



SMITHVILLE, MISSOURI

Board of Aldermen - Regular Session

(Revised 10/16/2020)

7:00 p.m.

October 20, 2020

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AGENDA



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda – **Revised October 16, 2020**

October 20, 2020

7:00 pm – 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.

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
 - October 6, 2020 Board of Alderman Work Session Minutes
 - October 6, 2020 Board of Alderman Regular Session Minutes

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports
 - Planning Commission
 - Finance Committee
5. City Administrator's Report

ORDINANCES & RESOLUTIONS

6. Bill No. 2872-20, Adopting the Fiscal Year 2020-2021 Proposed Budget – 2nd Reading

An Ordinance to adopt the Fiscal Year 2020-2021 proposed budget. 2nd reading by title only.

7. Bill No. 2873-20, Creation of a Parks and Stormwater Sales Tax Fund – 2nd Reading

An Ordinance to approving the creation of a Parks and Stormwater Sales Tax Fund to account for the receipt of and expenditures from the ½-cent Parks and Stormwater Sales Tax and to keep that allocation separate from any other monies. 2nd reading by title only.

8. Bill No. 2874-20, Destruction of Records – 2nd Reading

An Ordinance to authorize staff to proceed with the destruction of certain finance and police records as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 2nd reading by title only.

9. Bill No. 2875-20, 2017 NEC and 2018 Building Codes and Property Maintenance – 1st Reading

An Ordinance adopting the 2018 International Codes for Buildings and the 2017 National Electrical Codes.

10. Resolution 841, Amending Contract with Future iQ

A Resolution to amend the contract with Future iQ to complete a Parks and Recreation Master Plan.

11. Resolution 842, Amendment No. 4 to Authorization No. 79, Engineering for Downtown Streetscape Phase 2

A Resolution to amend Amendment 4 to Authorization No. 79 to the existing agreement with HDR Engineering, Inc. to complete the design of the alleyway west of N. Bridge Street between W. Main St. and W. Church Street in an amount of \$7,730.00.

OTHER MATTERS BEFORE THE BOARD

12. 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.

13. Appointment

The Mayor will make a nomination for the Economic Development Committee.
Cali Maxfield

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: October 20, 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 October 6, 2020 Board of Alderman Work Session Minutes
- Approve the October 6, 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 Minutes – October 6, 2020 Work Session

SMITHVILLE BOARD OF ALDERMAN WORK SESSION

October 6, 2020 5:30 p.m.
City Hall Council Chambers

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

The meeting was streamed live on the city's FaceBook page.

1. Call to Order

Mayor Boley, called the meeting to order at 5:31 p.m.

A quorum of the Board was present. Mayor Boley, Alderman Chevalier and Aldermen Bloemker were in attendance in the City Hall Council Chambers. Other Board members present via Zoom meeting: Alderman Sarver, Alderman Atkins and Alderwoman Wilson. Alderman Ulledahl joined the meeting after 6:00 p.m.

Cynthia Wagner was in attendance in the City Hall Council Chamber. Staff present via Zoom: Nickie Lee, Chuck Soules, Chief Jason Lockridge, Jack Hendrix, Matt Denton and Linda Drummond.

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

Alderwoman Wilson moved to adjourn to Executive Session pursuant to Section 310.021(2) RSMo. Alderman Chevalier seconded the motion.

Upon roll call vote via teleconference:

Alderwoman Wilson – Aye, Alderman Sarver – Aye, Alderman Atkins – Aye,
Alderman Bloemker – Aye, Alderman Chevalier – Aye, Alderman Ulledahl – Absent.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned to Executive Session at 5:31 p.m.

Work Session Reconvene at 6:03 p.m.

3. Discussion of 2017 NEC and 2018 IBC for Building Codes

Jack Hendrix, Development Director, provided background. The City initially adopted the 2003 ICC, International Code Council, of the family of codes in 2006. The City adopts new codes about every three to four years, generally waiting for other communities to review and adopt them. The City currently uses the 2012 codes. Staff is suggesting that we adopt the 2018 codes for a couple reasons: we are now ISO certified as a Building Code Enforcement group. That certification benefits our residents from the standpoint of homes built under the adopted code get a better insurance ISO rating. Those rating updates occur every 5 years and we are due for an update rating review in November. For our residents to get the full amount of our rating system part of that requires us to have codes that are no older than 5 years. The City is still on the 2012 codes, so we are currently 8 years behind. Staff

had planned on doing this much earlier in the year but as we all know COVID-19 delayed code review. The Code updates were presented to the Planning Commission in the spring. Jack and Jim Waddle, Building Inspector, reviewed the building codes with the assistance of the consultant from IBTS to make certain recommendations related to those building codes. Staff contacted the Kansas City area Home Builders Association as they regularly provide their input as to the new code provisions as well.

Jack explained that Chapter 500 of our codes section pertains to plumbing, mechanical, fuel gas, residential code, commercial code and energy efficiency. This year staff is recommending the Swimming Pool and Spa Code because it is no longer a subset of the residential code and now are a stand-alone code. Staff is recommending it also be adopted.

Alderman Chevalier asked if we change the codes now what happens to the construction already in progress?

Jack explained that the new codes will be for any new construction after the codes are approved and go into effect. He said that the building site maintenance is one of the complaints that the City receives on a regular basis. The new provisions for residential building requirements are the site cleanup and a restroom provided for workers within 500 feet. Staff is not recommending anything of any significance in any of the other codes just adopting them with the updates.

Alderman Atkins stated he believes we should stay updated with all codes.

Jack said that it was staffs intent to have them done earlier this year. He also explained that the new codes will be coming out next year. He said that most communities wait a year before adopting the new codes. The codes are updated every three years and Kansas City metro like us did not adopt the 2015 Codes.

Jack said if the Board had no objections, staff would bring forward an Ordinance to adopt the 2018 Codes at the next meeting for first reading.

The Board had no objections.

4. Discussion of Property Maintenance

Jack explained the Property Maintenance Code is part of the International Codes. In 2012 we eliminated most of the old nuisance code scenarios that were based upon state law. The City adopted the IPMC, the Property Maintenance Code because it gave more robust and clear understanding of the rules. Everything related to weed height and maintenance of the exterior of a property are defined. The Property Maintenance Code also now needs updating. Staff decided to break these items from the building code discussion because property maintenance is handled through Code Enforcement. In the staff report staff has made certain recommendations requiring Board decision. Staff requests direction particularly on two subjects; the

weed height and the grass height issue. Currently in our Code it is somewhere between seven or sixteen inches depending on different factors. Keowa Norton, Codes Enforcement Officer, has made her recommendation it is to have one rule for grass height. She recommends ten inches in height for grass. This would mean that once the grass height reaches ten inches it is a serious issue.

The other subject is vehicle parking in grassy areas. In the City Codes we have abandoned unlicensed or inoperable vehicles which can be addressed anywhere they are parked. Jack explained staff is looking for direction from the Board on the vehicles that are parked in the grassy areas and not on a paved or graveled surface. Keowa made her recommendation based upon the frequency and the type of complaints that she receives related to vehicles. Her recommendation would be to require any parking of a vehicle to be on a prepared hard surface to reduce nuisance violations as well as protect the appearance of the city. Jack asked the Board for direction on this issue.

Mayor Boley appreciated the work staff put into this. He said he is good with staff's recommendations on both issues. He asked that staff investigate vehicles that are stored in the streets for long periods of time. Mayor Boley stated that this issue makes it difficult for the snowplows and street sweeper to get through the streets. He said this is a safety issue also.

Jack explained that Keowa does get those type of complaints, but they are a police matter.

Alderman Atkins asked if he were to park his truck in his back yard for a day to load items would he be in violation?

Jack explained if Code Enforcement happen to see it you might receive a notice that you need to move the vehicle and not park it in the grass. Jack explained that scenarios such as this are not the ones that cause the City issues, it is where there are multiple vehicles parked in the back yard or they are using their front yard as a parking lot. He said it is more for the long-term parking in the grassy area where the grass and weeds grow up around the vehicles and you cannot mow, or it kills the grass.

Alderman Atkins said he would like to see adjusting the verbiage to no more than two- or three-days parking in grassy areas. He asked if the wheels where six inches off the driveway in the grass would the City get complaints?

Jack said if it was a long-term parking in the grass, we are likely to receive complaints.

Alderman Chevalier said with changing it from seven inch grass height to ten inch grass height are we under the assumption that if someone's grass is already letting their grass grow to seven inches they will let it then grow to ten inches?

Mayor Boley explained that we have inconsistency in our Code. One area it says seven inch and sixteen in another.

Alderman Chevalier said that sixteen-inch was undeveloped areas.

Jack said it is the undeveloped areas, but that is the complaint that we receive. The person that lives there must mow his yard at seven-inches, but the uninhibited lot does not have to be mowed until it reaches sixteen-inches. Jack said the ten inches is just the recommendation.

Alderman Bloemker said that he thinks we need clear and consistent requirements, and this is one that staff have done their homework on. He said that he supports staff's recommendation for the ten-inch height.

Alderwoman Wilson said that she is fine with it being consistent. Her question to Jack was at what point would the City go in and mow the property and would the City put a lien on it?

Jack said that the City would either mow it or hire it done. He said that it is done on a fairly regular basis. Jack explained the process, first the property owner receives a notice to which they have ten days to rectify that notice. If they do not complete it within the ten days it is by state law that we then send them an abatement letter that says they have five additional days to take care of it or the City will mow it and put a special tax lien on the property. Jack said that the City has a lawn service that we have retained for this purpose.

Alderwoman Wilson said she would prefer it be seven-inch across the board but realizes that is probably not feasible for construction areas. She agrees with the ten-inch maximum height.

Mayor Boley said ten inches is pretty tall and by time they receive their notice it could be as tall as 14-16 inches in height. He said he agrees with the ten-inch maximum as long as it is consistent.

Alderman Sarver said he would like it to be consistent but if a neighbor did not mow their grass until it reached the nine-inch height every time it could affect property values.

Alderman Chevalier said he agreed that a ten-inch height was pretty tall for residence. He would rather see it at seven-inch height. He suggested ten-inch height for undeveloped.

Alderman Sarver said he would prefer seven-inch height.

Alderman Ulledahl said he prefers a ten-inch height. He said he can see the ten-inch height when you are trying to get some growth in your yard but can also see where it might cause issues.

Mayor Boley asked if anyone on the Board had any objection to making it seven-inch across the board?

Alderwoman Wilson stated she thought it would make enforcement easier if it was seven-inch across the board.

No one on the Board had any objections to making grass and weed height seven-inch across the board.

Jack said that he would draft the Ordinance with the seven-inch height.

Mayor Boley asked the Board if they had any issues with the recommendations for vehicles parked on grassy areas?

No Board member had any issues.

Mayor Boley called a 10-minute recess at 6:29 p.m. to allow time for the Girl Scouts to join the meeting. The meeting reconvened at 6:38 p.m.

5. Presentation by Girls Scouts

Girls Troup 1919 presented "Why We Need Trees" to the Board.

Just How Scout Bad is this Problem?

One billion hectares (1 hectare equals 100 acres) of forest have been cut down in the past 40 years! To put that into perspective, 1 billion hectares is equal to about the size of Europe! Half of the world's rainforests have been destroyed in just a century. We cannot replace 1 billion hectares of trees, but we can help plant a few.

