



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda – **Amended April 1, 2022**

Monday, April 4, 2022 – Moved due to Election

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

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/89981434499>

Meeting ID: 899 8143 4499

Passcode: **677257**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Agenda**
 - **Minutes**
 - March 1, 2022, Board of Alderman Work Session Minutes
 - March 1, 2022, Board of Alderman Regular Session Minutes
 - **Resolution 1037, Leak Adjustment**

A Resolution approving a leak adjustment for of \$76.72 for residential utility billing customer, Brian Callaway for his February 2022 utility bill.
 - **Resolution 1038, Temporary Liquor License**

A Resolution approving a temporary Liquor License for Smithville Main Street District for the Humphrey's 100 Gravel Grinder Bike Race to be held Saturday, May 14, 2022.
 - **Resolution 1039, Acknowledging an Emergency Purchase**

A Resolution acknowledging an emergency purchase with Menke Excavating in the amount of \$36,921.40 to replace the sewer main at the 400 block of Winner Road.
 - **Resolution 1040, City Surplus Property**

A Resolution declaring certain parks and recreation property and administration's multi-function copier as surplus equipment.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. **Committee Reports**
 - Economic Development Committee
 - Legacy Fund Committee
5. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

6. **Bill No. 2935-22, Creation of a CID Fund – 2nd Reading**

An Ordinance approving the creation of the CID Fund to account for the receipt of and expenditures from that allocation separate from any other monies. Second reading by title only.

7. Bill No. 2936-22, FY22 Budget Amendment No. 3 – 2nd Reading

An Ordinance amending the FY22 operating budget to add revenue and expenditure authority to the newly created CID Fund. Second reading by title only.

8. Resolution 1041, Award Bid No. 22-08, Utility Rate Study

A Resolution awarding Bid No. 22-08, Utility Rate Study to Raftelis Financial Consultants in an amount not to exceed \$24,750.

9. Resolution 1042, Change Order to RFP 21-09, Street Maintenance Program

A Resolution authorizing a change order to RFP 21-09, Street Maintenance Program to Superior Bowen in the amount of \$266,057.85.

10. Resolution 1043, Engineering for Quincy Boulevard

A Resolution authorizing and directing the Mayor to execute an agreement with Snyder & Associates Inc., for engineering services for Quincy Boulevard improvements in an amount not to exceed \$75,450.

11. Resolution 1044, Purchase Computerized Voice Stress Analyzer

A Resolution approving the purchase of a Computerized Voice Stress Analyzer in an amount not to exceed \$9,995.

12. Resolution 1045, Repair High Service Pump

A Resolution authorizing the expenditure of funds from the Combined Water and Wastewater System Fund for the repair of a high service pump in the amount of \$13,999.11 to Mid-America Pump.

OTHER MATTERS BEFORE THE BOARD

13. Public Comment

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

14. 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





Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT:

Administration/Finance/Parks/Public Works

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- March 1, 2022 Board of Alderman Work Session Minutes
- March 1, 2022 Board of Alderman Regular Session Minutes
- Resolution 1037, Leak Adjustment – Brian Callaway
- Resolution 1038, Temporary Liquor License
- Resolution 1039, Acknowledging an Emergency Purchase
- Resolution 1040, City Surplus Property

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

SMITHVILLE BOARD OF ALDERMAN

WORK SESSION

March 1, 2022, 6:00 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:00 p.m. A quorum of the Board was present: Kelly Kobylski, John Chevalier, Dan Ulledahl, Marv Atkins, Rand Smith and Dan Hartman.

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

2. Transportation Master Plan Presentation

Chuck Soules, Public Works Director, noted we began the process of developing the Transportation Master Plan nearly a year ago and on March 2, 2021, the Board approved moving forward with Toole Design.

Chuck explained that a steering committee was established and consisted of Mayor Boley, Alderman Kobylski, Alderman Chevalier, the Chamber Executive Director, a school representative, a member of the public, Jack Hendrix, Development Director, Cynthia Wagner, City Administrator and himself. MoDOT (Missouri Department of Transportation) and MARC (Mid-America Regional Council) also participated. We were also guided by public input through a community survey, a pop-up meeting. We have also posted the plan on the city website and invited the public to comment by March 18.

Similar to our other infrastructure plans, the Water Master Plan and Wastewater Master Plan, the Transportation Master Plan builds upon the Comprehensive Plan and Parks and Recreation Master Plan to prepare our transportation network for the future. This will help to improve traffic flows, congestion management and provide for all modes of transportation, motor vehicles, bicycles and pedestrian. The plan includes safe routes to schools, for trails, access to the workplace, shopping, parks and recreation, it also includes neighborhood connectivity for all users and all abilities.

Transportation planning is the process of looking at the current state of transportation in the area, designing for future transportation needs, and combining all with budgets, community goals, visions and policies.

Smithville has grown over the last 15 years and will continue to grow. The purpose of the Transportation Master Plan is to help make better informed decisions that will improve mobility for all residents and visitors of all ages, abilities and backgrounds . It addresses the needs of the transportation systems for multiple users including pedestrians, bicyclists, school aged children, freight, and motor vehicles.

The plan is meant to provide overall guidance to maintain the community's identity (local small-town feel) as development occurs. More planning will be needed for individual projects, and this will include alignment studies, design, and additional public input.

This plan also recommends additional tools to assist the city to require developers to analyze and help pay for the impact of development in our community, through traffic impact study requirements and potentially create impact fees to lessen development costs to the community at large.

This Transportation Master Plan is also an important document needed/required as we try to leverage for state and federal funding to offset the costs of some of these improvements.

Chuck introduced Tammy Sufi and Sarah Davis with Toole Design to present the Transportation Master Plan.

Tammy Sufi, Toole Design, went through highlights and the process of creating the Transportation Master Plan.

Transportation Master Plan Project Overview

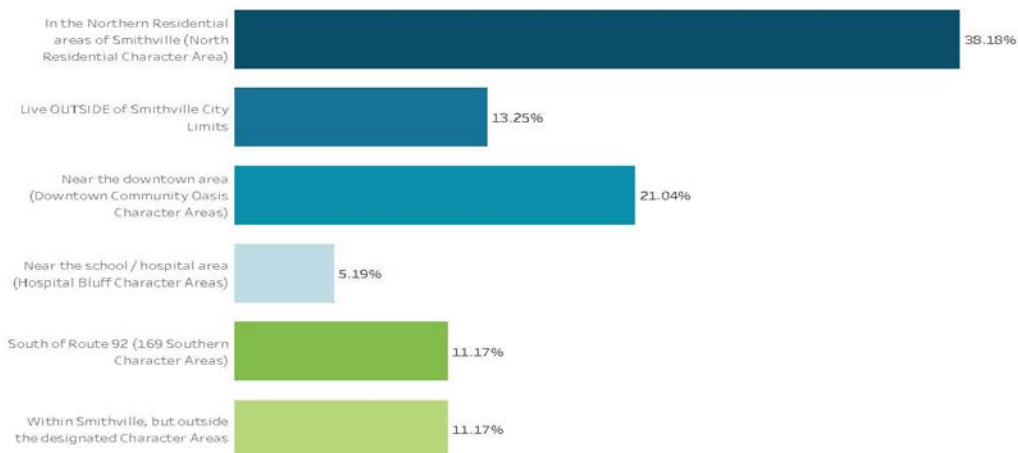
- Community Engagement
- Review Previous Plans
- Traffic Forecasts
- Connectivity and Gap Analysis
- Traffic Impact Study Requirements
- Complete Streets Policy and Design Guide (Includes Access Management)
- Final Plan and Implementation

Public Engagement

- Steering committee meetings (3) over the past year
- Pop-up meeting at Price Chopper-June 2021 – had contact with about 200 people and received really good feedback.
- Online community survey received nearly 400 responses
- Posted on city's website, comment on plan until March 18

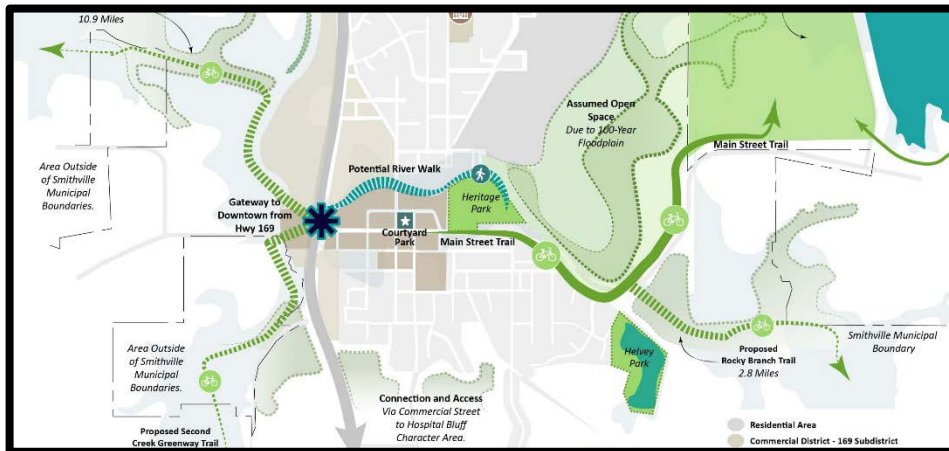
CHARACTER AREA

Where in Smithville do you live? (select only one)



Take-Away Messages

- Priority is to get families around safely
- Hwy 169 traffic/crossings and Downtown are issue areas
- Desire for more walking, biking and trail connections
- Potential future 'pinch-point' in community oasis area



They also looked for opportunities to better make connections north, south, east and west throughout the city.

Traffic Forecasts

Calculated Assumptions

Data sources

- MARC Regional Model (needed finer grained process)
- Aerial growth forecasting review
- MoDOT traffic volumes

2030 Comprehensive Plan Dwelling Units (DU):

- 3 Single Family DU per Acre
- 10 Moderate Density Single Family DU per Acre
- 25 High Density Multi-family DU per Acre

ITE Daily Trip Generation Rates:

- 9.4 Single Family Detached per DU
- 5.4 Multifamily Mid-Rise per DU

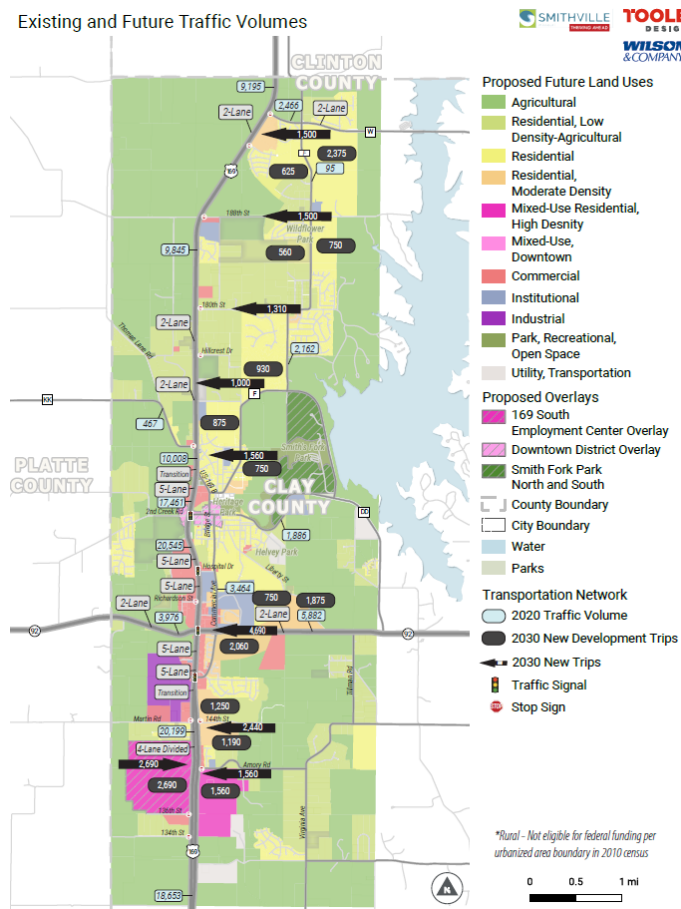
2030 New Development Tips

- Anticipated major growth south of MO-92
- By 2030, if area develops to 25% of the Comp Plan Vision then:
 - Almost 5,000 new daily vehicles on MO-92
 - Almost 10,000 new daily vehicles on US-169

Existing infrastructure requires use of US-169 for trips – will get congested and cause delays

- Without a network of arterials and collectors, development will stall
- Recommend new roadways to accommodate growth and provide alternative routes

Existing and Future Traffic Volumes



Fieldwork

They spent time with city staff and consulting team to look at possible improvements to downtown, Eagle Heights Elementary and US-169 Highway.

Complete Streets Policy/Vision

"The City of Smithville will provide a safe, complete, and connected network of streets for residents and visitors of all ages, abilities, and backgrounds to walk or use wheelchairs, bike, and drive to reach destinations throughout the community. The needs of these users will be balanced with those of commercial freight movement and emergency responders. Smithville's multimodal streets will enhance Smithville's quality of life and strengthen the City's ability to remain a small-town community oasis that is prepared for the future. The City's transportation system will provide safe, reliable, affordable, and efficient choices for all."

Tammy noted that the reason for doing a Transportation Master Plan is important for future funding opportunities and making sure you are ready for future growth.

Guiding Principles

- Transportation for all: Serve all users, abilities, and backgrounds with convenient, affordable transportation choices.
- Safe Connections: Focus on providing safe transportation networks and crossings for all users
- Strong Community: Support placemaking and community identity through design
- Future Focused Investments: Promote sustainability and responsible transportation investments. Maintain infrastructure.

Sarah Davis, Toole Design, went through the demographics and initial recommendations for the Transportation Master Plan.

Demographics

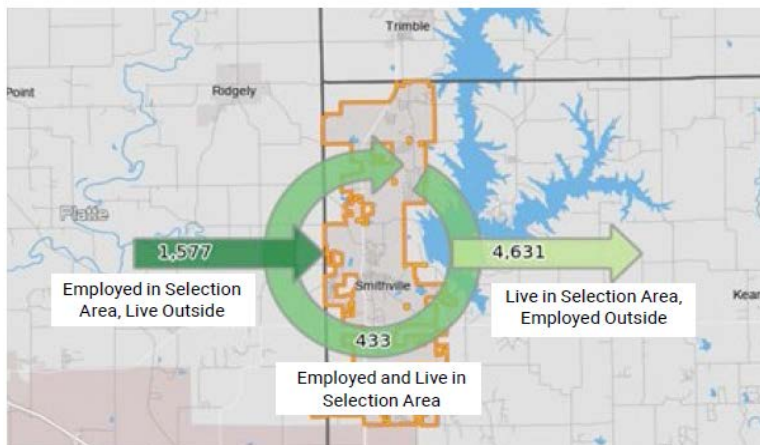
Figure 4. Population and Income 2019

	Smithville, MO	Kansas City Metro	Missouri
Population	10,406	2,173,212	6,154,913
Population under 18	27.8%	24%	22%
Population 65+	12.2%	15%	17%
Median Household Income in 2019 dollars (2015-2019)	\$82,398	\$70,125	\$55,461

Vulnerable Populations

- Population under 65 with a disability: 7%
- Population living in poverty: 6%
- Zero vehicle households: 4%

Commuter Patterns



- 1,500 people coming in for jobs
- 400 people live and work here
- 4,600 travel outside of community to work
- A lot of traffic coming in and out of Smithville, it is important to understand for roadways both now and in the future
- Working age population is close to 5,500

Rules of Thumb for Smithville Roadways

- Consider Context
- Construct Sidewalks
- Moderate Target Speeds
- Right-Size Roadways

- Consider Context: When planning and designing new streets or retrofits, the city or developer should consider the needs of all users and adjacent land use the Complete Streets Design Guidelines as guidance.

- Construct Sidewalks: All streets should be built with a minimum sidewalk of 5 feet on both sides of the street (6 feet on arterials and collectors) or a 10-foot minimum shared use path for use by both pedestrians and bicyclists on one side of the roadway and sidewalk on the other. Buffers between the sidewalk and the roadway are essential on arterials and collector to provide safety and comfort.

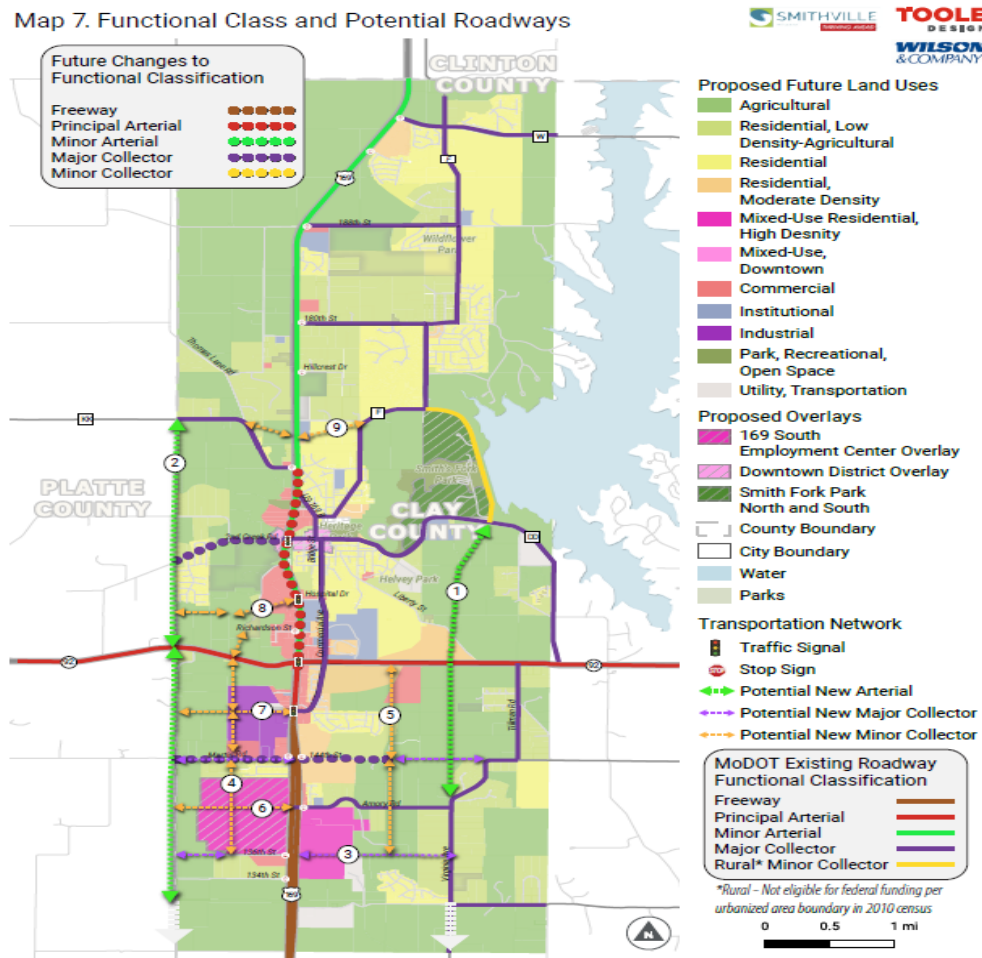
- Moderate Target Speeds: Target speeds on roadways adjacent to neighborhoods and commercial areas should be 30 MPH or below. Exceptions include highways US-169, MO-92 and select arterials and collectors.

- Right-Size Roadways: With a few exceptions, Smithville should not overbuild the roadway network with wide roadways. While new roadways are needed, roadways with 2 to 3 lanes (one lane in each direction plus turn lane) are most appropriate to maintain the small-town character of Smithville, to reduce barriers to pedestrians and bicyclists, and to maintain overall safety for all users. US-169 is the exception to this rule of thumb, however this roadway already creates a significant barrier within Smithville due to high volumes and speeds. Clear communication between Smithville and MoDOT regarding any future changes to the configuration of US-169 will be essential. Any widening effort would create significant negative impacts on Smithville and the city would prefer to see additional north-south roadways that create redundancy in the network to widening of US-169.

Proposed New Roadways-Exact TBD

Classification	New Roadway	Purpose
Arterial	1) I-435 & Virginia Ave to north to MO-DD at southwest corner of Smith's Fork Park	Connect Virginia Ave to Smith's Fork Park
	2) I-435 & Cookingham / Platte Purchase Dr. north to KK following county boundary	Provide alternative north-south route on the western edge of the city
Major Collector	3) 136th (Platte County to Virginia Ave)	Connect mixed-use high density land use to US-169
Minor Collector	4) ½ mile west of US-169 – 136th north to MO-92	Connect the proposed 169 South employment district to industrial and commercial land uses west of US-169
	5) 1 mile east of US-169 – 136th north to MO-92	Connect mixed-use high density land use to MO-92 and commercial land uses
	6) Amory Rd – new county line arterial to US-169	Provide access through the proposed US-169 South employment district and connect US-169 to proposed new arterial along western city border
	7) ½ mile south of MO-92 – new county line arterial to US-169	Provide access through high density mixed land use and connect US-169 to proposed new arterial along western city border
	8) ½ mile north of MO-92 – new county line arterial to US-169	Connect commercial and institutional land uses to proposed arterial along western edge of the city
	9) Connection between MO-KK and 172nd St. (following Pope Lane (172nd St.) - avoiding transmission lines)	Provide an east-west connection between two major existing roadways

Map 7. Functional Class and Potential Roadways



Sarah noted that they identified the rough corridors where new roadways are needed, but a lot more study and public engagement will be needed to determine exact alignment.

