



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**  
**December 7, 2021**  
**7:00 pm – \*\*\*Via Videoconference\*\*\***

**NOTICE:** \*Due to the Health Officer's orders for safety, public meetings and public comment during public meetings will require modification. The City of Smithville is committed to transparent public meetings and will continue this commitment during the COVID-19 crisis. Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the city's FaceBook page through FaceBook Live.

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Hearing – Annexation Lot 24, Lakeside Crossing**
4. **Consent Agenda**
  - **Minutes**
    - November 16, 2021, Board of Alderman Work Session Minutes
    - November 16, 2021, Board of Alderman Regular Session Minutes
  - **Resolution 999, Award Bid No. 21-18, Geographic Information System Services**  
A Resolution awarding Bid No. 21-18, Geographic Information System Services to Survey and Mapping, LLC in an amount not to exceed \$212,080.
  - **Resolution 1000, Purchase of Ultra-Violet Lights**  
A Resolution approving a sole source purchase of ultra-violet lights for the wastewater treatment plant from Ray Lindsey Company in the amount of \$57,424.47.
  - **Resolution 1001, Award Bid No. 22-02, First Street Waterline Extension Improvement**  
A Resolution awarding Bid No. 22-02, First Street Waterline Extension to Menke Excavating in the amount not to exceed \$52,112.
  - **Resolution 1002, Award Bid No. 22-03, Scanner/Plotter/Printer**  
A Resolution awarding Bid No. 22-03, Scanner/Plotter/Printer to SumnerOne in an amount not to exceed \$7,707.
  - **Resolution 1003, Purchase of Playground Equipment**  
A Resolution approving the purchase of the playground equipment for Diamond Crest Park through the cooperative agreement with Greenbush in the amount of \$214,812.

Join Zoom Meeting  
<https://us02web.zoom.us/j/81553806600>

Meeting ID: 815 5380 6600  
Passcode: **730768**

## REPORTS FROM OFFICERS AND STANDING COMMITTEES

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### 5. Committee Reports

Economic Development Committee

### 6. City Administrator's Report

## ORDINANCES & RESOLUTIONS

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### 7. Bill No. 2924-21, Amending Section 520.130, Right of Way Maintenance – 2<sup>nd</sup> Reading

An Ordinance repealing and replacing Section 520.130 of the Right of Way Maintenance of the City Code. 2<sup>nd</sup> reading by title only.

### 8. Bill No. 2925-21, Richardson Street Plaza Overlay District – 2<sup>nd</sup> Reading

An Ordinance setting approving the Richardson Street Plaza Overlay District at the corner of Richardson Street and Northwest 169 Highway. 2<sup>nd</sup> reading by title only.

### 9. Bill No. 2926-21, Annexation Lot 24, Lakeside Crossing – 1<sup>st</sup> Reading

An Ordinance annexation Lot 24, Lakeside Crossing, 15705 North Wabash Street. 1<sup>st</sup> reading by title only.

### 10. Bill No. 2927-21, Purchasing Agreement with SHI, Corporation - 1<sup>st</sup> Reading

An Ordinance authorizing the Mayor to sign on behalf of the City the Participation Agreement with Software House International Corporation. 1<sup>st</sup> reading by title only.

### 11. Resolution 1004, Single-Phase Final Plat – Richardson Street Plaza

A Resolution approving the single-phase final plat for Richardson Street Plaza to create three lots on 7.64 acres at the northwest corner of 169 Highway and Richardson Street.

### 12. Resolution 1005, Clay County American Rescue Plan Act Funding Request

A Resolution authorizing the Mayor to sign and submit the Clay County American Rescue Plan Act (ARPA) Funding Requests for infrastructure projects on behalf of the City of Smithville.

## OTHER MATTERS BEFORE THE BOARD

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### 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. Appointment

Mayor will make the nomination of Billy Muessig for the Planning and Zoning Commission.

### 15. New Business From The Floor

Pursuant to the order of business policy, members of the Board of Aldermen may request a new business item appear on a future meeting agenda.

### 16. Adjourn





## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Annexation Public Hearing

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**REQUESTED BOARD ACTION:**

Conduct a public hearing in accordance with State Law concerning annexation of Lot 24, Lakeside Crossing.

**SUMMARY:**

This lot is included in the legal action filed by the City earlier this year. Upon completion of this annexation, all lots in Lakeside Crossing are in the city limits.

**BACKGROUND:**

Lakeside Crossing subdivision was partially annexed during initial construction. All lots were required to annex when asked in order to connect to the city sewer system. This reflects a final annexation resulting from a 1996 sewer service agreement for Lakeside Crossing.

**PREVIOUS ACTION:**

None

**POLICY ISSUE:**

Comprehensive Plan and Board Strategic Plan.

**FINANCIAL CONSIDERATIONS:**

None.

**ATTACHMENTS:**

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

# AFFIDAVIT OF PUBLICATION

NPG Newspapers, Inc., P.O. Box 29, St. Joseph, MO 64502

Reference: 269213  
Ad ID: 6698505

P.O. : DESC :Hearing Dec 7.Lot 24 Lakeside Crossing

JACK HENDRIX  
CITY OF SMITHVILLE  
107 W. MAIN  
SMITHVILLE, MO 64089

County of Clay  
State of Missouri

I, SANDRA RIDINGS, being duly sworn according to law, state that I am the Legal Advertising Coordinator of THE COURIER TRIBUNE, a weekly newspaper of general circulation in the County of Clay County, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Liberty, Missouri, the city publication; which newspaper had been published regularly and consecutively for a period of four years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agree to pay a state price for a subscription for a definite period of time. Affiant further declares that said newspaper is qualified under and has complied with provision of Section 493.050 to 493.090, Missouri Revised Statutes 1949, as amended. The affixed notice appeared in said newspaper on the following consecutive week(s):

(Published in the Courier-Tribune  
Thurs. 11/11/21)

## NOTICE OF PUBLIC HEARING

To whom it may concern and to all parties interested, notice is hereby given that at 7:00 PM on December 7, 2021, the Smithville Board of Aldermen in City Hall, 107 W. Main St., Smithville, Mo. will conduct public hearings on the following Voluntary Annexation applications:

**Lot 24, Lakeside Crossing First Plat, a subdivision of land in Clay County, Missouri, according to the recorded plat thereof, more commonly known as 15705 N. Wabash St.**

All persons interested in said matter will be heard at this time concerning their views and wishes; and any protest of any of the provisions of the proposed changes to the city limits will be considered by the Board as provided by law. The hearings will be conducted by videoconference via Zoom. To obtain online access to attend or speak, please email [ldrummond@smithvillemo.org](mailto:ldrummond@smithvillemo.org) or call (818)532-3897 to speak with the City Clerk.

Run Dates: 11/11/21 to 11/11/21  
Appearances: 1  
AD SPACE: 58  
TOTAL COST: \$29.67

(Signed)

Subscribed and sworn before me this

11 day of Nov. 20 21

*Judy B. Moreno* Notary Public

JUDY B. MORENO  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Buchanan County  
My Commission Expires: June 23, 2024  
Commission Number: 12544882





## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Administration

**AGENDA ITEM:** Consent Agenda

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### 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:

- November 16, 2021 Board of Alderman Work Session Minutes
- November 16, 2021 Board of Alderman Regular Session Minutes
- Resolution 999, Award Bid No. 21-18, Geographic Information System Services
- Resolution 1000, Purchase of Ultra-Violet Lights
- Resolution 1001, Award Bid No. 22-02, First Street Waterline Extension Improvement
- Resolution 1002, Award Bid No.22-03, Scanner/Plotter/Printer
- Resolution 1003, Purchase of Playground Equipment

### 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

November 16, 2021, 6:30 p.m.  
City Hall Council Chambers

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

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

#### **1. Call to Order**

Mayor Boley, present via Zoom, called the meeting to order at 6:30 p.m. A quorum of the Board was present via Zoom meeting: Steve Sarver, Kelly Kobylski, Dan Ulledahl, John Chevalier, Dan Hartman and Marv Atkins.

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

#### **2. Discussion of Neighborhood Grants**

Anna Mitchell, Assistant City Administrator, noted that during the FY22 budget discussion the Board directed staff to budget \$25,000 for the Neighborhood Beautification Grant program. Staff work researched different neighborhood grant programs to give the Board options in deciding how they wish to move forward. The purpose of this program is to assist neighborhoods in beautification type projects. These projects are for neighborhood public spaces and not to be used for a small group of individuals or homes.

In the packet is a draft policy which includes details of the proposed program and a list of comparable programs. A couple of those programs are not necessarily beautification programs but are similar programs where the city has given out grants to other organizations. These programs have different types of ranges and different types of match percentages as well as required information forms.

Anna explained that staff requested direction from the Board on the following items for the policy:

- *The range of funds that are eligible to be requested per application (ex. \$50-25,000)*
- *The required match (ex. 25-50%)*
- *Eligible projects*
- *Eligible entities (HOA, non-profits, non-organized neighborhoods)*

Anna asked if they wanted to use the proposed range?

Alderman Atkins said he would not want just one organization to receive the entire grant. He asked how many different organizations, communities and HOA's Smithville has that would be able to apply for the grants?

Anna noted that we currently have nine organized HOA's.

Mayor Boley asked if a date should be set to have the application in by, such as February 1? Then the grant committee could decide the dollar amounts given to the ones that applied. He also said that if only one HOA or organization applied, they should be able to receive the \$25,000 if they qualify.

Anna explained that a deadline of March 31 is in the draft policy, but it could be changed.

Mayor Boley said that the March 31 date is fine for the first round. Then if there is remaining funds, it can be opened back up for other applicants.

Alderman Hartman asked how a neighborhood without an HOA would qualify?

Anna asked the Board how they would like a neighborhood to be able to qualify for a grant? She noted that there are several non-organized neighborhoods in Smithville. She also noted that there are a couple of issues for the non-organized neighborhoods such as; who would be reimbursed, it would be reimbursing one person and not the organization. The other issue is there is not an organized group of the neighborhood to say what project they want done. She suggested if the Board chooses to include non-organized neighborhoods, they require a petition with a percentage of the neighborhood signatures to approve of the improvement.

Alderman Hartman asked that the applications be streamlined and not complicated so not to discourage neighborhoods from applying.

Anna said that it would probably be a two-page application with supplemental attachment approvals from any anyone who owns the property or from the City if it is in the right of way. Also, a volunteer pledge form for the in-kind match. She said possible five to seven pages depending on the project and how in-depth the applicant goes into detail.

Alderman Chevalier noted that if someone turns in an application with a really big project, he would not be opposed to granting them the entire most of the \$25,000. He asked if that would make them ineligible to receive grant money the next year to make sure that other have a chance for grant money?

Mayor Boley said that could definitely be put in the policy. Something like, if you received grant money you are either ranked at the bottom of the list the next year or not able to receive funding the next year?

Anna said that draft policy states one grant application per year but that can be changed. She asked Board direction for a grant dollar amount and length of time before able to apply again?

Mayor Boley suggested an organization can receive a maximum of \$25,000.

Alderman Kobylski agreed and suggested if they were awarded smaller amounts like \$5,000 or \$6,000 then they will be eligible the next year. If they are awarded the full amount it should at least be every other year.

Mayor Boley suggested that any organization is eligible for up to \$25,000 every three years. If they receive the full \$25,000, they would not be eligible for the next two years.

Anna also asked for direction on if an organization request a certain amount, but we received multiple applications would we then give a percentage of the amount requested?

Mayor Boley suggested that if the grant program is successful and the projects are something we would like to see completed the \$25,000 could be revisited and possibly budget more the year.

Anna asked if that would keep the eligible maximum amount at \$25,000?

Mayor Boley said it would.

Alderman Chevalier asked if the in-kind and the financial percent that the organization contribute be based on the amount that they receive. The higher grant dollar amount received the higher percentage the organization contributes.

Alderman Atkins suggested to leave it at 50% across the board.

Alderman Kobylski agreed that it should be 50% across the board. She said it would get to complicated to do different tiers.

Mayor Boley asked if the Board thought 50% would be to much of a financial burden to the HOA's?

Alderman Chevalier said it could, depending upon what their budgets look like.

Alderman Sarver said that the HOA board he served on did not have much money so he would suggest 25%. He noted that most HOA's would not be doing the beautification projects without the grant money.

Alderman Chevalier noted that the organizations can also contribute in-kind donations also it does not have to be all monetary.

