



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1106 - Stormwater Master Plan Discovery Phase

REQUESTED BOARD ACTION:

Motion to approve Resolution 1106, authorizing the Mayor to sign an engineering services agreement with George Butler Associates, Inc. (GBA) for the discovery phases of a stormwater master plan in the amount of \$35,995.

SUMMARY:

On March 1, 2022, the Board approved Resolution 1030 establishing a Pre-Qualified On-Call Professional Services list. GBA is included as a firm that has the qualifications to perform the engineering for this project.

Staff met with GBA to discuss the scope of a Master Plan several weeks ago. It was determined that the City should begin with a discovery phase to narrow the scope and be able to identify specific issues and areas. Knowing the scope of flooding issues will allow staff and the consultant to better focus on those areas and provide solutions.

The City will set up a web page, reach out to HOA's, hold public meetings and engage any identified stakeholders to obtain information on localized flooding problems.

The deliverable will be a Technical Memorandum presenting the Evaluation Phase results, including an overview of the study, preliminary solutions identification, conceptual options and alternatives, cost/benefit analysis ranking, and recommendations to be carried forward into the Solutions Phase.

PREVIOUS ACTION:

This project has been included in the Capital Improvement Program

POLICY ISSUE:

Continued service and infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The Master Plan has a budget of \$150,000 from the Parks and Recreation and Stormwater Sales Tax Fund.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☒ Contract

☐ Plans

☐ Staff Report

☒ Other: Project Map

☐ Minutes

RESOLUTION 1106

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. (GBA) FOR THE DISCOVERY PHASE OF A STORM WATER MASTER PLAN IN THE AMOUNT OF \$35,995

WHEREAS, The City of Smithville, has identified the need to evaluate and develop potential solutions that address flooding and erosion issues occurring in the City; and

WHEREAS, GBA responded to RFQ 22-09, On Call Professional Services, submitted their qualifications and are an approved firm to provide engineering services for storm water systems and analysis; and

WHEREAS, the City has selected GBA to conduct a discovery phase to initiate a stormwater master plan and identify areas of needed stormwater improvements to reduce the frequency and severity of flooding and better protect properties, businesses, and infrastructure; and

WHEREAS, GBA has provided a scope of services to complete the discovery phase in the amount of \$35,995.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, That the Mayor is authorized to execute an agreement with George Butler Associates, Inc for the discovery phase of the storm water master plan in the amount of \$35,995.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

**EXHIBIT A
SCOPE OF SERVICES**

**PROJECT 6355
SMITHVILLE STORMWATER MASTER PLAN**

**OWNER
SMITHVILLE, MO**

PROJECT DESCRIPTION

The City of Smithville, Missouri (OWNER) has identified the need to evaluate and develop potential solutions that address flooding and erosion issues occurring in the City. The OWNER acquired the services of George Butler Associates, Inc. (ENGINEER) to conduct a discovery phase to initiate a stormwater master plan and identify areas of needed stormwater improvements to reduce the frequency and severity of flooding; and better protect properties, businesses, and infrastructure.

SCOPE OF SERVICES

The detailed Scope of Services to be provided by the ENGINEER is as follows:

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

The ENGINEER will provide project management services throughout the duration of the project to ensure successful execution of project tasks and achievement of OWNER goals.

Task 1.1 – Project Management

The ENGINEER will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with OWNER staff; supervision and coordination of services; implementation of project scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 1.2 – Project Invoicing

The ENGINEER will prepare and submit monthly invoices on a form acceptable to the OWNER. In conjunction with the invoice, the ENGINEER will prepare and submit a monthly progress report with a summary of progress completed to date, activities planned for the next month, a budget status summary, outstanding project issues, potential scope adjustments, and an updated schedule.

Task 1.3 – Kickoff and Progress Meetings

The ENGINEER will coordinate a project kickoff meeting with the OWNER. The meeting will be used to discuss and review the scope of services, projected schedule, communication coordination, and data requests. The ENGINEER will prepare and distribute a meeting summary. Meetings will be held via Zoom.

TASK 2: DISCOVERY PHASE

Task 2.1 - Compile and Review Existing Studies and Data. Collect, compile and evaluate pertinent and available data from the OWNER, Clay County, Missouri or other publicly accessible sources. Data includes, but is not limited to, OWNER call logs initiated by rain events, historical flood studies, effective FEMA models, stormwater infrastructure, as-built bridge/culvert drawings, GIS planimetric data, topography/LiDAR, land use, parks and trails, land cover and vegetation, wetlands and soils, historical flooding and drainage complaints, stream and levee conditions, rainfall, and streamflow gage data.