Active Transportation

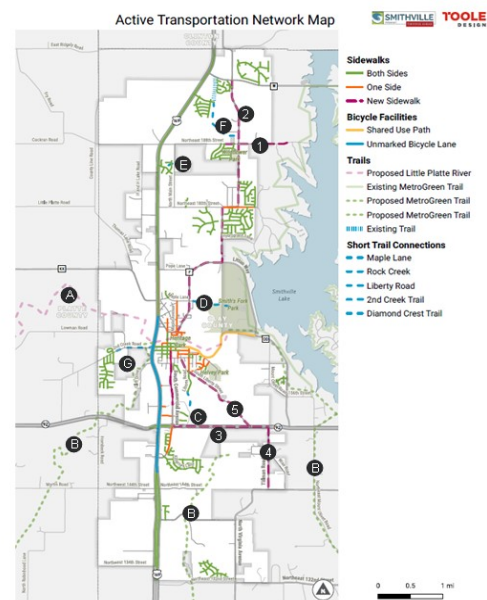
Active Transportation

Sidewalks:

1. NE 188th St. (Little North Trailhead to Woodruff St.)
2. Eagle Pkwy and Old Jefferson Hwy (County Route W to Litton and Litton to 1st St.)
3. Missouri Highway 92 (Commercial Ave to Tillman Rd.)
4. Tillman Rd. (MO-92 South to 144th St.)
5. Liberty St. (MO-92 to Downtown)

Trails:

- A. River Walk Trail
- B. Metro-Green Trail System
- C. Connection between Liberty Rd. and School Campus
- D. Maple lane to Smith's Fork Park
- E. Rock Creek neighborhood to Main St.
- F. Diamond Crest Trail
- G. 2nd Creek trail



Gateways and Roundabouts

Gateways

1. Northern Boundary Gateway
2. Gateway into Downtown
3. US-169 & MO-92 Gateway
4. Gateway entry to Smithville

Roundabouts

- A. Pope / Spellman / 172nd St.
- B. 180th / Old Jefferson
- C. 180th / Eagle Parkway



Roundabout at MO-92 and Commercial Ave



Proposed roundabout location



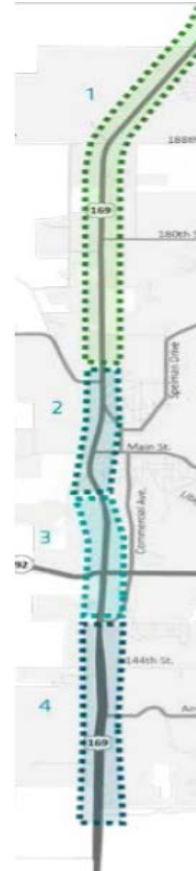
Sarah explained that another element obtained from public comment and previous planning efforts were implementing gateways and roundabouts. Gateways are a great way to create placemaking and help people feel like they are entering a community. She noted that other people outside of Smithville see Smithville as just a pass-through town. Gateways help make cities more inviting for the different destinations they offer and not just a pass-through town.

Sarah said they looked more at the north area of town for roundabouts, for some of the older intersections that are tricky to navigate especially with expected growth in those areas. They are proposing roundabouts for those areas to better facilitate circulation and make the intersections safer.

US – 169 Highway Experience

1. Rural Character North of Downtown
2. Pedestrian-Focused Downtown
3. Transitioning Boulevard
4. Balanced New Mixed-Use Development and Preserved Greenspace

Sarah noted that they have in the plan for the city to coordinate with MODOT to make sections of 169 that are closer to downtown and hospital more pedestrian friendly. In the north they want to retain the more rural areas the same. In the south they are proposing an employment district overlay, a way of balancing the new infrastructure there that would accommodate for the new jobs that would be located there.



Safe Routes to School

Takeaway Recommendations:

- Stripe any locations on the school driveway or parking lot where students are expected to cross to make these locations stand out to drivers.
- Update all signage and follow MUTCD fluorescent green standards for school warning signs.
- Install internal crossings, pavement markings, and signage to better organize internal circulation.
- Install sidewalks within the school campus to facilitate pedestrian movement. These sidewalks should connect to the new sidewalks the city is building

Tammy went over their recommendations on policy, coordination and programs.

Recommended Coordination, Policies and Programs

- Adopt the Complete Streets Policy and Design Guidelines
- Implement traffic impact study requirements and best practices in development districts/impact fees
- Update current subdivision code to encourage connected active transportation networks including pedestrian connections

- Build and strengthen relationships with MoDOT, MARC, and Clay County
- Conduct ongoing coordination with planning, parks, and schools
- Develop parking policies for new commercial development that include consideration of how active transportation can reduce parking needs
- Begin developing policies for electric vehicles, bike share, scooter share and other new mobility alternatives.

Traffic Impact Study Recommendations

- Traffic Input Analysis (TIA) to be conducted for all new development proposals along existing and future Arterials and Collectors and identify how impacts will be mitigated and the responsible party.
- For any development generating more than 50 peak hour trips; 500 daily trips; or in cases where developers are requesting a variance of design standards, or variance from Comprehensive Plan/Transportation Master Plan/Parks Master Plan recommendations.
- Provides recommended contents including
 - Description of recommendations to mitigate traffic impacts
 - Description of multimodal enhancements/accommodation
- Description of how mitigations align with values of Comprehensive Plan, Complete Streets Guidelines, and Transportation Master Plan (Trade-Offs between the first two bullets may be necessary and these plans will help guide those decisions)
- Map that clearly indicates the limits of Study Area with proposed geometric improvements consistent with the recommendations

Tammy noted that they are recommending the city start to require traffic impact studies for development that is on arterials and collector or for development that generates more than fifty peak-hour trips or five hundred daily trips. She explained that the traffic impact study is typically completed by the developer or their consultant. The idea is to help anticipate the needs then mitigate any impacts on adjacent roadways or sidewalks.

Traffic Impact Fees

- Rough Proportionality
 - Should not affect pre-existing negative impacts in the level of service
 - Should not charge a new development multiple times
 - Other taxes and contributions in the future will be used for the same purpose
- Strategies:
 - Keep the process and regulations simple and transparent
 - Maintain a strict policy on fee usage for basic facilities and infrastructure
 - Utilize a generalized fee schedule for ease of policy transfer with new or anticipated land use changes

- Effect new development almost exclusively to simplify the administrative process and protect the existing residents and businesses
- Implementation
 - A flat rate based on the size of the development
 - A percentage of the project cost

High Priority Projects

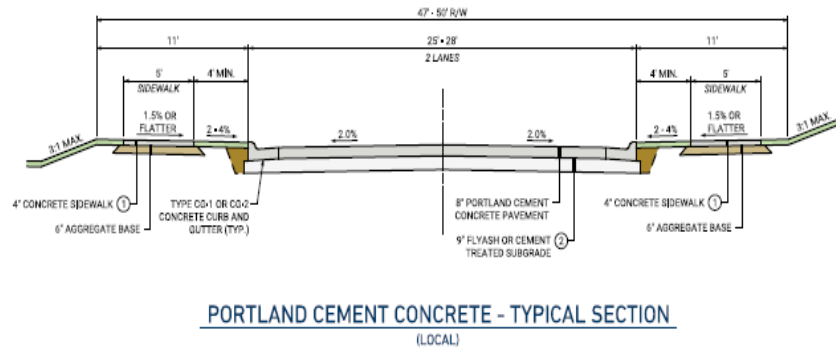
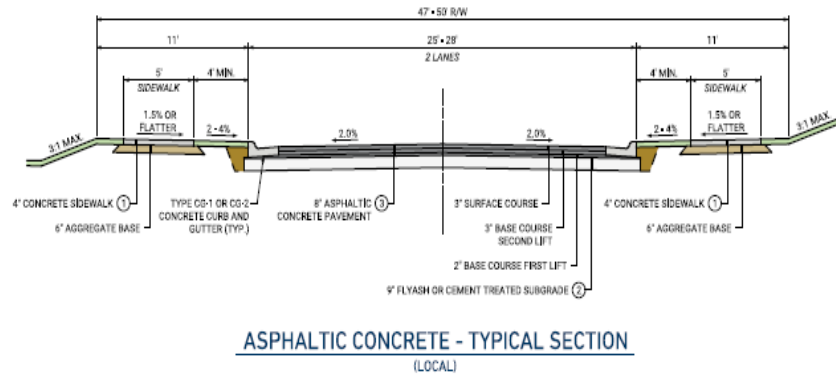
The following projects should be started right away to meet the needs of Smithville residents and visitors, to provide safe connections, build community, and plan for the future.

Project Type / Location	Prioritization Criteria/ Guiding Principles				Time Frame	Possible Funding Sources
	Transportation for All	Safe Connections	Strong Community	Future Focused		
New Roadway: ½ mile south of MO-92 – new county line arterial to US-169 (#7 on Map 7/Figure 7)	x	x		x	Mid-Term	Developer, City, MARC
New Roadway: Connection between MO-KK and MO-F following Pope Lane (172nd St.) - avoiding transmission lines (#9 on Map 7/Figure 7)	x	x	x	x	Mid-Term	Developer, City, MARC
New Roadway: Amory Rd – new county line arterial to US-169 (#6 on Map 7/Figure 7)	x	x	x	x	Mid- to Long-Term	Developer, City, MARC
Sidewalk/Sidepath: NE 188th St (Little North Trailhead to Woodruff Street)	x	x		x	Short-Term	City, MARC
Trail: River Walk Trail	x	x	x		Mid-Term	City, MARC
Trail: Short Trail Connections (Miscellaneous as indicated on Map 8)	x	x	x	x	Short to Mid-Term	City, MARC
Roundabout at Pope Lane (172nd St) / Spelman/172nd	x	x	x		Short Term	City, MARC
Roundabout 180th/Old Jefferson	x	x	x		Mid-Term	City, MARC
Downtown Gateway			x			

Complete Streets Design Guidelines

Tammy explained that the complete streets design guidelines build on the policy providing transportation for all. This does not mean a bike lane on every street it means for every street you are thinking about building or retrofitting you are considering what the needs of various users are.

Local Street Section



NOTES:

- ① Sidewalks shall be a minimum of 4 inches thick. Sidewalks 6 feet or wider shall be 6 inches thick.
Where a driveway crosses a sidewalk, the sidewalk will be 6 inches thick through the driveway. The abutting sidewalk slabs will be doweled with 1/2 inches rebar.
All sidewalks will meet KCMMB 4000 psi durable aggregate mix design.
- ② Subgrade shall be 9 inches Fly Ash or 6 inches AB-3, compacted to a minimum density of 95% of standard proctor. Subgrade Stabilization shall extend 1 foot beyond the edge of pavement.
- ③ Asphalt cement shall conform to the Performance Graded (PG) system. The asphalt oil used for residential, collector, and arterial streets shall be PG 64-22 for all types of AC mixes.
Recycled asphalt pavement (RAP) shall be processed such that 100% will pass the 1-1/2 inch sieve and shall be free of debris and foreign material.
RAP shall only be used in base courses at a maximum rate of not greater than 15% by volume.
The top course shall be 100% virgin material unless a waiver has been granted by the City Engineer to use recycled asphalt.
Tack oil shall be SS-1, SS-1H, CSS-1 or CSS-1H grade oil. Alternative materials must be submitted for approval by the Engineer prior to submitting a bid on a project. Certification shall be submitted to Engineer.

Access Management Recommendations

- Access Spacing: Increasing the distance between traffic signals improves the flow of traffic on major arterials, reduces congestion, and improves air quality for heavily traveled corridors.
- Driveway Spacing: Fewer driveways spaced further apart allows for more orderly merging of traffic and presents fewer challenges to drivers.
- Safe Turning Lanes: Dedicated left- and right-turn, indirect left-turns and U-turns, and roundabouts keep through-traffic flowing. Roundabouts represent an opportunity to reduce an intersection with many conflict points or a severe

crash history (i.e. T-bone crashes) to one that operates with fewer conflict points and less severe crashes (i.e. sideswipes) if they occur.

- Median Treatments: Two-way left-turn lanes (TWLTL) and nonreversible, raised medians are examples of some of the most effective means to regulate access and reduce crashes.
- Right-of-Way Management: Right of way reservation for future widenings, good sight distance, access location, and other access-related issues.

Public Comments to Date:

"I look forward to the improvements from 180th to Eagle Heights in regard to sidewalks and having roundabouts at the three curves into town along F and Old Jefferson will be a great improvement and help with the lake traffic in the summer as non-citizens tend to be very confused with who has the right of way. It is a little disappointing to see that there is no improvement suggested for 180th and 169, as this can be dangerous during high traffic times. I do look forward to seeing changes along 169 as speed limits are typically not obeyed."

"Make a bypass for 169 that goes around Smithville. Stop being a speed bump, bet it would increase commerce actually."

"I am so glad to hear this is happening! I am always especially concerned for our disabled Citizens getting around, other than in their wheelchairs in bad weather."

"Not sure how we feel but concerned as there is 3 new proposed roads that cut through our property. Please put us on your email list. Thanks"

"Smithville School Board doesn't want to move driveway at Eagle Creek, but is okay with 1) marking the sidewalk/driveway crossings on the school site w/crosswalk markings to bring more attention to pedestrians. 2) exploring the idea of adding a walkway on the east side of Eagle Parkway to bring pedestrians north of the school parking lot and down to campus so they are not crossing in front of circulating vehicles. 3) creating a small traffic circle or other method of facilitating U-turns on 188th so that drivers can comply with the school rule to pass the school, turn around, and queue on the north side of 188th."

"I'm glad this is being made public. The traffic flow downtown for our citizens and tourists makes it challenging to visit. We need clean easy flow and an invitation to those campers and boaters to visit our downtown. Today our downtown resembles a flyover city for tourists. Downtown businesses are missing out on a valuable income and the city on tax revenue."

"A lot of information shared in the plan. It takes a little while to review and digest the information, especially for those not as involved in the previous meetings or surveys. It looks like a lot of feedback from the various surveys, with most being sharing valid concerns and input. It would help to make this information more readily available for review, and advertise for more input in meetings and planning if possible."

Tammy explained that they have been corresponding with a representative from the school district and they were considering taking out or moving one of the driveways Eagle Creek Elementary to make it safer for pedestrians to cross. Due to the infrastructure in place that will not be possible, so they will be recommending pedestrian crossing at other areas.

Tammy reminded everyone that the Transportation Master Plan is on the City website, and we are welcoming public comments until March 18.

Mayor Boley asked if logistically it would be possible to leave the public comment open until the end of the month?

Chuck noted that this is the community's plan and the more public input we get the better the plan will be. He said that the public comment can remain open as long as the Board desires.

Alderman Hartman said he thought it was a great plan and would definitely be interested in hearing from constituents.

Public Comment

Ali McClain, 1004 Coneflower, spoke to the Board about lengthening the public comment due to two weeks not being enough time. She noted that the older citizens and they would need more time to review the plan before making their comments.

She also noted that mostly everybody talked about repairing a lot of the streets and thought that was very enlightening. She said that the only problem she had was with the appendix B, the exceptions and accommodations, where it says that the Board of Alderman are the ones that are going to approve this. She asked if there was some flexibility with that so that citizens that are not in city limits can find out who will take care of their needs?

Kobe Hove, 404 Lakeview Drive, spoke to the Board requesting sidewalks for bike trails for easier and safer access for kids to ride their bikes downtown and to school.

3. FY22 3-Month Budget Review

Stephen Larson, Finance Director, presented the review of the FY22 3-month budget.

FY22 budget figures include budget amendments approved by the Board:

- Budget Amendment #1
- Budget Amendment #2

Expenditures include 6 of the 26 fiscal year payrolls. 23% of wage related expenses have been paid through 6 payrolls.

General Fund

General Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$4,918,620	\$4,969,917	\$1,806,534	36.73%

General Fund revenues typically exceed 25% through Q1 because of the large property tax disbursement received in January each year.

General Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$5,905,850	\$5,853,504	\$1,400,522	23.71%

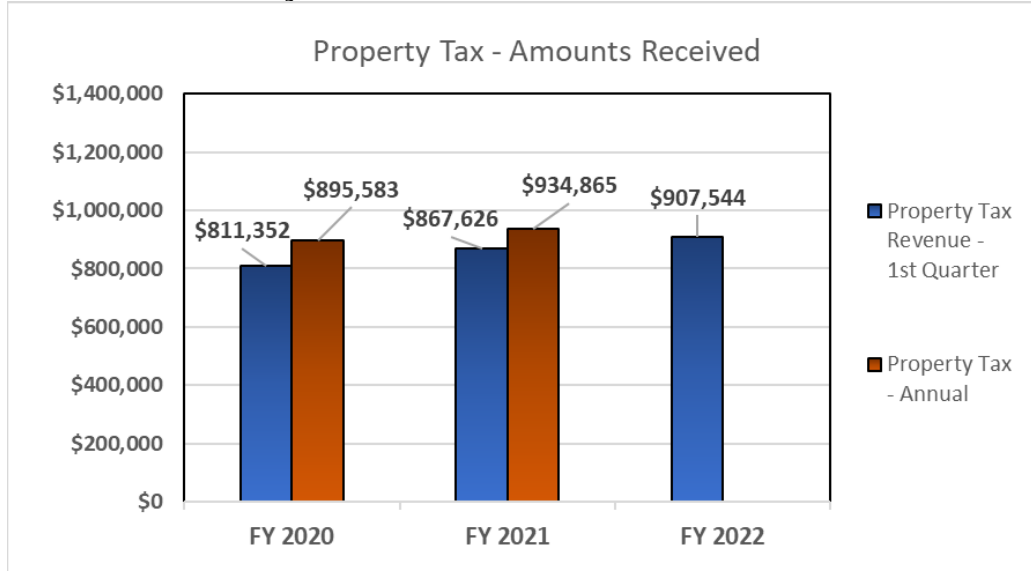
- Campground Electrical Upgrade – Phase II and III (\$75,000 Budget)
- GIS/Asset Management (\$100,000 Budget)
- Public Works/Streets Facility Engineering (\$250,000 Budget)
- Transportation Master Plan (\$60,000 Budget)
- Complete Streetscape Phase II (\$105,000 Budget)

Property Tax Revenue

General Fund Major Revenues	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Property Tax Revenues	\$935,099	\$948,576	\$907,544	97.05%

- The City received the large Property Tax disbursement in January 2022.
- The City, on average in the past 3 years, receives **91.8%** of property tax revenue by the 1st quarter of the fiscal year.

Property Tax Revenue 3 Year Trend History

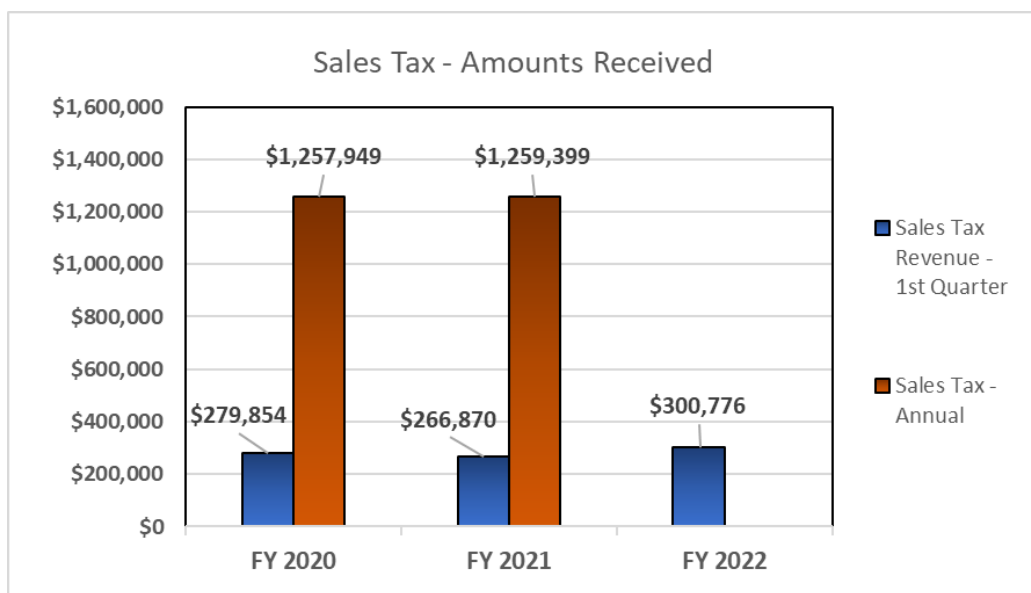


Sales Tax Revenue

General Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Sales Tax Revenues	\$1,233,381	\$1,233,381	\$300,776	24.39%

- The City, on average in the past 3 years, receives **21.7%** of sales tax annual revenue by the 1st quarter of the fiscal year.
- This data reflects the transfer of TIF EATs from General Fund to Special Allocation Fund.

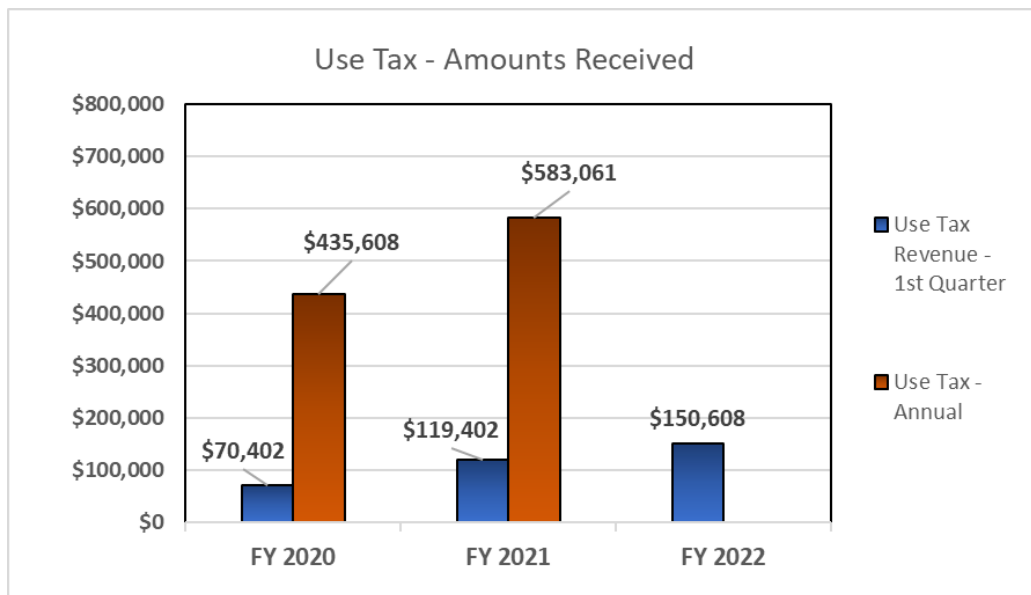
Sales Tax Revenue 3 Year Trend History



General Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Use Tax Revenues	\$563,720	\$563,270	\$150,608	26.72%

Use Tax Revenue

Use Tax Revenue
3 Year Trend History



Capital Improvement Sales Tax Fund

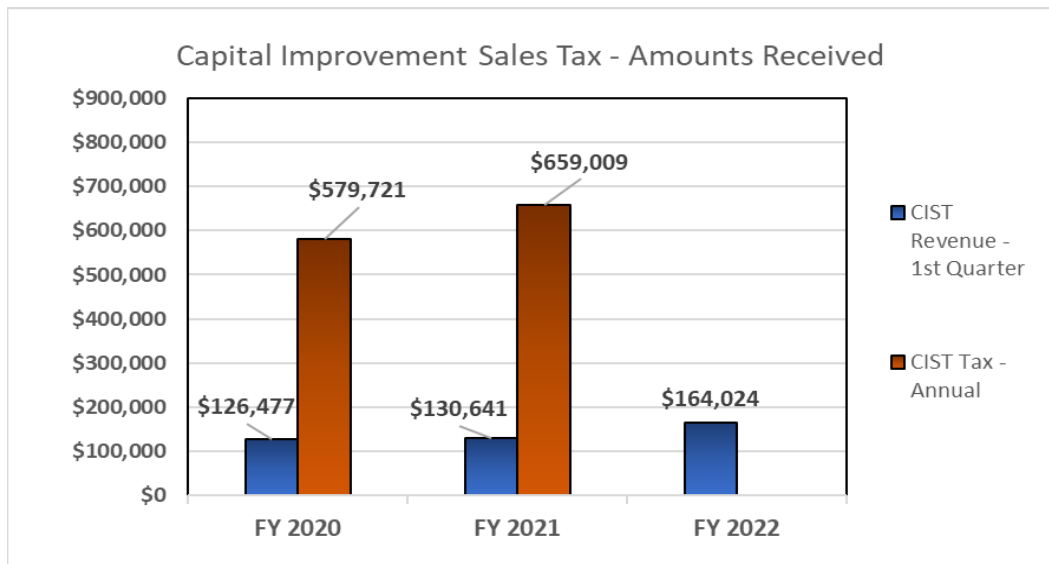
Capital Projects Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$137,000			0.00%

- The City, on average in the past year 3 years, receives **19.7%** of capital improvement sales tax annual revenue by the 1st quarter of the fiscal year.
- Capital Improvement Sales Tax is not subject to TIF EATS collections

Capital Projects Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$127,000			0.00%

- Streetscape Phase III (Bridge Street) Engineering (**\$182,000**)
- Transfer to Capital Projects Fund for Streetscape Phase II (**\$127,000**)
- Transfer to Debt Service Fund (**\$351,550**)

Capital Improvement Sales Tax Revenue 3 Year Trend History



Debt Service Fund

Debt Service	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$351,550	\$351,550	\$0	0.00%

- Finance staff will transfer in of **\$351,550** from the Capital Improvement Sales Tax Fund to support Debt Service payments.

