



SMITHVILLE, MISSOURI

Board of Aldermen - Regular Session

7:00 p.m.

August 4, 2020

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AGENDA



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda

August 4, 2020

7:00 pm or immediately following the Work Session – City Hall Council Chambers **Via Videoconference**

NOTICE: *Due to the Health Officer's orders for safety, public meetings and public comment during public meetings will require modification. The City of Smithville is committed to transparent public meetings and will continue this commitment during the COVID-19 crisis. 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. Attendance in person by members of the public will not be permitted.

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

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
 - Minutes
 - July 21, 2020 Board of Alderman Work Session Minutes
 - July 21, 2020 Board of Alderman Regular Session Minutes

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports
5. City Administrator's Report

ORDINANCES & RESOLUTIONS

- 6. Bill No. 2864-20, Zoning 2412 NE 157th Terrace to R-1B – 2nd Reading**
An Ordinance to approve the zoning of 2412 NE 157th Terrace, Lakeside Crossing recently annexed into the City Limits, to R-1B. The initial zoning needs to be set by the City. 2nd reading by title only.
- 7. Bill No. 2865,20 Rescind Ordinance 3062-20, Parks and Stormwater Tax – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Readings**
An Ordinance to rescind Ordinance 3062-20 and approve Bill No. 2866-20 for the half-cent sales tax for Parks and Stormwater with the corrected dates. 1st and 2nd readings by title only.
- 8. Bill No. 2866-20, Re-Adopt the Code of Ethics – 1st Reading**
An Ordinance to Re-Adopt the Code of Ethics that complies with Missouri Ethics Commission standards. 1st reading by title only.
- 9. Resolution 807, Special Event Permit, Humphrey's 100 Gravel Grinder**
A Resolution to approving a special event permit for Smithville Parks and Recreation for Humphrey's 100 Gravel Grinder Bike Race at Courtyard Park on Saturday, September 26, 2020.
- 10. Resolution 808, Acknowledging Emergency Purchase**
A Resolution acknowledging the emergency purchase of an expense for an amount of \$9,154.76 to purchase and installation of a new Lightnin MI5Q6 mixer from Mid-America Pump.
- 11. Resolution 809, Acknowledging Emergency Purchase**
A Resolution acknowledging the emergency purchase of an expense for an amount of \$17,255.60 for a culvert replacement and bank reconstruction on Cliff Drive. Repairs were done by Menke Excavating, LLC.
- 12. Resolution 810-812, CARES Act Funding**
Approve Resolutions related to CARES Act Funding.

 - A. Resolution 810, Award Bid No. 20-10, Wi-Fi at Heritage Park**
A Resolution to award Bid No. 20-10 to KCMOTech, LLC and authorize and direct the Mayor to execute an agreement in an amount not to exceed \$30,331.81.
 - B. Resolution 811, Award Bid No. 20-12, City Hall Audio/Visual**
A Resolution to award Bid No. 20-12 to Kansas City Audio-Visual and authorize and direct the Mayor to execute an agreement in an amount not to exceed \$49,367.35.
 - C. Resolution 812, June CARES Expenditures**
A Resolution to approve the eligible expenditures incurred between June 1, 2020 and June 30, 2020 totaling \$13,889.12 in the CARES Act Stimulus Fund.

OTHER MATTERS BEFORE THE BOARD

13. Public Comment

Pursuant to the public comment policy, **an email request must be submitted to the City Clerk at ldrummond@smithvillemo.org prior to the meeting.** When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.

14. 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](#).

15. Adjourn

CONSENT AGENDA

City of Smithville

Meeting Date: August 4, 2020**Department:** Administration**Agenda Item:** Consent Agenda**Summary:**

Voting to approve would approve the Board of Aldermen minutes.

Purpose:

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

Minutes

- Approve the July 21, 2020 Board of Alderman Work Session Minutes
- Approve the July 21, 2020 Board of Alderman Regular Session Minutes

Impact

| | |
|----------------------------|-----|
| Comprehensive Plan: | N/A |
| Economic Development Plan: | N/A |
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |
| Capital Improvement Plan: | N/A |
| Budget: | N/A |

Legislative History:

N/A

Suggested Action:

A motion to approve the consent agenda

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

Board of Aldermen July 21, 2020 Work Session Minutes

**SMITHVILLE BOARD OF ALDERMAN
WORK SESSION**

July 21, 2020 6:00 p.m.
City Hall Council Chambers

Due to the COVID-19 pandemic this meeting was held via teleconference.

Mayor, Aldermen, City Administrator, City Staff and City Attorney attended via the Zoom meeting app. The meeting was streamed live on the city's YouTube page with a link on the city's FaceBook page. Attendance in person by members of the public was not be permitted.

1. Call to Order

Mayor Pro Tem Bloemker called the Work Session meeting to order at 5:59 p.m. Board members present via Zoom: John Chevalier, Marv Atkins, Steve Sarver, Melissa Wilson and Dan Ulledahl. Mayor Boley was absent.

Staff present via Zoom: Cynthia Wagner, Nickie Lee, Chuck Soules, Dan Toleikis, Jack Hendrix, Matt Denton, Jason Lockridge and Linda Drummond.

2. Discussion of FY21 Employee Handbook

Nickie Lee, Assistant City Administrator, explained we do review our employee handbook every year for potential updates. This is a really good practice and basically ensures that we are keeping in compliance with best practices and any new human resources related laws. It also gives our employees an opportunity to give input to make sure that we are providing for our employees and giving guidance. Every year staff brings forward a few edits and proposals for the Board to review. Staff will then bring forward the amended Employee Handbook to adopt in September to be implemented in November with the new budget year.

The first recommended revision came from the City attorneys, pertaining to equal opportunity employment discrimination and sexual harassment. The definition and language in Section 3-1 Equal Employment Opportunity and Section 18-2 Discrimination and Sexual Harassment is something that ties to federal language. In consultation with City attorneys, staff is recommending adding the term "or any other characteristic protected by law" to be in compliance with recent and potential future changes in federal equal opportunity categories.

The next section is Temporary Assignment to Higher Level Positions and an example of that is when we had a director resign from Parks and Recreation and temporarily promoted an employee to the interim Parks and Recreation Director position. This is in section 6-11 and allows us to put someone in an interim role. This is definitely something that we still want to do however, the prior language really excluded only one example of a time when it might not apply. When someone is out on vacation, they would not need someone to fill in an interim role. This change ensures that the

language applied to any situation and would have to go through the City Administrator and through human resources rather than including and excluding a lot of different scenarios.

Nickie explained that Section 6-13 Call Back and On-Call is really the most significant section from an employee and management standpoint.

Section 6-13 Call-backBack and On-Call Time

Callback Definition: *A call back occurs whenever an employee is required to return to work after they have left work at the end of normal shift for that day.*

*Employees who have left their normal workplace and who are called back to work shall be credited for actual time worked regardless of the number of individual calls or a minimum of **one two (12)** hours, whichever is greater, except the minimum guarantee shall not apply to calls which occur within two (2) hours of a scheduled reporting time. All call-back time shall count as hours worked, including minimum guarantee time. Employees shall accumulate time from the time they begin to perform services for the City until they complete the services or are relieved from duty.*

Employees who are required to appear in court in conjunction with their duties for the City shall be treated as called-back employees if the court appearance does not fall within their work schedules.

On-Call Definition: *Some employees will be required to rotate on an on-call basis to provide adequate call-back coverage. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their department.*

Department Heads in consultation with Human Resources are responsible for determining the need for On-Call availability and for assigning employees to On-Call status. The supervisor of the employee assigned to On-Call status shall maintain a roster of all qualified employees who may be required to be On-Call. An equitable rotation policy shall be followed in requiring employees to be On-Call.

Employees scheduled and performing on call duty shall be paid one (1) hour regular pay for each weekday and two (2) hours pay for each weekend day and holiday in an on-call status regardless of whether or not they are called in to work. Employees who are on call are required to answer the call to return to work within one hour.

This really applies to utilities for times like the water main break we recently had. It is a perfect example of when an employee outside of their work hours has to come to work for any reason. It can also be a police issue or it really could be an issue for an hourly employee if they have to be called back in to work.

We are recommending adding on-call time that will actually compensate an employee for when they're on-call. The on-call time only applies for an employee when they are on-call and do not end up coming to work that day.

Section 8-5 acknowledges that there are times when an employee has a telecommuting work schedule. That section of the handbook really only encompassed a traditional work schedule. It basically said most employees come to the office Monday through Friday. Staff has added a section that captured this scenario where somebody may telework.

Section 11-5 – Shared Leave Policy is a policy that we added with last year's handbook. It provides a shared leave pool for an employee who has a personal circumstance, typically medical, where they utilize all of their own sick time and vacation time and would need to receive donated time from other employees. The City attorneys recommended language be added that would capture the use of information that if that employee discloses something through the process, it would become part of their employees file. They also recommended we strike some language that referred to HIPAA privacy because those rules only apply in a medical setting, so using that language is irrelevant in this case. We will still protect employee information.

Section 11-5 –Shared Leave Policy

A. Purpose

The purpose of this section is to establish a Shared Leave Program to provide additional paid leave to employees who are eligible to earn leave benefits who have exhausted all of the accrued leave time due to a serious personal or immediate family illness or injury which is life threatening, catastrophic or resulting in a permanent disability.

B. Use of Information

The Employee acknowledges that any information and documents presented to the City in support of an application for withdrawal from the Shared Leave Pool may be used by the City for any reasonable employment related matter.

B.C. Definitions

Shared Leave Pool Employee Pool – Defined as a City-wide pool which receives voluntary contributions of vacation or sick credits from employees eligible and converts it into leave credits to be used by eligible employees on behalf of themselves.

Shared Leave Committee – The "Shared Leave Committee" is a City-wide committee appointed by the City Administrator based on employee applications. It is comprised of four (4) fulltime employees which must include a Human Resources representative.

For the purposes of this policy the term "immediate family member" shall mean parent(s), Spouse or Significant other, child(ren) (including stepchild(ren) or foster child(ren).

Donation of Vacation or Sick Time – Any employee that earns leave benefits is eligible to donate vacation or sick credits to the employee pool subject to the following conditions:

- 1) Contributions must be of at least one hour and employee must maintain an accrual of at least 40 sick hours.*
- 2) Contributions will be converted to leave credits on an hour-for-hour basis.*
- 3) Contributions made cannot subsequently be returned to the employee.*
- 4) Employees may donate to the pool a maximum of 40 sick hours in any one calendar year.*
- 3)5) Employees may not donate to the pool after having been terminated, resigned or have given notice of his/her retirement.*
- 4)6) Employees may donate to the pool by submitting a Shared Leave Donations Form to their supervisor. Supervisors should submit the completed, approved form in order for the leave.*

Section 12-12 Paid Administrative Leave previously only applied in a scenario in which there was discipline. The recommended policy addition applies where administration direct staff not come to work, but employees will still be paid. This was identified due to the coronavirus response, where an employee was compensated when they do not actually come to work. This should be used minimally and only with City Administrator and Mayor approval. This is not something that we anticipate would ever be widely used, but we want to make sure that there is a double approval process.

Section 20-06 Employer-Issued Laptop Policy was added to acknowledge employee use of take-home technology. With the coronavirus we realized we did not have a policy for employee use of City laptops. This policy ensures that it is clear to the employee that they are responsible for their City issued laptops.

Section 20-6 Employer-Issued Laptop Policy

At the discretion of the City Administrator, city employees may be issued one (1) laptop of the City's choosing for use during working hours and/or after hours in the office or at the employees' homes.

Each person assigned a laptop is responsible for its proper care and use. Each employee will be responsible for replacement of the laptop or the deductible on damage or loss during non-working conditions. Loss or damage caused during normal working conditions other than gross neglect will be the responsibility of the City.

Upon resignation, termination of employment, or at any time upon request, the employee will be asked to produce the equipment for return or inspection. Employees unable to present the equipment in good working condition within a reasonable time period (i.e., 24 hours) will bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on

unsatisfactory terms. Any outstanding debt will be deducted from the employee's final paycheck.

Any misuse or abuse of the laptop or this policy shall be subject to any discipline up to and including termination under this Employee Handbook.

Section 20-8 Telecommuting Policy was added not just for the situation of coronavirus but if we have an employee that is wanting to use telecommuting or working from home on a regular basis. This policy outlines how the employee would work through the process with Human Resources and their Department Director about what expectations are, what their hours might be, what their responsibilities are, and whether they have the kind of job that would apply to teleworking.

Section 20-8 Telecommuting Policy

General Information: The occasionally permits employees to telecommute when the employee's

Department Head, and City Administrator evaluates the telecommute request and approves it. When evaluating the request, the Department Head must determine that the employee can effectively perform the job duties of the position while telecommuting. The Department Head must also determine that the telecommuting arrangement conforms with applicable regulations and policies.

Telecommuting may be appropriate for some employees and positions but not for others. Telecommuting is not an entitlement, it is not a Citywide benefit, and it in no way changes the terms and conditions of employment with the City.

Telecommuting Definition: For the purpose of this policy, telecommuting refers to an arrangement where an employee occasionally or regularly works from home or from a location away from the normal workplace.

Arrangements may be made on an as-needed basis for circumstances such as inclement weather, special projects, business travel, family and medical leave, and other temporary situations as deemed appropriate by the Department Head and City Administrator.

All telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

Eligibility: Individuals requesting telecommuting arrangements must be employed with the City for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record. This policy may apply in situations such as a pandemic or weather-related event.

Before entering into any telecommuting arrangement, the employee and Department Head, with the assistance of Human Resources, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability: The employee and Department Head will assess the needs and work habits of the employee. Considerations include how well the employee has demonstrated the kind of skills and work habits that working from home will require.
- Job responsibilities: The employee and Department Head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workplace design considerations and scheduling issues.
- Department readiness for telecommuting: Ensure that the teleworking employee will continue to get work done effectively. Determine the following:
 - o How will the Department Head and co-workers stay informed about the employee's productivity?
 - o How will the department and employee communicate?
 - o When is in-person attendance required?
- Other practical details, including technology access, equipment needs, time and leave accounting, and any safety concerns.

Related policies and practices: Both Department Heads and employees must understand and comply with the following policies:

- Security: Consistent with the City's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential city information, including, but not limited to:
 - o Personal and financial information belonging to city residents and employees
 - o Other confidential information belonging to, or in the care of, the City
 - o Certain documents containing sensitive information should not be removed from the business office, including but not limited to: protected health information; financial records belonging to the City, employees, or residents; or other sensitive information as determined by the Department Head and/or City Administrator.
- Public Records Disclosure: The work employees do while telecommuting remains subject to City and other applicable regulations including the Missouri Sunshine Law, regardless of the use of a City-issued device, or a personal device.
- Overtime eligible employees: For non-exempt employees, work performed off site is compensable and subject to Fair Labor Standard Act (FLSA) overtime regulations. It is the responsibility of the employee to accurately track and report their time worked.
Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.
- Workers' Compensation: Telecommuting employees are covered by workers' compensation for job-related injuries that occur in the course and scope of

employment. When the telecommute site is in the home, workers' compensation does not cover injuries that are not job related.

Mayor Pro Tem Bloemker said that the Employee Handbook changes would come back before the Board in September to be implemented on November 1.

3. Discussion of FY21 Compensation Plan

Nickie Lee, Assistant City Administrator, stated this is a very similar process and timeline to the handbook updates. This is a review that is done annually with the budget process where we review every position description and the pay scale and pay plan. That way we can ensure when presenting the budget that it reflects some of the best practices and encompasses any changes that we may need to our positions for that coming year.

One of the most important things that staff does is look to see what our peers are doing for the upcoming budget year. Staff makes phone calls to cities in the northland, look across the state and at cities all across the Kansas City metro. Not only does staff talk to them about their proposed salary increases to employees but discuss actual pay scales to make sure that our positions are in line with their positions.

This year there are a lot of differences especially related to coronavirus. Staff found that not few communities are including COLA or cost-of-living. A lot of this is due to the .4% CPI growth for the past 12 months. Previously we did a cost of living increase for all employees in the fall. Last year we did not do across the board increases but tied any increases to merit instead. What we did do was increase the salary ranges to keep up with that cost of living, so even if the employee pay was not increased, we wanted the range to increase to keep up with the market. We found that since CPI is averaging less than 1%, we are not proposing the changes be adjusted.

Last year and the previous year we started a new evaluation process for employees. In the spring, every employee is evaluated. Employees increases are based performance evaluations. This has been a very positive process and it has put a lot of accountability on employees and on departments heads to recognize the pay increase based on merit.