Existing plans will be obtained as applicable, including future capital improvements, land use, comprehensive plans, economic development, parks and trails plans, and site development plans.

GIS data gathered by SAM (Survey and Mapping) will be obtained from OWNER.

Task 2.2 – Staff Interviews The ENGINEER will conduct up to four (4) virtual meetings with OWNER operational staff to interview key staff to gain understanding of current service levels, systems, tools, and processes used to manage the stormwater system.

Task 2.3 - Stormwater Evaluation Review Meeting. ENGINEER will meet with the OWNER to present and discuss the discovery phase and preliminary recommendations to be carried forward into an Evaluation Phase if needed. ENGINEER will provide graphics, tables, and memoranda as appropriate, to document the findings and allow for an informed discussion. Final Discovery Phase findings and OWNER feedback and direction will be documented in the Stormwater Evaluation Memorandum.

Community Outreach Workshop No. 1, 2 and 3. See Task 3.3 for details.

Task 2.4 - Stormwater Evaluation Memorandum. A concise and informative Technical Memorandum will present the Evaluation Phase results, including an overview of the study, preliminary solutions identification, conceptual options and alternatives, cost/benefit analysis ranking, and recommendations to be carried forward into the Solutions Phase. The memorandum will be written in accessible language for non-technical decision-makers and will use informative graphics and tables to illustrate the opportunities and recommendations. Technical information will be provided in an appendix, and will include supporting data, modeling and evaluation results, cost estimates and references.

Deliverable(s): Storm Sewer Model, Stormwater Evaluation Memorandum.

TASK 3: COMMUNITY ENGAGEMENT

Task 3.1, 3.2 - Community Engagement Plan. ENGINEER shall prepare a written draft Community Engagement Plan (PLAN) at least three days prior to the Project Kick-

off Meeting in Task 1. The PLAN will describe the major community engagement elements, approach, schedule, and responsibilities among the OWNER and ENGINEER. While the details are to be determined, the ENGINEER assumes it will include the following elements:

Discovery Phase:

- Community outreach to identify flooding, drainage, streambank and levee erosion, and sedimentation hot spots.
- Stakeholder/agency coordination to obtain information, plans, and data as appropriate.
- Community Workshop No. 1 (Location TBD)
- Community Workshop No. 2 (Location TBD)
- Social media/web-based commentary platforms

The Consultant team will provide the engagement plan to the Client for review and feedback, and will revise the plan, as needed. The PLAN will be updated as needed if significant changes are made to the engagement approach or tasks.

Task 3.3 - Community Workshops (2).

Community Workshop Nos. 1 and 2 - will be conducted during Task 3. The workshop will provide an overview of the project and present information to identify problems, opportunities and constraints; provide opportunities for information and input and invite citizens, and stakeholders to participate in the development of ideas and solutions.

Information, opportunities and alternatives, and plans may also be provided online with feedback opportunities, as determined in the PLAN.

Task 3.4 - Community Engagement Reports (2).

Following each Community Engagement Workshop, the ENGINEER will develop a Community Engagement Report which will summarize the work completed as part of each workshop.

Deliverable(s): Community Outreach Engagement Plan, Community Outreach Reports (4).

TASK 4: PRESENTATION AND DATA SUBMITTAL

Task 4.1 – Development of Report to and Attendance at City Commission Meeting

The ENGINEER will prepare a report for and attend one (1) City Commission meeting for the purpose of addressing questions.

Task 4.2 – Data Submittal

The following submittals will be provided at the end of the project:

- Hardcopy and digital files for the Final Reports
- GIS shape files of recommended projects

Project Assumptions:

1. No Field assessment or hydrologic or hydraulic modeling will be completed.
2. Community engagement tasks will be based on the Community Engagement Plan developed with OWNER. The approach will be highly collaborative, relying on the OWNER'S personal and social media connections to engage a broader audience within the City. Outreach efforts should include residents (both homeowners and renters), landowners, and businesses.
3. The OWNER will be responsible for coordinating all meeting locations and invitations for the community engagement meetings and workshops. ENGINEER assumes that it will provide guidance and content to the OWNER's social media coordinator for an outreach campaign.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. This study does not include acquiring any permits necessary for construction of proposed solutions. During the Solution Development phase, ENGINEER will determine what permits may be needed for construction.
2. This study does not include project design.
3. This study does not include any public involvement beyond attendance and information gathering at the Community Engagement Workshops identified as part of Task 3.3.
4. Any other service not specifically listed.