Debt Service	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$339,213	\$339,213	\$0	0.00%

- General Obligation Debt Payments (for Series 2018 and Series 2019) are scheduled for **March 1, 2022** and on **September 1, 2022**.

Transportation Sales Tax Fund

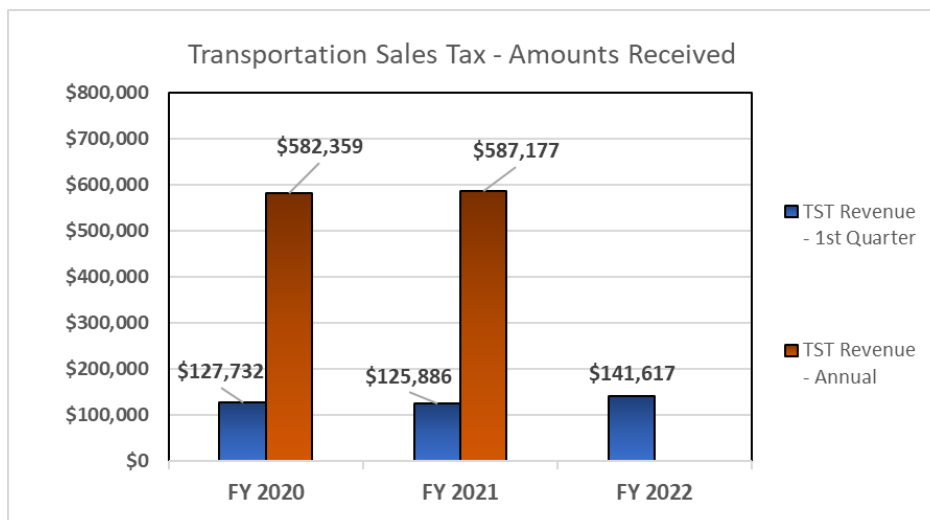
Transportation Sales Tax	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$569,160	\$569,160	\$141,617	24.88%

- The City, on average in the past 3 years, receives **21.8%** of transportation sales tax annual revenue by the 1st quarter of the fiscal year.
- Transportation Sales Tax **is subject** to TIF EATS collections.

Transportation Sales Tax	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$782,630	\$782,630	\$190,331	24.32%

- Annual Asphalt Overlay Program **(\$300,000)**
- Streetscape Phase 2 **(\$169,000)**
- 4th Street Terrace Road Repairs Following Utility Improvements **(\$100,000)**

Transportation Sales Tax Revenue 3 Year Trend Revenue



Special Allocation Fund

Special Allocation Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$570,000	\$570,000	\$513,096	90.02%

- 2021 TIF Increments will be distributed to the respective entities in **Q2 of 2022**. This will reduce revenues in the Special Allocation Fund.
- The proposed creation of the CID Fund will segregate the 1% CID Sales Tax and associated CID expenses into a separate tracked fund.

CWWS Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Received
Revenues	\$5,925,400	\$5,925,400	\$1,242,223	20.96%

Special Allocation Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$1,166,888	\$1,166,888	\$0	0.00%

Combined Water and Wastewater System Fund

- Revenue budget includes the planned **\$806,000** from Clay County for ARPA Reimbursement (Budget Amendment #2) which will be received as the project is completed over time.

CWWS Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% of Budget Expended
Expenditures	\$6,778,415	\$6,778,415	\$806,904	11.90%

- Floating Aerator (**\$450,000**)
- West Bypass 144th Lift Station (Engineering) (**\$500,000**)
- 4th Street and 4th Terrace (Construction) (**\$300,000**)
- GIS/Asset Management (**\$100,000**)

Water and Wastewater Sales Revenue

CWWS Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
Water Sales	\$2,716,094	\$2,716,094	\$649,053	23.90%

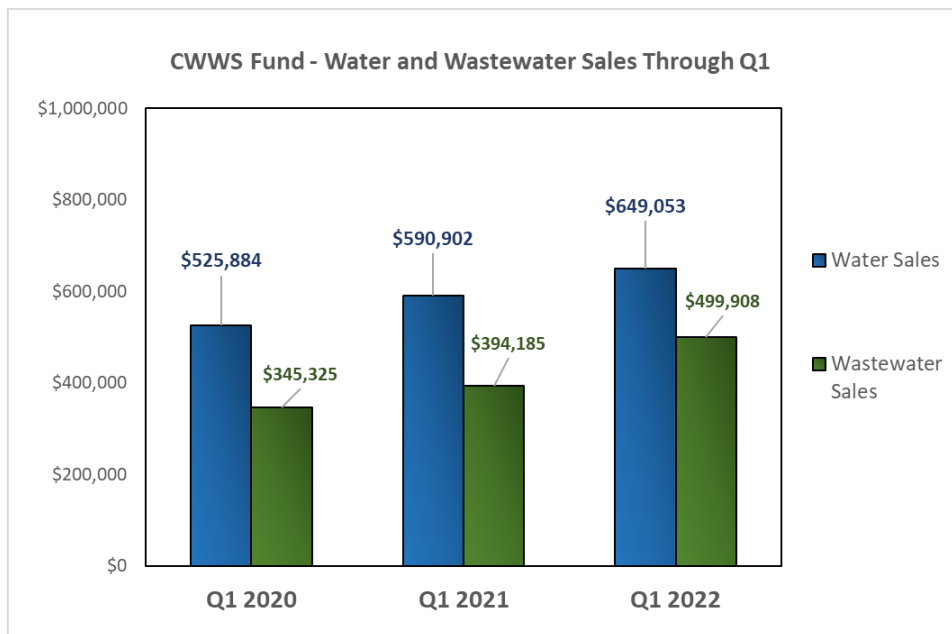
- The City, on average in the past 3 years, receives **22.3%** of water sales annual revenue by the 1st quarter of the fiscal year.

CWWS Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
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Wastewater Sales	\$1,790,666	\$1,790,666	\$499,908	27.92%
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- The City, on average in the past 3 years, receives **22.6%** of wastewater sales annual revenue by 1st quarter of the fiscal year.

Water and Wastewater Sales Revenue 3 Year Trend History of Quarter One



Sanitation Fund

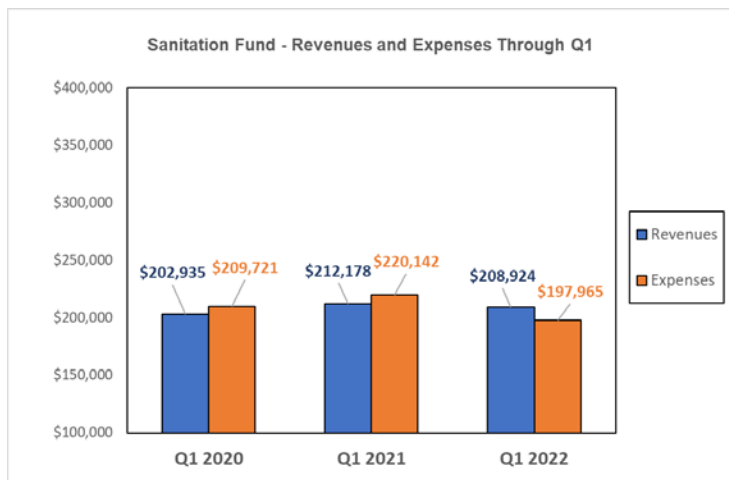
Sanitation Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
Revenues	\$849,530	\$849,530	\$208,924	24.59%

- The City, on average in the past 3 years, receives **24.3%** of solid waste annual revenue by the 3rd quarter of the fiscal year.

Sanitation Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Expended of Budget
Expenditures	\$836,450	\$836,450	\$197,965	23.67%

- The City also pays to participate in the Household Hazardous Waste collection program administered by MARC which is funded by the Sanitation Fund. This expense has not yet been paid through Q1 but will be processed shortly.

Sanitation Fund 3 Year Trend History of Quarter One



Park and Stormwater Sales Tax Fund

Park & Stormwater Sales Tax	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
Revenues	\$627,555	\$627,555	\$162,626	25.91%

- Initial collections of Park & Stormwater Sales Tax occurred **November 2020**.
- Park & Stormwater Sales Tax is not subject to TIF EATS collections.

Park & Stormwater Sales Tax	FY22 Budgeted	FY22 Projections	FY22 YTD	% Expended of Budget
Expenditures	\$485,000	\$485,000	\$6,962	1.44%

- Diamond Crest Neighborhood Park **(\$275,000)**
- Stormwater Master Plan **(\$150,000)**
- Quincy/Owens Stormwater Improvements Engineering **(\$60,000)**

VERF (Vehicle and Equipment Replacement Fund)

VERF	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
Revenues	\$284,000	\$284,000	\$175,000	61.62%

- The City sold **10** vehicles through Enterprise in FY2021. Enterprise recently picked up **3** vehicles from the City which are pending sale.
- The City transferred **\$40,000** for VERF support and **\$135,000** to support leasing expense for 4 police cars.

VERF	FY22 Budgeted	FY22 Projections	FY22 YTD	% Expended of Budget
Expenditures	\$175,749	\$175,749	\$25,188	14.33%

- The City is continuing to receive leased vehicles from Enterprise. Expenses are tracking under budget but will increase as vehicles are received.

ARPA Fund (American Rescue Plan Act Fund)

American Rescue Plan Act Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Received of Budget
Revenues	\$1,089,162	\$1,089,162	\$0	0.00%

- 2nd tranche payment will be received no less than 1 year after 1st tranche payment. City received 1st payment on **September 8, 2021**.

American Rescue Plan Act Fund	FY22 Budgeted	FY22 Projections	FY22 YTD	% Expended of Budget
Expenditures	\$2,178,300	\$2,178,300	\$0	0.00%

- The City will expend non-ARPA funds for the Raw Water Pump Station project prior to utilizing ARPA Funds. City will receive reimbursement from Clay County for the non-ARPA funded portion of the project **(\$805,495)**

Alderman Hartman thanked Stephen and his staff for their great work putting these numbers together and for making it easy to understand.

Cynthia expanded on why we provide the three-month budgetary information to everyone so they know where we stand as we begin in the budget development

process. Also, to keep the Board informed, staff is monitoring those expenditures and revenues on a monthly basis but also as things change. Cynthia noted that over the last few days as a result of the world situation, we are receiving word on increases in asphalt prices. We know that fuel prices are increasing and that affects our fleet and our budget and on project costs. She noted that on some of our larger projects we are seeing potential cost increases based on the rising cost of supplies and also potential delays because we have had indications from our engineers on projects due to material shortages because of their need for global events. Staff is monitoring that on a daily basis.

4. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:54 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

March 1, 2022 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:01 p.m.

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

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

2. Pledge of Allegiance led by Mayor Boley

3. Consent Agenda

• Minutes

- February 15, 2022, Board of Alderman Work Session Minutes
- February 15, 2022, Board of Alderman Regular Session Minutes

• Resolution 1028, Special Permit – Gravel Grinder Bike Race

A Resolution approving a Special Event Permit for Humphrey's 100 Gravel Grinder Bike Race to be held Saturday, May 14, 2022.

• Resolution 1029, Establishing an Engineering On-Call List

A Resolution approving and establishing a pre-qualified on-call professional services listing.

• Resolution 1030, Fireworks Event White Iron Ridge

A Resolution approving a fireworks event at White Iron Ridge on April 9, 9:45 p.m. to last approximately five to seven minutes.

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

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderman Kobylski reported on the February 22, 2022, Economic Development Committee meeting. They continue to work through the incentive toolbox. They discussed the approval of the Community Improvement District. The committee also had a presentation from Megan Miller, Gilmore and Bell, on the Transportation Development Districts (TDD) process.

5. City Administrator's Report

Cynthia highlighted items in the City Administration's report in the packet. She reported that the Streetscape Phase II project has been awarded the Chapter Level Award for the

Small Cities/Rural Communities Transportation category for the 2022 American Public Works Association (APWA) Kansas City Metro Chapter. Gina Pate, Management Analyst, submitted the application for the award. The award will be presented at Kansas City APWA meeting in May. The Kansas City Chapter will submit the application to National APWA awards for consideration.

Last week Chuck Soules, Public Works Director, finalized information to submit a funding request to Congressman Graves for consideration in the Water Resources Development Act (WRDA) for environmental construction projects. We submitted approximately \$11.5 million dollars of projects for review. The projects submitted were the 144th Street sewer pump station, the south sewer force main, the Rocky Branch gravity sewer, the water river crossing and the river walk.

Cynthia noted that we continue to see an increasing cost on projects and delays on delivery of projects materials due to availabilities and international impact. She added that today we received word of an increase in asphalt prices. Staff will continue to monitor and adjust projects as necessary to stay within budget.

Cynthia noted that on the agenda for approval this evening we have a couple of items related to Diamond Crest, the sidewalk and fencing projects. If approved we hoped to have the projects completed, weather permitting and availability of supplies, by Memorial Day weekend when we open the Splash Pad.

RDINANCES AND RESOLUTUIONS

6. Bill No. 2932-22, FY22 Budget Amendment No. 2 – 2nd Reading

Alderman Hartman moved to approve Bill No. 2932-22, amending the FY22 operating budget to add \$547,205 to the expenditure budget and \$813,000 to the revenue budget. 2nd reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2932-22 approved.

7. Bill No. 2934-22, , MOU Amending the Lease Agreement With the Corp of Engineers - Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Readings

Alderman Ulledahl moved to approve Bill No. 2934-22, approving a Memorandum of Understanding between the City Of Smithville, Missouri, and the United States of America regarding the Supplemental Agreement No. 5 to Lease No. DACW41-1-91-123 for the construction of a multi-use trail system. 1st reading by title only. Alderman Kobylski seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2934-22 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2934-22, approving a Memorandum of Understanding between the City Of Smithville, Missouri, and the United States of America regarding the Supplemental Agreement No. 5 to Lease No. DACW41-1-91-123 for the construction of a multi-use trail system. 2nd reading by title only. Alderman Smith seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2934-22 approved.

8. Bill No. 2935-22, Creation of a CID Fund – 1st Reading

Alderman Hartman moved to approve Bill No. 2935-22, approving the creation of the CID Fund to account for the receipt of and expenditures from that allocation separate from any other monies. 1st reading by title only. Alderman Chevalier seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2935-22 approved first reading.

9. Bill No. 2936-22, FY22 Budget Amendment No. 3 – 1st Reading

Alderman Smith moved to approve Bill No. 2936-22, amending the FY22 operating budget to add revenue and expenditure authority to the newly created CID Fund. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2936-22 approved first reading.

10. Resolution 1031, Special Permit – Smithville Main Street District Events

Alderman Atkins moved to approve Resolution 1031, approving a Special Event Permit for events held Courtyard Park in 2022 by Smithville Main Street District. Alderman Chevalier seconded the motion.

Alderman Ulledahl recused himself.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1031 approved.

11. Resolution 1032, Award Bid No. 22-11, HVAC for Wastewater Plant

Alderman Hartman moved to approve Resolution 1032, awarding Bid No. 22-11, for the HVAC at the wastewater plant to Pence Heating and Cooling in the amount of \$9,840. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1032 approved.

12. Resolution 1033, Award Bid No. 22-12, Mowing Services for City Parks

Alderman Smith moved to approve Resolution 1033, awarding Bid No. 22-12, for the mowing services for City parks to Eagle Turf & Landscape LLC in the amount of \$8,656. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1033 approved.

13. Resolution 1034, Award Bid No. 22-13, Diamond Crest Park Fencing

Alderman Ulledahl moved to approve Resolution 1034, awarding Bid No. 22-13, for the Diamond Crest Park fencing to Quality Fence in the amount of \$29,250. Alderman Kobylski seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1034 approved.

14. Resolution 1035, Award Bid No. 22-14, Diamond Crest Park Concrete Sidewalk

Alderman Atkins moved to approve Resolution 1035, awarding Bid No. 22-14, for the concrete for Diamond Crest Park sidewalk to Sands Construction in the amount of \$28,099. Alderman Smith seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1035 approved.

15. Resolution 1036, Waste Management Agreement

Alderman Ulledahl moved to approve Resolution 1036, approving an amendment with Waste Management Kansas City, Inc. for City facility solid waste collection services. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1036 approved.

OTHER MATTERS BEFORE THE BOARD

16. Public Comment

Kristine Bunch, 208 Maple Lane, spoke to the Board recommending an increase the mandatory dog tag registration fee to \$40 or \$50 to help generate money for the city to be able to employ an animal control officer.

17. Appointment

The Mayor made the nomination of Erika Winston, Chamber of Commerce Executive Director, for the Economic Development Committee.

Upon roll call vote:

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

Ayes – 6, Noes – 0, nomination approved. Mayor Boley declared Erika Winston a member of the Economic Development Committee.

18. Appointment

The Mayor made the nomination of Starla Janes to the Legacy Fund Committee.

Upon roll call vote:

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

Ayes – 6, Noes – 0, nomination approved. Mayor Boley declared Starla Janes a member of the Legacy Fund Committee.

19. New Business from the Floor

None.

20. Adjournment to Executive Session Pursuant to Section 610.021(3) RSMo.

Alderman Chevalier moved to adjourn to executive session pursuant to Section 610.021(3) RSMo. Alderman Smith seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to executive session at 7:18 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1037, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1037, approving a water and wastewater leak adjustment request.

SUMMARY: The City has received notice from Brian Callaway, a residential utility billing customer, of a repaired water leak and his request for a water leak adjustment. All requirements set forth in Ordinance 2989-18 have been met.

On or about February 24, 2022, the Utilities Department obtained electronic reads of water usage for the month of February. Those reads were uploaded to the billing system later and same day which provides warnings for customers with no, little, or high usage.

Following the month of the February billing cycle, Mr. Callaway had started the cycle with a read of 3,573 and finished the February cycle with a read 3,890, which resulted in consumption of 31,700 gallons. This amount was more than twice his established monthly average. As required by Ordinance 2989-18, Mr. Callaway has provided proof of repair/maintenance of the toilet leak which caused the high usage during the February billing cycle.

If approved, the leak adjustment would issue a credit of \$76.72 to Mr. Callaway's utility account.

PREVIOUS ACTION:

The Board has approved previous leak adjustments in this fiscal year when conditions have been met.

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$76.72.

ATTACHMENTS:

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

RESOLUTION 1037

A RESOLUTION APPROVING A WATER LEAK ADJUSTMENT REQUEST.

WHEREAS, the City approved Ordinance No. 2989-18 amending Section 705.110 of the Code of Ordinances on February 6, 2018; and,

WHEREAS, Brian Callaway, a residential utility billing customer with account 06-001110-03, has notified the City of a water leak and is requesting a leak adjustment; and,

WHEREAS, the conditions set forth in Section 705.110 of the Code of Ordinances as amended have been met; and,

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$76.72;

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

A water and wastewater leak adjustment in the amount of \$76.72 shall be credited to account 06-001110-03 of residential utility billing customer Brian Callaway.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Brian Callaway

Utility Service Address: 18002 Belinda Drive

Utility Account Number: 06-001110-03

The residential utility billing customer referenced above has notified City staff of a water leak and is requesting a leak adjustment. City staff has verified the water consumption of the month(s) in question is more than two (2) times the monthly average for this property, no other leak adjustment has occurred in the previous thirty-six (36) month period, covers a single event and repair receipts have been provided.

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$ 76.72 at the Board of Alderman meeting on 4/4/2022.

I, Brian Callaway, agree to attend the Board of Alderman meeting referenced above, and understand that my failure to be present is cause for the Board of Alderman to deny my request.

Upon resolution by the Board of Alderman, I, Brian Callaway, shall make payment in full or make formal payment arrangements with City staff no later than ten days (10) following the Board of Alderman consideration. I understand that failure to do so will result in imposition of late fees and/or disconnection of service.


Customer's Signature

3-17-2022
Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Brian Callaway**

Utility Service Address: **18002 Belinda Drive**

Utility Account Number: **06-001110-03**

Breaking down key figures in Ordinance 2989-18(C), Adjustment Calculations

- The adjusted bill(s) shall charge the City's normal water rate on all water volume used up to two (2) times the average monthly water use for this property.

