay Co PWSD #8</i>	365-5663 (Sam Hatheway or Brian Ackley)	Brian Lawrence	Leona Lowe, Clerk	PO Box 259, Kearney, MO 64060	628-6033
<i>Clay Co PWSD #9</i>	803-1440 (Ted Skidmore)	Steve Clark	Lori Perkins, Clerk Ted Skidmore, Operating Manager	PO Box 278, Smithville, MO 64089	532-3803
<i>Clinton Co PWSD #4</i>	580-7211 (daytime office) 771-6473 (after hours)	Dan Snodgrass	Judy Porter, Clerk	8544 SE V Highway, Lathrop, MO 64465	580-7211
<i>Ray Co PWSD #1</i>	580-3998 (Larry Mynatt)	Larry Mynatt	Pam Dockery, Clerk	PO Box 292, Lawson, MO 64062	580-7716
<i>Ray Co PWSD #2</i>	1-816-776-2691		Melis Ruckdeschell, Clerk	PO Box 31, Richmond, MO 64085	1-816-776-2691
<i>City of Lathrop</i>	Maintenance contracted to Decker Construction 816-740-7700 (office)	Tom Decker, President, Decker Const. 816-365-8155	Joe McCorkel, Lathrop Shop 816-528- 3113	707 Oak Street, PO Box 225, Lathrop, MO 64465	816-740-4251 (City hall)
	After hours: 816-365-8168 (Jeff Jones) or 913-639-4369 (pager)				

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ANNEX J (ESF # 1, ESF # 6)

EVACUATION

I. PURPOSE

The purpose of this annex is to establish an organization and procedures for evacuation operations in Clay County and each of the political subdivisions within the county. This function must be applicable to small, localized situations as well as for a county-wide movement should the need arise.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County and each of the political subdivisions within the county is subject to several hazards that could threaten the lives and property of the citizens and require evacuation operations. The County has identified facilities which store, use, or produce hazardous materials. This listing is kept on file with the local fire department and the Local Emergency Planning Committee (LEPC). Natural and man-made hazards include flooding, dam failure, and hazardous materials incidents.
2. Clay County has a very good transportation network that will facilitate any evacuation of the general population. (See Appendix 7 to this Annex)
3. Hospitals, nursing homes, schools, and other facilities such as day care centers and facilities serving functional needs populations may require special consideration if an evacuation is ordered. A listing of some of these facilities can be found in Appendix 2 to this Annex.

B. Assumptions

1. In almost every emergency situation requiring evacuation a number of people will evacuate on their own volition.
2. It can be anticipated that the majority of persons will receive and follow the evacuation instructions. However, a certain portion of the population will not get the information, (2) will not understand it or (3) purposely not follow directions.

3. All personnel trained in facilitating an evacuation from an impacted area or potentially impacted area should be available to respond during a disaster/emergency.
4. Panic by evacuees should not be a problem as long as adequate and accurate information is furnished by government.
5. Evacuation will be primarily by family groups using privately owned vehicles with transportation being provided for those persons without automobiles and those with functional needs. Evacuation within the municipalities will be the responsibility of the affected municipality. Clay County will provide assistance upon request, including assistance in planning for and conducting actual evacuations.
6. Looting of evacuated areas is possible but will be contained by the Clay County Sheriff and municipal police departments.
7. Response and recovery efforts will more than likely include questioning of evacuees following a terrorist event. Evacuation facilities and routes will likely incur additional burden because of this type of incident.

III. CONCEPT OF OPERATIONS

C. General

1. The ultimate responsibility for ordering an evacuation rest with local government. The Emergency Management Director or a designee should approve any evacuation order.
2. The Emergency Management Director will determine the duration of the evacuation based upon technical information provided by local, state and federal agencies.
3. During any evacuation, close coordination will be required with the following functions:
 - a. Reception & Care - The evacuees must have some place to go even if it is in another county. (See Annex L for identified shelters.)
 - b. Law Enforcement - Traffic control along movement routes and security for evacuated areas are an absolute necessity.
 - c. Resource & Supply - Transportation for persons without automobiles, food, clothing, and fuel will be required.

- d. Other support agencies - Constant interface will be required with the state and federal government and private agencies such as the American Red Cross and Salvation Army.
 - 4. Certain day-to-day governmental activities may be curtailed during evacuations. The degree to which this is necessary will, of course, depend upon the amount of local resources that are committed.
 - 5. Transportation will be provided for patients/ residents of various institutions requiring special care or attention (i.e., hospitals, nursing homes, etc.). Appendix 2 to this Annex lists these facilities.
 - 6. During the evacuation, staging areas and pickup points will be identified to provide transportation for those people without private automobiles or other means. (See Appendix 3 to this Annex)
- D. Tasks to be accomplished by Operating Time Frame: These tasks are assigned to the Evacuation Coordinator.

1. Mitigation

- a. Identify the known risk areas to be evacuated and the rationale for their evacuation (see Appendices to this Annex)
- b. Identify population groups or facilities requiring special assistance in an evacuation and the methods to evacuate them (such as nursing homes, senior citizens, persons who are visually or mobility impaired or medically dependent, etc.).
- c. Identify and make agreements with private organizations that can facilitate evacuations (i.e., service stations, garages, fuel distributors, bus companies, etc.). This should be done in conjunction with the Resource and Supply Coordinator (Annex G).
- d. Coordinate with the Public Information Coordinator to develop public information packets to detail evacuation routes, what evacuees should take with them, where they should go, etc. (See Annex C).
- e. Develop contingency plans that address potential impediments to evacuation (physical barrier, time, lack of transportation resources, etc.).
- f. Develop plans to deal with vehicles with mechanical problems.

- g. Coordinate all evacuation plans with the State Emergency Management Agency.

2. Preparedness

- a. Analyze all developing emergencies for potential evacuation situations to include the number of potential evacuees.
- b. Alert reception and care of possible evacuation and obtain location of available reception centers.
- c. Identify necessary evacuation routes and check the status and conditions of each one (coordinate with Law Enforcement).
- d. If appropriate, contact road service groups (wreckers, service stations, etc.).
- e. Coordinate with the Resource and Supply Coordinator to locate transportation for all persons in threatened area.
- f. Through the Direction and Control section, alert all other emergency sections that an evacuation may be required.
- g. Coordinate with the Law Enforcement Coordinator to provide for security and parking in the reception area.
- h. Along with the Public Information Coordinator inform the public of the potential evacuation to include the nature of the problem, the movement route to use, and the reception area to go to.
- 1. If necessary, make plans to evacuate government and critical workers following the Clay County Continuity of Operations Plan (COOP) for the affected jurisdictions.

3. Emergency Response

- a. Order an evacuation, when necessary, with the approval of the Emergency Management Director.
- b. Notify all appropriate agencies including state and federal.
- c. Monitor the following actions to ensure the evacuation functions smoothly:
 - 1) Traffic flow
 - 2) Reception areas

3) Security for evacuated area

- d. Broadcast accurate public information continuously during the evacuation to minimize confusion. This information should also include the location of staging areas and pick-up points for persons without transportation.
- e. Coordinate with, and furnish information on the situation to, the other emergency services.
- f. Assist in the transfer of necessary supplies and personnel to reception areas, especially if these areas are outside the affected jurisdiction.
- g. As the evacuation winds down, begin planning for the return of evacuees.
- h. Designate rest areas along movement routes where evacuees can obtain fuel, water, medical aid, vehicle maintenance, information, and comfort facilities. (This would apply to evacuations that require a long distance of travel away from the affected area.)
- i. Coordinate with the Resource and Supply Coordinator to provide for transportation for essential workers who might have to work in or near the hazardous areas.
- j. Make provisions for the evacuation of handicapped, elderly, and institutionalized persons.

4. Recovery

- a. Initiate return soon after local state and/or federal emergency management officials have declared that the conditions will allow this to be done safely. This will include advising evacuees on what to do to reenter the evacuated area (i.e., what return routes to use, instructing public to boil water, procedures for turning utilities back on, etc.).
- b. Monitor all return activities until the return is completed.
- c. Participate in the preparation of after action reports as directed by the Emergency Management Director.

IV. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

E. Organization

The organizational chart for the evacuation function is shown in Appendix I to this Annex.

F. Assignment of Responsibilities

1. Clay County and each of the political subdivisions within the county shall follow their own ordinances and policies when deciding to order an evacuation. Once the order is given the Evacuation Coordinator shall coordinate the evacuation from the EOC.
2. Coordination and control of evacuation operations in Clay County will be the responsibility of the Clay County Sheriff or his/her designee and may be supported by the Fire Departments in the county, as needed. The Emergency Management Director will advise the chief elected official of the affected jurisdictions on all evacuation activities.
3. Traffic control and site security will be the responsibility of the Law Enforcement Coordinator (Annex E). The Sheriff or his/her designee will control these activities in the County, while the Police Chiefs or their designees will do the same in the municipalities. The Clay County Sheriff and the local Police Chief will also be responsible for the relocation of prisoners from the county and city jails to nearby jail facilities.
4. In some instances, when time is of the utmost importance, the chief law enforcement or fire official at the scene can initiate an evacuation. (An example here is a hazardous materials incident.) The Emergency Management Director shall be notified of the evacuation order as soon as possible.
5. Any department/organization involved in the evacuation function should provide adequate training to their respective personnel regarding evacuation procedures.
6. Coordination of all public transportation resources for use in an evacuation will be the responsibility of the Resource and Supply Coordinator (see Annex G).
7. The dissemination of information and instructions to inform and motivate residents to comply with evacuation plans will be the responsibility of the Public Information Coordinator (Annex C).

8. Determination of evacuation route viability will be the responsibility of the Public Works Coordinator (Annex I).
9. The Evacuation Coordinator and the Reception and Care Coordinator should coordinate the opening and closing of shelters.
10. Other sections will provide support as necessary to meet the needs of the emergency.
11. The Evacuation Coordinator will in consultation with the Emergency Management Director annually review and update this Annex and its appendices.

V. DIRECTION AND CONTROL

- G. All evacuation operations will be coordinated through the EOC of the affected jurisdiction(s), which will serve as the source of all Direction and Control.
- H. Should the order come to evacuate the entire county, operations will be controlled from a nearby safe location. The Clay County Continuity of Operations Plan (COOP) should be followed whenever possible.

VI. CONTINUITY OF GOVERNMENT

- A. Line of Succession for Clay County: Evacuation Coordinator, the County Sheriff, and down the established Clay County Sheriff's Department chain of command.
- B. Lines of succession for the each of the political subdivisions within the county shall be in accordance with their ordinances, policies and procedures.
- C. If populations are evacuated to a neighboring jurisdiction, a local official from the evacuated area will be designated as liaison between the hazard and reception area. The evacuees will be subject to the laws of the reception area for the duration of their stay.
- D. Preservation of records will be a major priority during a major evacuation. Resources will be allowed to move vital government records as necessary.

VII. ADMINISTRATION AND LOGISTICS

- I. Each jurisdiction is responsible for the procurement of its own essential supplies needed for evacuation operations, through normal procurement channels.
- J. Requisition of privately owned property will be in accordance with the provisions of Chapter 44, RSMo.
- K. All county-owned and/or city-owned transportation should be utilized to evacuate people and relocate essential resources to the reception area if available prior to using outside transportation resources. Formal arrangements for outside resources should be made. A copy of the MOU should be on file with the Clay County Emergency Management Director. Transportation resources available for evacuation may include:
 - 1. Public Works vehicles
 - 2. School buses
 - 3. Church buses
 - 4. Trucking firms
 - 5. Bus Lines

Refer to the Resource and Supply Annex for resource lists.

VIII. PLAN DEVELOPMENT & MAINTENANCE

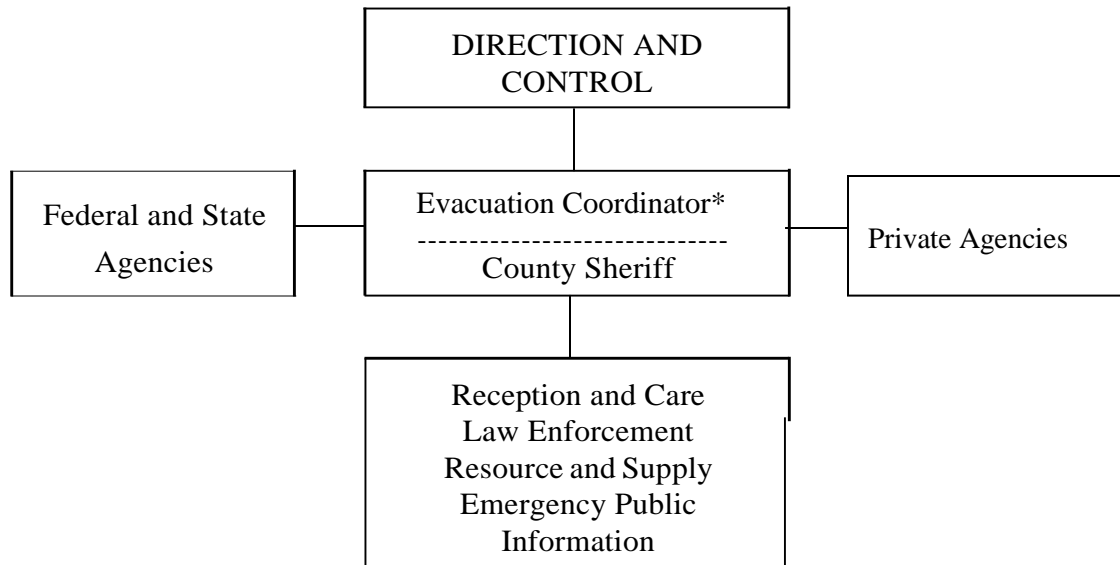
The Clay County Sheriff in consultation with the Emergency Management Director will complete a review and update of this Annex annually.

Appendices

- 1. Evacuation Organizational Chart
- 2. Facilities Requiring Special Consideration If Evacuated
- 3. Staging Areas for Evacuation

4. Record of Evacuation (form)
5. Hazardous Materials Incident Evacuation
6. Flood Evacuation
7. Routes of Evacuation

EVACUATION FUNCTIONAL DIAGRAM



Support from private agencies such as the Red Cross, churches, public schools, etc., will enhance evacuation operations (i.e., assisting with sheltering, providing transportation, etc.).

* Joint responsibility: Municipality Fire Departments

FACILITIES REQUIRING SPECIAL CONSIDERATION IF EVACUATED

A.	<u>Hospitals</u>	<u>Telephone</u>
1.	Liberty Hospital 2525 Glenn Hendren Dr. Liberty Service: General Medical-Surgical	781-7200
2.	North Kansas City Hospital I-35 Hwy & Armour Rd. East Service: General Medical-Surgical	691-2000
3.	Excelsior Springs Hospital 1700 Rainbow Blvd, Excel. Springs Service: General Medical-Surgical	630-6081
B.	<u>Nursing and Boarding Facilities</u>	
	<u>County:</u> Clay	
1.	Liberty Terrace Care Center 2201 Glenn Hendren Dr..... Liberty, Missouri	792-2211
2.	Pleasant Valley Manor Care Center 6814 Sobbie Road..... Liberty, Missouri	781-5277
3.	Royal Care Center 1003 Meadowlark Ln..... Excelsior Springs, Missouri	630-3145
4.	Westbrook Care Center 401 South Platte Clay Way Kearney, Missouri	628-2222

STAGING AREAS FOR EVACUATION

Staging areas are locations used in the event of an issued evacuation order which may require evacuees to relocate to a safe area, possibly outside their community. Those evacuees who do not have transportation should go to these staging areas where transportation is available to move them to a designated safe area.

These staging areas can also be used as pick-up and drop-off points for resources and supplies into the affected area.

The following facilities represent centrally located, easily accessible, collection points for county and city residents. Sites used would be determined by the situation and prior agreement between the school districts and local government.

Schools (Public & Parochial)

Excelsior Springs School Dist.,	630-9200
Excelsior Springs High School	630-9210
Excelsior Springs Middle School	630-9230
Elkhorn Elementary School	630-9270
Lewis Elementary School	630-9290
Westview Elementary School	630-9260
Area Career Center	630-9240
Tiger Path Alternative School	630-1800
 Kearney School Dist., 1002 Jefferson Street	 628-4116
Dogwood Elementary School	903-1400
Hawthorne Elementary School	628-4114
Kearney Elementary School	628-4113
Southview Elementary School	628-4652
Kearney Middle School	628-4115
Kearney Junior High School	628-2650
Kearney High School	628-4585
 Liberty School District, 8 Victory Ln,	 736-5300
Alexander Doniphan	736-5400
Early Childhood Center	736-5324
EPiC Elementary School	736-5730
Franklin Elementary School	736-5440
Kellybrook Elementary School	736-5700
Lewis & Clark Elementary	736-5430
Liberty Oaks Elementary School	736-5600
Lillian Schumacher Elementary School	736-5490

Manor Hill Elementary School	736-5460
Ridgeview Elementary School	736-5450
Shoal Creek Elementary School	736-7150
Warren Hills Elementary School	736-5630
Discovery Middle School	736-7300
Heritage Middle School	736-5380
Liberty Academy	736-5470
Liberty High School	736-5340
Liberty Middle School	736-5410
Liberty North High School	736-5500
South Valley Middle School	736-7180
William Jewell College, 500 College Hill, Liberty,	781-7700
Maple Woods Community College, 2601 NE Barry Rd, KCMO,	604-1000
Missouri City School, P. O. Box 397, 750-4391	
North Kansas City Schools, 2000 NE 64th	321-5000
Eastgate Middle School	321-5270
Gateway 6 th Grade Center	321-5360
Antioch Middle School	321-5260
Maple Park Middle School	321-5280
New Mark Middle School	321-5290
Northgate Middle School	321-5300
North Kansas City High School	321-5310
Oak Park High School	321-5320
Staley High School	321-5330
Winnetonka High School	321-5340
Bell Prairie Elementary	321-5020
Briarcliff Elementary	321-5030
Chapel Hill Elementary	321-5040
Chouteau Elementary	321-5050
Clardy Elementary	321-5060
Crestview Elementary	321-5070
Davidson Elementary	321-5080
Foxhill Elementary	321-5090
Gashland Elementary	321-5100
Gracemor Elementary	321-5110
Lakewood Elementary	321-5120
Linden West Elementary	321-5130
Maplewood Elementary	321-5140

Meadowbrook Elementary	321-5150
Nashua Elementary	321-5160
Northview Elementary	321-5170
Oakwood Manor Elementary	321-5180
Ravenwood Elementary	321-5190
Rising Hill Elementary	321-5370
Topping Elementary	321-5200
West Englewood Elementary	321-5210
Winnwood Elementary	321-5220

Early Childhood Center	321-5250
SAGE Center	321-5350

Smithville School Dist., 625 S Commercial, 532-0406

Smithville High School	532-0405
Smithville Middle School	532-1122
Eagle Heights Elementary School	532-5959
Horizon Elementary School	532-4566
Maple Elementary School	532-0589

RECORD OF EVACUATION

Date: _____

Notification

Personnel

Area: _____

Time

Started/Ended: _____ / _____

Time	Address	Name of Person Notified	Comments

HAZARDOUS MATERIALS INCIDENT EVACUATION

I. PURPOSE

To provide for the orderly and coordinated evacuation of those people who are exposed to hazardous materials incident and those people who may be endangered by fixed site hazardous materials incident.

II. EVACUATION RESPONSE PROCEDURES:

A. If no evacuation is required:

1. Secure the area. The first public safety officer on scene will cordon-off the affected area.
2. The responding fire department should determine the type, extent, and applicable area of the incident.
3. The responding fire department should confirm that no evacuation is needed.
4. The responding fire department should utilize available resources, particularly law enforcement, to establish a perimeter area for the incident, and should also determine if additional outside resources are required to assist in the incident response.
5. The responding fire department should notify the Clay County Emergency Management Director of the size and scope of the incident and if emergency management resources are required.
6. Requests for outside agency resources or other agency support should be coordinated through the Clay County Communications Center.
7. The Public Information Coordinator should support this activity as required.

B. If evacuation is required and an order is made to evacuate:

1. Designate the area to be evacuated based upon information provided in the latest edition of the Emergency Response Guide. This information should be as clear and concise as possible in order to aid those who are assisting in the evacuation and for those who are being evacuated.
2. Establish a perimeter security. The purpose is to limit or prohibit entry into the affected area.
3. The Reception and Care Coordinator should implement an emergency shelter plan, if necessary. Many evacuees will stay with friends or neighbors for short periods of time. If the duration is longer, the affected community may need to relocate and prepare areas for long-term occupancy.
4. All persons within the affected area must be contacted if safety permits. This is best accomplished on a door-to-door basis, loudspeakers, or government-manned telephones, depending on the situation. Records should be kept of location of visits, times and dates, and results of attempted visits.
5. Return of affected persons. Once the area is declared safe, the Public Information Coordinator should conduct a public information program to inform the evacuees when to return, what to expect upon return (i.e., how to turn utilities back on), and how to request additional information. Also, the local government should warn of other related hazards so persons would be alerted to changes in their environment.

FLOOD EVACUATION

To provide for the orderly and coordinated evacuation of people from those areas which are vulnerable to flash flooding, slow-developing flooding, and levee or dam failure.

I. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County and each of the political subdivisions within the county are vulnerable to a wide range of atmospheric conditions that produce weather which is variable and subject to rapid change.

C. Assumptions

1. Clay County and each of the political subdivisions within the county are vulnerable to damage and loss of life resulting from flooding.
2. Floods are generally caused by rainstorms lasting several days and moving northeastward across the area and occur frequently from January to May.
3. Floods may occur as two distinct types of flooding or they may occur singularly or in combination. The types are commonly referred to as backwater and headwater flooding.
4. Local authorities should take immediate steps to warn and evacuate citizens, alleviate suffering, protect life and property, and commit available resources before requesting assistance from the next higher level of government.

III. INITIAL EVACUATION RESPONSE

A. Receive Warning

The National Weather Service, through a monitoring and warning system, is able to give advanced notice of gradual flooding hours, and even days, before it results in serious loss of life and property.

The National Weather Service also may issue a **FLASH FLOOD WATCH**, which means:

Heavy rains may result in flash flooding in a specified area. Residents should be alert and prepared for the possibility of a flood emergency which may require immediate action.

The National Weather Service may also issue a **FLASH FLOOD WARNING** which means:

Flash flooding is occurring or is imminent in a specified area. Residents should move to safe ground immediately.

B. Notify Public

It is the joint responsibility of the National Weather Service and/or the local government entity to issue a warning via radio, television, Weather Alert Radio, social media, etc. Early warning, if possible, would enable those in flood hazard areas to move or safeguard their property, thus, simplifying evacuation should it become eminent.

IV. EVACUATION

- A. Designate the flood hazard area to be evacuated. Use the flood hazard maps for street description and determine areas to be evacuated.
- B. Establish a perimeter security. The purpose is to limit access to looters and sightseers, but to allow egress by victims. Ingress by victims will be permitted only under safe conditions.
- C. Establish shelter/relief services for victims. The Reception and Care Coordinator along with the Emergency Management Director should decide when to open such facilities and where they should be located. Location of shelter areas and assistance in the form of food and clothing could be supplied by the local American Red Cross, Salvation Army and other relief agencies.

- D. Notify potentially affected persons. If early warning is not effective, all remaining persons within the designated flood area must be contacted. This is best accomplished on a door-to-door basis, loudspeakers on patrol cars, or government-manned telephones. A method to record location of visits, times, dates, and results of attempted visits should be devised.
- E. Return of flood victims. Once the flood waters recede, the Public Information Coordinator should conduct a public information program to inform the evacuees when to return, what to expect upon return (i.e., how to turn the utilities back on, how to purify water, etc.), and of services being offered by local government, such as pumping basements and debris removal. Also, local government would warn of other related hazards so persons would be alerted to changes in their environment.

Routes of Evacuation

1. Evacuation Routes

A. Any highway, railroad or airport within Clay County

U.S. Interstate 29
U.S. Interstate 35
U.S. Interstate 435
Highway 1
Highway 9
Highway 33
Highway 69
Highway 92
Highway 152
Highway 169
Highway 210
Highway 269
Highway 283
Highway 291
County Road A
County Road B
County Road C
County Road CC
County Road DD
County Road E
County Road EE
County Road F
County Road H
County Road JJ
County Road N
County Road MM
County Road PP
County Road W

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ANNEX K (ESF #6)

IN-PLACE SHELTER

I. PURPOSE

The purpose of this annex is to establish an organization and procedures for In-Place Shelter operations in Clay County and each of the political subdivisions within the county and to protect its residents in or near their homes when an incident has occurred with little or no warning and/or it would **not** be safe for residents to leave their current locations.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Clay County and each of the political subdivisions within the county are subject to several hazards that could threaten the lives and property of its citizens and require In-Place Shelters. Natural and man-made hazards are outlined in the Hazard Analysis in the Basic Plan Appendix 5 section of this document.
2. In-Place Shelters are used in situations requiring protection for residents from the effects of an incident such as hazardous material release, terrorist attack, earthquake, or a tornado when evacuation is not a safe alternative.
3. In some disaster situations such as earthquakes and tornados, local government has a limited ability to provide protection to residents. In such cases proper warning and immediate sheltering instructions are essential.

B. Assumptions:

1. Most homes have at least a one week-supply of food available.
2. Those persons with specific personal requirements such as medications, special food items, diapers etc. should have a limited supply of these items.

III. CONCEPT OF OPERATIONS

- A. General distribution of in-place shelter information to all residents of Clay County and each of the political subdivisions within the county should be done prior to an emergency or disaster. (See Appendix 2 to this annex.)
- B. The In-Place Shelter Coordinator will operate from the EOC. The decision to evacuate or shelter in-place will be made by the Emergency Management Director, the on-scene Incident Commander or their designee. Additional guidance on reception and care operations for in-place sheltering and evacuations can be found in Annex L and Annex J respectively.
- C. The public will be warned to seek appropriate protective shelter and to follow the information from the previously distributed brochures, as well as to stay tuned to their EAS station for further instructions.
- D. Presenting accurate information to residents in protective shelter is one of the most important tasks local government will perform in this function. Therefore, residents will be encouraged to have a radio or television available to receive this information while in protective shelter. A radio capable of functioning on battery power should be available in the event the disaster or emergency involves a power outage.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organization chart for the In-Place Shelter and functions is shown in Appendix I to this Annex.

B. Assignment and Responsibilities

The Emergency Management Director or the on-scene Incident Commander or their designee will make the decision to shelter in-place.

- C. The Emergency Management Director will be the In-Place Shelter Coordinator for Clay County. This Coordinator will operate from the EOC and will coordinate with other EOC Direction and Control Staff. In hazardous materials situations, the Incident Commander will provide advice to the In-Place Shelter Coordinator. Political subdivisions within the county should follow their ordinances and policies regarding an In-Place Shelter Coordinator.
- D. The Public Information Coordinator is responsible for ensuring the public receives timely and accurate in-place shelter information.
- E. Any department or organization involved in this function should provide adequate training to their respective personnel regarding sheltering in-place.

V. DIRECTION AND CONTROL

- A. All in-place shelter operations will be controlled from the EOC when possible.

VI. CONTINUITY OF GOVERNMENT

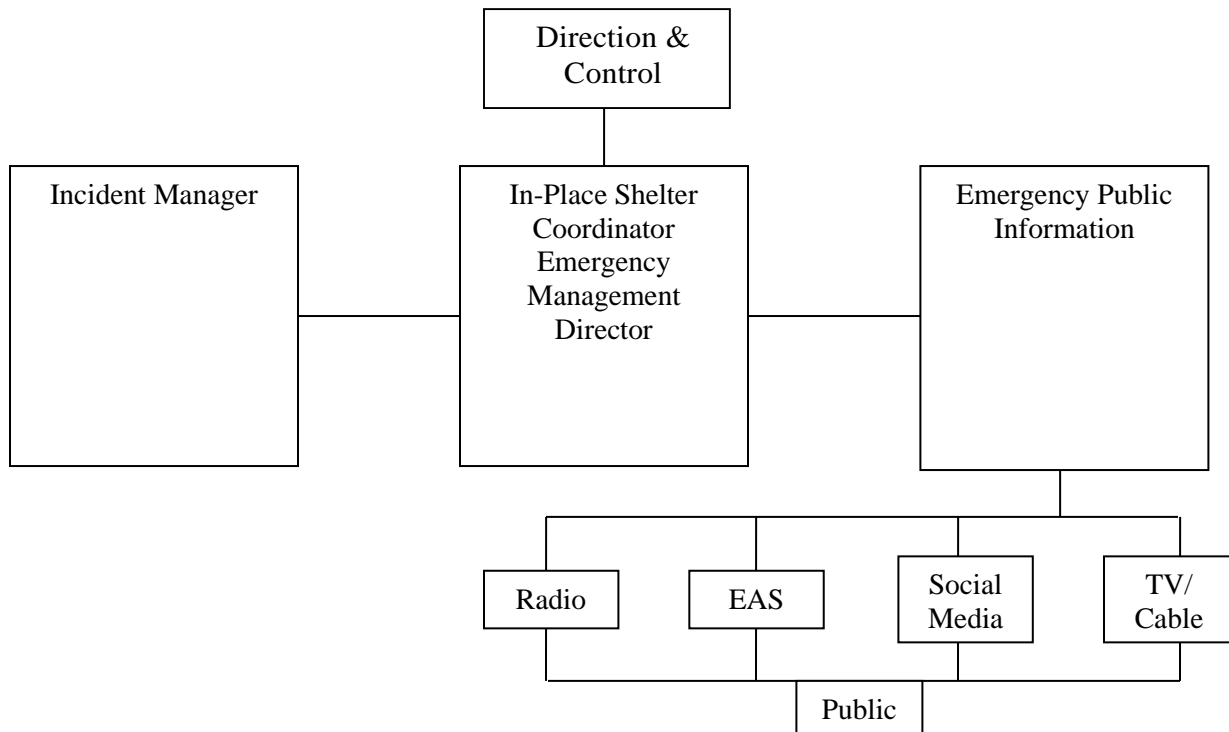
The line of succession for the In-Place Shelter Coordinator is:

- 1. Emergency Management Director
- 2. Fire Chiefs

Appendices

1. In-Place Shelter Organizational Chart
2. In-Place Shelter Guidance

IN-PLACE SHELTER FUNCTIONAL DIAGRAM



ALL-HAZARD IN-PLACE SHELTER GUIDANCE

The following information should be formulated into public information brochures and distributed to all residents prior to an emergency requiring in-place shelter.

Warning for these hazards should be accomplished in accordance with Annex B.

Information should be provided to the local media for broadcast during an emergency and a public awareness program should be developed to encourage residents to keep emergency supplies on hand and develop a family disaster plan. Persons with access and functional needs as well as pets and animals also need to be considered.

TORNADO

If a tornado WARNING is issued and time does not permit resident to travel to public shelters, the best protection during a tornado is to quickly go to the lowest level in the building away from windows. The following protective actions should be relayed to the public:

DURING A TORNADO, THE SAFEST PLACE TO BE IS IN THE BASEMENT UNDER SOMETHING STURDY.

IF THERE IS NO BASEMENT, SEEK SHELTER IN A SMALL INTERIOR ROOM IN THE MIDDLE OF THE BUILDING, SUCH AS A CLOSET OR BATHROOM.

STAY AWAY FROM OUTSIDE DOORS AND WINDOWS.

REMAIN IN SHELTER UNTIL THE ALL CLEAR IS GIVEN FROM AUTHORITIES.

If you are outdoors or driving in a motor vehicle, stop your vehicle and:

Lie flat in a nearby ditch or depression and cover your head with your hands. Be aware of the potential for flooding.

Do not get under an overpass or bridge. You are safer in a low, flat location.

Never try to outrun a tornado in urban or congested areas in a car or truck. Instead, leave the vehicle immediately for safe shelter.

Watch out for flying debris. Flying debris from tornadoes causes most fatalities and injuries.

EARTHQUAKES

Since earthquakes happen with no warning, residents should be prepared to take in-place shelter in their homes for the first 72 hours following a seismic event (See Attachment to Appendix 5 of the Basic Plan). These in-place protective actions should be relayed to the public:

WHEN THE SHAKING STARTS, STAY WHERE YOU ARE - IF INDOORS, STAY INDOORS; IF OUTSIDE, STAY OUTSIDE.

IF YOU ARE INDOORS, GET UNDER A DESK, BED OR OTHER PIECE OF FURNITURE. STAY AWAY FROM GLASS AND WINDOWS.

IF YOU ARE OUTSIDE, GETAWAY FROM BUILDINGS AND UTILITY WIRES UNTIL THE SHAKING STOPS.

HAZARDOUS MATERIALS INCIDENT

If evacuation cannot be accomplished prior to the formation/arrival of a toxic cloud, advising residents to stay indoors and reduce the air flow into these building may be the most effective protective action. The following protective action instructions should be relayed to the public:

TO REDUCE THE POSSIBILITY OF TOXIC VAPORS ENTERING YOUR HOME:

Turn off all ventilation systems including furnaces, air conditioners, fans and vents.

Seal all entry routes as efficiently as possible. Close and lock windows and doors. Seal gaps under doors and windows with wet towels or thick tape such as duct tape.

Seal gaps around air conditioning units, bathroom, and kitchen exhaust fans, stove and grill vents, and dryer vents with duct tape and plastic sheeting.

Close all fireplace dampers.

Close as many interior doors as possible.

If authorities warn of explosion possibilities, close all draperies, curtains, and shades and **STAY AWAY FROM WINDOWS.**

Building superintendents should set all ventilation systems at 100% recirculation so that **NO OUTSIDE AIR** is drawn into the structure.

If you suspect that gas or other vapors have entered your building, take shallow breaths through a piece of cloth or towel.

REMAIN IN PROTECTED, INTERIOR AREAS OF THE BUILDING WHERE TOXIC VAPORS ARE REDUCED UNTIL YOU ARE INSTRUCTED TO DO OTHERWISE.

OTHER

Additional hazards which may require in-place shelter include flooding and winter storms. For more information on these hazards, as well as in-place sheltering, see *"Are You Ready? Your Guide to Citizen Preparedness"* (IS-22, August 2004), published by the Federal Emergency Management Agency.

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ANNEX L (ESF # 6)

RECEPTION AND CARE

I. PURPOSE:

This annex will establish an organization and procedures to provide for the temporary reception and care of people displaced or evacuated from their residence because of an emergency or disaster situation. Additionally, this Annex will establish organization and procedures to provide for the temporary reception and care of pets and other companion and service animals. Finally, this Annex will incorporate organization and procedures for sheltering those with access and functional needs.

II. SITUATION AND ASSUMPTIONS:

A. Situation

1. Localized temporary evacuation within Clay County and each of the political subdivisions within the county is possible because of the various hazards that could confront the population, thus requiring the implementation of Reception and Care operations and the use of public shelters. These hazards include flooding, hazardous materials incidents, severe weather, etc.
2. Facilities are available in Clay County and each of the political subdivisions within the county to temporarily shelter and feed those persons evacuated or displaced by an emergency or disaster. The Greater Kansas City Chapter of the Reception and Care Coordinator has agreements for congregate shelters with various facilities in Clay County and will open shelters in coordination with Clay County Emergency Management when requested. (See Appendix 2 to this Annex).
3. Outside assistance may be available from both private and governmental sources however this assistance may be limited.

B. Assumptions

1. Affected persons will respond as directed by local government officials.
2. A percentage of the evacuees will stay with friends or relatives.
3. All persons or groups who control or own potential shelters will cooperate and make their facilities available.
4. Assistance by relief agencies along with assistance from outside the county will be available if required and/or requested. All health and medical personnel and equipment should be available to respond to an emergency or disaster requiring the opening of a shelter.

5. Private and non-county resources should be available to assist with health and medical activity. The Medical Reserve Corps of Kansas City (MRCKC) is a good source of additional personnel. These resources should provide the necessary cooperation with the Health and Medical Coordinator as required.
6. Federal and State laws require that children and adults with disabilities have equal opportunity to access emergency programs and services including emergency sheltering. Therefore, all facilities designated as emergency shelters shall meet ADA requirements.

III. CONCEPT OF OPERATIONS:

A. General

1. Clay County and each of the political subdivisions within the county has the responsibility for ensuring reception and care services.
2. The Clay County Emergency Management Director will serve as the Reception and Care Coordinator unless another person is named to that position by the Clay County. Operations will be directed and coordinated from the primary EOC, or a facility designated at the time reception and care becomes necessary.
3. Support to Reception and Care operations will be provided by Clay County and each of the political subdivisions within the county as required and private relief organizations as available. Such support would include law enforcement, public information, communication between shelters and the EOC, mass feeding, temporary housing, and handlers for pets and service animals as well as staffing for access and functional needs populations etc.
4. The role of Clay County and each of the political subdivisions within the county will be to:
 - a. Monitor Reception and Care operations and provide coordination within their jurisdiction.
 - b. Assist in locating and opening approved shelters within their jurisdiction.
 - c. Provide resource assistance in accordance with Annex G.
 - d. Open animal shelters for non-service animals as necessary. It is preferable that the animal shelter be in close proximity to the mass care shelter. Service animals will be allowed in the general population/functional needs shelters.

- e. Access and Functional Needs populations will be integrated into general population shelters whenever possible. See Appendix 4 for more specific information regarding functional needs populations.
- 5. The Emergency Management Director of each political subdivision in which a shelter is located and open will support the Reception and Care Coordinator in:
 - a. Emergency mass feeding operations.
 - b. In cooperation with the county Public Information Coordinator and Reception and Care Coordinator Liaison will ensure the public receives timely and accurate shelter information.
 - c. Assigning and managing trained reception and care center teams.

B. Actions to be Taken by Operating Time Frames

1. Mitigation:

- a. Identify suitable shelter to protect people from the risk conditions assumed. Keep current records on facility locations, capacity, feeding capabilities, ownership, contact person, etc. (see Appendix 2 to this Annex).
- b. Work with supporting county/city departments and private relief agencies to develop a Reception and Care SOG that establishes registration procedures, develop necessary registration forms, etc.
- c. Identify facilities appropriate for mass feeding.
- d. Identify population groups that would require special assistance (i.e., institutionalized, or individuals with functional needs, etc.) and make special plans for them, including identifying appropriate lodging/shelter facilities. Functional needs populations will be integrated into general population shelters.
- e. Recruit and enlist other organized groups (religious, civic, fraternal, etc.) to assist in Reception and Care operations.
- f. Provide necessary training for Reception and Care personnel.
- g. Maintain list of potential sources of supplies such as cots, blankets, food (including food for service animals), eating utensils, consumable medical supplies, durable medical equipment, etc.
- h. Develop procedures to allocate people to lodging and feeding facilities.
- i. Develop methods for managing reception and care activities (registration, staffing, lodging, feeding, pertinent evacuee information, etc.).

- j. Identify shelter facilities for pets and animals following Clay County pet plan. (See Appendix 5 to this Annex.)

2. Preparedness:

- a. Analyze pending emergency and alert appropriate Reception and Care personnel and/or groups and organizations.
- b. The Reception and Care Coordinator will establish contact with shelter owners/operators to determine the availability of identified shelters.
- c. The Reception and Care Coordinator will check on status of available supplies.
- d. Ensure forms are ready for registration.
- e. Report to Direction and Control on the situation status of Reception and Care operations.
- f. Participate in tests, exercises, and drills regarding Reception and Care.
- g. Identify facilities within commuting distance of the hazardous area for essential workers and their families if appropriate. Also consider sheltering of essential workers pets if necessary.
- h. Identify facilities appropriate for sheltering pets/service animals and agencies capable of providing assistance.
- i. Identify access and functional needs support services and animal care functions that may be necessary at mass care facilities.

3. Response:

- a. Open shelters and activate personnel to staff them as required by the situation. Upgrade shelters if necessary and where appropriate.
- b. Provide listing of shelters that have been activated to the EOC, Direction and Control and the Public Information Coordinator for release to the news media.

(Note: shelters must have authorization from the Clay County EOC and the Reception and Care Coordinator before they open. This authorization is received at the time of the disaster after the need for shelters has been determined. Shelters opening spontaneously may not be supported by Clay County or the political subdivisions locate, within the county or by the Reception and Care Coordinator because of limited resources and to avoid duplication of services. A list of facilities designated as a possible shelter in an emergency is located in Appendix 2 of this Annex. Even though a facility appears on this list authorization is still necessary before opening if the facility expects support from Clay County and each of the political subdivisions within the county and the Reception and Care Coordinator.)

- c. Register evacuees, assign shelters, and maintain listing of shelter population.
- d. The Reception and Care Coordinator and the Salvation Anny will conduct feeding operations at shelters authorized by the Clay County EOC and the Reception and Care Coordinator. (This may include just assisting private agencies).
- e. The Clay County EOC and the Reception and Care Coordinator will monitor sheltering operations to ensure an even distribution of victims to all shelters.
- f. The Reception and Care Coordinator will provide an information service for victims needing additional services (i.e., locating and reuniting them with their families/relatives).
- g. The Reception and Care Coordinator will compile records for use in Damage Assessment and recovery (i.e., statements of charges for supplies, damage to shelter, problems encountered with victims, etc.).
- h. Maintain contact and coordination with the EOC.
- i. Provide for the rescue, care, shelter and essential needs of household pets and service animals owned by disaster victims. Provide these services prior to, during and following a disaster.
- j. Monitor sheltering operations to ensure an even distribution of victims to all shelters.

4. Recovery:

- a. Maintain level of Reception and Care operations as required by the situation.
- b. Continue to assist in locating and reuniting victims and their relatives. This also includes reuniting children separated from their families as well as pets that may have become lost or sheltered during the emergency or disaster.
- c. Assist as required in the administering of federal and state disaster assistance.
- d. Continue operations until situation returns to normal

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES:

A. Organization

The organizational chart for the reception and care function is shown in Appendix I to this annex.

B. Assignment of Responsibilities

1. Overall responsibility for reception and care operations rests with Clay County and each of the political subdivisions within the county. The Greater Kansas City Chapter of the Reception and Care Coordinator is the primary resource from the voluntary agency sector for congregate sheltering. The Salvation Army has agreed to coordinate and open their existing facilities for congregate shelters if needed.
2. The Reception and Care coordinator is responsible for developing the necessary plans and procedures to ensure a capability for Reception and Care operations which will include shelter and feeding operations.
3. Supplies and other resources will be the responsibility of the Reception and Care Coordinator and the Salvation Army and supported by the Resource and Supply section.
(See Annex G.)
4. Medical care and public health measures in the shelters will be provided by the Health and Medical section. (See Annex M.)
5. Communications will be provided by the Clay County Sheriff's Department and the various police departments in the county. They may be supported by Northland ARES Amateur Radio when necessary.
6. Clerical support for compiling data will be provided by the Clay County Emergency Management Office. Some of the records maintained by the EOC could include locations of shelters, number of beds available at each shelter, requests for food and other supplies, and number of meals served at each shelter.
7. MOVOAD, the Humane Society will assist with rescue, care and shelter for household pets and service animals owned by disaster victims if requested by the Clay County Pet Coordinator and or the Clay County Emergency Management Director.
 - The MO Humane Society will coordinate rescue, care and shelter for household pets and service animals owned by disaster victims.
8. The Missouri Veterinary Medical Association (MVMA) will assist the Clay County Pet Coordinator and the Clay County Emergency Manager with communication and coordination of private sector veterinarians when requested.

V. DIRECTION AND CONTROL:

- A. Direction and control of Reception and Care operations will vary according to the extent of the disaster or emergency situation. In a large-scale disaster, operations will be coordinated from the Clay County EOC.
- B. In a limited disaster or emergency situation, Reception and Care operations will be controlled from normal day-to-day office locations if possible, or at a site designated by the Emergency Management Director.
- C. All requests for outside assistance will be made through the Clay County EOC.

VI. CONTINUITY OF GOVERNMENT:

- A. The line of succession for each operating reception and care organization/agency will be as explained in the standard operating guidelines established by each.
- B. Records of actions taken, and resources expended will be maintained in the EOC and will be transferred with the EOC should it be moved.

VII. ADMINISTRATION AND LOGISTICS:

A. Administration

- 1. Reception and Care personnel will complete the necessary forms and compile essential information to include:
 - a. A record of shelters used (including name of owner/operator)
 - b. Number of people sheltered
 - c. Number of meals served
 - d. Public information releases
 - e. Supplies ordered and receipts for all goods obtained
 - f. Any damage to shelters
 - g. Shelter registration form (see sample in Appendix 3 to this Annex.)
- 2. Procedures should be developed for using all forms, compiling information, and providing data to the EOC.

3. Shelter management training should be instituted to train a small cadre of managers and volunteers.
4. All completed forms shall be sent to the Clay County Emergency Management Director.

B. Logistics

1. If possible, procurement of necessary supplies will be accomplished through normal acquisition channels.
2. During unusual or life-threatening situations, normal purchasing procedures may be set aside, and emergency procedures as set forth in County Court orders and/or City ordinances will be implemented.
3. Local firms will be given preference when contracting for resources to cope with an emergency situation.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE:

A review and update of this annex will be completed annually by the Clay County Emergency Management Director.

Appendices

1. Reception and Care Organizational Chart
2. Reception and Care Resources
3. Shelter registration Form
4. Functional Needs Sheltering (Formerly Special Needs).
5. Clay County Pet Sheltering Plan
6. Pets in Disaster Standard Operating Guide

Attachment

"Operating Guidelines for Animal Rescue Volunteers in Clay County"

Appendices Kept by the Greater Kansas City Chapter of the Reception and Care Coordinator and the Emergency Management Director

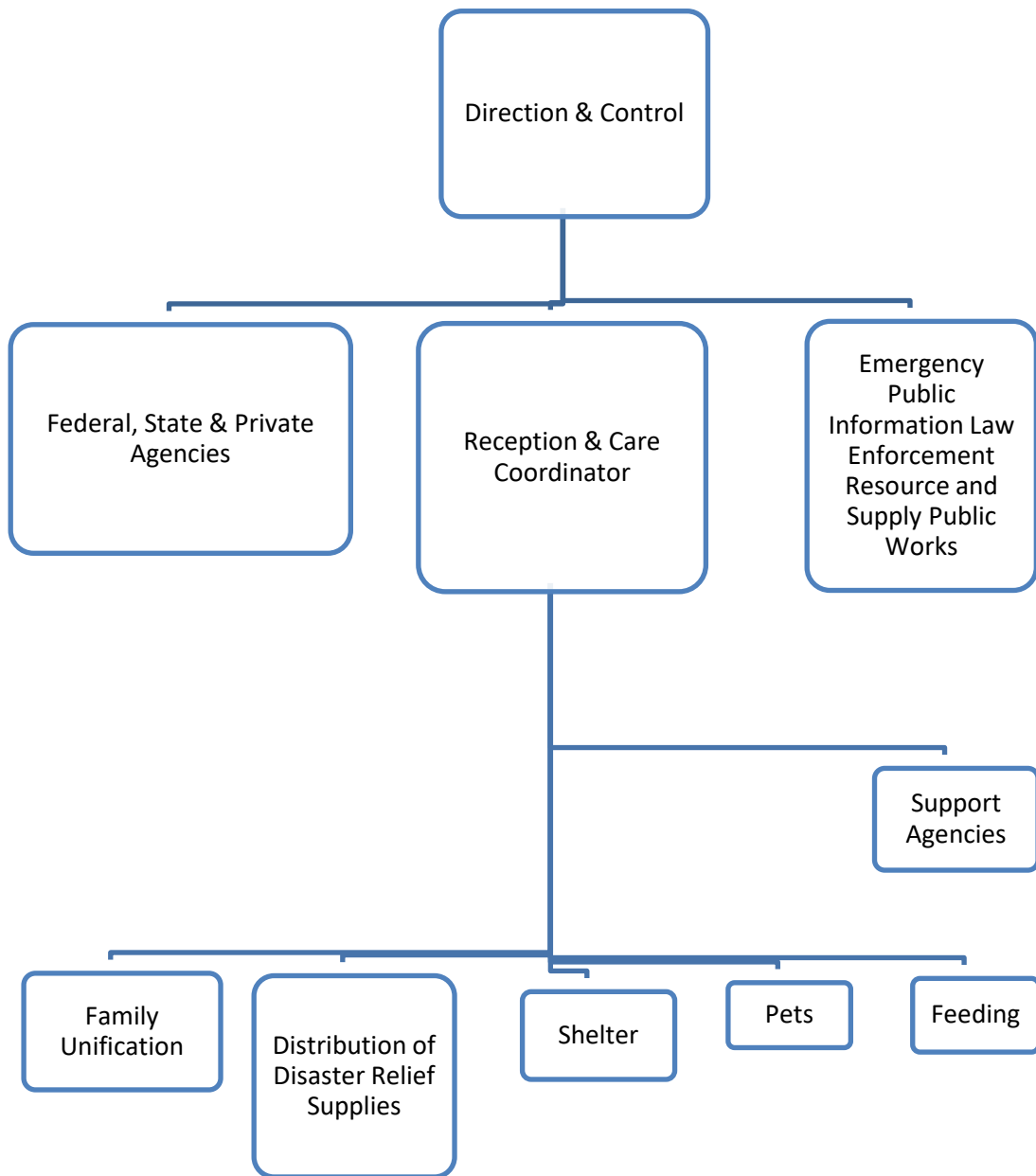
Salvation Army and Red Cross Disaster SOGs

Shelter Management Handbook

SOGs for compiling shelter information

Call-up lists

Shelter inspection and inventory forms



Reception and care operations will depend largely upon the cooperation of shelter owners and various church, civic, and volunteer organizations

RECEPTION AND CARE RESOURCES

In an emergency, which results in a limited amount of people being evacuated, the Red Cross and Salvation Army have identified the following facilities as potential lodging and mass feeding sites in Clay County.

SHELTER NAME	ADDRESS	CITY	POC Phone #	CAPACITY
Excelsior Springs High School	612 Tiger Drive	Excelsior Springs	816 826-6065	450
Lewis Elementary	501 Leavenworth	Excelsior Springs	816 826-6065	275
Excelsior Springs Middle School	701 Crown Hill Rd.	Excelsior Springs	816 826-6065	190
Westview Elementary	500 Jesse James	Excelsior Springs	816 826-6065	80
St. Ann's Catholic Church	1503 Tracy St.	Excelsior Springs	816 630-2002	67
Elkhorn Elementary	Hwy. 10 East	Excelsior Springs	816 826-6065	60
Pisgah Baptist Church	112 Pisgah Dr.	Excelsior Springs	816 630-5121	20
NKC Community Center	1999 Iron	Kansas City	816 591-8409	575
Oak Park High School	825 NE 79 th Terrace	Kansas City	816 413-5008	375
Winnetonka High School	5815 NE 48 th St.	Kansas City	816 413-5008	350
Northgate Middle School	2117 NE 48 th St.	Kansas City	816 436-5201	300
North Kansas City High School	620NE 23 rd Ave.	Kansas City	816 413-5008	280

New Mark Middle School	515 NE 106th	Kansas City	816 436-5201	270
East Gate Middle School	4700NE Parvin Rd.	Kansas City	816 413-5008	250
Antioch Middle School	2100 NE 65th	Kansas City	816 436-5201	250
Maple Park Middle School	5300N. Bennington	Kansas City	816 413-5008	240
North Cross United Methodist Church	1321 NE Vivion Rd.	Kansas City	816 452-2939	190
Northland Cathedral	101 NW 99th St	Kansas City	816 455-2555	184
Kansas City North Community Center	3930 NE Antioch Rd	Kansas City	816 513-7533	172
St. Charles Church	900 Shady Lane	Kansas City	816 436-0880	114
Antioch Bible Baptist Church	800NE 72nd St.	Kansas City		50
Winwood Baptist Church	4513 N Jackson	Kansas City	816 453-4500	20
William Jewel College	500 College Hill	Liberty	816 781-7700	1500
Pleasant Valley Baptist Church	1600N 291 Hwy	Liberty	816 781-5959	401
Liberty High School	200 Bluejay	Liberty	816 522-0700	340
Liberty Community Center	1600 Withers Rd.	Liberty	816 918-4994	81
Second Baptist Church	309 E Franklin 645 S.	Liberty	816 781-2824	20
Smithville High School	Commercial Ave.	Smithville	816 532-0406	250
First Baptist Church	300 S. Bridge	Smithville	816 532-0164	42
First Christian Church Smithville	20I Bridge St	Smithville	816 532-0773	30
<u>TOTAL CAPACITY</u>				7426

List of Shelter capacities is kept by the Red Cross and the EOC.

RESOURCES:

Reception and Care Coordinator (Greater K. C. Chapter),

24-hr.....816-931-8400

After-Hours Dispatch.....816-346-0950

After-Hours Admin.....816-247-7764

FAX.....816-756-5495

Salvation Army.....816-471-4337

Pager.....800-511-7504

Clay County Health Department.....816-781-1600

.....816-781-4430

Missouri Voluntary Organizations Active in Disasters (MOVOAD)

SEMA Statewide Volunteer Coordinator..... 573-526-9132

Shelter Registration Form

FAMILY NAME _____					
HOME ADDRESS _____					
FIRST NAMES	AGE	SEX	OCCUPATION	OTHER SKILLS	DISABILITIES
1. Head of family					
2. Others					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
ASSIGNED SHELTER _____					

Access and Functional Needs Sheltering

(Formerly Special Needs Sheltering)

This Appendix only deals with the sheltering of access and functional needs populations. Other emergency measures regarding persons identified as members of a functional needs' population will be found elsewhere in the LEOP as they are developed.

NOTE: Where the term "integrated shelter" is used, it is referring to a shelter housing both individuals with access and functional needs as well as individuals without access or functional needs. Whenever possible, the shelter should be integrated. Those individuals with access or functional needs are no longer assigned to specific-needs shelter separate from the general population.

I. PURPOSE:

The purpose of this appendix will establish an organization and procedures to provide for the temporary reception and care of access and functional needs populations displaced or evacuated from their residences because of an emergency or disaster.

II. DEFINITION AND CRITERIA:

A. Definition

The National Response Framework (NRF) defines access and functional needs (formerly special needs) populations as those who may have additional needs before, during or after an incident in functional areas including, but not limited to:

- Maintaining independence
- Communication
- Transportation
- Supervision
- Medical care

B. Criteria

Criteria for a Functional Needs Shelter client may include, but not limited to:

1. A person with a stable medical condition that requires periodic observation, assessment, and maintenance (i.e., glucose readings, vital signs, ostomy care, urinary catheter). Special care should be taken with people who need ostomy care or who have urinary catheters because the exposure to possible Methicillin-resistant Staphylococcus (MRSA) virus is greater in these populations. Whenever possible, persons with risk of MRSA should go to the hospital.

2. A person requiring periodic wound care assistance (i.e., dressing changes);
3. A person with limitations who requires assistance with activities of daily living;
4. A person requiring and needing assistance with oral, subcutaneous, or intramuscular injectable, or topical medication;
5. A person requiring minimal assistance with ambulation, position change and transfer (i.e., able to move more than 100 feet with or without an assistive device);
6. A person requiring oxygen that can be manually supplied;
7. Any person medically dependent on uninterrupted electricity for therapies including but not limited to oxygen, nebulizer, and feeding tubes. Ventilator-dependent persons and persons with multiple special needs requiring a higher level of care, may need to be referred to a skilled medical facility;
8. A person with mental or cognitive limitations requiring assistance who is accompanied by an appropriate fulltime caregiver for the duration of their stay in the shelter;
9. A person requiring full-time care who is accompanied by an appropriate full-time caregiver for the duration of their stay in the shelter;
10. A person whose weight does not exceed the safety weight restrictions of provided cots, or specialized beds when available. Every effort should be made to provide a bariatric bed or cot whenever possible and necessary.
11. It may be necessary to refer registered sex offenders to a separate site specifically designed for that population.

III. SITUATION AND ASSUMPTIONS:

A. Situation

1. Localized temporary evacuation could occur within Clay County and any of the political subdivisions within the county because of the various hazards that may confront the access and functional needs population, thus requiring the implementation of integrated Functional Needs/General Population Shelter operations and the use of public shelters. These hazards include, but are not limited to flooding, hazardous materials incidents, tornadoes, blizzards, power outages, catastrophic events, and other natural or man-made disasters.
2. Facilities are available in Clay County and each political subdivision within the county to temporarily shelter, feed, and provide some limited care to functional needs populations who evacuated or are otherwise displaced by an emergency.
3. Outside assistance in providing and staffing an integrated shelter may be available from both private and governmental sources.

B. Assumptions

1. Affected functional needs persons may be unable to respond to the shelter without assistance.
2. A percentage of the evacuees will stay with friends or relatives.
3. All persons or groups who own shelters suitable for functional needs populations will cooperate and make their facilities available.
4. Assistance from social service agencies, relief agencies, Medical Reserve Corps of Kansas City, and other governmental and non-governmental entities both within and outside the county, will be available if requested. All medical personnel and equipment should be available to respond to an integrated shelter if requested.
5. Some functional needs individuals will arrive with their own caregivers.
6. Not all individuals with functional needs will arrive with their medications. Arrange to get medications for these individuals whenever possible.

IV. CONCEPT OF OPERATIONS:

A. General

1. Clay County Health Department, Clay County government and each of the political subdivisions within the county has the responsibility for providing functional needs sheltering services when shelters are open. These services should be integrated in general population shelters whenever possible.
2. Operations of the functional needs portion of an emergency shelter will be under the direction and control of the Clay County Health Department. Operations will be directed and coordinated from the EOC, or a facility designated by the emergency manager of the affected jurisdiction.
3. Clay County and each of the political subdivisions, as required, will provide support to functional needs individuals within integrated shelters by private relief organizations as available. Such support would include law enforcement, public information, communication between shelters and the EOC, and mass feeding.
4. Allow Service animals into the integrated shelter. If the functional needs person has a service animal, allow the service animal to enter the shelter. Exclude service animals from a shelter only if the animal's behavior is a direct threat to the health and safety of people. Under the ADA a service animal is any animal that is individually trained to provide assistance to a person with a disability. Shelter staff can only ask two questions to determine if an animal is a service animal.
 - (1) "Is this a service animal required because of a disability?"
 - (2) "What work, or tasks has the animal been trained to perform?" If the answers to these questions reveal that this animal has been trained to perform services for a person with a disability, it qualifies as a service animal and must be allowed to accompany its owner anywhere other members of the public are allowed to go.

NOTE: The ADA does not allow the shelter staff to question a person's need for a service animal on the grounds that the staff can provide the same services as the animal in the shelter. Also under ADA, shelter staff may not require a license, certification, ID tag, medical certificate, or any other type of documentation for a service animal.

The role of Clay County and each of the political subdivisions within the county will be to:

- a. Monitor the functional needs populations within the shelter and provide coordination within their jurisdiction.
- b. Assist the Clay County Health Department in integrating functional needs populations in general population shelters within their jurisdiction.
- c. Identify caregivers to support functional needs populations within their jurisdiction.

- d. Along with the Reception and Care Coordinator, provide resource assistance to integrated shelters.

The emergency management director of each political subdivision in which a shelter with an integrated population is located and open will assist the Clay County Health Department and the Reception and Care Coordinator in emergency mass feeding.

Additional services are available from the Missouri Department of Social Services (DSS). DSS can provide the following services:

- In the event of an emergency, DSS could provide up to 36 "Go Team" members depending upon the need. The "Go Teams" consist of staff from all three counties (Jackson, Clay, and Platte) that divide into 3 teams of 12. These team members will have Reception and Care Coordinator training and will serve the immediate area first and surrounding areas if asked. They are available to provide support to the Reception and Care Coordinator and others who take the lead, as Family Support Division take the lead for the Department of Social Services. DSS can also provide supportive services such as emergency or replacement benefits.