Staff is recommending another 3% merit pool in this year's budget. This is consistent with what we see in peer organizations across the Kansas City metropolitan area.

Nickie then explained a couple department specific changes, one would be that we are not proposing any kind of across the board range adjustments. There are several positions in the organization that we did adjust the range but not their pay based on a couple of key metrics, one would be that we are making sure that employees that are in positions similar to other positions in the city have similar pay bands. Staff has found that before you might have a crew leader in one department

whose pay range was completely different than a crew leader in another department. Staff is making an effort that we have consistency and compensation based on employee responsibilities. The one key area where we found that really varied was in the department directors. For example, you might look at the police chief minimum and maximum were around \$1,000 off from another department director. Staff has synced up a couple of different bands of Department Directors to ensure that the dollar amounts matched. Staff wants to make sure in going forward that those also sync up so that there is some consistency and fairness across the organization.

There were several other positions where staff did increase the maximum because we found that those maximums were arbitrarily low compared to similar positions in other departments. In all the situations she just explained, none of those employees were recommended to receive any kind of increase for the adjustment, it is just widening the range.

The merit adjustment in the budget process will have a \$42,000 impact to the General Fund and a little over \$12,000 to the Utility Funds. We do have some employees who if they are at the top of their pay range may receive a lump-sum payment instead of full 3%. That is only if they receive the successful rating or above on their evaluation process.

Staff is recommending one change in the Development Department. Staff found in looking at other organizations and looking at what our employee responsibilities are, other cities with a similar position called the position a permit technician. This position title really better captures the needs of our citizens for the Development Department.

In the rest of the Compensation Plan there are some minor changes to position descriptions. They might be modifying requirements for the job or a technicality in the kind of code that we use.

Nickie explained that for now staff has left the Police Department position descriptions as is. Staff plans to address those in the fall when we bring forward the discussion of the Police Department as a whole.

Mayor ProTem Bloemker thanked staff for their work on these items.

4. Adjourn

Mayor Pro Tem Bloemker declared the Work Session adjourned at 6:20 p.m. and the Board proceeded with the Regular Session.

Linda Drummond, City Clerk

Jeff Bloemker, Mayor Pro Tem

Board of Aldermen July 21, 2020 Regular Session Minutes

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

July 21, 2020 7:00 p.m. or immediately following the Work Session
City Hall Council Chambers

Due to the COVID-19 pandemic this meeting was held via teleconference.

Mayor Pro Tem, Aldermen and staff attended via Zoom meeting. The meeting was streamed live on the city's FaceBook page. Attendance in person by members of the public was not permitted.

1. Call to Order

Mayor Pro Tem Bloemker, present, called the meeting to order at 6:21 p.m. A quorum of the Board was present via Zoom meeting: Steve Sarver, Marv Atkins, John Chevalier, Dan Ulledahl and Melissa Wilson. Mayor Boley was absent. Staff present via Zoom: Cynthia Wagner, Nickie Lee, Chuck Soules, Chief Jason Lockridge, Jack Hendrix, Dan Toleikis, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Alderman Ulledahl

3. Consent Agenda

- **Minutes**

- July 7, 2020 Board of Alderman Work Session Minutes
- July 7, 2020 Board of Alderman Regular Session Minutes

- **Finance Report**

- Financial Report for July

No discussion.

Alderman Sarver moved to approve the consent agenda. Alderwoman Wilson seconded the motion.

Ayes – 6, Noes – 0, motion carries. The Mayor Pro Tem declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderwoman Wilson reported on the July 7 Planning and Zoning Commission. She stated that it was shared we have 25 single family residential permits year-to-date, that number is way down. There is a lot of activity this year on the commercial side, Porter's is targeting hopefully the middle of October to be open and Price Chopper may be a little bit behind that there are some timing issues. The Herzog Foundation could possibly bring something before the Planning Commission in September.

5. City Administrator's Report

Cynthia reported that she had some follow up information on items included in the packet and a couple of new items to report on. She acknowledged and thanked the extra efforts of our water department staff for their work last week in response to a water line break on the north end of town. She said that with the significant amount of rainfall we had it made locating the leak difficult and when the leak was finally found it was under a creek. It was a tremendous amount of work and a long day for staff and we appreciate their efforts.

Included in the packet is a report from Chuck Soules, Public Works Director, on the closing out of the pump station project. She asked that if the Board had any questions about the that please let staff know.

Cynthia reminded everyone to RSVP to attend the Comprehensive Plan Focus Group meetings next week. There will hybrid meetings throughout the week Monday through Thursday, starting at 4:00 p.m. and should be wrapped up by 6:00 p.m. She said she believes there is actually about an hour-and-a-half agenda. We will offer Zoom opportunities or in person at the High School in the Performing Arts Center. For those who do attend at the high school, masks and social distancing will be required based on Clay County Public Health Center's recommendations.

Monday, July 27 - Housing and Neighborhood Options

Tuesday, July 28 - Business and Economic Development

Wednesday, July 29 - Recreation and Connectivity

Thursday, July 30 - Small-town Feel and Sense of Community

Cynthia stated that she and Jack Hendrix, Development Director, had communications with the Corps of Engineers about the proposed annexation of Smith's Fork Park.



Cynthia said that after discussion with the Board in June, she sent a letter to the Corp of Engineers to begin the process to annex Smith's Fork Park. Discussion today expands the potential annexation area. The expanded map area shows that it includes not only Smith's Fork Park, but also the control tower at the dam, the Visitor Center, Litton Way, the Overlook and the maintenance shop. She explained that the Corps is looking to expand law enforcement support to their Park Rangers. She said with Board approval, staff will send the map to the Corp of Engineers along with hard copy of the letter that she emailed to them earlier, they will then forward it up their chain of command for review. The Corps will be recommending that we provide law enforcement assistance. Laura Vacca, with the Corps of Engineers, has indicated that we may have a response from the Corps for additional maintenance on the part of the city for the tow road and the parking lots. Cynthia said that would be something that we can look at in the future, but she believes that is probably a fair trade off.

Reminders for the Board:

August 3 there is a Board and School District joint meeting.

August 4 Board of Alderman Meeting will be held as a hybrid meeting. Board members who wish to meet in the Council Chamber may, others join meet via Zoom. Masks and social distancing will be required. The new sound system will not be in but the bid is scheduled to be awarded at that meeting.

ORDINANCES & RESOLUTIONS

6. Bill No. 2864-20, Zoning 2412 NE 157th Terrace to R-1B – 1st Reading

Alderman Sarver moved to approve Bill No. 2864-20, to the zoning of 2412 NE 157th Terrace, Lakeside Crossing that was recently annexed into the City Limits, to R-1B. The initial zoning needs to be set by the City. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote via teleconference:

Alderman Sarver – Aye, Alderwoman Wilson – Aye, Alderman Atkins – Aye, Alderman Ulledahl – Aye, Alderman Chevalier – Aye, Mayor Pro Tem Bloemker – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Bill No. 2864-20 approved.

7. Resolution 799, Hazardous Mitigation Plan

Alderman Atkins moved to approve Resolution 799, to adopt the 2020 Multi-Jurisdictional Hazard Mitigation Plan required by FEMA. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 799 approved.

8. Resolution 800, Award Bid No. 20-07, East Main Street Trail

Alderman Chevalier moved to approve Resolution 800, to award Bid No. 20-07 and authorize and direct the Mayor Pro-Tem to enter into an agreement with Amino Brothers Co., Inc for the amount of \$1,297,786.10 and authorize a contingency/force account in an amount of \$50,000. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 800 approved.

9. Resolution 801, Assessment of Utility Late Fees

Alderman Sarver moved to approve Resolution 801, approving the reinstatement of the application of delinquent charges and continued suspension of discontinuance of water service. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 801 approved.

10. Resolution 802, Nehemiah Festival 2020

Alderman Chevalier moved to approve Resolution 802, authorizing, and directing the Mayor Pro Tem to execute an agreement with Grace Community Church for use of Smith's Fork Park to host a music festival. Alderman Sarver seconded the motion.

Mayor Pro Tem Bloemker asked if they would get a refund if they had to cancel?

Cynthia said that they would.

Public Comment

David Lin spoke to the Board about how he liked the agreement this year and explained how they had used an agreement with the City in the very first years. He said this is the 14th year for this event. He said that this agreement really clarifies a lot of the things that they lost in the last few years when the City changed just to the Facility Use Application. He explained that in the last few years they were able to ask for the Economic Development Event Assistance, but this year there were some timing issues and they missed out on the assistance. Mr. Lin said they always want to try to get the community more involved in this and he is appealing to the Board to consider possibly considering being a co-sponsor for the event. He also said that City staff had been very good to work with.

No further discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 802 approved.

11. Resolution 803, City Hall Improvement Contract Addendum No. 1

Alderman Chevalier moved to approve Resolution 803, to approve Addendum No. 1 to the contract with Bruner Contracting Co., LLC for an additional amount of \$5,168. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 803 approved.

12. Resolution 804-805, CARES Act Funding

Approve Resolutions related to CARES Act Funding.

A. Resolution 804, Award Business Grants

Alderman Sarver moved to approve Resolution 804, to authorize distribution of the small business grants as recommended by Clay County EDC and reviewed by the Board of Aldermen. Alderman Ulledahl seconded the motion.

Mayor Pro Tem Bloemker thanked Clay County Economic Development Committee for their help with the process.

Ayes – 6, Noes – 0, motion carries. Mayor Pro Tem Bloemker declared Resolution 804 approved.

B. Resolution 805, Award Bid No. 20-09, Touchless Fixtures

Alderman Chevalier moved to approve Resolution 805, to award Bid No. 20-09 to Lexington Plumbing and authorize and direct the Mayor Pro-Tem to execute an agreement in an amount not to exceed \$124,000. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 805 approved.

13. Resolution 806, Addendum to the City Administrator's Contract

Alderman Sarver moved to approve Resolution 806, to approve the addendum to the contract with Cynthia Wagner for services as City Administrator based on the review conducted by the Board of Aldermen. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 806 approved.

OTHER MATTERS BEFORE THE BOARD

14. Public Comment

None

15. New Business from the Floor

None

16. Adjourn

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

Ayes – 6, Noes – 0, motion carries via teleconference. Mayor Pro Tem Bloemker declared the regular session adjourned at 6:41 p.m.

Linda Drummond, City Clerk

Jeff Bloemker, Mayor Pro Tem

CITY ADMINISTRATOR'S REPORT



City Administrator's Report

July 29, 2020

Updates on Main Street Water Line and Other Repairs

Please see attached memo from Public Works Director Chuck Soules regarding status and recommendations relating to improvements on the east Main Street corridor. Work in this area will continue over the next several months as the Main Street Trail and Streetscape East projects proceed.

Comprehensive Plan Update


Four separate focus group sessions have occurred this week, each with very good participation. The consulting team will take this information to create follow up "homework" for the community – providing opportunities to respond to scenarios, provide density preferences, etc.

The next session of public input will be late in August, with Zoom and in person opportunities again.

Summaries of the work and homework/community follow-up can all be found on the portal: <https://lab.future-iq.com/city-of-smithville-comprehensive-planning-process-2020/>

Certified Municipal Clerk

City Clerk Linda Drummond received notification this week that she has fulfilled all the requirements to achieve Certified Municipal Clerk status with the International Institute of Municipal Clerks. Linda is already a Missouri Registered City Clerk.

| | |
|---|------------------------------------|
|  | STAFF REPORT |
| Date: | July 28, 2020 |
| To: | Cynthia Wagner, City Administrator |
| From | Charles Soules, Director of PW |
| Subject: | Main Street Water Line |

Menke Excavation is currently installing a new 8-inch water main on Main Street and Liberty Drive. The main is complete and there are approximately 40 service lines that will be replaced and connected to the new main. As part of the contract, Menke will repair the street with a 7-inch concrete cap and two-inch asphalt surface. The waterline is on the south side of Main Street under the pavement and the new water services will make additional cuts in the street.

The Main Street Trail Project is also getting ready to begin. With this project, there are four cross-road pipes of varying sizes (24 inch to 36 inch) that will be replaced and Main Street will have additional patching completed.

Additionally, in the next couple months we will bid the Streetscape Phase II project, which includes milling and overlaying Main Street from Commercial to Liberty.

I am recommending that instead of having Menke restore Main Street by squaring up the trench lines and installing a two-inch asphalt surface, that we fill the excavations with concrete. The surface would be level and drivable (not the loose temporary rock that currently exists). The appearance would look "patchy", but the asphalt patches would also have a similar appearance. When both the Main Street Waterline and the Trail Projects are complete, the Streetscape project will mill and overlay the street providing a uniform and consistent appearance (anticipated next spring). By doing this we would not be tearing out repairs just completed. There is a cost savings of approximately \$25,000. The savings is derived from Menke not having to square up the excavations nor have an asphalt sub-contractor come to town to complete this asphalt surface (which is a small quantity). The Streetscape project is going to mill and overlay Main Street, next Spring.

Although there is a savings to the waterline project, I would also recommend that we extend the mill and overlay on the Streetscape project to Lakeland/Helvey Park Drive (which is where the waterline ties in) and include Liberty Drive. This would completely resurface the area that the waterline project has disturbed.

Please let me know if there are any questions.

ZONING 2412 NE 157TH TERRACE**City of Smithville****Meeting Date:** July 21, 2020**Department:** Development**Agenda Item:** Bill No. 2864-20, Zoning 2412 NE 157th Terrace, 2nd Reading**Summary:**

Approving this ordinance would set the initial zoning on this property to R-1B.

Purpose:

The property was annexed on July 7 by Ordinance 3065-20 and the initial zoning must be set. A public hearing before the Planning Commission was held on July 14, 2020 for setting the initial zoning on the property. The Planning Commission recommended to set the zoning as R-1B, to match the adjacent zoning classifications.

The property is a single-family residential home in the Lakeside Crossing subdivision. It was one of 11 lots not inside the city limits, but with the annexation last meeting, there are now only 10.

Impact:

| | |
|----------------------------|----------|
| Comprehensive Plan: | Complies |
| Economic Development Plan: | n/a |
| Parks Master Plan: | n/a |
| Strategic Plan: | Complies |
| Capital Improvement Plan: | n/a |
| Budget: | n/a |

Legislative History:

Annexed on July 7, 2020 via Ord. 3065-20

Suggested Action:

A motion to approve Bill No. 2864-20 for Second Reading by Title Only to set the initial zoning of 2412 NE 157th Terrace.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☒ Ordinance ☐ Resolution ☐ Minutes ☒ Other: Findings of Fact

***FINDING OF FACTS AND
CONCLUSIONS OF LAW***

Applicant: Judith Whaley

Land Use Proposed: R-1B

Zoning: County Single Family

Property Location: 2412 NE 157th Ter.

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 in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on July 14, 2020, 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 existing Comprehensive Plan was approved on October 6, 2005 and calls for low density housing. 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 hearing on July 14, 2020, 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. 2864-20

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 on May 7, 2020 for property located at 2412 NE 157th Terrace; and

WHEREAS, after the property was annexed, the City is required to designate the initial zoning of newly annexed property, so a Public Hearing was conducted before the Planning Commission on July 14, 2020; 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 11, 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 _____ DAY OF _____, 20____

Mayor

ATTEST:

City Clerk

First Reading: 7/21/2020

Second Reading / /

Exhibit A

All that part of the North one half of Section 36, Township 34, Range 33, Clay County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 36; thence North 89 degrees 49 minutes 48 seconds East along the North line of the Northeast Quarter of said Section 36, a distance of 662.69 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 36; thence South 0 degrees 20 minutes 18 seconds West along the East line of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 663.23 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 36; thence North 89 degrees 50 minutes 00 seconds East along the South line of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 590.45 feet to the West line of the East 170 Acres of said Section 36; thence South 0 degrees 26 minutes 29 seconds West along the West line of the East 170 Acres of said Section 36, a distance of 114.37 feet; thence North 89 degrees 43 minutes 06 seconds West, a distance of 971.22 feet; thence South 56 degrees 32 minutes 56 seconds West, a distance of 98.83 feet; thence South 46 degrees 04 minutes 14 seconds West, a distance of 376.49 feet to the most Westerly corner of Tract "G", HARBOR LAKE FIFTH PLAT, a subdivision of land in the City of Smithville, Clay County, Missouri; thence North 89 degrees 43 minutes 06 seconds West, a distance of 238.15 feet; thence South 13 degrees 23 minutes 08 seconds West, a distance of 70.00 feet; thence North 89 degrees 43 minutes 06 seconds West, a distance of 1004.87 feet to a point on the East line of Lot 1, CARTER FARMS, a subdivision of land in the City of Smithville, Clay County, Missouri; thence North 00 degrees 34 minutes 50 seconds East, along the East line of said Lot 1, a distance of 60.52 feet to the Northeast corner of said Lot 1; thence North 89 degrees 28 minutes 47 seconds West, along the North line of said Lot 1, a distance of 528.68 feet to the Northwest corner of said Lot 1, said point also being on the East right of way line of Missouri State Highway "F"; thence North 0 degrees 34 minutes 50 seconds East along said right of way line, a distance of 794.51 feet; thence along said right of way line, along a curve to the left, tangent to the last described course, having a radius of 349.73 feet, an arc distance of 66.19 feet; thence South 89 degrees 38 minutes 07 seconds East, a distance of 192.23 feet; thence North 0 degrees 35 minutes 50 seconds East, a distance of 233.0 feet to the North line of the Northwest Quarter of said Section 36; thence South 89 degrees 38 minutes 07 seconds East along said line, a distance of 1666.64 feet to the point of beginning. Said tract contains 60.87 acres more or less.