What the Trees Do for Us

Trees are vital. As the biggest plants on the planet, they give us oxygen, store carbon, stabilize the soil and give life to the world's wildlife. They also provide us with the materials for tools and shelter. Trees prevent soil erosion, and their roots hold the soil from landslides. What would civilization be without wood and paper? Trees are very important to society which is why deforestation is such a problem, with all the trees being cut we need to continue to plant more.

Kinds of Plants We Should Plant

We would like to plant some trees in a newly developed area for the community. We will plant native trees in the Smithville area, for some general ideas on what types, Maple, Oak, and Dogwood.

Girl Scout Troup 1919 asked the Board to consider allowing them to plant trees. They explained that they wished to plant trees to help make the town of Smithville prettier.

Alderman Bloemker thanked the girls for their presentation and suggested they be allowed to work with the Parks and Recreation Department to figure out the best locations to plant the trees.

Alderman Atkins stated that he supported their project.

Alderman Chevalier and Alderwoman Wilson agreed to allow them to plant the trees.

Alderman Sarver thanked them for coming to the Board and said that they could plant as many trees as they like.

Alderman Ulledahl said they did a good job and agreed they should plant the trees.

Mayor Boley noted that Girl Scouts Troup 1919 will work with the Parks and Recreation Department for the best locations to plant the trees around Smithville.

Girl Scout Troup Leader, Sara Freeman thanked the Board for their time and said that they would be in contact with the Parks and Recreation Department.

6. Adjourn

Alderman Bloemker moved to adjourn the Work Session. Alderman Atkins seconded the motion.

Ayes – 6, Noes – 0, motion carried.

Mayor Boley declared the Work Session adjourned at 6:45 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

Smithville Board of Aldermen

Board of Aldermen Minutes – October 6, 2020 Regular Session

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

October 6, 2020 7:00 p.m.
City Hall Council Chambers

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

The meeting was streamed live on the City's FaceBook page.

1. Call to Order

Mayor Boley called the meeting to order at 7:00 p.m. A quorum of the Board was present. Mayor Boley, Alderman Chevalier and Aldermen Bloemker were in attendance in the City Hall Council Chambers. Other Board members present via Zoom meeting: Alderman Sarver, Alderman Atkins, Alderman Ulledahl and Alderwoman Wilson.

Cynthia Wagner was in attendance in the City Hall Council Chamber. Staff present via Zoom: Nickie Lee, Chuck Soules, Chief Jason Lockridge, Jack Hendrix, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Mayor Boley

3. Consent Agenda

• Minutes

- September 15, 2020 Board of Alderman Work Session Minutes
- September 15, 2020 Board of Alderman Regular Session Minutes

No discussion.

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

Upon roll call vote via teleconference:

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

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

None

Mayor Boley asked the Board if they wanted to leave the first meeting in November on November 3, or move it to November 2 because of the election?

Cynthia reminded the Board that there is a joint School Board and Board of Alderman meeting at 6:00 p.m. on November 2.

Mayor Boley asked if the Board would object to having the Board of Alderman Work and Regular Sessions after the 6:00 p.m. joint School Board/Board of Alderman meeting?

The Board all agreed to move the first meeting in November to Monday, November 2 following the joint School Board/Board of Alderman meeting.

5. City Administrator's Report

Cynthia informed the Board of some personnel changes. Cynthia indicated Steven Larson who has been hired as Finance Director taking Dan Toleikis place. Stephen will begin with us in that role on October 19. Stephen also joined this meeting via zoom.

Stephen Larson stated he was excited and honored to join the City of Smithville and he is really looking forward to working with the Board of Alderman and to serve on the City's leadership team. He said he is looking forward to continuing to help push the City forward and to be a part of that journey.

Cynthia explained that there is also an additional change to the Finance Department personnel. Last week, Finance Specialist, Nicole Williams announced her resignation effective October 9. Staff has begun recruitment for that position. Nicole has been in this position for nine years and we certainly appreciate her efforts. Cynthia noted that Stephen will be involved in the interview process to appoint someone to fill the vacancy.

Cynthia said that on Saturday, September 26, Building Inspector Jim Waddle successfully completed the exam to become certified as an ICC Residential Building Inspector. Jim is the first inspector with the City of Smithville to successfully obtain his Residential Building Inspector Certification and we are very proud of his efforts.

Cynthia provided an update on the Comprehensive Plan. During the Planning and Zoning Commission meeting next Tuesday a draft of the updated Comprehensive Plan will be updated. Staff is awaiting the draft from the consultants. That information is anticipated to be forwarded on Friday to the Planning Commission as well as members of the Board of Alderman. A Zoom invitation for the meeting Tuesday, October 13 will be sent to the Planning Commission as well as the Board of Alderman. Staff highly encourages the Board to attend. Cynthia explained that the consultants will be looking for feedback on the draft document and public comment. It is anticipated that the Planning Commission should have the final version of that

document in November and it will then be brought before the Board for action at that point in time.

Cynthia explained that staff is preparing for winter weather. Based on prior Board authorizing she has signed a check for the \$8,700 request for salt. We currently have 300 tons of salt and 100 tons of sand and salt mix, so our stores are full at this time. Chuck Soules, Public Works Director, has been working with staff to develop an RFP for contracted snow removal. The RFP was posted today. The Street Department has identified a couple of neighborhoods within the community that staff would like to target for experimental assistance through contract snow plowing. There will be training a session for the contractor. The City will provide the de-icing materials. The contractor will provide the equipment and personnel. The contractor would be paid on an hourly basis. This would free up city staff to address other areas with a goal to increase efficiency and address snow removal operations more efficiently.

Cynthia provided an update on development at the Marketplace. Price Chopper is planning a ribbon cutting and grand opening on October 14, the ribbon cutting will be at 7:30 a.m. The developers are requesting a transfer of property ownership which will be similar to the transfer of property ownership done for the land for Porter's, Taco Bell the 8,000 square foot pad site. Cynthia reminded the Board that they approved that process to be done with administrative authorization. Cynthia said we anticipate one coming forward for a pad site for a restaurant that she would approve those if there were no questions from the Board.

South of Scooter's the foundation work has begun on the 8,000 square foot pad site. Jack Hendrix, Development Director, has indicated work should begin shortly on the Herzog Development and foundation work has begun for the Nodaway Valley Bank site.

ORDINANCES & RESOLUTIONS

6. Bill No. 2872-20, Adopting the Fiscal Year 2020-2021 Proposed Budget – 1st Reading

Alderman Chevalier moved to approve Bill No. 2872-20, adopting the Fiscal Year 2020-2021 proposed budget. 1st reading by title only. Alderwoman Wilson seconded the motion.

No discussion.

Upon roll call vote via teleconference:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2872-20 approved first reading.

7. Bill No. 2873-20, Creation of a Parks and Stormwater Sales Tax Fund – 1st Reading

Alderman Chevalier moved to approve Bill No. 2873-20, approving the creation of a Parks and Stormwater Sales Tax Fund to account for the receipt of and expenditures from the 1/2-cent Parks and Stormwater Sales Tax and to keep that allocation separate from any other monies. 1st reading by title only. Alderwoman Wilson seconded the motion.

No discussion.

Upon roll call vote via teleconference:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2873-20 approved first reading.

8. Bill No. 2874-20, Destruction of Records

Alderman Chevalier moved to approve Bill No. 2874-20, authorizing staff to proceed with the destruction of certain finance and police records as authorized by the retention and destruction schedule approved by the Secretary of State's Office. The Finance Department desires to destroy audited accounts payable and accounts receivable records dated November 1, 2017 through October 31, 2018. The Police Department desires to destroy police records dated 2006-2014. These records are not part of an investigative file/report and meet the minimum retention period. 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 Ulledahl – Aye,
Alderman Chevalier – Aye, Alderman Atkins – Aye, Alderman Bloemker – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2874-20 approved first reading.

9. Resolution 835, Amending the Contract with A3G

Alderman Chevalier moved to approve Resolution 835, amending the contract with A3G for reconfiguration design and construction administration of renovations for the lobby area, restrooms, copier area and administrative side of City Hall. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 835 approved.

10. Resolution 836, Liquor License for Rebecca Hofmeister

Alderman Chevalier moved to approve Resolution 836, approving a liquor license for Rebecca Hofmeister, doing business as White Iron Ridge, LLC located at 815 East 92 Highway. Alderman Atkins seconded the motion.

No discussion.

The Board concurred with utilization of administrative leave for poll work service.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 836 approved.

11. Resolution 837, Liquor License for David Cox

Alderman Chevalier moved to approve Resolution 837, approving a liquor license for David Cox, doing business as Humphrey's Sports Bar & Grill, located at 111 North Bridge Street. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 837 approved.

12. Resolution 838, Final Plat, Greyhawke at the Lake Phase 3B

Alderman Chevalier moved to approve Resolution 838, approving the final plat for Greyhawke at the Lake Phase 3B. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 838 approved.

13. Resolution 839, Litigation and in the Alternative Annexation of Certain Lands

Alderman Chevalier moved to approve Resolution 839, authorizing litigation and in the alternative annexation of certain lands and calling a public hearing November 17 concerning said proposed involuntary annexation pursuant to §71.015 R.S.MO. Alderman Sarver seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 839 approved.

14. Resolution 840, August CARES Expenditures

Alderman Chevalier moved to approve Resolution 840, approving eligible expenditures incurred between August 1, 2020 and August 31, 2020 totaling \$43,183.69 in the CARES Act Stimulus Fund. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 840 approved.

OTHER MATTERS BEFORE THE BOARD

15. Public Comment

None

16. Appointment

Mayor Boley nominated Garold Elston for the Economic Development Committee for a three-year term.

Upon roll call vote via teleconference:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Garold Elston a member of the Economic Development Committee.

17. New Business from the Floor

None

18. Adjourn

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

Ayes – 6, Noes – 0, motion carries via teleconference. Mayor Boley declared the regular session adjourned at 7:20 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

CITY ADMINISTRATOR'S REPORT



City Administrator's Report

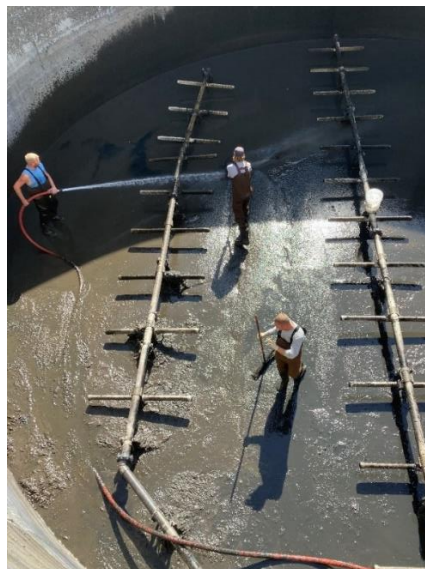
October 15, 2020

Main Street Trail Project Update

See attached memo from Public Works Director Chuck Soules with an update on project status and a change we have approved to the trail depth, resulting in a change to the project of approximately \$32,000. This increase is accounted for in the project force account (contingency).

One Dirty Job!

Utilities operational were busy this week cleaning the digester to make repairs to the aeration system. In the past they have called ACE Pipe Cleaning to complete this work. Staff completing this work saves ratepayers approximately \$5,000. (As Chuck notes, yes, that is Smithville waste they are cleaning!)