Contact for these services from DSS:

Cindy Mason County Manager
Cindy.L.Mason@dss.mo.gov

7000 Liberty Drive
Liberty, MO 64068
816 407-5800 Phone
816 407-1784 Fax

B. Actions to be taken by Operating Time Frames

1. Mitigation:

- a. The Clay County Emergency Management Director, along with the Clay County Health Department, should work together to pre-identify suitable shelters to house functional needs populations who have evacuated or otherwise been displaced during an emergency or declared disaster. These shelters must be ADA-compliant and should be in an integrated setting.
- b. Work with supporting county/city departments and private relief agencies to develop SOGs that establish registration procedures, including triage for those persons arriving at shelters with functional needs. Develop necessary forms for registration and care recordkeeping.
- c. Identify population groups that would require special assistance and make special plans for them including locating and identifying appropriate lodging and shelter for them.
- d. Recruit and enlist other organized groups that have skills necessary to provide services to functional needs individuals in an integrated shelter. These skills include but are not limited to emergency medical technicians (EMT) paramedics, nurses, physicians, translators (for both language- and hearing-impaired), and a hospice generalist.
- e. Provide necessary training for shelter staff particularly in the area of dealing with individuals with functional needs.
- f. Maintain a list of potential sources of supplies such as cots, blankets, food, eating utensils, adult diapers, wheelchairs, "sippy straws," toilet paper, denture adhesive, etc.
- g. Develop methods for managing reception and care activities at integrated shelters.
- h. Appropriate agencies such as the Clay County Health Department, Clay County, and local emergency management directors, should identify medical and mental health needs that may be necessary at integrated needs shelters.

2. Preparedness:

- a. Analyze pending emergency and alert appropriate personnel regarding integrated sheltering.
- b. Ensure forms are ready for registration.
- c. Report to direction and control on the situation status of integrated sheltering operations.
- d. Participate in tests, drills, and exercises at least annually.

3. Response:

- a. Open integrated shelters and activate personnel to staff them as required by the situation.
- b. Provide a listing of integrated shelters that have been activated to Direction and Control staff and the Clay County Public Information Coordinator for release to the news media.

(Note: Integrated shelters must have authorization from the Clay County Health Department, the Reception and Care Coordinator, and the Clay County EOC before they open. Neither the Clay County Health Department nor the Clay County EOC will support integrated shelters that spontaneously open due to limited resources and to avoid unnecessary, duplication of service. This authorization is given at the time of the disaster after the need for shelters has been determined. A list of designated facilities as possible shelters appears in Appendix 4 of Annex L. Even though a facility appears on this list, authorization is still needed before opening if the facility expects to be supported by Clay County and each of the political subdivisions located within the county.)

- c. Register evacuees, assign shelters, and maintain listing of access and functional needs populations.
- d. Clay County Health Department and the Clay County EOC, along with the Reception and Care Coordinator, will monitor sheltering operations to ensure an even distribution of survivors to all shelters.
- e. Maintain contact and coordination with the local and Clay County EOC.

4. Recovery:

- a. Maintain level of reception and care at integrated shelters as required by the situation.
- b. Continue assisting in locating and reuniting survivors and their relatives.
- c. Assist as required in the administration of state and federal disaster assistance.
- d. Continue operation of integrated shelters until consolidated, an alternate care facility is located, or the order to close the shelters is given.

V. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES:

A. Assignment of Responsibilities

- 1. Overall responsibility for reception and care operations rests with local government.
- 2. The Reception and Care Coordinator is responsible for working with the Clay County Health Department in developing the necessary plans and procedures to ensure a capability to operate an integrated shelter with particular attention to those individuals with access and functional needs.
- 3. Supplies and other resources will be the responsibility of the Resource and Supply Section. (See Annex G).
- 4. Medical care and public health measures in integrated shelters will be provided by the Clay County Health Department, consistent with their protocols, training, and skill level with assistance from other health professionals such as EMTs, paramedics, and nurse practitioners, when necessary. Some of the resources for these professionals include local fire and EMS units, Medical Reserve Corps of Kansas City, Park University School of Nursing, William Jewell College School of Nursing, and physicians' offices.
- 5. The Clay County Sheriff's Department, Northland A.R.E.S., and various first- responder agencies in the county will provide communications.
- 6. Clerical support for compiling data will be provided by the Clay County Emergency Management office, and if necessary trained CERT volunteers. Some of the records maintained by the EOC could include locations of integrated shelters, number of beds available at each shelter, requests for food, medical and other supplies, and number of meals fed at each shelter.

VI. DIRECTION AND CONTROL:

- A. Direction and control of reception and care operations for integrated sheltering will vary according to the extent of the disaster or emergency. If possible, operations should be coordinated from the affected local jurisdiction's EOC. In a large-scale operation, the operation will be coordinated from the Clay County EOC.
- B. All requests for outside assistance must be made through the Clay County EOC so that they can keep SEMA advised of the situation. Some of the resources for an integrated shelter may have to be requested by SEMA especially if federal resources are being requested.

VII. CONTINUITY OF GOVERNMENT:

- A. The line of succession for each operating reception and care organization or agencies dealing with sheltering will be as explained in the standard operating guidelines established by each of those organizations or agencies.

VIII. ADMINISTRATION AND LOGISTICS:

A. Administration

1. Reception and care personnel will complete the necessary forms and compile essential information to include:
 - A record of shelters used to include name of owner/operator
 - Number of people sheltered
 - Number of meals served
 - Public information releases
 - Supplies ordered and used and receipts for all goods obtained
 - Any damage to shelters
 - Shelter registration forms
 - Additional forms pertaining to access and functional needs populations.
2. Procedures should be developed for using all forms. Compiling information and providing data to the EOC.
3. Shelter management training should be instituted to train a small cadre of managers. This includes training to deal with individuals with access and functional needs as well as those individuals without functional needs.
4. All completed forms shall be sent to the Clay County EOC.

B. Logistics

1. If possible, procurement of necessary supplies will be accomplished through normal acquisition channels.
2. During unusual or life-threatening situations, normal purchasing procedures may be set aside, and emergency procedures as set forth by county ordinance and or local city ordinances will be implemented.

IX. SHELTER OPERATION:

A. Shelter Management

1. The functional needs portion of the shelter shall be managed under the direction of the Clay County Health Department. Medical staffing for the functional needs portion of the shelter shall be 24/7 as long as the need for the shelter exists, and there are patients at the shelter. A registered nurse (RN) should be in charge on each shift. Additional staffing may be accomplished using emergency medical technicians, paramedics, licensed practical nurses (LPN) nurse practitioners or other medically trained individuals including members of the Medical Reserve Corps of Kansas City.
2. The services provided to the functional needs portion of the shelter shall be limited by the training and skill level of the staff. For example, if no one on staff is qualified to perform dialysis, then that service would not be performed in the shelter. If a patient requires dialysis, the staff will forward the requests to the EOC which, in-turn, will try to make arrangements with a dialysis provider to perform those services.
3. While the shelter is open 24/7, shifts should be no longer than 12 consecutive hours for any staff member.
4. Triage stations should be established at each shelter to determine if an individual needs more definitive care than can be provided in an integrated shelter. If more care is required, every effort should be made to assist the individual find and access the more definitive care.
5. If possible, every effort should be made to keep families together, especially if a family member is a caregiver.
6. Consideration should be given to adding additional specialized staff to the integrated shelter if a significant number of individuals needing care arrive at the shelter. The specialized staff should include, but not be limited to a hospice liaison, sign language interpreter, a trained lactation consultant, staff trained to work with young children, (especially if the child has been separated from his/her parents), readers for the blind, language interpreters (these may be available from

the Rosetta Society at the Department of Public Safety at Park University, 816-584-6444). A mental health professional should also be on staff, as should persons trained in CPR and in using an Automatic External Defibrillator (AED). An AED should be on the premises at all times.

7. Individuals with access and functional needs may arrive at the facility without their medications. Arrangements should be made to ensure that an individual receives the needed medication. This may be particularly necessary in the case of someone who has a severe mental condition that is controlled by medication.
8. If a functional need patient arrives at the shelter with a caregiver, the caregiver should be allowed to stay with the patient.

This plan should be reviewed annually by the Clay County Emergency Management Director, Reception and Care Coordinator, and the Clay County Health Department. The plan also should be tested annually using Homeland Security Exercise Evaluation Program Guidelines (HSEEP).

Animal Response Plan

INTRODUCTION:

Clay County recognizes a need for pro-active disaster planning for its agencies, businesses, and individual citizens. This animal disaster plan has been developed:

- To assist emergency management staff and first responders in addressing emergencies and disasters affecting animals.
- To promote responsible animal care and companionship and reduces harmful interaction between humans and domestic animals in the event of a disaster.
- To organize a system to allocate proper and pertinent resources. (For emergencies, involving livestock see Annex P.)

Failure to plan for the animal population will affect the viability of disaster plans for people. For instance, if the disaster warrants an evacuation, many people will not evacuate without their animals or will delay their own evacuation to first make preparations for animals they must leave behind. These refusals or delays begin a chain reaction that can seriously jeopardize the overall disaster plan.

Furthermore, failure to plan for animals prior to an emergency may lead to serious public health concerns during an incident. Injured, ill, or dead animals can pose disease and injury hazards to the public, which may add strain to an already overtaxed emergency medical system.

Note: Under U.S. Department of Homeland Security guidelines, members of the local animal response group who have a direct and active role in the response process likely will need to meet NIMS requirements.

The Clay County Emergency Management staff can answer questions regarding local plans or NIMS compliancy issues.

Incident Command System classes can be taken online for free from FEMA. At a minimum, everyone working on a disaster should take the following course: IS-100b an *Introduction to the Incident Command System*. It can be found at <http://training.fema.gov/IS/>

I. PURPOSE:

To protect the public health, domesticated animal resources, the environment, and to ensure the humane care and treatment of animals in case of an emergency, including floods, severe storms, tornadoes, drought, fire, explosion, building collapse, commercial transportation accidents, chemical spills, winter storms, power outages, or other situations that can cause animal suffering.

II. SITUATION AND ASSUMPTIONS:

A. Situation

1. Clay County and each of the political subdivisions within the county could be affected by several types of disasters requiring the sheltering of domestic animals.
2. Domestic animals may be left unattended during an emergency evacuation and may need care-in-place.
3. Domestic animals may have been injured during the disaster and need veterinary Care.

B. Assumptions

1. In the event of an emergency, care and control measures outlined herein will apply to all domestic animals regardless of ownership.
2. Domestic animals: are defined as a domesticated animal such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than commercial purposes, can travel in commercial carriers, and be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes.
3. Veterinarians and other individuals trained in the handling, care and sheltering of animals will be available during a disaster.
4. Individuals and companies with facilities suitable for animal shelters will make them available in a disaster.
5. If Clay County or any of the political subdivisions find themselves with insufficient manpower or special expertise to properly run an emergency animal rescue and shelter operation, a request for assistance from the State may be made through the Clay County EOC.

6. Private and non-county resources such as Northland CERT and Northland ARES etc. should be available to assist in conducting animal rescue and shelter operations provided, they have proper training.
7. The owners of household pets, and exotics, when notified of an impending emergency or disaster, will take reasonable steps to shelter and provide for animals under their care and/or control. Owners of animals should make every effort to have all animals identified and to maintain records of this identification.
8. Animal protection planning should ensure the proper care and recovery of animals affected during an emergency. This should include measures to identify housing and shelter for animals, establish methods of communicating information to the public, collect stray or lost animals, procure necessary supplies for the care of the animals, and plan for animal release and return to owners.
9. During emergencies, public information statements, including locations accepting animals, are available through the Clay County Public Information Coordinator (PIC) via various media outlets.
10. A large-scale emergency or disaster in Clay County may warrant an immediate response from state and local personnel, agencies, and organizations. However, the emergency or disaster may require activation of additional specialized agencies.

III. CONCEPT OF OPERATIONS:

A. General

- I. The Clay County Emergency Management Director shall appoint an individual to serve as Pet Coordinator for the county. Political subdivisions within the county may appoint their own Pet Coordinator. If a political subdivision chooses not to appoint a Pet Coordinator, then the Clay County Pet Coordinator shall serve as the Pet Coordinator for that political subdivision if that subdivision is the only entity affected by a disaster. If more than one subdivision is affected by a disaster, then the Clay County Pet Coordinator shall serve as the lead Pet Coordinator for the disaster.
2. The Clay County Emergency Management Director may appoint several members to a Clay County Animal Control Group (ACG). Members appointed to this group shall have training and expertise in the handling, care, rescue and sheltering of animals in a disaster. Group members could represent organizations or professions such as veterinarians, veterinary technicians, recognized disaster animal response teams (DART), animal control officers, animal shelters, animal boarding facilities, animal welfare societies, individuals with trained search dogs etc. The Clay County Animal Control Group will act as an advisory group to the Clay County Emergency Management Director on all matters relating to the

rescue, care and sheltering of animals in a disaster. Members of this group may also be tasked with the actual rescue and sheltering of animals in a disaster.

Members of this Group shall serve at the pleasure of the Clay County Emergency Management Director.

3. Members of the ACG will respond upon request of the Clay County Pet Coordinator or the Clay County Emergency Manager. Members of the ACG will not self-deploy.
4. It is important to note that animals should be classified broadly into two categories: privately owned and publicly owned. Companion animals are private property; they belong to individuals or entities. Wildlife, both game and non-game species, belong to the people of the State of Missouri, and separate laws govern them.
5. Determining the number and type of animals in Clay County is an important component of planning for an emergency. Estimating the number of companion animals in the area is crucial for resource planning.

Nationally, approximately 60% of households own companion animals, with most owning more than one animal. The American Veterinary Medical Association provides estimation formulas for dogs, cats, and birds at www.avma.org/membshp/marketstats/formulas.asp. Another helpful Web site is the U.S. Census Bureau at www.census.gov.

6. The American Pet Products Manufacturer's Association can be accessed at www.apprna.org. The sheltering, protection, and identification of domestic animals (not including livestock) are the responsibility of their owners. In times of extreme necessity, public interest may take precedence.

Owners that are unable to care for domestic animals that are lost, stray or a danger to themselves or the public will be the responsibility of the ACG. These animals will be sheltered, fed, and, if possible, returned to their owners. If the owner does not return to pick up the animal, the pet may be disposed of in accordance with established State of Missouri animal control statutes. Extension of the animal control statutes regarding holding periods will provide time to locate owners during a time of disaster.

Non-domestic animals should be left to their own survival instincts. Non-domestic (wild) animals out of their natural habitats that are a danger either to themselves or to the public will be the responsibility of the Missouri Department of Conservation. If possible, these animals should be returned to their natural habitat.

B. Checklist of Actions During Operational Time Frames

1. Mitigation:

- a. The Clay County Pet Coordinator will manage and/or assist each of the political subdivisions within the county in coordinating local animal protection activities from the County EOC. Each of the political subdivisions within the county may appoint their own Pet Coordinator if they so desire. The Clay County Pet Coordinator will use established animal protection and support organizations, processes, and procedures. Responsibility for situation assessment and determination of resource needs in the event of a large-scale emergency lies primarily with Clay County and each of the subdivisions within the county, and the Clay County Animal Control, or the designated lead member of the ACG. Depending upon the nature of the emergency, other partners may assist.
- b. Requests should be made to the State of Missouri by the Clay County EOC, when county and city resources are insufficient and animal protection assistance and resources such as food, medicine, shelter material, specialized personnel, and additional veterinary medical professionals are needed. Should the need for State or Federal resources arise, the State Emergency Operations Center will coordinate the requests for assistance.
- c. Animal protection operations will be managed using the Clay County Basic Emergency Plan and NIMS - the National Incident Management System. Public health concerns are managed in accordance with appropriate Clay County Health Department plans and procedures.
- d. For shelter facilities established by the ACG, the ACG will be responsible for pre-identifying sources for critical supplies, i.e., potable water, food, medical, cleaning, and other shelter supplies. In the event of an emergency, suppliers should be asked to transport needed items to a delivery point, which will serve as a storage center and a distribution center for the shelter.
- e. Private boarding kennels, animal shelters, and veterinary hospitals are encouraged to pre-identify sources for critical supplies.
- f. If the need arises, resource agencies (e.g., humane groups, pet stores, pet food companies, etc.) may be asked to donate cages and other various shelter supplies.

2. Preparedness:

- a. The Clay County Public Information Coordinator (PIC) will be responsible for the coordination of all media activities and press releases associated with the protection of animals. The PIC will work with the Clay County Pet Coordinator and the ACG prior to an animal incident to develop press release templates for anticipated animal emergencies.
- b. The PIC should notify the public of appropriate shelters at which to leave lost/stray animals, animals that citizens cannot care for, or animals that need immediate medical assistance
- c. The PIC should deliver instructions to the public to prepare their pets for an impending emergency.
- d. The PIC should develop materials to promote public awareness and instruct animal owners on how to prepare and react to all types of disasters. These materials could include literature, community relations programs, and/or seminars.

3. Response:

- a. The PIC should, after consultation with the Clay County Pet Coordinator and Clay County Emergency Management Director, disseminate public messages for recruiting volunteers to assist with pet rescue and sheltering operations.
- b. The Clay County Pet Coordinator will provide continued updates to the Clay County PIC on the animal response effort. This will include general information on the response and special instructions for the public, as well as for pet owners, local veterinarians, and other animal interest groups as applicable.
- c. The PIC will provide information to the media, public and key audiences as appropriate throughout the disaster.
- d. Domestic pets loose or in need of assistance during a declared disaster will be the responsibility of the owner. In the event of the separation from their owners, pets will become the responsibility of the Animal Control Group (ACG). All reasonable steps will be taken by ACG to provide assistance under these circumstances. Prior to an incident, ACG will identify key people who have animal handling training and equipment and understand the basic emergency management concepts (ICS training) to assist rescue efforts.

- e. Non-domestic animals out of their natural habitat that are endangering either themselves or the human population will be handled in accordance with Missouri Department of Conservation guidelines. If possible, non-domestic animals outside of their natural habitat will be transported back to their natural habitat. Licensed wildlife rehabilitators may be able to provide care and handling of wildlife that need to be relocated or are injured.
- f. If the need arises, the Animal Control Group may open a temporary emergency shelter. The shelter will be at a location that can provide effective confinement and provision of basic animal care needs such as food, water, and bedding, and will be located as close as possible to the evacuated citizen integrated shelter. An area at the citizens' evacuation center should be available to provide directions to the pet shelter. This shelter should provide housing and care for common household pets, including dogs, cats, rabbits, birds, rodents, and turtles. For exotic species, which require specialized housing or care, the ACG may refer owners of these animals to shelters specializing in the care of these species, if such shelters are available. Owners of exotic animals requiring specialized care should be encouraged to plan for evacuation and sheltering of their animals prior to a disaster.
- g. Domestic pets of evacuated citizens may be sheltered at private boarding kennels and veterinary hospitals, at the owner's expense.
- h. Owners are encouraged to have a means of proving identification and ownership of pets. This may include microchips, photographs of the owner with the pet, licensing information, medical records, etc. Each of the citizens' evacuation shelters will have an animal caretaker on the premises. This caretaker will be experienced in or otherwise qualified to evaluate the medical and temperament needs of animals brought to the facility. Recommendations will be made for treatment and/or sheltering provisions, possibly on a case-by-case basis. Pets with significant injuries or illnesses will be transported to a designated animal hospital or provided with medical treatment on-site by veterinary professionals. The cost of such medical care, if any, shall be the responsibility of the pet owner.
- i. A representative of the Animal Control Group and support organizations may provide assistance in the transportation of the evacuated pets to either the shelter facility or pet hospital and ensure that a tracking system is in place to reunite sheltered pets with their rightful owners. Preventing the spread of communicable diseases during the transportation/sheltering period by preventing the co-mingling of animals through appropriate isolation, cleaning, and disinfecting protocols. A pet shelter based upon their health conditions may turn a pet away.

- j. Citizens with functional needs (individuals with mental or physical challenges who require evacuation assistance) may also require assistance in evacuating their pets. In the interest of public safety, assistance to help animal owners find shelter and care for their animals during a declared disaster will be provided. Upon arrival at the shelter, pets not trained specifically to assist the individual with access or functional needs (e.g., seeing-eye dogs) will transport to a private boarding facility or other animal evacuation shelter. **However, if the evacuee states that the animal is a service animal then the animal must be allowed to accompany the evacuee into the integrated shelter.**
- k. The ACG will be responsible for prearranged staffing of any animal sheltering facilities that they establish. Members of the Community Emergency Response Team (CERT) may assist in staffing if properly trained.
- l. Private boarding kennels and veterinary hospitals, if utilized, will be responsible for staffing their own boarding facilities and compensation by the animal owners is according to established policies of said facility.
- m. In the event of a bite or scratch to a person by an animal with unknown rabies status, measures will be in place to quarantine the animal according to the Clay County Health Department guidelines, Missouri State Statutes, or appropriate local ordinances. People who have been bitten or scratched are directed to their private physicians for treatment or in a temporary shelter situation, be cared for by medical personnel at the site.

4. Recovery:

- a. Clay County and each political subdivision within the county will support efforts to identify owners of stray/lost animals. If the owners are not located, the disposition of animals that cannot be placed in adoptive care or sold; will be handled in accordance with established animal control ordinances. The animal control ordinances regarding holding periods may need to have an extension to provide time to locate owners during a time of disaster. Every effort shall be made to reunite the animal with their owner after a disaster.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Animal Control Group (ACG)

This is a group of individuals appointed by the Clay County Emergency Management Director to serve as an oversight group. While members of this group serve in an advisory capacity to the Clay County Emergency Management Director, they may also be tasked with the actual rescue and sheltering of animals. Activation of the ACG will be only upon the request and authorization of the Clay County Emergency Management Director or the Clay County Pet Coordinator. **ACG members will not self-deploy.** Members of the ACG serve at the pleasure of the Clay County Emergency Management Director.

Clay County Emergency Management

Responsibilities: To coordinate support agencies to manage animal protection in emergencies, activate the Emergency Operations Center, if necessary, and provide overall direction and control of the emergency incident. The Clay County Emergency Management Director shall appoint the Clay County Pet Coordinator and members of the Clay County Animal Control Group

Clay County Health Department

Responsibilities: Provide services that address injuries/bites/diseases related to the protection of humans and animals. Assist in the disposal of dead animals that may affect public health, and in minimizing zoonotic disease outbreaks during an emergency.

Clay County Pet Coordinator

Responsibilities: Provide and coordinate personnel and equipment during a declared disaster to collect, rescue and shelter domestic animals. Assist in identifying, surveying, and maintaining a list of small animal sheltering facilities and transportation as part of the Animal Control Group. *(This individual is a volunteer reporting to Clay County Emergency Management Director.)*

Clay County Private Veterinarian

Responsibilities: Assist in providing information and direction with regard to the general health of animals within their expertise. Provide assistance with identifying needs of animals in shelter situations.

Missouri Humane Society

Responsibilities: Provide trained personnel (staff or volunteers) and equipment to assist in the protection of animals during an emergency or declared disaster, working in cooperation with the Clay County Pet Coordinator.

Private Veterinarians and Veterinary Clinics

In accordance with clinic policies, provide trained personnel, equipment, and shelter as required to care for pets from evacuated citizens and in cases when established animal shelters are full or destroyed. Provide medical care within their area of expertise when requested.

Local Animal Rescue Organizations

Provide trained volunteers and equipment to assist in the rescue and sheltering of animals during a declared disaster and upon request of the Clay County Pet Coordinator or the Clay County Emergency Management Director.

Law Enforcement

Provide security to the animal shelters if necessary and requested.

V. DIRECTION AND CONTROL

- A. All animal rescue and sheltering operations will be controlled from the EOC when activated to ensure official concurrence for any actions taken during the disaster.
- B. The Pet Coordinator shall operate using the National Incident Management System (NIMS) and the Incident Command System (ICS.)
 - 1. The status of field operations during or after a disaster should be known by the Pet Coordinator and be available to the Emergency Management Director upon request.
 - 2. Animal rescue and sheltering resources not normally under the direction or control of the Pet Coordinator should remain under the direct control of their sponsors. The Pet Coordinator should direct task assignment and coordination of these resources.

VI. CONTINUITY OF GOVERNMENT

A. Line of Succession - Animal Rescue and Sheltering

- 1. Clay County Pet Coordinator
- 2. Clay County Emergency Management Director
- 3. Animal Control Group Leader

B. Vital Documents

1. Records of purchases, animal intake and return, animal treatment and disposition, supplies used, manpower hours expended including volunteers, and hours and types of vehicles used will be duplicated whenever possible and kept on file for use in determining the final cost of the emergency/disaster.
2. Transfer of these documents will occur by decision of the Emergency Management Director.

VII. ADMINISTRATION AND LOGISTICS:

A. Administration

1. When normal purchasing procedures are bypassed, official approval must be given by the chief elected official of the jurisdiction.
2. All such purchases must be kept in accordance with state law and local ordinances.

B. Logistics

1. In the event of a disaster requiring the operation of a pet shelter and or rescue plan, the EOC should be activated. The Pet Coordinator will implement the plan and begin contacting the individuals necessary to carry out the provisions of the plan.
2. Communications will be the responsibility of law enforcement and ARES.
3. Transportation of supplies and animals will be accomplished by County or City government resources, i.e., Public Works or by private transportation either hired or volunteer.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. All updates and revisions of this annex will be completed by the Clay County Pet Coordinator in consultation with the Clay County Emergency Management Director.
- B. This annex shall be reviewed by the Clay County Pet Coordinator and the Clay County Emergency Management Director annually.
- C. This annex should be tested annually using the Homeland Security Exercise and Evaluation Program Guidelines (HSEEP).

APPROVALS

CLAY COUNTY EMERGENCY MANAGEMENT DIRECTOR

Signature: _____ Date: _____

CLAY COUNTY PET COORDINATOR

Signature: _____ Date: _____

CLAY COUNTY HEALTH DEPARTMENT

Signature: _____ Date: _____

PRIVATE VETERINARIAN

Signature: _____ Date: _____

ANIMAL CONTROL GROUP MEMBER*

Signature: _____ Date: _____

ANIMAL CONTROL GROUP MEMBER*

Signature: _____ Date: _____

ANIMAL CONTROL GROUP MEMBER*

Signature: _____ Date: _____

ANIMAL CONTROL GROUP MEMBER*

Signature: _____ Date: _____

*** Approval list should include all members of the Animal Control Group**

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Clay County Animal Disaster
Management Standard Operating
Guidelines

The purpose of this attachment is to provide guidance to volunteers who respond to, rescue, and shelter pets in a declared disaster. Everyone who responds should have training in the Incident Command System.

Incident Command System classes can be taken online for free from FEMA. The course that everyone who is working on the disaster should take at a minimum is IS- 100b an Introduction to the Incident Command System. It can be found at <http://training.fema.gov/IS/>

I. Mission Statement:

In the event of a disaster or emergency in Clay County or any of the political subdivisions within the county, the Clay County Pet Coordinator is committed to help ensure that as many household pets and service animals survive as possible. As capabilities permit, the County may exceed the state and federal requirements to address the needs of other animals following a disaster. To achieve this goal, the Clay County Animal Control Group under the direction of the Clay County Pet Coordinator will assist with animal evacuation before and after a disaster, establish emergency animal shelters, provide transport, immediate care and rescue for household pets/service animals affected by a disaster.

Priorities include:

- Animal survival
- Returning household pets, service animals, and other animals to their owner if possible.
- Placing unclaimed and relinquished pets with animal welfare agencies outside the disaster area for possible adoption.

II. Concept of Operations:

A. Animals Impacted by Disaster

1. Potential hazards such as flooding and hazardous materials incidents may require the evacuation of citizens from a selected area. Typically, pets are not permitted in human shelters, except for service animals that accompany citizens with access and functional needs. Clay County, and each of the political subdivisions within the county, are committed to minimizing animal suffering and human anguish by providing temporary shelter for household pets/service animals before and during an evacuation, provide rescue, transport, and immediate care for animals in an affected area, and to provide a system for returning animals to their owners after a disaster or emergency is over.
2. Clay County, and each of the political subdivisions within the county, recognizes that household pets and larger animals are victims of emergencies and disasters and that oftentimes, a strong bond exists between people and their animals. Frequently, elderly citizens express extreme reluctance to evacuate a disaster area unless arrangements have been made for the care of their companion animals. Such refusals or delays begin a chain reaction that can seriously jeopardize or cause a total breakdown of the overall evacuation plan. The animals are their lifeline. Therefore, helping animals is helping people. The staff and volunteers will perform disaster rescue in a lawful manner at all times.
3. In an attempt to save animals' lives and reduce human anguish during these events, the *Northland Animal Welfare Society*, in conjunction with the State Emergency Management Agency (SEMA), will organize and maintain a manual to identify local resources for animal shelters, emergency sources of animal foods, medicines, pet cages, and other necessary supplies as well as work with local Emergency Management Agencies to develop evacuation shelter procedures for temporary housing for pets. A copy of this manual, along with any updates, will be provided to the Clay County Emergency Management Director.
4. Clay County and each of the political subdivisions within the county, in conjunction with SEMA, will continue to educate the public on animal disaster planning and preparedness.

B. Pre-Disaster Readiness Levels

Normal Operations - Condition Green

1. Clay County, and each of the political subdivisions within the county, is responsible for developing plans and procedures to provide rescue, care, and shelter for an indeterminate number of household pets/service animals in a disaster.

2. In cooperation with SEMA and local Emergency Operations Center personnel in each jurisdiction within Clay County, the Animal Control Group (ACG) will:
 - a. Identify potential pet and animal shelter(s) within each jurisdiction;
 - b. Recruit volunteer assistance from other animal welfare agencies and volunteer groups and assign key staff personnel to assist with operations at the temporary emergency shelter;
 - c. Identify resources for animal medical supplies, vaccines, pet and animal food, cages, and other supplies for use at the emergency pet shelter;
 - d. Maintain resources for a minimum of 500 animals at all times;
 - e. Maintain a team of trained and experienced animal rescue and disaster response personnel;
 - f. Verify or request sufficient electric, water and sanitation requirements at the fixed facility as well as at any additional temporary pet shelter constructed during times of disaster; and
 - g. After consultation with the Clay County Public Information Coordinator, the Clay County Pet Coordinator, and the Clay County Emergency Management Director, prepare brochures and other handout materials on animal disaster planning for public distribution to promote personal readiness.

Increased Readiness - Condition Yellow

(A natural or man-made disaster is threatening Missouri)

1. The Clay County Animal Control Group will:
 - a. Review animal shelter operations and rescue plans and procedures;
 - b. Confirm task assignments and upon request of the Clay County Pet Coordinator or the Clay County Emergency Management Director place rescue response teams and volunteer support groups on alert status;
 - c. Confirm the availability of potential animal shelters;
 - d. Begin public service announcements when appropriate in coordination with the Clay County Emergency Management Director and the Clay County Public Information Coordinator on the care of animals during an emergency.

2. As conditions worsen, and upon request of the Clay County Pet Coordinator or the Clay County Emergency Management Director, the ACG will begin to mobilize and stage equipment outside the target impact area when it is safe to do so. The ACG will begin record keeping in accordance with FEMA requirements of disaster-related expenses and continue to do so for the duration of the emergency. Documentation must include hours worked by staff and volunteers, equipment purchased or used for response and supplies purchased or used for response.
Completed paperwork should be sent to the Clay County Emergency Management Director at the end of the disaster so that proper requests can be made to SEMA and FEMA for possible reimbursement.

Emergency Operations - Condition Red

1. Under the direction of the Clay County Pet Coordinator, the Clay County Animal Control Group (ACG) will be the lead animal welfare volunteer agency for animals impacted by a disaster and in cases where there is a need for response. The activation of the ACG for an emergency situation will be confirmed by a request from the Clay County Emergency Management Director. At the request of the Clay County Emergency Management Director or the Clay County Pet Coordinator, a representative of the ACG will be dispatched to serve as Animal Services Liaison in the EOC.

B. Response

Evacuation before a disaster

1. In the event of a disaster there should be a coordinated effort to rescue and capture animals, including relocation, before the disaster. In the event of an impending disaster that will displace people, the Clay County Animal Control Group (ACG) will assist local emergency personnel with the evacuation and emergency sheltering of animals. The same procedures and standards apply as in a post disaster response:
 - a. Coordinate with local Animal Control, Humane Society, and other animal rescue groups to develop a plan for transport and emergency sheltering. This plan should be developed in consultation with the Clay County Emergency Management Director.
 - b. If available the animal rescue trailer, animal control vehicles, van and horse trailers used in the rescue and transportation of animals should be used during a disaster.
 - c. Identify any emergency animal shelter sites, animal welfare agencies, or warehouse type buildings. If possible and safe these facilities should be located in Clay County or any of the political subdivisions within the county and as close as possible to mass care shelters.
 - d. Field teams will keep a daily log of animals that have been removed from a community. This log should, at a minimum, contain the following:
 - The address or location the animal was removed from
 - A complete description of the animal
 - Physical condition of the animal if known.
 - Additionally, animal rescue personnel will leave notification at the property where any animal has been removed. This notice will have a description of the animal, date that the animal was removed, name of the person who removed the animal, and the location where the animal has been taken.

A copy of this log shall be sent to the Clay County Emergency Management Director each day that the rescue and shelter operations are in effect.

Post Disaster

1. When a disaster strikes Clay County or any of the political subdivisions within the county, Clay County's Animal Control Group (ACG) will, upon request from the Clay County Pet Coordinator, respond to rescue and shelter animals affected by the disaster. **ACG members will not self-deploy.**
2. An ACG member will respond to the EOC when activated and upon request of the Clay County Pet Coordinator or the Emergency Management Director and coordinate ACG response with Emergency Management. This coordination will include working with local authorities, animal control, animal shelters, and veterinarians to:
 - a. Assess the level of need
 - b. Identify the severity of the impact this event has had on the local animal population, animal welfare agencies, veterinarians, and the ability to obtain animal food and supplies.
 - c. Identify the types of animals affected and what equipment and personnel will be required to conduct an effective rescue mission.

C. Evacuation and Emergency Response

When advised that an evacuation order has been issued, and a decision has been made to open a pet shelter, a Shelter Director will be designated by the Clay County Pet Coordinator or the Clay County Emergency Management Director to begin temporary shelter operations.

D. Disaster Search and Rescue

1. Clay County is networked with local, state, and national animal welfare organizations that can send experienced personnel at Clay County's request. Clay County will work with local animal control, Humane Society, and volunteer groups when available to organize animal transport, sheltering staff and rescue personnel.
2. Personnel and volunteers will work within the National Incident Command Structure (NIMS). All rescue operations will be conducted in a safe and ethical manner and in compliance with all state laws and county and local ordinances. Clay County personnel and animal rescue volunteers will treat animals humanely at all times. Any individual or group violating these principles or who seek to deprive a rightful owner of their animal will be asked to cease operations in the disaster response and leave the area.

D. Field and Tactical Animal Response:

1. The Clay County Pet Coordinator will coordinate rescue efforts through the EOC.
2. Pet rescue and sheltering operations in Clay County, or any of the political subdivisions within the county, must be documented in accordance with FEMA requirements to include man hours worked, including volunteer hours; type of vehicle and the number of hours that the vehicle was used, and the type of any additional equipment purchased or used for response. The EOC will provide the names, contact information, type of vehicle and equipment of all search and rescue personnel after receiving it from the Volunteer Coordinator.
3. The Shelter Director will check in with the Clay County Pet Coordinator in the EOC several times daily to provide status updates.
4. Clay County will respond to calls from the EOC, local citizens and phone calls to our dispatch center. All information obtained through sources other than the EOC will be given to the EOC for informational tracking purposes.
5. Animal search-and-rescue teams will be deployed with communication devices, when available, a plan of action and instructions of their roles and responsibility. Radio communications may be provided by members of ARES if available.
6. All animal rescue personnel will report to Clay County Pet Coordinator at assigned intervals.
7. At a minimum, animal rescue personnel will be sent in teams of two and will provide the Clay County Pet Coordinator with a list of locations in which they are working. When the team changes location, they must notify the Pet Coordinator in the EOC.
8. Animal rescue personnel should be trained and experienced animal handlers and have some basic knowledge of disaster response including NIMS and the Incident Command System.
9. If available animal rescue vehicles should be appropriate for the environment, they will be driving in and visibly marked "Clay County Disaster Animal Rescue."
10. Animal rescue personnel should be equipped with the appropriate tools for the mission; leashes, muzzles, catch poles, net, bolt cutters, transport cages, dog and cat food, and water.

E. Care for Animals in Place

1. In the event of a disaster that has displaced people, and it is not advisable or possible to evacuate animals, Clay County will assist local emergency workers with the care of animals-in-place. Clay County will work with local animal control, humane society, and volunteers to coordinate the care and/or evacuation effort.

- a. If necessary, Clay County will provide food and water for animals that are healthy and in a stable environment.
- b. This care will be documented utilizing a tracking system that will ensure that the animals are cared for, at a minimum, every 72 hours.
- c. The care-in-place system will continue until the owners can return home or the animal is removed.

F. Evacuation Before or After a Disaster

1. In the event of a disaster that has or will displace people, Clay County will assist local emergency workers with the evacuation and emergency sheltering of animals. Clay County Pet Coordinator will deploy an animal disaster rescue team equipped with a large rescue trailer for transport and emergency sheltering, four-wheel drive trucks, transport vans and horse trailers to aid in the transport of animals. Clay County Pet Coordinator will work with local animal control, humane society, and volunteers to coordinate the evacuation effort. The Humane Society of Missouri (HSM) may be able to provide the necessary transportation vehicles, if requested.

G. Owner Notification of Removal of Animals

1. Clay County Pet Coordinator will make every reasonable attempt to alert the community through local media of the location of an emergency animal shelter.
2. The Clay County Public Information Coordinator will contact local media to inform the public where the emergency animal shelter is located and who to contact to make a report of an animal in need of assistance or to obtain additional information regarding the temporary sheltering of animals.
3. Clay County will post the property where the animals are removed from in an obvious location. The notification will have contact information for Clay County, the location where the animals are being housed and a description of any animals removed from the property.

H. Keyless Entry

1. In the event that a community has been evacuated and residents will not be allowed to return home for an extended period of time it may become necessary to remove surviving animals without the owner being present. When requested by the Incident Commander, property owner or resident, Clay County will enter private property to remove household pets and service animals.
 - a. The Clay County contact will enter private property in the least conspicuous location if keyless entry (forced entry) is necessary.
 - b. The property will be secured to the degree possible prior to leaving.
 - c. Clay County will post the property when the animals are removed in an obvious location. The notification will have contact information for Clay County, the location where the animals are being housed and a description of any animals removed from the property.

I. Emergency Sheltering

1. Clay County will establish a temporary animal shelter or work with established shelters to receive and provide care for pets during a disaster or emergency. Pet shelters should be located near human shelters when possible. This will allow owners to help with the care of their pets and will help reduce the stress level of the animals and their owners. Clay County will coordinate with local Animal Control, Humane Society and Animal Rescue Groups to develop a plan for emergency sheltering. Clay County will identify an emergency animal shelter site, animal welfare agencies or warehouse type buildings should be considered. Intake teams will keep the following information with the animals that have been received by the shelter:
 - a. The address or location the animal was removed from.
 - b. A complete description of the animal
 - c. Physical condition of the animal if known

J. Emergency Veterinary Care

1. Clay County will notify the Missouri Veterinary Medical Association (MVMA) when local veterinarian service is disrupted by the disaster and there is a need to establish medical assistance for pets who are able to remain with their owners. Clay County will assist, where it can, MVMA and local veterinarians providing emergency vet care in the disaster area.

- a. Clay County may deploy veterinarians who volunteer their services as needed.
- b. Clay County will document requests for assistance through the local EOC utilizing standard request forms developed by the EOC or forms provided by Clay County and forward these requests to the MVMA.

K. Catalog Deceased Animals

1. Clay County field rescue and shelter personnel will catalog deceased animals they encounter by utilizing forms provided by the EOC.
2. Animal rescue personnel will list the deceased animal, a complete description, any tags or collars and the location where it was found.
3. When possible, a picture with a case board listing location, date, sex, and age of deceased animal will be documented and placed into the animal database.
4. All information obtained will be forwarded to the Missouri Department of Agriculture (MDA) and the EOC.
5. Clay County animal rescue teams **will not** pick up deceased animals.

L. Capture Free Roaming Pets

1. Animal rescue personnel will rescue free roaming pets when the resources are available. Animal rescues of this nature will be documented in the same manner as animals removed from a residence. Confined animals will be the first priority. In some cases, the placement of food and water may be the best option.
2. When food and water is left for free roaming animals, this will be described as a feeding station. Feeding stations should be documented and tracked in the same manner as care for animals-in-place. Feeding stations should be checked frequently throughout the day because multiple animals, both domestic and wild, may take advantage of this site throughout the day.

M. Clay County Information Tracking System

1. The Clay County Pet Coordinator will track all animal rescue activity during a disaster. This information will be turned over to the EOC when Clay County shuts down emergency disaster operations.
2. Animal rescue personnel will keep a daily log sheet that will have the address, time and a description of any animals removed from a property.

3. When possible, all information will be entered into the Clay County database. If a computerized database is not available paper records will be maintained.

N. Credentials and Health Recommendations for Animal Rescue Volunteers

Credentialing Requirements:

1. When possible, animal rescue personnel will be pre-credentialed for the purpose of gaining access to secured disaster zones in a timely manner. Animal rescue personnel wishing to be credentialed in Clay County must provide the following:
 - a. Two copies of a driver's license or other government issued photo ID (front and back)
 - b. Two 2"x 2" (passport size) head shot photos
 - c. A Curriculum Vita of training and experience applicable to animal search and rescue, animal handling, and knowledge of disaster response procedures.
2. All field personnel and volunteers will be credentialed when possible. In the event of a catastrophic disaster credentialing may not be possible. Clay County will obtain at minimum: a. A copy or documentation of a driver's license, b. Documentation of training and experience applicable to animal search and rescue, animal handling and knowledge of disaster response procedures.
3. Other forms of ID and training documentation may be accepted at the discretion of the Clay County Emergency Management Director. The Clay County Emergency Management Director may also waive the credentialing requirements during an emergency or disaster.

O. Health Recommendations

1. Staff and volunteers working with animals in the disaster area are encouraged to obtain Hepatitis A and B, Tetanus and Rabies pre-exposure vaccinations prior to disaster response.

Animal Disaster Shelter Checklist

To stand up an emergency animal shelter, follow the checklist below:

1. Confirm Shelter Director Assignment with the Clay County Pet Coordinator.
2. Confirm shelter location
 - a. Existing shelter facility with expansion room for an indeterminate number of animals within the confines of existing building or outside area, or a building which can be modified for use as an emergency animal shelter.
 - b. Must have access to existing cages or use of crates or the ability to build animal holding area for animals of different species, age, size, and temperament.
 - c. Shelter area should have access to utilities electrical power, ventilation, heat or cooling water, wastewater system and trash removal at a minimum.
 - d. Shelter facility and grounds must be able to be secured as much as possible.
 - e. Shelter facility must be accessible to the public and rescue teams.
 - f. Shelter must have secure and vector-free storage space available to store animal equipment, feed, and supplies.
 - g. Shelter must have access to vaccines and medicines, a working copier for records, water hoses, chemical sanitizing agents, and have the capacity to enter animal-tracking information.
 - h. Shelter must have animal handling, medical and cleaning supplies.
 - i. Veterinary medical staff for the shelter should be identified and confirmed. Staff must have access to a secure storage area for controlled drugs to treat injured and sick animals.
 - j. Shelter operations must be documented in accordance with FEMA requirements to include man hours worked, including volunteer hours, vehicle type and hours used, and supplies used or purchased for the response.

Animal Disaster Shelter SOGs

A. Intake Procedures and Animal Care

In a disaster Clay County Animal Control Group (ACG) recognizes that altered standards of care may be necessary. However, whenever possible, the ACG will strive to meet or exceed Missouri A.C.F.A. Standards of Care. The ACG will provide care at a level so that as many animals as possible survive the disaster and recovery process.

B. Animal Inventory

Coordinate with local agencies to establish a system to register identification data in an effort to reunite animals with their owners. Track activities of animal shelter and confinement facilities. The Shelter Director will keep computer and/or paper records on all animals received and their disposition, if any. These records will include the following: a registration number, date, and time of receipt of animal in the shelter, species, breed, sex, and whether altered, color and any description and other markings, who brought the animal in, owner information if known, age of animal if known, any collars, microchip, tags or other type of identification, and the condition of the animal upon arrival at the shelter. The goal will be to keep records electronically, but if that is not possible, records may be kept manually on paper forms.

A copy of the registration record in some sort of "kennel card" format, including the registration number and other general information on the animal, will be kept with each animal at all times.

C. Animal Identification

In addition to the registration number assigned upon intake there will also be an attempt to collar and tag each animal and to keep track of the number. If there is an existing microchip, attempts will be made to verify the person(s) to whom the animal is registered. When possible, each animal will be photographed with its owner and case board upon receipt.

D. Animal Caging

Animal caging may include, but is not limited to crates, either wire or Vari-Kennel plastic types, other pre-made pens or pens that are designed from fencing or other materials. Emergency Shelters will be evaluated on their accessibility to rescue workers and the public, access to utilities, space provisions, and security. These might include but are not limited to; other animal welfare or control agencies, boarding kennels, veterinary facilities, barns, or stables, including those for exhibits or shows, existing large buildings such as factories or warehouses, school or libraries with large open rooms, airplane hangars, if necessary, supplies are available. As a last resort it may be necessary to set up sheltering in tents.

E. Animal Feeding

Every attempt will be made to provide quality food to the animals at least twice each day the shelter is in operation.

F. Animal Watering

All animals will be provided with fresh water daily and kept available to them at all times. Although stainless steel containers are ideal, we will use whatever containers are available, disinfecting them, as needed, and between animals. (NOTE: Rabbits and other small animals are watered using small crockery-type dishes or watering bottles.)

G. Animal Exercise

Ideally, dogs should be walked two to three times per day. However, in an emergency facility it may not be possible or safe to do so. We do not want to risk any animals escaping and must take into consideration the number of properly trained staff and volunteers available to perform this duty. Scheduled walks and or exercise decisions will be made on an individual or situational basis.

H. Cleaning

Every effort will be made to thoroughly clean all animals' pens on a daily basis. This process includes:

- Removing the animal (exception is cats to minimize stress);
- Removing loose materials including feces soiled litter, bedding or toys;
- Cleaning with an all-purpose cleaner or degreaser depending upon the condition of the pen;
- Following up with disinfectant, if possible (particularly important in cases of animal illness or the animal is permanently leaving the pen), that is left to soak on a clean surface for 10 minutes;
- Drying the pen either by air or with paper towels;
- Restocking the pen with clean bedding, toys, newspaper, shredded paper, and other supplies.

I. Disinfection

To disinfect pens, dishes, and other items, we primarily use two disinfectants:

- Bleach (6oz. of regular and 5 oz of Ultra or approximately% cup to I gallon of water for regular, or 2/3 cup for Ultra) and,
- Quaternary Ammonia products such as Mint Quat (8 oz. per gallon water). These both kill Parvo and many other infectious agents. These products should be used on clean surfaces, and they must be allowed to sit for a 10-minute contact time.

J. Animal Decontamination

If it is necessary to perform decontamination baths on any animals, we will use a Chlorhexidine Gluconate solution such as Nolvasan. This needs to also have a contact time of 10 minutes on the animal.

K. Animal Examination

Every animal that is received in a shelter will be given a routine, general examination as soon as possible after arrival at the shelter if a licensed veterinarian or veterinary technician is available. This exam should include determining the age and sex of the animal and checking for any injuries or signs of illness. Ears are routinely cleaned, and nails trimmed if possible. The assessment is documented, and routine vaccinations and de-worming will be administered if available. (See vaccination/medical care protocol). Any animals that have signs of illness or injury are assessed by a veterinary technician and referred for a veterinary exam if available. Some animals may be frightened or fractious upon receipt and may need to be allowed some time to adjust before the examination and routine treatment is attempted again. All assessments should be documented and sent to the Clay County Pet Coordinator in the EOC at the end of each day.

L. Animal Treatments

Coordinate animal medical service needed for animal shelter and confinement areas.

Any veterinary care that animals may require will be given at the level we are able to provide in a temporary emergency shelter. The goal will always be to provide a minimum of palliative care, so animals are stabilized, comfortable, and not suffering. Euthanasia decisions will be determined by a licensed veterinarian in consultation with the Clay County Pet Coordinator and the Clay County Emergency Management Director. There will be no elective surgeries or other procedures that are not considered necessary immediately to save the life of an animal.

M. Animal Intake Types

1. Stray

All stray (free roaming) animals will be held a minimum of five days prior to disposition unless seriously ill or injured. After the five days, every effort will be made to transfer these animals to a no-kill shelter to be placed for adoption. Euthanasia for animals that are not able to be kept comfortable must be directed by a veterinarian after consultation with the Clay County Pet Coordinator and the Clay County Emergency Management Director. If a stray has some kind of identification, such as a tag or microchip, every attempt to locate and notify the owners of the animal will be made as soon as possible. A record of the disposition of stray animals will be made showing where they were transferred and the date of the transfer. This record shall be sent to the Clay County Emergency Management Director at the end of the day during which the transfer was made.

2. Owner-Surrender

Animals that are surrendered to one of our shelters by owners/caretakers and are permanently relinquished to Clay County or a political subdivision that is running the temporary emergency shelter will be subject to immediate transfer to a no-kill shelter for adoption. If an animal seems particularly frightened or fractious, and space and conditions permit, it may be given another day or so to allow for time to adjust before a disposition is determined. Proper documentation in writing must be received from the owner/caretaker who is surrendering the animal before Clay County, or the political subdivision takes possession.

3. Rescue

These holding periods vary based upon circumstances of the case and the directions given the shelter by the rescue team. If an animal is picked up running loose, it will be subject to the minimum five days when possible. When animals have been taken from a residence, with or without the owner present, we will attempt to hold 10 days. The holding periods may be modified by the Clay County Pet Coordinator or the Clay County Emergency Management Director.

N. Temporary Emergency Shelter

When animals are given to the shelter on an emergency basis because the owner needs help with temporary housing/care, these animals will be tracked with an agreement signed by the owner indicating how long the animal will be housed. The owner must agree to keep in contact with the shelter and to return for the animal before the stated date, which is determined based upon the individual disaster and the shelter population. These animals may at times be transferred/exported to other facilities or sent into foster care when possible and available.

O. Quarantine

If a dog or cat has bitten someone, or a cat has scratched someone, regardless of whether the animal has proof of rabies vaccination, the animal must be held in quarantine for 10 days. Upon day 11, the animal's health will be reviewed and cleared by a veterinarian. In a disaster situation, the shelter will set up a special quarantine area to hold and monitor these animals when possible. Other alternative courses of action will be determined by a veterinarian and the shelter director. Preferably, these animals would be transferred to an appropriate shelter or animal-control facility for confinement outside the disaster area.

P. Animal Isolation

If an animal is considered to have a contagious disease (either zoonotic or to other animals) an isolation area will be set up to hold these animals whenever possible. Periods of isolation and type of treatment will be determined by a veterinarian. Other alternative courses of action will be determined by a veterinarian and the shelter director.

Q. Animal Disposition

Coordinate disposition for unclaimed animals and shelter overflow. All animals taken into the disaster shelter must be placed properly according to these standards. Anyone attempting to remove an animal without authorization must leave the shelter area and may be and may be subject to arrest.

1. Holding Periods

The standard is to follow the state's minimum five-day holding periods as much as possible. The ability to follow these guidelines (and to possibly extend the holding times) will be reassessed regularly as space and availability changes. Some considerations may need to be made for exporting animals to other holding areas, facilities, agencies, rescue groups and fosters when possible.

2. Adoption

As a disaster shelter the focus is on emergency and temporary animal care and housing. Should circumstances allow, adoption will be considered. Adoption policies will be based upon HMS Standard adoption policies but taking into account the possibility of limited availability of spay and neuter facilities.

3. Transfer/Export

The option of sending animals to other agencies, facilities, and rescue groups, both in and out of the state, will be pursued whenever available and needed. If this is done during a holding period, the receiving facility or group will be required to honor the balance of the holding period prior to disposition, according to their policy.

4. Foster Care

This will also be pursued whenever possible as an option for animals, both for space and for other reasons. These may both be in and out-of-state foster families. Foster care guidelines will be based upon Northland Animal Welfare Society Standard Foster Care Guidelines. The policy requiring the animal be returned to Clay County for disposition will be enforced.

5. Return to Owners

Animals will be returned to owners as soon as possible, pending some proof of ownership from the individual/family. This may be in the form of purchase receipts, veterinary records, adoption agreements, registrations, microchip records, boarding records/receipts, grooming records/receipts, photographs, city animal license, even utility bills or other records to establish the residence at the location where the animal was found/removed. As much leniency as possible will be given depending upon the disaster and its

circumstances, because sometimes an adequate description may be all that is available. However, we will always strive to guard against individuals who attempt to claim an animal that does not belong to them. Each situation will be handled and considered individually, with more difficult determinations ruled on by the shelter director. Records of vaccinations and treatments done while in the temporary shelter will be provided to the owners.

R. Feral and Dangerous Animal Policy

In accordance with safety concerns any feral or vicious animal of unknown origin will attempt to be held 24 hours, when possible, in order to allow it to acclimate itself to its new surroundings, thereby avoiding euthanasia of an animal that is merely stressed from new surroundings and is not truly feral or vicious. However, this may not be possible due to safety and space considerations. Caging may not be adequate to hold these animals without risk to other animals and people. The decision to euthanize an animal for any reason must be made by a licensed veterinarian after consultation with the Clay County Pet Coordinator and the Clay County Emergency Management Director.

S. Supply Acquisition and Distribution

Coordination with Donations Management will be established to provide water, food, shelter, and other physical needs to animals, as well as to store and distribute animal food and medical supplies to the requesting jurisdiction. Coordination with ACG will be established to manage the storage and distribution of animal food, water, and medical supplies. In the event of a disaster, essential supplies must be stationed near the impacted area to provide food, water, medical supplies, and other physical needs to animals.

1. Documentation

Supply acquisition and distribution must be documented in accordance with FEMA requirements to include all supplies purchased or used for response. Completed documentation should be sent to the Clay County Pet Coordinator in the EOC.

2. Animal Feed

Animal feed for various species must be collected and stored until needed. Clay County will assist in the transfer of feed on hand to the impacted area then contact their suppliers for additional feed donations. A public appeal for donations will be issued by the Clay County Public Information Coordinator based upon the scope of the disaster. Feed is needed for, but not limited to, dogs, cats, rabbits, small rodents, birds, snakes, lizards, and others as needed. Feed must include dry and canned dog and cat food, alfalfa pellets, small bird seed, exotic bird seed, raw fruit, and vegetables.

3. Water

Fresh drinkable water is needed for sheltered animals, animals under their owners' care and for those who may be temporarily cared for in place. Potable water is also necessary for shelter cleaning, animal decontamination, baths, and cleaning field units.

4. Medical Supplies

Medical supplies are needed to provide preventative and essential medical care for animals impacted by the disaster. When responding to severe and/or large disaster areas, it may become necessary to request access to essential emergency supplies from SEMA and or FEMA. Such supplies will be utilized solely for the support of active staff and volunteers to provide the disaster response outlined in this document. Supplies may include, but not be limited to wastewater disposal, generators to power the temporary animal shelter and volunteer camp, sleeping tents and other personnel support amenities such as showers and laundry. Such requests will be made through the Clay County EOC.

T. Coordinate Volunteer Services

The success of the mission is largely dependent upon bringing a number of skilled and passionate individuals who will work tirelessly in often harsh conditions for an extended period of time. Disaster volunteers could be called upon to help conduct rescue, sheltering and clerical duties involved in the disaster response. Volunteer activities must be documented in accordance with FEMA requirements to include the number of hours worked, vehicle type and the number of hours used, and the supplies purchased or used for response. Trained members of the Northland CERT could be used to accomplish these tasks.

Requirements:

Whenever possible, all prospective volunteers are required to attend a minimum of a one-hour-long orientation prior to beginning their volunteer service. In addition, volunteers shall:

- Be at least 18 years of age
- Report to the Disaster Volunteer Coordinator
- Complete a volunteer agreement
- Complete the Assumption of Risk Release and Indemnification Agreement.
- Complete Volunteer Application
- Adhere to mission and policies at all times.

A. Disaster Rescue Volunteer

- Duties: Assist professional disaster personnel in rescuing animals due to disasters.
- Responsibilities: Provide support for rescue personnel. Can include clerical support.

- Report to: Disaster Volunteer-Coordinator for assignment.
- Location: Varies, depending upon the disaster.
- Minimum Time Required: None, just a commitment to volunteer
- Qualifications: Minimum of 18 years of age. Provide your own transportation to and from the disaster site. Quick actions, quick thinking, and the ability to take care of yourself along with others. This will be an extremely stressful situation that should be taken very seriously.
- Other: This opportunity would require you to be available when needed. It is of the utmost importance and required that volunteers follow our guidelines and policies.

B. Disaster Shelter Volunteer

- Duties: Care for sheltered animals, sanitize animal cages and dishes.
- Responsibilities of a shelter volunteer include:
 - a. Maintain clean cages/surroundings following shelter cleaning guidelines.
 - b. Water and feed the animals as directed
 - c. Assist owners looking for lost pets in the shelter
 - d. Communicate "red flags" to shelter staff and supervisors
 - e. Walk dogs and clean up droppings.
 - f. Adhere to Shelter mission and policies at all times
 - g. Treat animals humanely and pet owners, staff, and volunteers with compassion.
- Report to: Volunteer Coordinator for assignment
- Location: Varies depending upon the disaster.
- Hours Available: As assigned
- Qualifications: Minimum of 18 years of age. Ability and desire to learn about animal breeds and behavior and to recognize/respond to body language of animals. Willingness and ability to work under harsh conditions in a time of crises to ensure that as many household pets/service animals survive the disaster as possible.

U. Deactivation of the Animal Disaster Shelter

As the need of the disaster or emergency diminishes, coordination will be required to consolidate or close animal shelters or confinement areas, personnel, and supplies.

1. The decision to consolidate or close the animal shelter or confinement area will come from the Clay County Pet Coordinator and the Clay County Emergency Management Director. This decision should be based on the recommendations of the Shelter Director.

2. The Shelter Director is responsible for making the decision to operate the shelter at a reduced level based on the number of animals under its care. The final decision will come after consultation with the Clay County Pet Coordinator and the Emergency Management Director.
3. Any animals still under the care of the Animal Disaster Shelter at the time of deactivation and still within the holding period will be transferred to an appropriate animal facility that has agreed to honor the balance of the holding period.
4. Animals that have been permanently surrendered by their owners or custodians may be transferred to an appropriate animal facility for possible adoption at the discretion of the Shelter Director after consultation with the Clay County Pet Coordinator and the Clay County Emergency Management Director.
5. Any animal not claimed within the established holding period from the opening of the first Disaster Animal Shelter will be considered abandoned (unless the disaster and evacuation orders preclude the owners from returning to claim their animals within the established holding periods) and will be made available for transfer at the discretion of the Shelter Director after consultation with the Clay County Pet Coordinator and the Clay County Emergency Management Director.
6. Unclaimed animals where the owner's identity is known will be held for a minimum of 10 days prior to final disposition unless serious health or behavior considerations take precedence. This will hold true even if the Disaster Animal Shelter is closed prior to the end of the established holding period. The receiving facility will be obligated to maintain the animals for the balance of the holding period if not expired at the time of transfer prior to making final disposition of the animals. Every attempt will be made to reunite animals with their owners.
7. Consumable donated resources such as pet food will be distributed to local agencies and/or the affected community when possible. Non-consumables such as feeding/watering dishes, cages etc. will be cleaned, sanitized, and placed in storage for future use in a disaster.
8. Complete all documentation including animal rescue statistics, expenses, and volunteer and equipment hours and submit to the Clay County Pet Coordinator the Clay County Emergency Management Director in the EOC.