City's normal water rate (per 1,000 gallons): **\$8.33**
 Average monthly water usage for this property: **4,400 gallons**

- Adjusted bill(s) shall also charge the City's wholesale water rate on all water volume used greater than two (2) times the average monthly water use for this property.

City's wholesale water rate (per 1,000 gallons): **\$4.98**

- If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.

If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

City's normal wastewater rate (per 1,000 gallons): **\$6.68**
 Average monthly wastewater usage for this property: **4,400 gallons**
 Was the leak inside or outside the home: **inside**
 Was the wastewater billed winter average or actual usage: **actual usage**

Calculating the adjustment amount using Ordinance 705.110(C), Adjustment Calculations

MONTH 1	
Original Water Bill Amount	
31,700 gallons @ 8.33 per 1,000 gallons =	264.06
Adjusted Water Bill Amount	
8,800 gallons @ 8.33 per 1,000 gallons =	73.30
+ 22,900 gallons @ 4.98 per 1,000 gallons =	114.04
	187.34
Water Discount =	
	76.72
Original Wastewater Bill Amount	
31,700 gallons @ 6.68 per 1,000 gallons =	211.76
Adjusted Wastewater Bill Amount	
31,700 gallons @ 6.68 per 1,000 gallons =	211.76
Wastewater Discount =	
	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
0 gallons @ 8.33 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 8.33 per 1,000 gallons =	0.00
+ 0 gallons @ 4.98 per 1,000 gallons =	0.00
	0.00
Water Discount =	
	0.00
Original Wastewater Bill Amount	
0 gallons @ 6.68 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 6.68 per 1,000 gallons =	0.00
Wastewater Discount =	
	0.00

Total Discount = 76.72



Billing Address
Brian & Amanda Callaway
18002 Belinda Drive
Smithville, MO 64089 USA

Anthony PHCE
15203 West 99th Street
Lenexa, KS 66219-1253
dial A-N-T-H-O-N-Y (268-4669)
Service@AnthonyPHCE.com
www.AnthonyPHCE.com

Estimate 321867764
Job 1607172
Estimate Date 2/24/2022
Customer PO

Job Address
Brian & Amanda Callaway
18002 Belinda Drive
Smithville, MO 64089 USA

Estimate Details

Service Call

Task #	Description	Quantity	Standard Price	Your Price	Your Total
SC1	Our service fee covers sending a trained uniformed technician to your home. All our technicians have been background checked, drug screened, attend at least 100 hours of training a year and will always have on a photo ID. Our service vehicles are fully stocked and in most cases, repairs can be made on the initial call. However, if a part is ordered, we assure you that it will be processed with the utmost urgency. We give you this written guarantee: If you are not completely satisfied with your service, we will do whatever it takes to make things right.	1.00	\$99.00	\$89.00	\$89.00

Member Savings \$10.00

Sub-Total \$89.00

Tax \$0.00

Total \$89.00

Thank you for using Anthony PHCE for all of your Plumbing, Heating, Cooling and Electric needs.

My service technician today is, Timothy Snook.

I authorize the above work to be completed and I agree to pay the proposal amount of \$89.00, upon completion of the work.

2/24/2022



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Parks, Police

AGENDA ITEM: Resolution 1038 – Temporary Liquor License – Smithville Main Street District

RECOMMENDED ACTION:

A motion to approve Resolution 1038, issuing a Temporary Liquor License to Smithville Main Street District for Humphrey's 100 Gravel Grinder Bike Race to be held Saturday, May 14, 2022

SUMMARY:

Approval of this item would issue a Temporary Liquor License to Smithville Main Street District, doing business as Smithville Festival Committee, to be part of the Special Event Permit for Humphrey's 100 Gravel Grinder Bike Race to be held Saturday, May 14, 2022.

Chief Lockridge has completed a background check on Smithville Main Street District. There were no findings to prevent issuing a liquor license.

Requested Licenses: Temporary Permit

This license will be effective May 14, 2022 (pending all state license requirements).

PREVIOUS ACTION:

Click or tap here to enter text.

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

n/a

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1038

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO
SMITHVILLE MAIN STREET DISTRICT FOR OPERATION OF THE GRAVEL
GRINDER BIKE RACE**

WHEREAS, Smithville Main Street District has completed the required application, and;

WHEREAS, Chief Lockridge has completed a background check, and;

WHEREAS, the background check did not reveal anything to prevent approval of a city liquor license.

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO
SMITHVILLE MAIN STREET DISTRICT, FOR OPERATION OF THE
GRAVEL GRINDER BIKE RACE AT COURTYARD PARK APPROVED FOR
SPECIAL EVENT PERMIT FOR HUMPHREY'S 100 GRAVEL GRINDER BIKE
RACE TO BE HELD SATURDAY, MAY 14, 2022.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

600.070 (G & H)

G. Drinking In Public Places Prohibited.

1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot, except in those areas above granted a special event permit.
2. No person shall drink or ingest any intoxicating liquor or non-intoxicating beer in or on any public place.
3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while in or upon any public place.
4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

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

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

[1] Editor's Note: Former Section 600.070, which derived from RSMo. §§311.280, 311.340, 311.600, 311.330, 311.310, 312, 400; Ord. No. 2255-04 §1, 3-16-2004, was repealed 6-21-2011 by Ord. No. 2790-11 §1.



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 1039 - Acknowledging an emergency purchase with Menke Excavating

RECOMMENDED ACTION:

A motion to approve Resolution 1039, acknowledging an emergency expenditure in the amount of \$36,921.40 to Menke Excavating to replace the sewer main in the 400 block of Winner Road.

SUMMARY:

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

To that end, authorization of an emergency purchase in the amount of \$36,921.40 is included in the attached resolution. This purchase was approved by the City Administrator after staff discovered problems with sewer main.

The main is a concrete pipe. Sanitary sewage deteriorates concrete over time. This line is very flat, has low flow and the sewage sits in the pipe. The pipe has deteriorated and is crumbly. Several areas have been repaired by cutting a plastic pie in half and laying over the void / missing pipe. Service lines are also protruding into the main causing blockages. Due to the condition of the line, this main is not a candidate for cured in place pipe repair and must be replaced. There are several residences that are served from this main.

Menke Excavating has provided a cost of \$36,921.40. Based on the emergency purchase authorization, they have ordered materials. Delivery is expected at the end of March. The project begin this project in the next few weeks. Staff will continue to monitor the situation and ensure continuation of services until the project can begin.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance for infrastructure are available in the Combined Water and Wastewater System budget.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Quote

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1039

A RESOLUTION ACKNOWLEDGING AN EMERGENCY PURCHASE WITH MENKE EXCAVATING IN THE AMOUNT OF \$36,921.40

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

WHEREAS, the sewer main in the 400 block of Winner Road collapsed started backing up; and

WHEREAS, upon inspection, the main has deteriorated to a point that it is not repairable and needs to be replaced; and

WHEREAS, Menke Excavating provided a cost to replace the sewer main in an amount of \$36,921.40.

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

THAT the Board acknowledges the emergency purchase with Menke Excavation for an amount not to exceed \$36,921.40 to replace the sewer main in the 400 block of Winner Road.

Funds for this work are available in the 2022 Combined Water and Wastewater System operations budget.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Chuck Soules

From: Steve Menke dba
<stevemenke@centurylink.net>
Sent: Friday, March 18, 2022 9:45 AM
To: Chuck Soules; Bob Lemley
Subject: Winner Ave estimate

Follow Up Flag: Follow up
Flag Status: Flagged

City of Smithville

Winner Ave Sewer Line Replacement.

360' of 8" SDR21 pipe @ 53.79 LF = \$19,364.40
Two manhole tie ins = \$3,000.00
Saw cut and demo = \$4,005.00
7" concrete = \$8,200.00
Four 8x4 tees @ \$588.00 = \$2,352.00

Total \$36,921.40

Note: Bid expires in 30 days for 3/16/22

--

MENKE EXCAVATING LLC
Steve Menke, Owner
stevemenke@centurylink.net
(816) 214-7352

"Moving earth and water with Precision"



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1040, Surplus of City Property

REQUESTED BOARD ACTION:

Motion to approve Resolution 1040, declaring certain items surplus.

SUMMARY:

From time to time, departments have equipment that is broken, has been replaced by new equipment, or is not used any longer. In order to be disposed of, property must be identified by the Board as surplus.

The Parks and Recreation Department has identified four pieces of equipment for disposal, an engine hoist, grass roller, parts cleaner and snow blower.

City staff recommends sellable items be listed through GovDeals.com.

PREVIOUS ACTION:

Board approve Ordinance 2916-15, directing the City purchasing agent to dispose of such property.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1040

A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS EQUIPMENT

WHEREAS, from time to time, departments identify equipment that has been replaced by new equipment, is no longer used or doesn't work as it originally did; and,

WHEREAS, the City of Smithville has identified four pieces of equipment from the Parks and Recreation Department in its possession as surplus and no longer of value, including an engine hoist, grass roller, parts cleaner and a snow blower; and

WHEREAS, the items are being presented to the Board of Aldermen of the City of Smithville as surplus equipment or to be disposed of.

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

THAT the identified property is declared as surplus equipment and the City purchasing agent is directed to dispose of such property in accordance with City Ordinance 2916-15.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



City Administrator's Report

March 31, 2022

Raw Water Pump & Campground Lift Station Progress

Progress continues on the Raw Water Pump and Campground lift station project. This project will affect Smith's Fork Campground availability. Beginning April 1, campground reservations for only 42 sites will be available for scheduling from April 1 to May 22. No reservations will be available after May 22 or for the other 35 sites until we have a better idea of when construction will be complete. In late April, the construction progress will be re-evaluated to determine what sites will be available for the remainder of the season. Information about reservations has been posted to social media sites.





Transportation Master Plan

The online feedback forum for the Transportation Master Plan closed on March 31. Comments will be reviewed by the planning team and provided to the Board of Aldermen at the April 19 meeting. The submission form has been open for one month, and the City received 20 online comments as of March 29, 2022.

Trash and Recycling Events

The City will be hosting its first E-Waste and Shredding Event at Smithville High School parking lot on Saturday, April 23 from 9 a.m. to noon. ProShred is the vendor that the City is using for this event, and they will clear all phones, laptops, and hard drives before they are recycled. The cost for electronics is \$20 per monitor and \$40 per TV. Shredded documents will be collected and shredded on site. There is no need to remove any staples, paper clips or rubber bands. We need three volunteers to assist with traffic control for the event. If you are interested, please contact Chuck Soules or Gina Pate.

Spring Bulky Item Pick-Up has been scheduled for the week of June 6. Residents may discard up to five bulky items on their scheduled trash pick-up day.

Parade Of Hearts

As you know, this spring communities from across the Kansas City region will show the world why we are known as America's Heartland and why we have the biggest hearts. The Parade of Hearts fabricated five-foot heart sculptures and asked local artists to design them to create an unprecedented art experience rooted in hope and unity. In Reflection, by Jessica Lester, was placed in courtyard park earlier this month! The mirrors represent internal reflection while the reflected light fragments illustrate the outreach of support, empathy and understanding to our communities. Parade of Hearts has an app to find heart displays. To date, almost 800 people have checked in at courtyard park to view In Reflection!

The Parade of Hearts is on display until the end of May. Be sure to check out In Reflection and tag Sevenelle Creative, #HeartOfSmithville and #paradeofheartskc.



Mid-America Regional Council Connected KC 2050 Grant

MARC is soliciting project proposals for Federal Fiscal Years 2025-2026 for three Federal Highway Administration funding programs. Each program is limited to a maximum of 80% federal share and requires a local match of at least 20% for any federal funds awarded to any project. This funding opportunity will consist of two phases: a pre-application and initial screening and a full application and technical evaluation. The City submitted four project proposals for the Surface Transportation Block Grant Program. This round is the pre-application and initial screening round of the grant application.

Winter Weather Event Updates

March 6 to 7

The snow event started at approximately 10:30 p.m. on March 6. The City had a team of five street division staff present to provide the winter response. R&S Lawn and Sprinkler provided one truck for the residential neighborhoods. Staff provided a winter response for a total of 16 hours, each staff member worked 12 hours of overtime. Crews used approximately 30 tons of salt, and salt/sand mix. The event involved wet snow and occurred over the night with less traffic on the roads. Most of the routes had to be plowed multiple times due to the ongoing snowfall throughout the night.

March 10

The City had a team of five street division staff and one utilities inspector present to provide the winter response. R&S Lawn and Sprinkler provided three trucks for the residential neighborhoods. Staff provided a winter response for a total of 10 hours, each staff member worked two hours of overtime. Crews used salt/sand mix in the slick areas. Smithville did not receive as much snow as predicted. Since the snow was lighter and during the day, the treatment process went smoothly.

Two loads of salt were received as staff was finishing response to the March 10 event. At this time, sufficient supplies to respond if necessary are available. This summer, staff will order supplies in preparation for winter operations later this year.

Right-Of-Way Maintenance / Mowing

The Public Works Department mailed letters to notify property owners about the revised Right-Of-Way (ROW) Maintenance Ordinance that was adopted in December 2021. Property owners that have concerns about mowing the ROW may call Gina Pate at 816-608-1322 or fill out the [online form](#) on the City website. Staff will review each submission and provide a response to the concerns. The new process will be a work in progress, and the department will collaborate with code enforcement staff as the mowing season begins.



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Approve Bill No. 2935-22, Creation of CID Fund. 2nd reading by title only.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2935-22, Creation of CID Fund. Second reading by title only.

SUMMARY:

On August 1, 2017, the City of Smithville Board of Aldermen passed Ordinance 2974-17 which approved the petition to form the Smithville Commons Community Improvement District. A public hearing was held in accordance with the CID Act. On July 16, 2019, the City of Smithville Board of Aldermen passed Ordinance 3041-19 to approve a cooperative agreement between the City, the Community Improvement District, and the Developer to impose a district-wide sales tax and authorize the City to perform all functions incident to the administration, enforcement, and operation of the district-wide sales tax. Per RSMo 67.1401 through 67.1571 (the "CID Act"), the Smithville Commons Community Improvement District is established as a separate political subdivision with its own cooperative agreement and set of audited finance statements. The length of time for the existence of the Smithville Commons CID is twenty-three (23) years from the date upon which any sales tax is levied within the District.

During the FY2021 Audit performed by CliftonAllenLarson, auditors noted CID revenues (the CID 1% sales tax) were currently being captured in the Special Allocation Fund. The Special Allocation Fund was designated as the budgeted fund to house TIF activity in the Marketplace (TIF EATs, TIF Property Tax, and TIF related expenses) as well as CID revenue and expenditure activity. The City began receiving CID Sales Tax in January 2021 and staff captured and recorded revenues in the Special Allocation Fund. At this time, no CID expenditures have been recorded in the General Ledger.

After review with staff, CliftonLarsonAllen recommended that the City create a separate fund to account for revenues and expenditures associated with the CID. The recommendation is based upon the idea that segregation will prevent the co-mingling of CID resources with TIF revenues and expense activity. Therefore, this Ordinance would establish a formal Community Improvement District budgeted fund to account for all revenues and expenditures for the CID. This recommendation to create a new fund will be outlined in the management letter provided by CLA for the FY2021 audit. In addition to this Ordinance, staff has added an Ordinance for Board approval to amend the FY2022 budget to allow for revenue and expenditure authority in the new CID Fund.

PREVIOUS ACTION:

In August 2017, the Board has approved Ordinance 2971-17 to form the CID and in July 2019, the Board approved Ordinance 3041-19 to adopt a cooperative agreement between the City, the CID, and the Developer.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

Provide a separate fund to account for and track CID revenues and expenses.

ATTACHMENTS:

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

**AN ORDINANCE CREATING THE COMMUNITY IMPROVEMENT
DISTRICT (CID) FUND**

WHEREAS, on August 1, 2017, the City of Smithville Board of Aldermen passed Ordinance No. 2974-17 to approve the formation of the Smithville Commons Community Improvement District, and;

WHEREAS, on July 16, 2019, the City of Smithville Board of Aldermen passed Ordinance No. 3041-19 to approve a cooperative agreement between the City, the Community Improvement District, and the Developer to impose a district-wide sales tax and authorizes the City to perform all functions incident to the administration, enforcement, and operation of the district-wide sales tax, and;

WHEREAS, RSMo 67.1401 through 67.1571 (the "CID Act") establishes the Smithville Commons Community Improvement District as a separate political subdivision with the power to govern itself and impose and collect special assessments and additional property and sales taxes, and;

WHEREAS, the City of Smithville is the fiscal agent for the CID and holds the funds of the CID in a custodial capacity and the establishment of a separate fund to allow for accounting of revenues and expenditures is desired.

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

The Community Improvement District (CID) Fund is hereby established in the City's treasury and shall be held and administered by the City's Finance Director.

Passed this ____ day of _____, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 3/01/2022

Second Reading: 4/04/2022



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Approve Bill No. 2936-22, FY22 Budget Amendment No. 3 - 2nd reading

RECOMMENDED ACTION:

A motion to approve Bill No. 2936-22, FY22 Budget Amendment No. 3. – Second reading by title only.

SUMMARY:

On August 1, 2017, the City of Smithville Board of Aldermen passed Ordinance 2974-17 which approved the petition to form the Smithville Commons Community Improvement District. A public hearing was held in accordance with the CID Act. On July 16, 2019, the City of Smithville Board of Aldermen passed Ordinance 3041-19 to approve a cooperative agreement between the City, the Community Improvement District, and the Developer to impose a district-wide sales tax and authorize the City to perform all functions incident to the administration, enforcement, and operation of the district-wide sales tax. Per RSMo 67.1401 through 67.1571 (the "CID Act"), the Smithville Commons Community Improvement District is established as a separate political subdivision with its own cooperative agreement and set of audited finance statements.

As seen in the RFA for Bill No. 2935-22 Creation of CID Fund, staff is proposing the creation of the CID Fund. Budget authority is needed in this Fund for FY2022. Based upon FY2021 CID Sales Tax Revenues, staff is proposing to add \$315,000 in revenue authority. Based upon the FY2022 Smithville Commons Community Improvement District budget, staff is proposing to add \$300,000 in expenditure authority.

PREVIOUS ACTION: The Board previously approved the FY2022 Budget and Budget Amendment #2.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

Amend the FY22 Budget. Resources are available in all funds affected to support the amendment.

ATTACHMENTS:

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

BILL NO. 2936-22

ORDINANCE NO. XXXX-22

AN ORDINANCE AMENDING THE FY22 OPERATING BUDGET TO ADD \$300,000 TO THE EXPENDITURE BUDGET AND \$315,000 TO THE REVENUE BUDGET

WHEREAS, pursuant to Ordinance 3074-20, passed on October 19, 2021, the City approved the fiscal year ending October 31, 2022 Budget; and

WHEREAS, not included in the approved fiscal year 2022 Budget are expenditures related to

WHEREAS, amendments to the Community Improvement District (CID) Fund are required at this time;

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

THAT the fiscal year ending October 31, 2022 Budget is hereby amended to add:

- \$300,000 in expenditure authority to the CID Fund and \$315,000 in revenue authority to the CID Fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 3/1/2022

Second Reading: 4/4/2022



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Finance/Administration

AGENDA ITEM: Resolution 1041, awarding Bid No. 22-08 for a Utility Rate Study

REQUESTED BOARD ACTION:

Motion to approve Resolution 1041, a Resolution awarding Bid No. 22-08 to Raftelis Financial Consultants to complete a Utility Rate Study in an amount not to exceed \$24,750.

SUMMARY:

In January 2022, the City posted RFQ #22-08 for a utility rate study. Three responses were received. A review committee comprised of the City Administrator, Public Works Director, Finance Director, Finance Analyst and Management Analyst reviewed the proposals and interviewed the three firms. Following the staff interviews, Raftelis Financial Consultants was identified as the best qualified firm for the study.

The firm brings distinct advantages to the utility rate study process. In 2018, Raftelis completed a utility rate study for the City of Smithville. Raftelis has a primary location in Kansas City, which provides more ease in communication and ensures staff are accessible for inquiry. Raftelis has conducted a significant number of utility rate studies in communities of all sizes and complexities of utility operations. In addition, the utility rate dashboard provides enhanced graphics and reporting information which bring greater value to the product for the City.

The cost submitted for the project is not to exceed \$24,750. The FY2022 Budget includes \$25,000 in the Combined Water and Wastewater System Fund for this project.

PREVIOUS ACTION:

On August 21, 2018, the Board of Aldermen approved a resolution to execute a contract for a utility rate study with Raftelis Financial Consultants. This would be the second utility rate study performed by the firm for the City.

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

The FY2022 budget includes \$25,000 for this project.

ATTACHMENTS:

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

RESOLUTION 1041

A RESOLUTION AWARDING A CONTRACT IN RESPONSE TO RFQ #22-08 FOR A UTILITY RATE STUDY

WHEREAS, city staff has conducted a request for qualifications with the goal of completing a utility rate study; and

WHEREAS, after the completion of the request for qualifications process and firm interviews, staff has made a recommendation for accepting a firm as being the most qualified for the completion of a utility rate study for the City.

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

THAT RFQ #22-08 is hereby awarded to Raftelis Financial Consultants, LLC and the Mayor is hereby authorized to execute the purchase in an amount not to exceed \$24,750.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SMITHVILLE
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement (“Agreement”) is entered into this 4th day of April, 2022 (hereinafter referred to as the effective date of the agreement) by and between, the City of Smithville, Missouri (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

Witnesseth

WHEREAS, Raftelis has substantial skill and experience in public finance, management, and pricing, and service delivery, and

WHEREAS, The Client desires to hire Raftelis and Raftelis desires to provide services to the Client,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Raftelis shall provide professional consulting services to prepare a Utility Rate Study for the Client. Raftelis will perform these services as set forth in proposal sent to the Client dated February 10, 2022 and included herein as Attachment A.

Article 2. Time for Completion

This agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of the Parties and shall be in writing.

Article 3. Compensation

Client shall pay to Raftelis the sum not to exceed \$24,750, which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained in Attachment A. Any expansion of the scope of work by the Client shall involve the discussion of additional fees by both parties.

Raftelis shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to the Raftelis within 30 days.

Article 4. Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5. Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6. Indemnification

Raftelis hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of Raftelis under this Agreement. Raftelis shall not be held responsible for any claims caused by the negligence of the Client.