Anna said that was correct, volunteer hours are valued at \$20 an hour. Organizations would need to fill out the volunteer pledge form so we could calculate how many hours and multiply it by \$20 and that would be their in-kind and they could combine it with cash.

Mayor Boley said with that stipulation he feels the 50% is reasonable.

Cynthia asked to clarify that 50% of the total project cost is the language that the Board wanted for the policy. That it would be 50% grant match, 50% of the amount requested for the project?

The Board all agreed.

Mayor Boley explained it for simple math, if a HOA has a project that is \$10,000, the grant would be for \$5,000 and the in-kind could be up to \$2,500 and the HOA would come up with \$2,500.

Anna noted that the draft policy currently reads;  
*All funds awarded are required to have a matching fund contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to (25-50%) of the total project cost. Volunteer hours is calculated at the rate of \$20/hour and must be confirmed at the completion of the project.*

Anna explained if a project costs \$10,000, then the HOA request a grant of 50% match which would equal \$5,000 and the HOA would contribute \$5,000.

Mayor Boley added that of the \$5,000 the HOA contributes \$2,500 could be in-kind.

Alderman Atkins said he understood the grant amount would be for most of the project cost.

Alderman Chevalier explained that was how he understood it. The grant amount awarded would be \$10,000 and the organization would be required to contribute \$5,000 in-kind and monetary. So, the organization could do a \$15,000 project.

Cynthia explained that typically grants have a total amount and your percentage is a percentage of the total. If the project amount is \$15,000 a 50% match would be \$7,500.

Mayor Boley explained that the HOA's would have to contribute 50% with either cash or in-kind labor or it could be a combination of both.

Alderman Atkins suggested that we specify the grant money must be used for only the projects the requested the funds for.

Mayor Boley asked the Board if they were in agreement with the 50% match? He asked if the Board all agreed with not putting a maximum amount that could be requested up to the \$25,000, then once the applications are in grant amounts could be decided depending on the applications received?

The Board agreed with both.

Anna asked the Board about eligibility requirements for HOA and neighborhoods. The draft policy is worded that funds can only be given to an organized neighborhood. Smithville does have several non-organized neighborhoods. She asked if they Board wanted to include non-organized neighborhoods in the policy, if so, it will require some additional paperwork that would different than what an HOA has to do. Anna asked for direction from the Board.

Alderman Hartman said that he did not want to make this a burdensome process but does think that since it is not an organized HOA's there would have to be some kind of consensus but not sure what that would be.

Alderman Sarver asked who would contribute if it were a non-organized neighborhood?

Mayor Boley asked the same question and also who would the City grant the money to? How would we define the neighborhood? He noted that Smithville has a lot of small, subdivided areas especially downtown. Mayor Boley asked what percentage rates HOA's generally have to have for project approvals in the neighborhood?

Alderman Sarver said some had to have 80%.

Alderman Chevalier said some have to have 50% plus one of the people that vote, depending on the project.

Mayor Boley noted that we would have to figure out who would be paying and who would be getting the grant funds. He suggested doing more research and seeing what kind of interest the neighborhoods would have.

Alderman Chevalier asked if the non-organized neighborhoods could start their own neighborhood beautification group and raise the funds for the projects? Maybe not for the first years grants but maybe they could have something in place for next year.

Mayor Boley suggested maybe they could partner with a non-profit group.

Anna noted that posed another question for the Board, did they want to include non-profit groups in the policy for the grants?

Alderman Atkins suggested that a non-organized neighborhood could be requested to have a minimum fifty houses in the neighborhood on board in order to apply for the grant.

Mayor Boley asked how many homes were in Diamond Crest and Wildfire subdivisions?

Jack Hendrix, Development Director said he believed Diamond Crest was probably around 145-150 homes and Wildfire was close to 200 homes.

Alderman Atkins asked if the Board could just recognize those type of neighborhoods as eligible?

Alderman Chevalier said they would need to create some type of organized group that they can present their project and detail who will be paying and who will be getting the grant funds.

Mayor Boley said that direction from the Board for eligibility at this time is leave it as HOA's and neighborhood groups for now. It can be revisited if we have neighborhood groups come forward that are not organized neighborhoods.

Anna asked for Board direction on the list of eligible projects.

*Examples of eligible projects:*

*-Landscaping/trees*

*-Signage*

*-improvements that benefit the neighborhood*

*-Community gardens*

*-Neighborhood clean-ups*

*-Curb Appeal Enhancements for Existing property (Parking areas, trash receptacles, enclosures, fencing, etc.)*

*Examples of ineligible projects:*

*-Ongoing operating budgets*

*-Routine City Maintenance (street paving, mowing rights-of-way, etc.)*

*-Projects that benefit an individual more than the entire neighborhood.*

The Board all agreed to use the examples of eligible projects.

Anna asked for Board direction on the selection process, disbursement of funds and the application deadlines.

*Selection Process:*

*A selection committee of City staff will judge applications, based on availability of funds and the following criteria.*

*1. Preparedness*



- a. *Meets the minimum required match and proposed match is well documented and available to be expensed.*
  - b. *Budget is realistic and clearly organized*
  - c. *Well-planned project Design, ready for implementation.*
- 2. *Project Impact*
  - a. *Provides long term benefit to the neighborhood*
  - b. *Addresses a recognized problem or need within the neighborhood*
- 3. *Participation*
  - a. *Approval of the project by the HOA or NA Board*
  - b. *Broad-based neighborhood participation in the project*

*Disbursement of Funds:*

*Projects may begin only after application has been selected to receive the funds. Grant funds are not awarded in advance of the project. Funds are released for reimbursement through the submission of receipts of completed work and/or a completed volunteer hour form at the completion of your project.*

*Application Deadlines:*

*Application submission timeline starts January 1 of with the deadline of March 31 on an annual basis. Grants are limited to one application per year per organization. Applications can be submitted in person at Smithville City Hall (107 W Main St.) or through email.*

The Board directed staff to proceed with the wording in the draft policy.

### **3. Discussion of COVID Response**

Cynthia provided an update on items we continue to implement and follow-up on some direction from the Board from a prior meeting. At the meeting on October 19 the Board approved a policy that change COVID leave time to reinstate covered sick leave for those employees who are vaccinated beginning October 22. This provides a total of 14 days paid leave for employees who have been vaccinated or who have begun the vaccination process by receiving at least one shot or previously been granted a reasonable accommodation.

We do follow CDC guidelines, if an employee is exposed and is vaccinated but not showing symptoms so long as they are masked, they may remain at work. An unvaccinated employee who has been exposed is required to quarantine for 14 days. This time is reduced to 10 days if tested between days five and seven. An unvaccinated employee will have a minimum of 10 days out a maximum of 14 days out. A vaccinated employee, if they become symptomatic would need to quarantine. Per CDC guidelines we require vaccinated employees and unvaccinated employees both to be tested.

Last week, we had an exposure in one of our divisions. It is a division of seven employees. Three of those employees are vaccinated, four are not. One vaccinated employee tested positive is home on leave and is applying for use of

this policy. They are eligible for up to 14 days. They may return to work once they are non-symptomatic or past the 14 days per CDC guidelines. The other two employees that are vaccinated remain at work, wearing masks. The others did have to stay home in quarantine. All employees were tested between days five and seven of exposure. A total of four employees in that division have tested positive, two vaccinated and two unvaccinated.

As noted in the memo, we are requiring masks, this was not always a procedure that was followed in that division. This is why they were all asked to quarantine because they all had exposure of more than 15 minutes cumulative over 24-hour period of the positive individual.

Cynthia noted that she double-checked again on the CDC website today and Clay County is still listed as an area of substantial transmission. We will continue to follow the CDC guidelines as we have been and require masks indoors when employees are not able to keep at least six feet apart. If an employee is sitting at their own workstation and not moving around, they are not required to wear their mask.

We do not have it posted currently that the public is required to wear masks when entering the building but depending upon the meetings situations we have asked people to wear masks. We currently are limiting the number of meetings we have in person, when we do have meetings in person, we do try to ask people to mask. We do strongly urge virtual meetings and as you all are aware we have been doing virtual Board meetings since the beginning of the pandemic.

Staff has indicated that the next meeting for the Economic Development Committee would be held in person and anticipate some discussion with regard to this meeting.

Mayor Boley noted that if the Economic Development Committee wanted to meet in person, he did not see a reason why they could not. He does believe we should make sure we are offering the Zoom option for those that do not want to or cannot be in person.

Mayor Boley stated that the Board of Alderman meetings will remain Zoom meetings until the end of the year. He said if the Board would want to discuss meeting in person again after the first of the year, he is open to that. With getting into the holiday season, family time and travel, the last thing he wants is for someone to feel like they need to be in person and get exposed and then we have to quarantine and be away from family for the holidays. Mayor Boley believes we still need to continue to keep an eye on the Clay County numbers. He noted that in January and February we can begin in-person if we have a few people in the room, maintain distance and have a hybrid option available. He said he would like to know the Board's thoughts on having in-person meetings.

Mayor Boley asked the Board if they would want staff look into making changes to the COVID policy for employees or if they were good with the way it is written?

Alderman Hartman said that he stands with the way the policy is written. His question was for the ones who have tested positive through a PCR test through an authorized test through their doctor. He wondered if that changes anything for them, he said it is his understanding if they have the antibodies, they should be able to be treated the same as those who have been vaccinated.

Cynthia clarified that the CDC guidelines does not outline anything with regard to antibody information so that would make it very hard to be able to deal with.

Mayor Boley directed staff to keep the employee COVID policy as is. He asked the Board if they have any objections to the Economic Development Committee or Parks and Recreation Committee meeting in-person and having a hybrid option? He also asked if the Board was opposed to beginning in-person Board of Alderman meetings with the hybrid option in January?

The Board all agreed that the committee could meet in-person with the hybrid option and also in January to begin in-person Board of Alderman meetings with the hybrid option.

#### **4. Adjourn**

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:52 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN  
REGULAR SESSION**

November 16, 2021, 7:00 p.m.  
City Hall Council Chambers

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

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

**1. Call to Order**

Mayor Boley, present via Zoom, called the meeting to order at 7:11 p.m. due to the Board of Alderman Work Session running late. A quorum of the Board was present via Zoom meeting: John Chevalier, Marv Atkins, Steve Sarver, Dan Hartman, and Kelly Kobylski. Dan Ulledahl joined at 7:13 p.m.

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

**2. Pledge of Allegiance led by Mayor Boley**

**3. Consent Agenda**

- **Minutes**

- November 2, 2021, Joint School Board/Board of Alderman Meeting Minutes
- November 2, 2021, Board of Alderman Regular Session Minutes

- **Finance Report**

- Finance Report for September 2021

- **Resolution 996, Surplus Property**

A Resolution authorizing and directing the City purchasing agent to dispose of certain equipment in its possession as surplus and no longer of value.

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

No discussion.

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

**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

**4. Committee Reports**

Alderman Chevalier reported on the November 9 Planning and Zoning Commission meeting. The item they discussed is on the agenda for approval this evening.

**5. City Administrator's Report**

Cynthia noted the Direction Finder Surveys will be distributed beginning the week of December 1.

As of 4:00 p.m. today we now are up to 329 senior trash and recycling discount applications.

Staff has updated the planning calendar to include the 2022 meetings, work session discussions and awards of bids.

Mayor Boley noted that the March 15, 2022 meeting will be cancelled due to the school spring break and the April 5, 2022 meeting is moved to Monday, April 4, 2022 due to the election.

**ORDINANCES & RESOLUTIONS**

**6. Bill No. 2924-21, Amending Section 520.130, Right of Way Maintenance – 1<sup>st</sup> Reading**

Alderman Hartman moved to approve Bill No. 2924-21, repealing and replacing Section 520.130 of the Right of Way Maintenance of the City Code. 1<sup>st</sup> reading by title only. Alderman Atkins seconded the motion.

No discussion.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2924-21 approved first reading.

**7. Bill No. 2925-21, Richardson Street Plaza Overlay District – 1<sup>st</sup> Reading**

Alderman Hartman moved to approve Bill No. 2925-21, approving the Richardson Street Plaza Overlay District at the corner of Richardson Street and Northwest 169 Highway. Alderman Atkins seconded the motion.

No discussion.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2925-21 approved first reading.

**8. Resolution 997, Emergency Purchase**

Alderman Hartman moved to approve Resolution 997, acknowledging the emergency purchase of a six-inch water meter for the service at 1208 and 1210 South Commercial Street. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 997 approved.

## **OTHER MATTERS BEFORE THE BOARD**

### **9. Public Comment**

None.