Splash Pad Installation

Following delays in progress on installation of the splash pad related to development of the Clay Creek Townhomes (a parkland dedication requirement of the developer), work has proceeded this week on this amenity, which will become part of the city's parks and recreation network. The FY2021 budget includes funds for benches and sunshades for the splash pad.

**Price Chopper Ribbon Cutting and Grand Opening**


On Wednesday, the new Price Chopper in Smithville Marketplace celebrated its grand opening. The developer shared some ariel pictures of the area which also show progress in the development.





Meeting Schedule

A reminder that at the October 6 Board meeting, the November 3 meeting was moved to Monday, November 2 following the joint meeting with the School Board.

	<div>STAFF</div> <div>REPORT</div>
Date:	October 14, 2020
To:	Cynthia Wagner, City Administrator
From	Charles Soules, Director of Public Works
Subject:	Main Street Trail

Notice to proceed for the Trail project was issued September 15 after receiving the approval of DNR. The contract includes 140 calendar days for completion. Amino has been making good progress on the project.

Through discussions with DNR, the City was able to increase the Federal participation by \$23,038.10 to an amount of \$296,538.10 (with the City share of \$1,039,958).

To date there have been field adjustments both increasing and decreasing the quantities and cost. Taking all the adjustments into account we are currently tracking approximately \$5,000 over the contract price with about 20% of the project complete based on cost.

The project design/bid includes 8-foot and 10-foot wide, 4-inch thick concrete trail. Typically, a sidewalk/trail wider than 6-foot would include a thicker section. While the trail users are supposed to be pedestrian and cyclists, it is not uncommon for people to use the trail for other purposes such as mowers accessing areas to be maintained, utilities and locate companies, tree removal services and other general maintenance services. The City will have some snow removal equipment, as well, on the trail, to clear snow off the trail. These loads may cause unnecessary stress on a 4-inch concrete section and lead to cracking of the concrete. Additionally, during wet periods and freeze thaw cycles these larger panels (8 and 10-foot wide) are more susceptible to experiencing uneven stresses which may also cause cracking. It is recommended that the thickness of the concrete be increased to 5-inches. The 180th Street Trail, which is also an 8-foot wide path, is 5-inches.

Amino has provided a cost increase of \$5.02/ square yard to account for the increase in concrete cost. There will be some additional minor grading that also needs to be completed with this change but Amino is only requesting the additional cost for the concrete, which is appreciated.

The trail contains 6,400 square yards, therefore the increase in cost will be a little more than \$32,000. The bid approved by the Board included a force account (or project

contingency) of \$50,000. The net \$5,000 in project changes would bring remaining funds in the force account to \$45,000.

I have asked DNR if they would participate in this additional cost but this may take a couple weeks to receive a response and Amino is currently working on grading and will probably begin placing the trail before we receive a response. If DNR does approve this additional cost, their participation would be 20% (\$6,400).

Whether DNR participates or not, increasing the trail thickness to 5-inches is necessary for the longevity of the project. We are proceeding with making this change for an additional cost of \$32,000.

ADOPTING THE FISCAL YEAR 2020-2021 PROPOSED BUDGET



City of Smithville

Meeting Date: October 20, 2020

Department: All

Agenda Item: Bill No. 2872-20, FY2021 Annual Operating Budget - second reading

Summary:

City staff worked collectively since January to determine needs for the FY2021 Budget. The City Administrator and Finance Director presented the proposed FY2021 Budget at the August 18 Work Session, detailing fund summaries and department detail for the Board. The budget document incorporates Board direction from work sessions dedicated to review of the recommended budget.

This budget document is a draft document to be finalized and submitted to the Government Finance Officers Association. After approval of the budget, the final budget document will be posted to the City website before November 1.

The only changes to the document since the last Board discussion is the inclusion of a contingency for potential health care costs. The previous budget as presented included a \$21,490 excess of revenues over expenditures. As previously explained, initial estimates from United Health Care for medical insurance expenditures were a 29% increase. Since that time, staff has worked with United and the City's broker to negotiate a new plan and new rates which would be well under the initial 15% included in the budget. At this point staff recommend leaving the \$21,490 as a contingency and will report back to the Board after open enrollment and reallocate budget authority as needed.

Purpose:

First reading of the FY2021 Annual Operating Budget.

Impact:

Comprehensive Plan:	Significant
Economic Development Plan:	Significant
Parks Master Plan:	Significant
Strategic Plan:	Significant
Capital Improvement Plan:	Significant
Budget:	Significant

Legislative History:

Following review of budget issues and the capital improvement plan at work sessions throughout the spring, the FY2021 Annual Operating Budget was presented and discussed at the August 18 Work Session.

Suggested Action:

Motion to approve Bill No. 2872-20, FY2021 Annual Operating Budget for second reading by title only.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report

☒ Ordinance ☐ Resolution ☐ Minutes ☒ Other: [FY2021 Budget Document](#)

BILL NO. 2872-20

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE FY2021 ANNUAL OPERATING BUDGET FOR THE CITY OF SMITHVILLE, MISSOURI, AND AUTHORIZING THE EXPENDITURES OF FUNDS FOR MUNICIPAL SERVICES.

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

THAT, for the purpose of financing the conduct of affairs of the City of Smithville, Missouri during the fiscal year from November 1, 2020, and ending October 31, 2021 inclusive, the budget of the City's revenue and expenses for such period prepared and submitted to the Smithville Board of Aldermen by the City Administrator is hereby approved and adopted as the Official Budget of the City of Smithville, Missouri; and

THAT, the amounts set forth in the various funds are hereby appropriated to such uses, and authority is hereby given to the City Administrator of the City of Smithville to expend the amounts shown for the purposes indicated; and

THAT, the amounts for each fund, as shown in the Annual Budget shall not be increased or decreased except by the Board of Aldermen approval, but the various objects of expenses comprising the total appropriation for any fund may be increased or decreased at the discretion of the City Administrator, providing the adjustments shall not increase the total amount appropriated for that fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE THIS 20th DAY OF OCTOBER 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/6/2020

Second Reading: 10/20/2020

CREATING A PARKS AND STORMWATER SALES TAX FUND



City of Smithville

Meeting Date: October 20, 2020

Department: Finance
Parks & Recreation
Public Works (Streets)

Agenda Item: Bill No. 2873-20, Creation of Parks and Stormwater Sales Tax Fund
- second reading

Summary:

This Ordinance would create a new budgetary fund for revenue and expenditures from the ½-cent parks and stormwater sales tax.

Purpose:

Bill No. 2859-20 authorized the results of the Parks and Stormwater sales tax approved in the June 2, 2020 municipal election. The results of the election are certified by the Clay and Platte County Election Boards.

This Ordinance would allow for the creation of the Parks and Stormwater Sales Tax Fund to account for the receipt of and expenditures from that allocation separate from any other City monies.

Impact:

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

Legislative History:

N/A

Suggested Action:

Motion to approve Bill No. 2873-20, by title only for 2nd reading

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

BILL NO. 2873-20

ORDINANCE NO. XXXX-20

AN ORDINANCE CREATING THE PARKS AND RECREATION STORMWATER SALES TAX FUND.

WHEREAS, the City formally declared the election results for the June 2, 2020 election for the issue of implementing a ½-cent parks and stormwater sales tax; and

WHEREAS, the City has determined that a new fund is necessary to accurately account for the ½-cent parks and stormwater sales tax revenue and expenses relative to operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control.

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

The Parks and Stormwater Sales Tax Fund is hereby established in the City's treasury and shall be held and administered by the City's Finance Director.

Passed this 20th day of October 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/06/2020

Second Reading: 10/20/2020

DESTRUCTION OF RECORDS**City of Smithville****Meeting Date:** October 20, 2019**Department:** Finance/Police**Agenda Item:** Bill No. 2874-20, Destruction of Records - second reading**Summary:**

The City keeps administrative, fiscal and legal records as required by the State of Missouri. The Secretary of State's Office publishes a records retention manual which establishes minimum retention periods for the administrative, fiscal and legal records created by local governments. Some records are permanent while others must be kept for various lengths of time. When non-permanent records have reached their retention date, the State recommends those records to be destroyed.

The Finance Department desires to destroy audited accounts payable and accounts receivable records dated November 1, 2017 through October 31, 2018 by shredding. These records include invoices, check registers, refund registers, payment distribution statements, and receipt registers. These accounts payable and accounts receivable records meet the minimum retention period after a completed audit.

The Police Department desires to destroy police records dated 2006-2014 by shredding. These records are not part of an investigative file/report and meet the minimum retention period.

Purpose:

The purpose is to destroy audited accounts payable and accounts receivable records per the records retention schedule published by the Secretary of State's Office.

Impact:

Comprehensive Plan:	None
Economic Development Plan:	None
Parks Master Plan:	None
Strategic Plan:	None
Capital Improvement Plan:	None
Budget:	None

Legislative History:

None

Suggested Action:Motion to approve Bill No. 2874-20 for 2nd reading by title only.

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

BILL NO. 2874-20

ORDINANCE NO. XXXX-20

AN ORDINANCE AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS.

WHEREAS, it has been determined that FY18 accounts payable and accounts receivable records and documents have met the retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMo.; and

WHEREAS, it has been determined that the 2006-2014 police records are not part of an investigative file/report and have met the minimum retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMO.; and

WHEREAS, it has been determined that the records and documents have no further administrative, legal, fiscal, research or historical value; and

WHEREAS, destruction of said records will allow more space for operations, increase storage space, allow for easier access to needed records and provide a better environment of records which must be legally retained; and

WHEREAS, the Smithville Board of Aldermen wish to authorize the destruction of said records.

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

Section 1. That the Board of Aldermen hereby elects, pursuant to Section 109.200 RSMo., to approve the destruction of police records from 2006-2014 and accounts payable and accounts receivable records and documents that have met the requirements of the retention schedule and no longer have value.

Section 2. The Board of Aldermen hereby directs the City Clerk to find a method of destruction approved by the State of Missouri.

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 20th of October 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/06/2020

Second Reading: 10/20/2020

2017 NEC AND 2018 BUILDING CODES AND PROPERTY MAINTENANCE



City of Smithville

Meeting Date: October 20, 2020

Department: Development

Agenda Item: Bill No. 2875-20, International Codes Adoption – first reading

Summary:

Approving this ordinance would replace the current 2012 building code with the updated 2018 Building Codes.

Purpose:

The City of Smithville has used the International Code Council family of building codes since 2006, with regular updates every few years. The current code provisions are from 2012. Up to date codes are an essential part of the ISO rating system for new home construction, and the 2018 code are the most current ICC codes available. City staff, building inspections consultant and various organizations have reviewed and commented upon the 2018 codes, which resulted in the overall staff recommendations. Those recommendations were presented to the Planning Commission in June, and the Commission recommended adoption of the codes as presented here.

The attached Ordinance would update all the city building codes and reorganize some provisions in accordance with changes in structure by the ICC. The most significant structural change is the separation of the Swimming Pool and Spa provisions from an appendix in the building code to its own individual code. The second most impactful change in the building codes is the addition of certain maintenance provisions in the Residential code. Specifically, staff recommended adding a requirement of a portable restroom be made available within 500 feet of any new construction, as well as various trash, debris and erosion measures for the permit holder and any subcontractor or supplier to the permitted project.