RESCEND ORDINANCE 3062-20 PARKS AND STORMWATER TAX



City of Smithville

Meeting Date: August 4, 2020

Department: Parks & Recreation
Public Works (Streets)
Finance

Agenda Item: Bill No. 2865-20, Rescinding Ordinance 3062-20 and Authorizing the City to Impose a Parks & Stormwater Sales Tax

Summary:

Ordinance 3062-20 was approved by the Board of Aldermen at its June 16 Regular Session and authorized the City to impose a Parks and Stormwater Sales Tax in the amount of one-half of one percent until December 31, 2040 in accordance with the June 2, 2020 Municipal Election. The December 31, 2040 date included in the Ordinance needs to be corrected to September 30, 2040.

Purpose:

The ballot language identified a tax collection period of 20 years from the date on which the tax is first imposed. By Sections 32.085 and 32.087, RSMo., the tax starts the first day of the second quarter following receipt by the Missouri Department of Revenue. Ordinance 3062-20 was approved on June 16, 2020 and sent to the Missouri Department of Revenue the following day. The first day of the second quarter following that notice is October 31, 2020. Therefore, the end date will be twenty years later, or September 30, 2040. However, Ordinance 3062-20 incorrectly listed an ending date of December 31, 2040.

Staff checked with the Missouri Department of Revenue on the language in Ordinance 2998-18, Imposing a Capital Improvement Sales Tax until December 31, 2038, which went into effect October 1, 2018. However, the ballot language for that tax specifically listed December 31, 2038 as the ending date (as opposed to 20 years). This tax will essentially run for 20 years and 3 months, and no changes are necessary for the capital improvement sales tax.

This Ordinance has been sponsored as an emergency ordinance by Mayor Boley in order to allow for submission of this revised Ordinance to the Missouri State Department of Revenue on August 5, 2020.

Impact:

| | |
|----------------------------|--------------------|
| Comprehensive Plan: | Significant Impact |
| Economic Development Plan: | Significant Impact |

| | |
|--|--------------------|
| Parks Master Plan: | Significant Impact |
| Strategic Plan: | Significant Impact |
| Capital Improvement Plan: | Significant Impact |
| Budget: | Significant Impact |
| Legislative History: | |
| Municipal Elections are held every year, typically in April. Due to Executive Order of Governor Mike Parson, the April 7, 2020 Municipal Elections were postponed to June 2, 2020 in response to COVID-19. | |
| Suggested Action: | |
| A motion to approve Bill No. 2865-20, for first reading by title only. If approved, a motion to approve Bill No. 2865-20 for second reading by title only. | |
| Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report | |
| <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: Ordinance 3062-20 | |

BILL NO. 2865-20

ORDINANCE NO. XXXX-20

ORDINANCE RESCINDING ORDINANCE 3062-20 AND AUTHORIZING THE CITY TO IMPOSE A PARKS & STORMWATER SALES TAX OF ONE-HALF PERCENT UNTIL SEPTEMBER 30, 2040 FOR THE PURPOSE OF PROVIDING FUNDING FOR STORMWATER CONTROL AND LOCAL PARKS FOR THE CITY OF SMITHVILLE, MISSOURI.

WHEREAS, Smithville, Missouri (the "City"), is authorized under Section 94.577, RSMo (the "Act"), to impose a parks & stormwater sales tax of one-half of one percent until September 30, 2040 upon retail sales under the provisions of Section 144.010 to 144.525, RSMo, for the purpose of operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control; and

WHEREAS, pursuant to Ordinance 3053-20 of the City (the "Authorizing Ordinance"), the Board of Aldermen ordered an election to be held in the City on June 2, 2020, for the purpose of submitting to the qualified voters of the City the following question:

QUESTION

Shall the City of Smithville, Missouri impose a sales tax of one-half of one percent for a period of twenty years from the date on which such tax is first imposed for the purpose of providing funding for storm water control and local parks for the City of Smithville, Missouri?

and the votes cast at said election were duly canvassed as provided by law, and it was found and declared that a majority of the qualified voters of the City voting at said election on said question voted in favor of the imposition of said capital improvement sales tax; and

WHEREAS, Ordinance 3062-20 incorrectly identified December 31, 2040 as the period ending date for collection of the tax; and

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

THAT Ordinance 3062-20 is hereby rescinded; and

Section 1. With the approval on June 2, 2020 by a majority of the qualified voters voting thereon of the above-referenced question, the Board of Aldermen hereby authorizes the City to impose a parks and stormwater sales tax of one-half of one percent until September 30, 2040 for the purpose of

operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control; and

Section 2. The City Clerk is hereby ordered to forward to the Department of Revenue, by United States registered or certified mail, a certified copy of this Ordinance and the Authorizing Ordinance and certifications of the election results on the question at the April 2, 2020. The parks and stormwater sales tax imposed by this Ordinance shall continue to be imposed until September 30, 2040, as provided by the Act, by Sections 32.085 and 32.087, RSMo., as amended, and by all other applicable laws, and shall be used for the purposes hereinabove authorized.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF SMITHVILLE,
MISSOURI THIS 4TH DAY OF AUGUST 2020.**

[SEAL]

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/04/2020

Second Reading: 08/04/2020

BILL NO. 2860-20

ORDINANCE NO. 3062-20

**ORDINANCE AUTHORIZING THE CITY TO IMPOSE A
PARKS & STORMWATER SALES TAX OF ONE-HALF
PERCENT UNTIL DECEMBER 31, 2040 FOR THE
PURPOSE OF PROVIDING FUNDING FOR
STORMWATER CONTROL AND LOCAL PARKS FOR THE
CITY OF SMITHVILLE, MISSOURI.**

WHEREAS, Smithville, Missouri (the "City"), is authorized under Section 94.577, RSMo (the "Act"), to impose a parks & stormwater sales tax of one-half of one percent until December 31, 2040 upon retail sales under the provisions of Section 144.010 to 144.525, RSMo, for the purpose of operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control; and

WHEREAS, pursuant to Ordinance 3053-20 of the City (the "Authorizing Ordinance"), the Board of Aldermen ordered an election to be held in the City on June 2, 2020, for the purpose of submitting to the qualified voters of the City the following question:

QUESTION

**Shall the City of Smithville, Missouri impose a sales tax
of one-half of one percent for a period of twenty years
from the date on which such tax is first imposed for
the purpose of providing funding for storm water
control and local parks for the City of Smithville,
Missouri?**

and the votes cast at said election were duly canvassed as provided by law, and it was found and declared that a majority of the qualified voters of the City voting at said election on said question voted in favor of the imposition of said capital improvement sales tax;

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

Section 1. With the approval on June 2, 2020 by a majority of the qualified voters voting thereon of the above-referenced question, the Board of Aldermen hereby authorizes the City to impose a parks and stormwater sales tax of one-half of one percent until December 31, 2040 for the purpose of operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control; and

Section 2. The City Clerk is hereby ordered to forward to the Department of Revenue, by United States registered or certified mail, a certified copy of this Ordinance and the Authorizing Ordinance and certifications of the election results on the question at the April 2, 2020. The parks and stormwater sales tax imposed by this Ordinance shall continue to be imposed until December 31, 2040, as provided by the Act, by Sections 32.085 and 32.087, RSMo., as amended, and by all other applicable laws, and shall be used for the purposes hereinabove authorized.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF SMITHVILLE,
MISSOURI THIS 16TH DAY OF JUNE 2020.**

[SEAL]


Damien Boley, Mayor

ATTEST:


Linda Drummond, City Clerk

First Reading: 06/16/2020

Second Reading: 06/16/2020

RE-ADOPT THE CODE OF ETHICS



City of Smithville

Meeting Date: August 4, 2020

Department: Administration

Agenda Item: Bill No. 2866-20, Re-adopt the Code of Ethics - First Reading

Summary:

Every year the Board is required by state law to review and re-adopt its Code of Ethics with election of new Board members. The present form of the Code of Ethics is included in the packet and recommended for re-adoption.

Purpose:

To maintain the integrity of City government and comply with state law.

Impact:

| | |
|----------------------------|-----------|
| Comprehensive Plan: | No Impact |
| Economic Development Plan: | No Impact |
| Parks Master Plan: | No Impact |
| Strategic Plan: | No Impact |
| Capital Improvement Plan: | No Impact |
| Budget: | No Impact |

Legislative History:

Suggested Action:

A motion to approve Bill No. 2866-20, Re-adoption of the Code of Ethics, for first reading by title only.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report

☒ Ordinance ☐ Resolution ☐ Minutes ☒ Other: RSMO Section 135

BILL NO. 2866-20

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 135 OF THE CODE OF ORDINANCES

WHEREAS Section 105.485.4 RSMo allows political subdivisions the option of adopting their own method of disclosing conflicts of interest and personal financial disclosure. State laws require that this ordinance/resolution be adopted biennially by September 15th; and

WHEREAS the City currently provides by ordinance in Chapter 135 for procedures for compliance with ethics requirements; and

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

Section 1. Chapter 135 of the Code of Ordinances of the City of Smithville, Missouri is hereby deleted in its entirety, and a new Chapter 135 is hereby enacted, to be read and numbered as follows:

CHAPTER 135: CODE OF ETHICS

SECTION 135.010: DECLARATION OF POLICY

It is the policy of the City of Smithville, Missouri, to uphold, promote and demand ethical conduct from its elected and appointed public officials (hereinafter "public officials"). The citizens and businesses of the City are entitled to have fair, ethical and accountable local government. The City recognizes the importance of codifying and making known to the general public the ethical principles that guide the work of public officials. Public officials of the City are to maintain the highest standards of personal integrity, truthfulness and fairness in carrying out their public duties. In order to fulfill this mission, the City hereby adopts a code of ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. Unless specifically defined otherwise, the terms used in Chapter 135 shall be defined as set forth in Section 105.450 R.S.Mo et seq. as now adopted or hereinafter amended.

SECTION 135.020: RESPONSIBILITY OF PUBLIC OFFICE

Stewardship of the public interest shall be the public official's primary concern, working for the common good of the citizens of the City and avoiding actions that are inconsistent with the best interests of the City. All persons, claims and transactions coming before the Board of Aldermen or any City board, commission or committee shall be assured of fair and equal treatment.

SECTION 135.030: COMPLIANCE WITH LAW

Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the laws of the nation, State and the City and to carry out impartially these laws in the performance of their public duties to foster respect for all

government. These laws include, but are not limited to, the United States and Missouri Constitutions, the laws of the State of Missouri and City ordinances.

SECTION 135.040: CONDUCT OF OFFICIALS

The professional and personal conduct of public officials shall be above reproach and shall avoid even the appearance of impropriety. Public officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of the Mayor, other members of the Board of Aldermen, boards, commissions, committees, City staff and the public.

SECTION 135.050: PERFORMANCE OF DUTIES

A. Public officials shall perform their duties in accordance with the processes and rules of order as established by the Board of Aldermen, boards, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the Board of Aldermen by City staff.

SECTION 135.060: PUBLIC MEETINGS

Public officials shall prepare themselves for the public issues, listening courteously and attentively to all public discussion before the body and focus on the business at hand. Public officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body or otherwise interfere with the orderly conduct of meetings.

SECTION 135.070: DECISION BASED ON MERIT

Public officials shall base their decisions on the merits and the substance at hand.

SECTION 135.080: COMMUNICATION

Unless otherwise prohibited by law, privilege or the rules of evidence, Public officials shall publicly share with the Board of Aldermen or any boards, commissions and/or committees of the City any substantive information that is relevant to a matter under consideration by said entity of which they have knowledge from any source.

SECTION 135.090: CONFLICT OF INTEREST

- A. In order to assure independence and impartiality on behalf of the common good, public officials shall not use their official positions to influence government decisions in which they have a Substantial Interest or personal relationship, or which may reasonably give rise to the appearance of a conflict of interest or impropriety.
- B. The Mayor or any member of the Board of Aldermen who has a Substantial Interest, in any bill shall disclose on the records of the Board of Aldermen the nature of his or her interest and shall disqualify himself or herself from participation in deliberation or voting on any matters relating to this interest.
- C. Public officials should avoid action, whether or not specifically prohibited, which might reasonably result in or create the appearance of using their public office for private gain.

SECTION 135.100: GIFTS, GRATUITIES AND FAVORS

Public officials shall comply with the requirements of Chapter 105, RSMo relating to the acceptance and reporting of gifts, gratuities and favors.

SECTION 135.110: CONFIDENTIALITY OF INFORMATION

Unless approved by the Board of Aldermen, no elected or appointed Public Official shall disclose or make public any information which is otherwise closed to the Public pursuant to §610.021 R.S.Mo. or otherwise protected from disclosure by Missouri or Federal law. No Public Official shall use or provide information obtained as a result of his or her position for the benefit of the Public Official or the recipient in an advantages position over the general public.

SECTION 135.120: USE OF PUBLIC RESOURCES

A. Unless specifically permitted by City policy, the use of City facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to City business. Public resources may not be used for private gain or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with City policy.
B. A public official shall not utilize the City's name, letterhead, logo or seal for the purpose of endorsing any political candidate, business, commercial product or service.

SECTION 135.130: ADVOCACY

As nonpartisan stewards of the public interest, the Mayor and members of the Board of Aldermen shall not appear on behalf of the private interests of third parties before the Board of Aldermen or any other board, commission, committee or proceeding in the City. Public officials of boards, commissions and committees shall not appear before their own bodies or before the Board of Aldermen on behalf of the private interests of third parties on matter related to the areas of service of their bodies. Public officials shall represent the official policies or positions of the City to the best of their abilities when designated as delegates for this purpose. When representing their individual opinions and positions, public officials shall explicitly state that they do not represent their body or the City and they shall not give the inference that they do.

SECTION 135.140: POLICY ROLE OF MEMBERS

Public officials shall respect and adhere to the City Administrator form of government as outlined in the ordinances, policies and procedures with respect to the City Administrator's relationship to the Board of Aldermen. In this structure, the Board of Aldermen determine the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Individual Board of Aldermen members shall not, except at the direction of the entire Board of Alderman, have any role in the administrative functions of the City or the professional duties of City staff or the implementation of City policy or decisions. This prohibition shall not apply to the Mayor, nor the Mayor Pro Tem acting in the Mayor's absence.

Additionally, this prohibition shall not apply to any individual Board of Aldermen's ability to obtain information reasonably necessary to perform his or her duties.

SECTION 135.150: INDEPENDENCE OF BOARDS, COMMISSIONS AND COMMITTEES

The value of independent advice and recommendations of boards, commissions and committees to the public decision-making process is of such significance that members of the Board of Aldermen should refrain from using their positions to influence the deliberations or outcomes of board, commission and committee proceedings. This prohibition is not meant to include the actions of any Board of Aldermen when acting as a member of any such committee.

SECTION 135.160: BEHAVIOR

All City elected and appointed officials shall conduct themselves in a professional business manner and should refrain from the public use of profane or offensive language so as to reflect well on the City.

SECTION 135.170: POSITIVE WORKPLACE ENVIRONMENT

Public officials shall support the maintenance of a positive and constructive workplace environment for the City employees and for citizens and businesses dealing with the City.

SECTION 135.180: IMPLEMENTATION

The code of ethics for public officials of the City is intended to be self-enforcing. Therefore, it becomes most effective when public officials are thoroughly familiar with it and embrace its provisions. For this reason, these ethical standards shall be included in the regular orientation of candidates for Board of Aldermen, newly elected officials and appointed members of all boards, commissions and committees of the City.