COMPENSATION

The ENGINEER suggests a fee of \$35,995. The fee estimate includes all anticipated ENGINEER administrative costs such as scope development, project set up, internal project coordination, executive oversight, quality control reviews, project meetings with the OWNER, progress meetings (4), and progress reports and invoicing (4).

CITY OF SMITHVILLE, MISSOURI

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Damien Boley, Mayor

By: _____

Date: September 6, 2022

Date: _____

EXHIBIT I

STATE OF MISSOURI Kansas)
)
 ss COUNTY OF Johnson)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Gary S. Beck
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Gary S. Beck and I am currently Vice President of George Butler Associates, Inc. (hereinafter "Firm"), whose business address is 9801 Renner Blvd., Lenexa, KS 66219, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Firm is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Firm and the City of Smithville, Missouri.
1. Firm does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
2. Attached hereto is documentation affirming Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Gary S. Beck

[Signature]

Gary S. Beck

[Printed name]

Affiant Subscribed and sworn to before me this 24th day of August, 2022.

KAREN DiMAURO
Notary Public-State of Kansas
My Appt. Expires 10-2-22

[Signature]
[Notary Public]

My Commission Expires
October 2, 2022

Commissioned in Johnson
County

Commission # 1153168

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Firm; and
2. A valid copy of the signature page completed and signed by the Firm, and the Department of Homeland Security - Verification Division

	CLASSIFICATION	PRI	Sn. ASC	Sn. ASC	ASSOC.	D. AES	P. AES	S. TECH	SURVEY CREW (2)	D. TECH	Ops Spec.	ADMN.	WORK	LABOR	MILEAGE	DIRECT	TOTAL
TASK	2022 HOURLY CHARGEOUT RATE	\$280	\$245	\$245	\$220	\$140	\$160	\$155	\$220	\$115	\$140	\$95	HRS	COST	MILES	COST	COST
Task 1: PROJECT MANAGEMENT AND ADMINISTRATION																	
1.1	Project Management		2	0	2								4	\$930			\$930
1.2	Project Invoicing (4 Invoices)				8							4	12	\$2,140			\$2,140
1.3	Kickoff and Progress Meetings (4 Meetings)		4	2	4	4		4					18	\$3,530			\$3,530
Subtotal		0	6	2	14	4	0	4	0	0	0	4	34	\$6,600	0	0	\$6,600
Task 2: DISCOVERY																	
2.1	Compile and Review Existing Studies and Data				8	8		8					24	\$4,120			\$4,120
2.2	Staff Interviews				8	8							16	\$2,880			\$2,880
2.3	Stormwater Evaluation Review Meeting		2	1	2	2							7	\$1,455			\$1,455
2.4	Stormwater Evaluation Memorandum				12	32							44	\$7,120		\$100	\$7,220
Subtotal		0	2	1	30	50	0	8	0	0	0	0	91	\$15,575	0	\$100	\$15,675
Task 3: COMMUNITY ENGAGEMENT																	
3.1	Draft Community Engagement Plan			4									4	\$980			\$980
3.2	Final Community Engagement Plan			2									2	\$490			\$490
3.3	Community Workshops (2)			8	8								16	\$3,720	320	\$500	\$4,420
3.4	Community Outreach Reports (2)			2	2								4	\$930			\$930
Subtotal		0	0	16	10	0	0	0	0	0	0	0	26	\$6,120	320	500	\$6,820
Task 4: PRESENTATION AND DATA SUBMITAL																	
4.1	Development of Report to and Attendance at City Commission Meeting		2	2	4	4		4					16	\$3,040			\$3,040
4.2	Data Submittal				2	12		8					22	\$3,360		\$500	\$3,860
		0	2	2	6	16	0	12	0	0	0	0	38	\$6,400	\$0	\$500	\$6,900
	TOTAL HOURS AND FEE	0	10	21	60	70	0	24	0	0	0	4	189	\$34,695	\$320	\$1,100	\$35,995