Appendices

- A. HSM Points of Contact
- B. SEMA ADPAC Points of Contact
- C. Clay County Animal Clinics and Hospitals
- D. Selected Job Descriptions
- E. Individual Rescue Gear Recommendations

Humane Society of Missouri Key Points of Contact

Headquarters 24-hour Emergency Phone
314-647-4400
800-383-9835
www.hsmo.org

Debbie Hill, Vice President Operations
Office: 314-951-1512
Cell: 314-313-9695
Home: 636-257-9826
Email: debbie.hill@hsmo.org

Debbie Hill, Director Rescue and Investigation
Office: 314-951-1512
Cell: 314-313-9695
Home: 636-257-9826
Email: debbie.hill@hsmo.org

Cyndi Nason, Shelter Director
Office: 314-951-1544
Cell: 314-805-7240
Home: 314-832-8104
Email: cyndi.nason@hsmo.org

Chris Horton, Coordinator Rescue and Investigation
Office: 314-951-1514
Cell: 314-805-7264
Home: 636-441-5824
Email: christine.holton@hsmo.org

Pam Whitcraft, Shelter Manager
Office: 314-951-1564
Cell: 314-805-7212
Email: pam.whitcraft@hsmo.org

Kathy Warnick
Office: 314-951-1555
Cell: 314-761-7756
Email: kathy.warnick@hsmo.org

SEMA Animals in Disaster Planning Action Committee (ADPAC)
Points of Contact

Name: Candace Adams
Organization: SEMA
Address: 149 Park Central Square #538, Springfield MO 65805
Work phone: (417) 895-6336
Other phone: (417) 818-7285 (cell)
Fax: (417) 895-6356
E-mail: cadams@mail.mo.gov

Name: Steve Cheavens
Organization: SEMA
Address: P.O. Box 116, Jefferson City, MO
65201 Work phone: (573) 526-9127
Other phone:
Fax:
E-mail: stephen.cheavens@sema.dps.mo.gov

Name: Eric Evans
Organization: University of Missouri - Extension
Address: 240 Heinkel Bldg., Columbia, MO 65211
Work phone: (573) 884-8984
Other phone:
Fax: (573) 882-0678
E-mail: evanses@missouri.edu

Name: Beth Bauer
Organization: Capital Area Chapter Reception and Care Coordinator
Address: 431 E. McCarty, Jefferson City, MO 65101
Work phone: (573) 635-1132
Other phone:
Fax: (573) 635-8621
E-mail: bbauer@redcross-capitalarea.org

Name: Dante Gliniecki
Organization: SEMA
Address: P.O. Box 116, Jefferson City, MO
65201 Work phone: (573) 526-9132
Other phone:
Fax:
E-mail: dante.gliniecki@sema.dps.mo.gov

Name: Debbie Hill
Organization: Humane Society of Missouri
Address: 1201 Macklind Ave., St. Louis, MO 63110
Work phone: (314) 951-1512
Other phone: (314) 313-9695 (cell)
Fax: (314) 802-5715
E-mail: Debbie.hill@hsmo.org

Name: Tim Rickey
Organization: Humane Society of Missouri
Address: 1201 Macklind Ave., St. Louis, MO 63110
Work phone: (314) 951-1518
Other phone: (314) 805-7252
Fax: (314) 802-5715
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Name: Cyndi Nason
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E-mail: Cyndi.nason@hsmo.org

Name: Scott Wilson
Organization: HSUS
Address:
Work phone: (816)
Other phone:
Fax:
E-mail: swilson@hsus.org

Name: Ray Wadley
Organization: MO. Dept. of Agriculture
Address: 1616 Missouri Blvd., Jefferson City, MO 65102
Work phone: (573) 751-2539
Other phone:
Fax:
E-mail: ray.wadley@mda.mo.gov

Name: Howard Pue
Organization: MO Dept. of Health and Senior Services
Address:
Work Phone: 573-751-6114
Other Phone:
Fax:
E-mail: Howard.Pue@dhss.mo.gov

Name: Richard Antweiler
Organization: Mo Vet Med Association
Address: 573-836-8612
Work Phone:
Other Phone:
Fax:
E-mail: rantweiler@mvma.us

Name: William A. Wolff
Organization: Mo Vet Med Association
Address:
Work Phone: 573-465-7003
Other Phone:
Fax:
E-mail: wolffw@mchsi.com

Name: Brenda Humphrey
Organization: Missouri Equine Council
Address:
Work Phone: 636-583-5141
Other Phone:
Fax:
E-mail: humphreyb@missouri.edu

Name: Randy Scrivner
Organization: SEMA
Address:
Work Phone: 573-526-9141
Other Phone:
Fax:
E-mail: randy.scrivner@sema.dps.mo.gov

Clay County Veterinary Clinics and Hospitals

Clinic/Hospital	Address	Phone
Animal Clinic of Antioch Annex	5418 NE Antioch Rd. Kansas City, MO	816-453-4500
Animal Clinic of Kendalwood	2770 NE 60 th Street, Kansas City, MO	816-453-0700
Animal Clinic of Kearney	310 South Jefferson, Kearney MO	816-628-4036
Animal Emergency Center	8141 North Oak Trafficway, Kansas City, MO	816-455-5430
Antioch Dog and Cat Hospital	5200 NE Vivian Road. Gladstone, MO	816-453-7272
Ark Animal Hospital	940 Sutton Place, Liberty MO	816-781-4595
Banfield Pet Hospital	8500 N. Evanston Road, Liberty MO	816-781-7010
Barry Road Animal Hospital	3911 NW Barry Road, Kansas City, MO	816-436-6700
Brisbane Veterinary Services	14501 N. Stark Avenue, Liberty, MO	816-898-8852
Claycomo Animal Hospital	5608 N. Eugene Field Road, Claycomo, MO	816-452-2621
Crossroads Animal Hospital	1151 Orchard Avenue, Liberty, MO	816-781-1510
Excelsior Springs Animal Clinic	1220 Rainbow Blvd. Excelsior Springs, MO	816-637-5612
Foxwood Animal Hospital	4704 Vivian Road, Gladstone, MO	816-453-2154
Gladstone Animal Clinic	7072 N. Oak Trafficway, Gladstone, MO	816-436-1100
Holt Animal Clinic	Holt, Missouri	816-320-3726
Lakeside Mobile Vet Clinic	16904 Collins Road, Smithville, MO	816-532-9663
Long Veterinary Clinic	19615 Mo Hwy 92, Kearney, MO	816-635-6616
New Mark Animal Clinic	550 NE New Mark Drive, Kansas City, MO	816-734-0700
Northland Mobile Vet Clinic	Unknown	816-223-1772
Northland Veterinary Emergency Center	8850 N. Flintlock Road, Kansas City, MO	816-476-4047
Northside Animal Clinic	1540 N. Church Road, Liberty, MO	816-781-3900
Shoal Creek Animal Hospital	8850 NE Flintlock Road, Kansas City, MO	816-746-4046
Smithville Animal Hospital	1514 S. 169 Hwy Smithville, MO	816-532-0130
Veterinary Center of Liberty	1127 W. Kansas Street, Liberty, MO	816-781-0778
Vintage Plaza Vet Hospital	2360 Vintage Court, Excelsior Springs, MO	816-630-3960
Willow Hill Animal Clinic	9339 N. Oak Trafficway, Kansas City, MO	816-436-8100

Job Descriptions

The following are selected job descriptions within the temporary emergency animal shelter. All of these positions report to the Shelter Director.

Shelter Supply Coordinator

The Shelter Director will appoint the Shelter Supply Coordinator. He/she will be responsible for maintaining all needed supplies to run the shelter, including but not limited to food, water, feed, equipment, clerical supplies, and fuel. He/she will maintain all receipts and records of supplies for shelter.

Duties and Responsibilities:

- Coordinate with the Shelter Director and the Clay County Resource and Supply Coordinator to choose a reception and distribution site.
- Search for and secure a centrally located building that can be used as a supply depot for related activities. Building must be secured and have limited access.
- Coordinate with the Shelter Director and the Clay County Resource and Supply Coordinator to pick up needed supplies.
- Provide a list of supplies on hand and supplies needed to the Shelter Director and the Clay County Resource and Supply Coordinator.
- Maintain proper storage of all supplies received and distributed.
- Distribute all supplies as needed to Coordinators.
- Maintain log of all supplies received and distributed.
- Maintain log and give receipts for all donated supplies. Keep copy of all receipts.
- Provide daily distribution of supplies.
- Provide water and food for animals and relief personnel.
- Provide the Shelter Director with a daily written report detailing all activities performed, including recommendations for improvement.

Communications/Record Keeping Coordinator

The Shelter Director will appoint the Shelter Communications/Record Keeping Coordinator. He/she will be responsible for maintaining communications between the Shelter Director, the EOC and SAR Teams. He/she will be responsible for maintaining a copy of all documents and records pertaining to the operation. These may include Coordinator reports, Shelter Director Reports, accounts receivable, requests, budget, personnel medical forms and emergency contacts, and animal records. He/she will also be the liaison to PIC.

Duties and Responsibilities:

- Responsible for communications between the Shelter Director and Coordinators (i.e., memos).
- Provide and be accountable for telephones, radios, couriers, machines, computers, beepers, cellular phones, printers, typewriters, to all sections as needed.
- Provide operators for all equipment .
- Prepare news updates for PIC.
- Provide daily updates of key personnel phone list.
- Prepare information sheet for the Animal Services Representative.
- Provide list of needs from other sections to give to Shelter Director.
- Provide photos and video of relief efforts for documentation.
- Maintain a file of all documents created in the shelter.
- Maintain a message log.
- Collect, record, and maintain a log of all donated funds and turn over to the Shelter Director. All non-monetary donations may be used as needed at the shelter or transferred elsewhere as needed.
- Provide the Shelter Director with a daily written report detailing all activities performed, including recommendations for improvement.

Volunteer Coordinator

Duties and Responsibilities:

- Sign in and out all volunteers on sign-in board.
- Have all volunteers fill out the Shelter Personnel Medical & Emergency Form.
- Place an ID armband or some other form of ID supplied by the EOC on all volunteers.
- Have each volunteer fill out a bola tag and wear it at all times. County ID or driver's license should also be in bola tag .

Volunteer Coordinator duties (cont.)

- Take a picture of each volunteer and attach it to the bottom right corner of the Shelter Medical & Emergency Form.
- File all Shelter Personnel Medical & Emergency Forms in book labeled *Shelter Personnel*.

Lost Animal/Reclaim Volunteer

Duties and Responsibilities:

- Have citizen fill out Lost Animal F o r m .
- Ask citizen for a picture of animal, if available.
- Compare Lost Animal Form to Stray Animal Book at the Animal Intake area. DO NOT allow citizens past your table unescorted.
- Advise the Shelter Director of animal match so he/she may release animal to citizen.
- Take photo of citizen and ask for ID if animal is being released to them.

Animal Intake Volunteer

Duties and Responsibilities:

- Complete Animal Intake Form.
- Take two (2) pictures of animal.
- Label pictures with animal intake number, date of arrival, and sex.
- Staple picture to Animal Intake Form in lower right corner.
- Place other picture in book: "Pictures of Unclaimed Animals."
- Write the animal intake number on the ID band and place on animal's neck.
- Leave existing collars on animals.
- Label cage with animal intake number, date of arrival, and sex.
- If animal has been admitted and is on any medication, send animal to veterinarian for check-up.
- Locate a Kennel Volunteer to place animal in a cage.

Kennel Volunteers

Duties and Responsibilities:

- Set up kennel sections by animal type. Designate separate areas for stray and quarantine animals
- Assist Supply Coordinator with set up of animal food and supply storage and distribution areas and help maintain. Report to Supply Coordinator any needs
- Assist Supply Coordinator with set up of animal cage cleaning area and maintenance
- Move animals from animal intake area to kennels. (Protective gloves should be worn.)
- Care for animals (i.e., food, water, clean, groom, exercise)
- Take injured animals to vet table
- Report any changes of animal status to Shelter Director and Vet.

**SUGGESTED RESCUE GEAR FOR CLAY COUNTY
RESPONDERS**

1. Appropriate seasonal clothing/uniforms for SAR work in the field, (long pants, long-sleeved and/or short-sleeved shirts, heavy socks and properly fitted boots). No tennis shoes, sandals, flip flops etc. except for off-duty wear.
2. Gloves (bite/welding and work type)
3. Properly fitted climbing/water helmet
4. Properly fitted PFD with rescue hookup
5. High-visibility vest
6. Goggles **and** safety glasses
7. Wetsuit and/or dry suit. (Dry suit is preferable as most water rescue situations will require dry suit conditions over wetsuit).
8. Minimum 100' of approved NFPA or Cordage Institute rope
9. Flashlight w/extra batteries
10. Surgical/dust masks and N95 respirator
11. Rain Gear
12. Ball cap/hat for sun protection
13. Personal catch pole(s), nets, etc.
14. Cell Phone w/extra battery/remote charger
15. Personal First Aid kit
16. GPS device in vehicle
17. Four-wheel drive vehicle

PETS IN DISASTER STANDARD OPERATING GUIDE
OF THE HUMANE SOCIETY OF MISSOURI

1. Coordinate shelter facilities using available facilities, confinement areas or develop temporary shelter areas in cooperation with local jurisdictions based on Humane Society of Missouri (HSM) standard operating guideline.
2. Coordinate the animal medical service needed for animal shelter and confinement areas based on HSM's standard operating guideline.
3. Coordinate disposition of unclaimed animals and shelter overflow based on HSM standard operating guideline.
4. Coordinate efforts to rescue and capture animals including relocation before the disaster.
5. Coordinate with local agencies to establish a system to register identification data in an effort to reunite animals with their owners based on HSM's standard operating guideline.
6. Track animal rescue and capture activities based on HSM's tracking system and information provided by local jurisdictions.
7. Track activities of animal shelter and confinement facilities based on HSM's tracking system and information provided by local jurisdictions.
8. Coordinate volunteer services for animal rescue, shelter and health care based on HSM's standard operating guideline.
9. Coordinate storage and distribution of animal food, water and medical supplies with the EOC.
10. Coordinate the consolidation or closing of animal shelters or confinement areas, personnel and supplies as the need diminishes.
11. Coordinate with Donations/Volunteer Management to provide water, food, shelter and other physical needs to animals; and store and distribute animal food and medical supplies to the requesting jurisdiction.

ANNEX M

HEALTH AND MEDICAL (ESF # 8)

Section M (2) - Public Health

I. PURPOSE

This annex provides organizational structure and procedures to ensure that needed health and medical services can be mobilized and augmented to respond to any disaster that is outside the scope of day-to-day emergency response in Clay County or any of the political subdivisions within the county, with the exception of Kansas City, Missouri.

II. SITUATION AND ASSUMPTIONS

A. Situation

A major disaster striking Clay County, or any of the political subdivisions within the county, will create medical problems beyond the normal capabilities of the medical system.

The Mid-America Regional Council maintains the Kansas City Region Mass Fatality Incident Plan. Clay County Emergency Management retains a copy of the plan.

The following hospitals are located in Clay County: North Kansas City Hospital, Liberty Hospital, and Excelsior Springs Hospital (see Appendix 2 to this annex). Hospitals in surrounding counties should be utilized if needed and available.

Each hospital is responsible for the development, exercise and testing of internal (facility) emergency response plans in accordance with applicable state and federal regulations. The Kansas City MMRS Missouri Bioterrorism Region A Hospital Plan was developed in September 2006 to coordinate hospital emergency response operations within the region. This plan will be included as an annex to the Regional Homeland Security Coordination Guide.

Clay County has adopted the Clay County Public Health Center Emergency Operations Plan (CCPHC EOP), a multi-hazard, functional document that was developed to outline public health emergency response capabilities and responsibilities during disasters. The CCPHC EOP is intended to be used when an event causes Annex M of the Clay County EOP to be activated by Emergency Management. A copy is kept in the Division of Administration and Health Policy and Planning Section at CCPHC and may be kept by the Emergency Management Director with Clay County.

CCPHC is located in Liberty and was formed under Chapter 205, Revised Statutes of Missouri, which permits counties to pass a property tax measure to support local public health. The public health agency has an elected Board of Trustees who sets policy for the **agency**.

CCPHC provides services to assure communicable disease identification, reporting, **investigation, containment, and mass prophylaxis measures when appropriate**. CCPHC's available resources include environmental health services, communicable disease services, epidemiology, and emergency response planning. Other programs and services may also be available to address a variety of public health related **matters**.

The following entities provide ambulance service in Clay County (contact information for these services is found in Appendix 2):

Ambulance Service	Dispatch
Claycomo Fire-Rescue	City of Pleasant Valley
Excelsior Springs EMS	City of Excelsior Springs
Gladstone Public Safety	City of Gladstone
Holt EMS	Clinton County Sheriff's Office
Kearney Fire & Rescue Protection District	Clay County Sheriff's Office
Lawson Fire Department	Ray County Sheriff's Office
Liberty EMS	City of Liberty
KCFD Ambulance	Kansas City (for citizens in Kansas City Clay County)
North Kansas City Fire Department	City of North Kansas City
Northland Regional Ambulance District	Platte County Sheriff's Office
Pleasant Valley Fire Department	City of Pleasant Valley

Mental health services may be obtained from Tri-County Mental Health Services, hospitals and other mental health providers located in Clay County.

When local organizations become overtaxed or inoperable resources may be available from state and surrounding counties to help alleviate the problem.

B. Assumptions

A major disaster striking in Clay County, or any of the political subdivisions within the county, will create medical problems beyond the normal day-to-day capabilities of the medical system. Responding agencies will utilize incident command principles within their organizational command.

All health and medical personnel and equipment should be available to respond to an emergency or disaster.

Private and non-county resources should be available to assist in health and medical activity. These resources should cooperate with the Health and Medical Coordinator as needed.

State and federal resources should be available to assist local health and medical needs. These resources may be limited.

III. CONCEPT OF OPERATIONS

A. General

1. Coordination of Health and Medical operations will be conducted from the Emergency Operations Center (EOC) when activated. The CCPHC Director of Public Health (DPH) or his/her designee will serve as the Health and Medical Coordinator (See **Section V. Direction & Control**).
2. First responder emergency medical care will be supplied by the ambulance services and support, if needed, will come from qualified fire and rescue services.
3. All medical units responding to an emergency call will be dispatched as described in the Situation and Assumptions section (*Table*) of this Annex.
4. Requests for outside medical assistance need not go through the EOC unless directed toward the state or federal government but should be reported to the EOC immediately after they are made.
5. Immediately following initial emergency medical care, public health, and mortuary services will have priority access to resources.
6. There are three methods for enhancing communication between health and medical emergency responders:

- EMSSystem--A web-based software providing real-time information on hospital emergency department status, hospital patient capabilities, availability of staffed beds, and available specialized treatment capabilities.
 - Health Alert Network (HAN)-Used to notify physicians, hospitals, laboratories, and ambulance systems of a public health emergency. Public Health authorities may disseminate various types of information, including status reports, guidelines, and recommendations to the medical community, first responders, the media, and others. The Kansas City Missouri Health Department administers the HAN.
 - Hospital Emergency Administrative Radio (HEAR)-links all acute-care hospitals in the Kansas City metropolitan region on a single channel 155.34 MHz radio system. This system could serve as a back-up to the EMSSystem.
7. The FBI and Missouri Department of Health and Senior Services have signed a Memorandum of Understanding (dated December 2009) outlining how laboratory samples will be transported for analysis.
 8. Fire Department Hazardous Materials Units and local hospitals can provide decontamination services for victims of hazardous materials incidents or weapons of mass destruction (WMD).
 9. Health and Medical personnel should train at least to the Hazardous Materials Awareness Level for hazardous materials situations.

B. Actions to be Taken by Operating Time Frames

1. Mitigation

During the mitigation phase, all community responders should review their own facility or agency plans and the Basic Plan Situation and Assumptions of the Clay County Emergency Management Agency EOC.

Emergency Management - should review responding agencies' Basic Plan and Hazard Analysis portions as applicable to any pending situation. The CCPHC EOP should be reviewed by Emergency Management for specific information contained in annexes dealing with catastrophic events, including but not limited to mass fatalities, nuclear, biological, and chemical incident, food and waterborne incident, mass vaccination and prophylactic treatment, and investigation. These annexes outline CCPHC's capabilities or limitations to offer assistance in widespread disasters.

Support CCPHC in recruiting sites for use in situations requiring mass distribution of antibiotics or immunizations (Points of Distribution or PODs).

Support hospitals and medical providers in locating storage for supplemental medical supplies to support operations.

Encourage and assist with development and maintenance of mutual aid agreements with local health and medical services to ensure proper coordination during emergency operations.

Hospitals - Identify hospitals, nursing homes, and other facilities that could be expanded into emergency treatment centers for disaster victims.

Identify medical facilities that have the capability to decontaminate injured individuals that have been contaminated by radiological or chemical agents.

Public Health - Within normal operations, CCPHC has resources available to encourage the public to be informed on public health emergency preparedness.

All - Responding disciplines (Emergency Management, Emergency Medical Services, Hospitals, Public Health) have the responsibility for assuring that health and medical personnel and volunteers are trained in emergency response procedures as applicable to their respective disciplines. All disciplines should encourage development of and participation in exercises that test the Clay County EOP and its integration with facility and agency plans. These exercises should follow the Homeland Security Exercise and Evaluation Program guidelines (HSEEP).

2. Preparedness

Emergency Management - Analyze pending situations for potential health problems in cooperation with CCPHC and providers of medical services. Alert personnel and begin locating available supplies and equipment.

Activate EOC and maintain current status reports.

Assist in establishing and maintaining security of mass patient care sites if needed.

Hospitals - Determine when it is appropriate to begin reducing patient population in the hospitals, nursing homes and other health care facilities if evacuation becomes necessary. Continue medical care for those that cannot be evacuated.

Begin crisis augmentation of health/medical personnel) such as nurses' aides, paramedics, Red Cross personnel, and other trained volunteers.

Establish contact with hospitals in neighboring jurisdictions.

Public Health - Review public health emergency preparedness plans including mass prophylaxis of individuals to prevent the spread of disease.

Prepare for implementation of Isolation and Quarantine measures if necessary.

EMS - Be alert to patient triage and transport indications.

3. Response

Emergency Management - Respond on a priority basis as established by the EOC, activating all necessary personnel.

Assist CCPHC in set up and operation of emergency prophylactic measures identified and recommended by the Centers for Disease Control and Prevention (CDC), the Missouri Department of Health and Senior Services, mid/or as determined by local public health needs as necessary for the response to the specific event.

Activate emergency mortuary plans as needed. Jackson County Medical Examiner is the lead for a response involving mass fatalities and handling of deceased.

Provide support for transportation of Public Health Strategic National Stockpile assets. Provide security for these assets if necessary.

Maintain the operational level of support to requesting agencies (public health) until advised that this is no longer necessary. For public health, this will be determined by surveillance data.

Assure assistance in providing security through Law Enforcement Annex of EOP for quarantine or isolation orders imposed by the Director of CCPHC.

EMS - Perform patient triage and transportation as necessary and as directed by dispatch centers with respect to information provided on EMS system regarding diversion or other directives.

Public Health - Provide guidance on public health measures to be implemented in reception centers, public shelters and at the disaster scene.

Provide public health information to the County Public Information Coordinator (PIC) for dissemination to the public.

Assure safety of any emergency food and water distributed by relief organizations.

Hospitals - Receive victims and maintain surge capacity through regional response efforts.

Agencies providing treatment or care of exposed and/or injured will utilize systems available through the region for patient tracking.

4. Recovery

All responding medical and public health services will follow their respective plans' recovery procedures.

Emergency Management - Continue to assist CCPHC in monitoring of potential public health problems.

Maintain list of deceased in EOC as provided by Medical Examiner's Office.

Perform tasks as required to return the situation to normal.

Participate in clean up and recovery operations.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the health and medical services is shown in Appendix I of this annex.

B. Assignment of Responsibilities

1. The Health and Medical Coordinator in Clay County will be the responsibility of the CCPHC DPH, or his/her designee. Health and medical resources needed during an emergency response which are not normally under the direction and control of the Health and Medical Coordinator should remain under the direct control of their sponsors. The Health and Medical Coordinator will direct assignment/coordination of these resources. If the event requires, the coordination could be delegated to an appropriate discipline (for example, mass casualty coordination will be delegated to the hospital leadership representative in the EOC, mass fatality coordination will be delegated to the Jackson County Medical Examiner). The Health and Medical Coordinator will also be responsible for determining location of PODs.
2. Receiving hospitals are responsible for patient care.

3. The Jackson County Medical Examiner is responsible for emergency mortuary procedures.
4. Responding agencies are responsible for medical supplies; or they may request support from the Resource and Supply Section (Annex G) through Emergency Management.
5. The CCPHC DPH will be responsible for recommending quarantine and or/isolation orders. This authority is granted by the highest elected official of the county. Measures will be taken to assure that transmission of any disease or condition is limited, securing whatever resources are necessary (law enforcement) through mutual aid or other arrangements,
6. Fire Services in Clay County that are First Responders may assist in triage. Trained Community Emergency Response Team (CERT) members may also be used for this function.
7. Tri-County Mental Health Services will be responsible for coordinating counseling services for those persons affected by the disaster and those responding to the disaster.
8. Any department or organization involved in this function should provide adequate training to their respective personnel regarding health and medical operations

V. DIRECTION AND CONTROL

- A. In order to assure effective coordination of emergency medical response, the Health and Medical Coordinator must coordinate operations from the EOC or coordinate activities through a representative at the EOC when mutually agreed upon by the Clay County Health and Medical Coordinator and the Clay County Emergency Management Director. Health and medical resources needed during an emergency response which are not normally under the direction and control of the Health and Medical Coordinator should remain under the direct control of their sponsors. The Health and Medical Coordinator will direct assignment/coordination of these resources. If the event requires, the coordination will be delegated to an appropriate discipline (for example, mass casualty coordination will be delegated to the hospital leadership representative in the EOC, mass fatality coordination will be delegated to the Jackson County Medical Examiner).
- B. The EOC will not interfere with the internal operations of the area hospitals, but will provide support as required (i.e., assist with ambulance dispatching, evacuation operations, if necessary, etc.).

- C. Should the EOC be moved, operational coordination of medical services will be moved with it.
- D. Decisions to evacuate the hospitals, nursing homes, etc., will be made by the institution staff and will be coordinated with the Clay County Health and Medical Coordinator in the EOC.
- E. The status of section field operations during and after an emergency/disaster should be known by the Health and Medical Coordinator and be available upon request.

VI. CONTINUITY OF GOVERNMENT

- A. Line of succession - Health and Medical Coordinator
 - 1. CCPHC Director of Public Health or his/her designee
 - 2. CCPHC, Division Director - Administration Division or his/her designee
 - 3. CCPHC, Division Director- Environmental Health Protection or his/her designee
- B. The above line of succession would be used for health and medical events that require a response for which CCPHC would be the lead. If the event requires, the coordination will be delegated to an appropriate discipline (for example, mass casualty-hospital leadership, mass fatality-medical examiner)
- C. The line of succession for each operating health and medical organization/agency will be as explained in each agency's SOG.

VII. ADMINISTRATION AND LOGISTICS

- A. Administration
 - 1. Statistics of various types will become very important during emergency periods. Some of those that should be kept and reported to the EOC are:
 - a. Deaths
 - b. Injuries
 - c. Prophylaxis provided during the event
 - d. Blood supply

- e. Incidences of disease and developing patterns.
 - f. Potential numbers of those exposed to the disease or element
 - g. Medical equipment and supplies received and distributed from state and federal resources.
- 2. Records of hours worked, and materials used must be reported to the Clay County Emergency Management Director for use in determining the total cost of the disaster.
 - 3. Supply requisitions should use the normal agency channels as much as possible.
 - 4. All other cost records are maintained and forwarded to the Clay County Emergency Management Director.

B. Logistics

- 1. Communications will be the responsibility of the agencies that are operational during the emergency or disaster, supplemented by the appropriate county and/or city government as necessary.
- 2. Response personnel will require logistical support for food, emergency power, fuel, etc., during emergency operations. In most situations, the Resources and Supply Section (Annex G) will be available to assist with supply matters.
- 3. Supply requisitions will be made through normal channels as much as possible but will be made through the EOC when necessary.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. This Annex and its supporting documents will be maintained by the Clay County Emergency Management Director in cooperation with the CCPHC DPH.
- B. An annual review and update of this annex and its appendices will be initiated by the Clay County Emergency Management Director in consultation with the CCPHC DPH.
- C. Each medical department/agency will update and maintain its own SOGs at least annually.

Appendices

Health and Medical Organizational Chart

Area Health and Medical Services

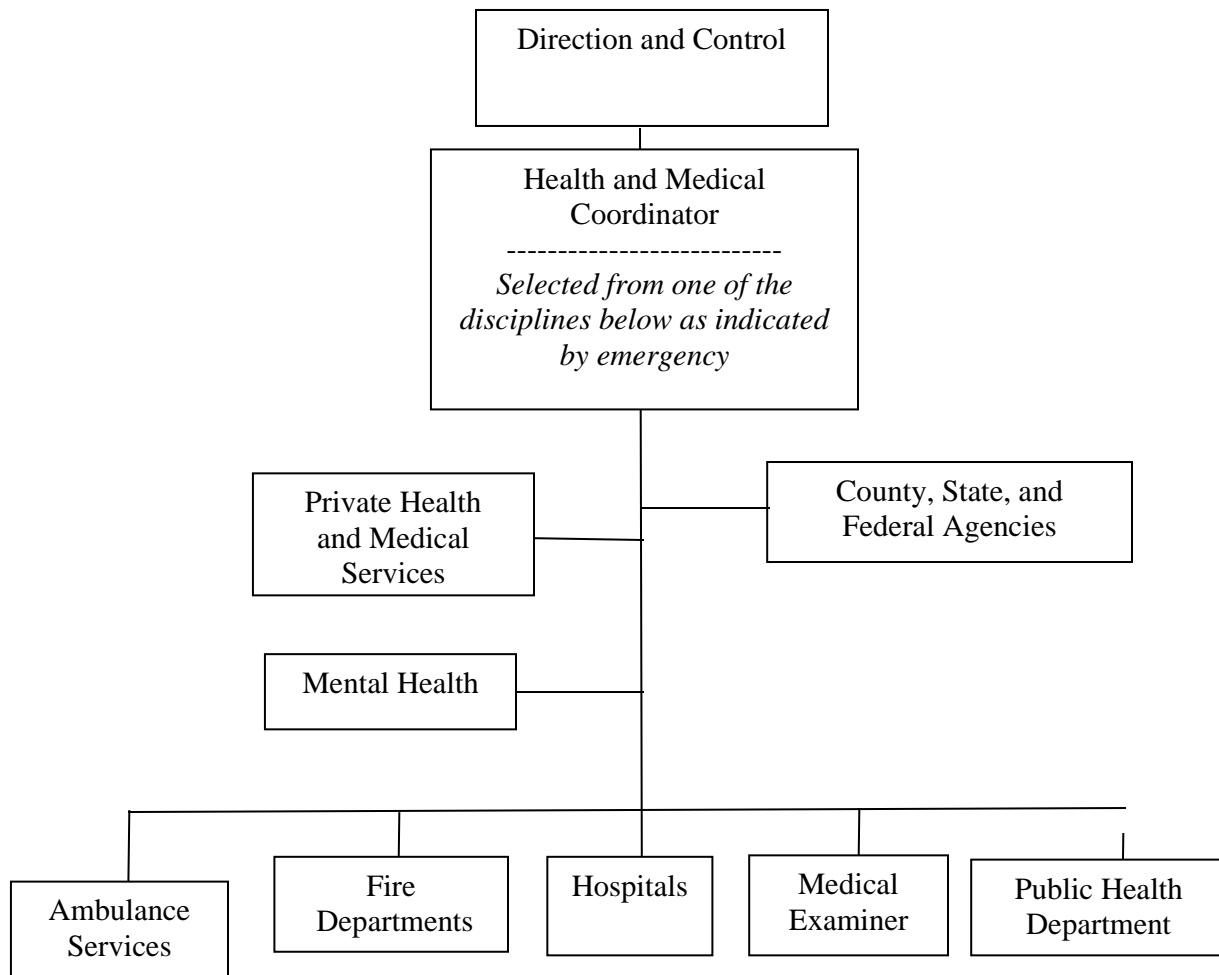
Local Public Health Emergency Plan Executive Summary

CHEMPACK Plan

Appendices Kent under Separate Cover

CCPHC Emergency Response Guide - separate cover appendix

ORGANIZATIONAL CHART FOR ANNEX M



AREA HEALTH AND MEDICAL SERVICES

A.	<u>Hospitals</u>	<u>Telephone #</u>
1.	Liberty Hospital 2525 Glen1 Hendren Dr. Liberty, Missouri	816-781-7200
2.	North Kansas City Hospital I-35 Hwy & Armour Rd East North Kansas City, Missouri	816-691-2000
3.	Excelsior Springs Hospital..... 1700 Rainbow Blvd. Excelsior Springs, Missouri	816-630-6081
B.	<u>Ambulance Service</u>	
1.	Claycomo Fire & Rescue	816-415-4612
2.	Excelsior Springs EMS (Excelsior Springs)	816-630-2121
3.	Gladstone Public Safety.....	816-436-3550
4.	Holt EMS (Clinton County)	816-264-3456
5.	NRAD (Platte County)	816-858-3521
6.	KCFD Ambulance (Kansas City)	816-274-1806
7.	Kearney Fire & Rescue Protection District	816-628-4122
8.	Liberty EMS (Liberty)	816-439-4702
9.	North Kansas City Fire Department	816-274-6025
10.	Pleasant Valley Fire Department	816-781-7373

C. First Responders

(See Annex F Appendix 2)

D. Health Services

1. Clay County Public Health Center.....816-595-4200 non-emergency
800 Haines Drive 816-595-4387 emergency
Liberty, MO

E. Mortuary Services

1. Fry-Bross-Spidle Funeral Home.....816-628-4411
208 S. Jefferson
Kearney, MO
2. Polley Funeral Home.....816-630-3388
5951 E. 10 Highway
Excelsior Springs, MO
3. Prichard Bross & Spidle Funeral816-630-3131
217 W. Broadway
Excelsior Springs, MO
4. Church-Archer-Pasley Funeral Home.....816-781-2000
119 E Franklin
Liberty, MO
5. Bailey Funeral Home.....816-264-2214
Holt, MO
6. Hixson-Klein Funeral Home.....816-532-9212
104 W. Church St.
Smithville, MO 64089
7. Polley Funeral Home.....816-580-7704
214 N.
Pennsylvania Lawson, MO
8. McGilley Memorial Chapels.....816-453-7700
3325 NE Vision Rd.
Gladstone, MO

9. Newcomer's DW Sons Funeral Homes.....816-561-0024
6600. Antioch Rd
Gladstone, MO
10. Park Lawn Northland Chapel.....816-781-8228
1640 N. Hwy 291
Liberty, MO 64068
11. William H. Young.....641-715-6007
Disaster Mortuary Operational Response Team Region VII

F. Medical Examiner

- Jackson County Medical Examiner.....816-881-6600
660 E 24th St
Kansas City, MO 64108

G. Mental Health Services

1. Tri County.....816-468-0400
3100 NE 83rd Suite 1001
Kansas City, MO
2. Center for Behavioral Medicine.....816-512-7000
1000 E 24th St
Kansas City, MO 64108
3. Access Counseling Network.....816-792-3363
134 Westwoods Drive
Liberty, MO

H. Veterinary Services

Clinic	Address	City	Zip	Phone (816)
Animal Clinic of <u>Kendlewood</u>	2770 NE 60th St	Kansas City	64119	453-0700
Ark Animal Hospital	940 Sutton Place	Liberty	64068	781-4595
Banfield, The Pet Hospital	8500 N Evanston	Kansas City	64157	781-7010
Claycomo Animal Hospital	5608 Eugene Field Rd	Kansas City	64119	452-2621
Crossroads Animal Hospital	1151 Orchard	Liberty	64068	781-1510
Excelsior Springs Animal Clinic	1220 N Rainbow Blvd.	Excelsior Springs	64024	637-5612
Foxwood Animal Hospital	4704 NE Vivion Rd	Kansas City	64119	453-2154
Gladstone Animal Clinic	7027 N. Oak	Kansas City	64118	436-1100
Lakeside Mobile Vet Clinic	16904 Collins Rd	Smithville	64089	532-9663
Lawson Animal Hospital	1 8857 Hwy 69 PO Box 455	Lawson	64062	580-3335
Long Veterinary Clinic	19615 Hwy 92	Kearney	64060	635-6616
North Oak Animal Hospital	8124 N Oak Trafficway	Kansas City	64118	436-4400
Northland Mobile Vet Clinic	11923 Sherman Road	Kansas City	64156	616-2349
Smithville Animal Hospital	1514 S Hwy 169	Smithville	64089	532-0130
The Animal Clinic of Kearney	310 Jefferson PO Box 562	Kearney	64060	628-4035
Veterinary Clinic of Liberty	1127 W. Kansas Street	Liberty	64068	781-0778

Basic Guide (Executive Summary)

I. PURPOSE

The Clay County Public Health Center Emergency Response Guide (CCPHC ERG) has been developed to provide written guidance for responding to public health emergencies.

II. SITUATION AND ASSUMPTIONS

A demographic description of Clay County is found in Appendix A of the Emergency Operations Plan (EOP).

The Hazard Analysis for Clay County is kept by Clay County Emergency Management and the Clay County Public Health Center (CCPHC). The analysis describes those hazards to which the county is vulnerable that would require emergency response procedures to be activated.

The U.S. Department of Homeland Security (DHS) Advisory System provides recommended protocols and actions based on threat levels assigned by DHS. A description of this System is found in the Resources section of the EOP. Clay County Public Health Center will take these recommendations under advisement as public health emergency response standard operating guidelines are developed.

The Centers for Disease Control (CDC) and Missouri Department of Health and Senior Services (MDHSS) will provide guidelines for use of Personal Protective Equipment (PPE) during response to public health emergencies. CCPHC will follow such guidelines and assure that staff receives appropriate PPE for response operations when it is indicated.

III. CONCEPT OF OPERATIONS

CCPHC is organized under Chapter 205 of the Missouri Revised Statutes as its own political subdivision with an elected Board of Trustees. The Board of Trustees must approve all policies, procedures, and guidance.

The Director of Public Health (DPH) has the implied authority to declare a public health emergency in Missouri Code of State Regulations, Division 20-Division of Environmental and Communicable Disease Prevention, Chapter 20-Communicable Diseases, 19 CSR 20-20.040 and 19 CSR 20-20.050.

The Clay County Commission appoints the CCPHC Director of Public Health as County Health Officer annually in February. A copy of this action is kept on file in the Office of Administration and the documentation binder of the CCPHC ERG.

During a declared emergency, the Director has the discretion to suspend routine services offered by CCPCH to reassign staff to emergency response roles. CCPHC will coordinate response efforts with local, state, and federal agencies.

CCPHC maintains after-hour emergency response contact capability through a telephone system. The CCPHC Duty Officer Manual and supporting staff assignments are maintained by the Planner. The 24/7 contact information for CCPHC is kept at both the Clay County 911 dispatch center and the Missouri Department of Health and Senior Services Disaster Situation Room. A copy of this manual can be found in the Resources section of the Emergency Operations Plan (EOP).

Organizational charts are included in Attachment 2 of this Basic Guide. CCPHC will utilize the Incident Command System (JCS) to respond to public health emergencies. Direction and Control for public health response is outlined in Annex A of this ERG.

ORGANIZATION & LEAD POSTIION ASSIGNMENTS OF RESPONSIBILITY

This section establishes the staff position that will serve as the lead contact for the corresponding functional annex of this guide. In situations when CCPHC is not the lead agency in the response (ex: hazardous materials incidents, mass patient care, or mass fatalities), the person identified may serve as a public health liaison/advisor. Descending chain of command (see Command Control, Annex A) within CCPHC and its divisions will be used to make an assignment if the person identified as lead is unavailable.

The following matrix illustrates these lead positions, key roles, and the corresponding Emergency Response Guide Annex:

Function	Definition of Role	Corresponding Annex	Staff position identified as 'Lead'
Direction and Control	Directs emergency operations of the Health Center	Annex A Direction and Control	DPH Division Director of Administration (Descending Chain of Command)
Information Technology & Connumerations	Oversees provision of technology and communications resources supporting public health response	Annex B Information Technology and Communications	Information Technology Staff

Function	Definition of Role	Corresponding Annex	Staff position identified as 'Lead'
Public Information	Acts as media spokesperson for Health Center. The Division of Administration will coordinate development of media messages	Annex C Public Information	DPH will act as media spokesperson Division Director of Administration PIO
Surveillance	Oversees surveillance systems, monitors reports for detection of disease	Annex D Surveillance	Epidemiology Staff CD Staff
Investigation	Assures investigation of confirmed or suspected cases and contacts associated with accidental or deliberate disease events	Annex E Investigation	Epidemiology Staff CD Staff
Prevention of Secondary Transmission	Coordinates activities to prevent secondary transmission of communicable disease	Annex F Prevention of Secondary Transmission	CCPHC Medical Director Division Directors Epidemiology Staff CD Staff
Isolation & Quarantine	Advises DPH on actions to take to affect isolation or quarantine orders	Annex G Isolation & Quarantine	DPH CCPHC Medical Director Division Directors Epidemiology Staff CD Staff
Mass Prophylaxis	Coordinates activities needed to receive Strategic National Stockpile and implement mass medication dispensing operations	Annex H Mass Prophylaxis	DPH CCPHC Medical Director Division Director or Administration Planner

Function	Definition of Role	Corresponding Annex	Staff position identified as 'Lead'
Mass Patient Care	Consults with partnering medical care providers and hospitals to assure effective medical care for large-scale emergencies	Annex I Mass Patient Care	DPH CCPHC Medical Director Division Directors
Mass Fatality Management	Coordinates with Medical Examiner's Office to assist with management of mass fatalities	Annex J Mass Fatalities Management	DPH Medical Records Staff Vital Statistics Staff
Nuclear and Chemical Incidents	Provide public health reference material or advice to agencies leading Nuclear and Chemical incident response	Annex K Nuclear and Chemical Incidents	DPH Division Directors
Food-borne or Water-borne Outbreaks	Oversees response activities to outbreaks of disease involving food or water contamination	Annex L Food-borne/Water-borne Outbreaks	DPH Division Directors Environmental Staff
Volunteer Management	Coordinates with agencies providing volunteers to support public health response activities	Annex M Volunteer Management	DPH Division Directors Community Development Specialist Planner
Recovery	Coordinates public health agency activities to support recovery from a disaster	Annex N Recovery	DPH Division Director of Administration
Pandemic Influenza	Considerations unique to Pandemic Influenza response	Annex O	DPH CCPHC Medical Director Division Directors Epidemiology Staff Planner
Functional Needs and Support Services	Considerations unique to responding to special populations	Annex P	DPH CCPHC Medical Director Division Directors Epidemiology Staff Planner

Staff assigned according to this matrix will be oriented to this guide so that they understand their role assignments in the event of a local public health emergency. Staff will also be oriented to other applicable CCPHC operating procedures. Periodic exercises or drills will be conducted to test these procedures and reinforce training provided.

CONTINUITY OF LOCAL PUBLIC HEALTH ADMINISTRATION

LINES OF SUCCESSION (Chain of Command)

- Director of Public Health (DPH)
- Division Director of Administration
- Division Director of Environmental Health Protection

PRESERVATION OF RECORDS

Essential records for CCPHC are located at the main office at 800 Haines Drive, Liberty, Missouri. Backup and archived documents are stored at the United Missouri Bank in Liberty. In order to provide normal operations following a public health emergency, standard operating guidelines (SOGs) will be observed. SOGs are found as attachments at the end of each annex to this guide.

ADMINISTRATION AND LOGISTICS

PURCHASES

The CCPHC Policy Manual allows emergency purchases. Expenditures of up to \$5,000 are allowed without prior Board of Trustees approval and purchasing policies may be suspended during emergency situations to provide needed supplies. A strict accounting of purchases will be kept for validation by the Board of Trustees after the emergency purchase process.

Accurate records of all actions taken are essential for future mitigation activities, reimbursements, training, exercising, and settling litigation.

Disaster assistance from the state or federal government will be utilized in accordance with applicable provisions and statutes. Requests for federal assistance will be coordinated through the Clay County Emergency Management Agency.

GUIDE DEVELOPMENT AND MAINTENANCE

This guide is developed by CCPHC with information received from other participating agencies, medical facilities, and voluntary agencies. The guide will be reviewed annual and revised as necessary.

Guide updates will be communicated to all staff assigned a functional responsibility in the ORGANIZATION & LEAD POSITION ASSIGNMENTS OF RESPONSIBILITY Matrix.

The most current version of this guide will be kept available to all staff via the network server and/or the Intranet. Hard copies or electronic copies will be in the office of each Division Director, the Planner, and the Director of Public Health.

CHEMPACK

The toxic effects of nerve agents require immediate pharmaceutical intervention followed by long-term care. This pharmaceutical intervention must be supported in both the pre-hospital and hospital phase. The ability of emergency medical personnel to begin immediate treatment of individuals exposed to nerve agents will directly affect a casualty's ability to survive the exposure. The forward placement of nerve agent antidotes under the Centers for Disease Control and Prevention's (CDC) CHEMPACK Program will provide first responders and first receivers the resources they need to rapidly respond to huge-scale nerve agent or organophosphate pesticide releases.

The Clay County Plan for Nerve Agent Release Response (CIJEMACK) lies with the Clay County Public Health Center Emergency Operations Plan, Annex K.

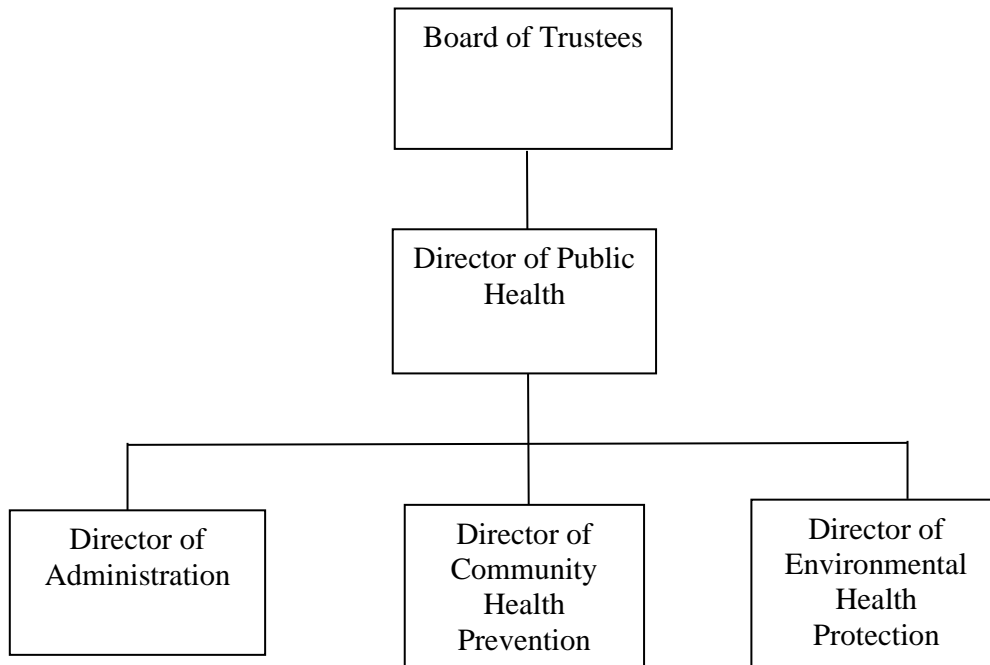
Standard Operating Guidelines for Preservation of Records

Clay County Public Health Center (CCPHC) Medical Records Staff are responsible for maintenance, storage, and preservation of all medical records for CCPHC. Clay County Public Health Center Purchasing Staff are responsible for maintenance, storage, and preservation of those documents pertaining to the response activities of CCPHC. Additional information concerning certain medical records can be obtained by contacting Missouri Department of Health and Senior Services (MDHSS) in Jefferson City, Missouri for data that is entered into the MDHSS MOHSAIC, WebSurv, or Vital Records systems.

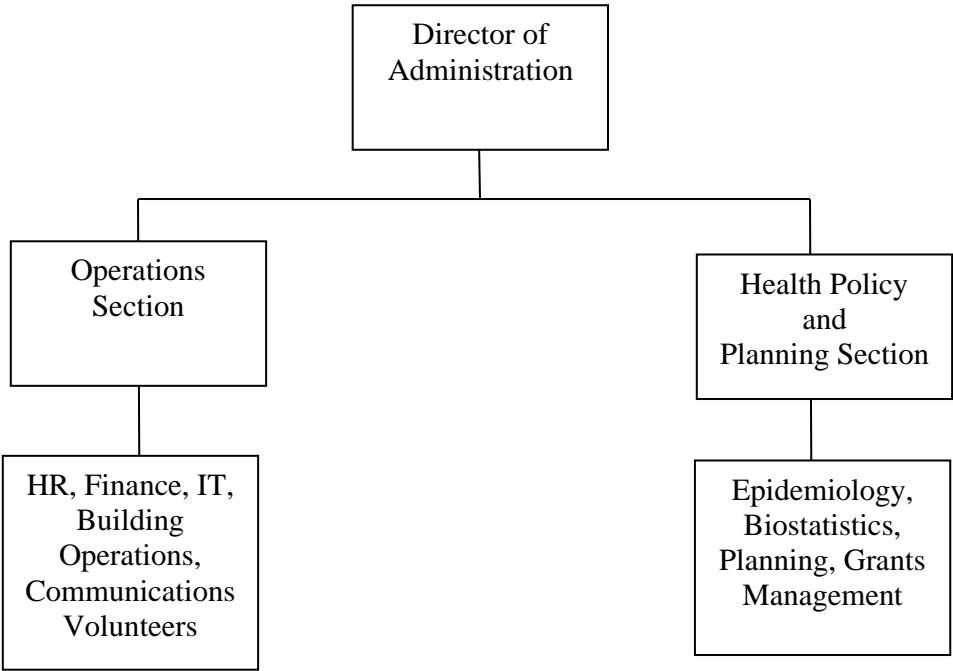
Clay County Public Health Center Organizational Charts

ORGANIZATIONAL CHART

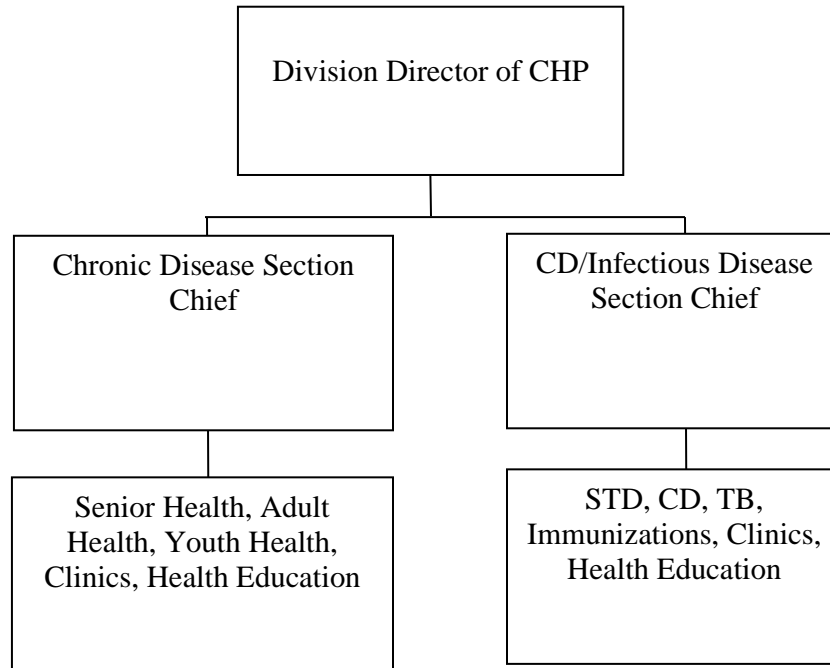
Clay County Public Health Center (CCPHC)



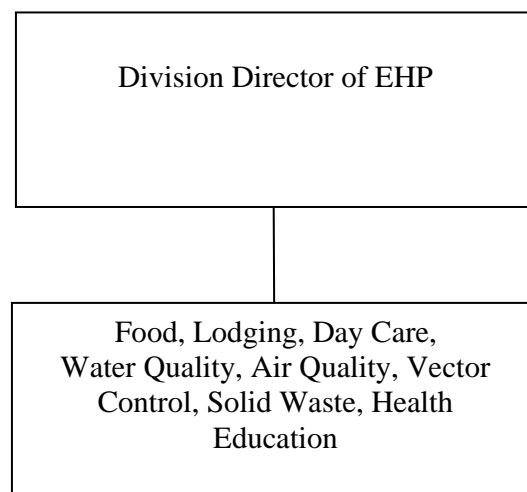
ORGANIZATIONAL CHART
Division of Administration



ORGANIZATIONAL CHART
Community Health Prevention



ORGANIZATIONAL CHART
Environmental Health Protection



ANNEX N (ESF #4, 5, 6, 8, 10, 13, 15)

TERRORISM

I. PURPOSE

The purpose of this annex is to establish a unified approach for the emergency response agencies of Clay County and each of the political subdivisions within the county to respond to and recover from a threat or act of terrorism. Also, to establish a response system that prescribes responsibilities and actions required to respond to and recover from a terrorist incident.

The Federal Bureau of Investigation (FBI) defines terrorism as *"the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives"*. Terrorism can be either foreign or domestic.

II. SITUATION AND ASSUMPTIONS

A. Situation:

1. Clay County and each of the political subdivisions within the county has potential targets for terrorist activities. These include, but are not limited to:
 - a. Federal, state, county and municipal government facilities and structures.
 - b. Military installations.
 - c. HAZMAT Facilities.
 - d. Medical facilities.
 - e. Religious facilities.
 - f. Businesses and manufacturing centers.
 - g. Airports, railroads, highways, and navigable rivers.
 - h. Pipelines; power plants; public utilities; landmarks; and large public gatherings.
 - i. Agriculture.

- j. Educational Institutions
 - k. Financial Institutions
 - l. Chemical Facilities
2. Terrorism takes many forms: bombings, arson, infrastructure attacks (on water, electric, gas, or telecommunications systems), mass shootings, cyberspace failure or disruption, transportation attacks (hijacking, bombing, and sabotage), and common law torts.
- a. **Weapons of Mass Destruction (WMD).** Any weapon designed, or intended, to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals, or their precursors; any weapon involving a disease organism; or any weapon designed to release radiation or radioactivity at a level dangerous to human life (18 USC 2332a). The USC (18 USC 921) also includes a destructive device, with certain exceptions, to mean "any explosive, incendiary, or poison gas, bomb, grenade, or rocket, missile, mine, or a device similar to the above that will expel a projectile by explosive or other propellant".
 - b. **Chemical Agent.** A chemical substance intended to kill, seriously injure, or incapacitate people through physiological effects. Hazardous chemicals, including industrial chemicals and agents, can be introduced via aerosol devices (including munitions, sprayers, or aerosol generators), breaking containers, or covert dissemination. A chemical agent attack might release a chemical warfare agent (such as a nerve or blister agent) or an industrial chemical that may have serious consequences. Whether an infectious agent or a hazardous chemical causes an outbreak may not be obvious early in an investigation; however, most chemical attacks are localized, and their effects become evident within a few minutes. Different chemical agents can be persistent or non-persistent. Persistent agents remain in the affected area for hours, days, or weeks. Non-persistent agents have high evaporation rates, are lighter than air, and disperse rapidly; they therefore lose ability to cause casualties after a few minutes (although they may persist longer in small unventilated areas).
 - c. **Biological Agents.** Living organisms or materials derived from them that cause disease; harm humans, animals, or plants; or deteriorate materials. Recognition of a biological hazard can occur by identifying it as a credible threat; discovering bioterrorism evidence (devices, agents, clandestine labs); diagnosing a disease caused by an agent identified as a possible bioterrorism agent; or gathering and interpreting public health surveillance data.

People exposed to a pathogen such as anthrax or smallpox may not know they have been exposed, and those infected or subsequently infected may not feel sick for some time. Infectious diseases typically progress with a delay between exposure and onset of illness-the incubation period. The incubation period may range from several hours to a few weeks, depending on the exposure and pathogen. Unlike acute incidents involving explosives or some hazardous chemicals, direct patient care providers and the public health community are likely to first detect a biological attack on civilians. Terrorists also could use biological agents to affect agricultural commodities (agro-terrorism). These agents include wheat rust or viruses could devastate the local or even national economy.

- d. **Radiological/Nuclear.** High-energy particles or gamma rays emitted by an atom undergoing radioactive decay. Emitted particles can be charged alpha or beta particles, or neutral neutrons, or gamma rays. The difficulty of responding to a nuclear or radiological incident is compounded by the nature of radiation itself. Also, involvement of radioactive materials in an explosion may or may not be obvious; depending on what explosive device was used. The presence of a radiation hazard is difficult to ascertain unless the responders have the proper detection equipment and the training to use it. Most of the many detection devices available are designed to detect specific types and levels of radiation -they are not appropriate for measuring or ruling out the presence of all possible radiological hazards. Terrorists may use the following delivery methods:
 - 1) An improvised nuclear device (IND) is any explosive device designed to cause a nuclear yield. Either uranium or plutonium isotopes can fuel these devices, depending on the trigger. While "weapons-grade" material increases the efficiency of a device, materials of less than weapons grade can still be used.
 - 2) A radiological dispersal device (RDD) is any explosive device that spreads radioactive material when detonated. An RDD includes an improvised explosive device that could be used by placing it in close proximity to radioactive material. An RDD also includes devices identified as "dirty bombs".
 - 3) A simple RDD spreads radiological material non-explosively (for example, medical isotopes or waste).
- e. **Explosives.** Conventional explosive devices or improvised bombs used to cause massive local destruction or to disperse chemical, biological, or radiological agents. Improvised explosive devices are categorized as explosive or incendiary -using high or low filler

explosive materials to explode and/or cause fires. Bombs and firebombs are inexpensive and easily constructed. They are not technologically sophisticated. Of all weapons, these are the easiest to obtain and use. The components are readily available, as are detailed instructions for constructing these devices. They are the likeliest terrorist weapons.

- f. **Cyber Terrorism.** "Malicious conduct in cyberspace to commit or threaten to commit acts dangerous to human life, or against a nation's critical infrastructures ... in order to intimidate or coerce a government or civilian population ... in furtherance of political or social objectives."

- 3. **Homeland Security Regional Response System (HSRRS)** includes a response network developed regionally.

Several of these regions include hazardous materials response teams with enhanced capabilities for response to WMD incidents, including incidents involving nuclear or radiological materials, and biological and chemical agents. The following provides a general overview of their locations, number of teams and capabilities:

- a. There are currently twenty eight (28) Homeland Security Regional Response Teams (HSRT) located throughout the State of Missouri. (see appendix 1 to annex N)
- b. Many of the existing teams are continuing to develop their heavy and light search and rescue capabilities, acquire latest technology detection equipment, expand decontamination capability and address logistical support requirements.
- c. For all terrorist response operations, the Unified Command System will be used for Direction and Control pursuant to the National Incident Management System (NIMS) Control.