Article 7. Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial general liability insurance - \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive automobile liability insurance - \$1,000,000 combined single limit each occurrence-hired and non-owned only

Workers Compensation insurance – Statutory limits

Professional liability insurance - \$5,000,000 occurrence and \$5,000,000 in the aggregate

Excess or Umbrella Liability - \$5,000,000 occurrence and \$5,000,000 in the aggregate

Article 8. Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information belonging to or disclosed to Raftelis by the Client without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client by Raftelis upon termination hereof, or upon

request by the Client, whichever occurs first. The Client acknowledges Raftelis has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' scope of services.

Article 11. Opinions and Estimates

Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to Raftelis, or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work performed prior to the effective date of termination.

Article 14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

Damien Boley

Name

Mayor

Title

107 West Main Street

Address

Smithville, MO 64089

If for Raftelis:

Thomas A. Beckley
Vice President
Raftelis Financial Consultants, Inc.
3013 Main Street
Kansas City, MO 64108

Article 15. Compliance with Applicable Laws

Raftelis agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Raftelis, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 16. General Provisions

- A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. Assignment and Delegation: Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.
- G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

- H. Third Party Rights Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

Article 17. Disclosures

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing “advice” as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of “advice” includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a Utility Rate Study. This definition is applicable regardless of whether this information is developed and used solely for planning and decision making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City of Smithville should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City of Smithville will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this Utility Rate Study, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the City of Smithville. If the City of Smithville decides at some future date to issue debt, then at that time the City of Smithville will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City of Smithville’s credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this contract indicating its approval and acceptance of the of the proposed scope of work and fees, the City of Smithville is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis’ part of this engagement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Mayor

Title

April 4, 2022

Date

City Clerk

Witness

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date

Witness

Attachment A – Statement of Work/Engagement Letter

Attachment B – Compensation

City of Smithville

Utility Rate Study

RFQ #22-08 / FEBRUARY 10, 2022



(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

RFQ #22-08 UTILITY RATE STUDY

I, Thomas Beckley, hereby representing
(Agent Submitting RFQ)

Raftelis Financial Consultants, Inc., have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Raftelis Financial Consultants, Inc.
Company Name

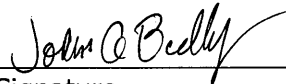
3013 Main Street
Address

Kansas City, MO 64108
City/State/Zip

816.285.9024
Telephone

20-1054069
Tax ID No.

Thomas Beckley
Authorized Person (Print)


Signature

Vice President
Title

February 8, 2022
Date

tbeckley@raftelis.com
E-Mail Address

State the name, address, and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

City of Edgerton (KS): Beth Linn, City Administrator, 404 E Nelson St., Edgerton, KS 66021 - P: 913.893.231 / E: blinn@edgertonks.org

City of North Kansas City (MO): Kim Nakahodo, Interim City Manager, 2010 Howell Street, North Kansas City, MO 64116 - P: 816.412.7814 / E: knakahodo@nkc.org

City of Lawrence (KS): Mike Lawless, P.E., Deputy Director of Utilities, P.O. Box 708, Lawrence, KS 66044 - P: 785.832.7862 / E: mlawless@lawrenceks.org

February 10, 2022

Mr. Stephen Larson
Finance Director
City of Smithville
107 W. Main Street
Smithville, MO 64089

Subject: Proposal for Utility Rate Study (RFQ #22-08)

Dear Mr. Larson:

Raftelis is pleased to submit this proposal to assist the City of Smithville (City) with a utility rate study. We appreciate the opportunity to submit this proposal, which details our project approach to meet the City's objectives as well as our qualifications and experience within the water and wastewater utility industry.

Raftelis was established in 1993 to provide financial, rate, and management consulting services of the highest quality to water and wastewater utilities. Since that time, Raftelis has grown to have the largest water and wastewater utility rate and financial consulting practice in the country, with more than 130 consultants. Our staff has provided rate and/or financial planning assistance to over 1,000 utilities across the United States and have conducted thousands of studies. Our mission has always been focused on assisting our clients in meeting their goals of financial viability.

Raftelis conducted a similar study for the City in 2018 and our proposal provides a full update of that work conducted for the City reflecting the latest information regarding the City's customers and their demands as well as the City's operating, maintenance, and capital expenses for the water and wastewater utilities.

We strongly believe our team would successfully complete the study and provide significant value to the City for several reasons, including:

- **Breadth of experience** – We have conducted thousands of financial projects for more than 1,000 utilities across the country, many of them similar to this study.
- **Knowledge of your water and sewer systems** – Our Project Director led the effort for a similar study for the City in 2018 and will again lead the effort for this study in 2022.
- **Proximity** – All of the project team members are located in our Kansas City office, a 30 minute drive from Smithville City Hall. We understand the region and are available to meet with City Staff and present our findings without significant additional cost to the City.
- **Communication** – Our project staff are available to the city by telephone, video conference, email, and because of our proximity, in person, on short notice to ensure excellent communication and collaboration between our staff and City staff to complete this project in a timely manner.

The City has indicated they would like to examine the use of debt financing for their capital improvement financing plan, it's important to note that Raftelis is a Registered Municipal Advisor, which is required under the Dodd-Frank Wall Street Reform Act for any advice or recommendations provided to a municipal client on the size, timing, structure, or

term of municipal borrowing. I am a Municipal Securities Rulemaking Board Series 54 Registered Municipal Principal and Series 50 Registered Municipal Advisor and am fully qualified and registered to provide this advice to the City.

To assist the City with this project, we have assembled a team with extensive experience and a reputation for quality service. I will serve as Project Director of the study, ensuring the City's objectives are fully met. I will work closely with the Project Manager, Collin Drat, who will manage the day-to-day aspects of the project ensuring it is within budget and on schedule. Joe Collins will be Lead Consultant on this project, he has over five years experience performing similar studies for utilities throughout the United States. Our project team has the availability to begin work on this project at any time.

We appreciate this opportunity to be of service to the City and provide this proposal, if you have any questions or comments concerning this proposal, please do not hesitate to contact me at any time at 816.682.1328 or tbeckley@raftelis.com.

Sincerely,

A handwritten signature in black ink, reading 'Thomas A. Beckley' in a cursive script.

Thomas A. Beckley
Vice President



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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WHO IS Raftelis

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

Firm Information

Firm Name: Raftelis Financial Consultants, Inc. (DBA Raftelis)

Firm History: Raftelis is a subchapter S-Corporation incorporated in the state of North Carolina on April 23, 2004. The predecessor to Raftelis, Raftelis Environmental Consulting Group, Inc., was established on May 10, 1993 by George A. Raftelis to provide financial and management consulting services of the highest quality to public-sector clients. In 1999, the firm's name was changed to Raftelis Financial Consulting, PA. Following the sale of a portion of the firm to a group of employees on April 22, 2004, the firm's name changed to Raftelis Financial Consultants, Inc., which remains the firm's legal name. We currently do business as Raftelis.

Organization Size: 162 employees, including 139 consultants

Licensed Agents: Raftelis is fully licensed to conduct financial consulting services in the state of Missouri. There are no specific licenses required to conduct the requested services, however, our firm is a Registered Municipal Advisor with the SEC and MSRB, and many of our staff members hold individual licenses, like Certified Public Accountants and Chartered Financial Analysts.

Office Locations: Albany Metro, NY; Austin, TX; Bellingham, WA; Boston Metro, MA; Charlotte, NC; Cincinnati, OH; Denver Metro, CO; Greensboro, NC; Kansas City, MO; Los Angeles, CA; Memphis, TN; Murrieta, CA; Orlando Metro, FL; and Raleigh Metro, NC.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.



RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 130 consultants, Raftelis has the largest water-industry financial and management consulting practice in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity and merit of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our senior staff is involved in shaping industry standards by chairing various committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF). Raftelis' staff members have also co-authored many industry-standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



USER-FRIENDLY MODELING: A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for the City going forward. Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.



RATES THAT ARE ADOPTED: For the study to be a success, rates must be successfully approved and implemented. Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We develop a message regarding the changes that is politically acceptable and convey that message in an easy-to-understand manner. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

29 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

130+ consultants focused on
finance/management/communication/
technology for the public sector

5 chairs & **20** members of
**AWWA and WEF utility finance and
management committees and subcommittees**

& the
Immediate Past-President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

1,000+ projects for **600+** agencies in **46** states

Additional Services



FINANCE

Meet your goals while maintaining a financially sustainable organization

- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis



COMMUNICATION

Communicate strategically to build an informed, supportive community

- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement



STRATEGIC PLANNING

Set the direction for the future of your organization and community

- Organization, department, and community-based strategic planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation



ORGANIZATION

Plan for long-term sustainability and operate with maximum efficiency

- Organizational and operational assessments
- Stormwater utility development and implementation support
- Performance measurement
- Staffing analysis
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing



TECHNOLOGY

Use your data and technology to improve experience and gain valuable insights

- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Performance measurement and dashboarding
- Software solutions
- Website development



EXECUTIVE RECRUITMENT

Identify top talent to lead local governments and utilities

Project Team

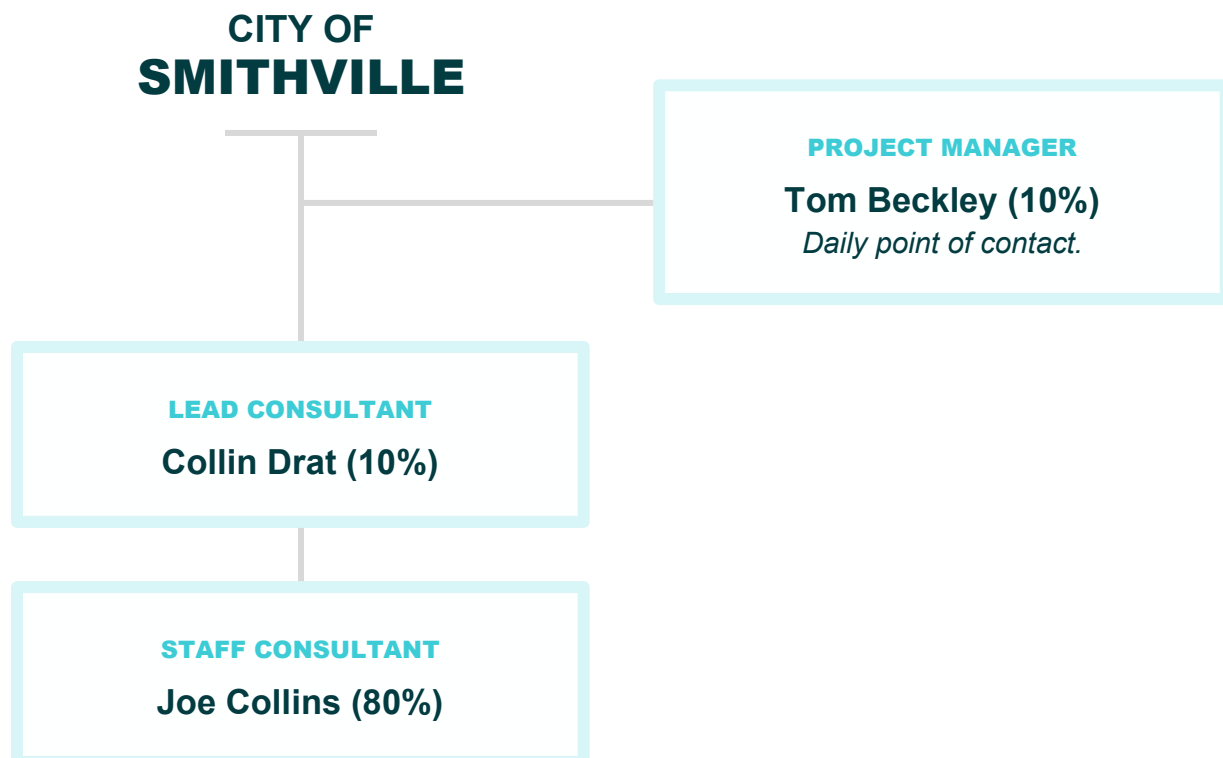
WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Communication capabilities: The success or failure of any consulting engagement is defined by the effectiveness of communications between the client and consultant and among the project team members. A cornerstone of Raftelis' success is our commitment to regular, fully transparent, and highly effective communications with each client, as well as within our project teams.

Raftelis has used many different approaches in past consulting engagements to ensure the timely flow of information and documents between the firm, the client, and other relevant parties. These approaches will be defined by the City to meet your unique needs and preferred communications protocols. On other projects, these protocols have included weekly, bi-weekly, or monthly meetings, telephone calls, and/or email communications between Raftelis' Project Manager and our designated client contact. They have also included detailed monthly written reports describing the status of the project. We encourage all of our clients to contact us day or night if they require any type of assistance.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.



Tom Beckley

PROJECT MANAGER

Vice President

ROLE

Tom will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Tom will serve as the City's main point of contact for the project.

PROFILE

Tom has 20 years of experience with Raftelis conducting financial and rate consulting related projects. He has assisted a wide range of municipal water, wastewater, and stormwater utilities in conducting cost-of-service, rate setting, financial feasibility, privatization, system development fees, and other finance-related studies. Tom authored a chapter entitled, "Designing Water and Wastewater Rate Structures," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. He is also an active member of AWWA and WEF, as well as ICMA, and has presented at various national and state conferences.

KEY PROJECT EXPERIENCE

Great Lakes Water Authority (MI)

Tom served as the project manager for Raftelis' engagement with the Great Lakes Water Authority (GLWA). Raftelis worked closely with GLWA staff as well as the Member Partners to review the existing charge methodology and propose updates to the methodology to meet the objectives of the Member Partner communities to simplify the methodology while ensuring it remained fair and equitable.

St. Louis Metropolitan Sewer District (MO)

Tom has served as the project manager for multiple engagements with the St. Louis Metropolitan Sewer District (District). In 2007, 2008, and 2011 Raftelis served as the Consultant to the Rate Commission in the District's Rate Commission process. In this role Raftelis provided support to the Rate Commission in reviewing the proposal prepared by District Staff and the District's Rate Consultant for proposed rates.

In 2012 Raftelis was engaged by the District to serve as the Rate Consultant to the District and has performed cost of service analyses in support of the District Rate Commission proceedings in 2015, 2018, and 2019. In addition, Raftelis has served as the District's Feasibility Consultant for all new revenue bond issuances since 2012 totaling over \$1 billion.

City of Kansas City (MO)

Tom served as the project manager for the Raftelis engagement to conduct a comprehensive cost of service study for the City of Kansas City (City) wastewater utility. The City provide retail service both within the City and to other nearby communities as well as wholesale service throughout the region.



Specialties

- Utility cost-of-service & rate structure studies
- Conservation rate studies
- Bond forecasts & feasibility studies
- Economic feasibility studies
- Industrial waste charge studies
- Capital recovery fee studies

Professional History

- Raftelis: Vice President (2020-present); Senior Manager (2014-2019); Manager (2000-2013)

Education

- Master of Public Administration - University of Kansas (2008)
- Master of Business Administration (Concentration in Finance) - A.B. Freeman School of Business, Tulane University (2000)
- Bachelor of Science in Naval Architecture & Marine Engineering - Webb Institute (1995)

Certifications

- Series 50 Municipal Advisor Representative
- Series 54 Municipal Advisor Principal

Professional Memberships

- AWWA
- WEF
- ICMA

Office Location

3013 Main Street
Kansas City, MO 64108

City of Wichita (KS)

Tom served as project manager for cost-of-service studies for the City of Wichita's (City) water and wastewater utility. Raftelis was engaged by the City to perform a comprehensive cost-of-service study in 2010 and in 2015. Raftelis worked with the City to allocate costs between the water and wastewater utilities and to functions in each utility to determine cost-of-service for each of the City's customer classes. Raftelis then worked with the City to determine appropriate rates that not only recovered the City's cost-of-service, but also addressed their concerns related to revenue stability.

In another engagement with the City, Tom served as lead consultant and assisted the City in performing an analysis of wholesale water rates by evaluating billing data for the past three years for all of the City's wholesale customers and provided recommendations to improve the recovery of revenue requirements from these customers. Raftelis has also performed a rate study to determine a raw water rate for a proposed new industrial customer seeking service from the City. Raftelis also analyzed the City's rate structure to determine its effectiveness for providing stable revenues during varying weather conditions.

Des Moines Water Works (IA)

Tom has served as project manager on a cost of service study for the Des Moines Water Works (DMWW). DMWW provides retail service to the City of Des Moines and several other suburbs in addition to wholesale water service throughout the Des Moines metropolitan area. Raftelis was engaged to assist DMWW in performing a cost of service analysis to address concerns over the equity of their existing rate structure. Since completing the initial analysis the DMWW has engaged Raftelis in additional projects to support proposed regionalization of water supply and production assets in the region.

City of Saginaw (MI)

Tom has served as project manager for cost-of-service studies for the City of Saginaw (City) water utility since 2005. The City provides retail service in the City and wholesale service to eighteen other utilities in their region, and Raftelis was first engaged by the City to assist in repairing their relationship with the wholesale customers. Since 2005 Raftelis has worked with the City and the wholesale to develop a positive relationship through transparency in the rate-setting process.

City of Naperville (IL)

Tom is serving as project manager for Raftelis' engagement with the City of Naperville (City). The City has engaged Raftelis to provide a comprehensive cost-of-service study for their water and wastewater utility and propose updated rates to meet the City's pricing objectives. Raftelis worked with City staff to determine their pricing objectives in a workshop setting and then used the results of that exercise to propose cost-of-service-based rates that met those objectives. The City has also engaged Raftelis to provide assistance in updating their contract for wholesale wastewater service with the City of Warren. Raftelis is working with the City to ensure that the contract is recovering the appropriate costs related to their service to the City of Warren.

Northwest Water Commission (IL)

Tom served as project manager for Raftelis' engagement with the Northwest Water Commission (Commission), a wholesale water provider located in the northwest Chicago suburbs. The Commission engaged Raftelis to review its assets and determine a valuation for use in potentially providing service to additional customers. Raftelis also assisted the Commission in analyzing potential methodologies for recovery of costs from potential customers, including potential rates.

PROJECT LIST

- Allegheny County Sanitary Authority (PA) - Industrial surcharge review and rate study
- Arlington County (VA) - Cost-of-service study and system development charge update
- Birmingham Water Works Board (AL) - Bond feasibility study
- City of Baltimore (MD) - Cost model, wastewater rate study, and water rate arbitration assistance
- City of Denton (TX) - Water and wastewater cost-of-service and rate study
- Fort Gratiot Township (MI) - Port Huron study
- City of Fort Worth (TX) - Cost-of-service and rates of the wholesale wastewater service
- City of Gladstone (MO) - Wholesale rate review
- Town of Grand Lakes (CO) - Water rate study
- City of Grosse Pointe (MI) - Water and wastewater rate study
- Harlingen Water Works System (TX) - Water and wastewater rate study
- City of Hobbs (NM) - Financial planning and water and sewer rate study
- City of Kansas City (MO) - Sewer cost-of-service analysis
- City of Lee's Summit (MO) - Water and wastewater rate study
- City of Liberty (MO) - Wholesale rate review
- Little Rock Wastewater Utility (AR) - Cost-of-service study and model, Rate Advisory Committee assistance, rate review, system growth charge study, and valuation study
- Loudon County Sanitation Authority (VA) - Bond issuance assistance and cost-of-service study
- City of Macomb (MI) - Feasibility analysis for acquisition and wastewater rate litigation assistance
- City of Naperville (IL) - Water and wastewater cost-of-service study
- Metropolitan Government of Nashville and Davidson County Water Services (TN) - Budget review
- Northwest Water Commission (IL) - Wholesale valuation and rate analysis
- Oakland County (MI) - Water and wastewater master plan study
- City of Olathe (KS) - Impact fee study, rate model update, system development charge study, and system development charge update
- Peace River Manasota Regional Water Authority (FL) - Feasibility study
- City of Peoria (AZ) - Sanitation fees study and water and wastewater impact fee study
- City of Phoenix (AZ) - Bond feasibility study (multiple)
- City of Providence (RI) - Rate filings (multiple)
- City of Saginaw (MI) - Water cost-of-service study, water rate study, and wholesale water contract negotiations
- Saginaw-Midland Municipal Water Supply Corporation (MI) - Feasibility study
- City of San Francisco (CA) - Wholesale water contract negotiations
- St. Louis Metropolitan Sewer District (MO) - Rate change review (multiple)
- City of Suffolk (VA) - Water and wastewater rate studies (multiple)
- United States Navy - Rate review and negotiations
- City of Wichita (KS) - Water and wastewater cost-of-service study and wholesale water rate analysis
- City of Wyoming (MI) - Water and wastewater wholesale contract negotiations and water rate study

Collin Drat

LEAD CONSULTANT Manager

ROLE

Collin will serve as the Lead Consultant and will work at the direction of Tom in conducting analyses and preparing deliverables for the project.

PROFILE

Collin has a background in public finance and statistical modeling. Since joining Raftelis, he has had the opportunity to participate in an array of utility financial and rate consulting engagements involving water and wastewater demand analysis, financial planning, cost-of-service analysis, cost-of-service review and rate design.

KEY PROJECT EXPERIENCE

City of Suffolk (VA)

Collin currently serves as the project manager for Raftelis' multi-year engagement with the City of Suffolk (City) to provide financial services to the City's Department of Public Utilities (DPU). The scope of services includes an annual update of the 10-year comprehensive financial plan, determination of water and sewer costs of service, development of proposed water and sewer rates for the upcoming fiscal year, and an assessment of the City's water and sewer system availability fees. In addition, Collin collaborates with utility staff in the development of an annual comprehensive water and wastewater demand forecast, as part of the annual rate study engagement. Each year the performance of this forecast is evaluated on a monthly basis against the actual billing data received by the City and calibrated as necessary for the following year.

City of Lawrence (KS)

Collin serves as the project manager for Raftelis' ongoing engagement with the City of Lawrence (City). Raftelis completed its initial rate study for the City in 2017. That engagement involved the development of a comprehensive 10-year financial plan, water and wastewater cost-of-service studies, conservation rate designs and system development charges. Since the initial study, Raftelis has been retained to update analysis for the 2018, 2019 and 2020 budget years. Collin led each of these analyses and will soon begin the update for 2021.