The code of ethics shall be reviewed biannually by the Board of Aldermen. Recommendations received from the review shall be considered by the Board of Aldermen.

SECTION 135.190: COMPLIANCE AND ENFORCEMENT

- A. The City's code of ethics expresses standards of ethical conduct expected for the public officials of the Board of Aldermen, boards, commissions and committees. Public officials themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of the government.
- B. A person making a complaint against a public official for violation of this policy shall submit the complaint, in writing, to the Mayor who shall conduct or cause to be conducted an investigation as he or she reasonably believes is warranted by the complaint. The Mayor may request the aid of the City Attorney, Police or other City employees with said investigation. The Mayor may choose to

disregard any anonymous complaint or complaint not based on personal or credible evidence as determined in the sole discretion of the Mayor. If the Mayor determines that the complaint may warrant disciplinary action by the Board of Alderpersons, the Mayor shall cause a special session of the Board of Alderpersons to be held for the purpose of conducting a hearing with regard to said allegations/complaint. Said hearing to be conducted pursuant to the Missouri Administrative procedures act §536.010 R.S.Mo et seq. as now adopted or hereinafter amended.

- C. Any complaint concerning the Mayor shall be made to the Mayor Pro Tem who shall have the same authority as the Mayor set forth above when reviewing any such complaint.
- D. The Board of Aldermen shall make a final determination upon a majority vote of all members, except for any member of the Board of Aldermen which is the subject of a complaint. The standard of proof required for a final determination of violation of this policy (unless otherwise required by law) shall be a preponderance of the evidence. At the discretion of the Board of Aldermen, sanctions may include private or public reprimand or censure, removal or exclusion from leadership positions, the governing board, and other official positions or duties that do not conflict with Missouri Statutes.

SECTION 135.210: DISCLOSURE REPORTS

Each elected official, the City Clerk, the City Administrator and the Chief Purchasing Officer (if some other individual) shall disclose the following information by May first (1st) regarding any such transactions which were engaged in during the previous calendar year:

- 1. For such person, and all persons within the first (1st) degree of consanguinity or affinity of such person, the date and identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, and other than transfers for no consideration to the political subdivision; (if none, state none) and;
- 2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision; (if none state none);
- 3. The City Administrator, City Clerk and the Chief Purchasing officer also shall disclose by May first (1st) for the previous calendar year the following information:

- a. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;
- b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
- c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION 135.220: FILING OF REPORTS

The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 135.230: WHEN FILED

The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

1. Each person appointed to office shall file the statement within thirty (30) days of such appointment.
2. Every other person required to file a financial interest statement shall file the statement annually not later than May first (1st) and December thirty-first (31st); provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement.

SECTION 135.240: FILING OF ORDINANCE

The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten (10) days of its adoption.

PASSED THIS ____ DAY OF AUGUST 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/04/2020

Second Reading: 08/18/2020

Section 135.010 Declaration of Policy.

[Ord. No. 2895-14 §1, 7-1-2014^[1]; Ord. No. 2954-16 §1, 9-6-2016]

It is the policy of the City of Smithville, Missouri, to uphold, promote and demand ethical conduct from its elected and appointed public officials (hereinafter "public officials"). The citizens and businesses of the City are entitled to have fair, ethical and accountable local government. The City recognizes the importance of codifying and making known to the general public the ethical principles that guide the work of public officials. Public officials of the City are to maintain the highest standards of personal integrity, truthfulness and fairness in carrying out their public duties. In order to fulfill this mission, the City hereby adopts a Code of Ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. Unless specifically defined otherwise, the terms used in Chapter [135](#) shall be defined as set forth in Section 105.450, RSMo., et seq., as now adopted or hereinafter amended.

^[1] Editor's Note: Section 1 of this ordinance also repealed former Ch. 135, Code of Ethics, as adopted and amended by Ord. No. 1407 §1, 8-27-1991; Res. of 8-15-1995; Ord. No. 1805-98 §§1 — 2, 8-18-1998; Ord. No. 2022-01 §§1 — 3, 8-21-2001; Ord. No. 2110-02 §§1 — 2, 8-20-2002; Ord. No. 2110-03 §§1 — 2, 8-19-2003; Ord. No. 2303-04 §§1 — 3, 8-17-2004; Ord. No. 2402-05 §§1 — 2, 8-16-2005; Ord. No. 2483-06 §§1 — 2, 8-1-2006; Ord. No. 2568-07 §§1 — 2, 7-17-2007; Ord. No. 2717-09 §§1 — 2, 6-2-2009; Ord. No. 2768-10 §§1 — 2, 9-7-2010; Ord. No. 2844-12 §§1 — 2, 8-7-2012.

Section 135.020 Responsibility of Public Office.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Stewardship of the public interest shall be the public official's primary concern, working for the common good of the citizens of the City and avoiding actions that are inconsistent with the best interests of the City. All persons, claims and transactions coming before the Board of Aldermen or any City board, commission or committee shall be assured of fair and equal treatment.

Section 135.030 Compliance With Laws.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the laws of the nation, State and the City and to carry out impartially these laws in the performance of their public duties to foster respect for all government. These laws include, but are not limited to, the United States and Missouri Constitutions, the laws of the State of Missouri and City ordinances.

Section 135.040 Conduct of Officials.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

The professional and personal conduct of public officials shall be above reproach and shall avoid even the appearance of impropriety. Public officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of the Mayor, other members of the Board of Aldermen, boards, commissions, committees, City staff and the public.

Section 135.050 Performance of Duties.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall perform their duties in accordance with the processes and rules of order as established by the Board of Aldermen, boards, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the Board of Aldermen by City staff.

Section 135.060 Public Meetings.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall prepare themselves for the public issues, listening courteously and attentively to all public discussion before the body and focus on the business at hand. Public officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body or otherwise interfere with the orderly conduct of meetings.

Section 135.070 Decision Based on Merit.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall base their decisions on the merits and the substance at hand.

Section 135.080 Communication.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Unless otherwise prohibited by law, privilege or the rules of evidence, public officials shall publicly share with the Board of Aldermen or any boards, commissions and/or committees of the City any substantive information that is relevant to a matter under consideration by said entity of which they have knowledge from any source.

Section 135.090 Conflict of Interest.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

- A. In order to assure independence and impartiality on behalf of the common good, public officials shall not use their official positions to influence government decisions in which they have a substantial interest or personal relationship, or which may reasonably give rise to the appearance of a conflict of interest or impropriety.
- B. The Mayor or any member of the Board of Aldermen who has a substantial interest in any bill shall disclose on the records of the Board of Aldermen the nature of his or her interest and shall disqualify himself or herself from participation in deliberation or voting on any matters relating to this interest.
- C. Public officials should avoid action, whether or not specifically prohibited, which might reasonably result in or create the appearance of using their public office for private gain.

Section 135.100 Gifts, Gratuities and Favors.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall comply with the requirements of Chapter 105, RSMo., relating to the acceptance and reporting of gifts, gratuities and favors.

Section 135.110 Confidentiality of Information.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Unless approved by the Board of Aldermen, no elected or appointed public official shall disclose or make public any information which is otherwise closed to the public pursuant to Section 610.021, RSMo. or otherwise protected from disclosure by Missouri or Federal law. No public official shall use or provide information obtained as a result of his or her position for the benefit of the public official or the recipient in an advantageous position over the general public.

Section 135.120 Use of Public Resources.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

- A. Unless specifically permitted by City policy, the use of City facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to City business. Public resources may not be used for private gain or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with City policy.
- B. A public official shall not utilize the City's name, letterhead, logo or seal for the purpose of endorsing any political candidate, business, commercial product or service.

Section 135.130 Advocacy.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

As nonpartisan stewards of the public interest, the Mayor and members of the Board of Aldermen shall not appear on behalf of the private interests of third parties before the Board of Aldermen or any other board, commission, committee or proceeding in the City. Public officials of boards, commissions and committees shall

not appear before their own bodies or before the Board of Aldermen on behalf of the private interests of third parties on matters related to the areas of service of their bodies. Public officials shall represent the official policies or positions of the City to the best of their abilities when designated as delegates for this purpose. When representing their individual opinions and positions, public officials shall explicitly state that they do not represent their body or the City and they shall not give the inference that they do.

Section 135.140 Policy Role of Members.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall respect and adhere to the City Administrator form of government as outlined in the ordinances, policies and procedures with respect to the City Administrator's relationship to the Board of Aldermen. In this structure, the Board of Aldermen determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Individual Board of Aldermen members shall not, except at the direction of the entire Board of Aldermen, have any role in the administrative functions of the City or the professional duties of City staff or the implementation of City policy or decisions. This prohibition shall not apply to the Mayor, nor the Mayor Pro Tem acting in the Mayor's absence. Additionally, this prohibition shall not apply to any individual Board of Aldermen's ability to obtain information reasonably necessary to perform his or her duties.

Section 135.150 Independence of Boards, Commissions and Committees.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

The value of independent advice and recommendations of boards, commissions and committees to the public decision-making process is of such significance that members of the Board of Aldermen should refrain from using their positions to influence the deliberations or outcomes of board, commission and committee proceedings. This prohibition is not meant to include the actions of any Board of Aldermen when acting as a member of any such committee.

Section 135.160 Behavior.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

All City elected and appointed officials shall conduct themselves in a professional business manner and should refrain from the public use of profane or offensive language so as to reflect well on the City.

Section 135.170 Positive Workplace Environment.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall support the maintenance of a positive and constructive workplace environment for the City employees and for citizens and businesses dealing with the City.

Section 135.180 Implementation.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

A. The Code of Ethics for public officials of the City is intended to be self-enforcing. Therefore, it becomes most effective when public officials are thoroughly familiar with it and embrace its provisions. For this reason, these ethical standards shall be included in the regular orientation of candidates for Board of Aldermen, newly elected officials and appointed members of all boards, commissions and committees of the City.

B. The Code of Ethics shall be reviewed biannually by the Board of Aldermen. Recommendations received from the review shall be considered by the Board of Aldermen.

Section 135.190 Compliance and Enforcement.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

A. The City's Code of Ethics expresses standards of ethical conduct expected for the public officials of the Board of Aldermen, boards, commissions and committees. Public officials themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of the government.

- B. A person making a complaint against a public official for violation of this policy shall submit the complaint, in writing, to the Mayor who shall conduct or cause to be conducted an investigation as he or she reasonably believes is warranted by the complaint. The Mayor may request the aid of the City Attorney, Police or other City employees with said investigation. The Mayor may choose to disregard any anonymous complaint or complaint not based on personal or credible evidence as determined in the sole discretion of the Mayor. If the Mayor determines that the complaint may warrant disciplinary action by the Board of Aldermen, the Mayor shall cause a special session of the Board of Aldermen to be held for the purpose of conducting a hearing with regard to said allegations/complaint, said hearing to be conducted pursuant to the Missouri Administrative Procedures Act, Section 536.010, RSMo., et seq., as now adopted or hereinafter amended.
- C. Any complaint concerning the Mayor shall be made to the Mayor Pro Tern who shall have the same authority as the Mayor set forth above when reviewing any such complaint.
- D. The Board of Aldermen shall make a final determination upon a majority vote of all members, except for any member of the Board of Aldermen who is the subject of a complaint. The standard of proof required for a final determination of violation of this policy (unless otherwise required by law) shall be a preponderance of the evidence. At the discretion of the Board of Aldermen, sanctions may include private or public reprimand or censure, removal or exclusion from leadership positions, the governing board, and other official positions or duties that do not conflict with Missouri Statutes.

Section 135.200 (Reserved)

Section 135.210 Disclosure Reports.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

SPECIAL EVENT PERMIT - HUMPHREY'S 100 GRAVEL GRINDER**City of Smithville****Meeting Date:** August 4, 2020**Department:** Police Department**Agenda Item:** Resolution 807, Special Event Permit – Humphrey's 100 Gravel Grinder Bike Race**Summary:**

Approval of this item will issue a Special Event Permit to Smithville Parks and Recreation Department for the Humphrey's 100 Gravel Grinder Bike Race, a bicycle race that will begin and end at Courtyard Park on September 26, 2020.

Purpose:

The requested permit will allow the participants to have alcohol (open container) at the event. The event is scheduled from 6:00 a.m. until 10:00 p.m. at Courtyard Park. Per City Ordinance 600.070 (G & H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public.

The event coordinators will utilize Chops BBQ & Catering as the alcohol vendor. This business currently possesses appropriate City and State Alcohol Licenses.

Impact:

| | |
|----------------------------|-----------|
| Comprehensive Plan: | No impact |
| Economic Development Plan: | No impact |
| Parks Master Plan: | No impact |
| Strategic Plan: | No impact |
| Capital Improvement Plan: | No impact |
| Budget: | No impact |

Legislative History:**Suggested Action:**

A motion to approve Resolution 807 issuing a Special Event Permit to Smithville Parks & Recreation for Humphrey's 100 Gravel Grinder Bike Race to be held on September 26, 2020 at Courtyard Park.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☐ Ordinance ☒ Resolution ☐ Minutes ☒ Other: Map & Ord. 600.070

RESOLUTION 807

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR SMITHVILLE PARKS AND RECREATION FOR HUMPHREY'S 100 GRAVEL GRINDER BIKE RACE AT COURTYARD PARK ON SATURDAY, SEPTEMBER 26, 2020.

WHEREAS, Smithville Parks & Recreation has submitted an application with all required documentation; and,

WHEREAS, a local and licensed business will supply the alcoholic beverages for a fee to the participants in a vendor area at Courtyard Park using their State and City licenses to sell alcohol; and,

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

WHEREAS, Smithville police officers will assist in providing security at the event.

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

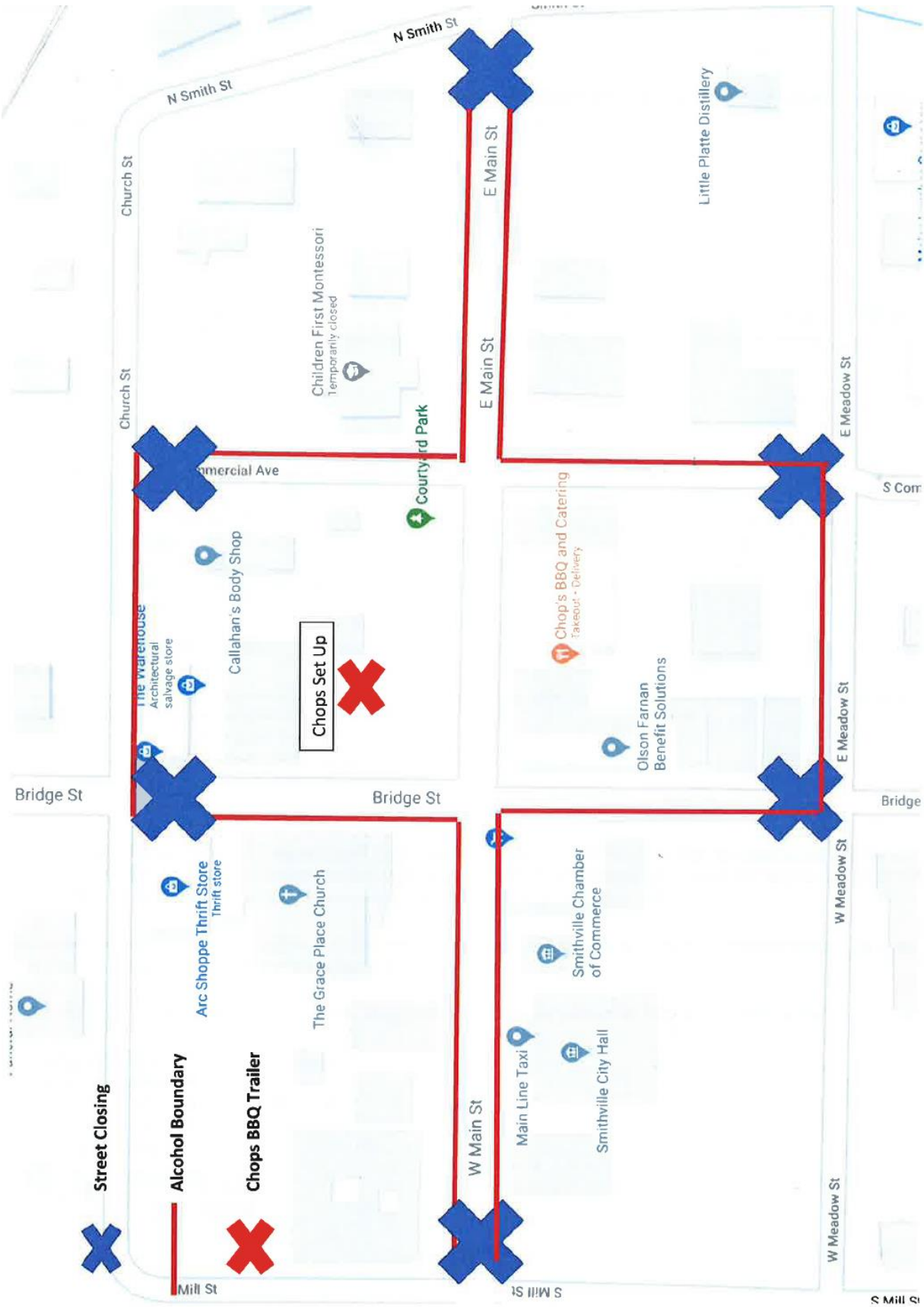
THAT A SPECIAL EVENT PERMIT BE ISSUED TO SMITHVILLE PARKS & RECREATION DEPARTMENT FOR HUMPHREY'S 100 GRAVEL GRINDER BIKE RACE TO BE HELD SEPTEMBER 26, 2020 IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of August 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Chapter 600. Alcoholic Beverages

Section 600.070. Miscellaneous Offenses.