Lastly, this code adopts the International Property Maintenance Code with the grass height and hard surface parking requirements recommended following the last work session.

Approving the Ordinance will update our codes and improve our rating in the ISO system for building code enforcement.

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: The last adoption of the 2012 building code occurred in January 2013.	
Suggested Action: A motion to approve Bill No. 2875-20, by title only for first reading.	
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 type="checkbox"/> Other:	

BILL NO. 2651-13

ORDINANCE NO. XXXX-XX

AN ORDINANCE ADOPTING THE 2018 INTERNATIONAL CODES FOR BUILDINGS AND THE 2017 NATIONAL ELECTRICAL CODES

WHEREAS, three copies of the 2018 *International Building, Residential, Mechanical, Plumbing, Fuel Gas, Energy Conservation Swimming Pool & Spa and Property Maintenance Codes*, and the 2017 *National Electrical Code* were filed in the office of the City Clerk on February 6, 2020, and kept available for public use in accordance with §67.280 R.S.Mo., and

WHEREAS, the Planning Commission reviewed and approved the revisions to the Code of Ordinances concerning building codes at the regularly scheduled meeting on June 5, 2020;

WHEREAS, the Smithville Board of Aldermen deems it to be in the best interest of the City of Smithville to adopt said code,

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

Section 1. That Sections 500.020 thru 500.105 are hereby repealed and replaced and renumbered as follows:

500.020 International Building Code Adoption

That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the *International Building Code*, 2018 edition, including Appendix Chapters B, C, E, F, G, H, I, and J, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Smithville, in the State of Missouri for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.025.

Section 500.025 Additions, Insertions, Deletions and Changes to the International Building Code

The following sections of the *2018 International Building Code* are hereby revised:

Section 101.1 Insert City of Smithville, Missouri in place of [Insert Name of Jurisdiction].

Section 105.1.1 and 105.1.2 are deleted.

Section 105.2 (2) and (6), Delete.

Section 107.1 Delete a portion of the paragraph limited to the following statement “where required by the statutes of the jurisdiction in which the project is to be constructed.”

Section 110.3.7 shall be amended to include “Where required by the Building official” at the beginning of the section.

Section 113 Delete the entire provision and replace with the following:

All appeals of orders, decisions or determinations made by the building official relative to the application of this code, all appeals shall be heard and governed by the provisions of Section 400.630, et seq., of this Code.

Section 1612.3 Insert City of Smithville, Missouri in place of [Insert Name of Jurisdiction] and August 3, 2015 in place of [Insert Date of Issuance].

Appendix H, Sections H 101.2, H104 and H114 are hereby deleted. Any provision in Appendix H that allows any sign in an area excluded by the sign code at Section 400.485 et seq. is hereby deleted.

500.030 International Residential Code Adoption

That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the *International Residential Code for One- and Two-Family Dwellings, 2018* including Appendix Chapters A, B, C, F, G, H, J, N, P, Q, R S and T as published by the International Code Council, Inc., be and is hereby adopted as the Residential Code for One- and Two-Family Dwellings of the City of Smithville, in the State of Missouri; for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses not more than three (3) stories in height in the City of Smithville, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2018 edition, published by the International Code Council on file in the office of the City of Smithville are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.035.

Section 500.035. Additions, Insertions, Deletions and Changes to the International Residential Code.

Section R101.1. Insert: City of Smithville in place of [Name of Jurisdiction].

Section R105.2 Delete subsections (2) and (5).

Section R106.1 Delete the following statement “where required by the statutes of the jurisdiction in which the project is to be constructed.”

Section R112 Delete the entire provision and replace with the following:

All appeals of orders, decisions or determinations made by the building official relative to the application of this code shall be heard and governed by the provisions of Section 400.630, et seq., of this Code.

Table R301.2(1) shall read as follows:

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp°	Ice Barrier Underlayment Requirement	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Wind Speed	Topographic effects		Weathering	Frost Line Depth	Termite					
20	90	No	A	Severe	36"	Yes	6°	No	1978 2015	1034	53.5

Section R302.13 Fire Protection of floors. Is amended by adding an exception “5. Wood I-joists.”

Section R303.4 Mechanical ventilation is amended by changing “five (5) to three (3) air changes”.

Add new subsections to Section R306 as follows:

Section R306.5 New single-family dwellings toilet facilities. Toilet facilities shall be provided within 500 feet (measured from the property line adjacent to the street for platted subdivisions along the public way) for all new single-family dwellings starting from the time of the first footing inspection until facilities are available in the dwelling. If the facilities are not located on the job site, the location of the required

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facilities shall be posted on the job site or other certification provided to the Building Code Official to verify the availability of toilet facilities. The facilities on the site shall be removed prior to issuance of a Temporary Certificate of Occupancy.

R306.6 New single-family dwellings construction site maintenance. All construction sites shall be maintained in a good, clean, and safe condition, including, but not limited to, the following minimum requirements:

1. Construction materials shall be stored, maintained, and secured so as to prevent safety risk or danger. Accumulated construction debris shall be hauled away and disposed of at an approved landfill. Dumpsters shall be emptied or removed when full and may be used only for construction debris. Construction materials shall not be stored in a public right-of-way.
2. All mud, dirt, or debris deposited on any street, crosswalk, sidewalk, or other public property as a result of excavation, construction, or demolition shall be immediately broom cleaned to the extent possible and disposed of in an acceptable manner.
3. It shall be unlawful to intentionally place, deposit, or otherwise dispose of construction debris in any public or private sewer.
4. Airborne particles shall be controlled on the property at all times during work by means of a water truck and/or spraying equipment, or other water sources capable of spraying and thoroughly saturating all portions of the structure and surrounding property affected by the work. Spraying shall be undertaken at all times necessary to thoroughly control the creation and migration of airborne particles, including, without limitation, dust, from the subject property.
- 5.. Every contractor shall be responsible for all actions of their employees, agents, and subcontractors under this Subsection, and shall be responsible for all violations of the provisions of this Subsection committed by such employees, agents, or subcontractors.

Section R313 Delete the entire provision.

Section R319 is amended by adding a new section to be numbered and read as follows: 319.2 Illumination. Single family dwellings shall have the ability to illuminate the address and numbers during the hours of darkness with a power source connected to the house electrical system or other approved source of illumination.

Section 602.6.1 is amended by deleting "eight 10d" and adding "four 10d"

Section N1101.12 Maintenance information shall be amended by deleting everything after the first sentence.

Section 1102.4.1.2 shall be amended by inserting "Where required by the Code Official" at the beginning of the first sentence.

Section 1102.4.4 delete this provision.

Section N1103.3.3 shall be amended by inserting "Where required by the Code Official" at the beginning of the sentence that reads "duct tightness shall be verified by either of the following:".

Table N1106.4 (R406.4) shall be amended to read as follows:

N1106.4 (R406.4) Maximum Energy Rating Index

Climate Zone	Energy Rating Index
4	80

Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet the mandatory requirements of Section N1106.2 and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

Section P2503 shall be amended by inserting "Where required by the Code Official" at the beginning of the first sentence in Section P2503.4, P2503.5, P2503.6, P2503.7 and P2503.8.

Section R2603.5.1 Insert 36" in both locations.

Chapter 33 shall be amended to include a new Section 3304 Future connection(s). In the event a Sump Pit is installed, but no pump is installed, the pit must have a discharge pipe installed to within 24" of the pit and installed to the outside of the building. Such piping must be capped on both ends, and the interior cap shall be marked "SUMP". The pit must be sealed with a lid sufficient to meet the radon protection requirements of the code.

Section 3901.9 shall be amended by deleting the words "vehicle bay" and replacing it with "garage" in two locations.

Section 3901.12 is hereby deleted.

Section E3902.2 shall be amended by inserting the following language at the end of the current language:

Exception: A dedicated receptacle supplying solely a garage door opener, or a refrigerator, or a freezer that is clearly identified as "NOT GFCI PROTECTED".

Section E3902.5 is amended by deleting the Exceptions provision and replacing it with a new provision to be numbered as follows:

Exceptions:

1. A receptacle supplying only a permanently installed fire alarm or burglar alarm system and identified as "NOT GFCI PROTECTED".
2. A dedicated receptacle supplying a sump pump and identified as "NOT GFCI PROTECTED".
3. A dedicated receptacle supplying a refrigerator and/or freezer and identified as "NOT GFCI PROTECTED".

Section E3902.16 is amended by deleting the first sentence thereof and inserting the following language:

All branch circuits that supply 120-volt, single phase 15- and 20-ampere receptacles installed in bedrooms shall be protected by any of the following:

Section E4002.14 is hereby deleted.

500.040 International Mechanical Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the *International Mechanical Code, 2018* including Appendix Chapter A, as published by the International Code Council, Inc., be and is hereby adopted as the Mechanical Code of the City of Smithville, in the State of Missouri, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of Smithville, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such *International Mechanical Code, 2012* edition, published by the International

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Code Council, on file in the office of the City of Smithville are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.045.

Section 500.045. Additions, Insertions, Deletions and Changes to the International Mechanical Code.

Section 101.1. Insert: City of Smithville

Section 106.5.2 See Smithville Comprehensive Schedule of Fees

Section 106.5.3 Insert 50%

Section 108.4 Insert misdemeanor, \$500.00, 90

Section 108.5 Insert \$25.00; \$500.00

Section 109 Means of Appeal – Delete subsections 109.1-109.7 and insert the following:

109.1 Appeals. All appeals of orders, decisions or determinations made by the building official relative to the application of this code, all appeals shall be heard and governed by the provisions of Section 400.625, et seq., of this Code.

500.050 International Plumbing Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the 2018 *International Plumbing Code*, including Appendix Chapters A-E, as published by the International Code Council, Inc., be and is hereby adopted as the Plumbing Code of the City of Smithville, in the State of Missouri, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of Smithville, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such *International Plumbing Code*, 2018 edition, published by the International Code Council, on file in the office of the City of Smithville are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.055.

Section 500.055. Additions, Insertions, Deletions and Changes to the International Plumbing Code.

Section 101.1. Insert: City of Smithville

Section 106.6.2 See Schedule in Section 500.100 of the Code of Ordinances

Section 106.6.3 Insert 50%

Section 108.4 Insert Misdemeanor, \$500.00, and 90 days.

Section 108.5 Insert \$25.00, \$500.00

Section 109 Means of Appeal – Delete subsections 109.1-109.7 and insert the following:

109.1 Appeals. All appeals of orders, decisions or determinations made by the building official relative to the application of this code, all appeals shall be heard and governed by the provisions of Section 400.625, et seq., of this Code.

Section 305.4.1. Shall be amended to read: Building sewers shall be installed not less than 36 inches below grade.

Section 701.2 Sewer required. is amended to read as follows: Buildings in which plumbing fixtures are installed and premises having drainage piping shall be connected to a public sewer where available, or in compliance with a permit issued by the Clay County Health Department.

Section 7.15.1 Sewage backflow. shall be amended to read: Where plumbing fixtures are installed on a floor with a finished floor elevation below the elevation of the manhole cover of the next upstream unsealed manhole in the public sewer, such fixtures shall be protected by a backwater valve installed in the building drain. Plumbing fixtures installed on a floor with a finished floor elevation above the elevation of the elevation of the manhole cover of the next upstream unsealed manhole may not discharge through a backwater valve.