Village of Northfield (IL)

Collin currently serves as the project manager for Raftelis' engagement with the Village of Northfield (Village). The Village engaged Raftelis to perform a financial planning, cost of service and rate study for the Village's water and sewer fund. This engagement involves the development of a rate plan which will fund ongoing operations and maintenance, capital reinvestment and prudent reserve balances. A key aspect of this engagement involves appropriately allocating costs between the water and sewer funds individually (they are currently combined) in order to understand the current financial position of each.



Specialties

- Utility strategic financial planning
- Cost-of-service analysis
- Water, wastewater, & stormwater rate design
- Conservation rate design
- Statistical analysis

Professional History

- Raftelis: Manager (2019-present); Senior Consultant (2016-2018); Consultant (2014-2015); Associate Consultant (2012-2013)

Education

- Master of Public Affairs (Public Finance) - Indiana University (2012)
- Bachelor of Arts in International Relations - Wheaton College (2010)

Professional Memberships

- AWWA
- WEF

Office Location

3013 Main Street
Kansas City, MO 64108

City of Topeka (KS)

Collin served as the staff consultant for the City of Topeka's Office of Utilities and Transportation (City). Collin has assisted in the development of water and wastewater demand forecasts, various alternative financial planning scenarios for each of the City's utilities, cost-of-service analyses and rate design alternatives. The rate design services include the development of irrigation rates, readiness to serve charges, conservation rates, and system development charges.

City of Junction City (KS)

Collin served as the lead consultant for Raftelis' engagement with the City of Junction City (City). The scope of work for this engagement involved the development of water and wastewater demand forecasts, comprehensive financial plans and rate design. A key aspect of this engagement involved financial planning and rate design which minimizes the financial impact of the City's relatively large planned capital improvements, while encouraging conservation among the City's customers. Collin and the project team worked collaboratively with the City's engineering consultant to develop three alternative financial planning scenarios based on various levels of capital expenditures. The recommended financial planning scenario and associated rates were presented before and accepted by the City Commission.

Detroit Water and Sewerage Department (MI)

Collin serves as lead consultant for Raftelis' engagement with the Detroit Water and Sewerage Department (Department). The engagement involves financial planning and rate design for the water and sewer utilities. Key aspects of this engagement involve analyzing and projecting costs from wholesale provider the Great Lakes Water Authority (GLWA), analyzing customer affordability and developing rates which mitigate the impact on lower income customers. Collin served as lead consultant for the development of the Department's private fire line charge study.

City of Saginaw (MI)

Collin currently serves as the lead consultant for Raftelis' engagement with the City of Saginaw (City). This engagement involves the update of the City's water rate model to establish updated water service rates. A key aspect of this engagement involves the development of water service rates for the City's 18 wholesale customers. This required the development of a five-year financial plan and an allocation of operations and maintenance, depreciation and return on rate base to each of the City's wholesale customers, based on that customers unique contribution to the City's operating and capital costs. The City's wholesale customers currently pay a commodity charge which recovers the cost of providing water service based on their current demand and a capacity charge which recovers costs on the basis for their contracted average and maximum day demand.

City of Marquette (MI)

Collin served as the lead consultant for Raftelis' engagement with the City of Marquette (City). This engagement involves the development of water, sewer and stormwater financial plans and rate designs. A key aspect of this engagement involved the evaluation and integration of the City's performance management contract with Johnson Controls, Inc into the financial plans. Collin also worked closely with the City's consulting engineer providing support and documentation of the financial elements of the City's Stormwater and Wastewater (SAW) asset management grant reporting requirements.

City of Atchison (KS)

Collin currently serves as the project manager for Raftelis' engagement with the City of Atchison (City). Raftelis is developing a comprehensive water and wastewater financial plan and cost of service study. A unique aspect of this engagement involves the development of appropriate rates for the City's commercial and industrial customers, who represent approximately 50% of the City's annual water sales. The City also provides wholesale service to 4 rural water districts outside of the City. Raftelis is developing cost of service rates for these customers, which can be used in future contract negotiations.

PROJECT LIST

- City of Alexandria (VA) - Water rate litigation support
- City of Alpena (MI) - Wholesale water and sewer rate litigation support
- City of Baltimore (MD) - Stormwater utility implementation
- City of Clarksville (TN) - Natural gas rate study
- City of Flint (MI) - Water and wastewater financial planning and cost-of-service studies
- Gran Melia (PR) - Water rate litigation support
- City of Junction City (KS) - Water and sewer financial planning and cost-of-service study
- City of Marquette and Marquette Township (MI) - Joint water rate study
- Masonic Villages at Sewickley (PA) - Sewer rate litigation support
- Northwest Water Commission (IL) - Utility system valuation, wholesale rate methodology, misc. Financial analyses
- Orangeburg Department of Public Utilities (SC) - Water, wastewater, nat. Gas, electric rate study
- Pennichuck East Utility (NH) - Water cost-of-service study
- Port Huron Township (MI) - Wheeling rate analysis
- Silverleaf Resorts, Inc (MO, IL, TX) - Water and sewer rate litigation support
- St. Louis Metropolitan Sewer District (MO) - Rate analysis support
- State of Michigan Department of Treasury (MI) - Various financial analysis for city of flint utilities
- Tacoma Public Utilities (WA) - Econometric water demand modeling

PRESENTATIONS AND PUBLICATIONS

- "Which Came First? An Integrative and Iterative Approach to Funding Infrastructure in Junction City," KWEA and KSAWWA Joint Annual Conference
- "Ratemaking 101: Best Practices for the Financially Sustainable Utility," KWEA and KSAWWA Joint Annual Conference
- "Principals of Water, Wastewater and Stormwater Rate Setting," NYAWWA Edwin C. Tifft Jr. Water Supply Symposium
- "Financial Breakdown in the Vehicle City: Finding a Way Forward for Flint Finances in the Wake of the Water Crisis," AWWA/WEF Utility Management Conference
- "Smaller Utilities, Bigger Challenges: Small Utilities Gain the Most from Financial Planning and Stakeholder Outreach," NACWA Clean Water Advocate (Winter 2020)

Joe Collins

STAFF CONSULTANT

Senior Consultant



ROLE

Joe will work at the direction of Tom in conducting analyses and preparing deliverables for the project.

PROFILE

Joe has a background in economics, public policy analysis, and municipal finance as well as utility energy management and has assisted utilities on a variety of financial and rate consulting engagements involving water and wastewater demand analysis, financial planning, cost-of-service analysis, and rate design since joining Raftelis.

KEY PROJECT EXPERIENCE

Great Lakes Water Authority (MI)

Joe served as the staff consultant for Raftelis' engagement with the Great Lakes Water Authority (GLWA). Raftelis worked closely with GLWA Staff as well as the Member Partners to review the existing charge methodology and propose updates to the methodology to meet the objectives of the Member Partner communities to simplify the methodology while ensuring it remained fair and equitable. Joe provided analytical support throughout the engagement.

Detroit Water and Sewerage Department (MI)

Joe serves as a staff consultant for Raftelis' engagement with the Detroit Water and Sewerage Department (Department). The engagement involves financial planning and rate design for the water and sewer utilities. Key aspects of this engagement involve analyzing and projecting costs from wholesale provider Great Lakes Water Authority, analyzing customer affordability and developing rates which mitigate the impact on lower income customers. Joe also served as a staff consultant for the development of the Department's private fire line charge.

City of Atchison (KS)

Joe currently serves as the lead consultant for Raftelis' engagement with the City of Atchison (City). Raftelis is developing a comprehensive water and wastewater financial plan and cost-of-service study. A unique aspect of this engagement involves the development of appropriate rates for the City's commercial and industrial customers, who represent approximately 50% of the City's annual water sales. The City also provides wholesale service to 4 rural water districts outside of the City. Raftelis is developing cost-of-service rates for these customers, which can be used in future contract negotiations.

Des Moines Water Works (IA)

Joe currently serves as a staff consultant for Raftelis' engagement with Des Moines Water Works (DMWW). This engagement involves a review of DMWW's existing cost-of-service and financial planning methodology and the development of an updated financial planning tool for the City to use going forward.

Specialties

- Financial modeling
- Utility rate studies
- Bond feasibility reports
- Statistical analysis

Professional History

- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020) Associate Consultant (2016-2018)

Education

- Master of Public Administration - Indiana University (2016)
- Bachelor of Science in Economics - Truman State University (2014)

Professional Memberships

- AWWA
- WEF

Office Location

3013 Main Street
Kansas City, MO 64108

Metropolitan St. Louis Sewer District (MO)

Metropolitan St. Louis Sewer District (MSD) provides retail wastewater and stormwater services to the City and County of St. Louis, serving a population of approximately 1.3 million. MSD is interested in funding its stormwater management program through impervious area fees and, building on its longstanding relationship with Raftelis, has engaged the firm to provide stormwater funding and rate policy services. Joe aided in the development of the stormwater funding model and rate proposal and has begun work on MSD's forthcoming sewer rate proposal.

City of North Kansas City (MO)

Joe served as the staff consultant for Raftelis' engagement with the City of North Kansas City (City). Joe developed a utility rate and financial planning model, which would allow the City to evaluate the financial impacts of potential choices concerning future water supply, major water treatment facility renovations, and increased system maintenance costs.

City of Perryville (MO)

Joe served as the staff consultant for Raftelis' engagement with the City of Perryville (City). The City sought to calculate rates sufficient to finance the construction of major wastewater treatment facility renovations and increased system maintenance costs. Joe assisted in developing a rate and financial planning model to provide a forecast of rates, revenues, expenses, debt service coverage, and reserves over a 10-year forecast period.

City of Edgerton (KS)

Raftelis has assisted the City of Edgerton (City) with various studies. Joe played a key role in the 2017 update of the water and sewer financial planning model Raftelis had previously developed for the city. The process included analysis of the City's customer demand, operating expenses, and future needs for expansion. He also assisted with an analysis of customer growth and wholesale sewer rates to evaluate the impacts of new development.

Little Blue Valley Sewer District (MO)

In July 2016, Raftelis was engaged by the Little Blue Valley Sewer District (District) to complete a financial feasibility evaluation of proposed revenue bonds. Joe evaluated historic and projected revenues, expenses, and debt service for the District and the sewer subdistrict it governs.

City of Columbia (MO)

Joe serves as the staff consultant for Raftelis' engagement with the City of Columbia Department of Water and Light (CWL). Joe developed a water rate and cost-of-service study for CWL. CWL is seeking a comprehensive analysis of the existing and projected cost basis of utility operations and an evaluation of the appropriateness of its existing rate structure for providing water services. Joe has assisted in developing a rate and financial planning model to provide a forecast of rates, revenues, expenses, debt service, debt service coverage, and reserves over a 15-year forecast period. Joe has also developed cost-justified connection fees.

City of Lawrence (KS)

Joe currently serves as the staff consultant for Raftelis' most recent engagement with the City of Lawrence (City). Raftelis completed its initial rate study for the City in 2017. That engagement involved the development of a comprehensive 10-year financial plan, water and wastewater cost-of-service studies, wholesale rates, conservation rate designs and system development charges. Following the initial study, Raftelis was retained to update the rate projections for the 2019 budget year. Joe is currently working to update the water and sewer rate projections for the 2020 budget cycle. Joe is also developing a stormwater financial plan for the City, to appropriately recover the cost of handling stormwater run-off from City customers.

Project Approach

We have developed the following project approach based on our extensive experience in completing comprehensive cost of service and rate studies for other utilities while taking into account the specific considerations identified by the City in its RFP. The approach has been tailored to address the objectives and concerns identified in the RFP, while maintaining those elements that we believe are essential for a successful project. We have used a similar project approach on many of our water and wastewater financial planning and rate projects for utilities throughout the U.S.

Task 1 - Project Initiation and Management

We believe that the execution of a productive kick-off meeting is the most effective way to begin a project of this nature. The goals for this meeting include:

- Providing a forum to finalize the work plan and schedule with City staff
- Discussing the City's preliminary pricing objectives
- Ensuring that we have an understanding of the overall goals of the study
- Providing an opportunity for City staff to meet and become comfortable with the project staff from Raftelis
- Providing an opportunity for our staff to meet and develop a working relationship with City staff
- Reviewing the data needs for the project
- Accomplishing these objectives will help to ensure that the project progresses as smoothly as possible

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the various analyses. Information that is typically required to perform a comprehensive cost-of-service study includes, for example: recent Comprehensive Annual Financial Reports (CAFR); recent and current utility budgets; a description of service areas; current and historical billing data; utility plant in service records; debt service schedules; the water and wastewater master plans; and a long-term capital improvement plan. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs.



OPTIMIZING CAPITAL SPENDING

Revenue requirements are only as good as the operating and capital spending needs and assumptions that go into them. If there is uncertainty in operating or capital spending needs, then revenue requirements, cost of service, and the associated rates being requested may be too high or too low. If your utility is concerned with capital spending needs and would like a third-party review of your needs and/or assumptions, Raftelis' subject matter experts in capital project development and delivery are here to help. Likewise, if your utility is interested in opportunities to take advantage of the new Integrated Planning Law added to the Clean Water Act in 2019, Raftelis can help. Contact us to discuss these value-added services, which can be provided under an optional task or a separate scope of work.

Data Collection and Review

As part of this task, we will conduct interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, master planning, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. During the data collection and review, we will begin to identify assumptions used to allocate and project costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to each of City's utility systems.

Project Management

For this project to be successful, it will require significant management oversight throughout and regular communication with the client. We anticipate preparing monthly status reports that summarize the hours expended, tasks accomplished, assignment, upcoming schedule, and any significant problems encountered with suggested solutions. In addition, we recommend that we have regularly scheduled conference calls with the City's project manager, perhaps on a weekly basis.

PLANNED MEETINGS:

- Kick-off meeting in Smithville

DELIVERABLES:

- Data request list

Task 2 – Consumption and Current Revenue Analysis

Projecting future demand and developing realistic per capita consumption estimates is one of the single most difficult tasks that a utility faces each year. The reason for this is that there are several unforeseeable factors that can affect consumption. A particularly rainy or dry season, unforeseen population growth or decline, and commercial and industrial customers moving in and out of the City's service area can have a dramatic effect on consumption. However, projecting consumption is also one of the most important tasks that a utility faces. These projections directly affect user rates which in turn determine how much cash a utility will collect. If a utility overestimates consumption then rates will be too low leading to revenue under recovery, a deficit and decreasing fund balances. Yet, if a utility underestimates consumption then revenue over recovery occurs and this can be met with public scrutiny because of unjustly high rates.

Comprehensive operation and customer billing information will be collected to classify customers and project user demand over the planning period. Based on demographic data, we will calculate a growth rate for the population in the area. We will study available historical consumption of the City's different customer types in order to get a corresponding usage and growth rate for each type. The City has also indicated the desire to consider different rates for 'large customers' and this analysis will support consideration of any additional customer classes that may be considered. Raftelis will also examine the City's basis for billing wastewater and determine if changes may be appropriate. We will then calculate the revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. We will then compare these revenues to the revenues requirements forecast in the financial plan developed in Task 3 to understand the magnitude of the potential shortfall under the current rates.

PLANNED MEETINGS:

- Progress meeting to review draft consumption projections in Smithville

DELIVERABLES:

- Forecast of consumption and revenues under existing rates over multi-year forecast period

Task 3 – Development of Financial Plans

An important element in conducting a comprehensive rate study is to review the comprehensive long-range financial plan for the City's utilities. In preparing the plan, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. As appropriate, and as discussed with the City staff, we will consider various financing options, or combination of options, such as operating revenue, new debt issuance, and miscellaneous fees.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves
- Meet the City's service policies and objectives
- Fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure so that the City obtains a high rating with bond rating agencies

Maintaining detailed financial plans will ensure that the City's utilities are operating in a revenue self-sufficient manner and meeting debt covenant requirements. We will develop separate financial plans for each the water and wastewater utility to understand if any of the utilities may be subsidized by the others.

Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs

As part of this task, Raftelis will evaluate the City's operating and capital reserve requirements and financial and rate policies and recommend appropriate changes to the existing policies that will allow the utilities to most effectively meet its financial goals. These financial policy requirements will include: identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Raftelis will also examine the utilities' payments and contributions to the City's General Fund for administrative and other costs including franchise fee/in lieu of charges.

Develop Revenue Requirements

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, operating and maintenance (O&M) expenses, reserve contributions, and debt service coverage using assumptions based on different economic factors and growth trends.

We will develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master

Raftelis is registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. Raftelis' registration as a Municipal Advisor means the City can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with the applicable regulations of the SEC and the MSRB.

planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of variations in factors that impact the utility's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to make adjustments to expenses or reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability.

Develop Multi-year Cash Flow Analysis and Recommend Reserve Balances

We will develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period, minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. We will also review reserves policies to recommend appropriate reserves balances, such as operating, capital, rate stabilization, etc., consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls due to climate change.

PLANNED MEETINGS:

- Progress meeting to review multi-year financial plans in Smithville

DELIVERABLES:

- Multi-year financial plans for each utility

Task 4 – Develop Conceptual Design

The purpose of this task is three-fold. First, we will provide City staff and stakeholders with a better understanding of the principles of water and wastewater rate setting. Second, City staff, with our assistance will identify and prioritize its rate-setting objectives, and third, the City and Raftelis will develop the rate structure conceptual designs that will serve as the framework for the cost of service and rate design phases of the project.

Rates and Charges Workshop

We have found that it is beneficial to conduct a Rates and Charges Workshop for our clients that are considering alternative rate structures in the course of their project. This workshop will be the first step in the conceptual design process. During the workshop, we will explain each step in the process of developing cost of service-based rates as well as trends in rate setting throughout the United States. We will examine the pricing objectives that drive a utility's rate-setting process, explore the various approaches to determining revenue requirements, study cost allocation methodologies, and look at the strengths and weaknesses of the City's current rate structures as well as alternative rate structures and the effect that each has on customer demand, revenue sufficiency, and rate equity. Participants in the Rates and Charges Workshop will leave with a better understanding of the rate-setting process and will be better equipped to make the decisions they will be asked to make as the cost of service and rate study progresses. In addition, they will be able to communicate more effectively with policymakers and customers on matters related to rates and charges.

Identification and Prioritization of Pricing Objectives

After we have gathered and reviewed relevant background data and provided City staff and stakeholders with an understanding of the principles of rate setting, we will work with City staff and management to develop a set of pricing objectives. In prior studies, objectives (listed alphabetically) have included:

- **Affordability** – Rates should be designed such that there are mechanisms in place that allow for legitimately economically disadvantaged customers to continue to receive water service
- **Conservation/Demand Management** – The rate structure should encourage water conservation as well as assist in managing system demand
- **Cost of Service-Based Allocations** – The rate structure should ensure that each customer class is contributing equitably towards revenue requirements based upon the costs of providing service to each customer class
- **Legality** – Rates should be designed according to standard industry practice and in accordance with applicable law such that rate disputes are avoided
- **Minimizing Rate Impacts** – Rates should be designed and implemented in an effort to avoid inordinately large increases or decreases in customers' bills during the course of a single year
- **Rate Stability** – The rate structure should minimize dramatic rate increases or decreases over the planning period
- **Revenue Sufficiency** – Rates should generate revenues sufficient to meet revenue requirements despite fluctuations in demand
- **Simplicity and Ease of Implementation** – Rates should be readily understandable by customers and be able to be implemented using existing staff and the existing billing and collection infrastructure with only minor modifications

In order to facilitate the identification and prioritization of pricing objectives, we will conduct a Pricing Objectives Workshop for City staff. This workshop can be held in conjunction with the Rates and Charges Workshop or at a later date. At the Pricing Objectives Workshop, participants will be able to contribute pricing objectives to a prepared list of common pricing objectives, discuss the relevance of each objective and then prioritize and select the objectives that they believe are most important. Our process will allow workshop participants to see the results of the prioritization process prior to the end of the workshop so that the results can be discussed and revised if so desired.

Develop Conceptual Designs

Once the City's pricing objectives have been prioritized and after our initial review of the data related to cost and usage characteristics, we will then work with the City to develop conceptual designs, or approaches that address as many of the City's objectives as possible for each of the rate structures being analyzed. Through recent projects for other clients, we have had the opportunity to develop and evaluate many different basic and innovative rate structures including: uniform rates; declining block rates; increasing block rates; lifeline rates; seasonal rates; individualized rates; and water budget rates; among others.

The conceptual designs will be developed based on input from City staff and will be reviewed and discussed with City staff to ensure that the resulting rate structures are appropriate and can be implemented effectively by the City. We will consider all relevant ordinances that affect the way in which the City can charge for service, and take into account the effect of a new rate structure on each customer class. The review with City staff will consider any customer education or formal communications with the community that will be necessary as a result of the proposed changes to the rate structure. The conceptual design process provides an important opportunity to receive additional input from City staff and to identify additional features that may be desirable in developing the rate model.

Once City staff and Raftelis have narrowed the conceptual design options down to two or three for each utility, we will conduct a Conceptual Design Workshop with City staff. The objective of the workshop will be to examine the advantages and disadvantages of each option and refine them as necessary so that we can develop proposed rates based on the financial plans developed in Task 3. In order to facilitate the discussions, we will provide appropriate materials that describe the conceptual design options for the City's review prior to the workshop. Once the conceptual approaches have been finalized, we will incorporate them into the rate models.

Impact Fee Analysis

Raftelis will analyze impact fees that the City may charge new customers connecting to the water and wastewater utilities. Impact fees are intended to recover the cost of the investment necessary in assets to provide service to new customers connecting to the system. Impact fees are typically determined in one of two manners, a system buy-in approach or a marginal incremental cost approach. The system buy-in approach determines the impact fee based on the value of the assets that the utility has already constructed to provide service. The marginal incremental approach considers the cost of building new assets to provide service to new customers. A hybrid approach may be used for different assets if appropriate. Under either methodology, consideration should be given to how much of the cost will be borne by new customers through the user charges they will pay that pay for any debt service used to finance the utility's assets.

We will work with City staff to review the data available and examine the impact fees that may be charged to new customers connecting to the utilities. We will also work with the City to balance the desire to recover as much cost as reasonable from new customers while balancing competitiveness with other communities in the region competing for new residential and commercial development.

Analysis of Non-Rate Charges and Policies

Raftelis will review all of the City's other water and wastewater charges it assesses its customers, including tap fees, connection fees, and disconnection fees, and determine if the level of the existing charges is appropriate to recover the City's costs as well as identify other charges the City may wish to implement to offset the revenues necessary to be included in the water and wastewater rates. This analysis will include a review of the City's policies related to payment options, deposit amounts, connections, and disconnects to ensure they are consistent with the City's objectives and standard industry practices.