[Ord. No. 3039-19, 7-16-2019]

- A. **Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.** It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.
- B. **Packaging, Labeling, Repackaging Prohibited, When.** Any retailer licensed pursuant to this Chapter shall not:
1. Sell intoxicating liquor with an alcohol content of less than five percent (5%) by weight to the consumer in an original carton received from the wholesaler that has been mutilated, torn apart or cut apart; or
 2. Repackage intoxicating liquor with an alcohol content of less than five percent (5%) by weight in a manner misleading to the consumer or that results in required labeling being omitted or obscured.
- C. **Mixing Liquor With Drugs Prohibited.** No licensee, or any other person, shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage any drug or form of methyl alcohol or impure form of alcohol.
- D. **Unlawful To Sell Unlabeled Liquor — Penalty.** It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the Liquor Control Law of Missouri, and any such person upon conviction shall have his/her license revoked and shall be ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.
- E. **Only Those Liquors Authorized By License To Be Kept On Premises.** It shall be unlawful for any licensee licensed for the sale of intoxicating liquor at retail by the drink for consumption on the premises to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee.
- F. **Persons Apparently Intoxicated Not To Be Provided With Intoxicating Liquor.** It shall be unlawful for any licensee, or his/her employee or agent, to sell or supply intoxicating liquor, or permit such to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor.
- G. **Drinking In Public Places Prohibited.**
1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot.
 2. No person shall drink or ingest any intoxicating liquor in or on any public place.
 3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.

4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

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

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

ACKNOWLEDGING EMERGENCY PURCHASE – MI5Q6 MIXER



City of Smithville

Meeting Date: August 4, 2020

Department: Public Works

Agenda Item: Resolution 808, Acknowledging emergency repairs to the chemical mixer at the Water Treatment Plant approved by the City Administrator.

Summary:

Voting to approve would acknowledge certain work that was completed by the contractor previously authorized by the City Administrator.

Purpose:

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 or expenditures 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.

The Chemical Feed Mixer at the water treatment plant was installed in 1993. The mixer is used to mix chemicals into the raw water fed from Smithville Lake before entering the primary basin. The current mixer is a Lightnin XJQ-230. The mixer has been rebuilt several times and parts are obsolete. The mixer is experiencing bearing failure and tripping the breaker at the plant. This mixer needs to be replaced as soon as possible to guarantee proper treatment in the basin.

In this circumstance three of four pumps were plugged and not working. If the last/fourth pump shuts down, wastewater would begin backing up, potentially causing property damage.

Authorization of an expense for an amount of \$9154.76 is included in the attached resolution. This expenditure was necessary for the continuous operation of the water plant / treatment operations. There are sufficient funds available in the FY20 water plant maintenance budget for this expenditure.

Impact:

| | |
|----------------------------|-----|
| Comprehensive Plan: | N/A |
| Economic Development Plan: | N/A |
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |
| Capital Improvement Plan: | N/A |

Smithville Board of Aldermen

| | |
|---|--|
| Budget: | Funds are available in the FY20 water plant maintenance budget |
| Legislative History: N/A | |
| Suggested Action: Motion to approve the Resolution 808. | |
| Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Finance Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: quote | |

RESOLUTION 808

A RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS TO THE CHEMICAL MIXER AT THE WATER TREATMENT PLANT APPROVED BY THE CITY ADMINISTRATOR.

WHEREAS, the City Administrator's purchasing authority is \$7,500: and

WHEREAS, the Chemical Feed Mixer is a critical piece of equipment used in the production of potable drinking water; and

WHEREAS, the Chemical Feed Mixer is experiencing bearing failure; and

WHEREAS, in order to expedite repairs, the City Administrator approved an emergency purchased based on receipt of three quotes; and

WHEREAS, repairs to be completed by Mid-America Pump have been authorized in the amount of \$9,154.76.

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


THAT EMERGENCY APPROVAL OF COSTS TO REPAIR THE CHEMICAL FEED MIXER IS ACKNOWLEDGED AS AN EMERGENCY PURCHASE IN THE AMOUNT OF \$9,154.76.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of August 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

| | | | |
|---|--|---|---|
|  <p>5600 Inland Drive Kansas City, Kansas 66106 Phone 913-287-3900 Fax 913-287-6641</p> | | <h2 style="margin: 0;">REPAIR PROPOSAL</h2> | |
| | | SKP: 6846 Customer PO #: Prepared By #: Elliot Duckworth Date: 7/16/2020 | Repair Estimate: \$9,154.76 Replacement Price: Estimated Delivery: |
| Customer Information | | | |
| Bill To: | | Ship To: | |
| Company Name: City of Smithville Address: 107 W. Main Street City: Smithville State/Zip Code: Missouri 64089- | | First Name: Bob Last Name: Lemley Phone: (816) 532-0070 Fax: (816) 532-8331 | |
| Description of Problem | | Pump Information | |
| This is for replacement of the Lotus mixer at the WTP | | Pump Make: Model: M15Q6 Style: Lighnin mixer Pump RPM: Motor RPM: <input type="checkbox"/> Seal <input type="checkbox"/> Packing Serial No: HP: Voltage: Coupling: | |
| Repair Description | | Application Information | |
| We looked at the existing parts for the mixer and have come up the best repair cost we could, we do not believe that this old mixer is worth repairing. Repair price is for a Lighnin mixer, this is a different version than the old mixer. It is mainly constructed out of aluminum and is a lighter duty mixer. This price also includes installation and testing of the unit. **Lead time on the Lighnin mixer is 5 weeks, after approval** | | Pumpage: Head: Flow: Temp: Viscosity: Specific Gravity: <input type="checkbox"/> Hazardous <input type="checkbox"/> Rotation Left <input type="checkbox"/> MSDS <input type="checkbox"/> 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 Vaild for 30 Days 7 Teardown/Inspection/Field Service Hours/MLS will be charged if Equipment is Not Repaired or Replaced through Mid-America Pump | | | |

ACKNOWLEDGING EMERGENCY PURCHASE – CULVERT REPLACEMENT

City of Smithville

Meeting Date: August 4, 2020

Department: Public Works

Agenda Item: Resolution 809, Acknowledging emergency repairs to Cliff Drive approved by the City Administrator.

Summary:

Voting to approve would acknowledge certain emergency work that was completed by the contractor and authorized by the City Administrator.

Purpose:

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 and immediate need. When this occurs, the Board is notified of the emergency need and that the Administrator has authorized the necessary purchase.

On Tuesday, July 23, the City received significant rain fall. As a result, we found a significant wash out on Cliff Drive. The reinforced concrete pipe that carries stormwater from the south side to the north side of the road failed at the joints and a couple of the pipe sections came off. The embankment subsequently collapsed leaving a 20-25-foot-deep hole adjacent to the road.

The culvert needed to be replaced and the bank reconstructed and rip-rap installed to prevent erosion from happening again.

This was a serious collapse, adjacent to the road (approx. 1 ft). If the City were to receive heavy rains again, we may have lost the road leaving no access to about a dozen homes. It was also not safe, if we would have received more rain, the road could have failed as a vehicle was crossing, taking the vehicle with it.

Staff obtained three quotes (two written attached and one verbal \$24,000 from Foster Trenching) to make the repairs.

Menke is the contractor on the Main Street waterline and was prepared to start immediately, so the repairs could be completed as soon as possible. Menke provided several options and it was recommended to proceed with Option B3 for \$17,225.60. The culvert was replaced entirely and increased in size (from 24" to 36").

Menke initiated and completed the work on Friday, July 24.

The quote included placing five inches of asphalt into the road cut. During excavation, the road surface was found to be only 1" to 1 ½" deep. Cliff Drive was already in poor shape with alligator cracking and raveling. The size and weight of equipment needed to make the repair did not help the road condition. As the work progressed, the road was pumping from the weight of the equipment. Staff has requested Menke to provide a price to include a nominal overlay from Highway 169 west for 400 feet in addition to the five-inch repair. This would be in addition to the requested authorization.

In this circumstance, Cliff Drive was in jeopardy of failing and the situation was not safe. To this end, authorization of an expense for an amount of \$17,255.60 is included in the attached resolution. This expenditure was necessary for the safety of the public and stability of Cliff Drive. There are sufficient funds available in the FY20 street maintenance budget for this expenditure.

Impact:

| | |
|----------------------------|---|
| Comprehensive Plan: | N/A |
| Economic Development Plan: | N/A |
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |
| Capital Improvement Plan: | N/A |
| Budget: | Funds are available in the FY20 street maintenance budget |

Legislative History:

N/A

Suggested Action:

Motion to approve the Resolution 809.

Attachments:

☐ Plans ☐ Contract ☐ Finance Report
☐ Ordinance ☒ Resolution ☐ Minutes ☒ Other: Quote and photos

RESOLUTION 809

**A RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS TO CLIFF DRIVE
APPROVED BY THE CITY ADMINISTRATOR.**

WHEREAS, the City Administrator's purchasing authority is \$7,500: and

WHEREAS, with recent rain events, the stormwater culvert under Cliff Drive failed creating a washout of the embankment adjacent to the road; and

WHEREAS, in order to keep the road from failing it was necessary to replace the culvert and repair the embankment; and

WHEREAS, three quotes were received for the repairs; and

WHEREAS, in order to expedite repairs, the City Administrator approved an emergency purchase based on receipt of two bids; and

WHEREAS, repairs to be completed by Menke Excavating have been authorized in an amount of \$17,255.60.

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

**THAT THE EMERGENCY APPROVAL OF COSTS TO REPAIR THE ROADWAY IS
ACKNOWLEDGED AS AN EMERGENCY PURCHASE IN THE AMOUNT OF
\$17,255.60.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of August 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Menke Excavating LLC
P.O. Box 53
Camden Point, MO 64018
Office 816-450-3230

Menke Excavating LLC

7/22/2020



TO: City of Smithville Missouri

CALVERT ON CLIFF DRIVE

The existing concrete pipe appears to be failing at the seams on both sides of the road. This is allowing the end sections one by one to fall off/separate and cause sink holes. I have two estimates listed below one is repair North side and the other is complete replacement. Both options have concrete collars this will prevent water from moving along outside of the pipe. This will help keep the pipe from washing out.

Option A

Add twenty feet of 24" N12 pipe connecting collar and then concrete collar. Importing dirt and rip rap rock at outlet of the pipe. This is on the North side of the road only. No work on the south side road is included. \$10,237.00

Option B1

Complete tube replacement using 24" N12 pipe concrete collar and rip rap rock at outlet side pipe. Road would be backfilled and compacted with type 5 rock. Five inches of asphalt will be used to repair road. Ditch on both sides of the road will be backfilled with excess soil from road and imported soils. I would have steel plate on job so road would not have to be closed. \$15,616.00

Option B2

Same as option B1 only using 30" N12 pipe. \$16,626.00

Option B3

Same as option B1 only using 36" N12 pipe. \$17,255.60

Prevailing wages included

Traffic control plan not included

Please let me know if you have and question, concerns, or would like to change, add, modify, etc. this estimate.

Steve Menke
816-214-7352
stevemenke@centurylike.net

Harris Excavating and Construction
2349 NE Breckenridge Rd
Lathrop, MO 64465 US
8162235494
harrisexcavating1@aol.com

Estimate

| ADDRESS |
|--|
| Dennis Witt City Of Smithville MO 107 West Main Street Smithville, MO 64089 |

| ESTIMATE # | DATE | EXPIRATION DATE |
|------------|------------|-----------------|
| 1078 | 07/23/2020 | 08/23/2020 |

P.O. NUMBER
Cliff Drive

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------------|--|-----|-----------|-----------|
| | Drain Culvert | Dig out 2 sections of existing 24 inch concrete pipe. Replace with 20ft stick of 30 inch HDPE pipe, slip over end of remaining 24 inch pipe. Concrete around joint going from 24 inch to 30 inch pipe, a coupling can be ordered but will take a few days to arrive. Dig out side and slope of dirt, replace with approximately 15 loads of dirt and 5 loads of concrete rip rap. Compact dirt with excavator bucket. | 1 | 23,300.00 | 23,300.00 |
| | Exclusions | -Any spoil removal or handling -Backflow device or hotbox is not included -Winter/ cold weather protection -Construction staking -Any building downspouts/ downspout tie in -No removal or handling of hazardous waste -Clearing, grading, or demolition -Any excavation, handling, or removal of material not deemed suitable for backfilling or import of suitable backfill material -Any staking or SWPPP/ erosion control -No replacement of grass, seed, sod, landscaping, fencing, asphalt, sidewalks, curbs, concrete, etc -As builds sealed by engineer -Traffic control -Rock excavation -Not responsible for LD's or delays | 1 | 0.00 | 0.00 |

Smithville Board of Aldermen

| DATE | SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|-------|---------|---|-----|------|-------------|
| | | from box and pipe manufactures, submittals, weather, and other trades, etc. -Prevailing wage -Unforeseen conditions -All bonds (payment, performance, or statutory), permits, inspection fees, meter fees, tapping fees, development charges, and public improvement fees are excluded -Special insurance beyond our current coverages and limits -Relocation of existing utilities -Bracing of existing structures or overhead power poles/ protection of existing overhead power lines in conflict with our work -Granular backfill and / or flowable fill backfill of trenches, bid does include bedding for new pipe installed -Dewatering and or demucking -Testing of soils for compaction -Cathodic protection -Allowances -Any work not specified above | | | |
| TOTAL | | | | | \$23,300.00 |

Accepted By

Accepted Date



BID AWARD – WI-FI AT HERITAGE PARK



City of Smithville

Meeting Date: August 4, 2020

Department: All

Agenda Item: Resolution 810 – Live Sports Streaming at Heritage Park

Summary:

The FY20 Budget includes monies in the CARES Act Stimulus Fund for the purchase and installation of a live sports streaming system at Heritage Park.

In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) was issued on July 8, 2020 with a closing time of 10:00 a.m. on July 23, 2020.

One response was received (included in the packet). The bid included the purchase and installation of all equipment and software, plus a three-year maintenance plan. The equipment and software totaled \$23,612.17, and, if approved, will be paid from the CARES Act Stimulus Fund. The three-year maintenance plan totaled \$16,919.64, however, upon review, staff recommends reducing that to a one-year maintenance plan. The one-year maintenance plan totaled \$6,719.64, and, if approved, will be paid from the CARES Act Stimulus Fund.

The equipment and software plus the one-year maintenance plan total \$30,331.81.

City staff recommends KCMOTech, LLC as the lowest and best offeror according to the evaluation criteria established in the RFP.

KCMOTech, LLC is prepared to order the equipment immediately with completion anticipated by September 29 (unless delayed by shipping timeframes). The contractor is aware of Clay County Public Health Center and CDC guidelines regarding COVID-19 and will comply with those recommendations throughout the duration of the project.

Purpose:

To award Bid#20-10 to KCMOTech, LLC according to policy in an amount not to exceed of \$30,331.81.