500.060 National Electrical Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the NFPA 70 *National Electrical Code, 2017 Edition* as published by the National Fire Protection Association, Inc., be and is hereby adopted as the Electric Code of the City of Smithville, in the State of Missouri; for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electric systems in the City of Smithville, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such NFPA 70 *National Electrical Code, 2017 Edition*, published by the National Fire Protection Association, Inc., on file in the office of the City of Smithville are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.065.

500.065 Additions, Insertions, Deletions and Changes to the National Electrical Code.

The following sections are hereby revised:

Article 90 is hereby revised by adding a new subsection 90.10, which shall read as follows:

90.10 Administration and enforcement. The administrative provisions for this Code shall be those provisions contained in the Building Code adopted in Section 500.020 of the Smithville City Code.

Article 210 is hereby amended by amending the first paragraph of section 210.12 (A) to read as follows:

210.12(A) Dwelling Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets installed in dwelling unit bedrooms shall be protected by a listed arc-fault circuit interrupter, combination-type, installed to provide protection of the branch circuit.

Article 334 is hereby amended by amending Section 334.10 to read as follows:

334.10 Uses permitted. Type NM, Type NMC, and Type NMS cables shall be permitted to be used in the following.

1. One-and two-family dwellings and their attached or detached garages and their storage buildings.
2. Multifamily dwellings except as prohibited in Section 334.12.
3. Other structures permitted except as prohibited in Section 334.12 Cables shall be concealed within walls, floors, or ceiling that provide a thermal barrier of material that has at least a 15-minute finish rating as identified in listings of fire-rated assemblies.
4. Cable trays, where the cables are identified for the use.
 - A. **Type NM.** Type NM cable shall be permitted as follows:
 - (1) For both exposed and concealed work in normally dry locations except as prohibited in Section 334.10(3)
 - (2) To be installed or fished in air voids in masonry block or tile walls.

- B. **Type NMC.** Type NMC cable shall be permitted as follows:
 - (1) For both exposed and concealed work in dry, moist, damp, or corrosive locations, except as prohibited in Section 334.10(3).
 - (2) In outside and inside walls of masonry block or tile.
 - (3) In shallow chase in masonry, concrete, or adobe protected against nails or screws by a steel plate at least 1/16 in. thick and covered with plaster, adobe, or similar finish.
- C. **Type NMS.** Type NMS cable shall be permitted as follows:
 - (1) For both exposed and concealed work in normally dry locations except as prohibited in Section 334.10(3).
 - (2) To be installed or fished in air voids in masonry block or tile walls.
 - (3) To be used as permitted in Article 780.

500.070 International Fuel Gas Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the *International Fuel Gas Code, 2018 Edition* including Appendix Chapters A-D as published by the International Code Council, Inc., be and is hereby adopted as the Fuel Gas Code of the City of Smithville, in the State of Missouri; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2018 Fuel Gas Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.075.

Section 500.075. Additions, Insertions, Deletions and Changes to the International Fuel Gas Code.

Section 101.1. Insert: City of Smithville

Section 106.6.2 Insert See the Comprehensive Schedule of Fees

Section 106.6.3 Insert 50%

Section 109 Means of Appeal – Delete subsections 109.1-109.7 and insert the following:

109.1 Appeals. All appeals of orders, decisions or determinations made by the building official relative to the application of this code shall be heard and governed by the provisions of Section 400.625, et seq., of this Code.

500.080 International Energy Conservation Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the 2018 *International Energy Conservation Code* as published by the International Code Council, Inc., be and is hereby adopted as the Energy Conservation Code of the City of Smithville, in the State of Missouri; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2018 Energy Conservation Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.085.

Section 500.085. Additions, Insertions, Deletions and Changes to the International Energy Conservation Code.

Section C101.1. Insert: City of Smithville

Section C107 the text is deleted and the following language inserted: "all fees shall be those contained in the Code contained in Sections 500.020 and 500.025.

Section C108.4 Insert \$25.00 and \$500.00.

Section C109 Delete the entire provision and replace with the following:

All appeals of orders, decisions or determinations made by the building official relative to the application of this code, all appeals shall be heard and governed by the provisions of Section 400.625, et seq., of this Code.

Table C402.2 is hereby amended as follows:

Climate Zone 4 Except Marine is amended in the following locations by inserting the new requirements as follows:

Roofs – Insulation entirely above deck – R-20ci.

Above Grade Walls – Wood framed and other – R-13.

Section C406 is deleted.

Section C408 is deleted.

Sections R101-R405 is hereby deleted. All Residential Energy Code provisions are those contained in the Building Code adopted in Section 500.030 and 500.035.

500.090 International Property Maintenance Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the 2018 *International Property Maintenance Code*, as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance Code of the City of Smithville, in the State of Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2018 Property Maintenance Code are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.095.

Section 500.095 Additions, Insertions, Deletions and Changes to the International Property Maintenance Code.

Section PMC101.1. Insert: City of Smithville

Section PMC103.5 Delete

Section PMC110.3 is hereby deleted and replaced as follows:

110.3.1 Hearings, Notice. When any property has been declared a dangerous building by the code official, the code official shall provide notice to the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in the building or structure as shown by the land records of the Recorder of Deeds of Clay County of a hearing before the Building Commissioner. That notice shall include the code official's findings and supporting his/her determination that such building is dangerous.

110.3.2 Building Commissioner, Duties. The Building Commissioner shall be the City Administrator of the jurisdiction and shall schedule a hearing a minimum of 10 days following such notice provided in Section 110.3.1 At said hearing, the Building Commissioner shall review the code official's findings, and

take all evidence from interested parties concerning such findings. After such hearing, the Building Commissioner shall issue an order making specific findings of fact, based upon competent and substantial evidence, which shows the building or structure to be a nuisance and detrimental to the health, safety, or welfare of the residents of the city and ordering the building or structure to be demolished and removed, repaired or cleaned up. If the evidence does not support a finding that the building or structure is a nuisance or detrimental to the health, safety, or welfare of the residents of the city, no order shall be issued.

110.3.3 Appeal of the decision of the Building Commissioner

Any person entitled to service under these provisions may appeal from the decision of the building commissioner as to the abatement of a dangerous building, to the circuit court of Clay County not later than thirty (30) days after the written decision of the building commissioner is adopted and issued.

110.3.4 Failure to Comply.

If the Owner fails to Comply with an Order to Demolish or Repair within the timeframe established in such Order, the jurisdiction may demolish, secure, repair or clean up such property either itself, or through a contractor. If the jurisdiction completes such work, it shall cause a special tax bill or assessment against the property to be prepared and collected according to law. If the work is completed by a contractor on behalf of the jurisdiction, and the contractor files a mechanic's lien in accordance with state law, then no such tax bill shall be issued. The tax bill may, upon request of the owner, be paid in installments over a period of not more than ten years.

110.3.5 Insurance Proceeds from damage or Loss.

If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion, or other casualty loss, and if the covered claim payment is in excess of fifty percent (50%) of the face value of the policy covering a building or other structure, then the following procedure shall apply:

1. The insurer shall withhold from the covered claim payment ten percent (10%) of the covered claim payment, and shall pay that amount to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Section. If a special tax bill of assessment is issued by the City for the expenses of demolition of such building as a dangerous building, the monies held by the City shall be applied toward payment of special tax bill or assessment. If there is any excess, it shall be paid by the City to the insured or as the terms of the policy, including any endorsements thereto, provide.
2. The City Shall release the proceeds and any interest which has accrued on such proceeds received under Subsection (1) of this Section to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies, unless the City has instituted legal proceedings under the provisions of the Chapter. If the City has proceeded under the provisions of this Chapter, all monies in excess of that necessary to comply with provisions of this Chapter, for the removal of the building or structure, less salvage value, shall be paid to the insured.
3. The City may certify that, in lieu of payment of all or part of the covered claim payment under this Section, it has obtained satisfactory proof that the insured has or will remove debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the City shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without deduction. It shall be the obligation of the insured or other person making claim to provide the insurance company with the written certificate provided for in the Subsection.

No provision of the Section shall be construed to make the City a party to any insurance contract.

Section PMC111 Delete the entire provision and replace with the following:

Section 111 Means of Appeal. All appeals of orders, decisions or determinations made by the building official , ***except those governed by Section 110.3 above***, relative to the application of this code, all appeals shall be heard and governed by the provisions of Section **400.625**, et seq., of this Code.

Section PMC112.4. Insert "One dollar" and "Five-hundred dollars".

Section PMC302.4 Weeds. Insert - 7 inches

Section 302.7 Delete the entire provision and replace with the following:

All accessory structures, including, but not limited to, detached garages, fences, walls and dumpster or trash enclosures shall be maintained structurally sound and in good repair. Additionally, the access doors to all dumpster or trash enclosures shall be securely fastened at all times, except when being used to load or unload trash.

Add a new Section 302.10 Parking. All motor vehicles, trailers, recreational vehicles or boats shall be parked or stored on an approved parking surface. Approved parking surfaces are only those surfaces that consist of one of the following: 4" thick Asphalt or Portland concrete area that encompasses the entire area under the vehicle, trailer, etc. or a 6" gravel base that encompasses the entire area under the vehicle, trailer, etc.

Section PMC304.14. Date March 15-November 15

Section PMC602.3. Date October 1-April 1

Section PMC602.4 Date October 1-April 1

500.100 International Swimming Pool and Spa Code Adoption

That certain documents, three (3) copies of which are on file in the office of the City Clerk of the City of Smithville, being marked and designated as the 2018 *International Swimming Pool and Spa Code*, as published by the International Code Council, Inc., be and is hereby adopted as the Swimming Pool and Spa Code of the City of Smithville, in the State of Missouri for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2018 Swimming Pool and Spa Code are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.105.

Section 500.105 Additions, Insertions, Deletions and Changes to the International Swimming Pool and Spa Code.

Section 101.1. Insert: City of Smithville

Section 105.6.2. Insert: Smithville Comprehensive Schedule of Fees

Section 105.6.3 Insert 50% in two locations

Section 107.4 Delete the language following the 6th line of the section and insert the following language: "of an offense and punishable in accordance with the general penalty provisions of the city code. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

Smithville Board of Aldermen

Section 107.5 Delete the last two lines of the provision and insert the following: “deemed guilty of an offense and punishable in accordance with the general penalty provisions of the city code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

Section 108 shall be deleted in its entirety and replaced with the following:

108 Appeals. All appeals of orders, decisions or determinations made by the building official relative to the application of this code shall be heard and governed by the provisions of Section 400.625, et seq., of this Code.

Section 2. That this ordinance shall take effect and be in force from and after its approval as required by law.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of November 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

MEMORANDUM

To: Planning Commission
From: Jack Hendrix, Community Development Director
Date: January 3, 2013
RE: Building Code Update

Staff has spent the last eight months reviewing the 2012 ICC Building Code family of codes for preparation of recommendations to the Planning Commission and the Board of Aldermen. Staff performed this review by not only reading the codes, but attending conferences on the new changes to the codes, but by attending and conducting numerous meetings with other code officials across the metro region, builders, developers, subcontractors and the Kansas City Homebuilders Association. The focus of the HBA was to attempt to get all jurisdictions to adopt the same changes, and to reduce the energy conservation code impacts. The results of these meetings were to make numerous changes, additions and deletions from the various code families. Staff has significantly reviewed the changes adopted by Overland Park, Kansas and Kansas City, Missouri (the two largest jurisdictions) and has recommended the changes these jurisdictions made to the codes. The following is a summary of the staff's recommendations for changes to the codes.