PLANNED MEETINGS:

- Rates and Charges Workshop and Conceptual Design Workshop in Smithville

DELIVERABLES:

- City's prioritized pricing objectives and proposed conceptual designs, analysis of impact fees, and analysis of non-rate charges and policies

Task 5 – Rate Model Development

At the heart of any successful cost of service and rate study is the computer model that is used to: develop revenue requirements; perform cost functionalization, classification, and allocation; and calculate rates. The model must be sophisticated enough to perform the complex calculations involved in a comprehensive cost of service and rate analysis and yet still be simple enough to allow for future updates by City staff without the need for extensive training.

The model will incorporate the rate structures and rate calculation methodologies that are identified during the conceptual design phase of the project. During the course of the project, City staff will be provided with working copies of rate model drafts in Microsoft Excel format so that they will be able to provide input into the development of the model. Once the project is complete, the City will be provided with fully functioning copies of the model and Raftelis personnel will train members of City staff on its use.

Following completion of the project, we will provide the City with up to four hours per calendar year of technical support on the use and update of the model at no additional cost to the City.

DELIVERABLES:

- Functional rate model for City's future use and update



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

Task 6 – Reports and Presentations

Draft Report

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost of service and rate study. The draft report will include an Executive Summary in addition to the detailed discussion of the study in the body of the report. The draft report will also include any policies and procedures necessary to implement the recommendations of this study. This report will be provided in Microsoft Word format and will be presented to City staff for their review and comment.

Final Report

Raftelis will incorporate City staff's comments of the draft report into a final report. Upon finalization of the report the City will be an electronic copy (in Microsoft Word format) of the report. In addition to the final report, the City will also be provided with electronic copies of the final rate model in Microsoft Excel format.

Presentations

We will present the findings of the study to City staff and solicit their comments and suggestions, we anticipate this would occur after the Draft Report has been provided and before the Final Report, though the exact timing will be determined with City staff. We will prepare a PowerPoint presentation for this that will be provided to the City.

Raftelis will also present its findings to the Board of Alderman in a work session as directed by City staff. We will prepare a PowerPoint presentation for this and provide hard copies for the presentation and an electronic copy of the presentation.

PLANNED MEETINGS:

- Meeting to review draft report with City staff in Smithville and presentations to City staff and the governing body

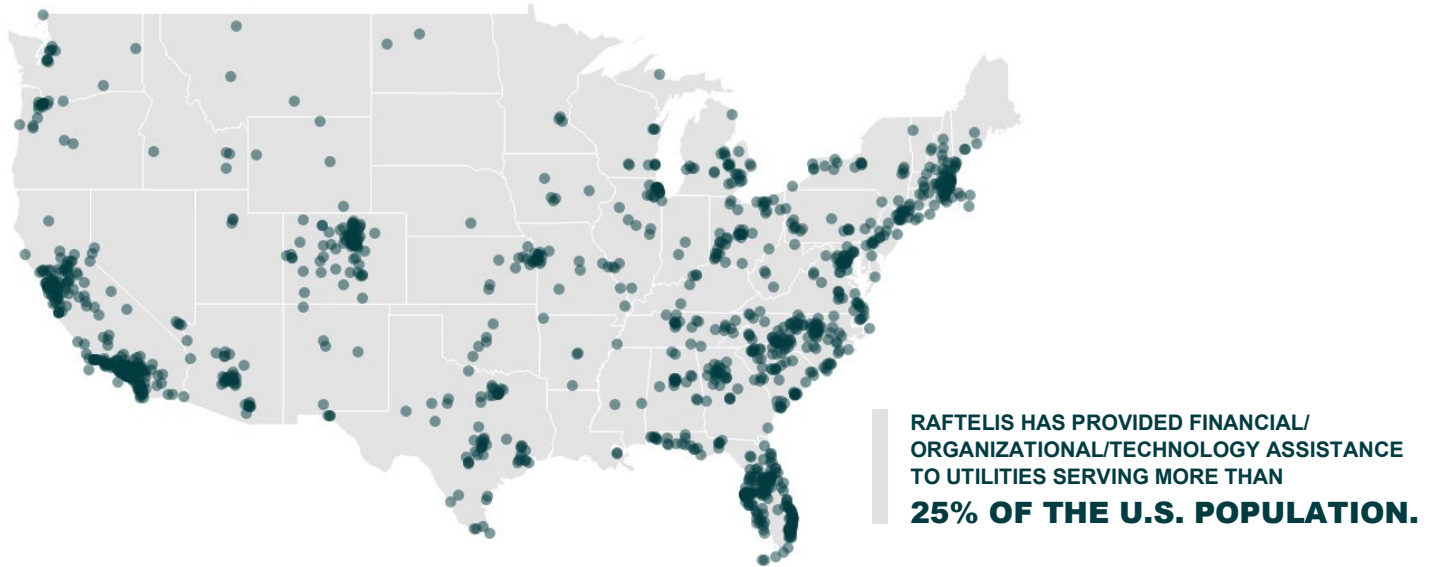
DELIVERABLES:

- Rate Comparison, Draft Report, Final Report, Executive Summary & Recommendations, and PowerPoint presentations

Comparison of Project Approach to City's Scope of Services

We have developed the tasks in our Project Approach based on our experience conducting similar studies for utilities throughout the United States and Canada. The order of these tasks differs from some of the items in the Scope of Services contained in the City's RFQ in Article II, Item 1, so to assure the City we will address all of your Scope of Services items, the following list identifies which task(s) each item will be addressed in.

City's Scope of Services	Proposed Task
a. Existing revenue sufficiency	Task 2
b. Demand projection	Task 2
c. Capital financing plan	Task 3
d. Review utility pricing	Task 2
e. Recommended rates	Task 4
f. Miscellaneous fee review	Task 4
g. Review impact fees	Task 4
h. Review general fund transfers	Task 3
i. Utility policy review	Task 4
j. Rate model	Task 5
k. Present results	Task 6



References

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,200 financial, organizational, and/or technology consulting projects for over 600 agencies in 46 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of Edgerton KS

Reference: Beth Linn, City Administrator
404 E. Nelson Street, Edgerton, KS 66021
P: 479.271.6720 / E: blinn@edgertonks.org

Approximate Utility Employee Size: 10

Services Provided: Water and Sewer Rate Study, Wholesale Sewer Rate Analysis

The City of Edgerton, Kansas (City) first engaged Raftelis to perform a water and wastewater rate study in 2015. The City is facing unique challenges having built a new sewer treatment facility with dedicated funding from an industrial park. This new facility replaced the City's existing treatment plant, which was converted to a pump station to convey flow to the new facility. The projections for flows and revenues from the new industrial development differed dramatically from preliminary projections resulting in significant changes in projected revenues.

The City has engaged Raftelis annually to update the water and sewer rate and financial plan since 2018, including determining the wholesale sewer charges for the City of Gardner's share of costs of the wastewater treatment plant.

City of North Kansas City MO

Reference: Kim Nakahodo, Interim City Manager
2010 Howell Street, North Kansas City, MO 64116

P: 816.412.7814 / E: knakahodo@nkc.org

Approximate Utility Employee Size: 15

Services Provided: Water and Sewer Rate Study

The City of North Kansas City (City) engaged Raftelis to conduct rate studies for its water and sewer utilities in 2017 and in 2021. Raftelis worked with City Staff to develop financial plans for each utility as well as rates that would meet the objectives of the City. In 2017 we assisted the City with evaluating options related to the City's water plant refurbishment, including evaluation of obtaining water from the City of Kansas City whose Water Treatment Plant is adjacent to the City of North Kansas City, as well as financing options for the refurbishment of the City's own Water Treatment Plant and the impact on rates.

City of Lawrence KS

Reference: Mike Lawless, PE, Deputy Director of Utilities

P.O. Box 708, Lawrence, KS 66044

P: 785.832.7862 E: mlawless@lawrenceks.org

Approximate Utility Employee Size: 60

Services Provided: Financial planning, water and wastewater cost of service study, system development charges

The City of Lawrence (City), home to the University of Kansas, provides water, wastewater, and stormwater service on a retail basis within the City and on a wholesale basis to 6 rural water districts and Baldwin City. Raftelis completed an initial financial planning, cost-of-service, and rate study for the City in 2017. Critical to the financial planning component of the study was modeling the financial impact of the Wakarusa Wastewater Treatment Plant, which came online in 2018. This involved projecting the incremental operating and capital costs associated with constructing and operating the new plant, as well as developing a capital financing plan to provide funding. Raftelis also incorporated estimated projections associated with increasing raw water supply costs and anticipated new regulations for nutrient removal for wastewater.

The cost-of-service study identified the costs to serve each of the City's existing customer classes and developed a phase-in of water rates to reflect changes in customer usage characteristics which had occurred since the previous study. Raftelis also developed alternative water and wastewater rate structures which meet the City's objectives for the utilities. Raftelis updated the existing rate structure, added an additional irrigation rate class and developed a demand management rate structure designed to promote conservation among residential customers. This structure is individualized, establishing block thresholds based on each residential customer's average winter consumption.

Finally, Raftelis developed water and sewer system development charges using the equity buy-in approach. These charges compensate existing City customers for investments they have made in the water and sewer infrastructure necessary to serve new customers.

Since the initial engagement, the City has reengaged Raftelis to update the study annually from 2018 to 2022. Raftelis staff also assisted the City in the development of formal reserve policies for its water, wastewater, stormwater, and solid waste funds.

City of Bentonville AR

Reference: Mike Bender, Public Works Director
3200 SW Municipal Drive, Bentonville, AR 72712
P: 913.893.6231 / E: mbender@bentonvillear.com

Approximate Utility Employee Size: 50

Services Provided: Water Rate Study and Sewer Rate Study

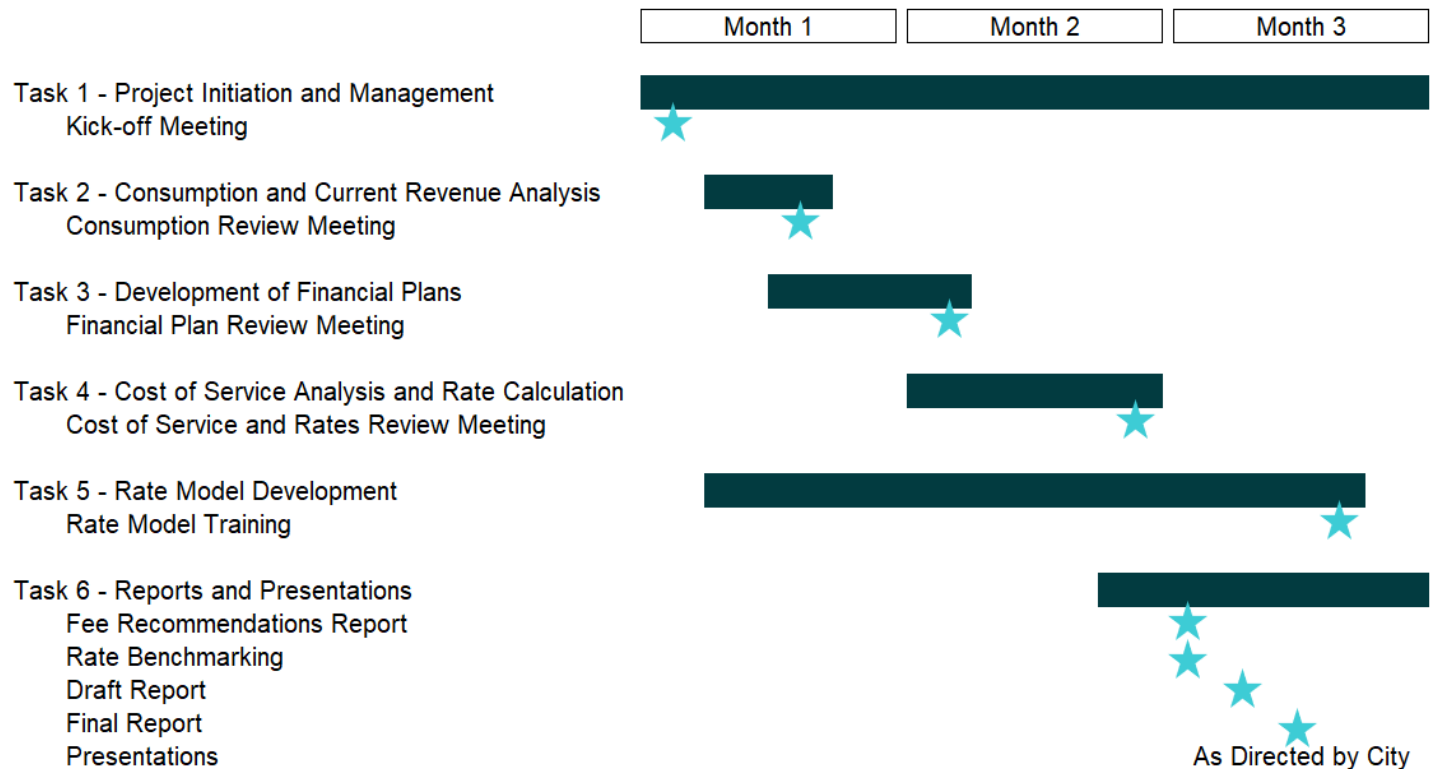
The City of Bentonville (City) is a fast-growing community of approximately 51,000 people and is the corporate headquarters for Walmart. The City purchases water on a wholesale basis from Beaver Water District and returns wastewater to a regional wastewater treatment operated by the Northwest Arkansas Conservation Authority (NACA), of which the City is a member. The City of Bentonville (City) engaged Raftelis to perform a comprehensive water financial planning, cost of service and rate study. The study involved the development of a 10-year financial plan which determined the level of revenue required to support ongoing operations and maintenance and finance capital reinvestment while maintaining appropriate reserve and debt service coverage levels. This revenue requirement was allocated to each of the City customer classes, in proportion to the demand each class places on the water system. Raftelis recommended changes to the City's retail rate structure, which included conservation rates and meter size based fixed charges. Raftelis recommended increasing the meter charge for irrigation to recognize the higher peak demands of this class as well as applying this charge year-round as opposed to allowing these customers to temporarily inactivate their service. Raftelis also recommended modifying the City's conservation rate structure, which was based on defined blocks for residential. Increases were applied to blocks 1 and 2 only, to balance the goal of conservation with revenue stability. The Bentonville City Council implemented the first year of Raftelis' recommendations on February 1, 2021.

The City has subsequently selected Raftelis in a competitive process to undertake an update of the City's wastewater rates, a project that was recently kicked-off with the City.

Client		Finance							Organization					Technology			
		Affordability Analysis & Program Development	Capital Improvements Planning/Prioritization	Debt Issuance Support	Economic & Financial Evaluations	Financial Planning & Modeling	Rate, Charge, & Fee Studies	Stormwater Utility Development & Support	Organizational, Governance, & Operations Optimization	Performance Measurement & Benchmarking	Program Planning & Support	Stakeholder Engagement & Communication	Strategic Planning	Billing, Permitting, & Customer Information Audits	Business Process Development	Data Management, Analytics, & Visualization	Software Solutions
MI	Marquette Township		●			●	●										
MI	Oakland County						●										
MI	Port Huron Township						●										
MI	Rochester, City of		●			●	●										
MI	Saginaw, City of		●			●	●										
MI	State of Michigan Department of Treasury				●												
MI	Sterling Heights, City of		●			●	●										
MI	Warren, City of						●										
MI	Wyoming, City of		●			●	●										
MO	Columbia Department of Water and Light		●			●	●										
MO	Jefferson City, City of		●			●	●										
MO	Little Blue Valley Sewer District		●			●	●										
MO	Metropolitan St. Louis Sewer District		●	●		●	●	●									
MO	North Kansas City, City of		●			●	●										
MO	Perryville, City of		●			●	●										
MO	Silverleaf Resorts Litigation Support				●												
MO	Smithville, City of		●			●	●										
MS	Jackson, City of	●	●			●	●		●							●	
NC	Charlotte Water	●	●			●	●										
NC	Durham, City of		●	●		●	●										
NC	Raleigh, City of		●	●		●	●	●	●		●						
OH	Akron, City of		●			●	●					●					
OH	Montgomery County Environmental Services		●			●	●		●	●			●		●	●	●
OH	Northeast Ohio Regional Sewer District	●	●			●	●	●		●						●	●
OK	Chickasha, City of						●	●	●	●		●			●	●	
OK	Stillwater Utilities Authority					●	●									●	
PA	Philadelphia Water Department	●	●	●		●	●		●	●	●	●			●	●	●
PA	Pittsburgh Water and Sewer Authority	●	●	●	●	●	●		●	●		●	●		●	●	●
RI	Newport, City of		●	●		●	●										
RI	Providence Water Supply Board		●			●	●		●	●							
TN	Clarksville, City of		●			●	●										
TN	Cookeville, City of		●			●	●										
TN	Metro Water Services of Nashville and Davidson County		●	●		●	●	●		●		●	●				
TX	Austin, City of		●	●		●	●			●							
TX	Dallas, City of		●			●	●	●				●			●	●	
TX	El Paso Water Utilities		●	●		●	●					●				●	●
TX	San Antonio Water System	●	●			●	●					●					
UT	Salt Lake City					●	●					●					
VA	Newport News Department of Public Utilities, City of		●	●		●	●						●			●	
VA	Richmond Department of Public Utilities	●	●			●	●	●				●				●	
VA	Suffolk, City of		●	●		●	●										
WA	Tacoma, City of				●		●						●			●	
WI	Franklin, City of				●												
WI	Milwaukee Metropolitan Sewerage District		●			●	●										
WI	Milwaukee Water Works		●			●	●										
WI	Waukesha, City of						●										
Can	Calgary, City of		●			●			●							●	
PR	Puerto Rico Aqueduct and Sewer Authority		●	●		●			●	●		●					

Timeline

We propose to complete this project in three months from the notice to proceed by the City, as shown in the schedule below. This schedule is dependent on the timely availability of information from the City and the ability to schedule interim meetings with City Staff, which we do not anticipate being an issue based on our previous experience working with the City. Our project team has the availability to begin work on this project for the City at any time.



Project Cost

We propose to complete the proposed project approach for a not-to-exceed price of \$24,750 as shown in the table below. We will bill the City monthly for time incurred in the previous month.

Tasks	Hours					Total Fees & Expenses
	TB	CD	JC	Corp	Total	
Task 1 – Project Initiation and Management	2	2	8	2	14	\$3,220
Task 2 – Consumption and Current Revenue Analysis	2	2	12		16	\$3,950
Task 3 – Development of Financial Plans	2	2	20		24	\$5,790
Task 4 – Develop Conceptual Design	2	2	12		16	\$3,950
Task 5 –Rate Model Development	2	2	8		12	\$3,030
Task 6– Reports and Presentations	4	2	12	2	20	\$4,810
Total Estimated Meetings / Hours	14	12	72	4	102	
Hourly Billing Rate	\$325	\$250	\$220	\$85		
Total Professional Fees	\$4,550	\$3,000	\$15,840	\$340	\$23,730	
						Total Fees \$23,730
						Total Expenses \$1,020
						Total Fees & Expenses \$24,750

TB - Thomas Beckley - Project Manager
CD - Collin Drat - Lead Consultant
JC - Joe Collins - Associate Consultant
Corp - Corporate Functions



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 1042, Change Order to RFP 21-09 Street Maintenance Program in the amount of \$266,057.85

REQUESTED BOARD ACTION:

A motion to approve Resolution 1042, change order to the street maintenance program.

SUMMARY:

On April 5, 2021, the Board Approved Resolution 906 Awarding the Street Maintenance Program (RFP 21-09) Bid to Superior Bowen.

On September 7, 2021, the Board approved Resolution 956 approving a final Change Order to The 2021 Street Maintenance Program and extending the contract with Superior Bowen to complete the 2022 Program.

The 2022 Street Maintenance Program will include mill and overlay in the following locations:

- Tillman from Highway 92 to 144th Street (Pavement Condition Index 41), including thermoplastic striping
- Hospital Drive from Highway 169 to Commercial (PCI 58.05)
- Intersection at Commercial and Woods – a year ago the water main broke and the intersection was undermined.

Superior Bowen Provided the pricing based upon March's Asphalt Price Index for Liquid AC PG64-22 at a cost of \$600/ Liquid Ton. The price will be adjusted up or down based on the Liquid Ton price when the project is completed. For reference, last April the cost was \$455/ Liquid Ton and in September 2021 the price was \$490/ Liquid Ton (approved by MODOT).

Staff also checked with two other firms that bid last year to verify pricing. The costs provided by Superior Bowen is better than the pricing received from the other two firms.

PREVIOUS ACTION:

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

The 2022 Street Maintenance Program has a budget of \$300,000 in the Transportation Sales Tax fund. The Force Account of \$30,000 will provide for overruns and any increase due to increases in Asphalt Pricing.

ATTACHMENTS:

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

RESOLUTION 1042

A RESOLUTION APPROVING A CHANGE ORDER TO THE STREET MAINTENANCE PROGRAM PROJECT 21-09 IN THE AMOUNT OF \$266,057.85 WITH SUPERIOR BOWEN

WHEREAS, on April 5, 2021 the Board approved Resolution 906 awarding the 2021 Street Maintenance Program to Superior Bowen; and

WHEREAS, on September 7, 2021 the Board approved Resolution 956 extending the contract with Superior Bowen for the 2022 Street Maintenance Program; and

WHEREAS, Superior Bowen has provided a cost of \$266,057.85 for the 2022 Street Maintenance Program; and

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

THAT a change order in an amount of \$266,057.85 with Superior Bowen for the 2022 Street Maintenance Program and a force account amount of \$30,000 is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

**SUPERIOR BOWEN**

Client: City of Smithville, Missouri	Bid Date: March 11, 2022
	Project: 2022 Street Maintenance Program
Attention: Chuck Soules	
Phone: () -	
Fax: () -	03/11/2022

Bid Item Code	Description	Quantity	Unit	Unit Price	Ext Price
10	Mobilization	1.000	LSU	\$4,000.00	\$4,000.00
20	Traffic Control	1.000	LSU	\$3,500.00	\$3,500.00
30	2" Mill	3,385.000	SY	\$ 4.85	\$16,417.25
40	2" Overlay (12.5A Comm Grade)	3,385.000	SY	\$ 12.80	\$43,328.00
50	3" Overlay (12.5 Comm Grade) - Tillman Option 1	13,545.000	SY	\$ 13.68	\$185,295.60
Base Bid					\$252,540.85
60	4" White (Paint)	10,470.000	LF	\$ 0.37	\$3,873.90
70	4" Yellow (Paint)	1,310.000	LF	\$ 0.37	\$ 484.70
80	24" White Stop Bars (Paint)	70.000	LF	\$ 6.00	\$ 420.00
Striping - Paint					\$4,778.60
90	4" White (Thermoplastic)	10,470.000	LF	\$ 1.05	\$10,993.50
100	4" Yellow (Thermoplastic)	1,310.000	LF	\$ 1.05	\$1,375.50
110	24" White Stop Bars (Thermoplastic)	70.000	LF	\$ 16.40	\$1,148.00
Striping - Thermoplastic					\$13,517.00
Grand Total:					

Please Note all conditions stated below.