### **10. Appointment**

The Mayor made the nomination of Karic Brown for the Economic Development Committee.

Upon roll call vote:

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

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

### **11. New Business from the Floor**

None.

### **12. Adjourn**

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

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

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Linda Drummond, City Clerk

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Damien Boley, Mayor



## Board of Alderman Request for Action

**MEETING DATE:** 7/12/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approve Resolution 999 awarding RFQ 21-18 to Surveying and Mapping, LLC. (SAM) for geographic information services in an amount not to exceed \$212,080.

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**RECOMMENDED ACTION:**

Approve Resolution 999

**SUMMARY:**

RFQ 21-18 for Geographic Information Services (GIS) was advertise September 3, 2021. Five proposals were received. A selection committee including Alderman Chevalier, Mayor Boley, Allen Jensen, Bob Lemley, Gina Pate, Jack Hendrix, and Chuck Soules interviewed three firms and are forwarding the recommendation for Surveying and Mapping LLC. (SAM) to complete the mapping of the City's infrastructure.

SAM has assisted many communities in setting up and maintaining GIS systems. The project will start with locating and surveying the water, sewer and storm sewer infrastructure. Street pavement condition indexes (PCI's) will also be included. Staff will work with Clay and Platte Counties for base mapping and aerial photography. SAM will locate all the City infrastructure on the base map. All the information gathered will be owned by the City.

The proposal provides for SAM to maintain the system but the City can also acquire separate licenses from ESRI for staff to edit and add new information.

The scope is attached for the Board's review. The first step of this project will take several months. The GIS system will need to be updated on an ongoing basis. Annual expenditures of approximately \$5,000 should be budgeted for updates and licensing.

**PREVIOUS ACTION:**

Project is included in the 2021 CIP

**POLICY ISSUE:**

Strategic Planning, Infrastructure Maintenance



**FINANCIAL CONSIDERATIONS:**

This Project is included in the 2021 CIP. Budgeted funds in both the General Fund and Utilities Funds will be used based upon the cost of the infrastructure being identified. An annual budget for licensing and updates should be included in future City budgets.

**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: proposal |  |

## RESOLUTION 999

### **A RESOLUTION AWARDDING RFQ 21-18 TO SURVEYING AND MAPPING, LLC. (SAM) FOR GEOGRAPHIC INFORMATION SERVICES IN AN AMOUNT NOT OT EXCEED \$212,080**

**WHEREAS**, the fiscal year 2022 budget allocated funds for a Geographic Information System; and

**WHEREAS**, the City issued a Request for Qualifications, RFQ 22-18; and

**WHEREAS**, a selection committee reviewed the submissions and conducted interviews with the three most qualified respondents; and

**WHEREAS**, the committee recommends SAM as the best proposal for the process; and

**WHEREAS**, staff has completed negotiations with SAM for the development of the GIS system in an amount not to exceed \$212,080.

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

**That** the Mayor is hereby authorized to execute an agreement with Surveying and Mapping, LLC for the completion of a Geographic Information System for the City of Smithville in an amount not to exceed \$212,080.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of December 2022.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## PROFESSIONAL FIRMING 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 SAM, LLC. ("Firm" or "Firm" or "Firm") a LLC Corporation registered to do business in the State of Missouri located at 501 N. Market, Maryville, Mo 64468

WITNESSETH:

WHEREAS the City desires to procure geographical information system services pertaining to City infrastructure, planning and parks and is desirous of retaining a Firm for such works for a term of three years; and

WHEREAS the Firm is qualified by experience and training and is willing to perform the geographical information systems services necessary to said work.

WHEREAS the City issued RFQ 21-18 Geographic Information Systems Services on September 3, 2021, a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Firm provided a response on the 28<sup>th</sup> day of September 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Firm 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 Firm 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:** Firm 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 Firm shall not exceed \$212,080.00. 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 Firm claims. Firm 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 Firm within \_\_\_\_\_ days of the Notice to Proceed on this Agreement or by the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**5. NOTICES** Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Firm shall be sent to the Firm 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 Firm represents to the City that it is fully experienced and properly qualified as a professional Firm to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Firm 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, losses, and judgement by reason of any negligent act, omission or representation of the Firm or of its subcontractors, agents, and employees, including reasonable attorney's fees.

Firm 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 Firm will indemnify and hold the City harmless for all damages and liabilities, including reasonable 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 Firm will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Firm 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 in the aggregate. The Firm will provide the City with a Certificate of Insurance evidencing the same and excluding Professional Liability and Workers Compensation policies shall name 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 Firm 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 Firm's failure to maintain the required insurance in effect, the City may order the Firm to immediately terminate its work until the breach has been cured or terminate this Contract.

**7. COMPLIANCE AND REQUIREMENTS:** The Firm shall perform its services consisted with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances ("The Standard of Care"). Firm shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Subject to the Standard of Care all work, labor and materials to be furnished and performed by the Firm 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 Firm makes satisfactory progress and performs all of its obligations in accordance with the Standard Care or pursuant to all the terms and conditions of this Agreement.

**8. CORRECTION OF DEFAULTS:** The Firm 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 Firm from responsibility for any defect in materials and workmanship.

**9. ASSIGNMENT:** The Firm shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Firm 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 Firm warrants and represents that neither the Firm 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 Firm 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 Firm 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 Firm.

**12. COMPLIANCE WITH LAW:** This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Firm 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. Firm 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 Firm 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 RFQ#21-18 Geographic Information Systems Services, AFFIDAVIT OF WORK AUTHORIZATION and

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

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

**14. UNITED STATES GOODS:** Firm 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 Firm as partners in a partnership or joint venture for any purpose whatsoever.

**16. NO PERSONAL LIABILITY OF CITY PERSONNEL:** Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City, nor any partner or employee of the Firm shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Firm.

**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 Firm.

**18. RECORDS:** The Firm 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 Firm 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 Firm involving the transactions related to this Agreement.

**19. SURVIVAL OF WARRANTIES:** All warranties and representations of the Firm 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. Firm 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 Firm shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving

the Firm 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 Firm 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:** Firm shall pay all license, royalty or similar intellectual property fees or costs. Firm shall hold City harmless and shall indemnify and defend (in a joint defense approach) 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 Firm.

**24. CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Firm 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 Firm 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** – Contingent upon full payment of undisputed amounts in accordance with this Agreement, the parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Firm in the performance of Firm'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 Firm upon request so long as the City is not in default under other terms of this Agreement. City grants the Firm the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Firm in the performance of Firm'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 Firm, without prejudice to any other rights or remedies of the City should the Firm be in breach of this Agreement, be adjudged a bankrupt, or if Firm should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Firm, or if Firm 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 Firm.

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 Firm to which the same may apply and, until complete performance by the Firm 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 Firm shall pay, at the Firm'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 Firm will be approved unless the Firm 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: \_\_\_\_\_

FIRM SAM, LLC

By: [Signature]

Title Dir of GIS operations

**Exhibit A**

RFQ#21-18 Geographic Information Systems Services

**Exhibit B**

Scope of Work

**Exhibit C**

Firm's Response to RFQ#21-18 Geographic Information Systems Services

Which the City received on or about the 28<sup>th</sup> day of September 2021.

## Project Kick-off

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of Smithville to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kick-off meeting:

## COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

## SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Smithville throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for “Traffic Control for Field Engineering & Surveyors” and “Confined Spaces”. Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



## PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Smithville during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

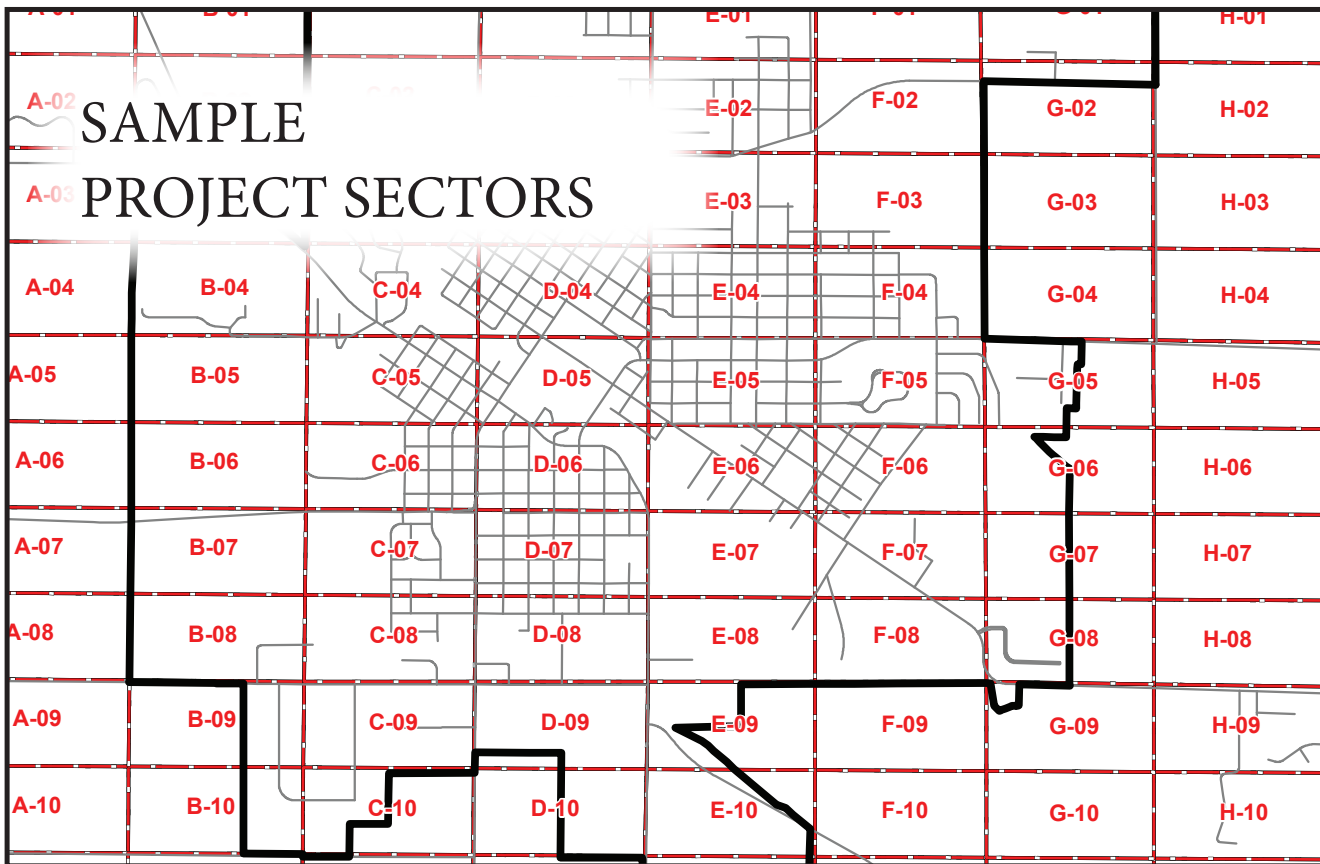
## WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on to the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Smithville.

## PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Smithville describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.