Impact:

Comprehensive Plan: N/A

Economic Development Plan: N/A

| | |
|---|---|
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |
| Capital Improvement Plan: | N/A |
| Budget: | Included in the FY20 CARES Act Stimulus Fund Budget |
| Legislative History: None | |
| Suggested Action: Motion to approve Resolution 810. | |
| Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: Bid | |

RESOLUTION 810

A RESOLUTION AWARDED A CONTRACT IN RESPONSE TO BID NO. 20-10 TO KCMOTECH, LLC FOR LIVE SPORTS STREAMING AT HERITAGE PARK.

WHEREAS, the Fiscal Year 2020 Budget allocates funds for the Live Sports Streaming at Heritage Park project from the CARES Act Stimulus Fund; and

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

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

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

THAT Bid No. 20-10 is hereby awarded to KCMOTech, LLC and the Mayor is hereby authorized to execute an agreement in an amount not to exceed \$30,331.81.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 4th of August 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Heritage Park Live Stream Project Proposal

Overview:

We live in a world where cities and governments must now take steps to protect their citizens from the hazards of the pandemic by ensuring that social distancing is achievable while still providing necessary services to the populous. Providing live streaming of games and events hosted at Heritage Park would provide residents of Smithville with local entertainment from the comfort and safety of their own homes.

Goal:

The goal of this project is to provide the City of Smithville with a 24/7 live stream of the Heritage Park baseball fields to be accessible by anyone, on the internet, at any time; especially residents who are unable or unwilling to come to games in person due to safety concerns. We will also provide extended storage of video and 3 years of system maintenance.

Plan of Action:

Our plan is to install 4K HD Cameras behind first base on both baseball fields, out of reach and protected. These cameras will provide a wide-angle view of both fields to be live streamed to YouTube for 24/7 public viewing. Data will be streamed wirelessly to an access point located on the restroom building near the parking lot. Video processing and broadcasting hardware will be installed in the building's utility closet. The stream will then be seamlessly processed, recorded and sent to YouTube.

Additional Notes:

Network Management System:

This installation will require the use of a Network Management System, otherwise known as an NMS. This system will allow the city to control hardware on the network as needed, while allowing KCMOTech to monitor, maintain and upgrade the system, as necessary. This system will be installed on the video processing server.

Internet Service Provider:

At the city's request, we will be using AT&T's internet service to connect the camera infrastructure to the internet. The optimal location for AT&T to install their service would be inside the utility closet between the restrooms in the park. This location would reduce costs and provide protection to sensitive equipment.

Public Wi-Fi Availability:

Due to the configuration and hardware used in this project, the city would be able to provide public Wi-Fi to residents at Heritage park with minor configuration changes and no additional hardware. Making these changes would not affect the operation of the streaming system.

Project Stages:

1. Network Design and Device Layout/Positioning
 - This is the process of determining the best hardware to use and the best locations to install the hardware for maximized usefulness. This stage is mostly complete as of the writing of this document.
2. Pre-Configuration
 - This includes the purchasing of hardware, preparing hardware for installation, implementing initial connectivity protocols, and a "dry run" of the hardware before installing it permanently. This stage will likely take up to 20 days.
3. Installation
 - During this period, we will install the hardware in the pre-determined locations, run wiring and power as necessary, and aligning wireless radios to ensure strong connections, and aligning cameras for the optimal view of the fields. Additionally, cameras will be installed and aligned for streaming and security purposes. This is expected to take up to 14 days to complete. Some of the tasks that will be completed are as follows:
 - i. Mounting of cameras and camera access points.
 - ii. Installation of power, including conduiting, junction boxes, surge protection, power conversion (PoE).
 - iii. Installation of low-profile server rack in park utility closet
 - iv. Installation of custom-built recording and streaming hardware, plus routers, uninterruptible power supplies, surge protectors.
 - v. Running of data cables from utility closet to uplink access point.

4. Post-Install Configuration

- Next, we will go through the process of configuring, optimizing and hardening the entire network. It is at this stage that we will also install and configure the firewall, network management system, and streaming software. This, being the most complex stage, will likely take 1 to 2 weeks. Some of the tasks that will be completed are as follows:
 - i. Installation and configuration of recording and streaming software (OBS)
 - ii. Installation and configuration of the Network Management System (NMS)
 - iii. Configuration of access points, including assigning network addresses, configuration of SSIDs, hardening of network protocols.
 - iv. Configuration of YouTube account for live streaming capabilities
 - v. Configuration of live stream and recording procedures

5. Testing and Training

- Finally, we will run numerous tests on all aspects of the network and service, ensuring that it is up to the city's standards. During this time, we may make some adjustments if we discover any potential vulnerabilities. This is expected to take up to 4 days, after which the green light will be given for public use.
- Once all testing is complete, system documentation and credentials will be handed over and KCMOTech staff will train up to 3 people, selected by the City of Smithville, the basics of system operation and answer any questions regarding control and operations.

Costs and Expenses:

The following table lays out the costs of hardware, software, parts and tools we need to purchase in order to complete this project:

| Item | Qty. | Cost | Total |
|---|------|------------|--------------------|
| Custom 10TB Redundant Streaming/Recording Server* | 1 | \$3,128.00 | \$3,128.00 |
| Unifi AC Mesh Pro Access Point | 3 | \$243.20 | \$729.60 |
| Unifi 16-Port PoE Router | 1 | \$355.98 | \$355.98 |
| Unifi Switch Flex | 3 | \$140.00 | \$420.00 |
| Unifi Switch Flex Utility | 3 | \$49.99 | \$149.97 |
| Ubiquiti TC-PRO TOUGH Cable 1000ft | 1 | \$150.00 | \$150.00 |
| 1500VA SmartUPS Battery Backup | 1 | \$480.50 | \$480.50 |
| 12U Wall-Mount 19" Server Rack | 1 | \$580.00 | \$580.00 |
| Unifi G4 Pro 4K HD Camera | 2 | \$589.99 | \$1,179.98 |
| Ubiquiti 54v EdgePower | 2 | \$256.45 | \$512.90 |
| Ubiquiti 1000ft DC Power Cable | 2 | \$158.53 | \$317.06 |
| Windows Server Standard Licence | 1 | \$417.62 | \$470.48 |
| 16" Acrylic Protective Dome** | 2 | \$286.45 | \$572.90 |
| Power Distribution Hardware | 4 | \$168.00 | \$672.00 |
| Miscellaneous Parts*** | 1 | \$1,592.80 | \$1,592.80 |
| Total | | | \$11,712.17 |

*Consists of all new parts, and redundant 10TB drives for recording. This system streams the video, records the video, and runs the NMS.

**May be modified to suite the application.

***Includes mounting hardware, adapters, fittings, conduit, and many other items necessary.

The following table lays out the expected labor costs that will be associated with this project:

| Task | Hours | Cost/Hour* | Total |
|--|-------|------------|------------|
| Project design, research, and development | 26 | \$85.00 | \$2,210.00 |
| Pre-Configuration and dry run | 20 | \$85.00 | \$1,700.00 |
| Installation of devices and cabling, alignment | 38 | \$85.00 | \$3,230.00 |
| Configuration of network, streaming | 36 | \$85.00 | \$3,060.00 |
| Testing and Training | 20 | \$85.00 | \$1,700.00 |

| | | | |
|--------------|--|--|--------------------|
| Total | | | \$11,900.00 |
|--------------|--|--|--------------------|

*Hourly rate is flat, regardless of employees or subcontractors working on the project at the time

3 Year Maintenance Plan:

The requested 3-year maintenance would include 5 hours per month of software and firmware upgrades, antenna and camera realignments, part replacements, security patches, system testing, and 24/7 uptime monitoring and alerts. It will also include critical spare parts in the case that any equipment is damaged due to acts of god or wear and tear.

The following table is an overview of the total cost of the 3-year maintenance plan:

| Item/Task | Qty | Cost | Total |
|--------------------------------------|-----|-----------|--------------------|
| 5 hours allotted monthly maintenance | 36 | \$425.00* | \$15,300.00 |
| Unifi G4 Pro 4K HD Camera | 2 | \$589.99 | \$589.99 |
| 10TB Enterprise Recording Hard Drive | 2 | \$180 | \$360.00 |
| Unifi Switch Flex | 1 | \$140.00 | \$140.00 |
| 16" Acrylic Protective Dome** | 1 | \$286.45 | \$286.45 |
| Unifi AC Mesh Pro Access Point | 1 | \$243.20 | \$243.20 |
| Total | | | \$16,919.64 |

*Work is billed at \$85 per hour

**In case one of the domes gets beamed by a baseball

The following table is an overview of the total expected costs of the project:

| | |
|---------------------------------------|--------------------|
| Total Cost of Parts | \$11,712.17 |
| Total Cost of Labor | \$11,900.00 |
| Total Cost of 3 Year Maintenance Plan | \$16,919.64 |
| Total Project Cost | \$40,531.81 |

*Margin of Error: +/- 15%

Final Thoughts:

To begin this project, we require at least 50% of the expected total for parts and labor up front to purchase necessary hardware and parts, and to cover initial labor and rentals. A final bill will be procured to include the remainder of the provided work and maintenance once the project is finished.

We at KCMOTech look forward to working with The City of Smithville and hope that our work will allow us to establish a long and prosperous relationship with you. Thank you.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Clay)

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

1. My name is Aaron Nijse and I am currently President of
KCMOTech, LLC (hereinafter "Contractor"), whose business
address is 1500 S 169 HWY, Suite B, Smithville MO 64089, 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.

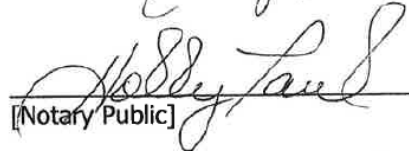
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.


[Signature]

Aaron Nisse
[Printed name]

Affiant Subscribed and sworn to before me this 22 day of July, 2020.


[Notary Public]



My Commission Expires 6/24/24

Commissioned in Clinton County

Commission # 20285392

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

Smithville Board of Aldermen

(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 #20-10 LIVE SPORTS STREAMING AT HERITAGE PARK

I, Aaron Nijse, hereby representing
(Agent Submitting RFP)

KCMOTech, LLC, 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.

KCMOTech, LLC
Company Name
1500 S Hwy 169, Suite B, Smithville
Address
Smithville Mo, 64089
City/State/Zip
816-535-8373
Telephone
81-3989679
Tax ID No.

Aaron Nijse
Authorized Person (Print)
[Signature]
Signature
Member
Title
7/22/2020
Date
admin@kcmotech.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 as well as all license information for running said display:

Diversified Metal Fabricators - 816-590-2255
Random Development - 816-945-9890
DediOutlet Network Services - 816-982-0614

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #20-10 for a cost to the City of Smithville as follows:

| Item Description | Bid Price |
|--|-------------|
| Live Sports Streaming at Heritage Park | \$40,531.81 |



Company ID Number: 1568093

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the KCMOTech, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1568093

Approved by:

| | |
|---|---------------------------|
| Employer KCMOTech, LLC | |
| Name (Please Type or Print) Nijse Aaron | Title |
| Signature Electronically Signed | Date 07/22/2020 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 07/22/2020 |



Company ID Number: 1568093

| Information Required for the E-Verify Program | |
|---|---|
| Information relating to your Company: | |
| Company Name | KCMOTech, LLC |
| Company Facility Address | 1500 S 169 Hwy Suite B Smithville, MO 64089 |
| Company Alternate Address | |
| County or Parish | CLAY |
| Employer Identification Number | 813989679 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 |

BID AWARD – CITY HALL AUDIO/VISUAL



City of Smithville

Meeting Date: August 4, 2020

Department: All

Agenda Item: Resolution 811 – Live Meeting Streaming at City Hall

Summary:

The FY20 Budget includes monies in the CARES Act Stimulus Fund for the purchase and installation of a live meeting streaming system at City Hall.

In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) was issued on July 8, 2020 with a closing time of 10:00 a.m. on July 23, 2020.

One response was received (included in the packet). The bid included the purchase and installation of all equipment and software, plus an add-on for a live voting system. The equipment and software totaled \$42,986.35, and, if approved, will be paid from the CARES Act Stimulus Fund. The live voting system add-on totaled \$6,381.00. This add-on would have been paid from the General Fund, but staff does not recommend including the add-on.

City staff recommends Kansas City Audio-Visual as the lowest and best offeror according to the evaluation criteria established in the RFP.

Kansas City Audio-Visual is prepared to order the equipment immediately with completion anticipated by September 10 (unless delayed by shipping timeframes). The contractor is aware of Clay County Public Health Center and CDC guidelines regarding COVID-19 and will comply with those recommendations throughout the duration of the project.

Purpose:

To award Bid#20-12 to Kansas City Audio-Visual according to policy in an amount not to exceed of \$42,986.35.

Impact:

| | |
|----------------------------|-----|
| Comprehensive Plan: | N/A |
| Economic Development Plan: | N/A |
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |

| | |
|--|---|
| Capital Improvement Plan: | N/A |
| Budget: | Included in the FY20 CARES Act Stimulus Fund and General Fund Budgets |
| Legislative History: None | |
| Suggested Action: Motion to approve Resolution 811. | |
| Attachments: <input type="checkbox"/> Plans <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: Bid | |

RESOLUTION 811

A RESOLUTION AWARDING A CONTRACT IN RESPONSE TO BID NO. 20-12 TO KANSAS CITY AUDIO-VISUAL FOR LIVE MEETING STREAMING AT CITY HALL.

WHEREAS, the Fiscal Year 2020 Budget allocates funds for the Live Meeting Streaming at City Hall project from the CARES Act Stimulus Fund; and

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

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

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

THAT Bid No. 20-12 is hereby awarded to Kansas City Audio-Visual and the Mayor is hereby authorized to execute an agreement in an amount not to exceed \$42,986.35.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 4th of August 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



create engaging spaces

Smithville New Council Chambers

Proposal No. 9845

7/21/2020

Prepared For:

Smithville City Hall

107 W Main St,
Smithville, MO 64089 USA
(816)532-3897

Linda Drummond, City Clerk

ldrummond@smithvillemo.org
(816)532-3897

Prepared By:

Kansas City Audio-Visual, Inc.

7535 Troost Ave,
Kansas City, MO 64131
(800)798-5228

David Gates, AV Sales Consultant - MO

dgates@kcav.com
(800) 798-5228 x130

Proposal Name: Smithville New Council Chambers
Produced On: 7/21/2020
Proposal No: 9845

Valid Through: 7/29/2020
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COMPANY OVERVIEW

At KCAV, we help our clients succeed by providing audio-visual solutions that deliver results. We look forward to partnering with you to create engaging spaces to learn, work and share!

COMPANY HISTORY

Kansas City Audio-Visual (KCAV) was founded in 1953 by Mickey Adler, who offered his clients innovative solutions of the time - dictating machines, opaque projectors, and overhead projectors. Today, KCAV remains family-owned and run by Jerry & Lisa Bernard, Mickey's son-in-law and daughter. And while technology has definitely changed since 1953, KCAV's commitment to the customer has not.

At KCAV, we are committed to:

- Integrity at the core of everything we do.
- Innovative, reliable solutions that help our customers succeed.
- Long-term relationships based on trust, proactive communication, and high-quality service.

In 2018, KCAV acquired Engaging Technologies, a family-owned audio-visual technology company based in Omaha, further expanding KCAV's footprint into Nebraska and Iowa. Now, over sixty-five years later, KCAV is one of the largest suppliers of audio-visual technologies in the Midwest.

THE KCAV TEAM

We believe that people choose to do business with people. Our business model is based on offering our clients personal service from AV professionals at every stage of your experience. The KCAV Sales Team is distributed throughout Kansas, Nebraska and Missouri, allowing us to offer local, personalized service. Our Sales Team will partner with you, investing the time and resources to understand your needs, goals and realities. With that understanding, the KCAV Team will design, install, and support solutions that will transform your learning, working and sharing spaces - including meeting and collaboration spaces, classrooms and training rooms, and larger venues such as auditoriums, gymnasiums, and more.

Our full-time, industry-certified Design and Engineering Team takes pride in providing cost-effective systems that provide quality, worry-free operation. Big or small, each project receives individual attention from experienced professionals. In addition, our strong relationships with hundreds of manufacturers allow us to offer the latest technology at a cost you will appreciate.

Our KCAV Operations Team includes full-time engineers, project managers, and technical staff that hold industry-recognized certifications and strive to provide you with an exceptional client experience. In addition to providing thorough, quality, on-site installation, we place great value on providing you with proactive communication so that there are no surprises throughout the process.

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Finally, the KCAV Service Team will provide you with "peace-of-mind" support, offering both telephone-based support with after-hours paging service, as well as on-site service to maximize the utilization of your new audio-visual system.