2012 International Building Codes (Commercial construction)

Various administrative provisions were changed to eliminate the code wording on appeals and to direct those appeals to the Board of Adjustment.

2012 International Energy Conservation Code

The City of Smithville has for several years had its own energy conservation code. Staff has made a comprehensive review of the ICC Energy Code, as it was by far the most controversial provision in the new code updates. Based upon those comments, staff has proposed adopting the IECC, but to delete the entire section of the IECC pertaining to Residential Construction and to instead adopt the energy conservation provisions contained in the IRC, which are less comprehensive, but contain all of the provisions in the City's current version. The IECC commercial construction provisions are recommended for adoption. The only changes relate to certain insulation requirements for insulation located entirely above roof decks, and to reduce the minimum wall insulation to R-13 (the current standard) due primarily to a cost benefit analysis. The cost of updating the requirement to R-20 for construction requires a substantial cost to builders, and the efficiency gained by the upgrade would likely take in excess of 20 years to pay for itself in energy savings. A new section 406 relating to additional energy package options is deleted due to its' confusion, and the fact that it is merely recommendations and not binding. Also, a new Section 408 relating to Commissioning building mechanical systems is deleted. These deleted provisions are new, are not capable of being inspected by City Staff, as the inspections would require special, expensive equipment and additional training on not only the operation of the equipment, but the methods of inspection. The cost to the City, as well as the cost to the builders was deemed too expensive for any potential benefits of these provisions.

2012 International Fuel Gas Code

The only changes were to the administrative provisions to work with our current systems.

2012 International Mechanical Code

The only changes were to the administrative provisions to work with our current systems.

2012 International Plumbing Code

In addition to the administrative changes in all other codes, staff recommends a change to the code concerning backflow devices on sewer lines. Currently, ALL construction must have backflow devices, no matter the location. Staff recommends changing the code to allow backflow preventers to be omitted from buildings where the lowest floor elevation of the building is above the next upstream, unsealed manhole lid elevation. The intent is to allow some cost savings to projects where any sewage backup that might occur in a sewer main would first exit the main at a manhole, and not into the structure. After discussion with the Sewer Department, staff will also make changes to the current Sewer Codes to eliminate many duplicated provisions in our old Sewer codes that are contained in the building codes. These changes will be likely sometime in the summer.

2012 International Property Maintenance Code

In addition to the administrative changes, staff has incorporated weed heights from the existing code, as well as the changes to the accessory structures provisions from the current version. The most significant change from the 2006 Code is to insert various provisions related to how Dangerous Buildings are handled to bring the IPMC provisions into full compliance with special notice provisions in Missouri law, and to incorporate the Fire Insurance Proceeds provisions that require deposit with the City certain percentages of funds from an insurance claim due to a structure fire to ensure that the structure is either demolished or repaired in a timely fashion. These provisions mimic state law provisions relating to the same subject.

2012 International Residential Code

In addition to the administrative changes, the IRC has numerous changes and deletions, primarily related to the energy conservation provisions. Primarily, those changes relate to additional insulation or sealing requirements of buildings and reducing requirements on conducting air exchange tests of buildings to measure how tight the building is constructed. Many of these changes would be cost inefficient, as there currently are no reasonably priced products on the market to complete the upgrades. Staff anticipates that over the next three years, the product manufacturers will, as always, come up with new and better products to meet these new codes. If and when that occurs, staff will review the code for updating and make recommendations at that time.

Some other changes relate to methods of foundation draining based upon past product performance, changes to certain strapping requirements to reduce the number of nails required to hold plumbing straps in place from four 10d nails on each side of a strap to 2 on each side. The current code requires eight total nails, and it clearly overkill. The last changes relate to ARC Fault protections and GFCI protections. The current code is sufficient, and the new provisions seem to be significant overkill scenarios. The changes to these provisions are consistent with current codes. Lastly, minor corrections to the guard requirements for pools were made to eliminate adding two additional cross supports at the top and bottom of fences.

2011 National Electrical Code

In addition to the administrative changes certain new provisions that required metal-sheathed in several new applications were deleted to keep the current provisions in effect, and to incorporate the ARC-Fault and GFCI changes from the IRC.

Staff feels comfortable with the new codes, and while not all builders, developers and contractors are excited about the new codes, they seemed satisfied with staff's recommendations that incorporated nearly all of their concerns. Our intent as a staff is to change Smithville's view of itself, as well as others views of us. Staff believes that if the metro region begins looking at Smithville and our properties and compares us with Overland Park and Kansas City, and not Excelsior Springs and Kearney, we will continue our rise in the ranks of livable, affordable cities. These changes will also assist us in maintaining, and potentially increasing our ISO rating on building code enforcement.

AMENDING THE CONTRACT WITH FUTURE IQ



City of Smithville

Meeting Date: October 20, 2020

Department: Parks and Recreation

Agenda Item: Resolution 841, Amendment to Contract with Future iQ, Inc to complete Parks and Recreation Master Plan

Summary:

Approving this Resolution will amend ta contract with Future iQ, Inc (Future iQ) to facilitate completion of a Parks and Recreation Master Plan.

Purpose:

Resolution 755 adopted on December 3, 2019 approved a contract with Future iQ, Inc to facilitate update of the Comprehensive Plan. Future iQ also facilitated completion of the community Strategic Planning Process in 2019. Due to the broad knowledge and information base established through these two processes and the fact that much of the work in the Parks and Recreation Master Plan extends the work completed in these efforts, staff approached the consultants to amend the contract for Future iQ to facilitate the Parks and Recreation Master Plan.

The scope of work for the amendment is included in the attached contract. The contract is in an amount not to exceed \$50,000. Funds were budgeted in FY2020 to initiate the project and in FY2021 to complete the work.

It is anticipated that work would begin immediately, with a completed plan presented in May 2021.

Impact:

Comprehensive Plan: Complies

Economic Development Plan: Complies

Parks Master Plan: Complies

Strategic Plan: Complies

Capital Improvement Plan: None

Budget: Amended 2020 budget includes \$25,000 to initiate a process. Remaining budget is included in the FY2021 Budget.

Legislative History:

The Board has previously approved contracts with Future iQ, Inc. to complete the community strategic planning process and comprehensive plan update.

Suggested Action:

A motion to approve Resolution 841 authorizing the Mayor to execute a contract amendment with Future iQ in an amount not to exceed \$50,000 for the Parks and Recreation Master Plan.

Attachments: ☐ Plans ☒ Contract ☐ Staff Report
☐ Ordinance ☒ Resolution ☐ Minutes ☐ Other: [Exhibit A](#)

RESOLUTION 841

A RESOLUTION AWARDING AN AMENDMENT TO THE BID/CONTRACT WITH FUTURE IQ, INC. IN RESPONSE TO RFQ 20-01 TO COMPLETE A PARKS AND RECREATION MASTER PLAN

WHEREAS, the fiscal year 2020 budget allocated funds for the Comprehensive Plan update, and;

WHEREAS, the City issued a Request for Qualifications for a consultant to facilitate an Update to the Comprehensive Plan, and;

WHEREAS, a selection committee reviewed the submissions and conducted interviews with the two most qualified bidders, and;

WHEREAS, the Committee recommend Future iQ, Inc as the best proposal for the process, and;

WHEREAS, pursuant to the authority granted in Resolution 755, the City agreed to a contract with Future iQ, Inc. (the Original Contract) for work on the City's Comprehensive plan. Said contract was dated the 3rd day of December 2020, and;

WHEREAS, RFQ 20-01 which was incorporated into the Original Contract with Future iQ, provided that "work on . . . an alternate addendum to the Base proposal and should be separately identified in the proposal as to schedule, scope of services, and personnel," and;

WHEREAS, staff has completed negotiations with Future iQ, Inc for an addendum in accordance with RFQ 20-01 and the attached contract contains the agreement reached as a result of these negotiations in an amount not to exceed Fifty Thousand Dollars (\$50,000) to complete a Parks and Recreation Master Plan.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS: THAT AN AMENDMENT TO THE CONTRACT WITH FUTURE IQ, INC, WHICH WAS ENTERED AS A RESULT OF BID NO. 20-01 IS HEREBY AWARDED TO FUTURE IQ, INC, AND THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000) TO COMPLETE A PARKS AND RECREATION MASTER PLAN.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 20th day of October 2020.

Smithville Board of Aldermen

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Professional Services Contract

THIS AGREEMENT/CONTRACT entered into this ____ day of , 2020 by and between the City of Smithville, a political subdivision in the State of Missouri (hereinafter referred to as "City" or "Owner), and, Future iQ, Inc., a Minnesota Corporation Licensed to do business in the State of Missouri as of the (hereinafter referred to as ("Consultant").

WHEREAS, the City sent out Requests for Qualifications RFQ #20-01 Comprehensive Plan Update Consultant.

WHEREAS, pursuant to the authority granted in Resolution 755 the City entered a contract with Future iQ, Inc. ("the Original Contract ") a copy of which is attached hereto and incorporated herein by reference, as **Exhibit A (including the Exhibits thereto)**; and

WHEREAS, RFQ 20-01 which was incorporated into the Original Contract with Future iQ, provided that "work on . . . an alternate addendum to the Base proposal and should be separately identified in the proposal as to schedule, scope of services, and personnel," and;

WHEREAS, staff has completed negotiations with Future iQ, Inc for an addendum in accordance with RFQ 20-01 and the attached contract contains the Addendum agreement reached as a result of these negotiations in an amount not to exceed Fifty Thousand Dollars (\$50,000) to complete a parks and recreation master plan, and;

WHEREAS, the negotiated Scope of Services are attached hereto and incorporated herein by reference, as **Exhibit B**; and

WHEREAS, the Consultant was deemed by the City the preferred Consultant; and
NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

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

- a) This Contract; and then
- b) **Exhibit A (including the Exhibits thereto)** ; and then
- c) **Exhibit B**. and then

2. GENERAL SCOPE OF THE WORK: The Consultant shall supply and furnish the Insurance and all services necessary as set forth in this Contract and Exhibit B attached hereto.

3. CONTRACT PRICE: Owner shall pay Consultant as follows:

- a. The total compensation for all Services, Fees and Expenses and/or under this agreement shall not exceed *Fifty Thousand Dollars (\$50,000.00)*
- b. The City will make payment subject to the terms and provisions of this contract thirty (30) business days after submission of an invoice and acceptance of the same by the City (or such other person as designated by the City) and compliance with all provisions of this contract. The Consultant shall permit the City or its agents to examine and make copies of all books and records of the

Consultant pertaining to the work, labor, and materials to be performed and furnished by the Consultant pursuant to this Agreement.