## GEODATABASE DESIGN WORKSHOP

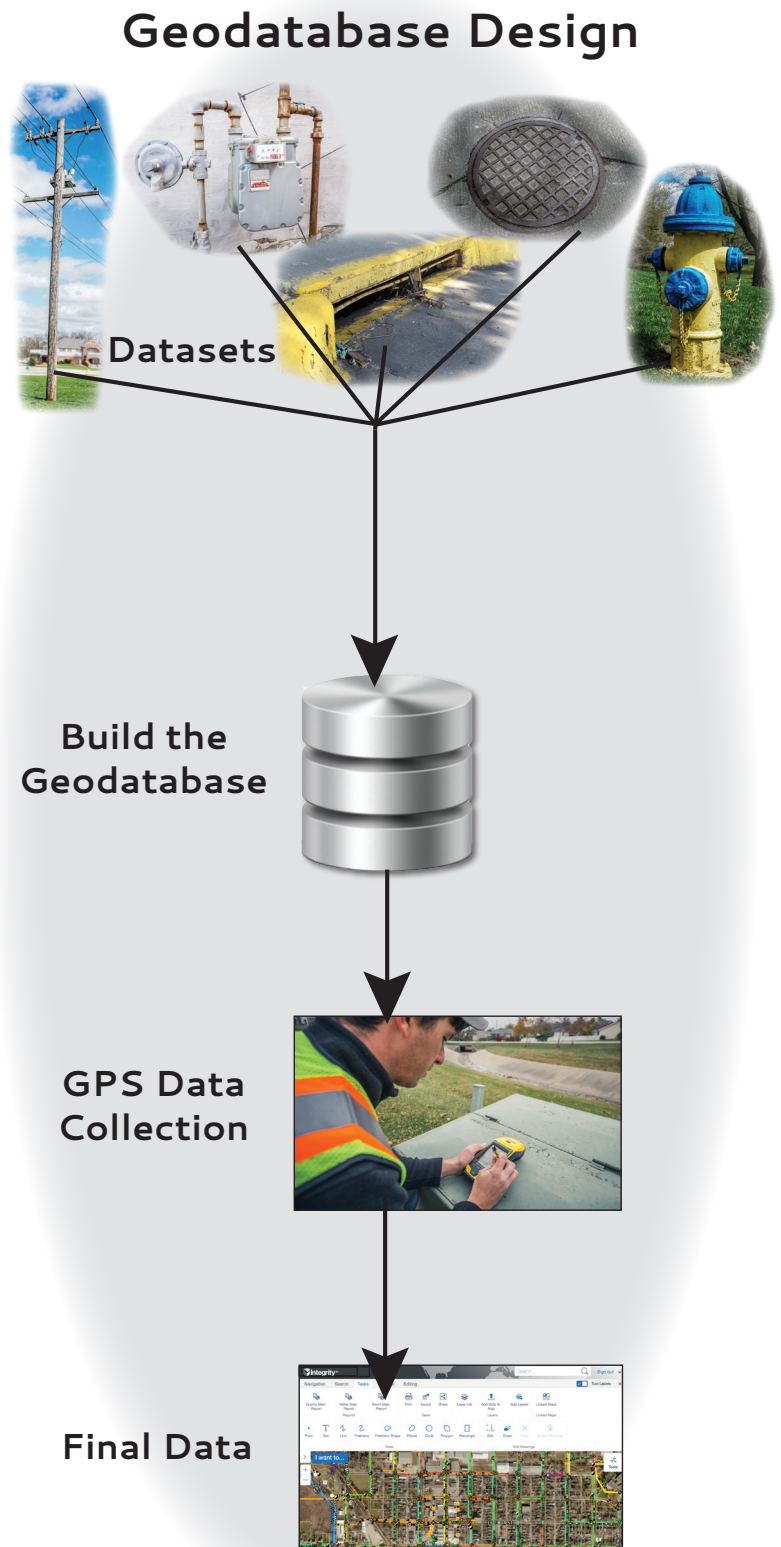
The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

When creating the overall design of the geodatabase for Smithville, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Smithville. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate spatial database
- Define relationship classes
- Define topological enforcement rules
- Ensure multi-user access and editing capabilities

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.





## GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy ( $\pm 2$  centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy ( $\pm 4$  inches).



For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's storm water, sanitary sewer, and water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Smithville. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for sanitary sewer and storm water utility features. Captured features through GPS surveys will include all features designated by Smithville during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Smithville. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Smithville and minimizing the impact on city staff.

## DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

## DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office in Maryville, MO.

Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.



## GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Smithville project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

## Storm Water Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the storm water facilities. Aboveground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

### STORM WATER STRUCTURES TO BE LOCATED:

- Manholes
- Boxes
- Inlets
- Outfalls
- Junctions

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection.

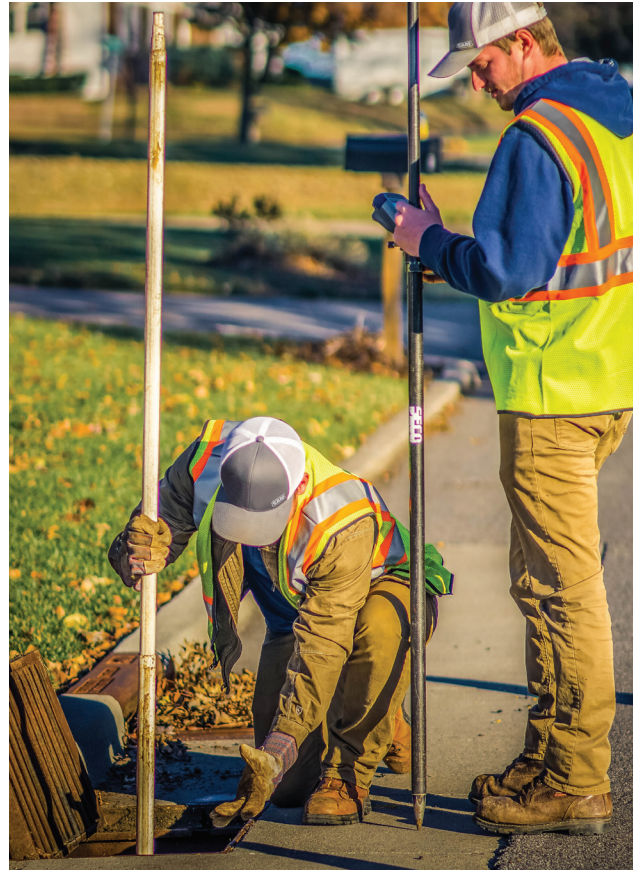
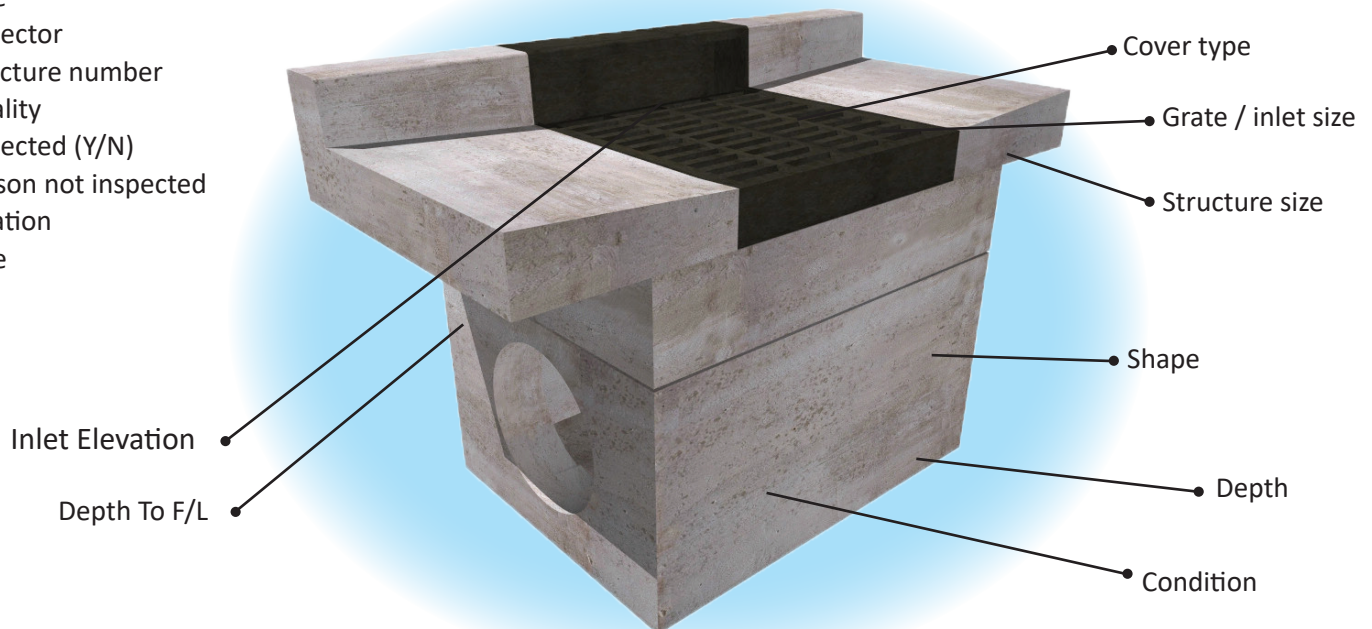
### STORM WATER FIELD ATTRIBUTE COLLECTION

SAM will collect the storm water attribute data during this phase of the project. Any storm water structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified storm water structures.

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

### STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Date
- Inspector
- Structure number
- Locality
- Inspected (Y/N)
- Reason not inspected
- Location
- Type







## Sanitary Sewer Network GPS Field Data Collection

SAM will GPS locate the features associated with the city's sanitary sewer system. Typical features that are collected during this phase of the project include:

- Manholes
- Lift stations
- Force main valves
- Lamp holes (if present)
- Pre-located force main locations

In the event that Smithville is unable to identify the approximate location of the force main, as-built drawings will be utilized to retrace the location of the force main line. If the city's staff is unable to locate portions of the gravity main system during the cleanup phase, SAM will COGO as-built drawings into the GIS. This data will be loaded into the GPS controller and will be used to navigate to the approximate locations of the lost or buried manholes.

### DATA COLLECTION SPECIFICATIONS:

- For consistency purposes, the north rim of the manhole will be located during the project.
- SAM will mark each manhole with survey marking paint after each manhole has been identified.
- Manholes that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods (total station or level rod). All data will be coded as to the method of collection utilized.

## How important is accurate GIS data for sanitary sewer?

The US received a **D+** overall for Sanitary Sewer Infrastructure according to the **American Society of Civil Engineers (ASCE)** Report Card for US in 2021.

**56 million** more people are expected to be added to a public sanitary sewer system by 2032 in the US – an increase of 23%.

There are over **800,000 miles** of public sewer lines in the US whose aging makes them more susceptible to structural failure, blockages and overflows.

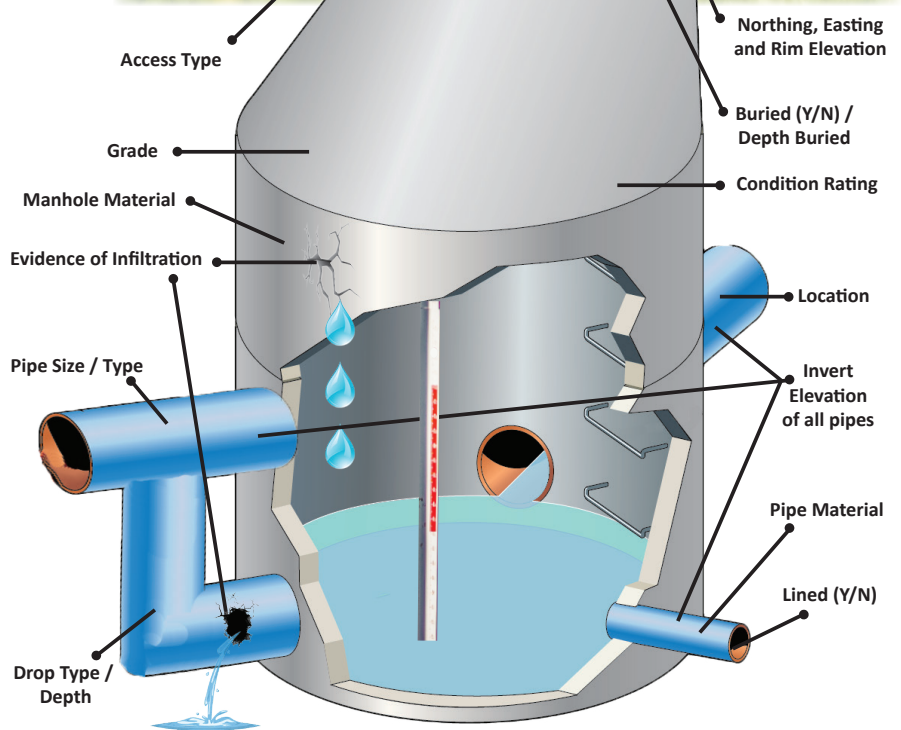
The ASCE recommends an asset management system for all utility networks.

## SANITARY SEWER FIELD ATTRIBUTE COLLECTION

SAM will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Manholes will be opened, inspected and attribute data collected. Any manholes that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified manholes.

Utilizing traditional survey measurement methods, SAM will obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size. This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process SAM discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions or overflows), the appropriate staff will be immediately contacted.

All field data will be predefined during the kick-off meeting to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes.



The Environmental Protection Agency estimates that up to **75,000 sanitary sewer overflow** events occur in the US each year.