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MATERIALS & SERVICES

PURCHASED EQUIPMENT

| MASTER NUMBER | MFG | PART DESCRIPTION | QTY | UNIT PRICE | EXT. PRICE |
|-------------------------|----------------|--|----------|------------|------------|
| ADDITIONAL ITEMS | | | | | |
| 101186 | Shure | Accessory Base for Microflex Goosneck | 8.00 EA | \$54.63 | \$437.04 |
| M207883 | Shure | Cardioid-12" Goosneck Condenser Microphone, Attached Preamp with XLR Shock Mount Flange, Mount Snap | 8.00 EA | \$206.25 | \$1,650.00 |
| M207895 | Shure | 15" Shock-Mounted Goosneck, Cardioid, includes surface mount Preamplifier | 1.00 EA | \$262.50 | \$262.50 |
| M208689 | Shure | Wireless goosneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries | 1.00 EA | \$425.00 | \$425.00 |
| M208079 | Shure | Half-Rack, Single Channel Receiver | 1.00 EA | \$636.25 | \$636.25 |
| M208541 | Shure | Mounting Bracket and BNC Adapter for Remote Antenna Mounting (Contains one) | 2.00 EA | \$31.25 | \$62.50 |
| M208572 | Shure | 50' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type | 2.00 EA | \$86.25 | \$172.50 |
| M108552 | Biamp | Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 | 2.00 EA | \$2,498.75 | \$4,997.50 |
| M107459 | JBL | CSA1120Z | 1.00 EA | \$393.67 | \$393.67 |
| M101106 | QSC | 6.5" Two-way ceiling speaker, 70/100V transformer with 80 bypass, 110° conical coverage, includes C- | 12.00 PR | \$100.00 | \$1,200.00 |
| M200213 | Denon | Solid-State SD/USB Media Recorder | 1.00 EA | \$218.75 | \$218.75 |
| | MATROX | STREAMING AND CAPTURE APPLIANCE | 1.00 | \$1,295.00 | \$1,295.00 |
| 101381 | Atlona | Professional HDMI and USB2.0 PTZ Camera - White | 2.00 EA | \$900.00 | \$1,800.00 |
| M233345 | Covid | HDMI 2.0 Fiber Cable w/ Detach Connectors, 75ft | 1.00 EA | \$281.25 | \$281.25 |
| M233346 | Covid | HDMI 2.0 Fiber Cable w/ Detach Connectors, 98ft | 1.00 EA | \$303.75 | \$303.75 |
| M233427 | Covid | HDBaseT Decora Tx, HDMI 2.0, 18G, White | 2.00 EA | \$162.49 | \$324.98 |
| M233393 | Covid | HDBaseT Slim Box Rx with Rs232, 70m | 4.00 EA | \$115.39 | \$461.56 |
| M233421 | Covid | HDBaseT Slim Box Tx with Rs232, 70m | 2.00 EA | \$115.39 | \$230.78 |
| M232973 | Covid | Slim Line HDMI 2.0 Cable, 18 in | 8.00 EA | \$8.87 | \$70.96 |
| 100888 | Samsung | 75" Class RU7100 Smart 4K UHD TV | 2.00 EA | \$1,183.75 | \$2,367.50 |
| M100792 | Premier Mounts | Low-Profile Dual Stud - Dual Arm Swing Out Mount for Flat Panels up to 95 lbs./43 kg | 2.00 EA | \$123.06 | \$246.12 |
| M232971 | Covid | Slim Line HDMI 2.0 Cable, 6ft | 6.00 EA | \$10.94 | \$65.64 |
| M232972 | Covid | Slim Line HDMI 2.0 Cable, 10ft | 2.00 EA | \$11.89 | \$23.78 |
| M301407 | Covid | Shielded, Cat 6, Black Jacket, Plenum, 500' Reel | 1.00 EA | \$251.61 | \$251.61 |
| M233373 | Covid | RJ Plug, 10G, Cat6a, Flex, Shielded | 10.00 EA | \$12.31 | \$123.10 |
| M103964 | Crestron | 3-Series Control System® | 1.00 EA | \$1,125.00 | \$1,125.00 |
| M105496 | Crestron | 10.1 in. Touch Screen, Black Smooth | 1.00 EA | \$1,500.00 | \$1,500.00 |
| M105506 | Crestron | Tabletop Kit for TSS-10 and TSW-1060, Black Smooth | 1.00 EA | \$156.25 | \$156.25 |
| M100018 | Luxul | 12-Port/8 PoE+ Gigabit Managed Switch | 1.00 EA | \$344.38 | \$344.38 |
| 100208 | Vaddio | Av Bridge MINI. AUDIO AND VIDEO TO USB | 1.00 EA | \$1,751.54 | \$1,751.54 |

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| | | | | | |
|--|------------|---|---------|------------|--------------------|
| M116141 | AV Pro | 18Gbps HDMI 8x8 Matrix w/ Dual Audio Deembedding/Matrix with built in scalers and audio delay (Full | 1.00 EA | \$3,030.04 | \$3,030.04 |
| 101245 | Tripp Lite | 21U Low Profile Wall-Mount Rack Enclosure Cabinet Removable Side Panels 41Hx24Wx18D | 1.00 EA | \$598.75 | \$598.75 |
| 101179 | Tripp Lite | 8 Outlet Vertical Power Strip 120V 15A 10ft cord 5-15P 24 Inch | 1.00 EA | \$54.57 | \$54.57 |
| M303152 | Furman | 15A Standard Power Conditioner w/Lights and Digital Meter | 1.00 | \$149.08 | \$149.08 |
| MISC-SUPPLIES | KCAV | Miscellaneous Supplies | 1.00 EA | \$525.00 | \$525.00 |
| 100001 | KCAV | Cables & Hardware | 1.00 EA | \$800.00 | \$800.00 |
| ADDITIONAL COMPONENTS SUBTOTAL: | | | | | \$28,336.35 |
| TOTAL PURCHASED EQUIPMENT | | | | | \$28,336.35 |

INSTALLATION SERVICES

| DESCRIPTION | PRICE |
|------------------------------------|--------------------|
| Installation - Onsite | \$7,600.00 |
| Design | \$1,000.00 |
| Programming | \$2,880.00 |
| Project Management | \$1,300.00 |
| Commissioning | \$1,320.00 |
| TOTAL INSTALLATION SERVICES | \$14,100.00 |

SHIPPING & HANDLING

| DESCRIPTION | PRICE |
|--|-----------------|
| Shipping & Handling of all above items | \$550.00 |
| TOTAL SHIPPING & HANDLING | \$550.00 |

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GENERAL TERMS AND CONDITIONS

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

1. **GRANT OF SECURITY INTEREST:** By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the Equipment.

2. **INSTALLATION:** Customer hereby grants to Company or its agent the right to install the Equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the Equipment have been obtained. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.

3. **TAXES, FEES, AND PERMITS:** Customer agrees to pay Company all Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.

4. **SHIPPING:** All shipments of equipment are FOB Company's distribution facilities.

5. **RESPONSIBILITY:** Until balance is paid, Customer agrees to take proper care of the Equipment on premises and to be responsible for its damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.

6. **GENERAL:** This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. The Customer accepts full liability for payment of all reasonable attorneys' fees and other costs and charges incurred by Company in the collection of debt represented in the terms of this agreement or part thereof, and shall not affect any other clause or provision.

7. **INFRASTRUCTURE:** In the event that Company is installing equipment or systems that require connectivity to the Customer network including, but not limited to, VOIP connectivity, Internet Access, Wireless Network Access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by the Customer to Company before the completion of installation.

8. **INSTALLATION AND SITE PREPARATION:** Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Company's own subcontractors) or by scheduling delays due to the Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

The Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the quotation. The Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

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The Customer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall provide the Company with free access to the installation site so the Company can prepare for installation. The Customer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

The Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

9. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices.

The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to the Customer the applicable manufacturer's warranties, if any.

10. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

11. RESTOCKING FEES: In the event Customer wishes to return any Equipment based on reasons outside of the Company's control, Customer agrees to pay restocking fees.

12. CHANGE ORDERS: Any changes made to the design of the system or the contractual agreements in implementation or functionality will require a "Change Order" form signed by an authorized decision maker for the Customer.

13. TARIFFS: If any products included in a quote are impacted by International tariff changes, the Company reserves the right to adjust or cancel quote.

14. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any training or professional development services will be conducted for the buyer within 12 months of placement of the sales order. After 12 months, the Company shall no longer be liable to provide professional development services. The Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

15. CONFIDENTIALITY: This Entire Document and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company.

16. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

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MAINTENANCE AGREEMENT

KCAV PROJECT WARRANTY

KCAV offers a 90-day warranty on labor and workmanship, beginning on the date of substantial completion of your project. In the event there is a service issue, and it is determined that the issue is due to project workmanship, KCAV will rectify the issue at no cost to the client. KCAV offers a 90-day warranty on any manufacturer's components included in the project and purchased directly from KCAV. KCAV will work with the manufacturer and client to remove, replace, and reinstall the defective equipment at no charge to the client. KCAV supports the manufacturer's warranty on all hardware. Manufacturer warranties range in time and may be as long as five years. Most manufacturer warranties are based upon depot service. As such, the manufacturer warranty does not cover such items as travel and labor to remove defective equipment, or to reinstall replacement equipment. In the event of a service call which turns out to be related to issues outside of warranty (act of God, user-error, etc.), KCAV will submit an invoice for travel, time, and materials related to the service call. KCAV can provide more information regarding handling of hardware-based warranty situations upon request. KCAV is not responsible for warranty or support of existing Owner Furnished Equipment (OFE).

Maintenance and service agreements are available for extended periods of time. If you have interest in learning more, please contact KCAV at (service@kcav.com) for more information.

KCAV SERVICE OPTIONS

KCAV offers three levels of hourly service, in order to address a full range of situations that require timely, high-quality service of our clients' AV system.

Standard-Level Service

Standard-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Standard-level services requires a minimum of two business days' advance notice for scheduling purposes. While KCAV will make every effort to perform standard service sooner than two days from the client's request, this will not always be possible.

Priority-Level Service

Priority-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Priority-level service will be performed with less than two business days' advance notice. Priority-level service is designed for time-sensitive service needs which do not allow for two or more business days' advance notice.

After-Hours Service

After-hours service takes place outside of 8:00am - 5:00pm, Monday-Friday, and also takes place on federal holidays. After-hours service is designed for service needs which cannot be addressed during standard business hours.

Please note the following which apply to all levels of service provided by KCAV:

- Service time is portal-portal. The time is calculated from the time the service technician departs the KCAV office until the time the service technician returns to the KCAV office.
- There is a two-hour minimum for all service calls.
- There is a \$90.00 dispatch fee added to each service call to account for the costs of operating the service vehicle.

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PAYMENT TERMS

1. DELAYS: All orders are subject to the Seller's ability to make delivery at the time specified, and the Seller shall not be liable for damages for failure to make partial or complete delivery. The Seller shall not be liable for delays in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). The Buyer shall be liable for any added expenses incurred by the Seller because of Buyer's delay in furnishing requested information to the Seller, delays resulting from order changes by the Buyer, or delays related to Buyer's network configuration or other systems issues or conditions affecting installation.

2. DELIVERY COSTS & CLAIMS: Buyer agrees to pay for all shipping or transportation costs of the Goods as and if stated on Seller's proposal and/or the invoice. Seller shall not be liable to Buyer for any damage to or loss of Goods in transit. Seller's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Buyer must inspect and verify that contents match packing list and are without damage. If there are any discrepancies or damages, Buyer must notify Seller in writing within three (3) business days, or such claims shall be waived.

3. HARDWARE-ONLY ORDERS: Orders over \$50,000 consisting of hardware only require a 50% deposit.

4. INSTALLATION PROJECTS: In keeping with industry standards, payment terms for commercial projects that involve installation are as follows:

- 40% deposit in advance of start of project
- 40% invoiced following delivery of hardware
- 20% invoiced following completion of project

5. PAYMENT & PAST DUE ACCOUNTS: All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Seller's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Buyer agrees to reimburse Seller for all attorneys' fees and court costs in connection with default of these payment terms by Buyer.

6. CREDIT & CREDIT CARD PURCHASES: Credit payment terms must have the prior approval of Seller. If at any time, Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, Seller reserves the right to stop delivery of Goods or provision of Services, on notification to Buyer, and to demand payment in advance or to require other security, and in the absence thereof, to cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.



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PROPOSAL SUMMARY

| | |
|------------------------|-------------|
| Purchased Equipment: | \$28,336.35 |
| Professional Services: | \$14,100.00 |
| Shipping and Handling | \$550.00 |
| Subtotal: | \$42,986.35 |
| Tax: | \$0.00 |
| Total: | \$42,986.35 |

ACCEPTANCE

CLIENT: Smithville City Hall

DATE: _____

BY: _____

PRINT: _____

COMPANY: Kansas City Audio-Visual

DATE: _____

BY: _____

PRINT: _____

Proposal Name: Smithville New Council Chambers
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create engaging spaces

**Smithville New Council Chambers: LIVE VOTING
SYSTEM ADD ON. ALT 1**

Proposal No. 10333

7/21/2020

Prepared For:

Smithville City Hall

107 W Main St,
Smithville, MO 64089 USA
(816)532-3897

Linda Drummond, City Clerk

ldrummond@smithvillemo.org
(816)532-3897

Prepared By:

Kansas City Audio-Visual, Inc.

7535 Troost Ave,
Kansas City, MO 64131
(800)798-5228

David Gates, AV Sales Consultant - MO

dgates@kcav.com
(800) 798-5228 x130

Proposal Name: Smithville New Council Chambers: LIVE VOTING SYSTEM ADD ON. ALT 1
Produced On: 7/21/2020
Proposal No: 10333

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COMPANY OVERVIEW

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We look forward to welcoming you to the KCAV family of clients.

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SCOPE OF WORK

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Produced On: 7/21/2020
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MATERIALS & SERVICES

PURCHASED EQUIPMENT

| MASTER NUMBER | MFG | PART DESCRIPTION | QTY | UNIT PRICE | EXT. PRICE |
|--|---------|---|---------|------------|-------------------|
| ADDITIONAL ITEMS | | | | | |
| MISC-SUPPLIES | KCAV | Miscellaneous Supplies | 1.00 EA | \$525.00 | \$525.00 |
| | MERIDIA | WIRELESS VOTING KEYPAD | 60.00 | \$70.00 | \$4,200.00 |
| | MERIDIA | WIRELESS RECEIEVR | 1.00 | \$361.00 | \$361.00 |
| | MERIDIA | SOFT SHELL BAG | 1.00 | \$65.00 | \$65.00 |
| | MERIDIA | LIFETIME SUPPORT AND INSTRUCTOR LEAD TRAINING | 1.00 | \$0.00 | \$0.00 |
| ADDITIONAL COMPONENTS SUBTOTAL: | | | | | \$5,151.00 |
| TOTAL PURCHASED EQUIPMENT | | | | | \$5,151.00 |

INSTALLATION SERVICES

| DESCRIPTION | PRICE |
|------------------------------------|-------------------|
| Project Management | \$260.00 |
| Commissioning | \$880.00 |
| TOTAL INSTALLATION SERVICES | \$1,140.00 |

SHIPPING & HANDLING

| DESCRIPTION | PRICE |
|--|----------------|
| Shipping & Handling of all above items | \$90.00 |
| TOTAL SHIPPING & HANDLING | \$90.00 |

Proposal Name: Smithville New Council Chambers: LIVE VOTING SYSTEM ADD ON. ALT 1
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Proposal No: 10333

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GENERAL TERMS AND CONDITIONS

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

1. GRANT OF SECURITY INTEREST: By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the Equipment.

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4. SHIPPING: All shipments of equipment are FOB Company's distribution facilities.

5. RESPONSIBILITY: Until balance is paid, Customer agrees to take proper care of the Equipment on premises and to be responsible for its damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.

6. GENERAL: This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. The Customer accepts full liability for payment of all reasonable attorneys' fees and other costs and charges incurred by Company in the collection of debt represented in the terms of this agreement or part thereof, and shall not affect any other clause or provision.

7. INFRASTRUCTURE: In the event that Company is installing equipment or systems that require connectivity to the Customer network including, but not limited to, VOIP connectivity, Internet Access, Wireless Network Access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by the Customer to Company before the completion of installation.