- 4. **Request for Homeland Security Regional Response System (HSRRS)**

- a. In order to deal with a terrorist event, a network of resources Must already be in place (personnel, equipment and supplies) The current situation will determine the type of resources needed and techniques to be employed.
- b. These teams will be mobilized and deployed by the Division of Fire Safety through Statewide Fire Mutual Aid to support local jurisdiction response and recovery operations.

- c. Local jurisdictions must request support from the Division of Fire Safety. Call (573) 690-3782 or their regional Statewide Fire Mutual Aid coordinator.
- d. If a terrorist attack should occur in Clay County, which Does not have a Homeland Security Regional Response System (HSRRS) and will require support in responding to the terrorist incident, it is the local jurisdiction's responsibility to contact the Division of Fire Safety and request support.

B. Assumptions:

- 1. Clay County and each political subdivision within the county recognizes the responsibility for public health and safety, and the need of a plan to set forth guidelines to deal with terrorism, and the need to exercise the procedures, policies, and guidelines set forth in this Annex.
- 2. Proper implementation of this Annex can reduce the effects a terrorist attack and limit related exposure to the public.
- 3. No single agency at the Local, State, or Federal level possesses the authority and/or the expertise to act unilaterally on the many difficult issues that may arise in response to a threat or act of terrorism, particularly if WMD is involved.
- 4. Should a terrorist incident be identified, Clay County or any of the political subdivisions within the county could be acting alone pending mobilization and deployment of other local, State and Federal assets.
- 5. An act of terrorism involving WMD in Clay County or any of the political subdivisions within the county could immediately overwhelm the local response capabilities.
- 6. Counter terrorism efforts including intelligence gathering and appropriate response training may reduce some incident potential, but incidents can occur with little or no warning.
- 7. If appropriate personal protective equipment (PPE) is not readily available, entry into the contaminated area (hot zone) may be delayed until the arrival of trained and equipped emergency response personnel. Responders must also be aware of secondary devices targeting first responders.

8. The policies set forth in this Annex, and any and all plans developed by or for Clay County and each of the political subdivisions within the county to mitigate, prepare for, respond to, or recover from any terrorist event, have been coordinated to eliminate dual tasking of resources and identify the proper command and control functions.
9. All personnel including support personnel should train in the Incident Command System (ICS/NIMS)

III. CONCEPT OF OPERATIONS

A. General:

- I. Presidential Decision Directive 39 (PDD-39) was signed in May 1995, shortly after the Alfred P. Murrah Federal Building bombing. PDD-39 establishes policy to reduce the United States' vulnerability to terrorism, deter and respond to terrorism, and strengthen capabilities to detect, prevent, defeat, and manage the consequences of terrorism. This directive is particularly important for planning purposes- it specifies how to manage response to and recovery from a terrorist incident.
2. Homeland Security Presidential Directive 5 (HSPD-5) was signed on February 28, 2003, calling for creation of a National Response Framework (NRF) to "integrate Federal Government domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazard plan" under authority of the Secretary of Homeland Security. Under the NRF a National Incident Management System (NIMS) is to be developed to provide a consistent nationwide framework for standardizing incident management practices and procedures. This ensures that federal, state, and local governments can work effectively, efficiently, and cooperatively to prepare for, respond to, and recover from domestic incidents-regardless of cause, size, or complexity.
3. The Federal government has primary responsibility to prevent, preempt, and terminate threats or acts of terrorism, and to apprehend and prosecute the perpetrators. Federal, State and local authorities will coordinate terrorism response and recovery efforts using the National Incident Management System (NIMS). The initial response to a terrorist incident is primarily a local law enforcement effort with the FBI assigned as the Lead Federal Agency (LFA) responsible for coordinating the Federal response. The FBI will assign a Special Agent or member of the Joint

Terrorism Task Force in the role of liaison to coordinate with the incident commander or unified command in an incident command post. The initial response to a terrorist incident identifies, acquires, and plans use of resources needed to anticipate, prevent, and/or resolve a threat or act of terrorism. Following the initial response to the terrorist incident, recovery efforts protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the terrorist incident. In a terrorist incident, **FEMA is the lead Federal Agency responsible for the recovery phase.**

4. Upon authorization by The Division of Fire Safety, the Homeland Security Regional Response Team (HSRT) will be able to respond to any terrorism incident that will occur in their region.
5. Upon authorization by SEMA, the Forward Regional Response Team (FRRT) will also be able to respond to terrorism incidents but, their resources will be less than those of an HSRT. They will also be funded or supplied by State and Federal aid or grants. They will also provide support to the HSRT in terrorism incidents when needed.

B. Primary Objectives in Response to a Terrorist Act:

1. Protect the lives and safety of the citizens and first responders.
2. Isolate, contain, and/or limit the spread of any cyber, nuclear, biological, chemical, incendiary, or explosive device.
3. Identify the type of agent or devices used.
4. Identify and establish control zones for suspected agent used.
5. Identify appropriate decontamination procedure and/or treatment.
6. Ensure that responders have appropriate equipment and personal protective equipment (PPE).
7. Notify emergency personnel, including medical facilities of the danger and anticipated casualties.
8. Notify appropriate state and Federal agencies.
9. Provide accurate and timely public information.
10. Preserve as much evidence as possible to aid investigations.
11. Protect critical infrastructure.

C. Operational TimeFrames:

1. Mitigation:

- a. Develop a method for processing information.
- b. Analyze potential threats, targets, and potential hazards for the jurisdiction. Disseminate on a need-to-know basis when appropriate.
- c. Identify facilities, agencies, personnel, and resources necessary to support a Terrorist Incident Response.
- d. Whenever possible, training exercises conducted by local jurisdictions should include terrorism (WMD) and the use of the HSRRS. The purpose is to provide a training opportunity, and to exercise HSRRS capabilities as required by the Office of Domestic Preparedness (OPD). All exercises should follow Homeland Security Exercise and Evaluation Program Guidelines (HSEEP).
- e. Review and become familiar with the LEOP and the SEOP.

2. Preparedness: Clay County and each of the political subdivisions within the county will take the appropriate security measures. See Appendix 2 of this Annex for Federal and State Homeland Security Advisory System threat guidelines.

- a. Develop and review Plans and SOG's for response to a terrorist incident. Open and prepare the EOC for possible full activation.
- b. Advise key personnel of the potential risk.
- c. Make recommendation as to a possible course of action.
- d. Maintain increased readiness status until the situation escalates or the decision to discontinue operations is given. Train personnel and maintain inventory of equipment and supplies.

3. Response:

- a. Any individual who receives notification of a terrorist incident or who is responsible for making notifications must assure that every effort is made to contact primary and support personnel as identified in the Basic Plan and to immediately notify SEMA through the Clay County EOC.
- b. Once a terrorism incident is suspected, local law enforcement will report the incident to the Joint Terrorism Task Force (JTTF) and request assistance from the Clay County EOC for the need of additional resources. The Clay County EOC will forward the request to the state using existing operating guidelines and/or procedures.
- c. Each Emergency Response agency shall report to the EOC and may be required to provide a representative to the on scene Unified Command.
- d. Local government departments will provide assistance to the EOC as dictated by the current situation.
- e. The impacted political subdivision Public Information Coordinator (PIC) should coordinate all public information releases. If the impacted political subdivision does not have a PIC, the Clay County PIC will coordinate all public information releases. (See Annex C). In the event that multiple jurisdictions are involved, the Clay County PIC should establish a Joint Information Center (JIC). **Note: While the local jurisdiction is encouraged to establish a PIC position for a terrorist event, it is possible that due to the sensitive nature of the terrorism, the FBI will establish a JIC and request that all public information regarding the incident be released by the FBI only.**

4. Recovery:

- a. Determine the extent of damages, prepare a damage assessment report and request assistance.
- b. Test, check, and exercise equipment to identify its serviceability.
- c. Restore essential public services to critical facilities.
- d. Inventory and replace supplies as necessary.
- e. Restore all public services to the general population.

Note: Team leaders/Team technicians will contact local jurisdictions to determine recovery action items that are specific the jurisdiction.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization:

A response organization for a terrorism incident will be under the Direction and Control of the Chief Elected Official or a designated representative. The coordinated response will be conducted from the EOC. The primary responders for terrorism are normally local law enforcement, fire, and County Health and Medical personnel. All other departments are considered to be support. Each jurisdiction should prepare an SOG and functional check list for response to a terrorism incident as defined in the Clay County Basic Plan (P&S Chart). All participating agencies must comply with training requirements set-forth by SEMA. In addition, an up-to-date list of emergency response personnel will be maintained and available. The following provides a breakdown by functional areas:

B. Assignment of Responsibilities:

1. EOC Function: (See Basic Plan and appropriate Annex's for additional Information).
 - a. The Federal Government is responsible to determine the Nation's threat level. See Appendix 2 to Annex N for HOMELAND SECURITY TERRORIST WARNING SYSTEM CHART. However, it is up to the local jurisdiction to determine their appropriate threat level based upon their current situation.
 - b. If notification of a terrorist incident is received, the Clay County Emergency Management Director will immediately contact the Chief elected official and primary and support agencies as identified in the Primary & Support Responsibility Charts.
 - c. If notification of an incident is received by other than the Emergency Management Office, the individual receiving the notification will contact the Clay County Emergency Management Office. The Emergency Management Director will contact the Chief Elected Official as soon as possible.
 - d. The Clay County Emergency Management Office is responsible to contact SEMA Staff Duty Officer and inform them of their current situation and threat. Other local impacted jurisdictions within Clay County will notify the Clay County EOC so that they may make the appropriate state and federal notifications.

- e. Activate the EOC at either the primary or alternate location. The Clay County EOC serves as the clearing house for local jurisdiction to collect, discuss, and disseminate information in regard to a particular event occurring within their jurisdiction. The Clay County EOC is responsible to maintain contact with appropriate State and Federal Agencies throughout the incident period.
- f. Review EOP and determine if pre-designated staging areas, mobilizations and reception centers are far enough away from the actual scene so that safety is guaranteed.
- g. If necessary, a Joint Operation Center (JOC) will be established by the Lead Federal Agency (LFA) and will be under the operational control of the Federal on Scene Commander (OSC). The JOC is the focal point and is responsible for coordinating requests from the State. The on-Scene Commander may request that a representative from the impacted jurisdiction be assigned to the JOC.

2. Emergency Management:

- a. Direction and Control will originate from the Clay County EOC.
- b. Ensure the alternate EOCs are operationally ready in the event that the primary EOC is not available.
- c. The Clay County EOC will be staffed in accordance with the Basic Plan. If any of the political subdivisions open an EOC they shall follow their ordinances and policies regarding staffing.
- d. The Clay County EOC will coordinate with SEMA and other Federal, State or Local Agency's EOC as necessary.
- e. The Clay County EOC will Prepare and distribute Situations Reports (SITREPS) as needed. Information regarding the incident at the local level should be forwarded to the Clay County EOC so that current SITREPS can be developed.
- f. The Clay County EOC will work with the impacted jurisdictions to coordinate response and recovery operations.
- g. The Clay County EOC will help impacted jurisdictions identify and coordinate resource requirements.

3. Local Law Enforcement:

- a. Manage the incident scene by setting up an Incident Command System (ICS) to manage/coordinate with other departments and agencies using the unified Command System.
- b. Respond to requests for support/assistance from other departments; local, state, and federal.
- c. Provide security, maintain order, prevent unauthorized entry, control, and re-route traffic and maintain open access/egress for authorized vehicles into the terrorist incident scene.
- d. Assist in evacuation or shelter in place protection notification of the affected area as requested by the EOC or the on scene incident commander.
- e. Develop and maintain Standard Operating Guidelines of duties, roles and responsibilities for any terrorism incidents involving Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE).
- f. Ensure scene security and evidence preservation pending arrival of the FBI and assist the FBI and other investigative authorities in determining responsibility.
- g. Establish access control into and out of crime scene.
- h. Provide security for Command Post and EOC.
- i. Manage crowd control when necessary.
- j. Provide a representative to the Clay County EOC or the affected jurisdiction's EOC and coordinate with other responding agencies for support and resource requirements.

4. Fire Department:

- a. Respond to all reports of terrorist incidents to determine the nature and scope of the incident.
- b. Provide a representative to the Clay County EOC and coordinate with Clay County law enforcement and other agencies for support and resource requirements.

- c. Establish site security areas and hazard exclusion zones in accordance with established procedures and guidelines.
 - d. Provide information to the EOC on hazardous material/evaluation and environmental damage assessment.
 - e. Develop and maintain Standard Operating Guidelines to identify specific roles and responsibilities of fire service personnel in each of the major terrorism incidents involving CBRNE.
 - f. Keep the EOC and incident commander informed of events as the incident progresses.
5. Health Department:
- a. Provide personnel safety information to the EOC.
 - b. Provide an environmental analysis, with help from the MO Dept. of Health and Senior Services (DHSS) and the Centers for Disease Control and Prevention (CDC). Coordinate with the Clay County Health Director on all health issues. The Clay County Health and Medical Director is responsible to determine the health risk, and recommend epidemiological and toxicological solutions to deal with public health issues involved in a terrorist incident. (See Annex M)
 - c. Monitor response personnel and general public exposure to chemical, biological, and radiological agents.
 - d. Monitor and track potential victims.
 - e. Provide information regarding exposure and treatment to potential victims and workers.
 - f. The County Health and Medical Director or a designated representative will assist the PIC on Health and Medical issues and information releases regardless of media concerning public and individual health issues.
 - g. Keep the EOC informed as the incident progresses.

6. Public Works:

- a. Respond to emergency requests from the Clay County EOC by providing resources such as trucks, earth moving equipment and other needed assets/materials along with operators to reduce hazards, minimizing secondary damage.
- b. Provide barricades to assist in evacuation and/or scene security.
- c. Assist in providing temporary storage of equipment and materials until appropriate locations can be located.
- d. Coordinate with the Clay County EOC and the on scene commander to ensure the area is safe to enter. **Do not enter any area if it has not been cleared and declared safe for reentry.**

7. Emergency Medical Services

The Chief of Emergency Medical Service (EMS) is primarily responsible for directing the medical response and on scene operation within the impacted area. The EMS is responsible for identifying and anticipating resource requirements and allocates resources accordingly. EMS coordinates mutual aid in conjunction with the County Health and Medical Coordinator.

8. Public Information: All information regarding a terrorism incident will be disseminated by the affected jurisdiction's PIC, or in the case that there is no local PIC, the Clay County PIC, or the FBI PIC. *Note: while the local jurisdiction is encouraged to establish a PIC position for a terrorist event, it is possible that due to the sensitive nature of a terrorism event, the FBI will establish a JIC and request that only the FBI release all public information regarding the incident.*

Note: Team Leader/Team Technician: For information on this topic, see Annex C of this plan.

V. DIRECTION AND CONTROL

- A. Initial response operations are the responsibility of the local jurisdiction. The FBI is the Lead Federal Agency for all terrorist attacks and will establish a JOC for Direction and Control if one is needed. The Missouri State Highway Patrol (MSHP) has primary responsibility for coordinating with the state level response with the FBI.

- B. Local Public Information Operations will be coordinated from the EOC.
Note: FEMA/FBI may establish a JIC.
- C. Response and Recovery operations are the responsibility of the local jurisdiction. When making a formal request to SEMA for assistance, the local jurisdiction must have exhausted its capabilities and resources.

VI. CONTINUITY OF GOVERNMENT

- A. Line of Succession For Terrorism:
 - 1. Clay County listed here (By position only)
 - a. Clay County Emergency Management Director
 - b. County Sheriff - (LEO)
 - c. Clay County Elected Officials
 - 2. All political subdivisions within Clay County are required to maintain a line of succession pursuant to Missouri State Statutes or as outlined in the subdivision's COOP plan.

VII. ADMINISTRATION AND LOGISTICS

- A. Administration:
 - 1. To implement Annex N, an incident must be designated a suspected or actual terrorist threat or action in Clay County or any of the political subdivisions within the county if the incident occurs within their jurisdiction. It is preferable that this declaration is made by the Chief Elected Official of the affected jurisdiction; however, the chief law enforcement officer of the affected jurisdiction can also issue this declaration if necessary.
 - 2. Procedures for dealing with expenses incurred and liability for actions and injuries are outlined in local ordinances, mutual aid agreements and this plan.
 - 3. A post incident report and critique shall be the responsibility of the lead agencies with input from all involved agencies. This will be used for plan modifications and training exercises.

B. Logistics:

1. On-Hand stockpiles of Critical Essential materials and supplies should be inventoried and updated annually to ensure its operational readiness or serviceability.
2. Emergency purchasing authority may be authorized pursuant to county and city ordinances if a terrorist incident has occurred.
3. The cleanup, removal and disposal of contaminated materials will be handled with the same care that was used during the incident. The MO Department of Natural Resources and the US Environmental Protection Agency may provide assistance in removal, disposal oversight, technical considerations, and funding.

Appendices

Appendix 1 to Annex N
National Terrorism Advisory System

Appendix 2 to Annex N
Homeland Security Regional Response System Overview

Appendix 3 to Annex N
General Terrorism Response Guidelines

Attachment A - Potential Targets for Terrorism
Attachment B - Terrorism Resources

NATIONAL TERRORISM ADVISORY SYSTEM

Because of the potential for future terrorist-related incidents, a National Terrorism Advisory System (NTAS) was developed to disseminate information regarding the risk of terrorist acts to federal, state, and local governments and to the American people. After reviewing the available information, the Secretary of Homeland Security will decide, in coordination with other Federal entities, whether an NTAS Alert should be issued.

NTAS Alerts will only be issued when credible information is available.

These alerts will include a clear statement that there is an **imminent threat** or elevated **threat**. Using available information, the alerts will provide a concise summary of the potential threat, information about actions being taken to ensure public safety, and recommended steps that individuals, communities, businesses, and governments can take to help prevent, mitigate, or respond to the threat.

The NTAS Alerts will be based on the nature of the threat: in some cases, alerts will be sent directly to law enforcement or affected areas of the private sector, while in others, alerts will be issued more broadly to the American people through both official and media channels.

Imminent Threat Alert

Warns of a credible, specific, and impending terrorist threat against the United States.

Elevated Threat Alert

Warns of a credible terrorist threat against the United States.

Additional Information on NTAS including a sample alert can be found at the following DHS sites:

<http://www.dhs.gov/files/publications/ntas-public-guide.shtmtp://www.dhs.gov/xlibrary/assets/ntas/ntas-sample-alert.pdf>

Homeland Security Regional Response System Overview (HSSRS)

In the late 1990s, the State Emergency Management Agency began to serve as a conduit for federal and state grant money that was provided to local jurisdictions in Missouri to both build basic hazmat response capability, as well as enhance already existing hazmat response capability. Some of this money was used to provide training for participants in the program, in addition to buying equipment. Participants were involved in the State Fire Mutual Aid system recognized by the State Fire Marshal's Office. However, there was little consistency between participants in expectations or commitment to the program.

After the terrorist attack and anthrax letters in the fall of 2001, and the advent of Homeland Security grant funding, additional money was made available to the participants involved in the hazmat program to focus on the terrorist threat.

Existing participants were rolled into a Homeland Security Response Team (HSRT) program. Additional hazmat teams were brought into the program, and other emergency response capability such as SWAT and EMS were combined together to constitute 28 individual HSRT "Teams" throughout Missouri.

However, there was no consistency from team to team as to size, types of emergency response disciplines involved, or under what circumstances they would respond outside of their own jurisdiction.

In some but not all instances, MOUs were entered into between the state of Missouri and the local jurisdictions who were participating in the HSRT program. However, there was no consistency in these MOUs from team to team. Some HSRT teams with lesser capabilities were designated as "forward teams" and received less funding than other teams, but there was no well thought out plan or strategy on deployment of the teams, under what authority they would be deployed, etc. There was no ability to ask for or deploy only the SWAT or hazmat component of the team if that is all that was needed.

To date, over 30 million dollars of federal Homeland Security grant money has been spent on the HSRT program in Missouri. The federal Department of Homeland Security recognized the lack of consistency and sustainability in Missouri's CBRNE/WMD initiative and when they awarded the FY-2006 Homeland Security grants they prohibited Missouri from spending any more money on this program until the program justification was re-designed and rewritten to truly reflect a sustainable, consistent, multi-hazard response capability.

In December 2005, with the oversight of the Governor's Homeland Security Advisory Council (HSAC) on the HSRT program, the Council decided that this program needed to evolve into a true regionally focused multi-hazard "CBRNE/WMD" response network or system that was scalable as the need dictated.

The Homeland Security Coordinator and the Executive Director of the Missouri Emergency Response Commission were directed by the Advisory Council to become involved in the HSRT program and develop it into a regionally focused system of local resource that could receive homeland security grant funding and other state support. This was the start of the Homeland Security Regional Response System concept.

As a result of the HSAC mandates, an Executive Steering Committee for the Homeland Security Regional Response System was formed. The goal of the Executive Steering Committee was to help obtain regional and local input on moving from 28 multi-discipline teams to a concept of having a network or system in each homeland security region that can bring together individual disciplines as need to respond to CBRNE/WMD incidents. The primary members of the Committee are generally comprised of the Homeland Security Response Team representatives who are already on the nine (9) Homeland Security Regional Oversight Committees (RHSOC), as well as representatives from each of the two Urban Area Security Initiative areas of Kansas City and St. Louis. In several instances, the Executive Steering Committee members are not the RHSOC representatives, but have been elected by the consensus by the members of a working group in their region.

The Executive Steering Committee's mission is to provide operational and tactical guidance for the Homeland Security Regional Response System (HSRRS) program. Under the HSRRS, the funding for the program in each region is tied to a "threat matrix". This threat matrix is based on population, number of counties, and number of critical infrastructure and key assets as reflected in the Homeland Security Critical Infrastructure Data Base, in each region. The Governor's Homeland Security Advisory Council sets the overall funding level for this program, utilizing federal Homeland Security grant funding.

Primary and alternate representatives from each region who serve on the HSRRS Executive Steering Committee are responsible for setting up a working group within their region to determine how that money will be spent to sustain a HSRRS program in their region. The money is administered through the State Administrative Agent, SEMA, to the individual jurisdictions through the regional working groups.

To participate in the HSRRS, a jurisdiction has to agree, in principle, that they are willing, under the existing mutual aid framework, to allow their participant disciplines such as a hazmat team or SWAT team, to respond to CBRNE/WMD emergencies within their region, and possibly statewide, as their availability and the situation warrants. It is recognized that the state has no authority to order deployment of HSRRS participants, and any response is within the guidelines of the existing Missouri mutual aid system. Part of the grant money acceptance documentation, which each grantee must sign before they receive federal homeland security grant money, articulates this expectation.

Participation in the old HSRT program does not mandate continuing participation in this program, and the expectations or lack thereof for any individual jurisdiction under the old HSRT program does not automatically carry over into the HSRRS.

The HSRRS recognizes that individual jurisdictions in each region have basic response assets and capabilities such as hazmat response teams, SWAT team, EMS, bomb squads, etc. The grant money provided through the HSRRS is not designed to sustain these basic core capabilities, nor establish new basic core capabilities in jurisdictions that do not already have them. The HS grant money from this program is meant to sustain CBRNE/WMD related enhanced capabilities for the above-described response assets, such as the capability of a SWAT team to operate in a hazardous materials environment with level A or B or personal protection equipment (PPE), or a hazmat team to operate at a higher "resource type" level than is expected of a basic hazmat team. The working groups in each region are expected to collectively agree on funding priorities, the number of different disciplines involved in the program in each region, and other related matters for their regions.

GENERAL TERRORISM GUIDELINES

Terrorist Legislation

Presidential Decision Directive 39

This directive is of particular importance to planning purposes as it establishes how the response and recovery of a terrorist incident will be managed. Two new terms to emergency management have evolved from this directive: law enforcement operations management and disaster recovery operations management.

Law Enforcement Operations Management: includes those measures used to identify, acquire, and plan the use of resources needed to anticipate, prevent, and/or resolve a threat or act of terrorism. The federal government has the primary authority to prevent, preempt, and terminate threats or acts of terrorism and to apprehend and prosecute the perpetrators. State and local governments support this effort by providing assistance as required. Since Law Enforcement Operations Management is primarily a law enforcement effort, the Federal Bureau of Investigation (FBI) has been assigned the lead federal agency. The FBI will support the Clay County Sheriff's Office, along with the various other local and state law enforcement agencies.

Disaster Recovery Operations Management: includes those measures that protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. Since law enforcement is generally a multifunction response coordinated by emergency management, the Clay County Emergency Management Director is assigned the lead responsibility. The Emergency Management Director will be assisted by the other functional coordinators in the same manner as they would for any other hazard.

The Homeland Security Presidential Directive/HSPD-5

This was signed in February 2003, to enhance the ability of the United States to manage domestic incidents by establishing a single comprehensive national incident management system. Initial responsibility for managing domestic incidents generally falls on State and local authorities. The Federal Government will assist State and local authorities when their resources are overwhelmed, or when Federal interests are involved.

Concept of Operations

The FBI is the lead federal agency (LFA) a terrorist situation and coordinates closely with local and state law enforcement authorities to anticipate, prevent, and/or resolve the terrorist threat or occurrence.

A list of specialized resources available to assist in a terrorist incident can be found in Attachment B to this appendix.

Mitigation

In this phase of emergency management, prevention is the key. Identifying potential targets (threat assessment), surveying them for any weaknesses, and increasing security are ways in which we can mitigate against a terrorist attack. Terrorists are less likely to tamper with a facility that has hardened itself against such an attack. (See Attachment A to this appendix for a list of potential targets and ways to harden facilities.)

Preparedness

Intelligence gathering is a critical activity during this time. It is important to become familiar with potential and known terrorist groups that could affect your jurisdiction and sharing this information between law enforcement agencies.

Response

- a. Maintain public trust and prevent panic
- b. Evaluate safety considerations for responders.
- c. Isolate agent
- d. Identify agent
- e. Notify of incident (If the incident involves any WMD, notify the State Emergency Management Agency as quickly as possible, so that the state and federal response can begin immediately.
- f. Ensure safety and health of public
- g. Reconnaissance of area
- h. Contain released agent
- i. Rescue injured
- j. Recover victims

- k. Preserve Evidence
- l. Remediate necessary areas (removal, disinfection, neutralization)
- m. Document all aspects of the response

Recovery

Assist in after-action reports.

Organization and Assignment of Responsibilities

1. Once a terrorism incident is suspected, local law enforcement officials (i.e., the Clay County Sheriff's Office) will be in charge of the incident, until the FBI team arrives. Once the FBI arrives, a Joint Operations Center (JOC) will be established by the FBI, with all law enforcement agencies involved coordinating to perform Law Enforcement Operations Management activities and FEMA handling the disaster recovery operations management activities.
2. The Sheriff's Office will provide a representative to the JOC.
3. The Missouri Department of Health (MDOH) and the FBI has signed a memorandum of understanding (dated October 28, 1999) for analyzing suspected chemical or biological agents. In this agreement, should MDOH suspect one of these agents, they can use the fastest law enforcement means to transport this agent to the MDOH lab in Jefferson City, while maintaining the "chain of custody," should it become evidence.

POTENTIAL TARGETS FOR TERRORISM

Terrorists choose their targets for the most impact it will have. This impact can include number of people killed, injured, or impacted through the incident.

For obvious reasons, this list will be kept general without naming a particular facility.

- Local, state, and federal government facilities
- Utilities (water, electric, gas, telephone)
- Nuclear power facilities
- Religious facilities
- Hazardous materials facilities
- Incarceration facilities
- Schools, hospitals, shopping centers, entertainment facilities
- Financial institutions
- Mass transit systems
- Places of historical or symbolic significance

Once a particular facility/area has been identified by local officials as a potential target, it is important to take extra measures to harden that facility against such an attack. Increasing security either through high fencing, erecting gates, installing video surveillance equipment, and just making the target harder to access will go a long way to safeguarding the potential target. Also, removing containers, such as trash cans, mail depositories, and other large containers, and relocating them away from the building will also help deter a terrorist, as these are excellent hiding places for bombs and other weapons.

When identifying potential targets, the NERRTC suggests paying close attention to any building with at least 200 people inside. Also, ensure parking areas are at least 300 feet from the building and its entrances, when possible.

TERRORISM RESOURCES

<u>For a CHEMICAL incident call:</u> 1-800-424-8802 (National Response Center)	<u>For a BIOLOGICAL incident call:</u> 1-888-872-7443 (Medical Research Institute of Infectious Diseases)
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Local Resources

Hemet Team -Northland Regional Hazardous Materials Team816-274-6010

State Resources

DNR Environmental Emergency Response Office..... 24-hour 573-634-2436
FAX.....573-526-3350

DNR Drinking Water Office hours.....573-751-4988
After hours.....573-634-2436

State Fire Marshall's Explosives Canine Unit (Bomb sniffing dogs).....800-392-7766
Jim Wilson pager.....800-462-6023
Dave Owens pager.....800-272-9826

Missouri State Highway Patrol Bomb Retrieval and Disposal Unit.....573-751-3313

Department of Health Bureau of Environmental Epidemiology
Office hours.....573-751-6160
Or contact Gary McNutt by pager 800-443-7243 (#069460)

SEMA Duty Officer (will contact other state and federal agencies).....573-751-2748

Center for Emergency Response & Terrorism (DHSS)800-392-0272

Urban Search and Rescue Team402-441-8371
FAX.....402-441-7098

Federal Resources

Federal Bureau of investigations (FBI) Kansas City Office 24-hour.....816-221-6100

Center for Disease Control Emergency Response Office.....770-488-7100

Annex O (all ESFs)

Catastrophic Incident

I. PURPOSE

The purpose of this annex is to provide operational concepts unique to catastrophic event planning and response and assign responsibilities to Clay County and each of the political subdivisions within the county and to meet needs of local jurisdictions following a catastrophic incident. It serves as a supplement to the Clay County Operations Plan (EOP) and is intended to expand the response and recovery organization for a catastrophic incident most likely an earthquake. Many of the operational concepts could be easily adapted to a large scale man-made or natural hazard.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. A catastrophic incident, as defined by the National Response Framework (NRF), is any natural or manmade incident, including terrorism, resulting in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic incident could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to state, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic incidents are Incidents of National Significance. These factors drive the urgency for coordinated national planning to ensure accelerated Federal assistance.
2. A major earthquake centered in the New Madrid seismic zone is one of the most catastrophic natural hazards facing the State of Missouri. Based on current information, earthquake experts have identified 47 Missouri Counties and the City of St. Louis as those jurisdictions most likely to be impacted by a Richter magnitude 7.6 or greater earthquake on the Modified Mercalli Scale. Additional information on Missouri's earthquake threat is provided in the Clay County Hazard Mitigation and the State of Missouri Hazard Mitigation.
3. The earthquake-planning scenario used to develop this annex is based on the Federal Emergency Management Agency (FEMA) Hazards United States (HAZUS) model-MR Earthquake Event Report, Southeast MO and was used to develop the loss estimation (damage estimates). The primary purpose of HAZUS is to provide a methodology and software application to develop loss estimations. Although no loss estimation will prove completely accurate, it can provide potential damage patterns and conclusions which provide guidelines for emergency response planning.

B. Assumptions

1. Clay County and each of the political subdivisions within the county has the primary responsibility to prepare for and respond to incidents and disasters. As such, Clay County, and each of the political subdivisions within the county must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements, regardless of the size and scope of the incident. State and federal government will make every effort to provide additional life safety support as quickly as possible; however, state, and federal resources may not be available in the early stages of an emergency and when available they may be limited.
2. Damage to transportation (roads, bridges, rail, air, etc.), communication (phone, cell, emergency 911, public warning sirens, etc.), utility distribution systems (electric, gas, and water, etc.), pipelines, chemical and fuel storage and other infrastructure systems will isolate communities creating virtual islands within the disaster areas. Damaged transportation routes may not be functional for many weeks or months. For at least 96 hours after an earthquake, Clay County, and each of the political subdivisions within the county must be prepared to meet their own emergency needs.
3. A number of people will self-evacuate the damaged area, if possible, while many others will stay for a variety of reasons including protecting property or caring for farm/companion animals. Evacuation, if necessary, shall be conducted in accordance with Annex J, Evacuation, of the Clay County EOP.
4. Shelters identified for use during other natural disasters may not be available in the impacted area. Temporary sheltering in campers and tents may be determined to be the safest option until buildings and residences are inspected. Prudent and safe actions must be taken into consideration when determining whether to remain in their residence or utilize temporary shelters. Sheltering may take place outside the impacted area.
5. The Governor may suspend some governmental operations in the affected tier and response tier of the state (as required) to direct maximum utilization of available resources in the initial response.
6. Clay County and each of the political subdivisions within the county will use all available local resources and implement established mutual aid agreements as needed.

III. CONCEPT OF OPERATIONS

A. General

1. Response Concept:

- a) State of Missouri's actions in the event of a catastrophic event is based on the concept of automatic response. At a 6.5 magnitude or greater earthquake all state departments/agencies will activate their plans and take appropriate actions for an earthquake response (i.e., assessment of bridges and roads, communication infrastructure, building damage).
- b) Clay County and each of the political subdivisions within the county will activate their plans and take appropriate actions for a catastrophic event response to include assessment of bridges and roads, communication infrastructure, building damage, immediate assessment of injuries and medical system status. Initial injury and damage assessments conducted by political subdivisions located in Clay County shall be forwarded to the Clay County EOC. Assessments that have been forwarded to the Clay County EOC will be forwarded to the State Emergency Operations Center.

2. State Tiered Response: In order to implement a coordinated response, the state may be divided into three tiers: Affected Tier, Initial Response Tier, and Support Tier. These tiers were established to facilitate the planning process based on a New Madrid earthquake event but can be applied to any catastrophic event. Tier assignment may change depending upon the event. Refer to Appendix 2 for response tier map.

- a) The Affected Tier consists of jurisdictions that have been identified as the most likely to be impacted by a catastrophic event. For a New Madrid earthquake with a magnitude 6.5 or greater, regions C and E have been identified as the affected tier.
- b) The Initial Response Tier consists of jurisdictions that have been identified as potential sources of immediate response assets into impacted areas. For a New Madrid earthquake with a magnitude 6.5 or greater, regions B, F, I and G have been identified as the initial response tier.
- c) The Support Tier consists of jurisdictions that have been identified as potential sources of support and replenishment of assets (i.e., sheltering, medical surge, and staging areas.) For a New Madrid earthquake with a magnitude 6.5 or greater, regions H, A and D have been identified as the support tier.

3. Direction and Control:

a) State Unified Command

- 1) The Missouri State Emergency Operations Center (SEOC) serves as the State's Unified Command.
- 2) This is the state level command where direction and control will be exercised for the statewide response.

b) State Area Coordination Center

- 1) Area Coordination Centers will be established at state run facilities in regions C and E in order to facilitate the state's response and recovery efforts to region unique situations.
- 2) Once established these area coordination centers will coordinate response in their respective regions between local emergency operation centers and the state unified command.
- 3) Incident Support Teams (IST) will be deployed by the state to assist state area coordination operations. An IST is an overhead management team to facilitate the ICS organization.
- 4) Additional area coordination centers will be established as the situation warrants.

c) Local Emergency Operations Centers (Local Unified Command)

- 1) Local Unified Command is the NIMS terminology used for the Direction and Control function within the local emergency operations center.
- 2) Clay County and each of the political subdivisions within the county must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements.
- 3) Each political subdivision within Clay County will report initial damage assessments, casualty figures and condition of critical infrastructure within their jurisdictions to the Clay County EOC.
- 4) Clay County will report initial damage assessments, casualty figures, and condition of critical infrastructure to the State Unified Command at the State Emergency Operations Center.

- 5) Each political subdivision within Clay County will coordinate with the Clay County EOC. The Clay County EOC will in turn coordinate with the State Unified Command/SEOC until otherwise directed.

4. Damage Assessment

- a) Damage assessment of Clay County and each of the political subdivisions within the county will be conducted as outlined in Annex D, Damage Assessment, of the Clay County emergency operations plan.
- b) Each political subdivision within Clay County will report damage assessment information to the Clay County EOC as soon as possible. The Clay County EOC will then forward this information to the State Emergency Operations Center as soon as possible. Information should be passed using any available means (web based, faxed, phone, radio, etc.).
- c) One of the first priorities of damage assessment for Clay County and each of the political subdivisions within the county will be inspection of local roads and bridges. (Technical assistance may be available from MODOT).

5. Communications

- a) The Missouri State Highway Patrol is the lead state agency for providing initial emergency communications to and from the affected areas.
- b) Due to anticipated communications limitations, all communications should be limited to critical life safety messages.
- c) Communications assets and locations have been identified and are listed in Annex A, Direction and Control, and B, Communications and Warning, of the Clay County Emergency Operations Plan.
- d) A NIMS compliant communications plan is attached as shown in Appendix 7, Communications Plan, to this Annex.

6. Points of Distribution (PODs)

- a) PODs are temporary locations at which commodities are distributed directly to disaster victims. These may be different locations than where the commodities arrive in the jurisdictions Points of Arrival (POA).
- b) It is the responsibility of Clay County and each of the political subdivisions within the county to identify locations and to operate the PODs in their jurisdiction. POD locations are listed in Appendix 4, Points of Distribution, to this Annex.

7. Transportation

- a) Clay County and each of the political subdivisions within the county must identify available transportation resources for the movement of personnel and/or equipment.
- b) Identify vehicles that can be used for transportation of functional needs populations.
- c) These resources are listed in Annex G, Resource and Supply, to the Clay County local emergency operations plan.
- d) Local transportation routes are identified in Annex J, Evacuation.

8. Evacuation

- a) An Evacuation Management Team (EMT) will be established as part of the State Unified Command. The EMT is responsible for coordinating all evacuations throughout the state.
- b) Each of the political subdivisions will coordinate all of their evacuation operations through the Clay County EOC.
- c) Clay County will coordinate all of their evacuation operations through the Evacuation Management Team located in the SEOC.

9. Mass Care and Functional Needs Population

- a) Refer to Annex L, Reception and Care, of the Clay County Emergency Operations Plan.

B. Phases of Emergency Management

Refer to the general responsibilities in Appendix 2, Attachment B of the Clay County Basic Plan for agency-specific actions.

1. Mitigation (Prevention)

It is recognized that you cannot prevent a catastrophic event from happening; however, there are measures that can be taken to lessen their effect. Such measures could include:

- a. Adopt seismic resistant design standards, some of which are currently being followed (i.e., bridges built since 1990).
- b. Comply with floodplain management guidelines.
- c. Adopt seismic non-structural design standards such as FEMA guides: "Avoiding Earthquake Damage: A Checklist for Homeowners"; "FEMA 74-Reducing the Risks of Non-Structural Earthquake Damage: A Practical Guide"; "FEMA 232- Homebuilders' Guide to Earthquake-Resistant Design and Construction", etc.

2. Preparedness

The preparedness phase occurs prior to and in anticipation of a catastrophic event. This phase focuses on promotion of increased public awareness of the potential emergency, preparation of necessary materials and equipment or response to the emergency, and training for emergency response personnel. Typical functions of the preparedness phase include conducting public information programs, maintaining emergency resources inventory lists, and conducting exercise and training programs.

- a. Provide training and information to mitigate the effects of a catastrophic event.
- b. Train and equip response personnel to deal with a catastrophic event.
- c. Identify local staging areas and fuel sources.
- d. Identify transportation resources and facilities, to include injured and functional needs populations.
- e. Identify large, adequately equipped shelter facilities and transportation resources.
- f. Identify adequate locations that could serve as Points of Distribution (PODS).
- g. Promote personal preparedness

3. Response

The response phase occurs from the onset of a catastrophic event and lasts until lifeline systems are at least partially restored. During this phase, functions that are critical to saving lives, to protecting people, and meeting basic human needs are performed.

In the event of an earthquake with a 6.5 magnitude or greater all departments/agencies identified in this plan will activate their plans. For other catastrophic events this plan will be activated as determined by the senior elected official or the Clay County Emergency Management Director.

See Appendix 3 to this Annex for the actions for each Tier Level.

4. Recovery

The recovery phase usually overlaps the response phase. It begins a few days after the catastrophic event and can last for years. During the recovery phase, the federal government provides disaster relief upon Presidential Declaration. Functions during this phase include federal relief under P.L. 93.288, as amended, for public and individual assistance, establishment of Disaster Recovery Centers, establishment of temporary housing facilities, and federal disaster loans and grants. Long-term recovery includes restoration of affected areas to their normal or to a substantially improved state.

- a. Establish liaisons and hold as many meetings as deemed necessary by the Clay County Emergency Management Director. In the initial stages of recovery these meetings may be held daily. As the recovery progresses, the meetings may be less frequent but should be held at a minimum of annually. These annual meetings are with state and local agencies, non-governmental organizations, and volunteer groups that would play significant roles in returning communities to livable conditions.
- b. Focus should key on returning social services, schools, environmental issues, and public utilities to normal as quickly as possible.

IV. **ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

A. Organization

The organization for a catastrophic event will be based on the Clay County LEOP Basic Plan. All operations will be conducted under the National Incident Management System (NIMS).

See Appendix 1 to this Annex.

B. Assignment of Responsibilities

The LEOP Basic Plan includes the Primary and Support Responsibilities Chart that shows agency assignments. Agencies and organizations with primary and/or support assignments are responsible to develop and maintain SOGs, checklists, and other supporting documents that detail how to perform their assigned tasks. Political subdivisions within the county should use the chart located within the Clay County LEOP Basic Plan Appendix 2 as a guide.

1. In accordance with RSMo, Chapter 44, the chief elected official of Clay County and each of the political subdivisions within the county is ultimately responsible for the coordination of response to a catastrophic event. The chief elected official may delegate this function to the appropriate Emergency Management Director.
2. Responsibilities of the Chief Elected Official or Emergency Management Director include but are not limited to:
 - a. Activate the EOC. (Once activated, the EOC is the coordinating point for all local response and recovery activities.)
 - b. Serve as the collection point for damage assessment information.
 - c. Coordinate the provision of services, equipment, and supplies to support expedient operations associated with an earthquake disaster; for the approval and acquisition of equipment and supplies not available through normal purchasing channels and ordering time frames following an earthquake.
 - d. Identify sites for Points of Distribution (PODS).
 - e. Identify sites for Emergency Rest Area Stops.

V. DIRECTION AND CONTROL

Direction and control will be consistent with guidance found in Annex A, Direction and Control and Section III-3 of this Annex.

VI. CONTINUITY OF GOVERNMENT

Continuity of government will be consistent with guidance found in The Clay County Local Emergency Operations Plan (LEOP). Political subdivisions located within the county should follow their ordinances and policies regarding continuity.

VII. ADMINISTRATION AND LOGISTICS

Administration and Logistics will be consistent with guidance found in the Clay County Local Emergency Operations Plan (LEOP).

APPENDICES

ICS Organization

Tier Response Map

Tier Response Actions

Points of Distribution (PODs)

Staging Areas

Command Structure - Organization Assignment List

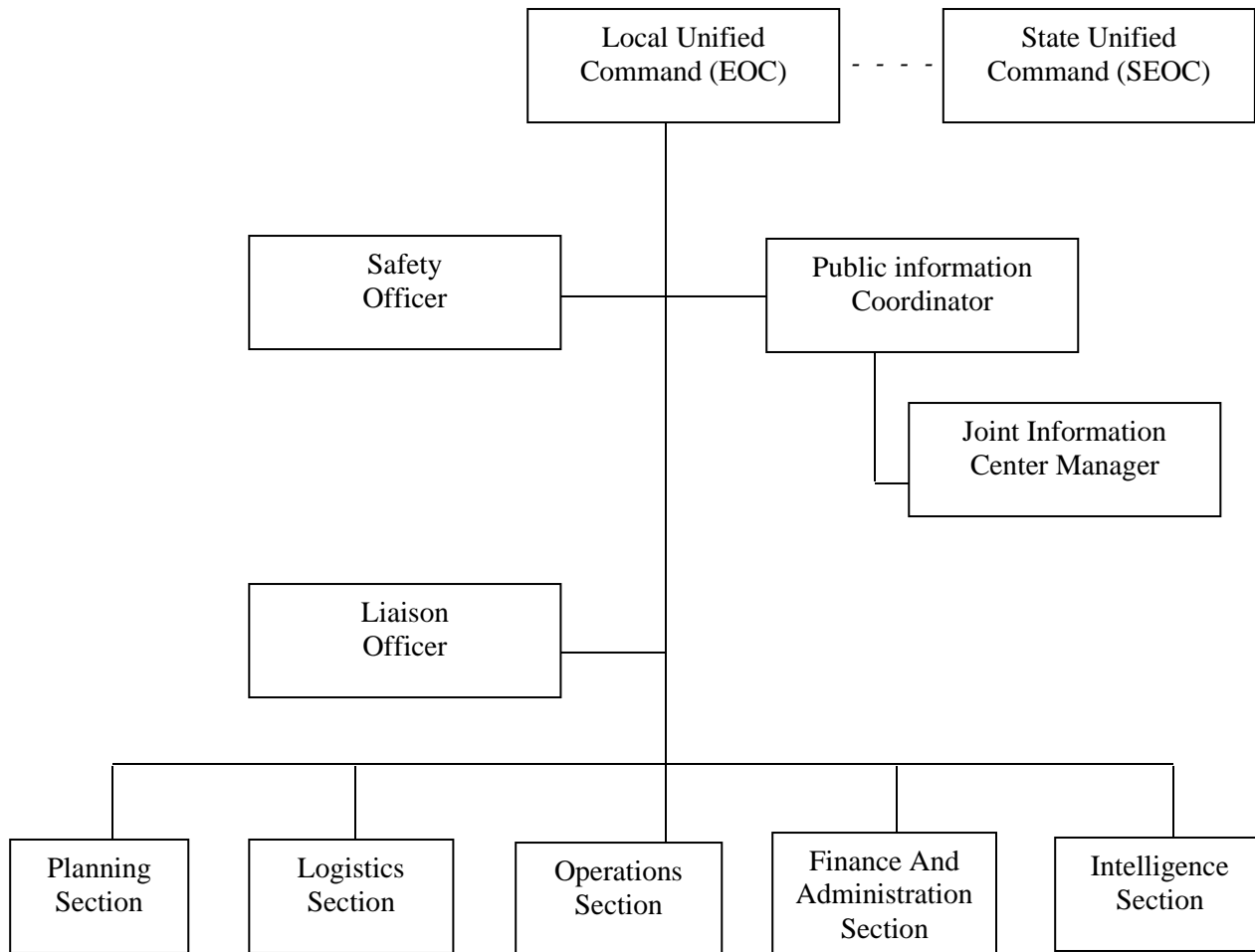
Incident Radio Communications Plan

Resource Assessment Form

Local Resource Request Form

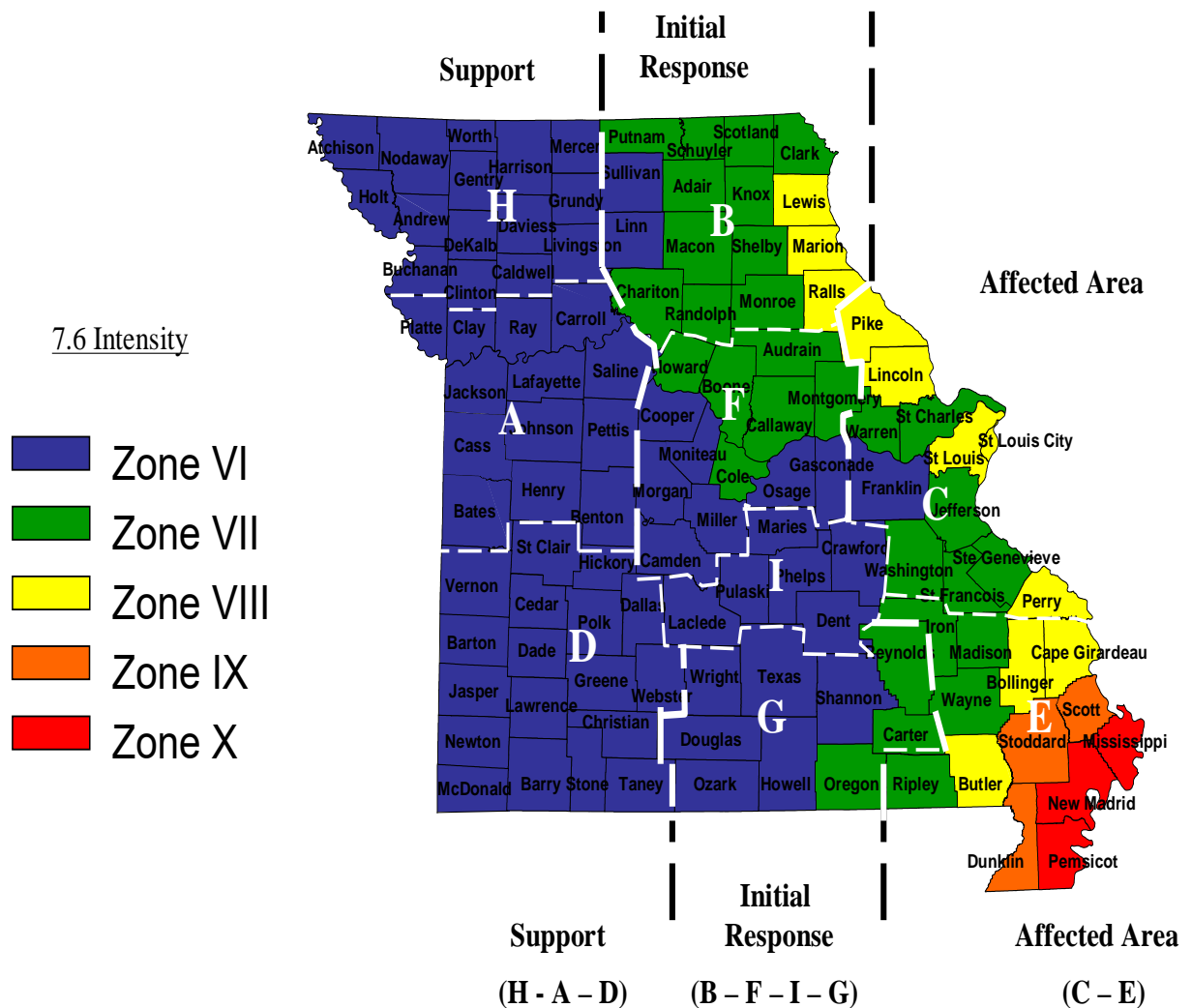
Emergency Rest Area Sites

ICS Organization



Tier Response Map

Response Tiers



Tier Response Actions

Actions following a catastrophic event are as follows:

I. Affected Tier

- a. Immediate assessment should be conducted to ascertain injuries and medical system status (i.e., functioning hospitals, clinics, ambulances)
- b. Initial injury and damage assessments will be forwarded to the State Emergency Operations Center by the Clay County EOC.
- c. A coordinated response will be achieved by mobilizing resources through the Clay County Emergency Operations Center (EOC).
- d. Points of Distribution Sites (PODS) will be identified by local jurisdictions for the distribution of commodities to the affected population.
- e. See Appendix 5 to this annex for local staging area designations.
- f. A Local Unified Command EOC will be established. See *Appendix 6* to this Annex for organizational structure.
- g. State Area Coordination Centers will be established for Regions C and E. When the Area Coordination Centers become functional the local emergency operations organizations will coordinate response with their respective region's state area command.
- h. Any locally coordinated evacuation will be conducted in coordination with the State's Evacuation Management Team.
- i. The priority of movement is for responders into the affected area and movement of victims with life threatening conditions out of the affected area.
- j. The Local Unified Command will designate a Local Net Control Station (LNCS) to coordinate radio traffic and frequency allocation. This will be coordinated with the Regional Net Control Station (RNCS), located at a State Area Coordination Center. See Appendix 7 to this Annex for a sample communications plan form.

II. Initial Response Tier

- a. Immediate assessment should be conducted to ascertain available resources that could be deployed to affected regions. This information should be forwarded to the SEOC using the form shown in Appendix 8 to this Annex.
- b. Assessments should be done to determine medical surge capacity to support critical patient evacuation from the affected tier.
- c. A coordinated response will be achieved by mobilizing resources through the state emergency operations center.
- d. All activated response elements must report to assigned staging areas upon mobilization. All response to affected areas will be deployed from designated staging areas.
- e. Discipline specific staging areas will be established for initial response tier resources. See Appendix 5 to this Annex.
- f. Responders should report equipped for operation and be self-sufficient for up to 96 hours. Initial responders should be prepared for a deployment period of 14 to 28 days.
- g. The concept of operations for a voluntary evacuation of the affected tier is to move the affected population through the initial response tier to the support tier of the state.
- h. To facilitate evacuation, local jurisdictions will identify, establish, and support emergency rest area sites in coordination with the state's Evacuation Management Team. Emergency rest area sites will be designed to distribute information, emergency medical treatment, fuel, food, and water to the evacuating population as they pass through to the support tier of the state. See Appendix 10 to this Annex.
- i. Response from the Initial Response Tier will be coordinated through the State Unified Command.
- j. State Area Coordination Centers will be established for Regions C and E. Responding resources from the Initial Response Tier will be assigned to a State Area Coordination Center.
- k. The State Area Coordination Centers will assign missions to their respective responding resources.

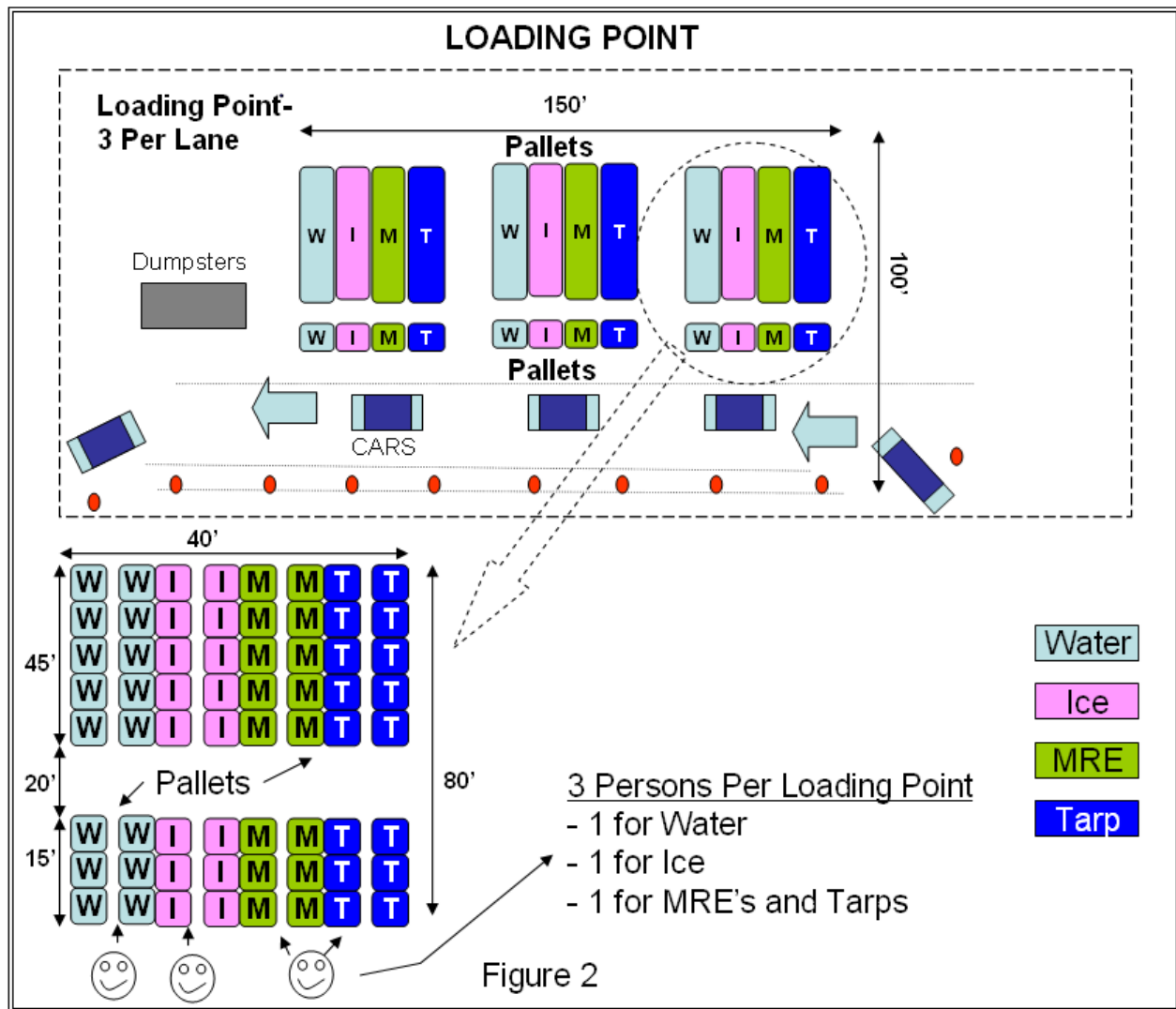
- l. The priority of movement is for responders into the affected tier and movement of victims with life threatening conditions out of the affected tier.

III. Support Tier

- a. Immediate assessment should be conducted to ascertain resources that could be used to support mass care of the evacuated population from the affected tier. This information should be forwarded to the State Emergency Operations Center using the form shown in Appendix 8 of this Annex.
- b. Assessments should be done to determine medical surge capacity to support critical patient evacuation from the affected tier.
- c. Assessments should be conducted to prepare for mass care of the evacuated population and functional needs population.
- d. Mass care and support of deployed resources are the primary function for the support tier.
- e. Response enhancement and replenishment will be drawn from the support tier.
- f. Support Tier jurisdictions will activate sites to support mass care of the evacuated population.
- g. Any Response from the Support Tier to the Affected Tier will be coordinated through the State Unified Command.
- h. State Area Coordination Centers will be established for regions. Responding resources from the Support Tier will be assigned to a State Area Coordination Center.
- i. The State Area Coordination Centers will assign missions to their respective responding resources.
- j. Any evacuation will be conducted in coordination with the state's Evacuation Management Team.

Points of Distribution (POD)

- **The critical planning factor for ordering commodities is "distribution" capability, not people without power.**
- **Distribution planning must be a priority with local governments for the commodities mission to be successful.**
- **All levels of government must understand the distribution point concept.**
- A distribution point (DP) with one supply lane can serve 1,660 cars or 5000 people in one day, (Type III Distribution Point).
- A Type II Distribution Point has two lanes
- A Type I Distribution Point has four lanes



Part II Identify locations

Clay County- will determine the location(s) of the POD sites dependent upon the location of the catastrophic incident. Political subdivisions within the County will determine their own POD sites.

Local Staging Areas

Law Enforcement Staging Areas: Local Law Enforcement Headquarters or facilities

Alternate Law Enforcement Staging Areas: To be determined by the ranking law enforcement officer of the affected jurisdiction depending upon the situation.

Fire Staging Areas: Local fire stations

Alternate Fire Staging Areas: To be determined by each fire department depending upon the circumstances.

EMS Staging Areas: Either at medical facilities or local fire stations

Alternate EMS Staging Areas: To be determined by the ranking EMS officer depending upon the circumstances.

Public Works Staging Areas: Each political subdivision Public Works Agency's current location

Alternate Public Works Staging Areas: To be determined by Public Works as appropriate.

Other Staging Areas as needed:

- **Volunteers:** To be determined by the Emergency Management Director depending upon the circumstances.
- **Health and Medical:** To be determined by the Health Department Director depending upon the circumstances.