## Hydrant attributes

- Barrel color
- Steamer (Y/N)
- Bonnet Color
- Storz Connection (Y/N)
- Manufacturer
- Manufactured year
- X, Y, Z coordinates



## Waterline attributes

- Pipe diameter
- Pipe material

## Valve attributes

- Type
- X, Y, Z coordinates

## Water Network GPS Data Collection

SAM will GPS field locate the following utility features for the water network within the project limits:

- Hydrants
- Hydrant valves
- Valves

Through RTK survey-grade GPS methods, SAM will locate the water network contained within the defined project limits. Captured features through GPS surveys will include all features designated by the city during the planning phase of the project. *This proposal does not include the data collection of curb stops or water meters.*

After thorough investigation by SAM field staff, a report containing all waterline network features that were not found or that were found to be inaccessible will be submitted to the city. SAM will work with city staff to locate utility features during the cleanup phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for the city and minimizing the impact on city staff.

GPS surveys will be referenced to the state's plane coordinate system to allow for direct insertion into the city's GIS. Horizontal (x,y) coordinates will be obtained in the field for the water facilities. Features will be collected with centimeter-accurate GPS methods.

All data collected will be downloaded nightly and transferred via the internet to the SAM GIS office in Maryville, MO where it will be backed up nightly.

The US received a **C- grade overall** for Drinking Water Infrastructure according to *American Society of Civil Engineers Report Card for US in 2021*. Asset management programs for water networks are encouraged by ASCE to support the improvement efforts of utilities.



As many as  
**300,000**  
water main breaks have  
occurred each year since 2012

**\$1 Trillion**  
in investment is needed  
to maintain and expand  
service to meet demands  
over the next 25 years

There are  
**2.2 million miles**  
of drinking water infrastructure  
across the US

**47%**  
of all water distribution  
maintenance work by utilities is  
reactive and done as systems fail

Everyday nearly  
**6 billion gallons**  
of treated water is lost  
due to leaking pipes

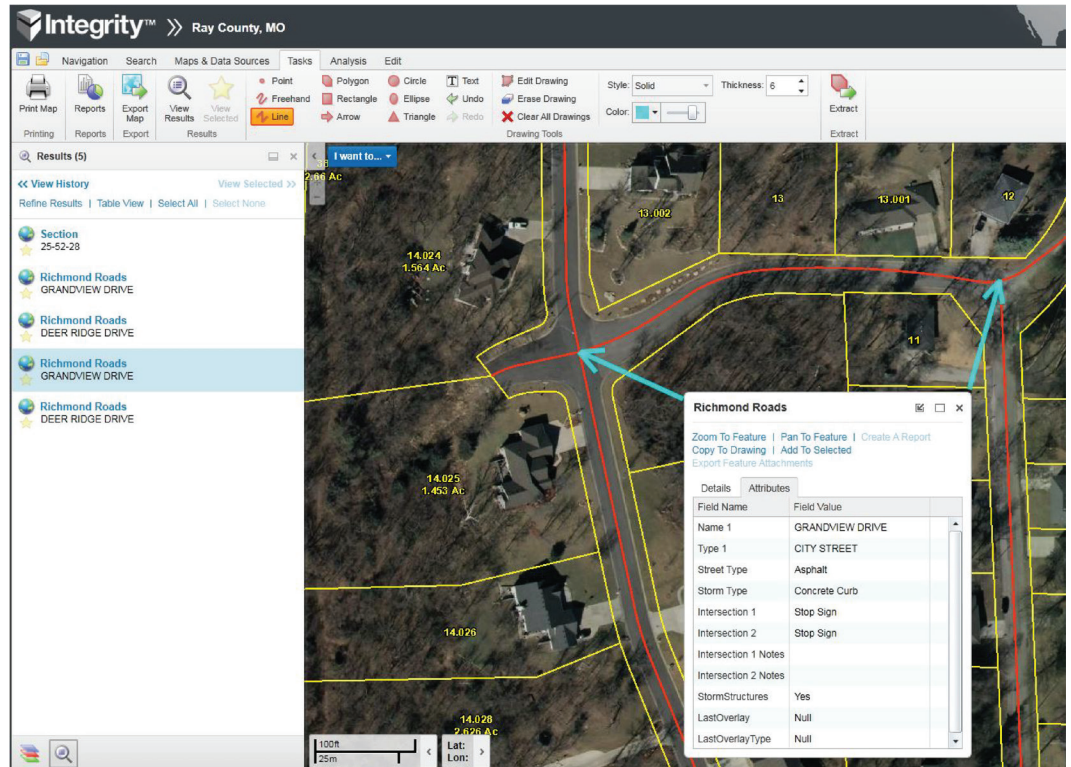


## Pavement Condition Index Data Integration

SAM will set up a unique road centerline data layer within the city's existing geodatabase to set up a Pavement Condition Index data layer. The road centerline will be a combination of Clay County's existing road centerline data. The road centerlines will be broken intersection to intersection to allow the city to enter specific pavement information for each road segment in the GIS mapping system.

The GIS road centerline layer will contain the following attribute fields for pavement management:

- Surface Type
  - Concrete
  - Asphalt
  - Chipseal
  - Gravel
- Condition
  - Excellent
  - Good
  - Fair
  - Poor
  - Very Poor
- Function
  - Primary
  - Secondary
  - Residential
  - MoDOT
- PASER Rating
  - 1-10
- Age
- Comments
- Treatment Date



SAM will provide one (1) hour of remote training on how to edit the pavement management data layer within the city's existing GIS website.

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

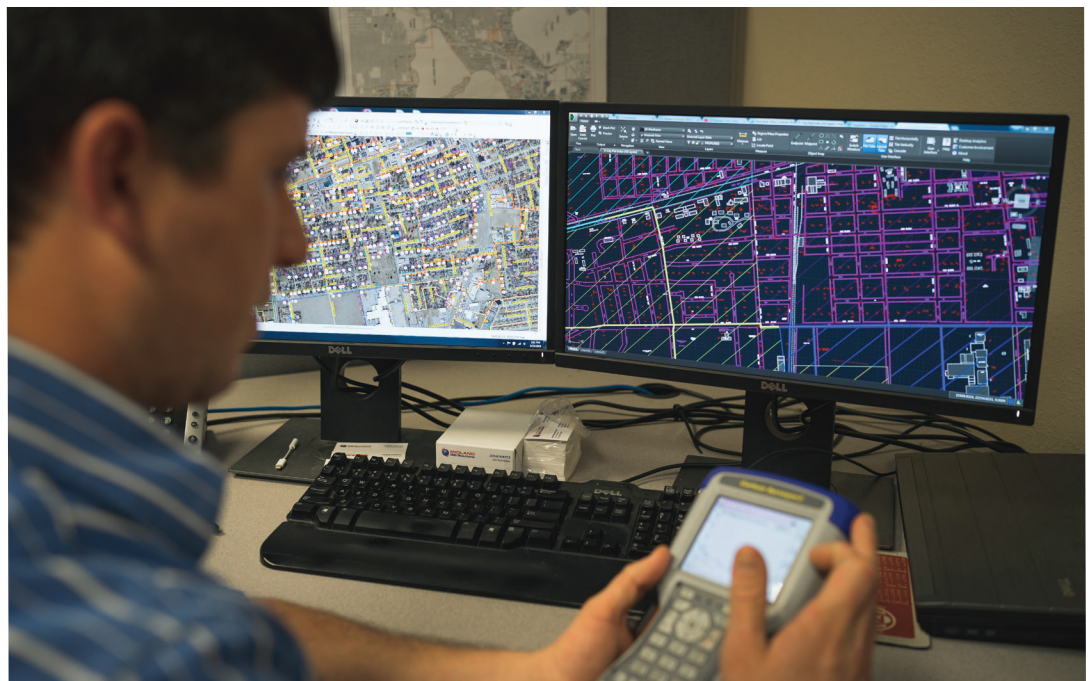
### BASE MAP AND THIRD-PARTY DATA LAYERS

SAM will integrate the most current and available digital aerial photography of the project area, provided by the City of Smithville, into the GIS program. The raster datasets created will be viewed as a continuous, seamless image across the entire project area and adjusted for color and contrast to meet the specifications of the city.

SAM will incorporate all available cadastral map data layers from Clay County, Missouri into the GIS program upon request. The City of Smithville is responsible for any cost associated with acquiring the GIS data from Clay County. Incorporating these data layers will establish a base map for the city's GIS program.

### MAP AND DATA DEVELOPMENT

Sanitary sewer and storm water line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer and storm water line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.



Water distribution mains will be developed by combining exact GPS locations of above ground features with as-built/ AutoCAD drawings to determine the best representation of those networks. Individual water main segments will have diameter and material attributes associated with them. All lines will be checked in a quality assurance process to ensure a clean network.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Smithville. The QA/QC process listed in the Statement of Qualifications will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.



## ArcGIS Enterprise and Portal Implementation Services

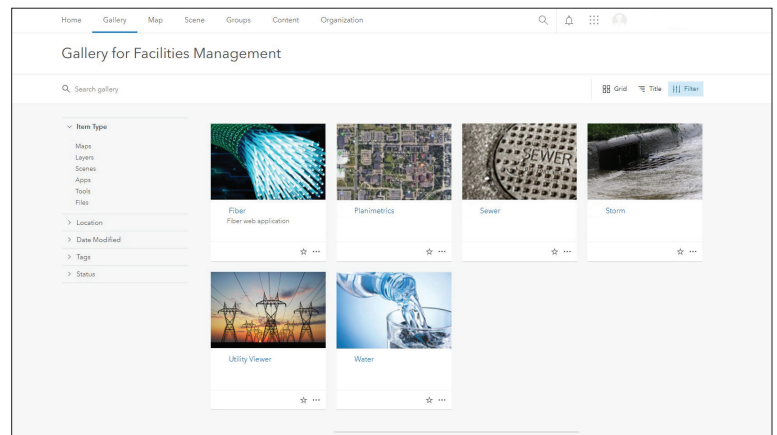
SAM's GIS team has designed and implemented hundreds of Esri enterprise GIS systems. We have the ability to provide on-site enterprise implementation services as well as hosted portal services. Clients who desire a more comprehensive GIS system can benefit from our full implementation and update services, as well as training that can be performed on-site or remotely. Hosted enterprise solutions can benefit organizations who do not want the ArcGIS enterprise investment or internal administration of the full enterprise suite.

SAM's expert GIS implementers will design your system in accordance with organizational goals and security needs by first installing and configuring the ArcGIS Enterprise Suite including:

- Portal
- ArcGIS Server
- Web Adaptor
- ArcGIS Data Store

Once set-up is complete, SAM will implement the following to operate the GIS system as desired by the client:

- Grant permission to data directories
- Create GIS SQL database and set permissions
- Enable GIS database to create SDE geodatabase
- Author and publish map services from data sources
- Author web maps
- Build necessary web applications using Web AppBuilder for ArcGIS
- Create Collector application for devices that are collection and editing



An Operational Dashboard will be developed to organize the viewing, accessibility and management of the client's data.

## ARCGIS ONLINE DEVELOPMENT SERVICES

SAM can provide design and development services to deploy and integrate with Esri's ArcOnline viewer tools. This option benefits organizations who do not want the ArcGIS enterprise investment or internal administration of the full enterprise suite. SAM's GIS staff can configure your ArcOnline viewer and set-up designated user permissions and licensing through Esri.