8. INSTALLATION AND SITE PREPARATION: Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Company's own subcontractors) or by scheduling delays due to the Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

The Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the quotation. The Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

Proposal Name: Smithville New Council Chambers: LIVE VOTING SYSTEM ADD ON. ALT 1
Produced On: 7/21/2020
Proposal No: 10333

Valid Through:
Page: 5 of 8

The Customer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall provide the Company with free access to the installation site so the Company can prepare for installation. The Customer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

The Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

9. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices.

The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to the Customer the applicable manufacturer's warranties, if any.

10. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

11. RESTOCKING FEES: In the event Customer wishes to return any Equipment based on reasons outside of the Company's control, Customer agrees to pay restocking fees.

12. CHANGE ORDERS: Any changes made to the design of the system or the contractual agreements in implementation or functionality will require a "Change Order" form signed by an authorized decision maker for the Customer.

13. TARIFFS: If any products included in a quote are impacted by International tariff changes, the Company reserves the right to adjust or cancel quote.

14. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any training or professional development services will be conducted for the buyer within 12 months of placement of the sales order. After 12 months, the Company shall no longer be liable to provide professional development services. The Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

15. CONFIDENTIALITY: This Entire Document and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company.

16. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

PAYMENT TERMS

1. DELAYS: All orders are subject to the Seller's ability to make delivery at the time specified, and the Seller shall not be liable for damages for failure to make partial or complete delivery. The Seller shall not be liable for delays in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). The Buyer shall be liable for any added expenses incurred by the Seller because of Buyer's delay in furnishing requested information to the Seller, delays resulting from order changes by the Buyer, or delays related to Buyer's network configuration or other systems issues or conditions affecting installation.

2. DELIVERY COSTS & CLAIMS: Buyer agrees to pay for all shipping or transportation costs of the Goods as and if stated on Seller's proposal and/or the invoice. Seller shall not be liable to Buyer for any damage to or loss of Goods in transit. Seller's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Buyer must inspect and verify that contents match packing list and are without damage. If there are any discrepancies or damages, Buyer must notify Seller in writing within three (3) business days, or such claims shall be waived.

3. HARDWARE-ONLY ORDERS: Orders over \$50,000 consisting of hardware only require a 50% deposit.

4. INSTALLATION PROJECTS: In keeping with industry standards, payment terms for commercial projects that involve installation are as follows:

- 40% deposit in advance of start of project
- 40% invoiced following delivery of hardware
- 20% invoiced following completion of project

5. PAYMENT & PAST DUE ACCOUNTS: All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Seller's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Buyer agrees to reimburse Seller for all attorneys' fees and court costs in connection with default of these payment terms by Buyer.

6. CREDIT & CREDIT CARD PURCHASES: Credit payment terms must have the prior approval of Seller. If at any time, Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, Seller reserves the right to stop delivery of Goods or provision of Services, on notification to Buyer, and to demand payment in advance or to require other security, and in the absence thereof, to cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

PROPOSAL SUMMARY

| | |
|------------------------|------------|
| Purchased Equipment: | \$5,151.00 |
| Professional Services: | \$1,140.00 |
| Shipping and Handling | \$90.00 |
| Subtotal: | \$6,381.00 |
| Tax: | \$0.00 |
| Total: | \$6,381.00 |

ACCEPTANCE

CLIENT: Smithville City Hall

DATE: _____

BY: _____

PRINT: _____

COMPANY: Kansas City Audio-Visual

DATE: _____

BY: _____

PRINT: _____

Proposal Name: Smithville New Council Chambers: LIVE VOTING SYSTEM ADD ON. ALT 1
Produced On: 7/21/2020
Proposal No: 10333

Valid Through:
Page: 8 of 8



create engaging spaces

References

Blue Valley School District

Kyle Weldon
15020 Metcalf
Stanley, KS 66223
(913) 239-6200

2016 to Present

We have provided years of service to the BVSD, ranging from Classroom renovations, audio and visual upgrades, IFP conversions, new audio systems for the Choir and Music rooms and a range of other audio installs

Lees Summit Reorganized School District

Jeannette Dennison
301 NE Tudor Rd.
Lees Summit, MO
(816) 986-1260

2004 to Present

We have serviced Lees Summit School District for a number of years ranging from service calls to box orders to classroom upgrades and install of various audio and visual equipment.

Lawrence Schools USD 497

Kyle Hayden
Chief Operations Officer
110 McDonald Dr.
Lawrence, KS 66044
(785) 330-4309

March 2019

Currently installing new audio, control, and video systems at Free State High School. We have completed numerous AV jobs within the district ranging in equipment and technical ability.

kcav.com

KANSAS CITY | 7535 Troost Ave | Kansas City, MO 64131 | 800.798.5228
OMAHA | 5810 S. 142nd St, Suite B | Omaha, NE 68135 | 800.798.5228 x151

University of Missouri- Columbia

Vladimir Kuljak
Technology Resource Manager
700 East Stadium Blvd
Columbia, MO 65211
(573) 882-3322
kuljakv@MISSOURI.EDU

2002 to Present

Completed numerous projects for MU over the years including: School of Medicine, Law School, and the School of Business buildings. These buildings had classroom AV, Auditoriums, and large lecture halls. All contained various video distribution systems, sound systems, and varying display solutions.

Wolf Creek Nuclear Power Operations

Timothy East
1550 Oxen Rd NE
Burlington, KS 66839
(620) 364-8006

December 2018

Installed AV in the 80 seat Auditorium, which included a video wall, sound system, and video conferencing. The space also includes an overflow area, media briefing room, and digital signage throughout the building.

The logo for kcav.com, featuring the text "kcav.com" in white on a red rectangular background.

KANSAS CITY | 7535 Troost Ave | Kansas City, MO 64131 | 800.798.5228
OMAHA | 5810 S. 142nd St, Suite B | Omaha, NE 68135 | 800.798.5228 x151

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 Jerrold D. Bernard, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jerrold Bernard and I am currently President of Kansas City Audio Visual (hereinafter "Contractor"), whose business address is 7535 Troost Ave, 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.
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.

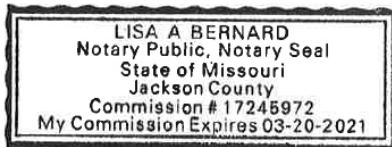
[Signature]

Jerrold Bernard

[Printed name]

Affiant Subscribed and sworn to before me this 21st day of July, 2020.

[Notary Public]



My Commission Expires 3/20/2021

Commissioned in Jackson County

Commission # 17245972

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

The City of Smithville is looking to provide a professional live stream from City Hall for Board of Alderman and other meetings. Staff must have the ability to initiate, control, and terminate streaming capabilities remotely.

The Council Chambers has a fixed dais with seating for nine (9) people – six (6) voting Board members, the Mayor, the City Administrator, and City Clerk – with conduit run through the floor from underneath the dais to the nearest wall and up said wall to open ceiling space, in addition to a free-moving podium. City Hall currently has 100 Mbps internet service at this location provided by AT&T.

The desired project includes the purchase and installation of the following:

1. One (1) low profile wall-mount rack enclosure cabinet with removable side-panels
2. One (1) half-rack, single channel receiver
3. Two (2) I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels, configurable USB audio, 128 x 128
4. One (1) 120W audio amplifier
5. One (1) control system with a 10"+ touch screen and tabletop kit
6. One (1) AV Bridge with audio and video to USB
7. One (1) 18Gbps HDMI 8x8 Matrix with dual audio deembedding/matrix with scalers and audio delay
8. One (1) solid-state SD/USB media recorder
9. One (1) streaming and capture appliance
10. Two (2) PTZ cameras, 2 megapixel, full HD 1080p 60fps, USB 2.0, CMOS sensor, auto-focus
11. Nine (9) free-standing, flexible microphones with amplifiers able to be placed on and removed from the dais
12. One (1) wireless microphone for the podium (or to be passed around the room)
13. Two (2) 75"-80" 4K UHD smart televisions
14. Two (2) dual-arm tilt and rotate mounts for televisions in #13
15. Six (6) two-way ceiling speakers with 70/100V transformer with 80 bypass, 110-degree conical coverage, includes C-

The Vendor will provide all labor and materials, including cabling, for installation, set-up, configuration, programming, and training of staff on the above equipment/system.

The City desires to take on no additional ongoing costs associated with this project, other than the internet service already provided.

ALTERNATE: Provide an integrated public/private voting system with could be used in any of the following manners:

- a) Allow for the six (6) Board members to vote which could display the votes of each voting member publicly (i.e. Board Member 1 - Yes, Board Member 2 - No, Board Member 3 – Abstain, etc.)
- b) Allow for the six (6) Board members to vote which could display the votes in total (4 Yes, 2 No, 0 Abstain)
- c) Allow for the Mayor to break a tie in voting in (a) or (b) and display that tiebreaking vote
- d) Allow for up to 50 audience members to vote and which could display the votes in total (30 Yes, 20 No)

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.

Smithville Board of Aldermen

(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 #20-12 LIVE MEETING STREAMING FROM CITY HALL

I, David Gates, hereby representing
(Agent Submitting RFP)

Kansas City Audio Visual, 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.

Kansas City Audio Visual
Company Name

7535 Troost Ave
Address

Kansas City, MO 64131
City/State/Zip

816-333-5300
Telephone

43-1595227
Tax ID No.

David Gates
Authorized Person (Print)


Signature

Sales Rep
Title

7/21/20
Date

dgates@kcav.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 as well as all license information for running said display:

See Attached References Sheet

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #20-12 for a cost to the City of Smithville as follows:

| Item Description | Bid Price |
|---------------------------------------|-------------|
| Live Meeting Streaming from City Hall | \$42,986.35 |
| Alternate: Live Voting System Add-On | \$6,381.00 |

JUNE CARES EXPENDITURES



City of Smithville

Meeting Date: August 4, 2020

Department: Administration, Finance

Agenda Item: Resolution of 812 – Approval of June CARES Expenditures

Summary:

This Resolution would approve expenditures on CARES-related expenses for the month of June 2020.

Purpose:

Congress passed, and the President signed, the Coronavirus Aid Relief and Economic Security (CARES) Act on March 27, 2020, which provides for federal stimulus monies to flow to the states by population and to counties within the state also by population.

On May 1, 2020, the Clay County Commission approved Resolution 2020-139 which proposes disbursements to entities within Clay County based on population and identifies \$945,399.87 as Smithville's allocation.

On June 16, 2020, the Board discussed staff's proposal to approve expenditures in three general categories: Citywide Expenditures Related to COVID-19 Expenditures; Renovation of City Facilities and Purchase of Equipment to Enhance Mitigation of the Spread of COVID-19; Small Business Grants; and Set-Aside for Future Needs Relating to COVID-19. Staff has created a separate fund to track eligible expenses and recommends that the Board approve expenses before submitting to Clay County.

The first expenditure report to Clay County included \$14,433.43 of COVID-related expenses incurred between March 1, 2020 and May 31, 2020. The report along with other CARES-related information can be found on the City website at <https://www.smithvillemo.org/pview.aspx?id=20815&catid=25>.

The second expenditure report to Clay County will include \$6,122.16 of COVID-related expenses incurred between June 1, 2020 and June 30, 2020 for purchases of PPE, cleaning supplies and equipment, and technology to facilitate telework. These expenses were originally charged to other funds but have now been transferred to the CARES Stimulus Act Fund upon approval of Bills 2861-20 (creation of the fund) and 2862-20 (appropriation of expenditures from the fund). The second expenditure report to Clay County also includes \$7,766.96 of COVID-related legal fees incurred between March 1, 2020 and June 30, 2020. The second expenditure report totals \$13,889.12. Expenditures are detailed on the attached report, which will be filed with Clay County on or before August 15, 2020.

| | |
|--|---------------|
| Impact: | |
| Comprehensive Plan: | N/A |
| Economic Development Plan: | N/A |
| Parks Master Plan: | N/A |
| Strategic Plan: | N/A |
| Capital Improvement Plan: | N/A |
| Budget: | CARES funding |
| Legislative History: N/A | |
| Suggested Action: Motion to approve Resolution 812. | |
| Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: August 15 Clay County Report | |

RESOLUTION 812

A RESOLUTION APPROVING EXPENDITURES FROM THE CARES ACT STIMULUS FUND IN THE AMOUNT OF \$13,889.12 FOR EXPENDITURES RELATED TO THE COVID19 PANDEMIC.

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

WHEREAS, the City of Smithville was disbursed approximately \$945,400 through Clay County for eligible cost reimbursement of expenses related to addressing the COVID19 pandemic; and

WHEREAS, eligible expenses and documentation is required to be submitted monthly to Clay County; and

WHEREAS, in order track eligible expenditures the City established a separate fund titled CARES Act Stimulus Fund; and

WHEREAS, staff recommends that eligible expenditures incurred between June 1, 2020 and June 30, 2020 totaling \$13,889.12 in the CARES Act Stimulus Fund.

NOW, THEREFORE, BE IT RESOLVED that expenditures totaling \$13,889.12 in the CARES Act Stimulus Fund are approved for prior expenses and will be reported to Clay County on or before August 15, 2020.

PASSED THIS 4th DAY OF August 2020

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

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Tracking for COVID Related Expenses - Vendor Services

Supporting documentation: copies of invoices, purchase orders, checks/air confirmations, other documents providing additional detail

| Tracking for Hours and Overtime Costs Related to COVID Response | | Total Reg | Total OT | Total Cost |
|---|--|-----------|----------|------------|
|---|--|-----------|----------|------------|

Enter period start date in yellow box to right (autofills to end of month).

| | Combined Summary | | 23.40 | - | \$ 3,778.52 |
|------------|------------------|-----------|-------|---|-------------|
| Period #1: | 3/1/2020 | 3/7/2020 | - | - | \$ - |
| Period #2: | 3/8/2020 | 3/14/2020 | - | - | \$ - |
| Period #3: | 3/15/2020 | 3/21/2020 | 3.40 | - | \$ 549.02 |
| Period #4: | 3/22/2020 | 3/28/2020 | 16.40 | - | \$ 2,648.19 |
| Period #5: | 3/29/2020 | 4/4/2020 | 3.60 | - | \$ 581.31 |

[illegible][illegible]

Agenda Notes

[illegible]

Supporting documentation: copy of timecards or similar report from payroll system

| Period #1: | 3/29/2020 | 4/4/2020 | 8.00 | - | \$ 1,291.80 |
|------------|-----------|-----------|------|---|-------------|
| Period #2: | 4/5/2020 | 4/11/2020 | 1.50 | - | \$ 242.21 |
| Period #3: | 4/12/2020 | 4/18/2020 | 4.50 | - | \$ 726.64 |
| Period #4: | 4/19/2020 | 4/25/2020 | 1.80 | - | \$ 290.66 |
| Period #5: | 4/26/2020 | 5/2/2020 | - | - | \$ - |

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Agenda Notes

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| Tracking for Hours and Overtime Costs Related to COVID Response | | | | | Total Reg | Total OT | Total Cost |
|---|------------|-----------|-----------|------------------|-----------|-----------|------------|
| Supporting documentation: copy of timecards or similar report from payroll system | | | | | | | |
| | | | | Combined Summary | 5.90 | - | \$ 952.70 |
| Enter period start date in yellow box to right (autofills to end of month). | Period #1: | 4/26/2020 | 5/2/2020 | 1.90 | - | \$ 306.80 | |
| | Period #2: | 5/3/2020 | 5/9/2020 | 2.40 | - | \$ 387.54 | |
| | Period #3: | 5/10/2020 | 5/16/2020 | 1.60 | - | \$ 258.36 | |
| | Period #4: | 5/17/2020 | 5/23/2020 | - | - | \$ - | |
| | Period #5: | 5/24/2020 | 5/30/2020 | - | - | \$ - | |

[illegible]

Agenda Notes

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[illegible]

| Tracking for Hours and Overtime Costs Related to COVID Response | | | | Total Reg | Total OT | Total Cost |
|---|-----------|------------------|------|-----------|----------|------------|
| Supporting documentation: copy of timecards or similar report from payroll system | | | | | | |
| | | Combined Summary | | 3.00 | - | \$ 484.43 |
| Period #1: | 5/31/2020 | 6/6/2020 | | - | - | \$ - |
| Period #2: | 6/7/2020 | 6/13/2020 | 2.00 | - | - | \$ 322.95 |
| Period #3: | 6/14/2020 | 6/20/2020 | | - | - | \$ - |
| Period #4: | 6/21/2020 | 6/27/2020 | 1.00 | - | - | \$ 161.48 |
| Period #5: | 6/28/2020 | 7/4/2020 | | - | - | \$ - |

[illegible][illegible]