Command Structure - ORGANIZATION ASSIGNMENT LIST (ICS 203)

1. Incident Name:		2. Operational Period: Date From: _____ Date To: _____ Time From: _____ Time To: _____	
3. Incident Commander(s) and Command Staff:		7. Operations Section:	
IC/UCs		Chief	
		Deputy	
Deputy		Staging Area	
Safety Officer		Branch	
Public Info. Officer		Branch Director	
Liaison Officer		Deputy	
4. Agency/Organization Representatives:		Division/Group	
Agency/Organization	Name	Division/Group	
		Division/Group	
		Division/Group	
		Division/Group	
		Branch	
		Branch Director	
		Deputy	
5. Planning Section:		Division/Group	
Chief		Division/Group	
Deputy		Division/Group	
Resources Unit		Division/Group	
Situation Unit		Division/Group	
Documentation Unit		Branch	
Demobilization Unit		Branch Director	
Technical Specialists		Deputy	
		Division/Group	
		Division/Group	
		Division/Group	
6. Logistics Section:		Division/Group	
Chief		Division/Group	
Deputy		Air Operations Branch	
Support Branch		Air Ops Branch Dir.	
Director			
Supply Unit			
Facilities Unit		8. Finance/Administration Section:	
Ground Support Unit		Chief	
Service Branch		Deputy	
Director		Time Unit	
Communications Unit		Procurement Unit	
Medical Unit		Comp/Claims Unit	
Food Unit		Cost Unit	
9. Prepared by: Name: _____ Position/Title: _____ Signature: _____			
ICS 203	IAP Page _____	Date/Time: _____	

Communications Plan
(To be completed at time of incident)

INCIDENT RADIO COMMUNICATIONS PLAN	1. Incident Name	2. Date/Time Prepared	3. Operational Period Date/Time		
4. Basic Radio Channel Utilization					
Radio Type	Channel	Function	Frequency/Tone	Discipline Assignment	Remarks
5. Prepared by (Communications Unit)					

OPERATIONAL PLANNING WORKSHEET (ICS 215)

1. Incident Name:								2. Operational Period: Date From:								Date To:			
								Time From:								Time To:			
3. Branch	4. Division, Group, or Other	5. Work Assignment & Special Instructions	6. Resources												7. Overhead Position(s)	8. Special Equipment & Supplies	9. Reporting Location	10. Requested Arrival Time	
			Req.																
			Have																
			Need																
			Req.																
			Have																
			Need																
			Req.																
			Have																
			Need																
			Req.																
			Have																
			Need																
			Req.																
			Have																
			Need																
ICS 215		11. Total Resources Required														14. Prepared by: Name: _____ Position/Title: _____ Signature: _____ Date/Time: _____			
		12. Total Resources Have on Hand																	
		13. Total Resources Need To Order																	

Local Government Resource Request

Priority:	Black-Flash	Red-High	Yellow-Medium	Green-Low
*Status:	Red-Action Required	Orange-Enroute	Yellow-On- Scene	
	Green-Released	Blue-Closed	Approval Pending	
Request is made for (Circle One)	Donation	Acquisition	Donation or Acquisition	
<p>If request can only be satisfied by acquisition, Approving Authority agrees to pay for the item(s), (or the non-federal share). Approving Authority assumes full responsibility and liability for the items or services received, will control and safeguard any non-expendable loaned items/equipment that must be returned and agrees to assist in the recovery/redeployment of such items as soon as practical when the items are no longer needed at the disaster location.</p>				
Approved By: (Approving Authority)	Printed Name	Title	Signature	
*Request Number:				
Supplemental Number:				
WHO IS MAKING THE REQUEST?				
Requesting Organization:				
*Requestor's Contact Info:	Name:		Pager:	
	Title:		Frequency:	
	Phone:		Talk Group:	
	Office Cell:		Call Sign:	
	Personal Cell:		Other:	
	Fax:			
Related Event/ Incident/Activity:				
Display All resource requests related to:				
WHAT IS BEING REQUESTED?				
*Resource Type/Kind:				
*Quantity:				
Qty Unit Of Measure:				
When Needed:				
Mission:				
Release Date:				

Resource must come with:	<input type="checkbox"/> Fuel <input type="checkbox"/> Meals <input type="checkbox"/> Operator(s) <input type="checkbox"/> Water <input type="checkbox"/> Maint <input type="checkbox"/> Lodging <input type="checkbox"/> Power	
Other Comments:		

DELIVER THIS RESOURCE TO:

Site Name Select Clear	Site Type Select Clear	
Street Address	Apt or Lot No.	
City	State	Zip
County	Select Clear	
Intersection - Street 1	Intersection - Street 2	
Country Select Clear	Geographic Area Select	
United States	(Region, District, Campus, etc).	
Additional Location Information		

GEO LOCATION & MAPPING

Geo Locate: by Lat & Long by Address by Intersection Clear Latitude/Longitude Information		
by Map		
Show on Map? Yes No	Geo Located By	Latitude
		Longitude
Contact on scene: (Name, Phone, etc.)	Name: Title: Phone: Office Cell: Personal Cell: Fax:	Pager: Frequency: Talk Group: Call Sign: Other:

SPECIAL INSTRUCTIONS (E.G. SAFETY MESSAGE, INGRESS/EGRESS ROUTES, ETC.)

Special Instructions:	
------------------------------	--

Local Jurisdiction
RESOURCE REQUEST
****For Use By Local Jurisdictions**
ONLY**

Date: _____

Time: _____

Category of Request: (Select **ONLY** one category per request.)

Air Mission	Communications	Cots/Blankets	Debris Clearance	Fire	Food
Fuel	Generators	Ground Transportation	HazMat	Heavy Equip	Medical
MoNG	Pet Issues	Pumps	Sand Bags	Security	Shelters
Staff (IST, LEOC, etc)	Tarps	Volunteers	Water/Ice		Other

Requestor's Contact Information: (Provide as much information as possible.)

County:		Jurisdiction:	
Name:	Title:	Phone:	
Email:	Fax #:	Cell:	

Request/Mission Information: (Be as specific and detailed as possible.)

Local Request Number: _____

SEOC Request Number: _____

Mission: (How will the requested resource be used and what problem will it solve? Be specific.)	
Item (quantity/size): (What do you need, how many, etc?)	
Delivery Location: (Street address, intersection, building name, etc.)	
Point Of Contact: (If different from above.)	
Name:	Title:
Phone/Cell Number:	

****IMPORTANT: Requests for different categories of resources MUST be submitted on separate Resource Request Forms. (i.e. a request for food and water would be submitted on two separate request forms.) Resource Requests MUST be legible and include ALL required information in order to be processed as quickly as possible.*****

SEMA FAX #: (573) 634-7966

Emergency Rest Area Sites

Clay County - Because it is impossible to predict where a catastrophic incident may occur, the location(s) of rest areas will be determined by the Clay County Emergency Management Director at the time an evacuation is ordered. If Clay County is serving as a Support Tier to the State for a New Madrid incident every effort should be made to locate an appropriate number of rest areas along major transportation routes through the county.

The purpose of rest areas is to provide information, emergency medical evaluation and or treatment, fuel, food, and water.

Note: Each political subdivision within Clay County should identify rest areas in their jurisdictions.

ANNEX P (ESF #11)

ANIMAL EMERGENCIES **AGRICULTURE & NATURAL RESOURCES**

I. PURPOSE

All counties in Missouri need an Agriculture Emergency Response Plan. The purpose of this document is to provide guidance for an animal emergency in Clay County that addresses rapid local response to Foreign Animal Disease/Animal Disaster (FAD/AD) incidents and other events affecting the health, safety and welfare of humans and animals in disaster situations. A coordinated local response is necessary to effectively deal with the crisis and minimize the consequences in order to return the jurisdiction to normal as quickly as possible following a disaster or incident. Due to their complexity, infectious animal diseases add new dimensions to disaster management. Response functions will vary greatly according to the disease in question. There are many disease characteristics to consider such as stability of the agent, route of transmission, incubation time, potential species affected, and transfer to humans (zoonotic) potential

II. SITUATION AND ASSUMPTIONS

A. Situation:

1. There are approximately 4,694 head of cattle, 111 ewes and lambs, 423 goats, 29 mules, 1,848 heads of swine, 1,393 horses, yearlings, and colts, and 1,392 poultry in Clay County, as well as over 10,000 bushels of assorted grains. In recent years, several serious FAD/AD incidents or outbreaks have occurred outside of the United States. The importation of animals and animal products from foreign countries, the ease of travel throughout the world, the ongoing threat of agro-terrorism, indicates our vulnerability to an FAD/AD. The introduction of an FAD/AD would present the county, state and nation with a time sensitive, critical situation that affects not only animal health but also a potentially debilitating economic situation. Protecting the agriculture and food distribution industry in Missouri requires cooperation, participation and partnership.
2. Any large disaster or emergency may cause substantial suffering to the human and animal populations. With the advent of larger animal production facilities, an ever-increasing pet population and the increased vulnerability to intentional introduction of animal diseases, a coordinated local animal response plan is imperative.
3. The Missouri Department of Agriculture (MDA) is tasked with dealing with infectious animal and plant disease and has the authority to work with local officials and responders to make all necessary rules for suppression and prevention of infectious and contagious diseases among animals and mitigating the spread of plant disease in the state, per RSMO 267. Depending on the size and nature of the event, the SEOC may be activated to coordinate other state agency and county resources needed to respond, contain and eradicate the disease. Annex W of the SEOP addresses interagency cooperation and responsibilities at the state level in the event local resources are overwhelmed. This guidance is intended to aid in the structure of county level involvement in infectious animal disease response.

4. Not all animal disease introductions require emergency response functions. Many disease introductions are routinely handled by private practice veterinarians and/or State Animal Health Officials (SAHO). Response measures are greatly influenced by the infectivity of the disease, its characteristics of transmission and the actions necessary to contain it. Response functions may be initiated in the event of an introduction of a highly infectious animal disease, foreign animal disease, emerging animal disease, or any other animal disease that meets one or more of the following criteria:

a. It is included in the MDA List of Reportable Communicable Diseases:

- | | |
|------------------------------|-------------------------------------|
| • Foot and mouth disease | • Vesicular stomatitis |
| • Swine vesicular disease | • Rinderpest |
| • Peste des petits ruminants | • Contagious bovine pleuropneumonia |
| • Lumpy skin disease | • Rift Valley fever |
| • Bluetongue | • Sheep pox and goat pox |
| • African horse sickness | • African swine fever |
| • Classical swine fever | • Highly pathogenic avian influenza |
| • Newcastle disease | |

Full list of MDA Reportable Communicable Diseases at:

<https://agriculture.mo.gov/animals/health/disease/comdisease.php>

- b. It falls outside of the domain of the state's routine prevention and response activities and capabilities;
- c. It is highly contagious, and therefore creates a significant risk of rapid transmission across a large geographical area, including non-contiguous area;
- d. It creates the potential to cause widespread personal hardship within the agricultural community and/or is detrimental to the state or national economy.
- e. It is a poultry-related disease and therefore is addressed at the state level by a separate plan. The plan is titled "Emergency Poultry Disease (EPD) Management and Initial State Response and Containment Plan". This plan was last updated December 2020 and updated every 3 years.

B. Assumptions:

1. The identification of a FAD/AD outbreak anywhere in Missouri would affect Clay County. This could result in the creation and enforcement of movement controls of people, livestock, agricultural products and other property.
2. It is likely that livestock producers will be the first to notice unusual behavior or symptoms in their animals.
3. Private veterinary practitioners will likely be the first responders to any FAD outbreak. A local veterinarian is required to immediately notify the State Veterinarian or Area Veterinarian in Charge (AVIC) of suspected FAD/AD.
4. The potential exists in Missouri for FAD/AD outbreak due to agro-terrorism.
5. Suspected or positive detection of a FAD/AD in your jurisdiction will prompt State and/or federal officials to employ additional precautions to prevent or mitigate the possibility of spreading the disease. Measures may include a "Stop Movement Order" by the State Veterinarian as an immediate action to prevent spreading the disease or allowing it to enter Missouri borders.

6. Numerous local, state and federal agencies will play a role in eradicating the disease.
7. Large numbers of domestic livestock and wildlife may need to be destroyed or controlled to prevent the spread of a disease after it has been confirmed in your jurisdiction.
8. Quarantines, hold orders, movement restrictions, standstill notices, and control areas may be initiated for relevant zones and regions. Enhanced biosecurity measures will be implemented. Establishment of a quarantine area may require the development of cleaning and disinfecting procedures and additional record keeping by producers and/or veterinarians.
9. Facilities and transport vehicles suspected of being contaminated will need to be cleaned and disinfected.
10. The Chief Elected Official (CEO) of Clay County may issue an emergency proclamation or disaster declaration. The National Incident Management System (NIMS) should be used to establish the organizational structure.
11. The County Emergency Operations Center (EOC) may be activated to manage the emergency.
12. Any disaster may potentially have adverse effects on the jurisdiction's animal population or the public health and welfare.
13. Animal shelters may need to be established and staffed for extended periods in a disaster. During a 72 hour Stop Movement Order (National Standstill), livestock will be able to move to destination or return home for a period of time (10-12 hours) before Standstill Order is in effect.
14. Depopulation of animals will be conducted in the most humane, expeditious manner to stop the spread of the disease and limit the number of animals affected.
15. Carcass disposal sites will need to be rapidly identified by MDA and the Department of Natural Resources. (Potential disposal methods include: rendering, landfill, burial on site, and incineration).
16. State or federal officials will deal with a FAD investigation within in hours of being notified. Local resources and assistance may be requested by State Animal Health Official (SAHO) at this time.

III. CONCEPT OF OPERATIONS

A. MITIGATION/PREVENTION

1. Any zoological or wildlife parks, marine animal aquariums, laboratory animal research facilities, animal shelters, university veterinary medical and animal science centers, livestock markets and large livestock operations, will be encouraged to develop emergency procedures and evacuation plans for the animals in their care and custody. Any written plans should be provided to the County Emergency Manager for comment and review.
2. All information disseminated will be from the Public Information Office of MDA, Missouri State Emergency Management Agency (SEMA) or the United States Department of Agriculture (USDA). No local press releases should be made due to the extreme sensitivity of this information.
3. All county EMD's should develop and coordinate plans to house and care for animals and poultry in transit through their county for the duration of a stop movement order.

B. PREPAREDNESS

1. MDA will establish an organizational structure, chain of command and outline of duties and responsibilities, required for any FAD/AD response.
2. Veterinary services and animal emergency care considerations are incorporated into the county EOP's as related to agriculture livestock issues.
3. First responders and officials that would likely be involved in the response to a FAD/AD response are trained in the Incident Command System (ICS)/NIMS.
4. Local veterinarians, state and federal emergency personnel are identified in the EOP and contact information is maintained.
5. FAD/AD scenarios are included in the jurisdictions multi-year exercise cycle.
6. Agro-terrorism is included in the jurisdictions hazard analysis.

C. RESPONSE

1. Secure supplies, equipment, personnel and technical assistance from support agencies, organizations and other resources to carry out the response plans associated with animal health emergency management. Local jurisdictions must take initial steps to contain the incident and notify SEMA, MDA and/or the AVIC of any suspected FAD/AD or act of agro-terrorism that may pose a substantial threat to the State of Missouri. MDA has available and will supply reportable symptoms cards to county EMD's on request.
2. Request state and federal assistance through SEMA, if local resources are overwhelmed as with any other emergency.

D. RECOVERY

1. The SAHO will lift quarantines and stop movement orders that were put in place during the FAD/AD outbreak when appropriate epidemiologic data is present.
2. MDA will augment veterinary medical services to expedite rapid recovery by contacting the Missouri Veterinary Medical Association (MVMA).

IV. ROLES AND RESPONSIBILITIES

- A. The state, and each county within Missouri, has a comprehensive EOP, which provides the framework for the jurisdiction's operational response to natural and man-made disasters. This would include any response to a suspected FAD/AD outbreak. SAHO and USDA, in close coordination with the SEMA and the County Emergency Manager (EMD) will direct an emergency response to FAD/AD in Missouri. The EMD will coordinate with support agencies to meet emergency responsibilities. The EMD (with the approval of the County Commission) may designate a willing individual to serve as a County Animal Emergency Coordinator (CAEC). This should be a licensed veterinary medicine practitioner or other animal health professional.
- B. County and local governments will utilize their available resources in any emergency response effort. Additional State assistance may be requested through SEMA. Emergency management response strategies will be based on the location(s) of the animal population where the disease or disaster is

located.

- C. When an initial suspected case of an FAD/AD is observed, it shall be immediately reported to the MDA and/or the AVIC. This will trigger an FAD/AD investigation by a Foreign Animal Disease Diagnostician (FADD). The FADD will determine the need for a quarantine order based upon the suspected case. Based on sample analysis, the National Veterinary Services Laboratory (NVSL) or Federal Animal Disease Diagnostic Laboratory (FADDL) will notify the State Veterinarian and AVIC of the diagnosis. If necessary, the SAHO will request state EOC activation through proper channels.

D. Responsibilities

- 1. The County Emergency Manager (in coordination with the CAEC, if appointed) will:
 - a. Periodically review and update this plan.
 - b. Determine which county and local agencies/departments/organizations have responsibilities in an animal emergency for support functions of MDA/USDA
 - c. Maintain current listing of emergency contacts and resources necessary for an FAD/AD response or other animal emergencies (see Appendix 3). A complete list of emergency contacts and resources can be found in the Resource Annex.
 - b. Act as advisor to local veterinarians, regulatory veterinarians, humane organizations, farm service agency, and others on emergency preparedness issues for the county.
 - c. Produce and maintain maps with the locations of large livestock operations or other special animal facilities identified to include, volume, contact information and GIS coordinates.
 - d. Oversee the activities of the CAEC. (Duties of an animal coordinator may include; assisting veterinarians and agriculture officials in making appropriate and timely reports of possible FAD/AD cases; ensuring that the county's veterinarians and other animal health professionals receive communications from the SAHO in a timely manner; consulting with emergency response officials on animal issues during a disaster or emergency operation).
 - e. Coordinate with the State agricultural and state environmental officials to determine the best methods for disposal of dead animals.
 - f. Develop a network of organizations and individuals who would have responsibilities in an FAD/AD and maintain their current contact information. (Examples would include; Animal Disaster Response Teams [MDA], Local Accredited Veterinarians, Missouri Veterinary Medical Association, Local Health Department, Police/Sheriff's Department, Fire Department, Cooperative Extension Service and USDA County Emergency Board).
- 2. District Veterinarians and Animal Disaster Response Teams will:
 - a. Missouri Department of Agriculture has district veterinarians (See Appendix 2, Page 2). District Veterinarians are responsible for administering state and cooperative state-federal animal health programs, acting as a designated official of the state veterinarian when conducting investigation or initiating quarantine or providing veterinary resources to the local level and assist and guide euthanasia operations.
 - b. Technical assistance resource - Due to the complexity of infectious animal diseases, response functions will vary greatly depending on the disease in question. Veterinary support will be vital in response functions and needs to be integrated into the incident command system. The

situation will dictate where the State District Veterinarian will be most valuable, in some instances; it may be on scene and others it may be in the EOC. The SAHO will determine this.

- c. State Veterinarian liaison and coordination - The State District Veterinarian plays an important role in an incident; they represent a direct conduit to the State Veterinarians office and act as a designee. They should be looked to as a resource to provide information and vital feedback to the EOC.

3. Law Enforcement will:

- a. Site Security and Conflict Resolution - In the event of a disaster, livestock producers and local residents may not cooperate with veterinary inspectors and the quarantine restrictions they may initiate. Law enforcement will be called upon to assure the safety of veterinarians and inspection personnel and resolve any conflicts that may arise.
- b. Enforce movement restrictions and establishing perimeters - Movement restrictions will likely be initiated and law enforcement personnel may be asked to assist with identifying and stopping violators. The State Veterinarian, through SEMA, will provide protocols based on the specific event.
 - Law enforcement may be asked to set up perimeters according to the SAHO specifications. A minimum perimeter will be designated.
 - After consultation with the SAHO, a perimeter may be expanded if law enforcement determines it necessary in order to better control the perimeter.
 - Law enforcement will be consulted prior to mandating the number of entry/exits on a given perimeter.
 - Law enforcement may be requested to assist with euthanasia operations.
- c. Investigation Assistance - Should the incident be ruled a deliberate disease introduction, law enforcement may be asked to aid in the investigation. The FBI will be the lead agency since this would be considered an act of terrorism.

4. Public Works/Municipal and County Engineers:

- a. Coordinate perimeter development - Assist with perimeter establishments through coordination of signage and barricades.
- b. Animal carcass disposal assistance -Provide a list of equipment that could be used for carcass disposal.
- c. Provide technical assistance as needed

5. Fire:

- a. Coordination of decontamination stations: decontamination of vehicles, property and personnel.
 - In an infectious animal disease disaster, assistance from fire may be requested to help with decontamination station coordination and vehicle, property, and personal decontamination.
 - The State Veterinarian's office will directly, or through the State Emergency Operations Center, provides decontamination protocols appropriate for the confirmed or suspected disease.

- Aiding in possible rescue situations - In the event of a rescue situation, teams will be expected to fulfill their normal roles with decontamination occurring after their emergency role is completed.

6. Local Department of Transportation and Department of Natural Resources Personnel:

- a. Coordinate resources and serve as liaisons to the SEOC and coordinate local resources available to respond to an incident.
- b. Perimeter rerouting & logistic support.
- c. Support disposal site selection and disposal resources.

7. Health Department/s and Human Services:

Depending on the disease characteristics, if the disease causes illness in humans, public health will be involved in impact assessments on local citizens and suggestions of protective actions.

- a. Coordinate and provide mental health services for livestock producers, their families, response staff and those affected by the outbreak. Public health officials should have a plan in place to coordinate providing mental health services to producers, families, and others affected by the disease outbreak.
- b. Assist with community outreach and education - Public health officials should have a system in place, or be incorporated into existing Emergency Public Information plans, for dissemination of information to the community regarding the human health risks associated with the particular disease. Only the Missouri Department of Health and Senior Services (DHSS) will release statements regarding human health.
- c. DHSS liaison and coordination

8. Chief Elected Official:

- a. Declare a state of emergency and activate the County EOC, if warranted.
- b. Appoint or activate the PIO. The County PIO will refer all inquiries to the MDA PIO for response to Animal Disease issues and to DHSS for human public health issues.

V. ADMINISTRATION AND LOGISTICS

A. ADMINISTRATION

Basic administrative and accountability procedures for any animal emergency will be followed as required by county government and state regulations. AS with any disaster/ incident response, the ICS/NIMS will be used to organize and coordinate response activity.

B. LOGISTICS

If supplies, materials and equipment are required, records will be maintained (Reference: Logistics Annex).

C. PUBLIC INFORMATION

The PIO will follow procedures established in the Clay County EOP to:

1. Ensure prior coordination with representatives of MDA, DHSS and the chief elected official.
2. Ensure the media receives information on how to contact the PIO at MDA, USDA VS, DHSS or the Joint Information Center (JIC) if one is established.

VI. DIRECTION & CONTROL/CONTINUITY OF GOVERNMENT

1. All Agricultural Disaster Operations will be coordinated through the EOC and employ the ICS/NIMS. The incident commander should initially be the District Veterinarian or FADD on site.
2. The EOC is responsible for providing support and resources for the incident commander.
3. The EMD will advise and assist the senior elected official in the EOC and coordinate with the PIO at the state level. The EMD will have at least one assistant appointed by the Senior Elected Official to support 24-hour operations and act in the absence of the primary.
4. In the event an incident is suspected, or determined, to be a terrorist event, the FBI will be the lead agency in all aspects of the incident to include all PIO functions at a JIC.

APPENDICES

Appendix 1.....	Emergency Response Checklist
Appendix 2.....	Missouri FMD Procedures
Appendix 3.....	Emergency Contact List
Appendix 4.....	Quarantine Procedures
Appendix 5.....	References/Statutory Authority
Appendix 6.....	Equipment List
References	

APPENDIX 1

ANIMAL EMERGENCY RESPONSE CHECKLIST

Position/Organization

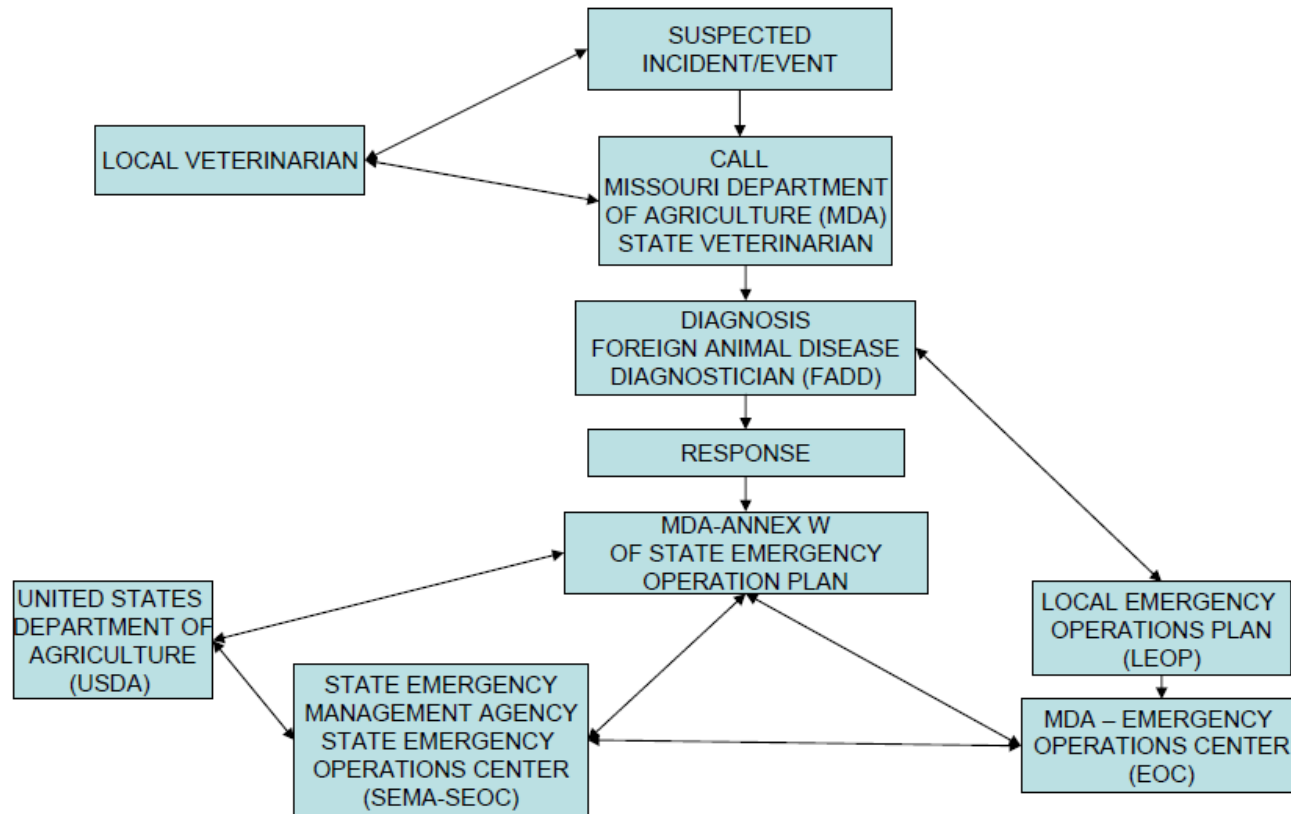
PREPAREDNESS PHASE

County Emergency Management Director

- _____ Develop and maintain contact list of those impacted by an animal emergency situation
- _____ Conduct at least one training program annually for county animal emergency coordinators and other interested parties. Use the ICS/NIMS to conduct the exercise
- _____ Assist with site- specific animal emergency plans
- _____ Work with veterinary medical and non-medical volunteers and agencies that will provide assistance in an animal emergency
- _____ Develop and maintain a contact list of State, Federal and local agencies that would be involved in responding to a FAD/AD

ANIMAL AGRICULTURE EVENT RESPONSE PROTOCOL

This diagram depicts the expected flow of information should an animal emergency response be required. The involvement of other agencies would increase as needed.



**ANIMAL
EMERGENCY RESPONSE CHECKLIST**

Position/Organization

RESPONSE PHASE

County Emergency Manager

- _____ Track the activities of all available livestock holding and confinement areas identified before, during, and after the disaster
- _____ Keep public advised during emergency period, only after approval by MDA PIO.
- _____ Assure the availability of storage sites and staging areas for animal food and medical supplies
- _____ Coordinate with local/State law enforcement for establishment of quarantine zones and enforcement of animal movement restrictions
- _____ Act as advisor to local government(s) during disaster response actions

County Health Department

- _____ Support the disaster response and recovery with all available resources
- _____ Assess disease impact on humans and make appropriate recommendations

County Public Works Department

- _____ Support the disaster response and recovery with all available resources
- _____ Assist with disposal of dead animals

County Sheriff's Office

- _____ Support the disaster response and recovery with all available resources
- _____ Enforce animal movement restrictions and control established quarantine zones

Fire Department/District

- _____ Support the disaster response and recovery with all available resources
- _____ Assist with decontamination of personnel and equipment

**ANIMAL
EMERGENCY RESPONSE CHECKLIST**

Position/Organization

RECOVERY PHASE

County Emergency Manager

- _____ Assist animal coordinator with long-term maintenance, placement, or disposition of animals which cannot be returned to their normal habitat
- _____ Act as advisor to local government during recovery actions
- _____ Document all animal disaster related activities and their costs
- _____ Restore equipment and supplies to normal state of readiness
- _____ Resume day-to-day operations

APPENDIX 2

MISSOURI FAD/AD PROCEDURES

The Missouri Department of Agriculture and district veterinarians have developed and will maintain the following SOGs to deal with specific area FAD/AD situations based on the local area hazard analysis and risk assessment. The MDA SOGs can be found at this MDA website: <http://mda.mo.gov/animals/health/security/>. The five SOGs available are:

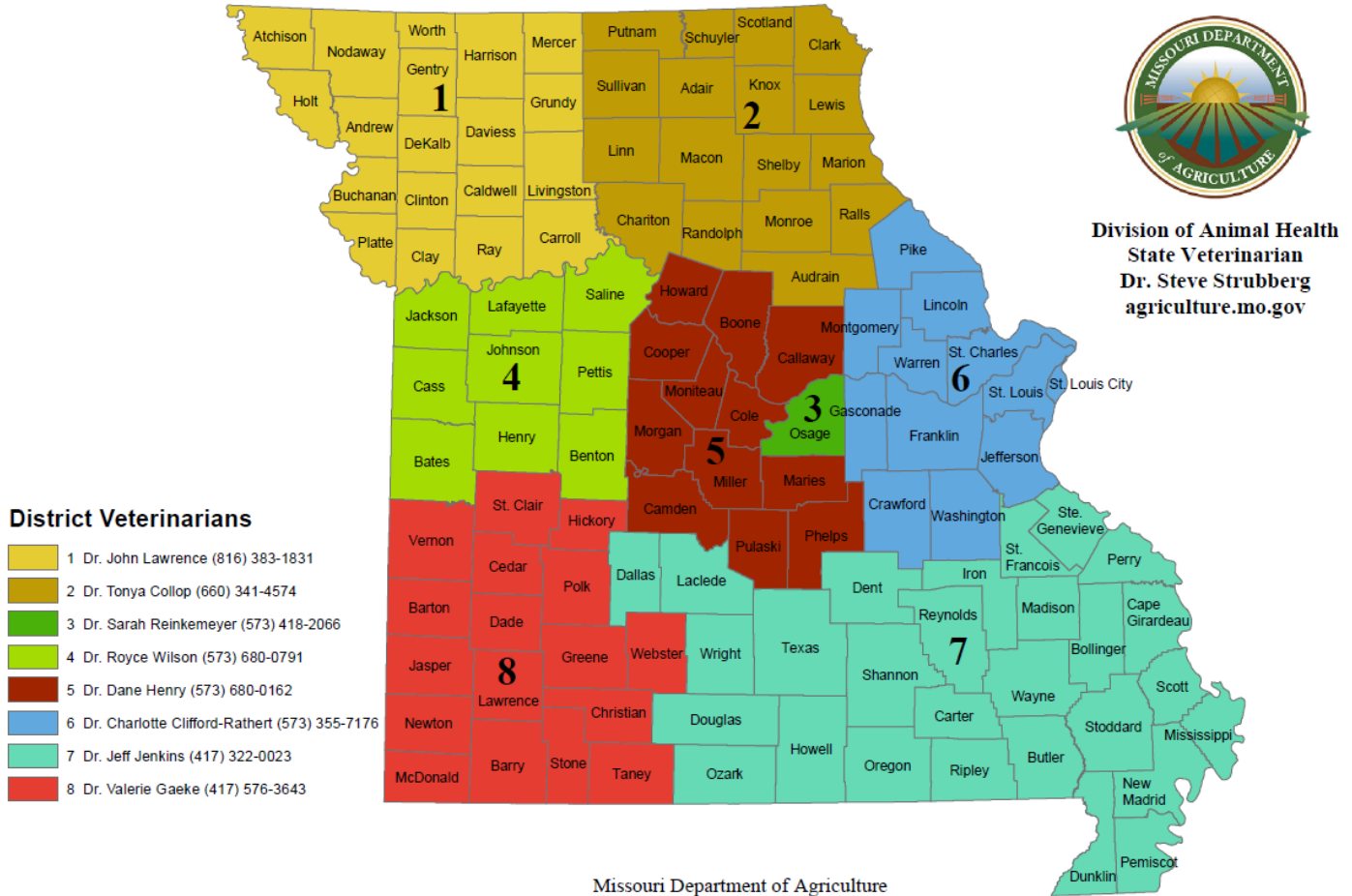
- SOG No. 001: Traffic Control
- SOG No. 002: Catastrophic Mortality and Associated Material Disposal
- SOG No. 003: Temporary Housing and Care for Livestock and Poultry
- SOG No. 004: Cleaning and Disinfection
- SOG No. 005: Continuity of Service

Supporting SOGs may be developed by local jurisdiction to complement state and district guides.

APPENDIX 3

EMERGENCY CONTACT LIST

Veterinarian Districts of Missouri



- Missouri Department of Agriculture:

P.O. Box 630
1616 Missouri Blvd.
Jefferson City, MO 65102
(573) 522-1533 (Office of Director)
(573) 751-3377 (Animal Health Office)
(573) 690-9401 (State Veterinarian)
(573) 644-4732 (Emergency Manager)

- United States Department of Agriculture (USDA) Animal Plant Health Inspection Service (APHIS) Veterinary Services (VS):

1715 Southridge Drive
Jefferson City, MO 65109
(573) 658-9850 (Main Office)
(573) 636-3116 (AVIC)
(573) 415-7897 (USDA VS Emergency Coordinator)

LOCAL VETERINARIANS

STATE EMERGENCY MANAGEMENT AGENCY

KANSAS CITY FBI OFFICE

MIDWEST RESPONSE, PO BOX 860534, SHAWNEE, KS - - 916-403-3090

LIVESTOCK MARKETS

LOCAL PRODUCERS/LARGE SCALE FACILITIES

HUMANE SOCIETY

MSHP

COUNTY SHERIFF

AREA HAZMAT TEAM

COUNTY PUBLIC HEALTH

ANIMAL CONTROL

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

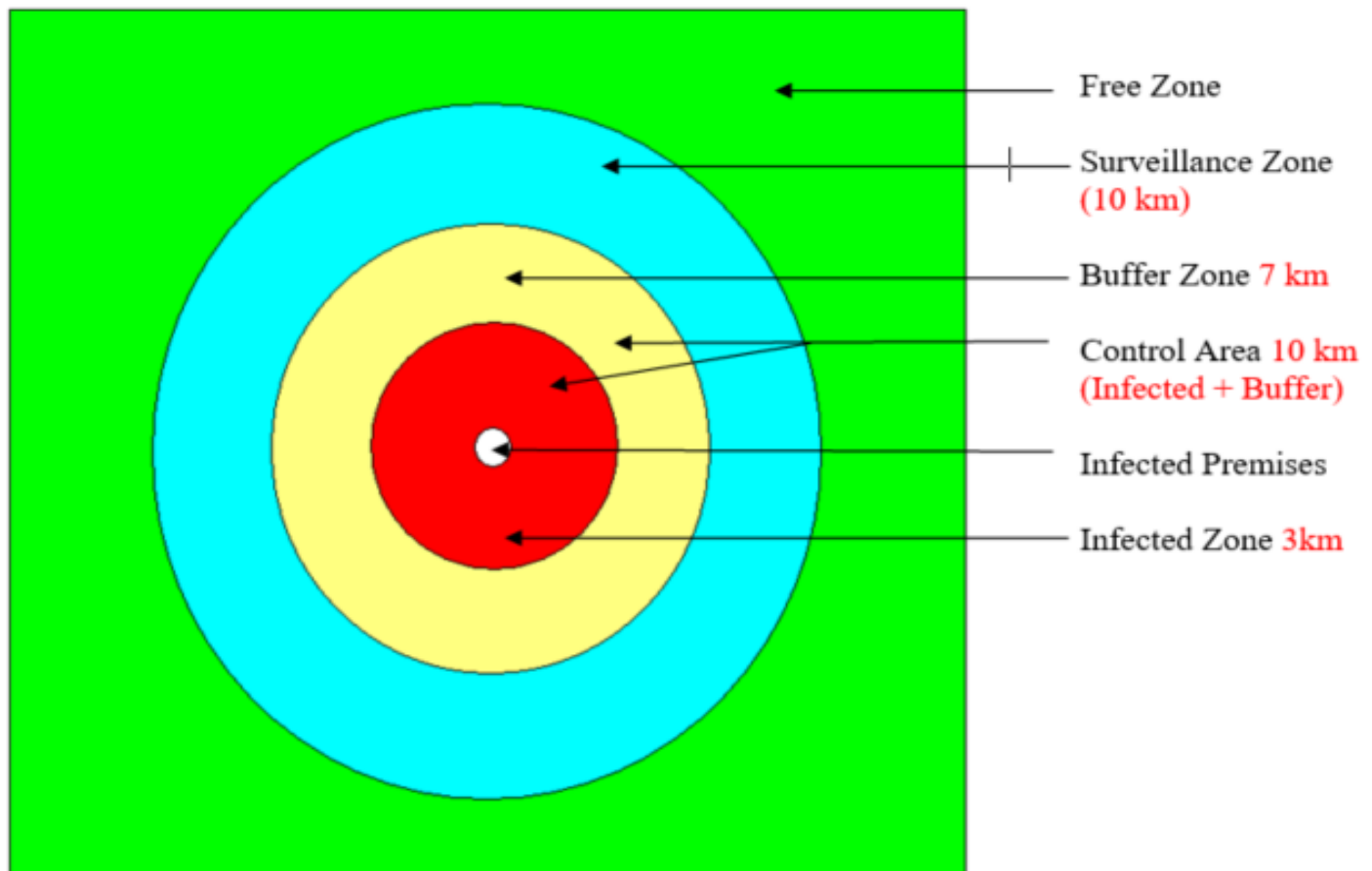
RED CROSS

ETC. – Depending on Local Jurisdiction assets, resources and facilities.

APPENDIX 4

QUARANTINE PROTOCOLS

In the event that quarantine is required to contain the spread of disease and/or mitigate the economic impact of discovery of a FAD, MDA, through SEMA, will establish the quarantine area and protocols to be followed. SEMA will coordinate state agencies supporting the quarantine and manage resources to assist the local jurisdiction. The depiction below is provided only as a generic example of a quarantine site. Zone sizes could be smaller or larger. There may be multiple quarantine sites and control areas depending on the scale of the disease outbreak.



APPENDIX 5

REFERENCES/STATUTORY AUTHORITY

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE/HSPD – 9
DEFENSE OF UNITED STATES AGRICULTURE AND FOOD, JAN 30, 04

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE/HSPD – 10
BIODEFENSE FOR THE 21st CENTURY

RSMO TITLE XVII, CHAPTER 261

RSMO, TITLE XVII, CHAPTER 267

RSMO, TITLE XVII, CHAPTER 269

RSMO, TITLE V, CHAPTER 44

MISSOURI STATE EMERGENCY OPERATIONS PLAN

CODE OF STATE REGULATIONS, TITLE 11, DIVISION 10, CHAPTER 11

EMERGENCY POULTRY DISEASE (EPD) MANAGEMENT AND INITIAL STATE RESPONSE
AND CONTAINMENT PLAN, DECEMBER 2020

References:

RSMO TITLE XVII

261.20 - Gives the Director of AG authority to impose quarantine.

267.120 - State Vet may prescribe infected animals and “call for help on the County Commission or legally substituted court ... shall order the sheriff or other officer to give assistance necessary to enforce the law”.

267.179 - Indemnification for cattle registering positive for tuberculosis.

267.230 - Power to enforce fines and class of misdemeanor crime plus says local law enforcement “may” and state law enforcement “shall” assist with enforcement.

267.240 - May change existing rules on movement of animals/travel and speaks about the Governor proclaiming a quarantine.

267.475

267.590 & .595 - Broad authority to the State Veterinarian to quarantine.

267.611 - Indemnification – broad authority and can be set by the Director of Agriculture.

267.645 - Authority to enter premises and examine livestock.

267.650

Chapter 269 - Deals with disposal of dead animals and inspections.

APPENDIX 6

RESPONSE EQUIPMENT LIST

Some counties requested a list of infectious animal disease response equipment and suggestions on where these items could be purchased. This information is included as guidance only and the list is in not all inclusive, these are just suggestions of items that may be useful. This list was included simply for your information.

Boot Brushes

Tyvex Coveralls

Tyvex Booties

Footbath pans

Footbath disinfection chemicals

Local jurisdictions may wish to add other equipment -- A list of the authorized equipment for Ag events in the FY 04 city/county grant instruction might be a good start. In addition, the MDA is acquiring and maintaining a portable response capability that would augment local jurisdiction resources.

ANNEX Q

Reserved for future use

ANNEX Q

Reserved for future use

ANNEX S (ESF # 6)

Mass Fatality

I. PURPOSE:

The purpose of this Annex is to give guidance and direction for the operation of a temporary morgue in Clay County. Additional guidance can be found in the *"Temporary Morgue Operations Manual"* located in the Clay County Emergency Management Office.

II. SITUATION AND ASSUMPTIONS:

A. Situation:

1. Clay County and each of the political subdivisions within the county could find themselves subjected to an incident resulting in mass casualties. These incidents include but are not limited to aircraft crashes, train crashes, intentional acts of terrorism, and pandemic illness.
2. The capability of Clay County and each of the political subdivisions within the county to handle mass casualties may be overwhelmed.
3. In a mass casualty incident occurring in Clay County or any of the political subdivisions within the county, it may become necessary to establish a temporary morgue to investigate, identify and store bodies until they are released by the medical examiner.
4. If it is determined that a temporary morgue is necessary in Clay County, it will be established and operated under the technical and legal guidance of the Medical Examiner's Office and the Missouri State Association of Funeral Directors and Embalmers. The operation and control of the temporary morgue will be the responsibility of the Clay County Emergency Management Director. The legal authority for establishing the temporary morgue will lie with the Clay County Commissioners.

B. Assumptions

- I. During a mass casualty incident involving Clay County, and any of the political subdivisions within the county, the Medical Examiner and each of the funeral homes in the county will make their facilities available for the storage of bodies until they are released by the Medical Examiner.
2. The available facilities may become overwhelmed during a mass casualty incident.
3. It may become necessary to establish a temporary morgue within Clay County to handle victims from the mass casualty event.

III. CONCEPT OF OPERATIONS:

A. General

1. Activation of the Clay County Temporary Morgue is the sole responsibility of the Clay County Emergency Management Director.
2. The Clay County Facilities Management Department will provide support to the Clay County Temporary Morgue upon request from the Clay County Emergency Management Director.
3. There are generally two types of temporary morgue activations. that can occur:

Short to Moderate Term: These casualties may require storage for relatively short periods of time to allow proper investigation, identification, and processing before being released for burial or cremation. These casualties may result from major aircraft crashes, train or other large capacity vehicle crashes, limited acts of terrorism, natural weather events etc.

Long Term: Events such as pandemic illness, major natural disasters or major acts of terrorism may create very large numbers of fatalities over an extended period of time. These may require storage for longer periods of time to allow local funeral resources to recover enough to provide burial or cremation or for the Medical Examiner's Office to adjust to higher numbers of fatalities.

Identification, processing, and storage of human remains will occur within the morgue until the emergency has passed and the morgue may be closed.

4. The Clay County Temporary Morgue will be developed (constructed) within the Heated Maintenance Hanger Two (HMH2) of the Midwest National Air Center located at 13106 Rhodes Road, Excelsior Springs Missouri. **(For detailed descriptions of the setup of the Temporary Morgue please refer to the *Temporary Morgue Operations Manual* on file in the Clay County Emergency Management Office).**
5. The Clay County Temporary Morgue will have restricted access at all times. Persons beyond the pre-approved list (see B-1-b below) desiring admission to the morgue must receive approval of the Clay County Emergency Management Director or their designee. When approval is granted, visitors must be accompanied by a morgue attendant at all times.
6. Fatalities will only be released to the Medical Examiner's Office or licensed funeral homes.

B. Tasks to be Accomplished by Time Frame:

1. Mitigation
 - a. Formulate long-range plans for the operation of a Temporary Morgue in Clay County.
 - b. Pre-approve individuals who will have access to the Morgue upon its activation. This list could include the following individuals:
 - Morgue Attendants
 - Law Enforcement Officers
 - Medical Examiner's Staff
 - DMORT Staff
 - Emergency Management Staff
 - Facilities Management Staff
 - Trained CERT members
 - Trained Medical Reserve Corps Members
 - c. Identify the location for the Temporary Morgue

2. Preparedness:

- a. Identify and train a sufficient number of individuals to staff a temporary morgue. These individuals could be provided by the Medical Reserve Corps of Kansas City (MRCKC) or the Northland Community Emergency Response Team (CERT) among other groups. This training should be conducted at least once a year.
- b. The Public Information Coordinator in consultation with the Emergency Management Director should prepare press releases on how individuals can claim their loved ones from the morgue.
- c. Locate resources for morgue supplies such as body bags, autopsy tables, body storage racks or refrigeration units, surgical gloves, masks, PPE clothing etc.
- d. Coordinate activities with other response agencies to ensure a coordinated and efficient response.

3. Response

- a. After activating the Temporary Morgue, work with the EOC staff to establish priorities and allocate resources.
- b. Assist in developing lists of outside resources that will be required to operate the temporary morgue.
- c. Coordinate with the Clay County Public Information Coordinator in informing the public regarding the temporary morgue and the procedure to identify and retrieve remains from the morgue.
- d. Coordinate resource requirements and requests of other response agencies.
- e. Maintain accurate records of all deceased individuals brought to the temporary morgue.
- f. Properly trained CERT members may be used to assist in the operation of the temporary morgue.

4. Recovery

- a. Make arrangements for the disposition of bodies in the temporary morgue. Bodies can only be released to the Medical Examiner or to a licensed mortuary.
- b. Participate in after-action reports and critiques.
- c. Return temporary morgue facility to its original use. This may include cleaning, disinfecting and or repainting of the facility.
- d. Perform other duties as required by the Emergency Management Director.

IV. **ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITY**

A. Organization: The Temporary Morgue shall be operated by the Clay County Emergency Management Director or his/her designee.

B. Assignment of Responsibilities:

1. The Temporary Morgue Coordinator for Clay County will be the Clay County Emergency Management Director or his/her designee.
2. Clay County Facilities Management will be responsible to set up the morgue facility following the layout as delineated in the *Temporary Morgue Operations Manual* on file in the Clay County Emergency Management Office. They will also maintain the facility during its use as a temporary morgue and to assist in cleaning and returning the facility to its previous use.
3. Law Enforcement. The Clay County Sheriff's Department or other law enforcement agencies in Clay County will provide security for the temporary morgue during its operation. Law Enforcement may also need to assist in the identification through fingerprints of bodies brought into the morgue.
4. Public Information. The Clay County Public Information Coordinator will work with the Clay County Emergency Management Director to provide necessary information to the public regarding the temporary morgue.

V. DIRECTION AND CONTROL

- A. The temporary morgue operations will be coordinated by the Emergency Management Director in the EOC.
- B. The on-scene management of the temporary morgue will be conducted by the Medical Examiner in consultation with the Emergency Management Director.
- C. The temporary morgue should be operated using the National Incident Management System (NIMS) and the Incident Command System (ICS)
- D. The status of the operation of the temporary morgue during the response and recovery phases of the incident should be made available to the Clay County Emergency Manager with regular updates throughout the operation of the facility.

VI. CONTINUITY OF GOVERNMENT

- A. Line of Succession for Temporary Morgue
 - 1. Clay County Emergency Management Director
 - 2. Clay County Medical Examiner
- B. Vital documents
 - 1. Records of purchases will be duplicated whenever possible and kept on file for use in determining the final cost of the emergency or disaster.
 - 2. Transfer of these documents will occur by decision of the Emergency Management Director.

VII. ADMINISTRATION AND LOGISTICS

- A. Administration
 - 1. It may be necessary to bypass normal purchasing procedures in order to operate the temporary morgue. When this is done, official approval must be given by the Chief Elected Official of Clay County.

2. All such purchases must be kept in accordance with state law and local ordinances whenever possible.

C. Logistics

1. Communications regarding the operation of the temporary morgue will be the responsibility of law enforcement. ARES members may be used to augment this service.
2. CERT members trained in the operation of the temporary morgue may be used to augment regular morgue staff.
3. Precise records of the bodies received, and activities conducted in the temporary morgue must be maintained. These records should be sent to the Clay County Emergency Management Director at the end of the incident.
4. Records of all purchases, expenses, equipment used, and time spent by individuals, including volunteers, in the temporary morgue shall be maintained and sent to the Clay County Emergency Management Director. These records will be necessary in the event that the county becomes eligible for reimbursement for the disaster.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

- A. This Annex should be reviewed and updated at a minimum of annually by the Clay County Emergency Management Director. The Director may enlist such experts as medical examiners, morticians etc. that he/she deems necessary to assist in this review and update.
- B. This Annex should be tested periodically using the Homeland Security Exercise and Evaluation Program Guidelines (HSEEP).

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Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1022, Farmers and Maker's Market MOU for 2022

REQUESTED BOARD ACTION:

A motion to approve Resolution 1022, authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Smithville Lions Club for the 2022 Farmers and Maker's Market.

SUMMARY:

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties.

The Lions Club once again wishes to host a Farmers and Maker's Mark on Wednesdays in the summer months. Staff and representatives of Lion's Club have reviewed and agreed to the terms and responsibilities outlined in the MOU.

PREVIOUS ACTION:

MOUs have been approved by the Board for use of the Courtyard beginning with the 2018 season.

POLICY ISSUE:

Economic Development Policy.

FINANCIAL CONSIDERATIONS:

None.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LION'S CLUB FOR SPONSORSHIP OF THEIR FARMERS AND MAKERS MARKET

WHEREAS, the Lion's Club organized and operates a Farmers and Makers Market at the Downtown Courtyard Park on Wednesdays throughout the summer; and,

WHEREAS, the EDC Strategic Plan encourages the City to assist entities in promoting a sense of community such as this market; and,

WHEREAS, the Public Facility Use Policy authorizes the City to sponsor such events, but ONLY if there is a written agreement; and,

WHEREAS, an initial Memorandum of Understanding was approved with the 2018 season;

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

**THAT THE MAYOR BE AUTHORIZED TO EXECUTE THE ATTACHED
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE
LION'S CLUB FOR THE FARMERS AND MAKERS MARKET FOR 2022.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Memorandum of Understanding
Between the City of Smithville, Missouri
And the
Smithville Lion's Club
For the
Smithville Farmers and Makers Market

This agreement is entered into between the City of Smithville, Missouri, a Municipal Corporation, and the Smithville Lion's Club, a Missouri Not for Profit Organization for the express purpose of complying with the Joint Use agreement requirement in the City's Public Facility Use Policy, and for the following stated purposes:

Whereas, the Smithville Lion's Club members have created and hosted the Smithville Farmers and Makers Market since 2015 in the downtown Courtyard Park; and,

Whereas, the market provides opportunity for local vendors to set up booth spaces in the park and to bring customers and citizens to the center of downtown; and,

Whereas, an integral part of any community's economic development is the sense of community created with programming activities to foster community pride; and,

Whereas, the City and the Lions Club desire to enter into an agreement for the 2022 season that creates a partnership between them.

Now, therefore, the parties do hereby agree to the following terms:

The City of Smithville shall:

1. Reserve the Courtyard Park each Wednesday from 3:00 pm until 8:00 pm from the first Wednesday in June until the second Wednesday in September 2022 on behalf of the Lion's Club.
2. Waive the fees and costs associated with the cost of Courtyard rental.
3. Clean and stock the restrooms (when open), empty trashcans and generally clean the park of trash each Wednesday prior to the event.
4. Authorize the placement of a banner along the back of the stage, except with prior notice to the Club if a different entity has reserved the Courtyard on any day during the months of June – September.
5. Authorize placement of a temporary sign on City property at 169 Highway and Main Street from June through September advertising the Market.
6. Provide promotional assistance on its' social media presence.

The Lion's Club shall:

1. Identify a person who will be the Lion's Club's official Market Manager for each evening's event. The responsible party must:
 - a. Check out keys for water and electrical connections at the beginning of the season and be responsible for their safekeeping and return at the end of the season.
 - b. Be responsible for opening and closing all locks to the electric and water services at the beginning and end of each market.
 - c. Agree to be present during the entire time the event is operating that evening and provide a cell phone number where they can be reached in the event of an issue at the park. In the event that the Market Manager is unable to be at a Market, provide to the City the name and contact information of a responsible party for that date.
 - d. Pick up and place all trash in the bins provided at the end of the evening.
2. Ensure the Farmers and Makers Market participants are complying with Clay County Public Health Center guidelines.
3. Inform and Enforce the Park Rules, along with any additional reasonable rules set by the Club, on all its' vendors and patrons each evening. If the Responsible Party cannot resolve any such rules violation, they should contact the Smithville Police department for assistance.
4. Allow non-profit participation in Farmer's Market free of charge with completed application and verification of non-profit status.

The City of Smithville and the Lion's Club recognize and agree that this agreement is for the 2022 summer season, and it shall expire following the end of the last event in September.



Smithville Lion's Club Representative/Market Manager



Date

City of Smithville

Date



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1023 – Main Street District Memorandum of Understanding (MOU) for the 2022 Gravel Grinder Bike Race

REQUESTED BOARD ACTION:

A motion to approve Resolution 1023, authorizing the Mayor to execute an MOU with Smithville Main Street District for the Gravel Grinder Bike Race in 2022.

SUMMARY:

The Smithville Parks and Recreation Department has been hosting a Gravel Grinder Bike Race since 2018 in the downtown Courtyard Park. The bike race provides opportunity for local vendors to set up booth spaces in the park and to bring both riders and citizens to the center of downtown. The sense of community created with programming activities to foster community pride is an integral part of economic development efforts.

Staff has worked with the Smithville Main Street District to develop an MOU outlining their assistance in providing vendors, volunteers and sponsors for the Gravel Grinder Bike Race to be held in May of 2022.

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SMITHVILLE MAIN STREET DISTRICT FOR THE 2022 GRAVEL GRINDER BIKE RACE

WHEREAS, the Smithville Parks and Recreation Department has been hosting a Gravel Grinder Bike Race since 2018 in the downtown Courtyard Park; and,

WHEREAS, the Gravel Grinder Bike Race provides opportunity for local vendors to set up booth spaces in the park and to bring riders and citizens to the center of downtown; and,

WHEREAS, an integral part of any community's economic development is the sense of community created with programming activities to foster community pride; and,

WHEREAS, an initial Memorandum of Understanding was approved with the 2018 season; and,

WHEREAS, the City and the Smithville Main Street District desire to enter into an agreement for the 2022 season that creates a partnership between them;

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

THAT THE MAYOR BE AUTHORIZED TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SMITHVILLE MAIN STREET DISTRICT FOR THE BIKE RACE IN 2022.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Memorandum of Understanding
Between the City of Smithville, Missouri
And the
Smithville Main Street District
For the
Gravel Grinder Bike Race

This agreement is entered into between the City of Smithville, Missouri, a Municipal Corporation, and the Smithville Main Street District, a Missouri Not for Profit Organization for the purpose of partnering for the Gravel Grinder Bike and for the following stated purposes:

Whereas, the Smithville Parks and Recreation has been hosting a Gravel Bike Race since 2018 in the downtown Courtyard Park; and,

Whereas, the Bike Race provides opportunity for local vendors to set up booth spaces in the park and to bring riders and citizens to the center of downtown; and,

Whereas, an integral part of any community's economic development is the sense of community created with programming activities to foster community pride; and,

Whereas, the City and the Smithville Main Street District desire to enter into an agreement for the 2022 season that creates a partnership between them.

Now, therefore, the parties do hereby agree to the following terms:

The City of Smithville shall:

1. Reserve the Courtyard for May 13-14 for vendors and entertainment.
2. Waive the \$100 daily rental fee and \$200 deposit associated with the cost of Courtyard rental.
3. Clean and stock the restrooms empty trashcans and generally clean the park of trash.
4. Authorize the placement of a banners along the back of the stage.
5. Provide promotional assistance on its' social media presence.
6. Handle Bike Race registrations, bike specific sponsors, and all bike race duties.
7. Allow 100% of the funds from all local and surrounding area vendors to go to the Smithville Main Street District.

The Smithville Main Street District Shall:

1. Identify a person who will be the Smithville Main Street District official responsible party for the event. The responsible party must:
 - a. Agree to be present during the entire time the event is operating that evening and provide a cell phone number where they can be reached in the event of an issue.
 - b. Attend Bike Race meetings to provide updates
2. Ensure a minimum of four (4) volunteers will be present during the entire event and are signed up on bikereg.com.
3. Provide local and surrounding area vendors for the event
4. Send communication to all registered local and surrounding area vendors leading up the event.
5. Receive 50% of sponsorships they obtain for the race.

The City of Smithville and the Smithville Main Street District recognize and agree that this agreement is for the 2022 Gravel Bike Race, and it shall expire following the end of the Gravel Bike Race.

Smithville Main Street District

Date

City of Smithville

Date



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1024 – Acknowledging Board of Aldermen support of Smithville Main Street District Grant for Courtyard Park

REQUESTED BOARD ACTION:

A motion to approve Resolution 1024, authorizing the Mayor to sign a letter of support for the Smithville Main Street District grant for Courtyard Park.

SUMMARY:

Smithville Main Street District (SMSD) is submitting an application for the Marketing Heritage and Cultural Tourism in Rural Missouri grant through the Missouri Main Street Connection.

SMSD's desire is to continue the progress of Courtyard Park with an Interchangeable Mural at the back of the stage. This would be a permanent frame installation that would be the housing for interchangeable fabric print "murals" throughout the year. This will create an upscale, larger size, but simple to use solution to promote the downtown and events such as, Junkville, Homecoming, Lake Fest, Farmers Market, Smithville Historic Society, Hot Summer Nights, FestiVille, Lighted Christmas Parade, holidays and other community events.

There would be no cost to City for this project. If SMSD was successfully awarded the grant, staff would work with SMSD to develop an MOU outlining the responsibilities of each party relating to the management and maintenance of the interchangeable mural.