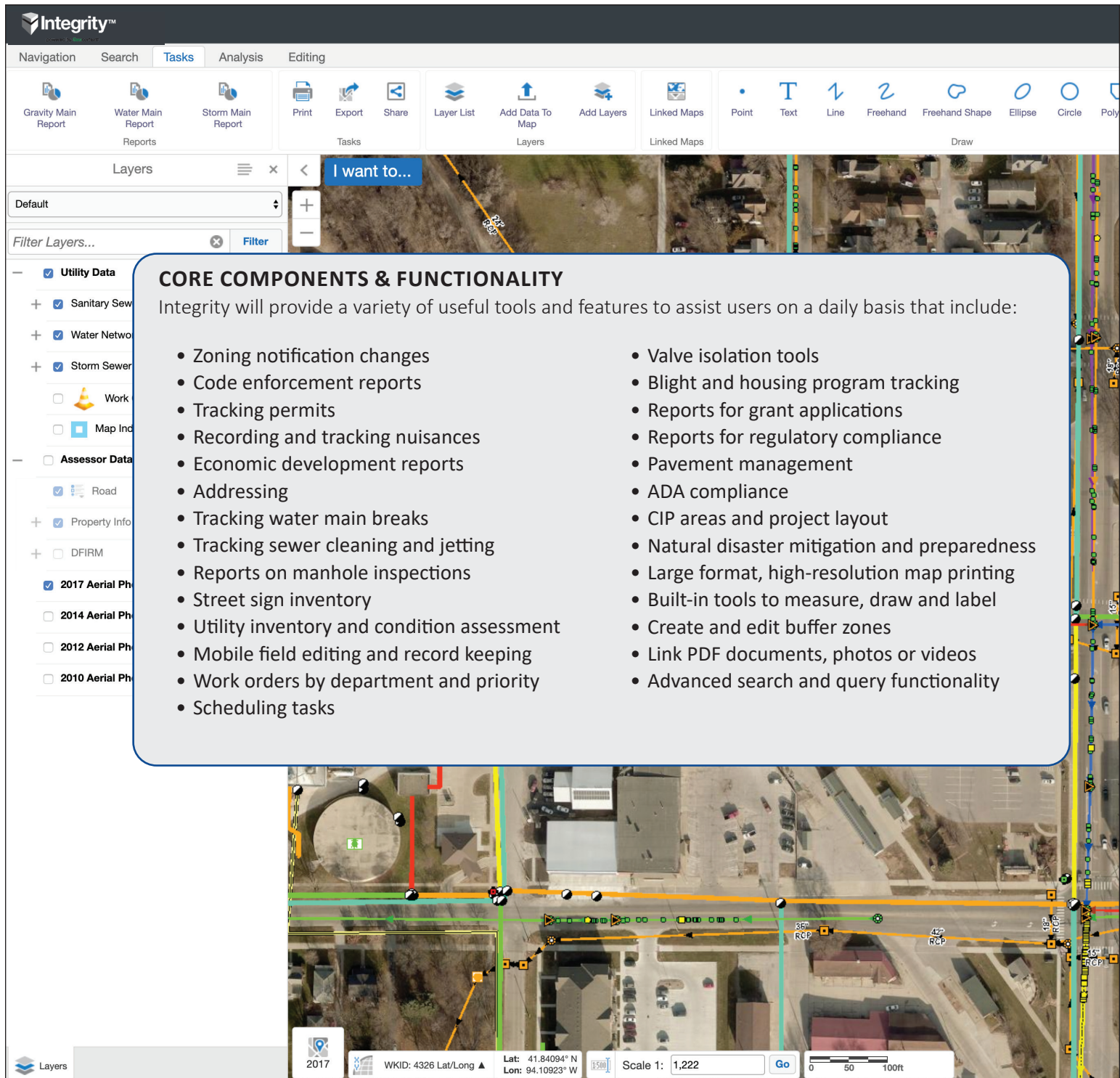


Utilizing ArcOnline, SAM can provide integration and training for clients using our integrity web-based GIS program or third-party Esri application in order to work with their GPS equipment. This configuration and set-up allows our clients to streamline the GPS update process for field personnel and push new data directly into their application.



## Integrity™ Web-based GIS and Asset Management

Built by SAM on Esri technology, Integrity is a web-based and mobile GIS software solution to edit, maintain and analyze GIS data. With built-in workflows for daily operations and utility asset management for municipal government, users can quickly access their mapping data on any computer or mobile device, increasing efficiencies in communication throughout various departments and to constituents. SAM developed Integrity to provide our clients with a user-friendly and cost-effective tool to access and update their GIS data in a multi-user environment.



The screenshot displays the Integrity web-based GIS interface. The top navigation bar includes tabs for Navigation, Search, Tasks, Analysis, and Editing. Below this is a toolbar with icons for Gravity Main Report, Water Main Report, Storm Main Report, Print, Export, Share, Layer List, Add Data To Map, Add Layers, Linked Maps, and a Draw section with tools like Point, Text, Line, Freehand, Freehand Shape, Ellipse, Circle, and Poly. The main map area shows an aerial view of a residential area with overlaid utility lines. A search bar with the text "I want to..." is visible. On the left, a Layers panel lists various data layers, including Utility Data (Sanitary Sewer, Water Network, Storm Sewer), Assessor Data (Road, Property Info, DFIRM), and Aerial Photography (2017, 2014, 2012, 2010). A central text box titled "CORE COMPONENTS & FUNCTIONALITY" lists various tools and features available in the software.

### CORE COMPONENTS & FUNCTIONALITY

Integrity will provide a variety of useful tools and features to assist users on a daily basis that include:

- Zoning notification changes
- Code enforcement reports
- Tracking permits
- Recording and tracking nuisances
- Economic development reports
- Addressing
- Tracking water main breaks
- Tracking sewer cleaning and jetting
- Reports on manhole inspections
- Street sign inventory
- Utility inventory and condition assessment
- Mobile field editing and record keeping
- Work orders by department and priority
- Scheduling tasks
- Valve isolation tools
- Blight and housing program tracking
- Reports for grant applications
- Reports for regulatory compliance
- Pavement management
- ADA compliance
- CIP areas and project layout
- Natural disaster mitigation and preparedness
- Large format, high-resolution map printing
- Built-in tools to measure, draw and label
- Create and edit buffer zones
- Link PDF documents, photos or videos
- Advanced search and query functionality

## WEB DESIGN AND DEVELOPMENT

If not already in place, SAM will assist with Esri Organizational account set up for the Client. Organizational user accounts from Esri are required in order to utilize the GIS program. The client is responsible for all costs incurred through Esri user accounts. SAM will ensure data is secured and services that are published are organized and accessible in order to implement the Integrity web viewer. SAM will setup a customized SAM Integrity viewer. Developed on the HTML5 platform, the GIS website will allow the accessibility of GIS data via any tablet or mobile iOS, Apple, Android or Windows device. SAM will setup and incorporate the following Esri GIS datasets for the GIS website:

- All GIS data designed and created by SAM under the scope of this project
- Any Esri “GIS ready” shapefile data and aerial photography provided by the client

SAM will register a domain name through GoDaddy.com and configure Transport Layer Security (TLS). This standard security protocol will establish encoded links between the web server and browser in order to protect the privacy and exchange of data. The suggested web domain will be:

<https://smithville.integritygis.com>

SAM will route the Domain Name Service (DNS) numbers to our dedicated web servers. SAM will test the domain name once transferred to our web server for quality control purposes.

## WEB MAINTENANCE

SAM will publish the GIS data to the client’s Esri ArcGIS Online Organizational Account and then consume the web services into the Integrity Interface. Maintenance services for the Integrity GIS program include:

- Functional Interface with workflows from Geocortex
- 24/7 unlimited site access via the internet
- TLS secure protocol to protect your online data
- Administration control of users
- Multiple-user environment
- Back-end system administration to ensure the GIS program is functioning and accessible
- Esri Organizational Account Management

## PROGRAM TRAINING

SAM provides comprehensive training and support for every level of service provided, including on-site and remote training for the Integrity program. As part of this project, four (4) hours of on-site GIS website training will be provided to the client’s staff.

## Advantages of Integrity web-based GIS

- Unlimited users
- Cross platform functionality
- HTML5 mobile
- Full editing rights
- Asset management
- Work order modules
- Password protected
- Integrated with County data
- Print high-resolution maps
- Advanced search and report tools
- Email and share maps
- Utility maintenance tables

After the staff at the City of Smithville has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped storm water, sanitary sewer and water data will be uploaded into the city's geodatabase and also integrated into the city's Integrity GIS website or ArcGIS Online viewer. Pavement management data will also be incorporated into the geodatabase and into the city's Integrity GIS website or ArcGIS Online viewer. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for storm water, sanitary sewer and water utility features.
- Esri map documents (.mxd)
  - 11x17 truck book map documents (for each utility)
  - 36x36 100-scale map documents (for each utility)
- Two (2) sets of bound 11x17 truck books (for each utility)
- One (1) full system wall map (for each utility)
- Integration of Pavement Condition Index data layer
- Integrity GIS website development and implementation
- ArcGIS Online viewer tool
- Four (4) hours on-site GIS training for staff
- Annual GIS website maintenance

**GPS DATA COLLECTION & GIS DEVELOPMENT**

*Fees are based on the number of estimated utility features as provided to SAM by the City of Smithville.*

Sanitary Sewer Utility Network	\$72,830.00
Water Utility Network	\$49,450.00
Storm Water Utility Network	\$65.00 / Structure*
Pavement Condition Index Integration	\$4,200.00

*\*Based on the information provided, SAM recommends a budget of \$78,000.00 for the Storm Water Utility Network*

**OPTION 1 - INTEGRITY GIS WEBSITE & MOBILE**

Integrity GIS Website Development	\$4,000.00
Annual GIS Website Maintenance	\$3,600.00/Year

**OPTION 2 - ARCGIS ONLINE**

ArcGIS Online Setup	\$4,000.00
ArcGIS Online Maintenance	\$3,000.00
Single Required Creator License	\$500/year*

*\*Additional licenses will be required for additional users*

*Ownership of data created under this proposal or added by city staff shall belong to the City of Smithville. SAM claims no copyright of any nature relative to any data developed under this proposal or corresponding agreement.*



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1000 – Approving a sole source purchase with Ray Lindsey Company in the amount of \$57,424.47

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### **REQUEST FOR BOARD ACTION**

A motion to approve RES 1000, authorizing expenditure for replacement of Ultra – Violet bulbs at the Wastewater Treatment Plant with Ray Lindsey Company in the amount of \$57,424.47

### **SUMMARY:**

The Waste Water Treatment Plant uses ultra-violet (UV) disinfection as a final process to eliminate coliform bacteria before discharging the effluent into the Little Platte River. These UV bulbs need to be replaced at a regular interval to maintain their effectiveness. Staff does a great maintaining the bulbs and cleaning them every season to extend the useful life. There are 64 bulbs and wipers and other miscellaneous parts to replace. These bulbs have been in service since 2007.

The budget included \$40,000 in 2022 for the replacement. There is sufficient funding in the combined Water and Wastewater Fund for this expenditure.



**PREVIOUS ACTION:**

None

**POLICY ISSUE:**

Maintaining infrastructure.

**FINANCIAL CONSIDERATIONS:**

Funds for repairs and maintenance for infrastructure are available in the Water and Waste Water Utility Combined budget.

**ATTACHMENTS:**

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes



## **RESOLUTION 1000**

### **A RESOLUTION APPROVING A SOLE SOURCE PURCHASE WITH RAY LINDSEY COMPANY IN THE AMOUNT OF \$57,424.47**

**WHEREAS**, the City of Smithville uses ultra-violet (UV) technology at the Waste Water Treatment Plant for disinfection of the plants effluent before discharging into the Little Platte River; and

**WHEREAS**, the UV system was installed in 2007 and the bulbs have met their service life and need to be replaced; and

**WHEREAS**, Ray Lindsey Company is a sole source supplier for the UV bulbs and a registered service technician for the City's UV disinfection system

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

**THAT** the Board approves the sole source purchase with Ray Lindsey Company in the amount of \$57,424.47

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 7<sup>th</sup> day of December, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



17221 Bel Ray Place  
Belton, MO 64012

Phone: 816-388-7440

Fax: 816-388-7434

Ray Lindsey Company

## Quote

Date	11/17/2021
Quote No.	Q20153731

Name / Address
City of Smithville 1 Helvey Park Drive Smithville, MO 64089

Ship To
City of Smithville 816-985-8371 Attn: Bob Lemley 1 Helvey Park Drive Smithville, MO 64089

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	11/24/2021	EMJ	BEST WAY	FACTORY	

Qty	Item Description	Unit Cost (ea)	Extended Price
64	Trojan PN# 794447-ORD LAMP	408.00	26,112.00
7	Trojan PN# 316144P SLEEVE SEALING O-RING PKG OF 10	2.33	16.31
66	Trojan PN# 327122 WIPER SEAL KIT	33.33	2,199.78
1	Trojan PN# 327027P FITTING, INTER WIPER STRAIGHT PKG OF 10	9.33	9.33
1	Trojan PN# 327066P FITTING, INTER WIPER 90 DEG ELBOW PKG OF 10	14.67	14.67
2	Trojan PN# 015509 SENSOR CABLE KIT	166.67	333.34
2	Trojan PN# 015239 SENSOR SLEEVE	167.00	334.00
1	Trojan PN# 901507 ACTICLEAN CLEANER GEL CASE OF 4	224.00	224.00
1	Trojan PN# 005066 FOOD GRADE GREASE	15.67	15.67
1	Trojan PN# 444961 SWITCH	211.00	211.00
1	Trojan PN# 327125-180PLGTOP CANISTER ASSY	84.33	84.33
1	Trojan PN# 327125-180STDMID CANISTER ASSY	84.33	84.33
1	Trojan PN# 327125-020STDMID CANISTER ASSY	84.33	84.33
1	Trojan PN# 327125-020STDCYL CANISTER ASSY	84.33	84.33
1	Trojan PN# 327125-180SNRCYL CANISTER ASSY	78.67	78.67
1	Trojan PN# 327125-180SNRMID CANISTER ASSY	78.67	78.67
1	Trojan PN# 327125-180PLGBOT CANISTER ASSY	84.33	84.33
1	Trojan PN# 917662-002 HMI UPGRADE KIT WITH PROGRAMMING	10,112.00	10,112.00
2	Trojan PN# 326421A0540ST MANIFOLD ASSEMBLY INCLUDES NIPPLES AND COUPLERS	3,173.33	6,346.66
4	Trojan PN# 907624-04F157BL HOSE ASSEMBLY RETRACT WITH COUPLERS FOR RIGHT SIDED MODULES	337.67	1,350.68