Streets included in this proposal – Tillman Road (92 Hwy to 144th St) - 3" Overlay, Hospital Drive (Hwy 169 to Commercial) - 2" Mill & Overlay and Commercial Street & Woods Street Intersection – 2" Mill & Overlay

- Prices based on Liquid AC PG64-22 and a cost of \$600/Liquid Ton (see attached letter). The above pricing will be adjusted up or down based on our supplier's firm pricing of liquid asphalt for the month of installation.
- The above unit prices are subject to increases as stated above and if the work is not completed in the 2022 construction season.
- Permits, inspection fees, prime coat, edge treatment, layout, testing, and engineering are not included unless specifically mentioned above.
- Final payment to be based on actual completed quantities at unit prices shown.

This proposal may be withdrawn by Superior Bowen Asphalt Company, L.L.C. ("SB") if not accepted within twenty days.

Progress payments to be made monthly with final payment due upon completion.

The above prices include labor, material, and equipment unless stated otherwise.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED INTO THIS PROPOSAL. ONCE EXECUTED BY BOTH PARTIES, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

Proposal authorized by:

Proposal accepted by Client: Date _____

Mike Voorhes – Superior Bowen

Owner: _____

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the “Agreement” or “Contract”) by and between City of Smithville, MO (“City”) located at 107 W. Main Street, Smithville, MO 64089 and Snyder & Associates (“Consultant” or “Engineer”) a Corporation registered to do business in the State of Missouri located at 802 Francis St., St. Joseph, MO 64501

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Quincy Blvd improvements and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ22-09 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th of February 2022, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

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

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

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$75,450.00 . Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by

the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within 120 days of the Notice to Proceed on this Agreement or by the 31st day of July, 2022.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

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

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

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

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

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

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

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

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

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

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

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

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

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

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

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

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

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

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

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

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. CONTRACT LANGUAGE The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

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

26. CITY OWNERSHIP AND PROPRIETARY INFORMATION – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. TERMINATION. The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

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

29. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

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

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

32. **UNEMPLOYMENT INSURANCE AND TAXES**: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

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

34. **CONDITION PRECEDENT**: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: Damien Boley, Mayor

ENGINEER :

By: _____

Title Branch Manager



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1043, Quincy Boulevard Improvements

RECOMMENDED ACTION:

Motion to approve Resolution 1043, authorizing the Mayor to sign an engineering services agreement with Snyder & Associates, Inc. for engineering services for Quincy Boulevard Improvements in an amount not to exceed \$75,450.

SUMMARY:

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

The Quincy Boulevard Improvements project will include:

- Stormsewer improvements from Hawthorn to Owens
- New curb and gutter from Hawthorn to Owens
- New waterline from Hawthorn to Pine
- New sidewalk from Hawthorn to Maple Lane
- Mill and overlay from Hawthorn to Highland (PCI's of 46.05 and 50.75)

PREVIOUS ACTION:

This project has been included in the Capital Improvement Program.

POLICY ISSUE:

Continued service and infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

Construction in 2023 is estimated to be \$1 million. Design information and costs will be included in CIP discussions.

ATTACHMENTS:

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

RESOLUTION 1043

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR QUINCY BOULEVARD IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$75,450

WHEREAS, Quincy Boulevard from Hawthorn Street to Owens Avenue experiences flooding and has drainage problems; and

WHEREAS, the watermain on Quincy Boulevard from Hawthorn Street to Pine Street has experienced several main breaks; and

WHEREAS, Quincy Boulevard between Hawthorn Street and Highland Drive has a low Pavement Condition Index; and

WHEREAS, Snyder & Associates, Inc. responded to RFQ 22-09, On Call Professional Services, submitted their qualifications and are an approved firm to provide engineering services for improvements on Quincy Boulevard; and

WHEREAS, Snyder & Associates, Inc. have provided a scope of services to complete the design in an amount of \$75,450.

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 Snyder & Associates Inc. for engineering services for Quincy Blvd. Improvements in an amount not to exceed \$75,450.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROPOSAL**CITY OF SMITHVILLE
STORM SEWER-WATERLINE-STREET IMPROVEMENTS
SMITHVILLE, MISSOURI**

ENGINEER: SNYDER & ASSOCIATES, INC.
802 FRANCIS
ST. JOSEPH, MO 64501

PROJECT: STORM SEWER-WATERLINE-STREET IMPROVEMENTS

DATE: MARCH 2022

PROJECT DESCRIPTION:

The City of Smithville has identified the area of Quincy Boulevard, beginning at Pine Street, and ending at Hawthorne Street, for three improvements. Project consists of a new 8" watermain along the length described above and storm sewer improvements near the intersection of Hawthorne Street.

Street improvements will be required to repair work from the waterline and storm sewer construction. Street improvements along this corridor will include a 2" mill and overlay as well as full depth pavement repair in certain areas based on existing pavement thickness and pavement condition.

I. TOPOGRAPHIC SURVEY

Project will include a topographic survey to encompass storm sewer, waterline and street improvements.

II. STORM SEWER

1. Define drainage area.
2. Calculate runoff using regression equations for 2, 5, 10, 25, 50 & 100-year storms.
3. Analyze storm inlets and pipe network for 10-year storm.
4. Review downstream affects of storm sewer improvements.
5. Assess feasibility of routing Quincy Blvd storm water north to existing drainage channel.
6. Deliverables include storm sewer plan and profile and storm sewer details.

III. WATERLINE

1. Review existing hydraulic analysis.
2. Provide waterline plan and profile.
3. Provide hydraulic network analysis based on new 8" waterline connection to existing.
4. Deliverables to include waterline plan and profiles, and waterline appurtenances details.
5. Submittal of waterline plans, hydraulic network analysis and permit application form to MoDNR for permitting.

IV. STREETS

1. Review existing street conditions.
2. Identify existing street to be compromised by construction.
3. Develop a street repair and reconstruction plan based on waterline and storm sewer construction activities.
4. Provide street plan and profile for areas with new curb and gutter and full depth repair.
5. Provide a plan for 2" asphalt overlay areas.
6. Design of 5' wide sidewalk on one side of the street along Quincy Blvd between Hawthorne Street north to Maple Lane.
7. Deliverables to include, street repair plans, profiles, and street section details.

V. GENERAL

1. Specification book with contractual front ends and technical specifications.
2. Budgetary Cost Estimate.

FEES:

1.	Topographic Survey	\$24,000
2.	Storm Sewer Improvement Design	\$16,500
3.	Waterline Improvement Design	\$18,000*
4.	Street and Sidewalk Improvements	\$12,700
5.	Preliminary Cost Opinion	\$ 750
6.	Plans and Specifications for Bidding Purposes	\$ 3,500

FEES FOR SERVICES.....TOTAL \$75,450***Assumes existing hydraulic model is available**

Note: Easements and boundary survey are not included in this proposal but can be added at our current hourly rate.

Thank you for this opportunity to provide you with engineering services. Please let me know if you should have any questions or concerns.

Sincerely,
SNYDER & ASSOCIATES, INC.



Andy Macias, P.E.
Branch Manager

AM:ak

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$220.00	/hour
Principal I		\$209.00	/hour
Senior		\$190.00	/hour
VIII		\$174.00	/hour
VII		\$165.00	/hour
VI		\$157.00	/hour
V		\$146.00	/hour
IV		\$136.00	/hour
III		\$124.00	/hour
II		\$112.00	/hour
I		\$99.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$133.00	/hour
Senior		\$127.00	/hour
VIII		\$118.00	/hour
VII		\$109.00	/hour
VI		\$98.00	/hour
V		\$88.00	/hour
IV		\$80.00	/hour
III		\$72.00	/hour
II		\$66.00	/hour
I		\$58.00	/hour
Administrative			
II		\$68.00	/hour
I		\$56.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	



STORM SEWER IMP.
Ct & Replace
Pavement repair/replace



New 8" watermain



MILL/OVERLAY
PAVEMENT REPAIR
QUINCY FROM
HAWTHORN TO OWENS
PCI 50.75

OWENS TO HIGHLAND
PCI 46.05



PROPOSED SIDEWALK
5' WIDE
SIDE OF STREET
TO BE DETERMINED

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the “Agreement” or “Contract”) by and between City of Smithville, MO (“City”) located at 107 W. Main Street, Smithville, MO 64089 and Snyder & Associates (“Consultant” or “Engineer”) a Corporation registered to do business in the State of Missouri located at 802 Francis St., St. Joseph, MO 64501

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Quincy Blvd improvements and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ22-09 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th of February 2022, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

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

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

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$75,450.00 . Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by

the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within 120 days of the Notice to Proceed on this Agreement or by the 31st day of July, 2022.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

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

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

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

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

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

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

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

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

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

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

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

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

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

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

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

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

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

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

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

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

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

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. CONTRACT LANGUAGE The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

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

26. CITY OWNERSHIP AND PROPRIETARY INFORMATION – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. TERMINATION. The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

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

29. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

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

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

32. **UNEMPLOYMENT INSURANCE AND TAXES**: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

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

34. **CONDITION PRECEDENT**: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: Damien Boley, Mayor

ENGINEER :

By: _____

Title Branch Manager



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Police

AGENDA ITEM: Resolution 1044, Authorize the Purchase a Computer Voice Stress Analyzer

REQUESTED BOARD ACTION:

A motion to approve Resolution 1044, authorizing the purchase a Computer Voice Stress Analyzer, in an amount not to exceed \$9,995.

SUMMARY:

The Smithville Police Department has used truth verification during the hiring process for more than 20 years. First a polygraph was used, and most recently a Computerized Voice Stress Analysis instrument (CVSA). Currently the department relies on an outside agency for this examination. This leaves the Smithville Police Department at the mercy of the outside agency for scheduling and timeliness of results. Use of an instrument like this in criminal investigations could also be useful.

The NITV Federal Services LLC is the sole-source for the CVSA III Instrument. This is the preferred instrument, due to the fact that re-certification training is held in Platte County annually, cutting down expenses for travel. In accordance with City Code Section 150.080.B, staff is authorized to use a single source vendor.

This purchase was budgeted in the FY22 budget, at \$8,500. Pricing increased for calendar year 2022. It is staff's recommendation to expend the additional funds for this purchase at this time.

It is staff's recommendation to approve the purchase of this equipment using the single source vendor, NITV Federal Service LLC, in an amount not to exceed \$9,995.

PREVIOUS ACTION:

NA

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

The FY22 budget included \$8,500 for this expensiture. Additional funds for this project would come from departmental savings in other areas.

ATTACHMENTS:

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

RESOLUTION 1044

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A COMPUTERIZED VOICE STRESS ANALYZER, IN AN AMOUNT NOT TO EXCEED \$9,995

WHEREAS, the Police Department currently utilizes voice stress analysis for pre-employment and criminal investigations, and;

WHEREAS, the purchase of new voice stress analyzer was approved in the FY 22 budget, and;

WHEREAS, the City Code Section 150.080.B authorizes staff to use a single source vendor, and;

WHEREAS, staff has made a recommendation to purchase the equipment from NITV Federal Services LLC.

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

THAT staff is hereby authorized and directed to purchase said equipment from NITV Federal Services LLC, in an amount not to exceed \$9,995.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

**NITV FEDERAL SERVICES LLC****11400 Fortune Circle,
West Palm Beach, FL 33414**

Phone: 561-798-6280

Estimate

Date	Estimate No.
2/25/2022	6778

**Smithville Police Department
Attn: Jason Lockridge
107 W. Main Street
Smithville, MO 64089**

Description	Qty	Rate	Total
CVSA® III Instrument Dell Rugged 14 Model; purchase Includes two (2) student training slots (normally \$1395 each) and Dell 4-year Onsite Warranty (normally \$300); Students TBD to attend CVSA training Kansas, MO. and date (July 25-29,2022). **Additional discounted New Examiner training is available with this purchase	1	9,995.00	9,995.00
This is only an Estimate.			Total \$9,995.00



January 4, 2022

**Excellence in Technology, Training and Service®
Sole Source Letter**

Dear Customer,

Please be advised NITV Federal Service (NFS) is the Sole Source for the Computer Voice Stress Analyzer III (CVSA® III), the CVSA® II, the CVSA® as well as all manufacturer approved certification training programs related to any version of the CVSA®.

NFS is the exclusive manufacturer/distributor of the CVSA® III, CVSA® II, and CVSA® and has no US distributors. Both the CVSA®III and CVSA®II incorporate version-unique and specialized processes protected by two US Patents: US Patent Number 7,321,855 "*Method for Quantifying Psychological Stress Levels Using Voice Pattern Samples,*" and US Patent Number 7,571,101 "*Quantifying Psychological Stress Levels Using Voice Patterns.*"

NFS is the only Voice Stress Analysis (VSA) manufacturer holding patents for its VSA technologies. The FACT® scoring system is exclusively offered by NFS, and can precisely quantify stress in the human voice to evaluate CVSA® examination charts as Deceptive or Non-Deceptive with an accuracy level greater than 98%. Additionally, the CVSA® has been approved by the US Federal Court System, and is used by approximately 2,500 US and International Law Enforcement Agencies, as well as elements of the US Military and US Federal Agencies.

For more information please visit our website at www.cvsa1.com or contact us by calling (561) 798-6280

Lourdes Humble

Chief Operating Officer

NITV Federal Services, LLC



Board of Alderman Request for Action

MEETING DATE: 4/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1045, authorizing the expenditure of funds from the Combined Water and Wastewater System Fund for the repair of a high service pump in the amount of \$13,999.11 from Mid-America Pump

REQUESTED BOARD ACTION:

A motion to approve Resolution 1045, authorizing the expenditure of \$13,999.11 for repair of a high service pump at the water treatment plant.

SUMMARY:

There are three high service pumps at the water treatment plant. The high service pump is needed to distribute clean water from the water treatment plant into the distribution system. One of the pumps was not running properly and staff contracted Mid-America Pump to pull the pump and inspect for repairs. Several seals, bearing and the rotating assembly will need to be replaced. Repairs are estimated at \$13,999.11. The parts will take 6 weeks to be delivered. This pump needs to be repaired prior to the summer water demand to ensure adequate pressure in the distribution system.

PREVIOUS ACTION:

POLICY ISSUE:

Facility Maintenance

FINANCIAL CONSIDERATIONS:

The 2022 CWWS fund has sufficient budget for this expense.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1045

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE COMBINED WATER AND WASTEWATER FUND FOR THE REPAIR OF THE HIGH SERVICE PUMP #2 IN THE AMOUNT OF \$13,999.11 FROM MID-AMERICA PUMP

WHEREAS, the City treats 750,000 gallons of wastewater per day, approximately 300 million gallons per year; and

WHEREAS, the high service pumps distribute clean water from the water plant to the distribution system; and

WHEREAS, high service pump #2 is not working properly and needs to be repaired/rebuilt.

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

THAT staff is hereby authorized and directed to repair/rebuild high service pump #2 and is authorized for the expenditure of funds from the Combined Water and Wastewater Fund for the repair of the high service pump in the amount of \$13,999.11 from Mid-America Pump.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 4th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



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

REPAIR PROPOSAL

SKP: **7432**
Customer PO #:
Prepared By #: **Brad Saul**
Date: **3/10/2022**

Repair Estimate: **\$13,999.11**
Replacement Price:
Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
Address: 107 W. Main Street
City: Smithville
State/Zip Code: Missouri 64089-
First Name: Bob
Last Name: Lemley
Phone: (816) 532-0070
Fax: (816) 532-8331

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for repair of high service pump and motor #2 at the WTP.

pump and motor are being quoted prior to removal or inspection, there may be additional parts or machine work required once inspected

Pump Information

Pump Make: **Aurora**
Model: **413-BF 4X5X10B**
Style: **Vertical split case pump**
Pump RPM:
Motor RPM: **3530**
☒ Seal
☐ Packing
Serial No: **12-2213987**
HP: **75**
Voltage: **460**
Coupling:

Repair Description

Repair proposal to include:

- new rotating assembly
- new motor bearings
- wash, bake & surge test stator
- labor to remove the motor and rotating assembly
- labor to tear down and inspect the pump and motor
- labor to clean parts being reused, assemble equipment and test
- labor for installation and testing of the pump and motor
- MLS & Truck charges

Lead time on the rotating assembly is 4-6 weeks

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

Application Information

Pumpage:
Head:
Flow:
Temp:
Viscosity:
Specific Gravity:
☐ Hazardous ☐ Rotation Left
☐ MSDS ☐ Rotation Right

Terms and Conditions

- 1 Freight Charges Not Included
- 2 Taxes Not Included
- 3 Expedite Fees Not Included
- 4 Payment Terms - Net 30
- 5 Warranty Period - 90 Days
- 6 Proposal Vaild for 30 Days
- 7 Teardown/Inspection/Field Service Hours/MLS will be charged if Equipment is Not Repaired or Replaced through Mid-America Pump



FY22 Planning Calendar

April 19, 2022 Regular Session Meeting 7:00 p.m.

Resolution – Certify Election Results
Swear in Newly Elected Officials
New Business
Election of Mayor Pro-Tem
Election of Planning Commission Representative
Election of Economic Development Committee Representative
Election of Parks and Recreation Committee Representative
Election of Finance Committee Representatives
Ordinance – GO Bond Ordinance – 1st Reading
Resolution – Addendum to City Administrator's Contract
Resolution – Fireworks Display
Resolution – Leak Adjustment

April 19, 2022 Work Session, immediately following regular session

FY21 Audit Presentation
Executive Session Pursuant to Section 610.021(1)RSMo

May 3, 2022 Work Session 6:00 p.m.

Progress Update – Comprehensive Plan Implementation

May 3, 2022 Regular Session 7:00 p.m.

Ordinance – GO Bond Ordinance – 2nd Reading
Ordinance – Conceptual Plan - Fairview Crossing - 1st Reading
Ordinance – Conceptual Plan – McBee's Carwash – 1st Reading
Resolution – Amending the Employee Handbook
Resolution – Transportation Master Plan Adoption
Resolution – Award Bid – July 4 Fireworks Display
Resolution – Acknowledgement of MARC Grant Application ?
Resolution – Special Permit – Lake Fest – June 17
Proclamation - Public Works Weeks

May 17, 2022 Work Session 6:00 p.m.

Initial FY2023 Budget Discussion

- FY2022 6 Month Review
- Department Budget Presentations
- Capital Improvement Plan

May 17, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – Conceptual Plan - Fairview Crossing – 2nd Reading
Ordinance – Conceptual Plan – McBee's Carwash – 2nd Reading
Ordinance – Conditional Use Permit for a cell tower – 1st Reading

May 25, 2022 Board Retreat 8:30

June 7, 2022 Work Session 6:00 p.m.

Marketplace TIF 5 Year Report
Discussion of Utility Billing

June 7, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – Conditional Use Permit for a cell tower – 2nd Reading
Resolution – Award Bid - Wastewater Plant Floating Aerator

June 21, 2022 Work Session 6:00 p.m.

2022 Tax Rate Update
Discussion of Schedule of Fees

June 21, 2022 Regular Session Meeting 7:00 p.m.

July 5, 2022 Work Session 6:00 p.m.

July 5, 2022 Regular Session Meeting 7:00 p.m.

Resolution – Award Bid - 4th Street And 4th Terrace Utility

July 19, 2022 Work Session 5:30 p.m.

July 19, 2022 Regular Session Meeting 7:00 p.m.

Resolution – Sports League Contract – Smithville Warrior Youth Football

August 2, 2022 Work Session 6:00 p.m.

August 2, 2022 Regular Session 7:00 p.m.

Ordinance – Missouri Ethics Code – 1st Reading

August 16, 2022 Work Session 6:00 p.m.

Discussion FY22 9-Month Budget Update
Discussion FY23 Operating Budget (1st Discussion)

August 16, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – Missouri Ethics Code – 2nd Reading

September 6, 2022 Work Session 5:30 p.m.

Discussion FY23 Operating Budget (2nd Discussion if needed)

September 6, 2022 Regular Session Meeting 7:00 p.m.

Public Hearing – Property Tax Levy
Ordinance – Setting the 2022 Property Tax Rate – 1st Reading
Resolution – Hazardous Moving Violation Grant Agreement
Resolution – DWI Enforcement Grant Agreement

September 20, 2022 Work Session 6:00 p.m.

September 20, 2022 Regular Session 7:00 p.m.

Ordinance – Setting the 2022 Property Tax Rate – 2nd Reading

October 4, 2022 Work Session 6:00 p.m.

October 4, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – FY23 Operating Budget – 1st Reading

October 18, 2022 Work Session 5:30 p.m.

October 18, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – FY23 Operating Budget – 2nd Reading
Executive Session Pursuant to Section 610.021(3)RSMo.

November 1, 2022 Work Session 6:00 p.m.

November 1, 2022 Regular Session 7:00 p.m.

November 15, 2022 Work Session 6:00 p.m.

November 15, 2022 Regular Session Meeting 7:00 p.m.

December 6, 2022 Work Session 5:30 p.m.

Discussion FY22 Budget Review

December 6, 2022 Regular Session Meeting 7:00 p.m.

December 20, 2022 Work Session 6:00 p.m.

December 20, 2022 Regular Session 7:00 p.m.

Unscheduled:

Special Road District
City/County Shared Roads – Clay and Platte
Corps of Engineers Lease Contract
Award Bid - Stormwater Master Plan
Wastewater Plant Floating Aerator
Design Contract – Quincy Stormwater
Design/Engineering Contract Parks/Public Works Facility