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

EDC Strategic Plan encourages partnerships between the City and local partners to implement plan goals

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

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: Picture | |

RESOLUTION 1024

A RESOLUTION ACKNOWLEDGING BOARD OF ALDERMEN SUPPORT OF SMITHVILLE MAIN STREET DISTRICT GRANT APPLICATION FOR THE MARKETING HERITAGE AND CULTURAL TOURISM IN RURAL MISSOURI GRANT THROUGH THE MISSOURI MAIN STREET CONNECTION

WHEREAS, the City of Smithville desires to support the submission of the grant; and

WHEREAS, the Smithville Main Street District is applying for the grant to assist in funding for the stage backdrop frame and design; and

WHEREAS, there is no cost to the City; and

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

THAT THE MAYOR BE AUTHORIZED TO SIGN A LETTER OF SUPPORT FOR SMITHVILLE MAIN STREET DISTRICT GRANT APPLICATION FOR THE MARKETING HERITAGE AND CULTURAL TOURISM IN RURAL MISSOURI GRANT THROUGH THE MISSOURI MAIN STREET CONNECTION.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Welcome to Smithville Main Street District





Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1025 - A Resolution approving a change order for the repair of a motive pump in the amount of \$3501.72 to Mid-America Pump

RECOMMENDED ACTION:

A motion to approve Resolution 1025, approving a change order for the repair of a motive pump in the amount of \$3,501.72 to Mid-America Pump.

SUMMARY:

At the Board meeting on September 7, 2021 the Board approved Resolution 967 authorizing the repair of a motive pump at the Wastewater Treatment plant with Mid-America Pump in an estimated amount of \$20,187.60. There are three motive pumps at the Wastewater Treatment Plant. The motive pump is needed to distribute the wastewater evenly across the Sequential Batch Reactors (SBR) for optimal operation of the system. One of the pumps was not running properly and we contracted Mid-America Pump to pull the pump and inspect for repairs. Several seals, bearing and the impellor needed to be replaced. In order to pull the pump out and make the repairs and then reset the pump a crane was necessary, this cost had not been included in the repair estimate. The final cost of repairs is \$23,689.32 an overage of \$3,501.72.

PREVIOUS ACTION:

September 7, 2021 – Approve Resolution 967

POLICY ISSUE:

Facility Maintenance

FINANCIAL CONSIDERATIONS:

The CWWS fund includes sufficient budget for this maintenance 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: invoice | |

RESOLUTION 1025

A RESOLUTION APPROVING A CHANGE ORDER FOR THE REPAIR OF A MOTIVE PUMP IN THE AMOUNT OF \$3,501.72 WITH MID-AMERICA PUMP

WHEREAS, the Board approved Resolution 967 on September 7th, 2021 authorizing the expenditure of funds to Mid-America Pump in an estimated amount of \$20,187.60 for repairs to one of the motive pumps at the Waste Water Treatment Plant; and

WHEREAS, the final cost of repairs is \$23,689.32.

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

THAT a change order in the amount of \$3501.72 is hereby approved for the repair of the motive pump with Mid-America Pump.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

5600 Inland Drive
Kansas City, KS
913-287-3900 Fax: 913-287-6641

Invoice

Date	Invoice #
12/13/2021	16006

Bill To
CITY OF SMITHVILLE ATTN: ACCOUNTS PAYABLE 1 HELVEY PARK DRIVE SMITHVILLE, MO 64089

Customer Acct #	Terms	Customer P.O. No.
CI149	NET 30 DAYS	Verbal Bob Lemley

[illegible]



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2930-22, Initial Zoning Lot 24, Lakeside Crossing – 2nd reading

RECOMMENDED ACTION:

A motion to approve Bill No. 2930-22, an ordinance setting the initial zoning of Lot 24 in Lakeside Crossing by title only, for second reading by title only.

SUMMARY:

The ordinance would set the initial zoning of the most recently annexed lot in Lakeside Crossing to R-1B.

BACKGROUND:

The Board authorized staff and attorneys to pursue involuntary annexations of the remaining lots in Lakeside Crossing. As a result, this property owner agreed to be annexed and newly annexed property must have its' initial zoning set by the city. This is the final approval for all Lakeside Crossing annexations.

PREVIOUS ACTION:

Annexation of this lot occurred in December 2021.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicants: Jeffrey and Alexandra Coulter

Land Use Proposed: R-1B

Zoning: County Single Family

Property Locations: 15705 N. Wabash St.

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented at a public hearing of the Planning and Zoning Commission of the City of Smithville, held on January 11, 2022, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

Finding of Facts

1. Character of the neighborhood.
The surrounding area is single family residential housing in a standard subdivision.
2. Consistency with the City's Comprehensive Plan and ordinances.
The Comprehensive Plan in effect when the homes were built was approved on October 6, 2005 and calls for low density housing. The current plan adopted in November 2020 recommends that annexations occur to clean up the borders of the city limits. It complies with the plan.
3. Adequacy of public utilities and other needed public services.
The lot is in a fully completed subdivision with all utilities and public services.
4. Suitability of the uses to which the property has been restricted under its existing zoning.
The current use is single family residential formerly outside the city limits.
5. Length of time the property has remained vacant as zoned.
The property was constructed in the county but had never previously annexed while the bulk of the lots in the subdivision were annexed over 15 years ago.
6. Compatibility of the proposed district classification with nearby properties.
The proposed district matches the adjacent existing uses.
7. The extent to which the zoning amendment may detrimentally affect nearby property.
No detriment is anticipated.

8. Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.
No loss to landowners is expected.
9. That in rendering this Finding of Fact, testimony at the public hearings on January 11, 2022 has been taken into consideration as well as the documents provided.

Recommendation of the Planning Commission

Based on the foregoing findings of fact, we conclude that:

- A. This application and the Zoning of this property from County Single Family Residential to R-1B is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.
- B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.
- C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of zoning the property to R-1B.

BILL NO. 2930-22

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI.

WHEREAS, The City of Smithville received an application for annexation of 15705 N. Wabash St.; and

WHEREAS, after the property was annexed, the City is required to designate the initial zoning of newly annexed property, so a Public Hearing for the land was conducted before the Planning Commission on January 11, 2022; and

WHEREAS, the Planning Commission presented its' findings to the Board of Aldermen and recommended approval of the initial zoning for the property as R-1B.

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

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

The property legally described as: Lot 24, Lakeside Crossing 1st Plat, a subdivision in Clay County Missouri

is hereby set as R-1B.

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

Section 3. This ordinance shall take effect and be in full force from and after the approval.

PASSED THIS 15th DAY OF FEBRUARY, 2022

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 01/18/2022

Second Reading 02/15/2022



STAFF REPORT

January 6, 2022

Rezoning of Parcel Id # 05-908-00-03-011.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 15705 N Wabash St. (Lot 24)
Owner: Jeffrey & Alexandra Coulter
Current Zoning: New annexation
Proposed Zoning: R-1B

Public Notice Dates:

1st Publication in Newspaper: December 23, 2021
Letters to Property Owners w/in 185': December 23, 2021

GENERAL DESCRIPTION:

The applicants recently annexed their home in the Lakeside Crossing subdivision into the City Limits. The initial zoning needs to be set by the City. This home is one of 11 homes that were not annexed into the city when the subdivision annexed over 15 years ago. The area is a single-family residential subdivision with adjacent R-1B zoning.

EXISTING ZONING:

The existing zoning predates the annexation into the city limits.

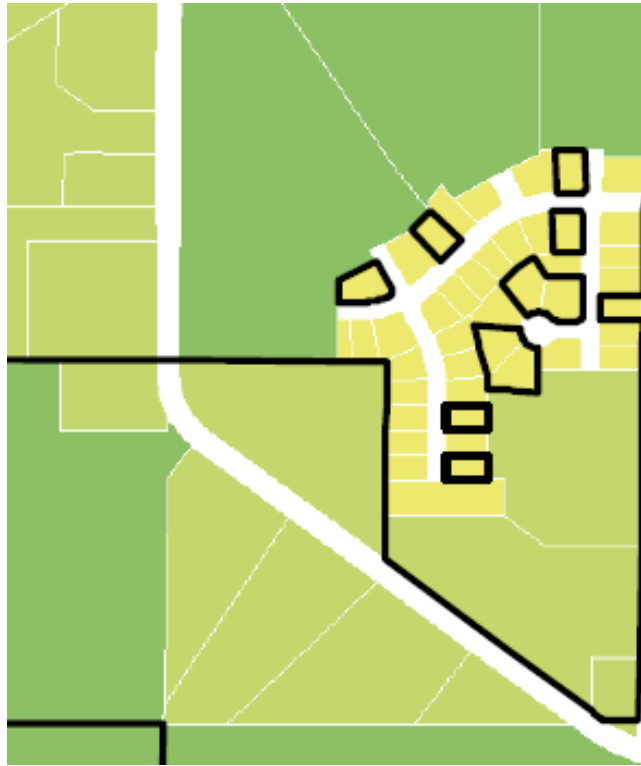
CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is single family residential housing in a standard subdivision.

CONSISTENCY WITH COMPREHENSIVE PLAN AND ORDINANCES *400.560.C.2*

The previous Comprehensive Plan was approved on October 6, 2005, and called for low density housing. It is in compliance with the plan in place at the time of

construction. The current Plan adopted in November 2020 calls for annexations to clear up the city boundaries.



ADEQUACY OF PUBLIC UTILITIES OR OTHER PUBLIC SERVICES *400.560.C.3*

The lot is in a fully completed subdivision with all utilities and public services.
Streets and Sidewalks:

SUITABILITY OF THE USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED UNDER ITS EXISTING ZONING *400.560.C.4*

The current use is single family residential formerly outside the city limits.

TIME THE PROPERTY HAS REMAINED VACANT AS ZONED *400.560.C.5*

The property was constructed in the county but had never previously annexed while the bulk of the lots in the subdivision were annexed over 15 years ago.

COMPATIBILITY OF PROPOSED DISTRICT WITH NEARBY LAND *400.560.C.6*

The proposed district is the same as the existing adjacent uses.

EXTENT WHICH THE AMENDMENT MAY DETRIMENTALLY AFFECT NEARBY PROPERTY *400.560C.7*

No detrimental effects are known.

WHETHER THE PROPOSAL HAS A DISPROPORTIONATE GREAT LOSS TO ADJOINING
PROPERTY OWNERS RELATIVE TO THE PUBLIC GAIN *400.560.C.8*

With no detrimental effects known, no great loss is expected.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed district based upon the change
meets the Comprehensive Plan recommendations.

Respectfully Submitted,

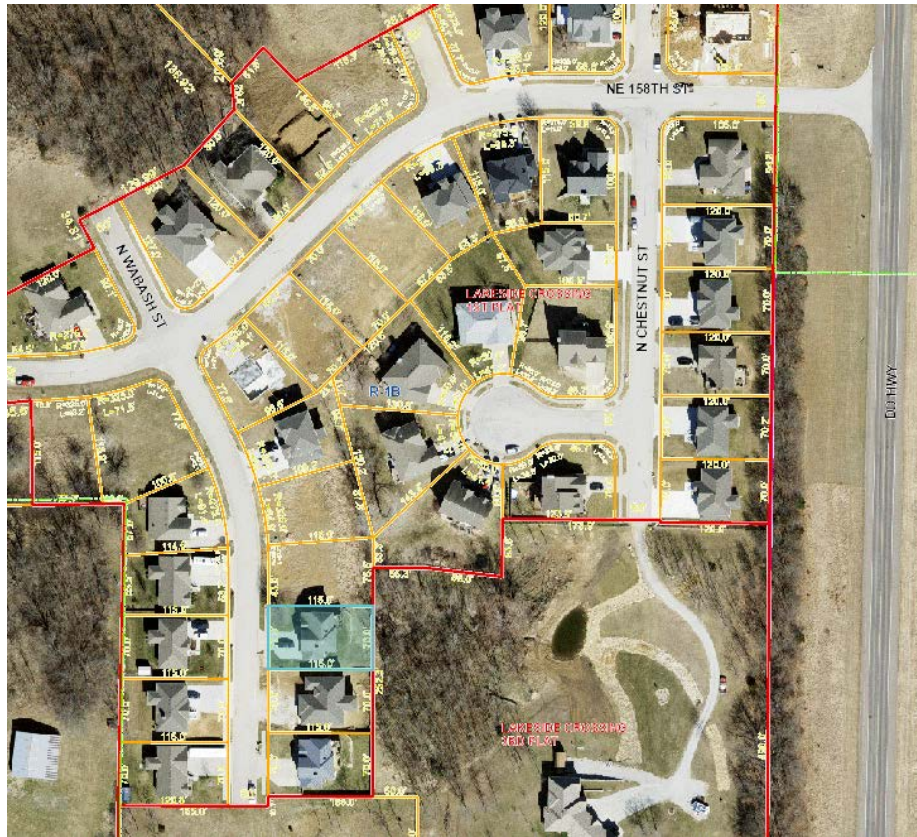
Zoning Administrator

OFFICIAL NOTICE

To whom it may concern and to all parties interested, notice is hereby given that at 7:00 PM on January 11, 2022, the Smithville Planning Commission will conduct a public hearing in person at 107 W. Main St., Smithville or online via Zoom* and consider the following:

An application for setting the initial zoning of recently annexed property to R-1B located in the Lakeside Crossing Subdivision and legally described as follows:

Lot 24, Lakeside Crossing First Plat and as depicted below.



As provided in the Zoning Ordinances of Smithville, Mo. the above item will be discussed and considered by the Planning Commission, and all persons interested in said matter will be heard at this time concerning their views and wishes; and any protest of the provisions of the proposed changes to the Zoning Ordinance will be considered by the Commission as provided by law.

*Zoom access link will be published on the official agenda.

(Publish in the December 23rd Edition of the CT)



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 2931-22, Award of RFP #22-10, Smithville Commons Development Revenue Study - 1st and 2nd reading by title only.

REQUESTED BOARD ACTION:

A motion to approval of Bill No. 2931-22, awarding RFP #22-10, Smithville Commons Development Revenue Study to PGAV Planners, LLC. It is recommended that this be read both first and second reading as an Emergency Ordinance Sponsored by Mayor Boley.

SUMMARY:

In October of 2021, the developers of the Marketplace TIF approached the City's special counsel with a request to determine the City's interest in allowing the developer to issue tax increment revenue bonds (TIF Bonds) to make payment of reimbursable project costs to the Developer relating to the Marketplace TIF. Staff has met with special counsel Gilmore and Bell as well as financial advisors Piper Sandler to understand the overall process and steps that are expected of the City.

Issuance of TIF Bonds would be completed by the City, with all costs related to the financing to be paid from the proceeds of the TIF Bonds. The TIF bonds would be secured and payable solely by TIF revenues generated by the project available after all distributions are made to the City and other taxing districts. No City obligation would exist to cover any revenue shortfall.

To complete the process of issuing TIF Bonds, a Funding Agreement was drafted to ensure certain costs were paid by the Developer and not provided by the City and approved by the Board on January 18, 2022.

The issuance of the bonds requires a Bond Revenue Study. The execution of this study required the City to release a Request for Proposal. RFP #22-10 was released on January 26, 2022 and closed on February 7, 2022 at 10:00 AM. Several organizations were contacted to submit bids. The City received one proposal in response to the RFP. PGAV Planners, LLC submitted their proposal with the attached proposed contract. Contract amount proposed is \$20,000 plus any reimbursable expenses.

Funding for this study will come from the developer, as they have already submitted their first \$25,000 payment according to the Funding Agreement.

PREVIOUS ACTION:

August 1, 2017 – Approval of the Smithville Commons Tax Increment Financing Plan

August 1, 2017 – Approval of a Reimbursement Agreement with the Smithville Area Fire Protection District
November 21, 2017 – Approval of the First Amendment to the Smithville Commons Tax Increment Financing Development Plan
November 21, 2017 – Approval of the Original Redevelopment Agreement
July 17, 2017 – Approval of a Reimbursement Agreement with the Northland Regional Ambulance District
January 18, 2022 – Approval of the Funding Agreement Relating to Bond Issuance for Marketplace TIF

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RFP #22-10 Document, PGAV RFP Bid Proposal | |

AN ORDINANCE ACCEPTING THE PROPOSAL FROM PGAV PLANNERS, LLC FOR A REVENUE STUDY REGARDING THE SMITHVILLE COMMONS DEVELOPMENT AND APPROVING THE CONTRACT FOR TECHNICAL SERVICES BETWEEN THE CITY OF SMITHVILLE, MISSOURI AND PGAV PLANNERS, LLC.

WHEREAS, the City is a fourth-class city and political subdivision of the State of Missouri, incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the Board of Aldermen; and

WHEREAS, the City approved the Smithville Commons Tax Increment Financing Plan on August 1, 2017 (the "**Original Redevelopment Plan**") to provide incentives for the construction of a project (the "**Project**"); and

WHEREAS, the City approved the First Amendment to the Smithville Commons Tax Increment Financing Development Plan on November 21, 2017 (the "**First Amended Plan**," together with the Original Redevelopment Plan the "**Redevelopment Plan**") to provide for a capital contribution to the Smithville School District; and

WHEREAS, the City entered into a Tax Increment Financing Redevelopment Agreement dated August 1, 2017 (the "**Original Redevelopment Agreement**") with Development Associates Smithville, LLC (the "**Developer**") implementing the Redevelopment Plan; and

WHEREAS, on November 21, 2017, the City and the Developer entered into the First Amendment to Tax Increment Financing Development Agreement (the "**First Amended Redevelopment Agreement**," together with the Original Redevelopment Agreement, the "**Redevelopment Agreement**") to implement the First Amended Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City may issue obligations to reimburse the Developer for costs related to the Project; and

WHEREAS, Developer proposes that the City issue tax increment revenue bonds (the "**Bonds**") to reimburse the Developer for costs related to the development of the Project as provided in the Redevelopment Agreement; and

WHEREAS, in order to review, evaluate, process and consider the economic feasibility of the issuance of the Bonds, the City would like to engage a firm to draft a revenue study for the Project, with the costs of the study to be paid by the Developer pursuant to the Funding Agreement dated January 18, 2022 between the City and the Developer; and

WHEREAS, pursuant to Section 150.040 of the City's Code of Ordinances, the City requested sealed proposals related to the engagement of a firm for a revenue study, and posted RFP #22-10 (the "**RFP**"); and

WHEREAS, PGAV Planners, LLC ("**PGAV**") was the sole firm to respond to the RFP; and

WHEREAS, the City now desires to accept PGAV's proposal and enter into a Contract For Technical Services And Assistance (the "Study Agreement") with PGAV to set forth their services and compensation regarding the revenue study; and

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

Section 1. The Board of Aldermen deems that PGAV has submitted the lowest, the best and the only bid in response to the RFP, and the Board of Aldermen hereby accept PGAV's proposal for the production of a revenue study related to the Redevelopment Plan, the Redevelopment Agreement and the Project.

Section 2. The Mayor is hereby authorized to execute the Study Agreement in substantially the form attached hereto as **Exhibit A** with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof.

Section 3. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 2/15/2022

Second Reading: 2/15/2022

Exhibit A

Contract For Technical Services And Assistance

[Attached]

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:

The City is interested in obtaining a revenue study on the Smithville Commons development ("Smithville Commons") to assist the City in determining the projected property tax and sales revenues of Smithville Commons and the projected revenues to be received by the City related to the Smithville Commons Tax Increment Financing Plan (the "Smithville Commons TIF") and the Smithville Commons Community Improvement District (the "Smithville Commons CID"). Smithville Commons is a commercial retail development that includes Cosentino's Price Chopper, Porters Ace Hardware, Taco Bell, Scooter's Coffee, Burger King, and Domino's Pizza. Under construction is a dental office and Jimmy Johns, and there is additional space for several businesses.

Development Associates Smithville, LLC (the "Developer") has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds.

The purpose of this RFP is to identify a firm with the experience to perform the revenue study. The bidder deemed to have submitted the lowest and best bid will be offered the opportunity to sign a standard contract with the City as drafted by the City. If the City and the selected preferred firm are reasonably unable to reach agreement as to the terms of the contract, the City may at its option select the second lowest and best bid or reject all bids submitted in response to this RFP. In the event that two or more bidders offer bids at the same price, the City shall determine which bid, if any, shall be accepted, and its determination shall be final. The City reserves the right to waive irregularities.

INSTRUCTIONS TO BIDDERS

1. Responses must be addressed to Anna Mitchell, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.
2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All RFPs must be sealed and marked on the outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on February 2, 2022, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.

4. Any questions regarding this RFP should be directed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

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


Finance Director

Issued: January 26, 2022

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

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 West Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the form provided for the purpose of submitting quotes and if applicable should give the offered price. Any questions regarding this request may be addressed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089, (816) 532-3897.

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

General Information

I. Smithville Commons TIF and Smithville Commons CID

The Smithville Commons TIF Plan and Smithville Commons Community Improvement District were approved by the City on August 1, 2017. The Smithville Commons Community Improvement District currently imposes a 1% sales tax on all sales made within the District.

Smithville Commons consists of 66.32 acres located generally between Cliff Drive and U.S. Highway 169 within the City. Currently, Smithville Commons is almost fully built out, with six business fully operational and 2 currently being built.

The development contains: (1) Cosentino's Price Chopper, operational for less than 3 years; (2) Porters Ace Hardware, operational for less than 3 years; (3) Taco Bell, operational for 1 year; (4) Scooter's Coffee, operational for 1 year; (5) Burger King, operational for less than 1 year; and (6) Domino's, operational for less than 1 year.

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the lowest bid and best interests for the City. The City shall be the sole judge of what constitutes the best interests of the City.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFP: January 26, 2022

Final day to submit questions: January 31, 2022

Final amendment/addendum issued no later than: February 1, 2022

Proposals due: February 2, 2022

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. After selection by the Board of Alderman, within the City will present the successful bidder with a contract. The successful bidder will have 10 days to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the respondents. The City will select what, in its sole judgment, it determines will be in the lowest and best bid received.

All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's experience, including:

1. Examples of revenue studies undertaken by the firm.
2. Administrative capacity to undertake the project.
3. Experience with development in the local Kansas City market or similar markets.
4. Individuals that will be performing the study.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Revenue Study Price: Provide a statement of the proposed cost of the revenue study associated with the respondent's proposal and the expected time requirement to deliver a preliminary study and the final report.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Anna Mitchell. The City will distribute any amendments or addenda by email.

Questions about the RFP may be directed to Anna Mitchell, Assistant City Administrator, at 816-532-3897 or amitchell@smithvillemo.org. Contact regarding the RFP with any persons other than Anna Mitchell, including both other City staff and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Any questions regarding the RFP must be submitted by January 31, 2022. Responses will be sent to all registered respondents no later than February 1, 2022. No further questions will be answered after this date.

V. Terms & Conditions

- A. All proposals shall become an integral part of any contract and/or agreement executed between the City of Smithville and the winning firm.
- B. The City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.
- C. Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- D. The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- E. This RFP does not commit the City to select any firm or enter into an agreement with any firm.
- F. The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities in the RFP.
- G. No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- H. All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- I. The selection of a firm is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- J. The City will not be liable for any expenses incurred by a respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of an agreement between the respondent and the City.

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

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

PROPOSAL RESPONSE FORM

I, _____, hereby representing
(Agent Submitting RFP)

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

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

February 4, 2022

Anna Mitchell
City of Smithville
Assistant City Administrator
107 West Main Street
Smithville, MO 64089

Re: RFP #22-10 Smithville Commons Development Revenue Study

Dear Ms. Mitchell,

In accordance with the aforementioned Request for Proposals (“RFP”) for the production of a revenue study associated with Smithville Commons Tax Increment Financing Redevelopment Area and the Smithville Commons Community Improvement District, PGAV Planners, LLC (“PGAV”) is please to provide our proposal to deliver the requested services.

Included with this letter is a proposed agreement that describes our proposed scope of services and fees as well as some examples of our prior work.

I have consulted on tax increment financing projects in 10 states and have authored development revenue studies in support of more than \$2 billion in development bonds over the past 15 years. Through our work, we study all real estate property classes and look at development projects in many different contexts. I understand that our job is to communicate to potential bond-buyers the story of the source of credit, how it fits within the local market, and reasonable expectations associated with revenues available to repay the bonds.

I am grateful to have the opportunity to work with your community on this project. If you have any questions and would like to discuss our proposal and our qualifications, please don't hesitate to call.

Thank you very much,



Andy Struckhoff, AICP, DFCP
Vice President

CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE

BETWEEN

THE CITY OF SMITHVILLE, MISSOURI

AND

PGAV PLANNERS, LLC

This Agreement is entered into by and between the City of Smithville, Missouri hereinafter referred to as the “City” or the “Client,” and PGAV Planners, LLC, hereinafter referred to as the “Consultant.”

Witnesseth:

Whereas, the City established the Smithville Commons Tax Increment Finance Redevelopment Area (the “Smithville Commons TIF”) and the Smithville Commons Community Improvement District (the “Smithville Commons CID”) to support commercial development including a Cosentino’s Price Chopper, Porters Ace Hardware, Taco Bell, Scooter’s Coffee, Burger King, Domino’s Pizza, and two uses currently under construction (the “Project”);

Whereas, Development Associates Smithville, LLC (the “Developer”) has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds ; and

Whereas, the Consultant is familiar with TIF and CIDs in Missouri and is duly experienced in providing the necessary services to perform said independent evaluation and projection of revenues likely to accrue from the Project.

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed as outlined in **Exhibit A**, attached hereto:

II. COMPENSATION

The fee for the services outlined in Exhibit A will be an amount equal to Twenty Thousand Dollars (\$20,000) exclusive of reimbursable expenses as stated below. Invoices will be submitted on a monthly basis and fees billed in proportion to the amount of work completed. Any reimbursable expenses incurred will be billed at their direct cost to PGAV.

III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The Scope of Services to be delivered by the Consultant shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Data collection and analysis with respect to revenues not associated with the Project.
- B. Opinions with respect to existing or anticipated revenue sources or generation not associated with the Project.
- C. Reporting on events or information which become available subsequent to the date of the Final Technical Memorandum.
- D. Update of revenue projections when a bond closing does not occur within 90 days of the date of issuance of the Draft Technical Memorandum or within 60 days of the date of the issuance of the Final Technical Memorandum.
- E. Update of revenue projections and Draft Technical Memorandum pursuant to a change in site plan and or mix of uses contemplated for the Project.

These services shall be considered additional work beyond the scope of this Agreement. The Client may acquire the provision of such services by the Consultant at an additional cost to be negotiated and provided for in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of _____ 2022.

CITY OF SMITHVILLE, MISSOURI

PGAV PLANNERS, LLC

Andy Struckhoff
Vice President

Exhibit A - Work Tasks

A. Review of Revenue Data

PGAV will conduct a review and analysis of the various data and revenue components which will need to be evaluated in order to ascertain the current level of revenue generation and to project future levels of TIF revenues available for bond financing. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a. The list of parcels by Clay County parcel identification number located in the TIF and CID;
- b. Agreements by and/or among the Developer and the City which govern the term and disposition of revenues to be used as sources of funds for the bonds;
- c. The amount of revenues accruing to date, if any;
- d. A listing of current retail tenants currently leasing space at the Project;
- e. Consideration for any tenants which have signed letters of intent, commitment letters, or have executed leases, to open a place of business within the Project; and,
- f. Any other information that would help to confirm the tax generation potential of the improvements within the Project.

B. Market Analysis

PGAV staff will conduct an in-depth market analysis for each type of use planned for the Project. PGAV will review local demographic and economic conditions .

- a. Retail Market Analysis: PGAV will:
 - i. Using proprietary data sources, review the local and regional consumer demand for the mix, and type, of retail currently operating at the Project and planned or anticipated to open within the Project.
 - ii. Determine the primary and secondary trade areas for the retail development planned for the project and detail retail demand per North American Industrial Classification System ("NAICS") code.
 - iii. Using cell-phone tracking data, PGAV will determine the extent of the Project's true trade area. This information will also help us understand visitor demographics, spending, and demand.
 - iv. Research annual reports and other publicly available information on national credit retailers planned for location in the Project. Understanding national trends with respect to the retailers contemplated for the Project will provide a basis for estimating the Project's retail production.

C. Revenue Analysis

Using the data gathered and analyzed in Task A and the work done in Task B, described above, PGAV will develop estimates of revenues dedicated to the repayment of the bonds. These estimates will cover the period of time for which the incentive mechanisms remain in effect pursuant to ordinances of the County and/or agreements governing the disposition of revenues.

D. Technical Memorandum

PGAV will prepare a Draft and Final Technical Memorandum summarizing the results of Tasks A, B and C, as outlined above, which will include the narrative, tabular and graphic elements necessary to accurately describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by the appropriate Client staff, Developer staff, and Bond Counsel.

E. Project Management

Andy Struckhoff, Vice President of PGAV, will serve as project manager and primary point-of-contact for the work described herein.

F. Review of Official Statement

The work and findings resulting from Task C, above, cannot be included in any official statement for a bond issue and consummation of a bond sale without prior review and approval by the Consultant regarding any representations therein with respect to the Consultant's organization and work product. Such approval should not be unreasonably withheld and shall not involve a separate fee.

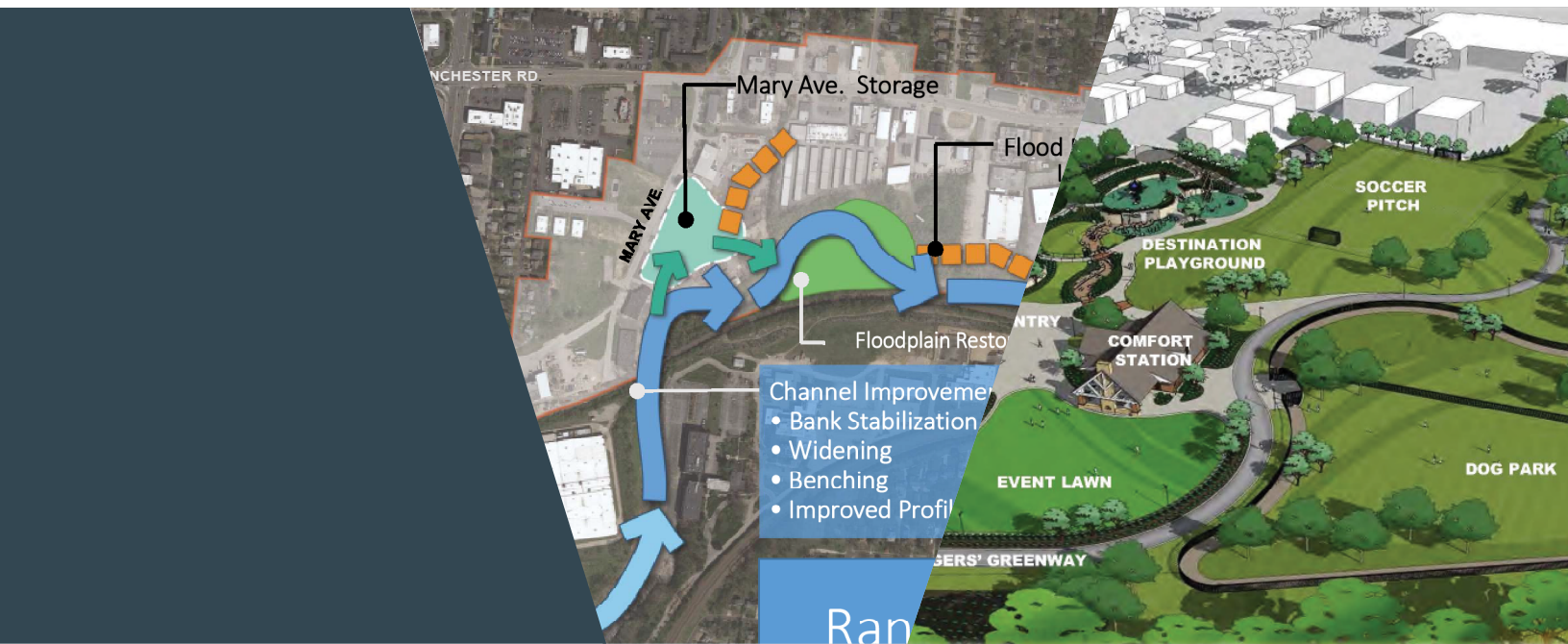
G. Information to be provided by the Client and/or the Developer

The Client and/or the Developer, as appropriate, will provide available data to PGAV as follows:

1. The data described in Task A;
2. The services of TIF, Bond and Disclosure Counsel (if necessary) to assist in gathering data pertinent to the project; and
3. Assistance (if required) with requests for information and data from outside sources.

H. Timing

The services of the Consultant are to commence immediately upon acceptance of this Agreement and will be undertaken pursuant to a mutually agreed upon schedule.

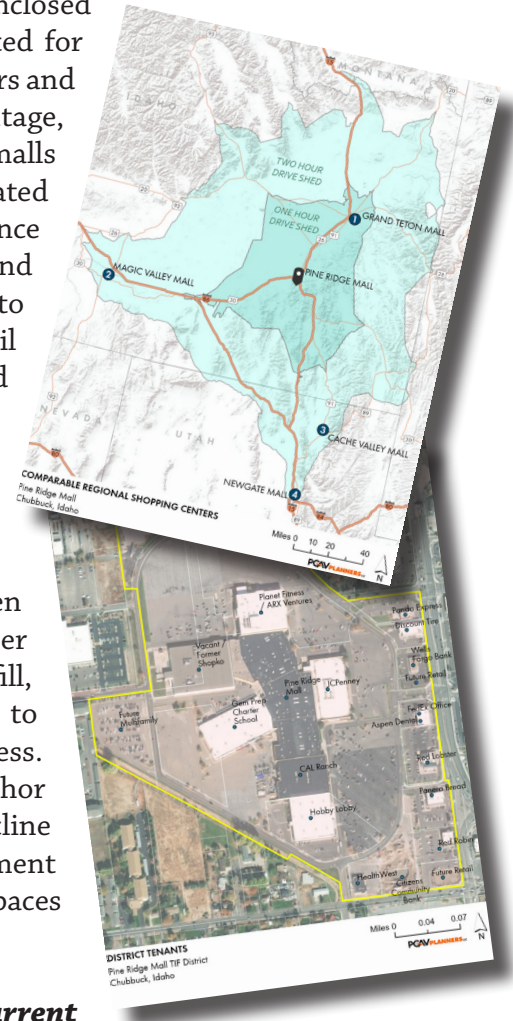


CHUBBOCK, ID Pine Ridge Mall Redevelopment Plan

The Pine Ridge Mall was built in 1981 in Chubbuck, Idaho and includes an enclosed shopping mall, outparcels, and four sites that are available and marketed for commercial development. Changes in the retail industry are forcing owners and managers of enclosed shopping malls to redefine their competitive advantage, tenant mix, and tenanting strategies. Initially, enclosed shopping malls consisted of three or four large department store anchors that generated foot traffic and supported smaller inline retailers. However, the ascendance of online shopping and shifting consumer preferences has had a profound effect on department stores and other retailers nationally, leading to company bankruptcies, store closures, and an overall scaling back of retail square footage for many once prominent retailers. This trend has affected Pine Ridge Mall, which in the past five years has seen the closure of Sears (2014, as part of the closure of 235 stores that year), Herberger's (part of a closure of 47 stores nationwide in 2018), and Shopko (2019, part of the closure of all Shopko stores due to bankruptcy).

Moving forward, the industry outlook for malls in the “B” (sales between \$300 and \$500 per square foot) and “C” classes (sales of less than \$300 per square foot) is very uncertain. Anchor spaces have proven difficult to fill, and malls are turning to nontraditional tenants, including non-retailers, to fill these spaces and generate foot traffic, with varying degrees of success. Inline tenants, whose performance largely depends on the success of anchor tenants to draw traffic to the mall, are also negatively affected by the decline in traditional mall shopping. Since its acquisition in 2014, mall management at Pine Ridge Mall has successfully filled a portion of its vacated anchor spaces with a mix of traditional and non-traditional tenants.

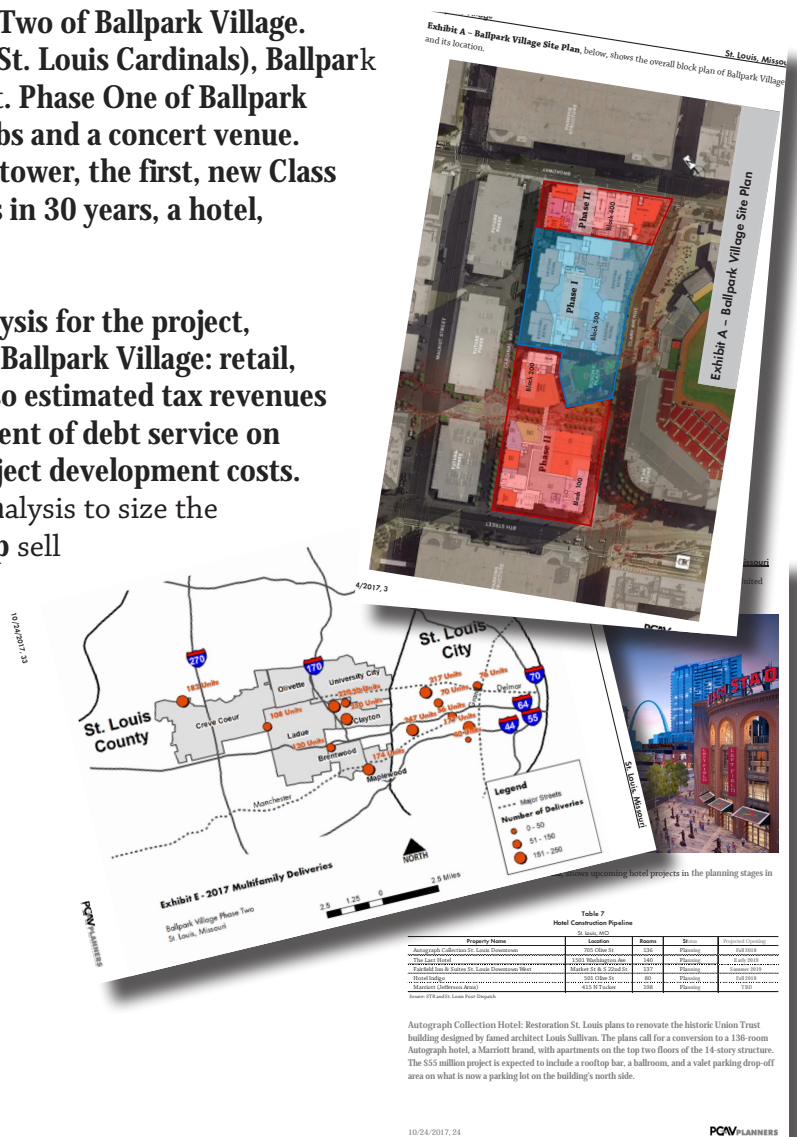
PGAV was engaged by the mall owner in Chubbuck to assess the current market and consider future redevelopment opportunities as it relates to the future of Pine Ridge Mall.



BALLPARK VILLAGE Market Analyses

In December 2017, construction began on Phase Two of Ballpark Village. Located adjacent to Busch Stadium (home of the St. Louis Cardinals), Ballpark Village is a dense, mixed-use development project. Phase One of Ballpark Village includes several restaurants and night clubs and a concert venue. Phase Two includes a 29-story luxury apartment tower, the first, new Class A office building delivered to Downtown St. Louis in 30 years, a hotel, restaurants and retail space.

PGAV Planners produced a thorough market analysis for the project, reviewing the market associated with each use at Ballpark Village: retail, restaurant, office, hotel, and multi-family. We also estimated tax revenues likely to be generated by the project for the payment of debt service on financial obligations issued to pay for certain project development costs. The bond underwriter, Stifel, used our revenue analysis to size the bonds. Stifel also used our market analysis to help sell the bonds, as potential bond buyers could review our study and gain an understanding of the St. Louis market for office, hotel, retail, restaurant and multi-family uses and also understand how Ballpark Village fits within this dynamic.



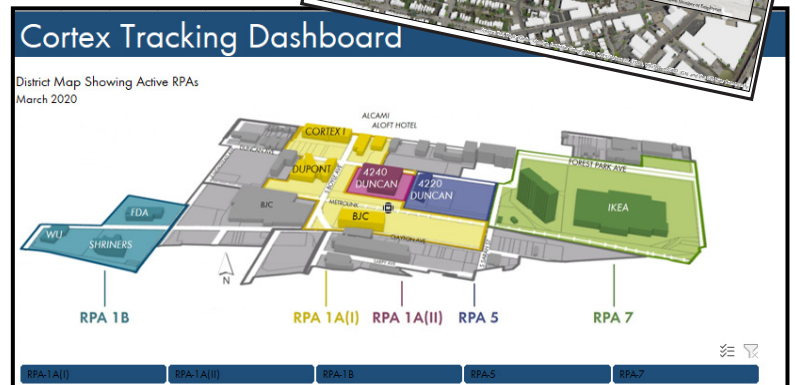
CORTEX Revenue Analysis & TIF Planning

The Cortex Innovation Community is a vibrant, 200-acre hub of business, innovation, and technology integrated into St. Louis' historic Central West End and Forest Park Southeast neighborhoods. Cortex is surrounded by nationally ranked universities and medical centers, and abundant cultural and recreational assets. PGAV has been engaged with Cortex leadership as a trusted advisor with respect to neighborhood development planning and development finance initiatives for more than five years.

As changes in the neighborhood occur, we help evaluate future goals and revenue impacts, ensuring that land use and development decisions take advantage of current opportunities, continue to build a diversity of uses (including residential and retail uses), build needed infrastructure, and develop a diverse, high-functioning neighborhood that encourages connections between businesses, entrepreneurs and residents. We help track progress and communicate activities and projections to City staff and officials.

PGAV helps advise Cortex leadership on development finance initiatives, working with City staff to ensure that all businesses located in the District are accounted for in terms of taxing requirements and development incentives. We maintain a database tracking projections, revenues, businesses, and parcels that is updated quarterly as new information is released. From this data, we create dynamic and easy to understand visuals showing progress towards bond repayment that allow for analysis by redevelopment area, time period, revenue type, and other factors, with the goal of creating materials that are useful, intuitive, and promote constructive dialog among project stakeholders.

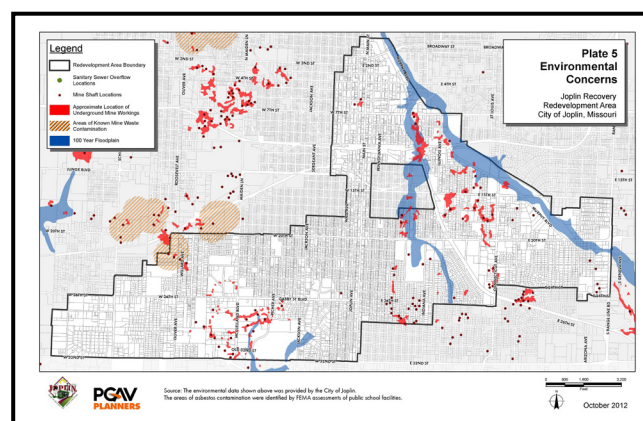
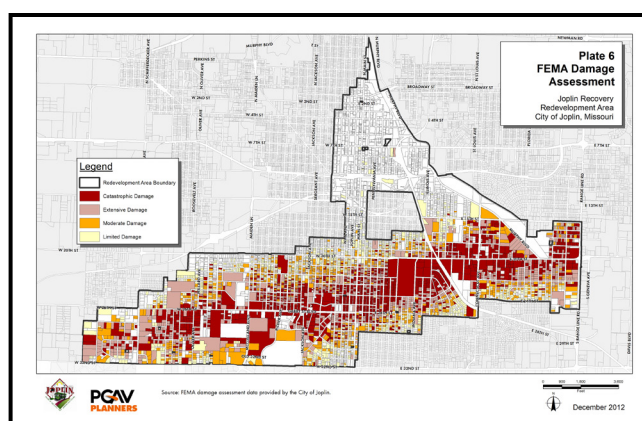
The Cortex Innovation District was recently named one of the Great Places in Missouri in 2021, an award given for the highest levels of planning through vision, partnerships, and action.



JOPLIN, MO Redevelopment Plan

In the aftermath of the deadly EF-5 tornado that struck the Joplin area, claiming 161 lives and causing up to \$3 billion in damage, the City, FEMA, and local residents organized the Citizen Advisory Recovery Team (CART) to get public and stakeholder input on a path forward for the redevelopment of Joplin. The City retained PGAV to draft a Tax Increment Financing (TIF) Redevelopment Plan and Cost Benefit Analysis (CBA) for the portion of Joplin devastated by the tornado and the City's historic Downtown. PGAV conducted extensive fieldwork and analysis over several days in Joplin. This reconnaissance led to a determination that the subject area qualified for tax increment finance assistance. The TIF Redevelopment Area is the largest ever attempted in the State of Missouri, encompassing more than 6,000 parcels and covering nearly 4,000 acres. PGAV worked with the City to complete the TIF Redevelopment Plan and CBA and get approval by the City TIF Commission and City Council, all within a four-month timeframe.

Joplin's redevelopment is currently ongoing and aims to complete approximately \$807 million in new construction and rehabilitation. These redevelopment projects include infrastructure improvements, new schools, market rate single-family and multi-family housing, affordable housing, senior living, medical offices, a downtown education complex, library/theater complex, performing arts and visual arts center, hotel and convention center, and a multi-purpose event venue and sports complex.



RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

PROPOSAL RESPONSE FORM

I, Andy STRUCKHOFF, hereby representing
(Agent Submitting RFP)

PG&V PLANNERS, LLC, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

PG&V PLANNERS, LLC
Company Name

200 N. Broadway, #1000
Address

ST. LOUIS, MO 63102
City/State/Zip

314-231-7318
Telephone

82-2417635.
Tax ID No.

Andy STRUCKHOFF
Authorized Person (Print)

ASJ.
Signature

VICE PRESIDENT
Title

2-4-2022
Date

ANDY.STRUCKHOFF@PG&V.COM
E-Mail Address

CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE
BETWEEN
THE CITY OF SMITHVILLE, MISSOURI
AND
PGAV PLANNERS, LLC

This Agreement is entered into by and between the City of Smithville, Missouri hereinafter referred to as the “City” or the “Client,” and PGAV Planners, LLC, hereinafter referred to as the “Consultant.”

Witnesseth:

Whereas, the City established the Smithville Commons Tax Increment Finance Redevelopment Area (the “Smithville Commons TIF”) and the Smithville Commons Community Improvement District (the “Smithville Commons CID”) to support commercial development including a Cosentino’s Price Chopper, Porters Ace Hardware, Taco Bell, Scooter’s Coffee, Burger King, Domino’s Pizza, and two uses currently under construction (the “Project”);

Whereas, Development Associates Smithville, LLC (the “Developer”) has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds ; and

Whereas, the Consultant is familiar with TIF and CIDs in Missouri and is duly experienced in providing the necessary services to perform said independent evaluation and projection of revenues likely to accrue from the Project.

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed as outlined in **Exhibit A**, attached hereto:

II. COMPENSATION

The fee for the services outlined in Exhibit A will be an amount equal to Twenty Thousand Dollars (\$20,000) exclusive of reimbursable expenses as stated below. Invoices will be submitted on a monthly basis and fees billed in proportion to the amount of work completed. Any reimbursable expenses incurred will be billed at their direct cost to PGAV.

III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The Scope of Services to be delivered by the Consultant shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

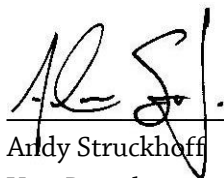
- A. Data collection and analysis with respect to revenues not associated with the Project.
- B. Opinions with respect to existing or anticipated revenue sources or generation not associated with the Project.
- C. Reporting on events or information which become available subsequent to the date of the Final Technical Memorandum.
- D. Update of revenue projections when a bond closing does not occur within 90 days of the date of issuance of the Draft Technical Memorandum or within 60 days of the date of the issuance of the Final Technical Memorandum.
- E. Update of revenue projections and Draft Technical Memorandum pursuant to a change in site plan and or mix of uses contemplated for the Project.

These services shall be considered additional work beyond the scope of this Agreement. The Client may acquire the provision of such services by the Consultant at an additional cost to be negotiated and provided for in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of _____ 2022.

CITY OF SMITHVILLE, MISSOURI

PGAV PLANNERS, LLC



Andy Struckhoff
Vice President

Exhibit A - Work Tasks

A. Review of Revenue Data

PGAV will conduct a review and analysis of the various data and revenue components which will need to be evaluated in order to ascertain the current level of revenue generation and to project future levels of TIF revenues available for bond financing. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a. The list of parcels by Clay County parcel identification number located in the TIF and CID;
- b. Agreements by and/or among the Developer and the City which govern the term and disposition of revenues to be used as sources of funds for the bonds;
- c. The amount of revenues accruing to date, if any;
- d. A listing of current retail tenants currently leasing space at the Project;
- e. Consideration for any tenants which have signed letters of intent, commitment letters, or have executed leases, to open a place of business within the Project; and,
- f. Any other information that would help to confirm the tax generation potential of the improvements within the Project.

B. Market Analysis

PGAV staff will conduct an in-depth market analysis for each type of use planned for the Project. PGAV will review local demographic and economic conditions .

- a. Retail Market Analysis: PGAV will:
 - i. Using proprietary data sources, review the local and regional consumer demand for the mix, and type, of retail currently operating at the Project and planned or anticipated to open within the Project.
 - ii. Determine the primary and secondary trade areas for the retail development planned for the project and detail retail demand per North American Industrial Classification System ("NAICS") code.
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 - iv. Research annual reports and other publicly available information on national credit retailers planned for location in the Project. Understanding national trends with respect to the retailers contemplated for the Project will provide a basis for estimating the Project's retail production.

C. Revenue Analysis

Using the data gathered and analyzed in Task A and the work done in Task B, described above, PGAV will develop estimates of revenues dedicated to the repayment of the bonds. These estimates will cover the period of time for which the incentive mechanisms remain in effect pursuant to ordinances of the County and/or agreements governing the disposition of revenues.

D. Technical Memorandum

PGAV will prepare a Draft and Final Technical Memorandum summarizing the results of Tasks A, B and C, as outlined above, which will include the narrative, tabular and graphic elements necessary to accurately describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by the appropriate Client staff, Developer staff, and Bond Counsel.

E. Project Management

Andy Struckhoff, Vice President of PGAV, will serve as project manager and primary point-of-contact for the work described herein.

F. Review of Official Statement

The work and findings resulting from Task C, above, cannot be included in any official statement for a bond issue and consummation of a bond sale without prior review and approval by the Consultant regarding any representations therein with respect to the Consultant's organization and work product. Such approval should not be unreasonably withheld and shall not involve a separate fee.

G. Information to be provided by the Client and/or the Developer

The Client and/or the Developer, as appropriate, will provide available data to PGAV as follows:

1. The data described in Task A;
2. The services of TIF, Bond and Disclosure Counsel (if necessary) to assist in gathering data pertinent to the project; and
3. Assistance (if required) with requests for information and data from outside sources.

H. Timing

The services of the Consultant are to commence immediately upon acceptance of this Agreement and will be undertaken pursuant to a mutually agreed upon schedule.



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Approve Bill No. 2932-22, FY22 Budget Amendment No. 2 - 1st reading

RECOMMENDED ACTION:

A motion to approve Bill No. 2932-22, FY22 Budget Amendment No. 2. – first reading by title only.

SUMMARY:

This Budget Amendment spans multiple funds and multiple projects. The amendments are outlined below:

- For the FY2022 budget year, \$200,000 was budgeted in the Combined Water and Wastewater Systems (CWWS) Fund for both engineering and construction of the Floating Aerator project out at the wastewater treatment plant. The engineering cost is expected to be about \$95,000. The construction cost is expected to be \$320,000. Staff is proposing to add expenditure budget authority in the CWWS fund for \$250,000 to provide total budget authority of \$450,000 (which allows for additional budget flexibility).
- For FY2022, \$97,000 was included in the Capital Improvement Sales Tax Fund for Streetscape III (Bridge Street) engineering. Staff received the Scope of Services from HDR, and it is estimated that the engineering for the project will cost about \$181,380. Staff is proposing to add expenditure budget authority of \$85,000 in the Capital Improvement Sales Tax Fund to cover the additional expense. This additional expense for engineering is expected to reduce the projected ending fund balance to \$177,895 for FY2022 and further reduce the projected ending fund balance to \$71,156 in FY2023.
- On January 18, 2022, the Board of Aldermen approved the implementation of the results from the Compensation and Classification Study. The total implementation cost for the General Fund is \$138,969 (including salaries, FICA, LAGERS, and worker's compensation). The total implementation cost for the CWWS fund is \$42,531.05 (including salaries, FICA, LAGERS, and worker's compensation). To successfully implement the classification and compensation recommendations, staff is proposing to add expenditure budget authority of \$139,000 in the General Fund and \$43,000 in the CWWS fund.
- The City will receive \$805,495 in ARPA funding from Clay County per Resolution 2022-03 to approve the City's ARPA funding request. This will provide a

reimbursement opportunity in the CWWS fund for expenses related to the Raw Water Pump Station, Zebra Mussel, Copper Ion Generator project at Smith's Fork Park. Staff is proposing to add \$805,495 to the grant revenue line item in the CWWS Fund.

- A variety of smaller “non major” funds do need budget authority for revenues and expenditures. In future budgets, Finance staff will ensure these funds receive budget authority when presented to the Board of Aldermen during the budget work sessions. This budget amendment would include expenditure and revenue budget authority for the following funds:
 - Police Training Fund: \$10,830 in expenditure authority and \$3,000 in revenue authority.
 - Police DWI Recovery Fund: \$10,428 in expenditures authority and \$4,000 in revenue authority.
 - Technology Upgrade Fund: \$2,706 in expenditures.
 - Judicial Education Fund: \$3,446 in expenditures.
 - Appointed Counsel Fund: \$2,795 in expenditures.

PREVIOUS ACTION: The Board previously approved the FY2022 Budget and Budget Amendment #1.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

Amend the FY22 Budget. Resources are available in all funds affected to support the amendment.

ATTACHMENTS:

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

BILL NO. 2932-22

ORDINANCE NO. XXXX-22

AN ORDINANCE AMENDING THE FY22 OPERATING BUDGET TO ADD \$547,205 TO THE EXPENDITURE BUDGET AND \$813,000 TO THE REVENUE BUDGET

WHEREAS, pursuant to Ordinance 3074-20, passed on October 19, 2021, the City approved the fiscal year ending October 31, 2022 Budget; and

WHEREAS, not included in the approved fiscal year 2022 Budget are expenditures related to a number of projects; and

WHEREAS, amendments to the General Fund, Capital Improvement Sales Tax Fund, Combined Water/Wastewater Fund, Police Training Fund, Police DWI Recover Fund, Technology Upgrade Fund, Judicial Education Fund, and Appointed Counsel Fund Budget are 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, 2022 Budget is hereby amended to add:

- \$293,000 in expenditure budget authority and \$806,000 in revenue budget authority to the Combined Water/Wastewater Fund
- \$139,000 in expenditure budget authority to the General Fund
- \$85,000 in expenditure budget authority to the Capital Improvement Sales Tax Fund
- \$10,830 in expenditure authority and \$3,000 in revenue authority to the Police Training Fund
- \$10,428 in expenditure authority and \$4,000 in revenue authority to the Police DWI Recovery Fund
- \$2,706 in expenditure authority to the Technology Upgrade Fund
- \$3,446 in expenditure authority to the Judicial Education Fund
- \$2,795 in expenditure authority to the Appointed Counsel Fund

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 2/15/2022

Second Reading: 3/1/2022



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 2933-22, Awarding Bid No. 22-06, Sale of City Land – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2933-22, authorizing the Mayor to execute a land sale contract with Kansas City Properties and Investments, LLC – 1st reading by title only.

SUMMARY:

In early 2021, staff received and presented to the Board a request for proposed use of the parkland at 111 North Bridge Street for outdoor dining space for Humphrey's Bar and Grill. At the May 4, 2021 Work Session, the Board directed staff to research options for potential use of this space to bring back for review and discussion.

The proposal submitted is included as is a map of the Downtown area with the potential area of use outlined in black (in the alleyway portion of Courtyard Park).

The land that the proposed patio would be located on is City Land and part of the adjacent Courtyard Park. The owner is asking for the use of the property to then construct the patio with no financial help from the City. The options below hold the assumption that the constructed patio is for private use only and not available for public use.

Because the proposal uses park land (the area used as an alleyway is technically park land and not designated as an official alley or parking lot) and in the Downtown area, this proposal has been reviewed by both the Parks and Recreation Committee and the Main Street group. Both groups have indicated the proposed use is consistent with goals of the community.

During the September 16, 2021 Work Session, staff presented three separate options on how to move forward with the submitted proposal. The Board directed staff to develop an RFP for the sale of the portion of land. The draft RFP is attached.

On December 2, 2021, staff provided the proposed RFP to the Board in a work session for further direction. The Board directed staff to post the RFP as presented. RFP #22-06 was posted on December 10, 2021 with a deadline date of January 3, 2022 at 10:00 AM. Staff received one bid from Kansas City Properties and Investments LLC in the amount of \$26,100.

PREVIOUS ACTION:

Work Session discussions held on May 4, 2021, September 16, 2021, and December 2, 2021.

POLICY OBJECTIVE:

Improve Economic Impacts and encourage business downtown.

FINANCIAL CONSIDERATIONS:

The proposed contract would sell the land for approximately \$12 per foot for a total of \$26,100. Additional costs associated with the execution of the sale include survey, title, and insurance. It is anticipated that net revenue will be approximately \$23,000.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RFP #22-06 and Kansas City Properties and Investments, LLC Bid Response. | |

BILL NO. 2933-22

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE CONTRACT WITH KANSAS CITY
PROPERTIES & INVESTMENTS LLC FOR THE SALE OF SURPLUS CITY-
OWNED PROPERTY**

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

That on this _____ day of _____ 2022, the matter of the Approval of the Contract between the City and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company for the Sale of surplus City-Owned Property in the Downtown District comes on regularly before the City Board of Alderpersons.

It is shown to the Board of Alderpersons that:

WHEREAS the City solicited pursuant to the authority of Missouri Law proposals for Sale of surplus City-Owned Property in the Downtown District in the form of RFP #22-06. which is attached hereto as **Contract Exhibit A**; and

WHEREAS in response to City RFP #22-06 Buyer delivered the detailed Bid for the Property which is attached hereto as **Contract Exhibit B**; and

WHEREAS the Buyer's bid and response as set forth in **Contract Exhibit B** was deemed by the City as the successful bidder.

WHEREAS the City Attorney has drafted a proposed Sale Contract and Deed which is attached hereto as **Ordinance Exhibit 1** which is incorporated by reference as if more fully set forth herein verbatim.

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI AS FOLLOWS: The Contract by and between the City of Smithville Missouri and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company for the sale of surplus City-Owned Property in the Downtown District a copy of which is attached hereto as **Ordinance Exhibit 1** is hereby approved. The Mayor is authorized and directed to execute said contract on behalf of the City.

PASSED THIS ____ DAY OF _____ 2022.

DAMIEN BOLEY, MAYOR

ATTEST:

LINDA DRUMMOND, CITY CLERK

ORDINANCE EXHIBIT 1

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (hereinafter referred to as the "Contract") dated as of the Effective Date (as defined below) will constitute the Contract for the sale of the Property by and between The City of Smithville Missouri, a Missouri Municipality ("Seller"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("Buyer").

WHEREAS the City solicited pursuant to the authority of Missouri Law proposals for Sale of surplus City-Owned Property in the Downtown District in the form of RFP #22-06 which is attached hereto as **Contract Exhibit A**; and

WHEREAS in response to City RFP #22-06 Buyer delivered the detailed Bid for the Property which is attached hereto as **Contract Exhibit B**; and

WHEREAS the Buyer's bid and response as set forth in **Contract Exhibit B** was deemed by the City as the successful bidder.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

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

2. The Property. For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller will sell and convey to Buyer, and Buyer will purchase from Seller the real estate, described in **Contract Exhibit A** attached hereto ("Property"), which Property consists of approximately .05 acres, 17.5 feet of frontage along North Bridge Street and approximately 120 feet of frontage along Courtyard Park (see **Contract Exhibit A** attached).