	<b>Total</b>
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17221 Bel Ray Place  
Belton, MO 64012

Phone: 816-388-7440

Fax: 816-388-7434

Ray Lindsey Company

## Quote

Date	11/17/2021
Quote No.	Q20153731

Name / Address
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Ship To
City of Smithville 816-985-8371 Attn: Bob Lemley 1 Helvey Park Drive Smithville, MO 64089

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	11/24/2021	EMJ	BEST WAY	FACTORY	

Qty	Item Description	Unit Cost (ea)	Extended Price
4	Trojan PN# 907624-04M078BL HOSE ASSEMBLY EXTEND WITH COUPLERS FOR RIGHT SIDED MODULES	243.67	974.68
4	Trojan PN# 907624-04F083BK HOSE ASSEMBLY RETRACT WITH COUPLERS FOR LEFT SIDED MODULES	292.67	1,170.68
4	Trojan PN# 907624-04M162BK HOSE ASSEMBLY EXTEND WITH COUPLERS FOR LEFT SIDED MODULES	292.67	1,170.68
5	Labor Service ONE WEEK (5 DAYS) LABOR INCLUDING INSTALLATION AND TRAINING	1,250.00	6,250.00

	<b>Total</b>	\$57,424.47
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## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1001 – A Resolution Awarding RFP 22-02 , First Street water main extension to Menke Excavating

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**RECOMMENDED ACTION:**

A motion to approve Resolution 1001.

**SUMMARY:**

Last summer, the City had a watermain break on the line that loops Highway 169 to First Street, across the access road on the south side of the storage facility. This line is a 4" cast iron in poor condition and that due to significant fill being placed overtop was 18- to 20-feet deep. Once exposed we could not fix the leak because we could not hold the excavation safely.

The line was shut off at First Street and at Highway 169. All customers remained in service. This project is to replace the line outside the fill at a reasonable depth (42 inches deep). This will provide the looped system needed to maintain service to the area from two directions.

The City received five bids with Menke Excavating providing the lowest bid at \$47,112. The authorization includes a \$5,000 force account for any overages or unknown issues, providing a total authorization of \$52,112.

**PREVIOUS ACTION:**

Project is included in the 2022 CIP

**POLICY ISSUE:**

Infrastructure Maintenance

**FINANCIAL CONSIDERATIONS:**

This Project is included in the 2022 CIP with a budget of \$35,000. The budget includes \$500,000 for engineering for the West Bypass of the 144th Lift Station. Authorization 94 with HDR for the engineering was only \$346,050. Therefore, savings from this project will cover the additional cost.

**ATTACHMENTS:**

- ☐ Ordinance
- ☒ Resolution
- ☐ Staff Report

- ☐ Contract
- ☐ Plans
- ☐ Minutes

☒ Other: Bid Tab

## **RESOLUTION 1001**

### **A RESOLUTION AWARDDING RFP 22-02 FIRST STREET WATERMAIN EXTENSION TO MENKE EXCAVATING**

**WHEREAS**, bids for the First Street Watermain Extension (Highway 169 and Bridge Street Waterline Improvement) were received on November 30, 2021; and

**WHEREAS**, the City received five bids with Menke Excavating providing the most responsive bid with a cost of \$47,112.

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

**That** authorizing the Mayor to sign an agreement and awarding RFP 22-02 to Menke Excavating in an amount of \$47,112 and authorizing a force account of \$5,000 for a total project cost of \$52,112.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of December, 2021.

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Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

## Engineer

Menke Excavating

Timco Services

Engemann Drainage

Amino Bros

### Kissick Cons

[illegible]



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1002, Awarding Bid No. 22-03 for the purchase of a large format plotter

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### **RECOMMENDED ACTION:**

A motion to approve Resolution 1002, awarding Bid No. 22-03 to SumnerOne for the purchase of a large format plotter in an amount of \$7,707 and authorizing the City Administrator to enter into a Service Agreement with SumnerOne.

### **SUMMARY:**

Proposals for the purchase of a Large Format Plotter, RFP 22-03, were received and opened on November 30, 2021. The RFP requested that the large format printer have plotting, printing, copying, and scanning capabilities. The agreement includes the purchase, installation, training, and warranty.

The City reached out to multiple firms and placed the bid proposal on the City's website.

The City received three submissions:

<b>Firm</b>	<b>Equipment</b>	<b>Purchase Price</b>	<b>Lease Price</b>
Canon Solutions America, Inc.	36" imagePROGRAF TX-3100 MFP Z36	\$9,697.92 (with second paper roll)  \$8,874.00 (single roll)	60 Month Lease: \$183/mo. (with second paper roll)  \$167/mo. (single roll)
Drexel Technologies	HP Designjet T2600 PS MFP	\$7,950 (single roll)	36 Month Lease + 1 year Warranty: \$238/mo.  36 Month Lease + 3 year Warranty: \$279/mo.  48 Month Lease + 1 year Warranty: \$188/mo.

			48 Month Lease + 4 year Warranty: \$236/mo.
SumnerOne	TM-300 MFP Z36	\$7,707 (single roll)	60 Month Lease: \$163.77/mo.
	IPF TX-3100 Z36 w/ MFR & Stacker	\$9,397.00 (with second paper roll)	60 Month Lease: \$198.24/mo.

Based on this information, it is less expensive to purchase the equipment rather than lease the equipment.

Staff recommends proceeding with SumnerOne for the purchase of the large format plotter. This price includes delivery and installation, training, and the one-year manufacturer's warranty.

SumnerOne submitted a Service Agreement which includes ink, printheads, and maintenance cartridges. The Service Fee is an all-inclusive contract which includes everything but media. The total cost for the Service Agreement depends on actual usage of the printer, so the costs could vary from year to year. The service agreement and printing costs will be funded by the department operating budgets.

The cost break down is below:

- Base Charge is \$50 per month to include all parts and labor
- Plus square foot cost:
  - \$0.14 Category A Cost Per Square Foot
  - \$0.22 Category B Cost Per Square Foot
  - \$0.39 Category C Cost Per Square Foot
  - \$0.70 Category D Cost Per Square Foot
  - \$0.70 Category E Cost Per Square Foot

Staff recommends purchasing the Canon TM-300 MFP Z36 printer and scanner from SumnerOne based on lower initial costs for the plotter itself, lower long-term costs for replacement ink and paper, and additional service support provided by SumnerOne.

**PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

The purchase of the large format plotter is in the FY22 budget. The Service Agreement will be funded by the FY22 operating budgets and will be included in future budgets when an average use is determined.

**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 type="checkbox"/> Other:                |                                   |



## **RESOLUTION 1002**

**A RESOLUTION AWARDING RFP 22-03 TO SUMNERONE FOR THE PURCHASE OF A LARGE FORMAT PLOTTER AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SERVICE AGREEMENT WITH SUMNERONE.**

**WHEREAS**, the FY2022 Budget includes funds to purchase a large format plotter, and

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

**WHEREAS**, after review of the bids, staff has made the recommendation to accept the lowest and best bid received as being the most advantageous to the City.

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

**THAT** Bid #22-03 is hereby awarded SumnerOne and the Mayor is authorized and directed to enter an agreement with SumnerOne for the purchase of a large format plotter in an amount not to exceed \$7,707.

**THAT** the City Administrator is authorized and directed to enter a Service Agreement with SumnerOne.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 7<sup>th</sup> day of December 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** RES 1003 - Purchase of Diamond Crest Park Playground Equipment

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1003, purchase of Diamond Crest Park Playground Equipment.

**SUMMARY:**

The Parks and Recreation Master Plan indicated that in year one, the process of upgrading neighborhood parks begin with the initial focus on Diamond Crest Park. This is the park where the splash pad located. The FY 2022 budget includes \$275,000 of parks and stormwater sales tax for the development of Diamond Crest Park. This includes a playground, fencing and sidewalks.

Through the Greenbush Purchasing Cooperative, staff worked with ABCreative, Inc. on the design of the playground

The Parks and Recreation Committee met on August 26, 2021 to discuss desire design, type of surfacing and preferred amenities for Diamond Crest playground. A draft design was created and presented to the Parks and Recreation Committee on October 28, 2021. Feedback was provided on equipment and surfacing. The design was also shared on Next Door to the surrounding neighborhoods near Diamond Crest Park. 82% were happy with the playground equipment.

In the final proposal ABCreative, Inc. included a staff recommendation of excavation necessary to level the surfacing with the ground and provide a 2' ribbon around playground that includes proper drainage.

Total cost is \$214,812.

**PREVIOUS ACTION:**

**POLICY OBJECTIVE:**

N/A

**FINANCIAL CONSIDERATIONS:**

FY22 Parks and Stormwater Sales Tax budget includes \$275,000 for the development of Diamond Crest Park.

**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: Playground Design and Example of Concrete Ribbon |                                   |

## **RESOLUTION 1003**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF DIAMOND CREST PLAGROUND EQUIPMENT THROUGH THE COOPERATIVE PURCHASING AGREEMENT WITH GREENBUSH IN THE AMOUNT OF \$214,812**

**WHEREAS**, the improvements to Diamond Crest Park were included in the Parks and Recreation Master Plan; and

**WHEREAS**, the Parks and Stormwater Sales Tax includes funds for the playground equipment; and

**WHEREAS**, the City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements; and

**WHEREAS**, design of the improvements have been reviewed by the Parks and Recreation Committee and neighborhood residents; and

**WHEREAS**, staff has made a recommendation to purchase the planned for equipment from ABCreative Inc., through the cooperative purchasing agreement with the Greenbush.

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

**THAT** staff is hereby authorized and directed to purchase said equipment from ABCreative Inc., in the amount \$214,812.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th of November 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk





2-5 Section



5-12 Section





Overview with Inclusive Swing



Concrete Ribbon Example





Floor Plans

## Diamond Crest Park



Creating your perfect park and playground since 1993

**33160 W. 83rd Street**

**De Soto, KS 66018**

**www.abcreative.net**

**Main Office: 913-583-3332**

### PROPOSAL:

Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Date	12/1/2021

Bill To:	
Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Phone	816-532-8130
Email	<a href="mailto:mdenton@smithvillemo.org">mdenton@smithvillemo.org</a>

Ship To:	
Name	Matthew Denton
Address	107 W Main Street Smithville, MO 64089
Phone	816-532-8130
Email	<a href="mailto:mdenton@smithvillemo.org">mdenton@smithvillemo.org</a>

*Thank you for this opportunity and we look forward to working with you!*

**Pmt Terms: 50% Down, Net 30**

Qty	Description	Unit Price	Total
1	Burke Playground Equipment per drawing "Diamond Crest Site Layout". Includes 5-12 playground structure, Brava Universal Swing, and 2-bay single post swing with 2 belt, 1 tot, and 1 Konnection Seat	\$ 57,479.00	\$57,479.00
1	Freight to the location	\$ 3,500.00	\$3,500.00
1	Greenbush Purchasing Cooperative discount per ESC-PLAYGROUNDREC-2021	\$ (4,600.00)	-\$4,600.00
1	Installation of all Burke equipment listed above. Installation of all items listed above per manufacturer specifications by experienced, insured, CPSI, NPCAI and manufacturer certified installers. Includes equipment installation, concrete footings for equipment per manufacturer specifications. All spoils left on site within 50' of install site. EXCLUDES: backfill, site restoration, survey, or anything not specifically mentioned above.	\$ 19,100.00	\$19,100.00
1	4,759 sf of ForeverLawn Playground Grass Ultra delivered and installed. Includes 3" compacted stone base, perimeter boards, 2" SafetyFoam Pro fall attenuation pad, 2 Medium Playmounds to measure 8' x 18", 2 Standard Bridges 8' x 4' x 34", 1 Chalkboard Hopscotch Funsert, 1 Number Snake Funsert, crumb rubber infill, and all supplies.	\$ 118,018.00	\$118,018.00
1	Greenbush Purchasing Cooperative discount per ESC-PLAYGROUNDREC-2021	\$ (3,730.00)	-\$3,730.00
1	Excavation as necessary to prepare site - approximately 6,000 sf including sidewalks and 2' "ribbon" around playground, supply and install 4" ADS perforated drain tile with sock embedded in clean 3/4" stone filled to existing grade, and supply and install 2' wide concrete "ribbon" around the perimeter of entire playground area	\$ 25,045.00	\$25,045.00
*Proposal must be approved at December 7th board meeting to hold current pricing			
This Quote does <b>NOT</b> include Sales Tax. Applicable Sales Tax will be charged and collected at time of Invoice unless a Tax Exemption Certificate is provided.			
<b>Total</b>			<b>\$214,812.00</b>

\_\_\_\_\_ (Acknowledge With Initials) **Credit Cards:** ABcreative will accept American Express, MasterCard, and Visa credit cards for the payment of Invoices. Those who wish to pay with a credit card after utilizing NET TERMS will be subject to a 3.5% service fee applied at the time of payment.