4. TIME - TERM: Time is of the essence of this contract. The work to be performed hereunder shall be performed as set forth in **Exhibits A and B.**

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the City of Smithville Missouri at 107 W. Main Smithville MO 64089. Designated City Representative is Cynthia Wagner 816-532-3897, cwagner@smithvillemo.org. Notice to Consultant shall be sent to the Consultant at P.O. Box 24687 Minneapolis MN 55424. Designated representative is David Beurle 612-757-9190. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR-INSURANCE: The Consultant warrants and represents to the City that it is fully, licensed, experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an independent Contractor and not as an agent of the City and shall indemnify and hold the City of Smithville Missouri free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Consultant or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law and as more fully set forth in paragraph 15. The Consultant will indemnify and hold the City and the City of Smithville Missouri harmless for any and all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain the statutorily required worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to insure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than as set forth:

- a. Workers' Compensation: Statutory
- b. Employer's Liability — \$1,000,000.00 each employee
- c. General Liability — \$2,000,000.00 each occurrence
- d. Property Damage -- \$2,000,000.00 each occurrence
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

The Consultant will provide the City with a Certificate of Insurance evidencing the same and naming the City of Smithville Missouri as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

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

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Consultant shall be to the satisfaction of the City (or such person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City (or such person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Consultant makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Consultant will, at the request of the City (or such person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Consultant from responsibility for any defect in materials and workmanship. The Consultant further warrants to the City that all of the materials and equipment furnished pursuant to this agreement are of high quality and free from defects.

9. CLAIMS - LIENS: The Consultant shall not be entitled to any payment unless and until it provides the City with full lien waivers covering any services and/or materials provided by Consultant or any of its subcontractors. The Consultant shall indemnify and hold the City and the City of Smithville Missouri harmless including attorney's fees and costs from all liens or claims, and rights to enforce liens and to defend same against the property or the improvements arising out of any work to be performed or labor and material to be furnished under this Contract. Neither final payment by the City nor acceptance of services shall constitute a waiver of this indemnity. If any claim or lien shall at any time be filed, the Consultant shall pay to the City all monies the City may be compelled to pay in discharging the valid claim lien, including all costs and reasonable attorney's fees.

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

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

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

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

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

12. EXTRAS: No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Consultant or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City (inconformity with City purchasing policies) and the Contractor.

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

14. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 RSMo, the Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT 1** to this Contract AFFIDAVIT OF WORK AUTHORIZATION and providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security — Verification Division.

15. WORKERS COMPENSATION INSURANCE: Consultant agrees to maintain any and all statutorily required worker's compensation insurance on herself and all of its employees and to ensure that all of its subcontractors maintain statutorily required worker's compensation insurance on all of its employees. Consultant shall indemnify and hold harmless the City for any and all liability of the City (including attorney's fees) for the failure to maintain any such insurance.

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

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

18. ENTIRE CONTRACT: This Contract and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract, shall affect, modify or add to the terms or obligations contained in the Contract. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Consultant.

19. RECORDS: The Consultant shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Consultant agrees that the City and/or the City's Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any

and all pertinent books, documents, papers and records of the Consultant involving the transactions related to this Contract.

20. WAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Consultant to which the same may apply and, until complete performance by the Consultant of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

21. SEVERABILITY: All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

22. UNEMPLOYMENT INSURANCE AND TAXES: The Consultant shall pay, at the its own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes.

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

24. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

25. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Contract, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within 10 days after the sending of such Notice (unless otherwise set forth herein).

26. CONTRACT LANGUAGE: The language of this Contract reflects negotiations between Consultant and the City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if

more than one copy of this document may be executed and that the original filed with the City shall be deemed to be the controlling original.

27. BINDING EFFECT: This Contract is binding on the parties hereto, their heirs, successors and assigns.

28. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

29. INFORMATION PROVIDED: Consultant acknowledges that she has received all documents, surveys, physical characteristics necessary for the completion of this Services requested of and by Consultant.

30. DEFAULT: If Consultant fails or neglects to complete the work to be performed by the Consultant in a timely manner demonstrating quality workmanship, and should such failure or neglect continue for more than 10 days after notice is sent to the Contractor, City (1) may, but is not required to, thereafter commence and/or continue correction of such default and/or completion of the Contract without prejudice to any other remedies available to the City and may deduct from the contract sum due to the Consultant the cost of such actions or (2) City may terminate the Agreement.

31. SAFETY: Consultant shall be solely responsible for its actions and its subcontractors' actions, procedures and activities.

32. PERMITS: If necessary, Consultant shall obtain and pay for any and all permits or other related permits, licenses and inspections necessary for the completion of the consultation services.

33. REPRESENTATIVE: Consultant shall employ a competent representative who shall be at the site during the performance of the actual work to communicate on behalf of the Consultant with the City.

34. SUBCONTRACTORS: Consultant shall require any Subcontractors, to the extent of the work to be done by such Subcontractors, to be bound by the terms of this Contract including but not limited to the requirement that said Subcontractors provide a certificate of insurance to the City. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by it, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any

provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

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

- a. If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

37. TERMINATION: The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Consultant be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant or for any of its property, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Consultant should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

38. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay any and all license, royalty or similar intellectual property fees or costs it uses for this project. Consultant shall hold City harmless and shall indemnify and defend City against any and all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant. While Consultant will own the product of its work the City will have complete rights to use the product of Consultant in any way it deems appropriate. However, Consultant will not warrant the use of the product for any purpose other than as set forth in this agreement.

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

40. CONDITION PRECEDENT: This Contract shall be null and void and of no effect unless and until the City has by Resolution passed by the City obtained the authority to enter into this Contract and that there is a balance otherwise unencumbered to the credit of the appropriation in the City Treasury to which this contract is to be charged and cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made on this contract sufficient to meet the obligation incurred and the City Treasurer has so certified.

41. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Consultant and the Condition Precedent set forth in preceding Paragraph has been met.

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

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

CONSULTANT: Future iQ

By: _____

Title: _____

Exhibit A

([Original Contract and its Exhibits](#))

Exhibit B

City of Smithville, MO Parks and Recreation Master Plan

The City of Smithville, MO is seeking to partner with a firm or firms to update the existing Parks and Recreation Master Plan.

A Parks and Recreation Master Plan for the City of Smithville will utilize work completed over the past two years in identifying strategic planning goals and updates to the Comprehensive Plan to provide a 10-year vision for parks, recreation, open space, and trails. The plan will include research, public involvement, and the development of recommendations for all aspects of Smithville's Parks and Recreation activities.

GOALS AND OBJECTIVES

The creation of a Park and Recreation Master Plan that would guide the funding of ongoing parks and recreation facilities, amenities and activities for the next 10 years. A key component of redevelopment in our community hinges on the creation of a Parks and Recreation Master Plan, and this plan should achieve the following results:

1. Identify and serve current and future park and recreational needs through an integrated park system that provides adequate open space, recreational services and facilities, trails, and stewardship of other natural and cultural resources.

- a. Establish a park classification system and appropriate management recommendations reflecting current and future growth by the park system
- b. Identify the future quantities and locations of open space acreage needed to satisfy the current and future recreation needs of Smithville.
- c. Ensure the long-term protection, preservation, and sustainability of park resources
- d. Develop a methodology that gauges tourism impacts to our parks, open space and trails network and adjust standards for these visitor impacts
- e. Promote the conservation of natural and cultural resources through parkland acquisition, stewardship, and environmentally sensitive planning
- f. Provide facilities that promote sustainability goals
- g. Identify natural resource management objectives

2. Provide an accessible and diverse offering of park and recreation facilities and programs to all residents of Smithville

- a. Identify and prioritize recreation facilities needed at existing and future parks
- b. Provide for current and future park and recreational needs through funding deferred maintenance and facility expansion at new and existing sites, and through optimizing use of all existing facilities

- c. Identify and prioritize recreation programs and special events desired throughout the park system
- d. Educate and promote the stewardship of Smithville historic, cultural, and natural heritage through interpretive signage and wayfinding
- e. Define the role of Smithville Parks and Recreation in contributing towards quality of life in Smithville

3. Identify and outline future greenways, and trails master plan, including trails for recreational use within park facilities, as well as recommend greenway corridors and linkages to areas outside of Smithville (Platte County, Clay County and Kansas City)

- a. Develop a network of pedestrian and bicycle paths, nature trails, greenways and linear linkages that connect to parks and popular destinations
- b. Identify stakeholders and encourage cooperative agreements and partnerships with other governmental jurisdictions to achieve a county wide trail system
- c. Provide a conceptual plan that will help to develop a framework for building an integrated system of pathways to link residents to the outdoors

4. Develop an action plan: a strategy for prioritizing, phasing, funding, and accomplishing the identified needs

- a. Prioritize the Parks and Stormwater Sales Tax funds for ongoing growth and improvements to the park, open space, and trails system
- b. Identify a funding strategy that accounts for ongoing maintenance, staffing and other impact cost

SCOPE OF WORK

A key component in creating the Parks and Recreation Master Plan will be a shared process that expands on prior processes to taps the opinions and ideas of community stakeholders and includes a comprehensive inventory of assets, demographics, and current planning standards.

Research and Analysis

The Consultant will study the parks system and recreation facilities, existing demographics, projected demographics, and public input to determine how well existing facilities address the community's current and future needs. It will identify where surpluses and deficiencies exist. The Master Plan will consider parks and recreation facilities owned by other entities and how those factors into the recreational needs of the Smithville community.

- 1. Existing Documents Review
 - a. Comprehensive Plan (final plan coming soon)
 - i. <https://lab.future-iq.com/city-of-smithville-comprehensive-planning-process-2020/>

- b. Strategic Plan
 - i. <https://lab.future-iq.com/wp-content/uploads/2019/11/Smithville-Vision-Report.pdf>
- c. Parks and Recreation Committee Minutes
 - i. <https://www.smithvillemo.org/agendalist.aspx?categoryid=9967>
- d. Parks and Storm Water Sales Tax Information
 - i. <https://www.smithvillemo.org/pview.aspx?id=20806&catid=25>
- e. Parks and Recreation Web Page
 - i. <https://smithville.munisignup.com/default.aspx>
- f. Visitor Page
 - i. <https://www.smithvillemo.org/pview.aspx?id=1924&catid=71>
- g. 2015 Parks Master Plan
 - i. <https://www.smithvillemo.org/files/documents/ParksMasterPlan1313011142082817PM.pdf>

Recommended Modifications/Additions

The Research and Analysis will provide the data and information necessary to evaluate how the parks and recreation facilities meet current and future needs and whether modification and/or additions will be required. The consultant will be expected to make recommendations which consider the current and future needs, condition of existing facilities and cost of modifications in determining how to serve the long-range needs of the community.

- 1. Community Demand, Supply, and Needs Assessment Report
 - a. Park facility evaluation
 - b. Recreation program evaluation
 - c. Trails evaluation
 - d. Open space evaluation
- 2. Ten-Year Plan for Growth:
 - a. Park Master Plan Priorities and Recommendations
 - b. Existing and Future Park Facility Expansion Priorities and Recommendations
 - c. Recreation Program Expansion Priorities and Recommendations
 - d. Trails and Open Space Expansion Priorities and Recommendations
- 3. Budgeting and Funding Priorities and Recommendations

- a. A review of revenue sources and financing strategies will be completed, in coordination with City staff, as a part of the Plan. The Park Master Plan should be designed to connect the parks and recreation facilities to the Parks and Storm Water Sales Tax and CIP Budget

Final Comprehensive Master Plan Report

A final plan, incorporating evaluation and recommendations will be completed by May 15, 2021 for presentation to the Parks and Recreation Committee and adoption by the Board of Aldermen.

Payment Schedule

An initial payment of \$25,000 (50%) will be made upon signing of the contract, with final payment of \$25,000 (50%) due upon completion of the project.