3. **Purchase Price, Deposit.** The purchase price ("Purchase Price") for the Property will be Twenty-Six Thousand One Hundred and No/100 Dollars (\$26,100.00). Buyer agrees to pay the Purchase Price as follows:

(a) Within one (1) business day after the Effective Date, or within one business day after written notice of the Effective Date to Buyer, Buyer will deliver to Thompson Title Company 1000 Middlebrook Dr, Liberty, MO 64068 (the "Title Company"), as Escrow Agent, the sum of One Thousand and No/100 Dollars (\$1,000.00) in good funds as an earnest money deposit (the "Deposit"). The Escrow Agent. Said funds to be held by the Title Company without interest.

(b) On the Closing Date (as defined in Section 8 hereof), Buyer will pay the balance of the Purchase Price by federal wire transfer of funds or other certified funds as provided in Section 8(b)(ii) hereof, subject to the credits, prorations and adjustments set forth herein, and the Deposit and interest accrued thereon, will be applied to the Purchase Price.

4. **Title and Deed.** On the Closing Date, Seller will sell and convey to Buyer fee simple title to the Property by warranty deed in proper form for recording (the "Deed") (a copy of which is attached hereto as **Contract Exhibit C**), subject to (a) such matters as may be shown in the "Title Commitment" (hereinafter defined) or the "Survey" (hereinafter defined), which are approved by Buyer or which are deemed approved by Buyer as provided in this Contract. The matters identified in clauses (a) of the preceding sentence, and all other matters designated herein as permitted exceptions to Buyer's title, are herein called the "Permitted Exceptions."

5. **Title Insurance; Survey.**

(a) As soon after the Effective date as Reasonably possible, Seller will, at Seller's expense, cause to be delivered to Buyer (i) a title insurance commitment (the "Title Commitment") issued by the Title Company, together with (ii) a copy of all exception documents listed in Schedule B of the Title Commitment. The Title Commitment will constitute the commitment of the Title Company to issue to Buyer, at Seller's expense, an owner's title insurance policy, in the then current ALTA standard Form B policy form (the "Title Policy"), in the amount of the Purchase Price, insuring that at the time of the recording of the Deed there is vested in Buyer good fee simple title to the Property. Title is to be marketable title as set forth in Title Standard No. 4 of the Missouri Bar. All other endorsements and extended coverage to the Title Policy, if any, including those set forth above, shall be paid for by Buyer.

(b) The Parties will jointly retain Kaw Valley Engineering to provide a current survey (the "Survey") of the Property. Total cost of the Survey not to exceed Three Thousand Four Hundred Dollars (\$3,400.00). Seller to pay Two Thousand Eight Hundred Dollars (\$2,800.00) and Buyer to pay Six Hundred Dollars (\$600.00) of said survey costs. The Survey will be certified to Buyer, Seller, Buyer's lender (if any) and the Title Company.

(c) Buyer will have a period of ten (10) days after receipt of both the survey and the Title Commitment (the "Objection Period") within which to object to Seller in

writing with respect to any matters shown in the Title Commitment and/or the Survey. If Buyer so objects, Buyer, at its option, may cancel this Contract in which event the Deposit will be returned to Buyer and neither party will have any further obligation or liability to the other hereunder, or allow Seller, during the period ending at 4:00 p.m. Twenty Days after the end of the Objection Period (the "Cure Period") to cure such matters. Nothing herein will be construed to require Seller to bring any action or proceeding to cure any title or survey objections or otherwise to incur any expense in connection therewith.

(d) If Seller fails, within the Cure Period, to cure any matter to which Buyer has objected and requested Seller to cure as provided in paragraph (c), above, and Buyer does not waive such objectionable matter within two (2) business days thereafter, this Contract will be deemed cancelled in which event the Deposit will be returned to Buyer and neither party will have any further obligation or liability to the other hereunder.

(e) If Buyer fails, within the Objection Period, to object in writing to any matters shown in the Title Commitment and/or the Survey, then Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment, or the Survey and all such matters will be deemed to be Permitted Exceptions hereunder.

6. **Physical Inspection.**

(a) Buyer is familiar with the Property and is purchasing the Property as is without any representation from the Seller as to the condition of the Property. Nonetheless, Buyer may at Buyer's cost and expense, cause such tests, inspections, and examinations to be made by a firm or firms designated by Buyer with respect to the elevations, topography, soil conditions, cultural or historical matters, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the "Inspections") as Buyer deems reasonably appropriate. Buyer will cause all results and reports (collectively the "Inspection Results") with respect thereto to be completed and delivered to Buyer on or before the later of the following dates (the "Inspection Period"): (a) Forty-Five Days after the Effective Date or (b) Twenty Days after the date on which both the Title Commitment and Survey have been delivered to Buyer. If any of the Inspection Results disclose conditions or other matters unacceptable to Buyer in its reasonable discretion, then Buyer will have the right to terminate this Contract by giving notice to Seller of its election to do so at any time within the Inspection Period and shall deliver to Seller along with such notice a copy of any non-privileged report demonstrating unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, then this Contract will automatically terminate, the Deposit thereon will be returned to Buyer and neither party will have any further obligations hereunder. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph (a) and thereafter will not have the right to do so and the Deposit shall

be non-refundable and payable to Seller as Seller's sole remedy if Buyer thereafter terminates the Contract or otherwise fails to close. Notwithstanding the foregoing, Buyer may close the Inspection Period prior to the last day of same, as computed above, so long as Buyer gives Seller clear and unequivocal written notice of same (the Inspection Period shall be deemed closed on the date of Buyer's said written notice to Seller).

(b) Buyer and its designees may enter the Property to perform the Inspections and will be given reasonable timely access to Seller's records and personnel to the extent related to the Inspections. Buyer will indemnify and hold harmless Seller from and against all liability, loss, damages, and expenses (including reasonable attorneys' fees) in connection with bodily injury and/or property damage to the extent such damage or injury results from the negligence or intentional acts of Buyer or its designees in the performance of the Inspections, such obligation to survive the termination of this Contract, notwithstanding any contrary provision herein. In any event, Buyer shall, at its sole cost and expense, affect such repairs as are necessary to restore the Property to its original condition prior to the Inspections resulting from negligence or intentional acts of Buyer or its designees in the performance of the Inspections. Buyer's obligation to indemnify Owner and repair the Property as stated in this Section 5 (B) shall survive Closing (as hereinafter defined) or termination of this Contract. Buyer shall maintain liability insurance during such Inspection Period in amounts and coverages reasonably acceptable to Seller and shall deliver to Seller its certificate of insurance naming Seller as an additional insured.

(c) Buyer agrees to indemnify, save harmless, and defend Seller, its elected officials, officers, and employees from and against all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Buyer or its designees in conducting the Inspections. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by Seller, and Buyer will be liable for the payment of all court costs, expenses of litigation, reasonable attorneys' fees and any judgment that may be entered therein. Buyer's obligation to indemnify Seller as stated in this Section 6(c) shall survive Closing (as hereinafter defined) or termination of this Contract.

7. Default.

(a) If Seller breaches this Contract including being unable to deliver a marketable fee simple title to the Property as set forth herein, Buyer will have the option as Buyer's sole remedy and relief, taking such title as Seller can give, or of terminating this Contract, in which event the Deposit thereon will be returned by the Title Company to Buyer.

(b) If Buyer breaches this Contract, Seller may, as Seller's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Deposit as liquidated damages (and not as a penalty). Seller and Buyer have made

the above provision for liquidated damages because it would be difficult to calculate on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8. **Closing Date; Closing Procedure.**

(a) Unless otherwise terminated as provided herein, and except as hereinafter provided, this transaction will be closed (the "Closing") at the office of the Title Company on the 15th day after expiration of the Inspection Period (the "Closing Date"), or such other date mutually agreed upon by the parties in writing (if the Closing Date so computed shall be a Saturday, Sunday or legal holiday during which the Clay County Recorder of Deeds is not open for recording business with the public, the Closing Date shall instead be the next day thereafter which is not a Saturday, Sunday or legal holiday during which the Clay County Recorder of Deeds is not open for recording business with the public. An executed copy of this Contract will be delivered to the Title Company by Seller and will constitute the instructions to the Title Company to complete the Closing.

(b) The following will be deposited with the Title Company on or before the Closing Date:

Seller will deposit or cause to be deposited:

The Deed, in the form reasonably acceptable to Buyer (together with such other instruments as may be required by local law in connection with the conveyance of real property) duly executed and acknowledged.

A closing statement prepared by the Title Company and executed by Seller.

Such other documents and instruments as the Title Company reasonably requires.

Such other instruments as are reasonably required by the Buyer's financing company (if any) and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

Buyer will deposit or cause to be deposited:

By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price.

Such documents and instruments as the Title Company reasonably requires evidencing the due organization and valid existence of Buyer and its authority to enter into and perform its obligations under this Contract.

A closing statement prepared by the Title Company and executed by Buyer; and

Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in Seller's closing statement; (iii) deliver to Buyer the Title Policy, the original Deed, as

recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to Seller a photocopy of the Deed, as recorded, and a copy of Seller's closing statement.

9. **Prorations; Closing Costs.**

(a) Seller is a Government entity and therefore, there are no general state, county and city taxes and installments of special assessments (collectively, "Taxes"), levied or assessed against the Property.

(b) Buyer will pay:

(i) One-half of the Title Company's fee for acting as closing agent, if any; and

(ii) The cost of recording the Deed; and

(iii) The cost of any endorsements and extended coverage to the Title Policy.

(iv) One-half of the Escrow fees, if any.

(vii) Buyer's share of the cost of the Survey, all inspections and all fees and costs related to Buyer's financing of the Property (if any).

(c) Seller will pay:

(i) The cost of recording all releases of existing mortgages and other financing instruments.

(ii) The cost of the premium for the Title Policy in the amount of the Purchase Price (excluding costs for endorsements and extended coverage to the Title Policy).

(iii) One-half of the Escrow fees, if any; and

(iv) One-half of the Title Company's fee for acting as closing agent, if any.

10. **Possession.** Possession of the Property will be delivered to Buyer on the Closing Date, subject to the Permitted Exceptions.

11. **Condemnation.** If, prior to the Closing Date, all or any material part of the Property is taken in any proceeding by public authority or any other body vested with the power of eminent domain, by condemnation or otherwise or is acquired for public or quasi-public purposes or condemnation proceedings therefore will have been instituted, then (except as provided below) Buyer will have the right to cancel this Contract, said election to be exercised by Buyer by giving Seller notice to such effect prior to the Closing Date but not later than five (5) days after Buyer receives notice of such occurrence. If Buyer elects to cancel this Contract, the Deposit thereon will be returned to Buyer and both parties will be relieved and released of and from all further liability hereunder. Unless this Contract is so canceled, it will remain in full force and effect without any reduction in the Purchase Price and Seller will assign, transfer and set over to Buyer all of its right, title and interest in any awards that may be made for such taking and at the Closing, Seller will convey to Buyer such portion of the Property as is not so taken.

12. **Brokers.** Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this transaction. Each party agrees to indemnify and save the other party harmless from all claims, liability and

expense (including reasonable attorneys' fees) made against or suffered or incurred by the other party as a result of a breach of the foregoing representation and covenants.

13. **Condition of Property.** Buyer agrees with Seller that by its act of closing this transaction on the Closing Date, Buyer will have examined and will have investigated to Buyer's full satisfaction the physical nature and condition of the Property; that neither Seller nor any party purporting to act on behalf of Seller has made any representations whatsoever regarding the Property or any part thereof, except as set forth in this Contract, including, without limiting the generality of the foregoing, representations as to the physical nature or condition thereof and restrictions thereon, the zoning thereof, regardless of whosoever, whensoever and wheresoever the same may be or hereafter arise; and that Buyer, in executing, delivering and/or performing this Contract, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing except as set forth in this Contract, by Seller or any party purporting to act on behalf of Seller.

14. **Seller's Warranties or Covenants.** This transaction shall be on an "AS IS, WHERE IS" basis.

15. **Buyer's Representations and Warranties.** Buyer represents that C. Shane Crees is a member and Manger of Buyer and that as such he is duly authorized to execute this Contract on behalf of Buyer.

16. **Assignment.** Buyer may not assign or transfer Buyer's rights or obligations under this Contract without Seller's consent, which may be withheld or delayed at Sellers sole discretion. Assignment of this Contract by Buyer, however, shall not release Buyer of Buyer's obligations to Seller hereunder.

17. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file suit to enforce this Contract or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

18. **Entire Agreement; Modifications; Authority.** This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by Seller and Buyer.

19. **Effective Date.** The term "Effective Date" as used herein means the date on which it is last signed by either Buyer and by Seller (after having been approved by Seller's Board of Aldermen).

20. **Time.** Time is of the essence in the performance of all obligations under this Contract.

21. **Notice.** All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by facsimile transmission to the number herein or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Cynthia Wagner and
Anna Mitchell,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

With copy to: Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty Missouri 64068
Attn: John Reddoch

If to Buyer: Kansas City Properties & Investments LLC,
1539 Swift Ave
North Kansas City, MO 64116
Attn: C. Shane Crees

With copy to: Kansas City Properties & Investments LLC,
13530 Olivet Rd
Smithville, Missouri 64089
Attn: C. Shane Crees

Any notice will be deemed given on the day after the date such notice is mailed as hereinbefore provided, or on the day of hand-delivery or facsimile transmission.

22. **Terminology.** The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation". The words "herein", "hereof", "hereunder" and similar terms will refer to this Contract unless the context requires otherwise. Where the context requires, the neuter gender will include the masculine and/or feminine, and the singular will include the plural and vice versa.

23. **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other and the parties submit to such jurisdiction and venue.

24. **Binding Effect.** This Contract will be binding upon and, subject to the provisions of Section 16 hereof regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

25. **Survival.** All provisions or requirements of this Contract not capable of being performed prior to the Closing Date will remain in full force and effect after the Closing Date.

26. **Counterparts.** This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract.

27. **Waiver.** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

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

29. **Withdrawal.** If counterparts of this Contract are not executed and delivered by all parties hereto and a fully executed counterpart received by Buyer on or before Ten (10) Days after the City (Seller) has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter this Contract this Contract shall be null and void.

30. **Condition Precedent:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter this Contract.

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

Seller:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

Buyer:

KANSAS CITY PROPERTIES & INVESTMENTS LLC,
a Missouri limited liability company

By: _____
C. Shane Crees, Manager

Date: _____

Attach RFP #22-06

CONTRACT - EXHIBIT A

CONTRACT -EXHIBIT B

Attach Buyer's Response to RFP #22-06

CONTRACT - EXHIBIT C

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, made on the _____ day of _____, 2022, by and between the City of Smithville Missouri a Missouri Municipality ("**Grantor**"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("**Grantee**") with an address of 13530 Olivet Rd Smithville, Missouri 64089.

WITNESSETH, THAT GRANTOR, in consideration of the sum of **TEN DOLLARS (\$10.00)**, to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee of the second part, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, and more particularly described on Deed Exhibit A attached hereto, subject to all liens, easements, encumbrances and restrictions of record on the date hereof.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its heirs and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to said premises unto Grantee and unto its heirs, successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of _____ 2022, before me, a Notary Public in and for said state, personally appeared Damien Boley, Mayor, of the City of Smithville Missouri, known to me to be the person who executed this Special Warranty Deed and that said instrument was signed on behalf of the City of Smithville Missouri pursuant to the authority of the City Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

DEED EXHIBIT A

LEGAL DESCRIPTION

Insert the Legal Description from the Survey.

CONTRACT - EXHIBIT A

Attach RFP #22-06

CONTRACT -EXHIBIT B

Attach Buyer's Response to RFP #22-06

CONTRACT - EXHIBIT C

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, made on the _____ day of _____, 2022, by and between the City of Smithville Missouri a Missouri Municipality ("**Grantor**"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("**Grantee**") with an address of 13530 Olivet Rd Smithville, Missouri 64089.

WITNESSETH, THAT GRANTOR, in consideration of the sum of **TEN DOLLARS (\$10.00)**, to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee of the second part, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, and more particularly described on Deed Exhibit A attached hereto, subject to all liens, easements, encumbrances and restrictions of record on the date hereof.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its heirs and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to said premises unto Grantee and unto its heirs, successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of _____ 2022, before me, a Notary Public in and for said state, personally appeared Damien Boley, Mayor, of the City of Smithville Missouri, known to me to be the person who executed this Special Warranty Deed and that said instrument was signed on behalf of the City of Smithville Missouri pursuant to the authority of the City Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

DEED EXHIBIT A

LEGAL DESCRIPTION

Insert the Legal Description from the Survey.

RFP #22-06 Sale of City-Owned Property in Downtown District**THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:**

The City currently owns real estate which it is not using and has no reasonable anticipation or plans of using or developing in the future. The City believes that if a private individual or entity were to develop the property the sale of the property and subsequent development would benefit the City. Therefore, the City of Smithville is soliciting proposals from qualified individuals and entities to buy City-owned property located in the downtown area on Bridge Street, south of 111 Bridge Street. The property is being sold "as is" without any representation as to its condition.

The purpose of this RFP is to identify a buyer with the interest, resources, and experience to purchase and develop the property into a desirable addition to downtown Smithville. The bidder deemed to have submitted the highest and best bid will be offered the opportunity to sign a standard real estate purchase contract with the City as drafted by the City. If the City and the selected preferred buyer are reasonably unable to reach agreement as to the terms of the contract, the City may at its option select the second highest and best bid or reject all bids submitted in response to this RFP.

All bidders for said property by submitting a bid recognize and agree that the City makes no representations as to what can or cannot be built or developed on this land. That the land is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the development of any property. The information below has been estimated, is not guaranteed to be accurate, and it is the Bidder's responsibility to confirm the accuracy of these claims.

INSTRUCTIONS TO BIDDERS

1. RFPs must be addressed to Anna Mitchell, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.
2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All RFPs must be sealed and marked on the outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on the 3rd day of January 2022, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

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


Finance Director

Issued: December 10, 2021

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

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 West Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the form provided for the purpose of submitting quotes and if applicable should give the offered price. Any questions regarding this request may be addressed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089, (816) 532-3897.

RFP #22-06 Sale of City-Owned Property in the Downtown District

General Information

I. Site Information

Smithville was established in 1867 and still retains its strong agricultural roots. Downtown Smithville seeks to be the civic, entertainment, and cultural heart of the community. The City is in process of completing a \$3.45 million streetscape project in the general downtown area which includes asphalt street replacement, curb and gutter, sidewalk, storm sewer, streetlights, traffic signs, and other amenities. A 1.6-mile trail connecting downtown Smithville to Smithville Lake has recently been constructed.

The subject property is approximately .05 acres, 17.5 feet of frontage along North Bridge Street and approximately 120 feet of frontage along Courtyard Park (see exhibit 1 attached). The site is currently an undeveloped vacant lot with adjacent parking and direct access to Courtyard Park and is being offered for sale "as is" without any representation concerning its condition. The property is located north of the main intersection of the historic Smithville's downtown, a burgeoning historic district characterized by Courtyard Park, restaurants, and retail.

The property is currently zoned B-4. See Section 400.170 of the City Code for precise language of allowed uses. You can view the code online at www.smithvillemo.org, or use the following link: <https://ecode360.com/28674544>

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the highest and best interests for the City. The City shall be the sole judge of what constitutes the highest and best interests of the City.

The City's evaluation criteria will include in no particular order, but shall not be limited to the following:

- Price to be paid for said property.
- Overall responsiveness to the RFP.
- The generally anticipated use by the bidder of the property and how such use will benefit the City.
- The experience of the bidder with using property for the generally anticipated use.
- Financial capability of the bidder to develop the property for the generally anticipated use.
- Unique strengths or capabilities of the bidder

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFP: December 9, 2021

Final day to submit questions: December 27, 2021

Final amendment/addendum issued no later than: December 29, 2021

Proposals due: January 3, 2022, 10:00 a.m.

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate sales contract. The successful bidder will have 10 days to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the respondents. The City will select what, in its sole judgment, it determines will be in the highest and best bid received.

All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's development experience, including:

1. Examples of similar projects undertaken by the developer.
2. Administrative capacity to undertake the project.
3. Expertise in developing high-quality, projects of similar scope and scale.
4. Experience with development in the local Kansas City market or similar markets.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Purchase Price: Provide a statement of the proposed purchase price associated with the respondent's proposal.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Anna Mitchell. The City will distribute any amendments or addenda by email.

Questions about the RFP may be directed to Anna Mitchell, Assistant City Administrator, at 816-532-3897 or amitchell@smithvillemo.org. Contact regarding the RFP with any persons other than

Anna Mitchell, including both other City staff and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Any questions regarding the RFP must be submitted by December 27, 2021. Responses will be sent to all registered respondents no later than December 29, 2021. No further questions will be answered after this date.

V. Terms & Conditions

- A. All proposals shall become an integral part of any real estate purchase contract and/or development agreement executed between the City of Smithville and the buyer/developer.
- B. The City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.
- C. Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- D. The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- E. This RFP does not commit the City to select any buyer or developer of the subject property or enter into an agreement with any buyer or developer.
- F. The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities in the RFP.
- G. No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- H. All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- I. The selection of a buyer and/or developer is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- J. The City will not be liable for any expenses incurred by a respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of a development agreement between the respondent and the City.

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

RFP #22-06 Sale of City-Owned Property in the Downtown District

PROPOSAL RESPONSE FORM

I, C. SHANE CREESE, hereby representing
(Agent Submitting RFP)

KANSAS CITY PROPERTIES & INVESTMENTS, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

KANSAS CITY PROPERTIES & INVESTMENTS C. SHANE CREESE
Company Name Authorized Person (Print)

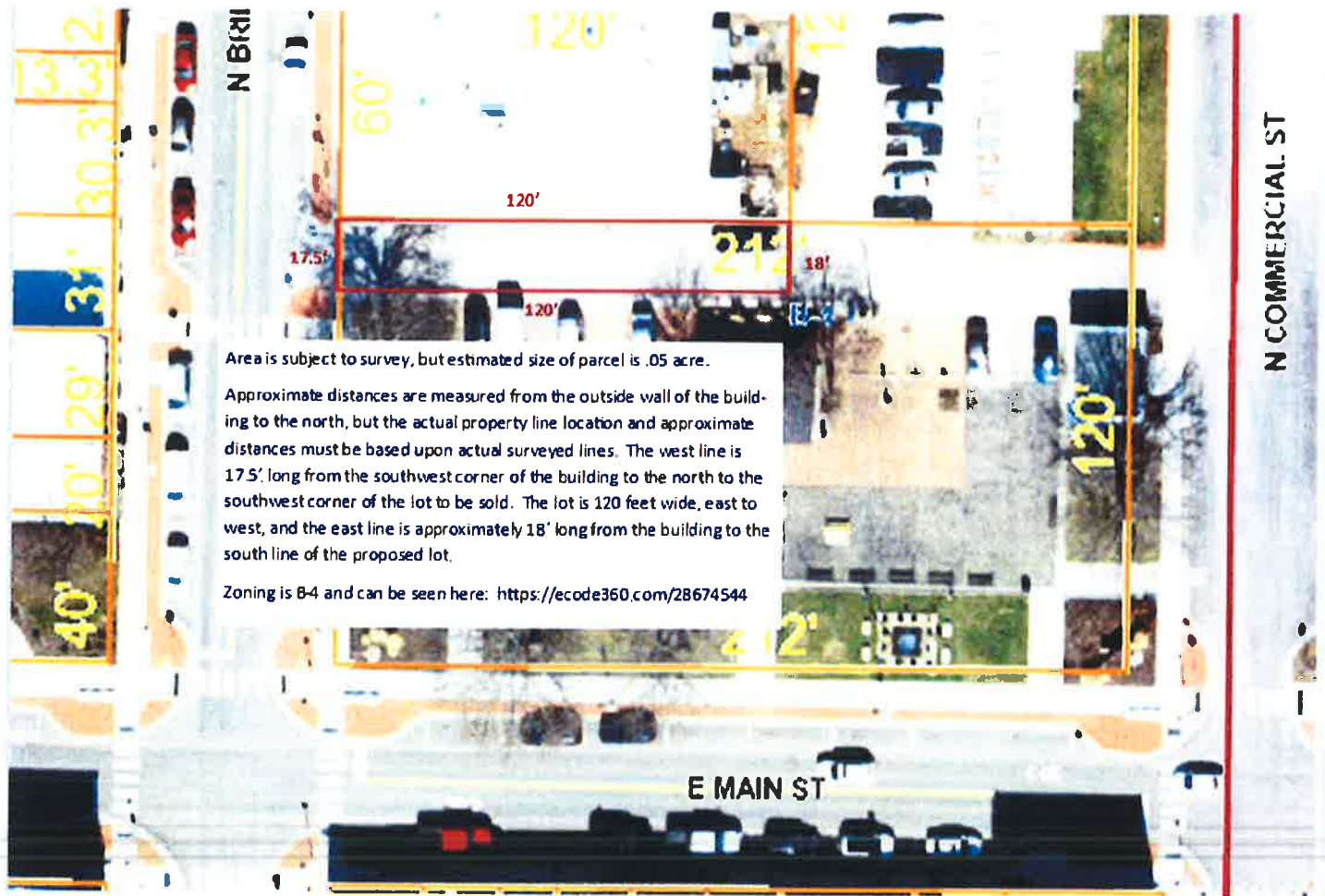
13530 MT. OLIVE RD.
Address C. Sh
Signature

SMITHVILLE, MO 64089
City/State/Zip MANAGING MEMBER
Title

816-719-9327
Telephone 12/29/2021
Date

36-4562818
Tax ID No. SHANE@KCHSINC.COM
E-Mail Address

Exhibit 1



DEVELOPER PROPOSAL IN RESPONSE TO RFP #22-06

December 29, 2021

City of Smithville, Missouri
Anna Mitchell
107 W. Main Street
Smithville, MO 64068

We are pleased to present this proposal ("**Proposal**") for the purchase of City owned property at the NW corner of the current Courtyard Park. Below are key terms and definitions referenced throughout this Proposal:

Respondents:	C. Shane Crees sole owner of Kansas City Properties & Investments LLC, a Missouri Limited Liability Company
Developer:	Kansas City Properties & Investments LLC
Property:	Vacant land at the northwest corner of the Courtyard Park, approximately 1,740 square feet located on the West side of N. Bridge St. and South of 111 N. Bridge St.
Purchase Price:	\$26,100.00
Terms:	Cash at closing, City to provide fee simple, marketable title at closing by general warranty deed
Survey:	City of Smithville to provide boundary survey detailing the subdivided parcel and detailed legal description
Project:	Real Estate land purchase
Required Incentives:	Not applicable
Contract Terms:	Mutually agreeable

Project Details

The Developer proposes to purchase the Property for the Purchase Price and to construct an outdoor dining area. Architectural style will be harmonious with surrounding improvements in Smithville's downtown district; the exterior material palette and design features will be noticeably new and modern, but thoughtfully adapted to complement the historic character of downtown.

The Project creates potential for tax revenues to benefit the City of Smithville and other taxing jurisdictions where presently there are none. Improvements to the property will generate additional real estate tax revenue. The potential of the Project to increase and expand retail dining operations, at 111 N. Bridge St., within the City of Smithville will have an increased impact on sales tax revenues generated from the Property for decades to come.

Developer Qualifications and Financial Capabilities

A brief outline of the Respondents qualifications is attached in Exhibit A. The principal of Developer has the financial resources to purchase the Property and the development of the Project. No financing will be involved in the purchase of the property. References will be made available upon

request if the City desires to further discussions with Respondents after receipt and review of this Proposal.

Statement of Intent and Non-Binding Nature of this Proposal

Notwithstanding anything in the published RFP #22-06 to the contrary, this Proposal is not intended to become legally binding and shall not become legally binding upon Respondents or the City of Smithville in any respect. This Proposal serves as an outline for furtherance of non-binding discussions, and only states certain minimum salient terms and conditions upon which Developer will consider purchasing the Property and developing the Project generally as described herein. Neither the Respondent nor the City shall become legally bound in any manner, notwithstanding this Proposal or any subsequent negotiations or draft agreements, unless and until a formal Purchase Sale Agreement is negotiated to the mutual satisfaction of the parties, approved their respective legal counselors, executed by duly authorized representatives, and fully executed counterparts delivered and received.

I sincerely appreciate the opportunity to provide this Proposal and look forward to your acknowledgement of same.

Respectfully submitted on behalf of Respondents this 29th day of December, 2021.



C. Shane Crees

Exhibit A

C. Shane Crees, sole member and founder of Kansas City Properties & Investments has been a resident of the Kansas City Northland for the past 20 years. Originally from a small town in Iowa, he graduated from High School and attended Iowa State University earning a Bachelor of Science degree in Marketing. Upon graduation Shane started employment with KONE Inc., a global leader in elevator and escalator technology. He spent 10+ years in large scale, new construction sales and project management working in various construction markets in Charlotte North Carolina, Las Vegas Nevada and Kansas City Missouri. Some of the more notable construction projects include Mandalay Bay, The Venetian, Bellagio, Luxor, Las Vegas Convention Center, McCarran International Airport, H&R Block downtown headquarters, Garmin Headquarters, Overland Park Convention Center.

In 2004, Shane founded Kansas City Properties & Investments as an entity to invest in commercial real estate associated his entry into the automotive repair business he started the same year. Shane founded KC Automotive Services, operating as KC Complete Auto Service, with the goal of providing honest, reputable, full-service mechanical, vehicle repair. With the goal of creating a locally recognize brand providing a high value, high quality, repair service experience, KC Complete Auto Service was able to grow into several different markets. KC Complete Auto Service started with 1 location and by 2019 had grown to 5 locations servicing over 25,000 vehicles a year. In 2019 Shane was approached by a St. Louis company, Telle Tire & Auto Service, looking to expanding into the Kansas City market and in early 2020 they completed the sale of KC Complete Auto Service. Shane currently retains all real estate associated with KC Complete Auto Service and leases it to Telle Tire.

Kansas City Properties & Investments continued to grow its real estate portfolio as KC Complete Auto Service expanded. The company also began to expand into different segments in an effort to diversify the real estate holdings.

Shane has been involved in the redevelopment and repurposing of several commercial real estate properties. Some of the more prominent, recent redevelopment projects include one of the major entertainment districts in North Kansas City. In 2013 Shane brought Neon Wild, a night club, into a freshly, repurposed building at 18th & Clay St. Later that year, he brought Cinder Block Brewery into the same building. Based on the success of this project, he felt there was additional opportunity in the area and developed a plan to purchase 110,000 square feet of building at the SE corner of 18th and Burlington. The majority of this site was razed with the exception of a 32,000 square foot building with the goal of repurposing this and bringing more tenants to the area. Construction began and in 2016 Restless Spirits Distilling Company became the 1st major tenant of the property. The entire property, consisting of 3.2 acres of land was subdivided to create KCPI Plaza with the offering of a prime, 1.6 acre parcel of development land at the corner of 18th and Burlington. Shane sold this parcel of land to Chicken N Pickle in 2015, starting their 1st location.

Most recently Shane has shifted his focus from North Kansas City to other local markets including Smithville. In the past 12 months, he has purchased 8 buildings in Downtown Smithville. The goal of the acquisition of these properties is to redevelop the area by deploying a large capital investment to revitalize the buildings to draw high quality tenants to the Downtown area. Shane sees the Smithville market as an area of great growth potential.



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1026 - Authorization 95 – A Resolution authorizing the Mayor to execute Authorization No. 95 with HDR Engineering, Inc. for design and construction services for Streetscape Phase III – Bridge Street

REQUESTED BOARD ACTION:

A motion to approve Resolution 1026, authorizing and directing the Mayor to execute Authorization No. 95 with HDR Engineering, Inc. for design and construction services for Streetscape Phase III – Bridge Street.

SUMMARY:

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

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

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

At this time, staff is requesting to proceed with Part 1 – Design. There is an option for bridge enhancements that would include decorative railing, pedestrian lighting, and could include the pictured monuments or other similar decorative monument. If this option is not desired we can omit it from the scope and contract.

We will budget for Part 2 – Bidding and Construction services in 2023. Again, being a Federally funded project there are certain reporting processes and procedures that must be followed. Inspection (construction administration) is conducted with LPA (Local Public Authority) certified staff. At this time, Smithville's Public Works Director is the only staff with this certification. City inspection Staff will assist where allowable.

The project schedule includes:

Plans, Specifications & Estimate (PS&E) Submittal 2/1/2023
Plans, Specifications & Estimate (PS&E) Approval 4/1/2023
Advertisement for Letting 5/1/2023
Bid Opening 6/1/2023
Construction Contract Award (REQUIRED) 7/1/2023

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

PREVIOUS ACTION:

None

POLICY ISSUE:

Infrastructure Maintenance, Community Oasis

FINANCIAL CONSIDERATIONS:

The 2022 budget includes \$97,000. Additional funds for increases in costs are included in the Budget Amendment under consideration with Bill 2932-22..

ATTACHMENTS:

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

RESOLUTION 1026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 95 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION SERVICES FOR TAP-3302(434) BRIDGE STREET STREETScape PROJECT

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

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

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

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

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

THAT the Mayor is hereby authorized to execute Authorization No. 95 with HDR Engineering, Inc.; and

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

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional ~~named~~ insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

reasonable

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

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

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

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

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

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

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

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

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

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

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

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

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

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

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

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

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

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

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

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

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

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

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

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

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

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By:  _____
Title Sr. Vice President

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

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

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

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

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

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

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

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

SCOPE OF SERVICES

Task 1 Surveying/Data Gathering

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

Task 2: Design Services

2.1 Preliminary Design

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

2.2 Right-of-Way

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

2.3 Final Design

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

Task 3: Bidding Services

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

Task 4: Supplementary Construction Observation Services

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

INSTRUCTIONS TO BIDDERS

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

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


Finance Director

Issued on November 18, 2021

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

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

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

ARTICLE I GENERAL INFORMATION

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

Task 1 Surveying/Data Gathering

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

Task 2: Design Services

2.4 Preliminary Design

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

2.5 Right-of-Way

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

2.6 Final Design

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

Task 3: Bidding Services

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

Task 4: Supplementary Construction Observation Services

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

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

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

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

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

SUBMITTAL:

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

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

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

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

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

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

EVALUATION:

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

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

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

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

Key Staff Experience (35%)

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

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

Schedule (5%)

Other (5%)

ADDENDA

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

AWARD OF THE CONTRACT

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

HOLD HARMLESS CLAUSE

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

OFFICIALS NOT TO BENEFIT

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

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

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

CO-PARTNERSHIP DISCLAIMER

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

NON-DISCRIMINATION IN EMPLOYMENT

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

KICKBACKS ILLEGAL IN SUBCONTRACTING

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

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

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

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

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

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

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

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

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

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ADDITIONAL SERVICE AND CHANGE ORDERS

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

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

BILLING

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

TERMINATION

The Contract may be immediately terminated by the City if:

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

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

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

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

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

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

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

CONFIDENTIALITY

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

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently President of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2021.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

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

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

EXHIBIT 2

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

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

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

I, _____, hereby representing
(Agent Submitting RFQ)

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

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

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

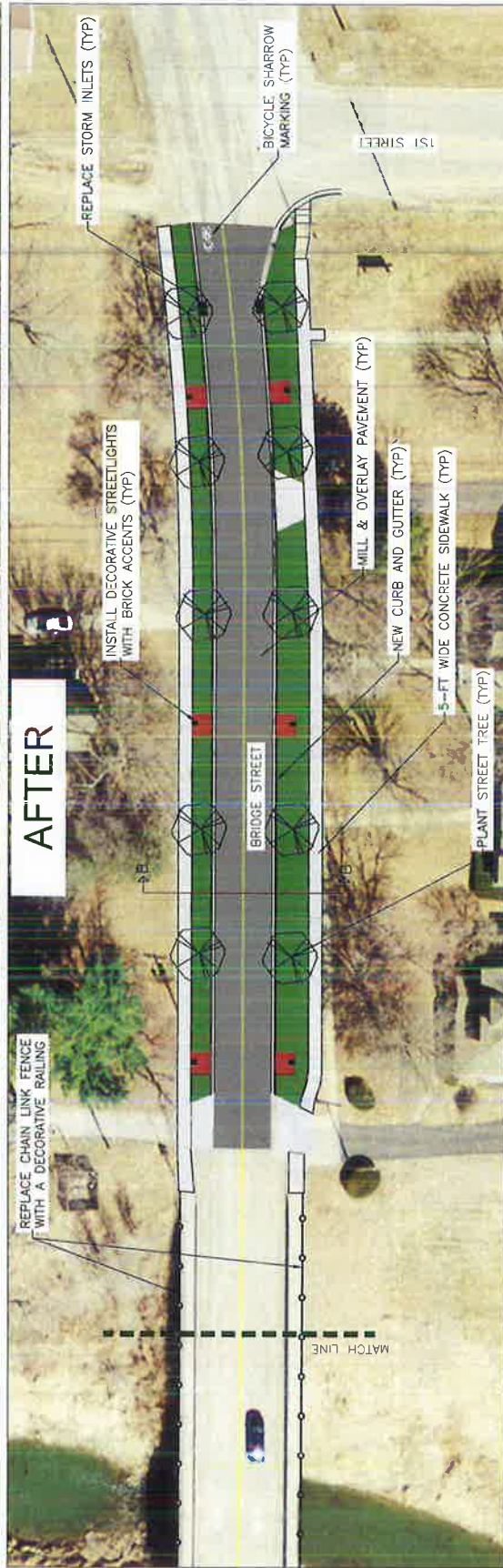
Date

Tax ID No.

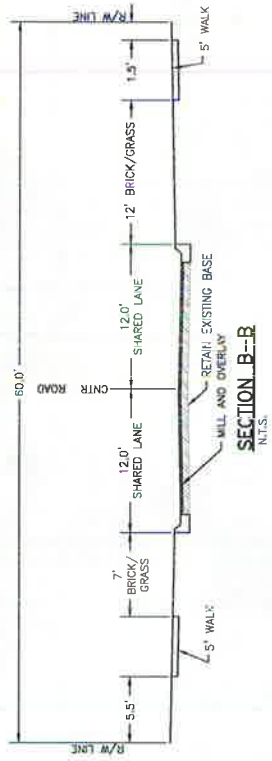
E-Mail Address



BEFORE



AFTER



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

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

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

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

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

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

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

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

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

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

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

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

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

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

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

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

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

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

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

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

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

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

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

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

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

24. CONTRACT LANGUAGE. The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By: _____

Title _____

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

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

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

SCOPE OF SERVICES

PART 1 – DESIGN

Task 1 – Survey (Base Services)

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

Task 2 – Environmental Permitting (Base Services)

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

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

Task 3 – Preliminary Design (Base Services)

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

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

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

Task 4 – Final Design (Base Services)

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

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

Task 5 – Additional Bridge Enhancement Design (Optional Services)

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

PART 2 – BIDDING & CONSTRUCTION

Task 6 - Bidding (Base Services)

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

Task 7 - Construction (Base Services)

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

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

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

KEY PROJECT UNDERSTANDINGS

Project Assumptions

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

Additional Services

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

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

SCHEDULE

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

FEE

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

Part 1 – Design

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

Part 2 – Bidding and Construction

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

Grand Total (Part 1 & 2)

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

Smithville Streetscape Phase 3 - Design
Scope and Fee 02/07/2022

	Staff Name	Bresette	Wiebelhaus	Call	Sherman	Beamer	Henningson	Boyd	Reuss	Mynatt	Fuller	Berne	Splitterger	Gribble	Kathrineberg	Schwaller	Bell	Waters	Yakle	Shields	Ly	Lytle			
	Rate Schedule Code	Senior Project Manager II	Engineer IV	Engineer I	Cadd/GIS Technician IV	Engineer III	Engineer III	Engineer III	Cadd/GIS Technician II	Project Assistant I	Project Accountant II	Admin Assistant	Senior Technical Specialist	Engineer IV	Cadd/GIS Technician V	Technical Specialist	Engineer III	Engineer I	Senior Land Surveyor	Survey Technician II	Survey Technician III	Survey Technician II			
	Billing Rate	\$250.00	\$170.00	\$110.00	\$145.00	\$150.00	\$150.00	\$150.00	\$110.00	\$95.00	\$115.00	\$80.00	\$280.00	\$170.00	\$165.00	\$250.00	\$150.00	\$110.00	\$170.00	\$85.00	\$125.00	\$85.00	HDR Expenses	Subconsultants	Total
	TASKS																								
A.	Task 1 - Topographic Survey																								
	1 Project research																		4						\$680
	2 Safety plan																		1	1	1	1			\$465
	3 Control and benchmark survey																				5	5	\$225		\$1,275
	4 Topographic and utility survey																		2	10	12	12	\$400		\$4,110
	5 Property boundary survey																		4	10	10	10			\$3,630
	6 Survey utility coordination/meetings																		4						\$680
	7 Easement descriptions and exhibits																		20	4			\$5,000		\$8,740
	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	25	28	28			
	Subtotal Dollars	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,950	\$2,125	\$3,500	\$2,380	\$5,625	\$0	\$19,580
	Total Task 1																								\$19,580
B.	Task 2 - Environmental Permitting																								
	1 Agency Coordination																2	4							\$740
	2 Bat Survey																4	12					\$200		\$2,620
	3 RER Documentation		2													2	4	8							\$2,320
	4 Wetland/Stream Delineation/Report															2	20	40							\$7,900
	5 Land disturbance permit	1	4	8																			\$750		\$2,560
	6 Floodplain development permit	1	4	8																					\$1,810
	Subtotal Hours	2	10	16	0	0	0	0	0	0	0	0	0	0	0	6	30	64	0	0	0	0			
	Subtotal Dollars	\$500	\$1,700	\$1,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$4,500	\$7,040	\$0	\$0	\$0	\$0	\$950	\$0	\$17,950
	Total Task 2																								\$17,950
C.	Task 3 - Preliminary Design																								
	1 Overall Project Management		4							4	4														\$1,520
	2 Kickoff Meeting	4	4																			\$50			\$1,730
	3 Utility Coordination		8	4																					\$1,800
	4 Preliminary Design Plans	4	50	16	80	8	14	15	24				4	8	6										\$34,520
	5 Bridge Lighting investigation		2					4					2	4											\$2,180
	6 Project Manual and Tech. Specs.	2	10			2	4	8				12											\$50		\$5,310
	7 Cost estimate	2	4	4				4					1	2											\$2,840
	8 Internal QC Review	6											6												\$3,180
	9 Plan In-Hand Walkthrough	4	4																				\$100		\$1,780
	10 Presentation at Board Meeting	4	4																			\$200			\$1,880
	11 Submit to MoDOT			2		2																			\$520
	12 MoDOT Review Meeting		2			2																	\$50		\$690
	13 Geotechnical Investigation		2							2	2													\$3,000	\$3,760
	Subtotal Hours	26	94	26	80	14	18	31	24	6	6	12	13	14	6	0	0	0	0	0	0	0	\$450	\$3,000	\$61,710
	Subtotal Dollars	\$6,500	\$15,980	\$2,860	\$11,600	\$2,100	\$2,700	\$4,650	\$2,640	\$570	\$690	\$960	\$3,640	\$2,380	\$990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$3,000	\$61,710
	Total Task 3																								\$61,710
D.	Task 4 - Final Design																								
	1 Overall Project Management		4							4	4														\$1,520
	2 Utility Coordination		8	4																					\$1,800
	3 Final Desgin Plans	2	49	26	54	3	4	10	24				6	16	32										\$34,390
	4 Project Manual and Tech. Specs.	2	20					20				20											\$50		\$8,550
	5 Cost Estimate	2	4	4				4					2	2											\$3,120
	6 Internal QC Review	6											6												\$3,180
	7 Client Review Meeting		4																				\$50		\$730
	8 Submit to MoDOT			2		2																			\$520
	9 MoDOT Review Meeting		2			2																	\$50		\$690
	10 Finalize PS&E		8	8		8	2	2	4																\$4,480
	Subtotal Hours	12	99	44	54	15	6	36	28	4	4	20	14	18	32	0	0	0	0	0	0	0	\$150	\$0	\$58,980
	Subtotal Dollars	\$3,000	\$16,830	\$4,840	\$7,830	\$2,250	\$900	\$5,400	\$3,080	\$380	\$460	\$1,600	\$3,920	\$3,060	\$5,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$58,980
	Total Task 4																								\$58,980

Estimated Project Fee (Base Services) \$158,220

E.	Design (Optional)																								
	1 Concrete Column Investigation		2										3	4	4										\$2,520
	2 Bridge Lighting Plans		2					4	4				10	6	20										\$8,500
	3 Concrete Column Plans		2										10	18	36										\$12,140
	4 Bid opening																								\$0
	5 Bid award																								\$0
	Subtotal Hours	0	6	0	0	0	0	4	4	0	0	0	23	28	60	0	0	0	0	0	0	0			
	Subtotal Dollars	\$0	\$1,020	\$0	\$0	\$0	\$0	\$600	\$440	\$0	\$0	\$0	\$6,440	\$4,760	\$9,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,160
	Total Task 5																								\$23,160
	Total Hours	40	209	86	134	29	24	71	56	10	10	32	50	60	98	6	30	64	35	25	28	28			1,125
	Total Billing Amount	\$10,000	\$35,530	\$9,460	\$19,430	\$4,350	\$3,600	\$10,650	\$6,160	\$950	\$1,150	\$2,560	\$14,000	\$10,200	\$16,170	\$1,500	\$4,500	\$7,040	\$5,950	\$2,125	\$3,500	\$2,380	\$7,175	\$3,000	\$181,380

Estimated Project Fee \$181,380

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

Staff Name	Bresette	Wiebelhaus	Call	Sherman	Beamer	Henningson	Boyd	Reuss	Mynatt	Fuller	Berne	Spittgerber	Gribble			
Rate Schedule Code	Senior Project Manager II	Engineer IV	Engineer I	Cadd/GIS Technician IV	Engineer III	Engineer III	Engineer III	Cadd/GIS Technician II	Project Assistant I	Project Accountant II	Admin Assistant	Senior Technical Specialist	Engineer IV			
Project Role																
Billing Rate	\$250.00	\$170.00	\$110.00	\$145.00	\$150.00	\$150.00	\$150.00	\$110.00	\$95.00	\$115.00	\$80.00	\$280.00	\$170.00	HDR Expenses	Subconsultants	Total
TASKS																
F. Task 6 - Bidding																
1 Prepare bid package		1		2										\$200		\$660
2 Pre-bid conference		4	2											\$100		\$1,000
3 Bidder's questions and addenda	2	12	4	4	2	2	4	2				2	4			\$6,220
4 Bid opening		8	4											\$50		\$1,850
5 Bid award		4	4	4							8					\$2,340
Subtotal Hours	2	29	14	10	2	2	4	2	0	0	8	2	4			
Subtotal Dollars	\$500	\$4,930	\$1,540	\$1,450	\$300	\$300	\$600	\$220	\$0	\$0	\$640	\$560	\$680	\$350	\$0	\$12,070
Total Task 6																\$12,070
G. Task 7 - Construction																
1 Pre-construction conference		4	4											\$50		\$1,170
2 Submittal Reviews	4	20	40			4	12					4	6			\$13,340
3 Address RFI's		5	5			2	4					4	6			\$4,440
4 Issue change orders		10	10			2	4					4	6			\$5,840
5 Review payment applications		10	10													\$2,800
6 Monthly progress meetings		15	15													\$4,200
7 Resident Project Representative			120													\$13,950
8 Final inspection		4	4				2							\$750		\$1,470
9 Record drawing completion		2		2			1	2				1		\$50		\$1,280
10 MoDOT Project Closeout		8			4						10					\$2,760
11 Overall project management		5							5	5						\$1,900
Subtotal Hours	4	83	208	2	4	8	23	2	5	5	10	13	18			
Subtotal Dollars	\$1,000	\$14,110	\$22,880	\$290	\$600	\$1,200	\$3,450	\$220	\$475	\$575	\$800	\$3,640	\$3,060	\$850	\$0	\$53,150
Total Task 7																\$53,150
Total Hours	6	112	222	12	6	10	27	4	5	5	18	15	22			486
Total Billing Amount	\$1,500	\$19,040	\$24,420	\$1,740	\$900	\$1,500	\$4,050	\$440	\$475	\$575	\$1,440	\$4,200	\$3,740	\$1,200	\$0	\$65,220

Estimated Project Fee \$65,220

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

December 15
2021



Statement of Qualifications

**Bridge St. Streetscape
Phase III From
Church St. to First St.**

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

City of Smithville, Missouri





December 15, 2021

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

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

Dear Mr. Soules,

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

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

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

A people-focused, interactive approach to planning and design. HDR has learned from experience that community awareness and proactive outreach are intertwined and paramount to the delivery of downtown revitalization projects. Our strategic communication lead, **Chris Deffenbaugh**, will provide his public involvement expertise and he will support the City as it obtains focused feedback. We believe in a top-down approach to community engagement and have successfully utilized advisory groups on other, similar projects to gain advanced input and build consensus. Using key stakeholder feedback, we will develop and host public open house meetings at key project milestones. We will pair in-person activities with mailed and online resources, such as a project website, digital public relations and newsletters, and in the service of the community and our team, build consensus for the project.

We are excited for the opportunity to apply our experience and knowledge and look forward to supporting the City of Smithville's continued downtown revitalization. If you have any questions, please do not hesitate to contact us.

Sincerely,
HDR Engineering, Inc.



Mitch Wiebelhaus, PE
Project Manager
816.347.1161
Mitchell.Wiebelhaus@hdrinc.com



Aaron Bresette, PE
Principal-in-Charge & Quality Control
816.347.1120
Aaron.Bresette@hdrinc.com



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	Exhibit 2	
	RFQ and Contract Requirements	



Tab A

Statement of Qualifications

PROPOSER DETAILS

HDR Engineering, Inc.
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.360.2700

POINT OF CONTACT

Mitch Wiebelhaus, PE
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.347.1161



TRUST AND LEADERSHIP

Our project management approach is built on trust, a clear definition of shared goals, and a mutual understanding of the

necessary steps to achieve those goals and exceed your expectations.

Our project manager, **Mitch Wiebelhaus**, along with HDR's Principal in Charge, **Aaron Bresette**, have proven experience in overseeing the planning, design, and construction of numerous types of projects across the region. Their attention to detail and client responsiveness has been instrumental in bringing about successful outcomes and repeat business for many communities. We're proud to include Smithville as one of them.

Great projects result from visionary leadership and the successful collaboration of client and consultant staff. Mitch will provide the leadership to make sure your project goals are met, and that day-to-day activities are completed on time, within budget, and to your specifications.

Mitch will manage the Project Team, lead HDR's communication with the City, lead our design efforts, be responsible for all project deliverables, schedule all progress meetings, and perform all other necessary project management duties.

Statement of Qualifications

Project Manager Experience

HDR will provide a focused team led by **Mitch Wiebelhaus**, a project manager with proven success leading multi-disciplinary design teams. His experience on both Phase 1 and 2 of Smithville's downtown revitalization, as well as assisting the City with the TAP grant request, will provide the City the benefit of his knowledge of the specific challenges in this phase. He will draw upon a team of design professionals with relevant project experience to develop solutions to the project challenges.

Mitch is a proven project manager with over a decade of experience to keep a schedule on track, meet a budget, produce quality documents, and effectively manage resources. He embodies our client-centered management approach and has proven himself an attentive and responsive service provider with the technical "know-how" to successfully execute this Streetscape Project for the City.

Mitch has a solid background in site development for a variety of private, municipal, and federal facilities, including complex site designs for new hospitals at several Air Force Bases where ADA accessibility was a critical component. His primary focus is centered on working with municipalities, including Smithville, to deliver storm drainage, water, and transportation projects. Specific examples of his ability to ensure value to the City for the Bridge Street Streetscape Phase III Project include:

- Mitch's experience on the first two phases of Smithville's Streetscape project, as well as planning level efforts for this current phase, will provide myriad benefits to the City. His unparalleled knowledge of the corridor and the pallet of design elements used on the previous phases will allow him to accelerate the design schedule and provide a finished project that fits seamlessly with the downtown.
- The breadth of knowledge Mitch gained working on diverse site development and municipal engineering projects for both large and small clients throughout his career provides him the insight to keep the City's best interests front and center, and to find economical solutions to meet the City's challenges.

Key Staff Experience



Aaron Bresette, PE
Principal-in-Charge & Quality Control

INDUSTRY / HDR TENURE
27 years / 15 years

Aaron is the Section Manager for Municipal Engineering Services for HDR's Missouri-Kansas operations and has a wide background in engineering design and construction management services. He has overseen all facets of planning, design, and construction management of urban street and utility enhancement projects throughout his career. He has managed multiple projects with federal aid utilizing MoDOT/KDOT LPA requirements:

- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization Ph 3 (MoDOT STP Funding)
- Council Bluffs Downtown Streetscape Ph 1 - Ph 5



Braden Beamer, PE
MoDOT LPA Liaison

INDUSTRY / HDR TENURE
9 years / 8 years

Braden is a Professional Engineer with nine years of experience in transportation engineering. His experience includes interstate, municipal transportation, rail design, bicycle, pedestrian, ADA design, and development of roadway drainage designs. Braden is MoDOT LPA certified and has lead projects with MoDOT and KDOT funding. He has experience with LPA requirements for NEPA, SHIPO, ADA, and construction.

- North Green Hills Road, Kansas City, MO (MoDOT LPA process, federal funding)
- Salina Downtown Streetscape Improvements, Salina, KS
- Switzer Road, Overland Park, KS (KDOT LPA process, federal funding)

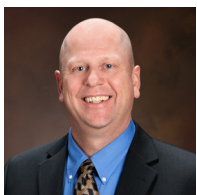


Troy Henningson, PLA, LEED AP, ASLA, CLARB
Landscape Architect

INDUSTRY / HDR TENURE
24 years / 21 years

Troy is a registered landscape architect with experience in creating places that people want to be. His responsibilities involve many aspects of landscape architecture and urban design, including parks and recreation projects, downtown streetscapes, urban plazas, corridor planning, planting plans, and master planning for both infill and greenfield projects. Troy is the Landscape Architect who developed the enhancement concepts for the first two phases of Smithville's Downtown Streetscape project.

- Plattsmouth Main Street Streetscape
- Salina Downtown Streetscape Improvements
- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization



Darin Splittgerber, PE
Structural Engineer

INDUSTRY / HDR TENURE
26 years / 25 years

Darin is the Bridge Design Section Manager in HDR's Kansas City office and is responsible for managing design activities among 20 Design engineering and cad Technicians. He also manages Bridge design projects and provides quality control reviews for bridge deliverables to our local clients. For the City of Smithville, Darin was the Lead Engineer on the Second Creek Road Bridge Replacement and the Amory Road Box Culvert at Rocky Branch Creek. Darin recently was the lead engineer on the City of Olathe Lone Elm Bridge where outside sidewalks were added to an existing steel girder bridge and decorative fence and illuminated concrete columns were installed.

- Lone Elm Bridge over BNSF, City of Olathe, KS (KDOT LPA process, federal funding)
- Baltimore Bridge over I-670, City of Kansas City, MO (MoDOT design)
- Three Trails Pedestrian Bridge over I-435, Kansas City, MO (MoDOT LPA process, federal funding)



Tyler Litton

Construction Administration

INDUSTRY / HDR TENURE

10 years / 7 years

Tyler has been an integral part of HDR's Construction Inspection Department as a Resident Project Inspector. His responsibilities include daily construction site observation and documentation of construction activity. In addition, he is responsible for maintaining a daily log of site personnel equipment material quality assurance and testing. Tyler's experience as a construction inspector includes: Sanitary Sewers, Waterlines, Curb and Gutters, Storm Sewers, Drainage Structures, Street/Roadway/Sidewalk Installation.



Chris Deffenbaugh

Public Relations

INDUSTRY / HDR TENURE

23 years / <1 years

Chris is the Missouri-Kansas regional lead for HDR's Strategic Communications group and has 10 years of experience managing and supporting projects for transportation and power clients. Chris is adept at identifying opportunities and engagement solutions for projects that benefit unique public stakeholder groups.

Project Approach

A downtown street streetscape project requires the coordination of multiple critical elements. All these elements must be carefully considered and addressed during project delivery for a project's success. HDR is in a unique position for this project as we have completed the first two phases of the City's downtown revitalization. We understand the opportunities and challenges from the previous phases. We look forward to the unique challenges this phase will present. HDR's approach to deliver the streetscape project has five main parts: public engagement, scope confirmation, design, bidding/construction, and Schedule.

Public Engagement

Communication and engagement with the right groups at the right time will be critical for the success of this project. It is critical that the public engagement begins immediately to kick-off the Project. In the first phase of the downtown streetscape, HDR conducted a vision plan including a project tour, workshops, open houses, and board presentations. This information will establish the foundation of our design but knowing that some project elements and stakeholders have changed, HDR will supplement the findings of this with additional public stakeholder meetings. HDR's skilled public involvement lead, **Chris Deffenbaugh**, is ready to support the City's efforts to disseminate project information to the downtown businesses and stakeholders to obtain relevant feedback. We will work with the City to identify stakeholders and issues. Our initial recommendation for public involvement and communication efforts includes hosting public open house meetings at the beginning of the project and after the preliminary design has been completed. HDR can also write and produce clear, professional, and attention-grabbing public information materials, if desired, for the City newsletters, website, or social media.

This project is outside of the main business corridor but we understand there are impacts to customers, the First Christian Church, and a handful of private properties.



Scope Confirmation

HDR has had initial conversations with the City to assist with developing the scope and obtaining the MoDOT funding for this phase of streetscape. We will continue to finalize this scope and develop a list of “must-have” elements and establish a priority matrix for other elements. The goal at the beginning of the project is to establish the baseline scope and cost estimate to confirm the project budget. Some key elements to discuss:

- Traffic calming designs
- Driving and parking lanes
- Bicycle accommodations
- City Parks Master Plan for the Riverwalk
- Project limits
- Rail/lighting on the bridge
- Landscaping and brick accents



Design

Once the project’s scope and budget have been established and presented to the public, HDR will quickly move into the design process to develop preliminary and final plans for construction. While there are too many elements involved in the design process to fit within this response, we are including the following key design aspects:

MoDOT Coordination - HDR is a prequalified consultant through MoDOT. We have the LPA-trained staff to assist the City with the MoDOT requirements. Our local office has successfully navigated federal funding from both MoDOT and KDOT projects. Utilizing his experience with MoDOT and the LPA process, **Braden Beamer** will assist by advising the City and HDR team on the MoDOT LPA requirements.

ADA Compliance - HDR has extensive experience with accommodating ADA requirements on street rehabilitation projects. This will apply to all pedestrian ‘routes’ including curb ramps, at crossings, sidewalks, and building entrances. Although this project will only require a few ADA ramps, this is still a key criterion for federal funding requirements.

Utility Coordination - HDR will contact all utility owners in the project area and coordinate ways to minimize impacts through our design solutions. Because of unmarked utilities in the historic downtown, the first phase of the City’s streetscape required many existing utilities to be relocated. HDR assisted with over 3,000-linear feet of gas, communication, and electrical lines due to conflicts. Our team will coordinate early with the utilities to determine where facilities are and if they plan/need to make any improvements. Upgrading utilities ahead of or during the streetscape project is ideal as it will minimize disruption and overall construction costs. The key to these types of partnerships is an open line of communication and frequent coordination.



HDR has worked with MoDOT for decades on some of their largest and most challenging projects. Our KC office has multiple people with LPA Certification who are very familiar with the federal funding requirements. For this project, **Brandon Beamer** will support our efforts to successfully deliver this project.

Corridor Improvement - Whether it is for safer traffic flow, bicycle facilities, parking, improve storm drainage, corridor beautification, or a combination of them, HDR has the experience to properly reshaping corridors to meet the needs of the community. After feedback is received from the City and community, HDR will continue to develop the corridor that will enhance these features and accomplishes the goals of the City.

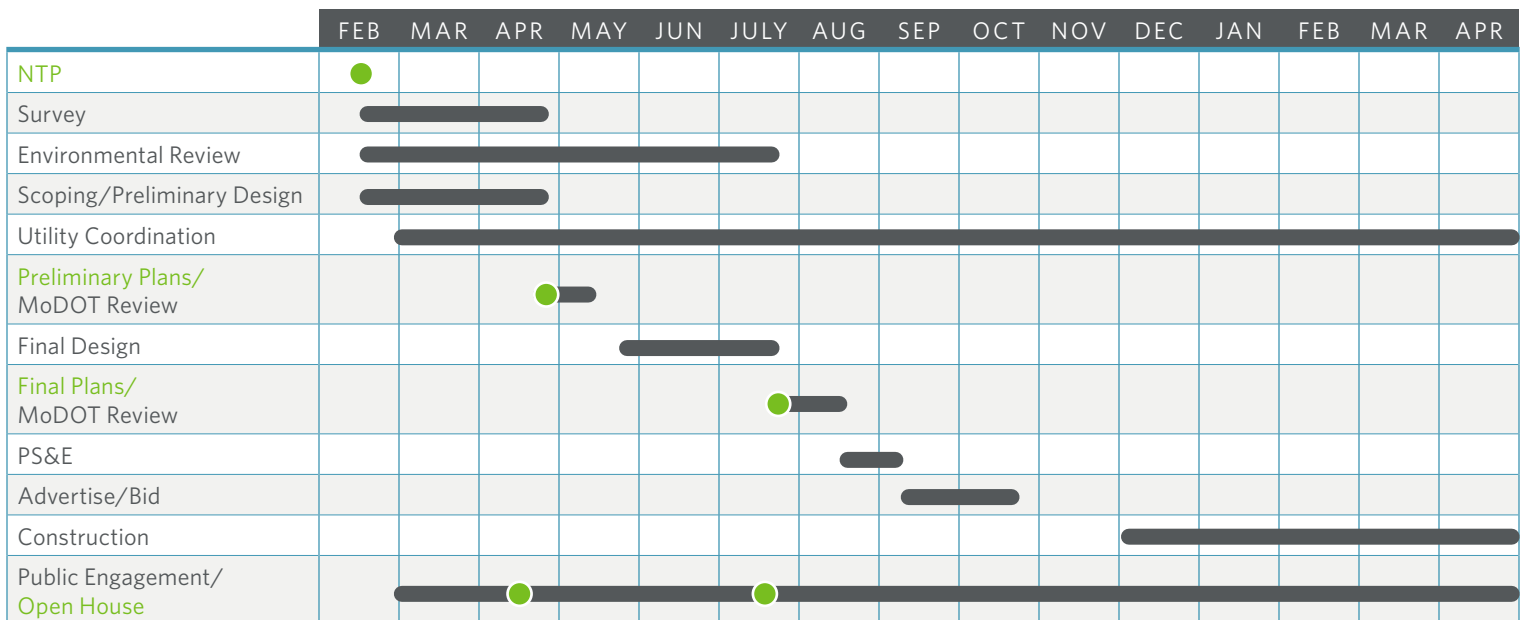
Easements - HDR anticipates only temporary construction easements are necessary for this project. Even temporary easements can be difficult to get with MoDOT requirements, easements are a primary concern when considering the project schedule. HDR will provide the City easement description and conveyance documents early in the project (after preliminary design). This will offer the City ample time to get the easements signed by the applicable property owner.



Bidding and Construction

HDR will provide bidding and construction support services to assist the City during the course of construction. Our team can participate at various levels of construction observation, depending on Smithville's ability and availability to self-perform this work. We have resident project representatives that have trained in LPA projects and can assist the City's communication with MoDOT through construction. We will attend and participate in regular construction coordination meetings. Our Team will track and manage the contractor's submittals, review shop drawings, and respond promptly. We will address contractor Requests for Information and issue change orders. Our Team will conduct a punch list walk-through of the project that will identify all work items which must be corrected before substantial completion can be obtained.

Schedule





Tab B

Client References



Plattsmouth Main Street Streetscape

City of Plattsmouth, Nebraska

The Plattsmouth Main Street Streetscape project was completed in coordination with state-mandated underground utility work and provided an opportunity to make significant improvements in the appearance of the above-ground pedestrian environment. The project focused on six blocks of Main Street and included brick pavers, native landscaping, classic streetlights, an acoustic sound system, and complementary site furnishings. Corner nodes were the focal point of the project and dimensioned to accommodate truck traffic and shorten the distance for pedestrians crossing the street. Brick paving accents, wayfinding, signage, and public art celebrate these corners as key community gathering spaces. As a historic Main Street, the new streetscape concept drew design details from historic Plattsmouth. Combined with a parallel downtown revitalization plan that incentivizes the restoration of Main Street's historic facades, this streetscape project is making real the City's long-awaited hopes. With this streetscape investment and ensuing facade enhancements, historic Main Street Plattsmouth is one step closer to reclaiming its title as the "Jewel of the Platte."



CLIENT REFERENCE

Erv Portis, City of Plattsmouth
136 North 5th Street
Plattsmouth, NE 68048

KEY PROJECT STAFF

Troy Henningson



Salina Downtown Streetscape Improvements

City of Salina, Kansas

Santa Fe Avenue is the lifeblood of Downtown Salina, with just under one mile of prime retail and shopping destinations. Designed in the art deco architectural style, many of the buildings, including the historic Stiefel Theater, are quite ornate and architecturally significant. The streetscape project put Santa Fe Avenue on a “road diet” and transformed it from a four-lane to a three-lane section. This allowed for the sidewalks to be widened and an expansion of existing parking stalls. The center lane became a temporary loading and unloading area for trucks serving the surrounding businesses and was accentuated with repurposed brick pavers from the former roadway. Treatments along the sidewalk improved the downtown aesthetic by adding area-appropriate trees that provide storefront visibility and adequate shade. Additional enhancements included: brick paver accents that tied into the colors of the adjacent buildings, raised planter pots that bring in seasonal color, planting beds with an assortment of colorful perennials, and a family of street furnishings that are comprised of sleek, black metal components. Four urban plazas were also included in the project, and each took on their own individual appearance while serving a variety of flexible functionality. Specialty lighting, entrance monuments, overhead pedestrian crossing structures, and accommodations for public art set this streetscape apart from other downtowns. Construction on this \$11 million project began in spring of 2018 and was completed in the fall of 2020.

CLIENT REFERENCE

Dan Stack, PE, City Engineer
City of Salina
300 W. Ash St.
Salina, KS 67401
(785) 309-5725
Dan.Stack@salina.org

KEY PROJECT STAFF

Troy Henningson, LA
Braden Beamer



Downtown Streetscape Ph 1 & Ph 2 Improvements

City of Smithville, Missouri

Main Street is the entryway from US Highway 169 to Smithville's historic downtown business district and is a primary gateway to Smithville Lake, a regional recreational amenity. For most of the corridor's history it was under the jurisdiction of MoDOT, previously designated as Highway DD, and was overdue for revitalization. With the City taking over control of the corridor, the Smithville Downtown Streetscape project started with an HDR-led community Vision Plan. HDR developed a step-by-step plan to gain input from City officials, stakeholders, and property owners through various forms of community engagement. This included a kickoff meeting where stakeholders and the design team walked the corridor together, evaluating assets for preservation and challenges to be solved. This was followed by a visioning workshop, which set the stage for the current and future project phases, and a public open house to present the proposed improvements to the public. This process provided the design team with valuable input on public priorities, specifically the amenities that Smithville residents and business owners wanted incorporated into the project.

The project included improvements to eight city blocks and included a "road diet" that allowed the street to be narrowed and accommodated wider ADA compliant sidewalks with brick accents and decorative lighting. This transformed the roadway's dynamic, from a strictly vehicular corridor to an environment where pedestrians and bicycles are comfortable, and Smithville residents and visitors want to linger and enjoy the parks and locally owned businesses.

As with many historic neighborhoods, much of the underground utility infrastructure was aged and beyond its useful life. The project included nearly 2,000-linear feet of storm piping with new curb inlets, and 8,700-linear feet of new water lines. In addition, extensive coordination with third party utilities occurred to allow portions of the overhead power infrastructure to be relocated below ground, gas lines to be replaced, and telecom fiber optic lines to be constructed.

CLIENT REFERENCE

Cynthia Wagner, City Administrator
816-532-3897
cwagner@smithvillemo.org

KEY PROJECT STAFF

Aaron Bresette, Phase 1 Project Manager
Mitch Wiebelhaus, Phase 1 Project Engineer, Phase 2 Project Manager
Troy Henningson, Landscape Architect



Downtown Revitalization Ph 1, 2, & 3

City of Warrensburg, Missouri

The City of Warrensburg's downtown revitalization project was a multi-year process that transformed a historic but underutilized area into a shopping district that would attract visitors disembarking at the Amtrak Depot and students from the nearby University of Central Missouri. Ten city blocks were revitalized in three project phases. The first was funded through Community Development Block Grants Programs (CDBG), the second phase was completed with City funds, and the third utilized a combination of MoDOT Statewide Transportation Improvement Program and CDBG funding.

All phases included new curbs with bumpouts at pedestrian crossings, ADA compliant sidewalks with brick paver accents, decorative pedestrian lights, street trees, and matching stone planter beds. By realizing efficiencies during the planning process, the City was able to improve existing storm and sanitary sewer lines within the project area. Improvements included new storm pipe and curb inlets, replacing the sanitary sewer, and coordination with Missouri American for the replacement of water lines. Additionally, Evergy overhead power lines were relocated below ground in congested locations.

The project required extensive communication with affected business and property owners. HDR presented project information at several public open houses and led one-on-one meetings with impacted business owners. Building investigations were required to determine if coal chutes and underground vaults were located beneath sidewalks. HDR completed structural evaluations and developed methods to modify the building foundations to eliminate the abandoned vaults.

CLIENT REFERENCE

William Graves, Project Manager
660-262-4664
wgraves@warrensburg-mo.com

KEY PROJECT STAFF

Aaron Bresette, PM



Tab C

Additional Information



Welcome
Nicole Riche

User ID
NRIC1035

Last Login
09:51 AM - 07/20/2010

[Log Out](#)



[Home](#)

[My Cases](#)

[New Case](#)

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Company Information

Company Name: HDR Engineering, Inc.

[View / Edit](#)

Company ID Number: 42021

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 8404 Indian Hills Drive

Address 2:

City: Omaha

State: NE

Zip Code: 68114

County: DOUGLAS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 470680568

Total Number of Employees: 100 to 499

Parent Organization:

Administrator: HDR

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541330 - ENGINEERING SERVICES

[View / Edit](#)

Total Hiring Sites: 80

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)

Company ID Number: 42021

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **HDR Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Jackson)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

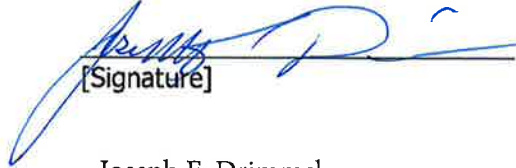
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Joseph E. Drimmel, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Joseph E. Drimmel and I am currently Sr. Vice President of HDR Engineering, Inc. (hereinafter "Contractor"), whose business address is 10450 Holmes Rd., Ste. 600, Kansas City, MO 64131, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.


[Signature]

Joseph E. Drimmel

[Printed name]

Affiant Subscribed and sworn to before me this 14th day of December, 2021.


[Notary Public]

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990

My Commission Expires 1-19-2023

Commissioned in Cass County

Commission # 15424990

PLEASE NOTE:

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

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

EXHIBIT 2

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

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

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

I, Joseph E. Drimmel, hereby representing
(Agent Submitting RFQ)

HDR Engineering, Inc., have read and reviewed the attached specifications.
(Firm or Company)

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

HDR Engineering, Inc.
Company Name

10450 Holmes Road, Suite 600
Address

Kansas City, MO 64131
City/State/Zip

816.360.2700
Telephone

47-0680568
Tax ID No.

Joseph E. Drimmel
Authorized Person (Print)


Signature

Sr. Vice President
Title

12/14/21
Date

joseph.drimmel@hdrinc.com
E-Mail Address



HDR does not have any significant exceptions, rather a few minor revisions. Our comments are included in the following documents:

- Article II Proposal Instructions
- Article III General Terms and Conditions
- Professional Engineering Services Agreement

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

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

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

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

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

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

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

SCOPE OF SERVICES

Task 1 Surveying/Data Gathering

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

Task 2: Design Services

2.1 Preliminary Design

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

2.2 Right-of-Way

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

2.3 Final Design

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

Task 3: Bidding Services

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

Task 4: Supplementary Construction Observation Services

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

INSTRUCTIONS TO BIDDERS

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

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


Finance Director

Issued on November 18, 2021

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

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

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

ARTICLE I GENERAL INFORMATION

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

Task 1 Surveying/Data Gathering

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

Task 2: Design Services

2.4 Preliminary Design

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

2.5 Right-of-Way

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

2.6 Final Design

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

Task 3: Bidding Services

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

Task 4: Supplementary Construction Observation Services

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

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

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

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

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

SUBMITTAL:

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

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

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

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

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

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

EVALUATION:

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

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

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

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

Key Staff Experience (35%)

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

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

Schedule (5%)

Other (5%)

ADDENDA

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

AWARD OF THE CONTRACT

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

HOLD HARMLESS CLAUSE

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

OFFICIALS NOT TO BENEFIT

negligent



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

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

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

CO-PARTNERSHIP DISCLAIMER

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

NON-DISCRIMINATION IN EMPLOYMENT

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

KICKBACKS ILLEGAL IN SUBCONTRACTING

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

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

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

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

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional  Named Insured":

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

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

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

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

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ADDITIONAL SERVICE AND CHANGE ORDERS

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

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

BILLING

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

TERMINATION

The Contract may be immediately terminated by the City if:

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

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

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

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

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

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

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

CONFIDENTIALITY

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

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently President of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2021.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

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

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

EXHIBIT 2

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

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

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

I, _____, hereby representing
(Agent Submitting RFQ)

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

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

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

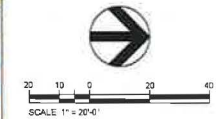
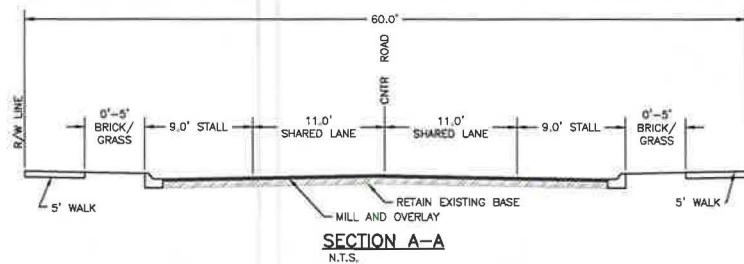
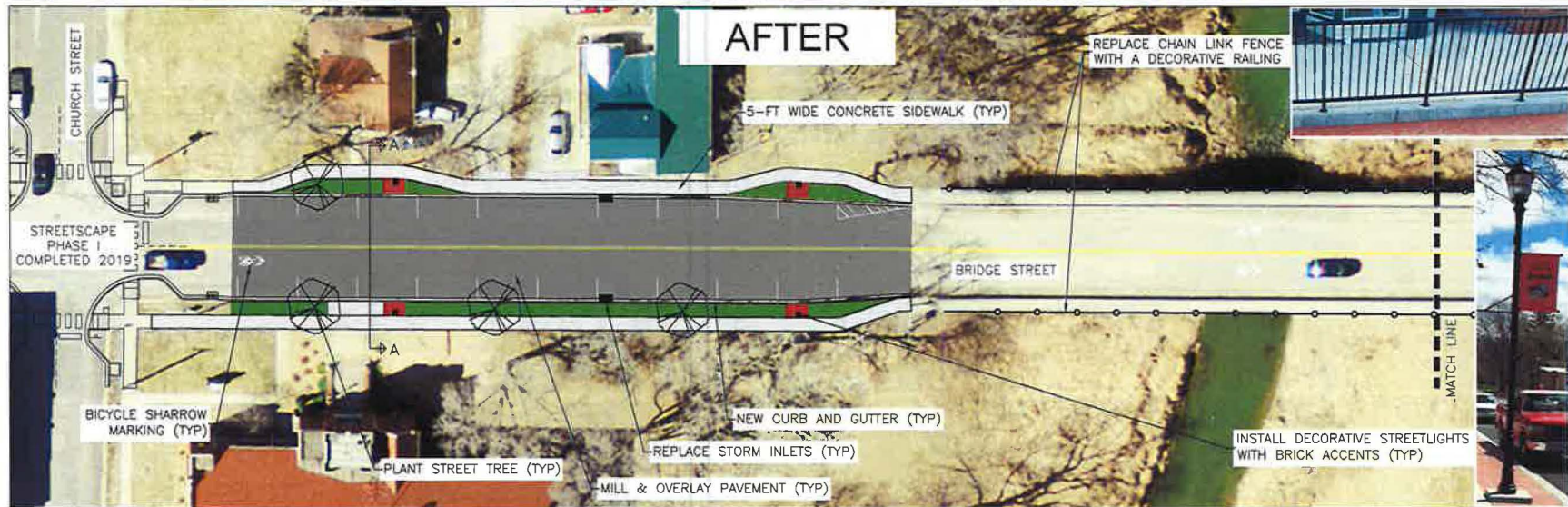
Title

Telephone

Date

Tax ID No.

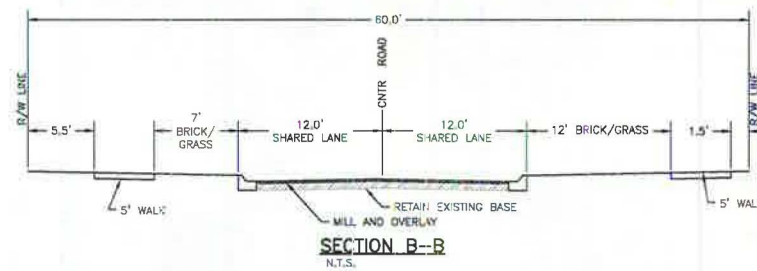
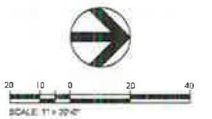
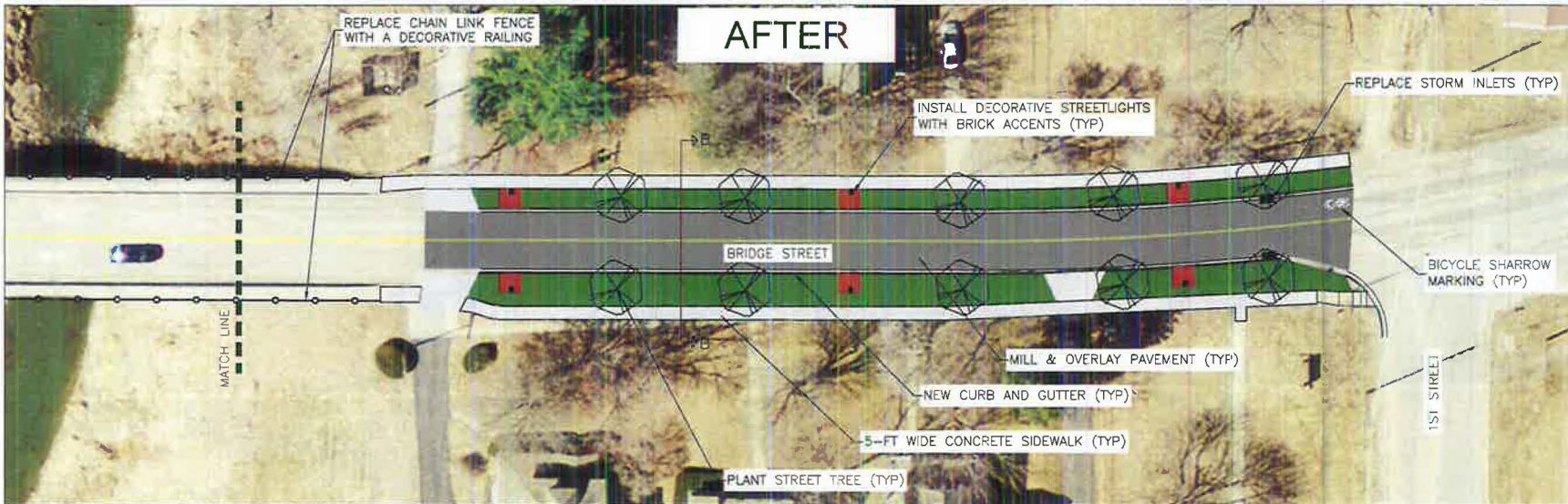
E-Mail Address



BEFORE



AFTER



DOWNTOWN STREETScape
PHASE III (NORTH)
AUGUST 2020

SHEET
2 OF 2

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

reasonable

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

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

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

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

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

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

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

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

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

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

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

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

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

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

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

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

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

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

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

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

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

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

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

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

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

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By: _____

Title _____



10450 Holmes Road, Suite 600
Kansas City, MO 64131-3471
816.360.2700

hdrinc.com

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materials and reduction of material use.

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Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1027 – Camp Host Services Bid Award

REQUESTED BOARD ACTION:

A motion to approve Resolution 1027, awarding Bid #21-01 to Kendra Kristler for Camp Host Services.

SUMMARY:

In accordance with the City's Municipal Code, Chapter 150 - Purchasing Policy, a Request for Proposal (RFP) for Camp Host Services was issued on November 2, 2021. Two (2) responses were received (in alphabetical order)

Bidder #1- Brian Dodrill

\$2,800 per month (\$19,600 annually for seven months)

Bidder #2- Kendra Kistler

\$2,100 per month (\$14,700 annually for seven months)

Staff recommends award of the lowest bid submitted by Kendra Kistler in an annual amount of \$14,700.

PREVIOUS ACTION:

NA

POLICY OBJECTIVE:

NA

FINANCIAL CONSIDERATIONS:

FY22 Budget includes \$17,500 for camp host services

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: Bid Submission, RFP | |

RESOLUTION 1027

A RESOLUTION AWARDING A BID/CONTRACT IN RESPONSE TO BID NO. 22-01 FOR CAMP HOST SERVICES

WHEREAS, The Board of Aldermen of the City of Smithville, Missouri desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground;

WHEREAS, staff has conducted a Request for Proposals for Camp Host Services as outlined in the City Purchasing Policy; and

WHEREAS, after a bid process, staff has made the recommendation to accept the lowest bid received from Kendra Kristler.

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

THAT Bid No.22-01 is hereby awarded to Kendra Kristler and the Mayor is hereby authorized to execute a contract for services in an annual amount of \$14,700.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



RFP #22-01 CAMP HOST SERVICES

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING SERVICES:

Sealed Bids for camp host services for the initial period of April 1st, 2022, to October 31st, 2022, will be received by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 10:00 A.M. local time on December 3rd, 2021, at which time the Bids received will be publicly opened and read.

The scope of services for the Camp Host are set forth in the RFP and attached Exhibit(s).

INSTRUCTIONS TO PROPOSERS:

1. Proposals must be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on December 3rd, 2021.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Three (3) original proposals must be included in a sealed and marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 10:00 A.M. on the 3rd day of December 2021, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Matt Denton, Parks and Recreation Director.

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

Assistant City Administrator

Issued: the 2nd day of November 2021

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

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
11. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

RFP #22-01 CAMP HOST SERVICES

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground for the City of Smithville, 107 W Main Street, Smithville, MO 64089. The initial term shall be for the 2022 season, which runs from April 1st to October 31st. This agreement may be renewed for additional season at the option of the City.
2. The term "RFP" means this Request for Proposal; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFP; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFP can be obtained by contacting Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

ARTICLE II PROPOSAL INSTRUCTIONS

RFP PROPOSALS - CONTENTS AND SUBMISSION

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. A completed Proposal Response Form attached to this Request for Proposal (preferred, not required).
3. Provide the names and qualifications of personnel who would be directly performing the work, including sub-consultants if needed. Indicate the approximate percent of involvement of each team member and identify who will be the daily point of contact.
4. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

1. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
 - A) Overall cost to the City, whether direct or indirect.
 - B) The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers. The responsibility of the vendors, contractors or proposers will be determined pursuant to the criteria contained in subparagraph C of this paragraph.
2. The timeliness, nature and number of any exceptions taken by the Vendors, Contractors, or Proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's, Contractor's, or Proposer's Proposal.
3. A responsible Vendor is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors,

contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of ninety (90) calendar days, commencing on the date and time of the RFP closing and expiring at 10:00 P.M. of the last day.

Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

RFP CLOSING

Three (3) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at City Hall on the time and date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the Vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

RFP REJECTION

The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

ACCEPTANCE OF RFPS

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or best Proposal in response to this RFP.

LATE PROPOSALS

Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

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

OFFICIALS NOT TO BENEFIT

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

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

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

CO-PARTNERSHIP DISCLAIMER

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

NON-DISCRIMINATION IN EMPLOYMENT

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

KICKBACKS ILLEGAL IN SUBCONTRACTING

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

ARTICLE III GENERAL TERMS AND CONDITIONS

EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

CONTRACT PERFORMANCE

Any contract entered into pursuant to this RFP should be performed by the Vendor within ninety (90) days from contract execution.

GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

BONDING

The Contractor shall furnish a surety bond for the protection of the City in the amount of \$2,000.00 to cover funds not received by the designated City agent as provided for in the specifications. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a

sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

TESTING

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

ADDITIONAL SERVICE AND CHANGE ORDERS

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

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

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

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

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

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

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFP or resulting Contract shall be considered a Work for Hire and shall be owned by the City. Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

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

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

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

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

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

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

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ Kendra Kistler _____ and I am currently President of _____ Kistler's Clearance _____ (hereinafter "Contractor"), whose business address is _____ 2038 Cowan Ridge Rd. Powell, Missouri 65730 _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.



[Signature]

Kendra Kistler

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2022.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

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

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

LAWS SECTION

§ 285.530. Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors

1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.
3. All public employers shall enroll and actively participate in a federal work authorization program.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

RFP #22-01 CAMP HOST SERVICES

I, _____, hereby representing
(Agent Submitting RFP)

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

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

Kistler's Clearance Llc

Company Name
2038 Cowan Ridge Rd.

Address
Powell, Missouri 65730

City/State/Zip
417-236-1443

Telephone
87-1534006

Tax ID No.

Kendra Kistler

Authorized Person (Print)


Signature
Owner

Title
02/01/2022

Date
Kistlerkendra111@gmail.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

The above said Company shall provide the materials and services clean up requested for the goods and services of RFP #22-01 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Monthly Camp Host Services	\$2100.00 monthly

EXHIBIT 2

SCOPE OF SERVICES

The City of Smithville and Camp Host agree that the following is a list of the services required to be provided for the 2022 Camp Season. The Camp Host is responsible to complete each service in accordance with any written policies or procedures. In determining what constitutes compliance with any of the General Duties, past practice/standards shall be met. The Camp Host understands that they are a contractor, and not an employee of the City of Smithville. The Camp Host also understands that they are responsible for maintaining insurance on all of their personal property (including their camper or RV) and shall not make claims against the City for any damages to such personal property that occurs during the performance of their duties. Contractor shall keep in mind that they are a representative of the City and that any communication via online social media or otherwise shall not reflect negatively on the City or its representatives.

The Camp Host shall provide the following services, and any additional services necessary to provide a clean, safe, and comfortable environment for the public at the Park:

1. Remove all litter and debris from the campground, shelters and day use areas on a daily basis and place all such litter and debris in a proper receptacle.
2. Clean and sanitize the shower house and restrooms not less than once each day, or more frequently as needed during high usage periods.
3. Perform general grounds maintenance in assigned areas that include, but are not limited to: trimming around trees, posts, culverts and buildings, mowing the campground and day use areas, tree and landscaping maintenance and care; general facility care and maintenance. See Exhibit 4 for Map of areas to be mowed.
4. Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems, as well as assigned equipment.
5. Collect all fees for camping or other services offered. Each day's cash collections shall be transmitted to the City by the end of business of the next day. Maintain records of each transaction for inspection by the City upon request. Provide not less than weekly reports that account for all monies taken and rentals in a format that is easily understood and is capable of passing an audit when compared with the records of each transaction.
6. Provide all check-in and check-out services to camp patrons as requested.
7. Operate firewood and ice concessions, which include maintaining supplies in the inventory sufficient to handle the anticipated demand from patrons.
8. Monitor vending and laundry concessions and coordinate vendor service requests as needed.
9. Provide information and initial enforcement of park regulations; provide other non-specific visitor services sufficient enough to provide campground patrons and the general public with a positive outdoor recreational experience.
10. Such services as identified herein shall be provided by Camp Host at all days and times throughout the entire season. The only exceptions to this responsibility will be during any time(s) that the entire park has been leased for special events. The City will coordinate with the Camp Host the dates and times of any such special events to give the Host sufficient notice, which shall not be less than one week prior to such event(s).
11. Tour the campground and day use areas no less than three times daily (morning, afternoon, and evening) looking for litter, vandalism, equipment malfunction, and cleanliness.
12. Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.

13. Any substitute or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
14. Provide an accounting of all work performed by contractor and any additional assistants.
15. Facilitate any online reservations or platforms.
16. Perform marketing duties as it relates to camping including but not limited to social media and photography.

In order to perform these duties, the City shall provide the following materials, equipment and supplies:

1. One campsite, with full utility hookups. Such campsite will include a shelter, a picnic table, one phone land line and answering machine. The phone and answering machine are for official duties only.
2. One golf cart for use in the park only. The use of the cart includes fuel for the cart.
3. One spot light, miscellaneous hand tools, one string trimmer and string and fuel to operate.
4. A mower and fuel to operate within the park
5. Trash bags, toiletries, and cleaning supplies for the shower and restroom facilities.
6. Maps, brochures and other notices for dissemination to the patrons and public.
7. Keys to all facilities and equipment.
8. All authorized forms for rentals and any other necessary office supplies required to complete such forms.
9. Any electronic equipment necessary to carryout assigned tasks

In order to perform these duties, it is expected that the Camp Host provide the following:

1. A mobile trailer, motor home or approved equal that contains sanitary facilities and all equipment necessary for habitation. Such trailer or home must be on jacks or blocks for the duration of the contract and should not be used for transportation.
2. A vehicle, other than the one provided above to be used for all local and off-site transportation.

While performing the duties under this scope of services, the contracting Camp Host shall abide by all federal, state and local laws, including, but not limited to those pertaining to discrimination based upon any protected class. The Camp Host shall provide all services in a professional, courteous manner and shall treat all patrons and the general public with respect. If a dispute arises, the Camp Host is expected to be able to effectively handle the dispute in a professional manner. In the event the patron or member of the public will not comply with any camp rule, the Camp Host may contact the Clay County Sherriff for assistance with unruly patrons or members of the public.

EXHIBIT 3

CAMP HOST HANDBOOK

Smithville Parks and Recreation Department

Service: Campground Host (Facility Maintenance and Visitor Services)

Location of work: Smith's Fork Park, 1610 DD Highway, Smithville, MO 64089

Term of contract: April 1, 2022, to October 31, 2022

Contract Summary: The campground host shall have the primary responsibilities of facility maintenance and oversight at the Smith's Fork Campground and day use areas at Smith's Fork Park.

Training and Experience: In order to properly perform the duties and responsibilities of this agreement the successful bidder shall possess the following attributes:

- Strong interpersonal communication and problem solving skills.
- Willingness to work flexible hours.
- Knowledge and ability to perform routine maintenance and minor repairs on plumbing and electrical systems, facilities, grounds, and other equipment utilized and associated with campground and day use areas.
- Knowledge and ability to apply accepted bookkeeping and business management practices to campground operations.
- Ability to perform without supervision.

General Duties and Responsibilities: The Director of Park and Recreation or his or her designee will oversee execution of the contract on a daily basis. At their direction the campground host shall have the following responsibilities at Smith's Fork Campground and day use area:

- Remove all litter and debris from the campground, shelters and day use area on a daily basis.
- Clean the shower house and restrooms at least once per day; high usage periods may require more frequent cleaning.
- Perform grounds maintenance duties in assigned areas that include, but are not limited to trimming around trees, posts, culverts and buildings, mowing, tree and landscape care and general facility appearance.
- Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems as well as assigned equipment.
- Collect camping fees and accurately complete cash management reports on a daily basis.
- Provide check-in/check-out services to campground patrons as requested.
- Operate firewood and ice concessions; reorder concession supplies when needed.
- Monitor vending/laundry concessions and coordinate vendor service requests as needed.
- Provide information and initial enforcement of park regulations, as well as a variety of non-specific visitor services, to provide campground patrons and the general public with a positive outdoor recreational experience.
- Tour the campground and day use areas no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
- Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
- Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
- Provide an accounting of all work performed by contractor and any additional assistants.
- Facilitate any online reservations or platforms.

- Perform marketing duties as it relates to camping including but not limited to social media and photography.

PERFORMANCE WORK STATEMENT:

Background: Smith's Fork Park is located approximately one mile east of 169 Highway on Highway DD in Smithville, Missouri. The park is leased to the City of Smithville from the United States Army Corps of Engineers. Recreational development includes three baseball/softball fields, one football field, a soccer field, walking trails, two reservable group shelters, one playground, a shower house, two restroom facilities, tennis courts, a basketball court, fishing on the spillway and at Lake Remote Nature area, and an 80 site campground.

Scope of work: The successful bidder shall provide labor, material and equipment as specified to perform camp host duties at Smith's Fork Park. The successful bidder shall perform the specific tasks listed in this agreement. Acceptable performance standards and current regulations are provided for each task.

Period of Performance: The contract shall begin April 1 or date of award and continue through October 31. The contractor shall move onto the site location a minimum of one (1) but not more than three (3) days prior to the start of the service period. The contractor shall remove his or her trailer and all personal property from government furnished campsite not later than two (2) days after the end of the service period.

Post Award Conference /Training: The contractor shall attend the post-award conference and computer/credit card training sessions. The meetings will be used to discuss and develop an understanding of all contract requirements.

QUALITY ASSURANCE: The Director of Parks and Recreation or his or her designee will monitor the contractor's performance under this contract using quality assurance procedures developed by the Director of Parks and Recreation or his or her designee. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of the City's Quality Assurance will be to determine the effectiveness of the contractor's quality control system.

The City reserves the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to contract requirements, the City will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the City may by contract, or otherwise: (1) perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

PERSONNEL: The contractors present a neat appearance and shall exercise tact, diplomacy, and courtesy when dealing with the public. The contractor shall assist the visiting public in reclaiming lost articles by turning in to project personnel all property left by visitors and found during performance of this contract. Contractor shall keep in mind that they are a representative of the

City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

OTHER CONTRACTORS: The City may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such contractors and City employees. All work shall be carefully planned and fitted so as not to interfere with such other work. The contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by City employees.

SAFETY: The contractor shall immediately report any situation that could affect the health or safety of visitors to City Staff or law enforcement, including maintenance needs, utility problems, accidents, or violations of laws and regulations. The contractor shall report all disturbances that cannot be diplomatically resolved to the Clay County Sheriff or other local law enforcement as needed.

CITY-FURNISHED MATERIALS AND SUPPLIES: City-Furnished materials and supplies are provided to the contractor only for use in performing work specified in this contract. The City will provide a campsite with full utility hookups. In addition, the campsite will include a shelter, a picnic table, phone land line for official use only. The contractor shall maintain these facilities in accordance with park rules.

City-Furnished Property - The City will furnish to the contractor the following identified property to be used in performing the contract. When the property is delivered, the contractor must verify its quantity and condition in writing to the Director of Parks and Recreation or his or her designee. Damage or loss while in the contractor's possessions shall be reported in writing, within 24 hours, to the Director of Parks and Recreation or his or her designee.

<u>Item (description)</u>	<u>Quantity</u>
(1) Golf Cart and gas for cart	1 each
(2) Spot Light	1 each
(3) Telephone (official use only)	1 each
(4) Answering machine	1 each
(5) Misc Hand Tools	1 set
(6) String trimmer and line	1 each
(7) Mower	1 each

City-Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the City. The City will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) Trash bags, toiletries, cleaning supplies for restrooms
- (2) Campground maps/rules
- (3) Brochures
- (4) Keys
- (5) Stamp for envelopes and ink
- (6) Authorized forms
- (7) Fuel for mower and string trimmer

CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES: The contractor shall furnish all equipment and supplies not identified in the previous section of this agreement, as City-Furnished supplies and equipment. Specifically, the contractor shall furnish:

- A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.
- A vehicle, other than the one above, to be used for local transportation.

SPECIFIC TASKS: The contractor shall perform park attendant duties 7-days per week, including weekends and federal holidays at Smith's Fork Park as described in this section and elsewhere in the contract. The contractor or approved designee shall remain in the park at all times unless the Director of Parks and Recreation has been notified of such absence. The contractor shall retain a qualified substitute camp host to cover any absences during regular duty hours. The substitute shall be approved by the Director of Parks and Recreation or his or her designee. Background checks may be performed at the discretion of the City.

The contractor shall perform specific daily duties to maintain length of stay regulations according to established procedures. Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations, and receiving daily arrival reports. The contractor shall take reservations at the campground for walk-up customers.

RECEIVE PAYMENTS: The contractor shall register campers and collect the required fees according to City policy. The contractor shall have on hand a sufficient change fund for this purpose.

SAFEGUARD COLLECTIONS: The contractor shall take all reasonable precautions to safeguard collections, permits, and other City-furnished property.

TRANSMIT COLLECTED FEES AND REPORTS: The contractor shall transmit all collected fees and daily cash management forms to the Director of Parks and Recreation or his or her designee daily at 8:00 a.m. Monday through Friday.

PROVIDE INFORMATION TO VISITORS: The contractor shall hand out informational brochures, pamphlets, maps. The contractor shall explain or clarify policies and regulations (e.g. trash disposal, etc.) for park visitors.

IMPLEMENT CAMPGROUND RULES AND POLICIES: The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 30 day stay limitations, etc.

TOUR PARK: The contractor shall make a minimum of 3 daily tours of the park areas, morning afternoon and evening. Any sticks or downed tree limbs, trash, etc., shall be removed at the time of the tour. Contractor shall use City provided technology to document park tours.

IDENTIFY CAMPERS: The Contractor shall identify campers who may have arrived during hours when other duties were being completed. These individuals shall be contacted and advised to register with the camp host and pay required fees.

CHECK FACILITIES: During the morning and evening tours, the contractor shall check park facilities and amenities for vandalism, equipment malfunction, and cleanliness. The contractor shall clean or repair immediately. If repairs are beyond contractor's capacity, contractor shall notify Director of Parks and Recreation immediately.

CLEAN RESTROOM/SOWER HOUSE DAILY: The two restroom facilities located in the day use area of Smith's Fork Park and the shower house in the campground are to be cleaned and restocked daily. Floors shall be swept, toilet paper restocked, sinks wiped cleaned, toilets wiped down, any clogged toilets shall be repaired and trash emptied. Any messes on floors shall be cleaned up on a daily basis. Restrooms and shower house shall be mopped on a daily basis.

CAMPGROUND GATE: The campground security gate shall be closed at night and opened the next morning as directed by the Director of Parks and Recreation or his or her designee. During the restricted access hours, egress and ingress shall be permitted for campers on an emergency basis only. The camp host shall have a key and be responsible for allowing such access as necessary. A temporary overnight parking area will be provided outside the security gate for late arrivals. No fee shall be charged for temporary use of this area. When the security gate is opened the camper shall be registered and moved into the campground area.

OPEN AND CLOSE FACILITIES: The contractor shall open and close facilities (such as laundry and shower) as requested by the Director of Parks and Recreation or his or her designee.

INDIVIDUAL TASKS CONSIDERED NECESSARY:

1. Check Site Availability
 - Cross-reference current campers list with sites occupied
2. Shelter Houses
 - Empty trash receptacles and clean daily
3. Receive Online Reservations
 - Respond to online inquiries
4. Post Reservable Sites
 - Complete reservation card
 - Post reservation card at campsite
5. Process Camper Registration
 - Input registration data
 - Collect payment
 - Print receipt
6. Maintain Records
 - Weekly report - Bill for Collection
 - Customer Receipts for recreation season
7. Register visitors and campers
 - Inform visitors of rules and regulations
8. Collect recreation fees
 - Camping, extra car, firewood and ice concessions
9. Transmit recreation fees daily
 - Deliver to Director of Parks and Recreation or his or her designee

Park Operations

1. Provide Information to Visitors
2. Tour Park
 - Identify new visitors
 - Monitor facility reservations
 - Check for and report vandalism, equipment malfunction and cleanliness of facilities
3. Open and Close Facilities (as directed)
 - Shower building/restrooms
 - Laundry room
 - Open and close park security gates
4. Implement Campground Rules and Policies
 - Inform patrons of campground rules and policies and apply them fairly to all

- Contact law enforcement for any unruly patron or unsafe situation

5. Grounds Maintenance

- Mow and trim campground day use areas
-

EXHIBIT 4

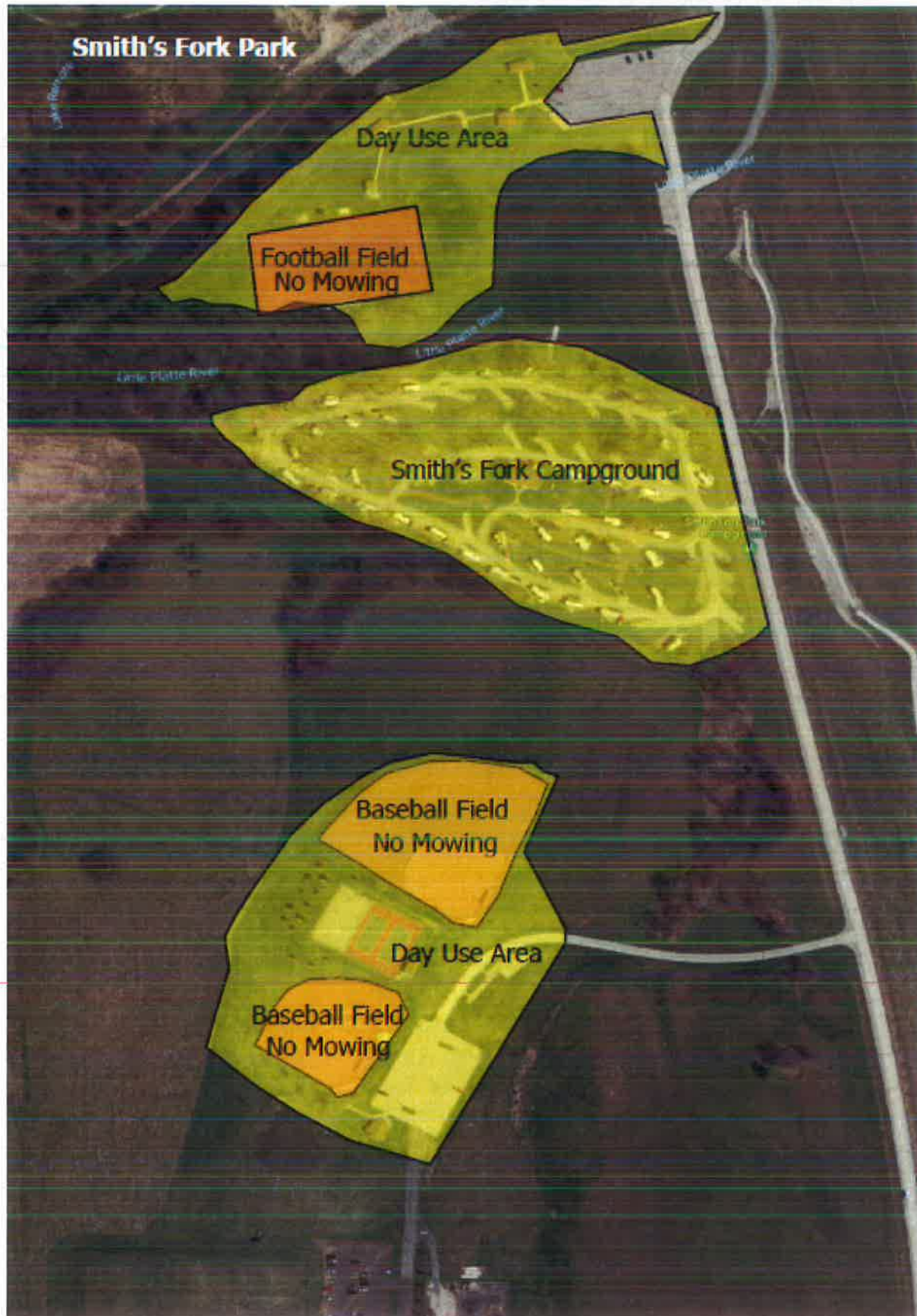


EXHIBIT 5

SAMPLE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and _____, ("Camp Host"), as follows:

WHEREAS, the City desires to use retain the services of the Camp Host to provide certain services concerning camp hosting duties for the City's Smith's Fork Park, and

WHEREAS, the Camp Host desires to perform such services for the City at Smith's Fork Park; and,

WHEREAS, the City and let the contract for bids and Camp Host was the selected provider, and

WHEREAS, the Parties desire to enter into an agreement that contains the rights and responsibilities of each party for the services listed herein, and

NOW, THEREFORE, it is agreed as follows:

Term:

The initial term of the contract shall be for the 2022 season, which runs from April 1 to October 31. This agreement may be renewed for additional seasons at the option of the City.

City's Responsibilities:

The City shall be responsible to provide the Camp Host with certain materials and supplies in accordance with the attached Scope of Services for the 2022 Smith's Fork Park Camp Host.

Camp Host's Responsibilities:

The Camp Host shall be responsible to provide Camp Hosting services in accordance with the attached Scope of Services for the 2022 Smith's Fork Park Camp Host.

General Contractual Terms:

1. The parties agree that this agreement shall constitute the sole agreement between the parties, subject to the attached Scope of Services.
2. The parties agree that in the event of a dispute, Missouri Law shall govern the resolution of such dispute, and that Venue for any court resolution is solely held in Clay County Missouri.
3. The parties agree that any amendments to this agreement must be in writing, and signed by both parties in accordance with Missouri law (including Board of Aldermen approval) before such amendment is valid. If the parties agree to amend the Scope of Services, such amendment may be amended by a written change to such document, signed by both the Camp Host and the City's Administrator.
4. Both this agreement, and the Scope of Services are deemed by the parties to be jointly drafted, and no other presumptions shall be made concerning how the agreement and Scope of Services are to be construed by a Court of Law.

Termination of Contract:

1. The Camp Host may terminate this contract with 30-day notice to City, but only in the event that the City has defaulted in the payment of sums due under this contract for a period of thirty days or more.
2. The City may terminate this contract with two-weeks' notice to the Camp Host for failure to comply with the contract and scope of services requirements. The City shall afford the Camp Host the opportunity correct deficiencies by providing notice indicating the specifications that are not being met and the opportunity to correct such deficiencies within one week. If the City has provided the one week opportunity to correct, and the Camp Host fails to do so, or if the Camp Host has previously been provided notice on any other matter which requires correction and again fails to meet the specifications, the City may then terminate this agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

ATTEST:

Mayor Damien Boley

By _____
Linda Drummond, City Clerk

CAMP HOST

EXHIBIT 1

STATE OF MISSOURI)

ss COUNTY OF Mcdonald)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared Kendra Kistler,
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kendra Kistler and I am currently President of
Kendra Kistler (hereinafter "Contractor"), whose business
2038 Cowan Ridge Rd Powell, Mo
address is _____, and I am
authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.

Kendra Kistler
[Signature]

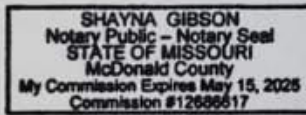
Kendra Kistler

[Printed name]

Affiant Subscribed and sworn to before me this 9 day of February, 2022.

Shayna Gibson
[Notary Public]

My Commission Expires May 15, 2025



Commissioned in McDonald County

Commission # 12686617

PLEASE NOTE:

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

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

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

RFP #22-01 CAMP HOST SERVICES

I, Kendra Kistler, hereby representing
(Agent Submitting RFP)

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

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

Kendra Kistler
Company Name
2038 Cowan Ridge Rd
Address
Powell, Mo 64856
City/State/Zip
417-236-1443
Telephone
Tax ID No.


Kendra Kistler
Authorized Person (Print)

Signature
02/08/2022
Date
Kistlerkendra111@gmail.com
E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

The above said Company shall provide the materials and services clean up requested for the goods and services of RFP #22-01 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Monthly Camp Host Services	\$2100.00 Monthly

	<div>STAFF</div> <div>REPORT</div>
Date:	February 15, 2022
Prepared By:	Stephen Larson, Finance Director
Subject:	Utility Disconnection Policy
Staff Report:	Utilities

Utility Billing Research and Overview

During the January 4, 2022 Board of Aldermen regular session, the Board received public comment regarding the severity of the City's utility billing disconnection policy. During the month of December 2021, multiple utility customers who typically used bank "bill pay" to make their utility payments incurred issues with the payment method. Customers experienced issues related to the processing of checks which are sent from 3rd party processors to the City for payment of utility bills. Various checks arrived after the due date (22nd of the month) and some checks arrived after the utility disconnect date (1st business day after the 26th of the month) which triggered utility disconnections for these customers.

To evaluate utility disconnection policy, staff researched the average residential utility bill for the City, shutoff thresholds and fees from other comparable cities, and shutoff/disconnect processes used by these comparable cities. Staff has compiled this research in the report along with recommendations/suggestions for the Board to consider.

City Disconnection Statistics

Using data from 2021 utility billing, staff determined the City averages anywhere between 40 and 60 account disconnections each month. Over the course of 2021, the City consistently billed over 4,100 utility accounts each month for utility services. The percentage of utility accounts disconnected each month is anywhere from 1.0% to 1.5% of the total utility accounts which are billed each month meaning the percentage is disconnects is quite low compared to the number of accounts billed each month.

Utility Disconnect Policy - Smithville

Chapter 705 ([Section 705.060](#) and [Section 705.120](#)) of the City Code governs utility disconnection policy by authorizing the City to assess delinquent charges and discontinue utility services for non-payment. In addition, the City of Smithville [Policy Manual](#) (which is approved by the Board of Aldermen) outlines the specific utility billing process for the City's customers. The City begins the billing process by gathering meter reads and uploading them into the billing software. The City contracts with a third-party vendor to print and mail utility bills, with the file going out no later than 12 PM on the third of the

month. Once customers receive their utility bill, they have until the 16th of the month to pay until the bill is considered “late”. Customers have 6 days thereafter to pay the bill before a late fee of 10% of the account balance is assessed on the 1st business day following the 21st of the month. Utility billing accounts in arrears more than \$75.00 at 8:00 AM on the first business day following the 26th of each month are subject to the disconnection of water service. A \$50.00 disconnection fee is applied to these utility accounts (no exceptions made) to recoup costs associated with staff time to disconnect the utilities.

Average Residential Bill and Shutoff Threshold

Staff calculated the average residential utility bill in the City of Smithville for residential account holders with ¾" and 1" meters. The average residential utility bill prior to rate adjustments effective November 1, 2021 was \$103.13. This average bill reflects average monthly water volume usage of 4,360 gallons and average monthly wastewater volume usage of 3,946 gallons and includes the monthly trash charge. Following rate adjustments effective November 1, 2021, the average residential bill increased to \$108.85.

Staff would like the Board of Aldermen to evaluate the utility disconnect threshold in conjunction with the average residential utility bill of \$108.85. The City of Smithville utility billing policy sets the utility disconnect threshold at \$75.00 for all utility customers and all accounts in arrears greater than \$75.00 are disconnected on the 1st business day following the 26th of the month. Increasing the disconnect threshold from \$75.00 to \$100.00 could give utility customers a greater threshold which is more in line with the average bill amount. Increasing the threshold would allow customers to have more latitude in cases where a bill may be difficult to pay on time or in a case where a customer simply misses a payment. Current policy allows utility customers to make payment arrangements. Customers can request an extension of 1 week past the cutoff date, meaning customers can have up to 7 days past the 1st business day after the 26th to pay their utility bill.

Credit Card Processing Fees

Currently, the City passes on a 2.5% credit card processing fee to utility customers who use cards to pay their utility bill. These processing fees are received by the City and then paid to the City's credit card processing vendor, ETS (Electronic Transaction Systems). ETS securely processes and manages credit/debit card activity for the City. During research, staff found that the City incurs about \$38,000 in credit card processing fees on an annual basis which is related to payment of utility bills. Staff would like the Board of Aldermen to explore whether to continue to pass this credit card processing fee onto the customer or to stop passing the fee onto the customer and instead bear the expense which is due to ETS.

Utility Disconnect Policy – Comparable Cities

Staff called and researched City code to better understand disconnect policy for comparable cities. The research is presented below:

- **Gladstone, MO:** The City of Gladstone assigns a delinquency status to accounts which are past due after 21 days of having a “past due” status. For those accounts with account balances higher than \$35.00, the City posts a “delinquency fee” to the account in the amount of \$25.00 and the account is subject to shutoff. The City Code states if payment is not received within 30 days of such bill, services may be discontinued.
- **Liberty, MO:** The City of Liberty issues a “delinquency status” each month to accounts 2 days following the due date of the bill. After 120 days of delinquency status, accounts past due with account balance over \$40.00 are subject to disconnection. The “reconnection” fee to have service turned back on is \$25.00. The City operates on two billing cycles and there is a 25-day window between the time in which the bills are mailed and the due date for the bill.
- **North Kansas City, MO:** The City of North Kansas City will disconnect accounts with have unpaid bills (account balances greater than \$10.00) around the 1st of the month. Per the City Code, the City assigns a delinquency status to all bills which are not paid after 20 days of producing/mailing the bills. Notification of this delinquency status is provided through mail, and if the bill is not paid within 10 days, disconnection will occur.
- **Kearney, MO:** The City of Kearney city code outlines utility billing policy. When bills are produced/mailed for the month, payment is due on the 10th following the month of they are produced. After the 10th of the month, any unpaid bills become delinquent. For unpaid delinquent bills following 30 days of having a “delinquency status”, service to the customer may be discontinued and shall not be reconnected until all past due bills are paid in full. A \$25.00 “reconnection fee” is applicable and the entire past due bill must be paid in full for turn-on to occur.
- **Raymore, MO:** The City of Raymore provides residents with 30 days to pay their utility bill before a “disconnect” period begins. The “disconnect” period last 10 days, and at the end of the 10 days, disconnect will occur on the utility account. The City does not have any specific threshold so any account balance amount will trigger this disconnection in service. The City charges a \$50.00 “reconnection” fee to have service reconnected.

- **Excelsior Springs, MO:** The City of Excelsior Springs will shutoff utility accounts which have an account balance of more than \$35.00 when the subsequent billing cycle comes around. The City charges a \$35.00 reconnection fee to have services reconnected.
- **Platte City, MO:** The City of Platte City assigns the due dates of bills on the 20th of the month. As the shutoff date approaches, the City makes multiple personal phone calls. Shutoffs are initiated on the 26th of each month and there is an \$80.00 account balance threshold meaning all accounts with balances of \$80.00 or higher are subject to shutoff. The City charges a \$25.00 reconnection fee to have accounts reconnected.
- **Weston, MO:** The City of Weston deems all accounts delinquent if payment is not received within 25 days after billing occurs. For accounts which spend 25 days this default/delinquency status, water service will be discontinued. The City of Weston assesses 3 separate disconnect charges depending on the number of times the customer has been disconnected previously. For 1st time disconnections, the charge is \$25.00. For 2nd time disconnections, the charge is \$50.00. For 3rd time disconnections, the charge is \$100.00. This “disconnection tally” is tracked over a period of 2 years and is reset after 2 years.
- **Blue Springs, MO:** The City of Blue Springs disconnects customers which have account balances greater than \$20.00 over 90 days (3 months old). The City charges a \$20.00 “service fee” to have services reconnected. Counting from the unpaid bill, when the third utility bill after the unpaid bill was received, goes out to indicate the amount past due, the bill is marked red and states “disconnect pending”.
- **Grain Valley, MO:** The City of Grain Valley has 2 billing cycles. The City of Grain Valley disconnects customers for account balances over the amount of \$20.00 for those bills unpaid after 1 month. Any amount over \$20.00 (the disconnect threshold) which is unpaid after 1 month from the time the bill is due, subjects the customer to shutoff via a delinquent letter. If the customer has not paid 7 days after the delinquent letter is provided, the account would be shutoff. A \$25.00 “service fee” is applicable for shutoffs. See this table for a detailed cycle procedure from the City of Grain Valley:

	Read	Date	Penalty Date	Delinquent Letter	Shut Off
Cycle 1	1st business day	Last day of month	1st business day of next month	1st business day of next month	8th or next business day of next month
Cycle 2	16th or next business day	15th or next business day of next month	16th or next business day after due date	16th or next business day after due date	23rd or next business day after delinquent notice

- **Oak Grove, MO:** The City of Oak Grove disconnects customers for account balances over the amount of \$25.00 which originates from the previous billing cycle. To reconnect services, the City charges a \$25.00 “reconnection” fee to have service restored. For example, if a customer has a balance over \$25.00 from the December 2021 cycle (which is billed in January), the customer needs to have the delinquent cycle paid below \$25.00 by February when the next bills are delivered to avoid disconnection.

Disconnection Fee Amount Research

The City of Smithville currently charges a disconnection fee of \$50.00. To find out if this disconnect fee is comparable to other jurisdictions, staff researched disconnection, reconnection, and delinquency fees for various comparable communities surrounding Smithville. Like Smithville, these comparable cities will charge this fee for disconnecting service, reconnecting service, or assess this fee as a “service” fee for reconnecting service. While these fees go by a variety of names, the fee is intended to recoup City staff costs associated with utility crews disconnecting or reconnecting utility customers for non-payment associated with shutoff. The findings for the amounts other communities charge for the disconnection/reconnection fee is presented in the table below:

Jurisdiction	Disconnection, Reconnection, or Delinquency Fee for Non-Payment
Gladstone, MO	\$25.00
Liberty, MO	\$25.00
Kearney, MO	\$25.00
Raymore, MO	\$50.00
Excelsior Springs, MO	\$35.00
Platte City, MO	\$25.00
Weston, MO	\$25.00 (1 st Time), \$50.00 (2 nd), \$100.00 (3 rd)

Blue Springs, MO	\$20.00
Grain Valley, MO	\$25.00
Oak Grove, MO	\$25.00
Smithville, MO	\$50.00

Staff recommends the Board consider lowering the disconnect fee to align with comparable cities. In 2021, the City received \$28,231 in revenue from disconnect fees. In 2020, this amount was much lower because shutoffs were suspended due to the COVID-19 pandemic. In 2020, the City received \$16,313 in revenue from disconnect fees.

Excluding water/wastewater impact fees, in FY2020, the CWWS Fund operated with revenues of \$4,155,855 and in FY2021, the fund operated with revenues of \$4,662,639. Disconnect fees represent a low percentage of total CWWS revenues (about 0.61% in 2021 and about 0.39% in 2020). Because this is such a low percentage, reducing the disconnect fee would not significantly affect CWWS revenues or the financial performance of the fund.