AMENDMENT NO. 4 TO AUTHORIZATION NO. 79, DOWNTOWN STREETSCAPE PHASE 2



City of Smithville

Meeting Date: October 20, 2020

Department: Public Works (Street)

Agenda Item: Resolution 842, Amendment 4 to Authorization No. 79: Downtown Streetscape Phase 2 Engineering

Summary:

At the September 15 Board of Alderman meeting, the Board discussed drainage issues in the alleyway west of North Bridge Street between West Main Street and West Church Street. The Board directed staff to evaluate the potential of adding reconstruction of the alleyway to the streetscape project to improve drainage from adjacent properties. This would be included in the project bid as an alternate, with a potential cost share in funding by area property owners. Staff has requested HDR to provide an amendment to the Streetscape Phase 2 project in order to provide design plans and cost estimates to include this remediation as part of the Streetscape project.

Attached is Amendment 4 to Authorization No. 79: Downtown Streetscape Phase 2 Engineering for the design of the alleyway in the amount of \$7,730. The survey is already complete. The proposed schedule will bid the streetscape project in December with construction beginning in the Spring of 2021.

The Streetscape Project has had a few amendments:

Original contract fee:	\$148,500 Main St. from Hwy 169 to Commercial
Amendment 1	\$161,470 Concept to expand east to Liberty Road and north on Bridge
Amendment 2	\$74,940 Design for Amendment 1
Amendment 3	\$15,120 Redesign to 5' Trail from Smith to Liberty
Amendment 4	\$7,730 Alleyway
Total contract fee:	\$407,760

Purpose:

Authorize Mayor to sign Amendment 4 to Authorization No. 79 to the existing agreement with HDR Engineering, Inc. to complete the design of the alleyway west of North Bridge Street between West Main Street and West Church Street in an amount of \$7,730.

Smithville Board of Aldermen

Impact:	
Comprehensive Plan:	Significant
Economic Development Plan:	Significant
Parks Master Plan:	N/A
Strategic Plan:	Significant
Capital Improvement Plan:	Significant
Budget:	While not included in the 2020 budget, funds are available in the General Fund for this expense
Legislative History: N/A	
Suggested Action: Motion to approve Resolution 842.	
Attachments: 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: Amendment 4 to Authorization No.79	

RESOLUTION 842

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT 4 TO AUTHORIZATION NO. 79 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE DOWNTOWN STREETScape PROJECT.

WHEREAS, the Fiscal Year 2020 Budget, including all amendments, allocates funds for the City to engineer the East portion of the Downtown Streetscape project; and

WHEREAS, the Board desires to add the reconstruction of the alleyway located west of North Bridge Street between West Main Street and West Church Street to the Streetscape East – Phase 2 Project; and

WHEREAS, the City approved HDR Engineering, Inc.'s Authorization 79 on September 6, 2016, Amendment 1 to Authorization 79 on September 5, 2017, Amendment 2 on January 7, 2020, Amendment 3 on July 7, 2020; and

WHEREAS, HDR Engineering has submitted Amendment 4 to Authorization No. 79 for the reconstruction of the alleyway located west of North Bridge Street between W. Main St. and W. Church Street.

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

THAT the Mayor is hereby authorized to execute Amendment 4 to Authorization No. 79 with HDR Engineering, Inc. for the design of the alleyway located west of North Bridge Street between West Main Street and West Church Street in an additional amount of \$7,730, for a total amount not to exceed \$407,060.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 20th day of October 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

AMENDMENT No. 4 TO AUTHORIZATION No. 79
TO
AGREEMENT BETWEEN
CITY OF SMITHVILLE, MISSOURI
AND
HDR ENGINEERING, INC. (FORMALLY E.T. ARCHER CORPORATION)
FOR
PROFESSIONAL ENGINEERING SERVICES

DOWNTOWN STREETScape PHASE 2

In accordance with Section 1.A. of the December 18, 2003 Agreement, Authorization 79 dated September 6, 2016, Amendment No. 1 to Authorization 79 dated September 5, 2017, Amendment No. 2 to Authorization 79 dated January 7, 2020, and Amendment No. 3 to Authorization 79 dated July 7, 2020, ENGINEER is hereby authorized to assist the City with the topographic survey, design, preparation of construction documents, bidding assistance, and construction administration for the Downtown Streetscape Phase 2 project. Addendum Number 4 modifies the original scope of the project in the alley west of Bridge Street between Main Street and Church Street. Currently property owners are experiencing stormwater runoff from the alley entering their buildings. There is also an area inlet at Remembrance Park that does not drain and causes backups. The modified scope will address comments from the City to resolve drainage issues of the alley. This Scope of Services will include additions to the original scope authorization and will more specifically include the following project improvements and tasks.

SCOPE OF SERVICES

Tasks 1-5 – Part of Original Work Authorization 79 – Original scope remains in effect.

Tasks 6-10 – Part of Amendment 1 of Work Authorization 79 – Original scope remains in effect.

Tasks 11-14 – Part of Amendment 2 & 3 of Work Authorization 79 – Original scope remains in effect and will be added to as follows:

Additional Scope:

Task 12 – Design Phase

12.12 Additional topographic survey of alley.

12.13 Utility coordination.

12.14 Easement descriptions & conveyance documents (2 properties total)

12.15 Alley drainage design and details

Smithville Agreement
Amendment 4 to Authorization 79

KEY PROJECT UNDERSTANDINGS

Project Assumptions

- City will provide coordination assistance with property owners/business managers for discussions involving access to their specific properties/businesses.
- The City will arrange/conduct any need for public meeting. HDR will assist with this service if the City so chooses as an additional service.
- City staff will provide construction observation. HDR can provide this service if the City so chooses as an additional service.
- The City will negotiate with and obtain easements from the property owners (2 anticipated)

Additional Services

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

- Construction resident project representative
- Soil Testing
- Attendance at meetings or presentations not specified in the scope, including but not limited to Board of Aldermen Meetings or Public Meetings/Open Houses.

FEE

The CITY shall compensate ENGINEER for Amendment No. 4 to Authorization 79 an amount not to exceed \$7,730 for the Basic Services listed above. The total project fee for the Downtown Streetscape project shall be amended to the not to exceed total of \$407,760. Individual tasks may be below or above the estimated fee but the overall Authorization amount may not be exceed without written approval of the CITY.

Original contract fee:	\$148,500
Amendment 1	\$161,470
Amendment 2	\$74,940
Amendment 3	\$15,120
<u>Amendment 4</u>	<u>\$7,730</u>
Total contract fee:	\$407,760

SCHEDULE (tentative of right of way and easement acquisition)

10/20	Notice to proceed
11/20	Final Review Plans to City
11/20	Advertise to Bid
12/20	Bid Opening
	*Postpone until Spring Construction Season
03/21-07/21	Anticipated Construction Completion (150 days)

Smithville Board of Aldermen

Smithville Agreement
Amendment 4 to Authorization 79

This AUTHORIZATION shall be binding on the parties hereto only after it has been duly executed and approved by the CITY and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in duplicate on the respective dates indicated below.

CITY: SMITHVILLE, MISSOURI

By: _____

Type or Print Name

Title _____

Date _____

ENGINEER: HDR Engineering, Inc. (formally
E.T. ARCHER CORPORATION)

By: _____

Joseph Drimmel, P.E.

Type or Print Name

Title Sr. Vice President

Date _____



Smithville - Downtown Streetscape Amendment No. 4
Scope and Fee

	Wiebelhaus, Mitchell John (Mitch)	Bresette, Aaron J	Yakle, Johnny R	Jasper, James F	Braden, Larry M	Strain, Justin Ray (Justin)	Mynatt, Andrea B	Harkins, Jeremy	HDR Expenses	Total
Project Role	Project Engineer	QA/QC	Survey Manager	Survey Technician	Survey Crew	Survey Crew	Project Assistant	Project Accountant		
Billing Rate	\$135.00	\$225.00	\$160.00	\$120.00	\$80.00	\$65.00	\$95.00	\$95.00		
TASKS										
A. Task 12 - Design Phase										
12 Additional topographic survey of alley			2	4	6	6			\$110	\$1,780
13 Utility coordination			1							\$160
Easement descriptions & conveyance documents (2 14 properties total)	6		2							\$1,130
15 Alley drainage design and details	28	2					2	2	\$50	\$4,660
Subtotal Hours	34	2	5	4	6	6	2	2		
Subtotal Dollars	4590	450	800	480	480	390	190	190	160	\$7,730
Total Task 12										\$7,730
Total Hours	34	2	5	4	6	6	2	2		61
Total Billing Amount	\$4,590	\$450	\$800	\$480	\$480	\$390	\$190	\$190	\$160	\$7,730

Estimated Project Fee \$7,730

APPOINTMENT

City of Smithville

Meeting Date: October 20, 2020**Department:** Administration**Agenda Item:** Appointment of Economic Development Committee Member**Summary:**

The Board of Aldermen appoints members to the Economic Development Committee. This appointment replaces Brian Hove's expiring position with applicant Cali Maxfield.

Purpose:

Section 155.100 of the Code of Ordinances requires the Board of Aldermen to appoint representatives to the Economic Development Committee.

Current member Brian Hove's appointment expires in October 2020. He has decided not to reapply based on personal obligations. This created the position opening for Cali Maxfield's recommended appointment. Cali's experience with youth in the community will be of great value to the Committee.

Impact

Comprehensive Plan:	None
Economic Development Plan:	None
Parks Master Plan:	None
Strategic Plan:	None
Capital Improvement Plan:	None
Budget:	None

Legislative History:

None.

Suggested Action:

The Board should make a nomination and vote.

Attachments:

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

CALI MAXFIELD

TEACHER

Cali [] gmail.com

816-419 []

TEACHER SUMMARY

- Friendly and energetic lead preschool/pre-k teacher with 12+ years experience working with children ages 3-5 in a hands-on, classroom setting with up to 12 children. I help children learn developmentally appropriate skills in a supportive nurturing environment.

WORK EXPERIENCE

GRACE COMMUNITY CHURCH

I work with children age 3-5 to help them grow socially, emotionally and developmentally. I develop meaningful, age appropriate curriculum to help them grow.

KIDS KLOSET

I'm the owner/operator of this children's resale store and work in all areas of running the business including paperwork, sorting through donations, helping customers and keeping the racks full.

SHOOT FOR THE STARS YOUTH CENTER

I work with children ages 15 months through 5 years providing a fun and safe environment for them to engage in gymnastics activities.

KIDS FIRST

I work with children age 3-5 to help them grow socially, emotionally and developmentally. I develop meaningful, age appropriate curriculum to help them grow.

EDUCATION

PARK UNIVERSITY

Child and Family Studies is a bachelors degree designed to prepare individuals for positions of responsibility and leadership in the field of early care and education. The degree combines knowledge of child growth and development, planning and assessing learning experiences, guidance, and working effectively with families from diverse cultural/linguistic and socio-economic backgrounds.

SKILLS

Communication
Patience
Teamwork
Creative thinking
Problem solving
Empathy
Computer skills

INTERESTS

In my spare time, I enjoy to spend time with my friends and family, traveling, being outdoors, camping, reading, playing games and doing puzzles.

PRESCHOOL/PRE-K TEACHER

September 2016-Present

OWNER

September 2010-Present

GYMNASTICS COACH

September 2012-Present

PRESCHOOL/PRE-K TEACHER

September 2005-May 2011

BS CHILD AND FAMILY STUDIES

August 2001-December 2005