\_\_\_\_\_ (Acknowledge With Initials) **Deposits:** Manufactures that require a Material Deposit must be paid at the time of order or Executed Contract. Deposits are NOT subject to retainage. Non-payment of Deposit Invoices will not result in penalty to ABcreative.

**The Material Deposit required for this order is:** \$107,406.00



**ABcreative General Terms & Special Conditions**

\_\_\_\_\_ (Acknowledge With Initials) The terms and conditions set forth in this agreement, and the Customer purchase order accepted by us, shall in all respects govern the sale. To the extent any other agreements exist between the Customer and ABcreative, the terms stated herein shall control. On all ABcreative proposals, the Customer is responsible for completeness, accuracy and conformity to their plans and specifications. ABcreative will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

\_\_\_\_\_ (Acknowledge With Initials) **Pricing:** Product prices for the referenced Proposal/Quote are firm for 30 days. Freight estimates are assumed to be a single shipment and are firm for 10 days from Proposal/Quote date. Any applicable taxes not shown will be applied at the time of order. Tax Exemption Certificates verifying tax exempt must be submitted prior to authorizing a product order.

\_\_\_\_\_ (Acknowledge With Initials) **Shipping:** Shipping Schedules/Lead-times are specific to the manufactures ABcreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABcreative will provide an Order Acknowledgment that includes an estimated shipping and delivery schedule. Shipping and delivery dates are not guaranteed.

\_\_\_\_\_ (Acknowledge With Initials) **Delivery & Acceptance:** It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer Representative's name, delivery address and a direct contact phone number is required at time of any order. For truckload type deliveries where equipment is packaged in crates or wrapped on pallets, Customers are required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer. When accepting deliveries, it is the Customer's responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted (and photographed, for record) on the delivery ticket and acknowledged by the delivery driver. It is the Customer's responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.

\_\_\_\_\_ (Acknowledge With Initials) **Returns:** Returns are subject to the manufactures' restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABcreative Project Manager to request a Return Authorization Ticket.

\_\_\_\_\_ (Acknowledge With Initials) **Warranty:** All claims for warranty should be called into your ABcreative Project Manager. Safekeeping of Owner's Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Manufacturer's warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty. All product warranties originate with the product manufacturer and ABcreative does not provide any separate warranty, whether expressed or implied.

\_\_\_\_\_ (Acknowledge With Initials) **Insurance Requirements:** ABcreative maintains Worker's Compensation and Commercial General Liability insurance coverages.

\_\_\_\_\_ (Acknowledge With Initials) **Installation Services & Site Access:** ABcreative Proposals/Quotes that include an Installation price assume normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABcreative Proposals/Quotes do not include rock excavation (See Rock Clause Above), hand digging or grading to level. Rock excavation; hand digging; and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer's responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABcreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.

\_\_\_\_\_ (Acknowledge With Initials) **Rescheduling:** A \$1,500 remobilization fee will be charged when ABcreative installation crews are restricted or not allowed to access project sites to perform work on an approved, scheduled installation date. Rescheduling of lost work days will be at the discretion of ABcreative based on the availability of personnel and without penalty.

\_\_\_\_\_ (Acknowledge With Initials) **Rock Clause:** ABcreative Proposals/Quotes that include an Installation price are subject to a "Rock Clause" whereby when underground rock encountered during installation in excess of 12-inches square by 2-inches thick will incur additional charges as follows: \$750 first hour (one hour minimum) and \$195 for each additional hour - Reg Rate (Does NOT include Prevailing Wage). Work onsite will NOT stop or be delayed for authorization to proceed.

\_\_\_\_\_ ( ) -  
(Name/Ph. Number of Customer Representative Accepting  
Delivery

\_\_\_\_\_  
Shipping Address

To accept this quote, please print name, sign, date and return to ABcreative.  
After signature, this form becomes contract for purchase of item(s) mentioned above. Credit card payments accepted on condition.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## City Administrator's Report

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December 2, 2021

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### **Warriors Are State Bound!**

As you might have heard, the Smithville High School football team will play for state championship on Friday morning in Columbia. You may also have seen on social media that Main Street will be closed from Bridge to Commercial to allow Eric Craig Realty to bring in a big screen TV for community viewing of the game.

The Police Department will provide an escort out of town for the team bus on Friday morning and Mayor Boley proclaimed Friday as Warrior Football Day.

Friday looks to be a beautiful day for a Warrior Win!

### **Special Road and Bridge District Petitions**

A goal identified by the Board of Aldermen in 2018 was submitting a petition to Clay County requesting placement of a question on the ballot creating a special road and bridge district encompassing the City of Smithville. The attached memo from a work session in August of 2018 outlines the district and the process for requesting such an election. In short, this would provide a designated funding source for roads in Smithville. On July 25, 2019, the petition was submitted to Clay County. No formal action has yet been taken by Clay County in response to the petition. Discussions with Clay County staff and some elected Clay County officials more recently have resurrected this discussion and Mayor Boley and city staff have requested review by the County Commission with an eye to an election in April 2022.

Because the petition was submitted prior to annexation of some parcels outside the city limits (including Lakeside Crossing), the legal description submitted in 2019 is outdated. Staff has updated the legal description to reflect new boundaries. Additionally, we are unsure if all the petition signatories are still residents. We would like to ask for your assistance in securing new signatures for a petition to be submitted to the County in support of the election to create a Special Road and Bridge District for Smithville. A petition is attached for you to use, and hard copies are available in your mailbox at City Hall. As noted in the memo, a total of 50 signatures of registered voters is required for submission.

In order to continue progress in this request of the County, staff would like to submit the petition to the Board of County Commissioners in mid-December. ***Staff is requesting that petitions be circulated and returned to City Hall by the close of business on Friday, December 10.***

### **Grant Applications**

City staff have been busy identifying grant funding opportunities for a number of City projects. The agenda for Tuesday evening's Board Meeting includes authorization of an application to Clay County for a portion of ARPA funds received for infrastructure improvements. Attached is information outlining additional grant opportunities and candidate projects currently under review.

### **Police Recruit Graduations**

Brett Hazelrigg and Caitlin Repola are finishing up their last requirements of the MCC Blue River Police Academy and will graduate on Thursday, December 16. Following graduation Officers Hazelrigg and Repola will begin Field Training.

### **DirectionFinder Survey – Be on the Lookout**

Surveys will be mailed later this week. The Facebook "Did You Know" post today will notify the public of the surveys and encourage response. Information will also be included on the city's website. It is hoped that enough responses will be received by early January to provide statistically significant results. A presentation of results is anticipated at the February 15 Work Session.

### **Upcoming Events/Dates of Interest**

*City Hall Closed for Holiday Luncheon:* The annual city employee staff luncheon will be Thursday, December 16. City Hall will be closed from noon to 1:00 p.m. to allow all employees to attend.

*Holiday Closures:* City Hall will be closed on Friday, December 24 and Friday, December 31 in observance of Christmas and New Year's Day.

*MML Westgate Dinner:* Mark your calendars for Thursday, January 28. Smithville will host the Westgate dinner at White Iron Ridge. Linda Drummond is working with local restaurants and others to provide "a taste of Smithville," including a meal catered by Aroma Bistro, Chops and Kozak's as well as a cash bar featuring Ladoga Ridge Winery and Little Platte Distillery. Linda will distribute invitations when received from MML.

*2022 Governing Body Retreat:* Patty Gentrup has indicated that her calendar is filling quite quickly for 2022, so we have booked her for the annual Governing Body Retreat on Wednesday, May 25. Please mark your calendars for that day – details regarding location and exact time will be provided as we get closer to the date.

### **Stormwater Management Plan Update**

As previously reported, due to Smithville's population size, the City is required to have a MS4 Stormwater Permit. The 2021-2026 permit cycle became effective on October 1, 2021. The City must be in compliance with the MS4 Permit by October 1, 2022.

The new MS4 Permit requires communities to develop a Stormwater Management Plan (SWMP), which will help the City become compliant with the new requirements of the permit. The SWMP will need to be adopted by January 1, 2022, since the permit requires a plan within 90 days of permit issuance. The SWMP will be evaluated annually to ensure that it is reflective of the current needs of Smithville.

The permit includes requirements for the following:

- Public Education and Outreach
- Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Runoff Control
- Post Construction Runoff Control
- Pollution Prevention and Good Housekeeping

Staff posted information on the draft version of the Stormwater Management Plan on the city website and social media on November 17, 2021. Public comment may be emailed to [publicworks@smithvillemo.org](mailto:publicworks@smithvillemo.org) with any feedback by December 17, 2021.

The City will advertise that the SWMP will be discussed at the December 21 Board of Aldermen Meeting. Staff will provide an overview the new regulations and outline the steps for the City to be compliant with the new permit and include any comment received virtually.

The Public Works Department has developed a dedicated Stormwater Management Page on the [city's website](#). This page will house all the stormwater information and will be updated on a regular basis. Staff has started including "Stormwater Tips" in the quarterly newsletter to residents to coordinate with the current season. Stormwater has also been added as an area to the Report-A-Concern feature on the City's Website.

GFL



# PROCLAMATION

## Warrior Football Day

WHEREAS, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2021 Smithville High School varsity football team has enabled these student athletes to advance to the State Championship game; and

WHEREAS, the Smithville Warrior's football team never lost a game and completed the 2021 season with a 12-0 record; and

WHEREAS, on November 26, the Smithville Warrior's varsity football team won their state semifinal playoff game against MICDS Rams (St. Louis, MO) by a score of 40-36; and

WHEREAS, Head Coach Jason Ambrosion and the entire coaching staff, team member parents, faculty and student body at Smithville High School are integral in guiding the team to their victories through their unwavering support;

WHEREAS, in 2021 the Smithville High School Warriors fielded a true team in every sense of the word, with 44 highly skilled and united football players and 15 outstanding coaches; and

WHEREAS, on Friday, December 3 at 11:00 a.m. the Smithville Warrior's varsity football team play the Hannibal Pirates varsity football team in Columbia for the Missouri Class 4 State Championship.

WHEREAS, the City of Smithville is excited to get to watch the Smithville Warrior's varsity football team play for the 2021 State Championship and are behind you one hundred percent!

NOW THEREFORE, I, DAMIEN BOLEY, MAYOR OF THE CITY OF SMITHVILLE, MISSOURI do hereby publicly proclaim that December 3 is recognized as Warrior Football Day in the City of Smithville, and wish the Smithville Warriors the best of luck at state!

So proclaimed this 3<sup>rd</sup> day of December 2021.

  
\_\_\_\_\_  
Damien Boley, Mayor



## STAFF REPORT

<b>Date:</b>	August 27, 2018
<b>Prepared By:</b>	Cynthia Wagner, City Administrator
<b>Subject:</b>	Road and Bridge District
<b>Staff Report:</b>	Administration

Clay County currently assesses a Road and Bridge Tax on all properties in the County to provide for road/transportation network maintenance. That rate is currently \$.08 per \$100 of assessed valuation. Upon request, the city is entitled to 25% of those revenues in the form of services or revenues. In recent history, the City has requested cash to utilize on projects. This cash amount generally averages around \$40,000.

By statute (RSMo 233.010), the county may place on the ballot a question establishing a special road district based on a geographic location identified. The attached county map outlines the special road districts which have been created in the County over the years. As you can see, special districts have been created in Excelsior Springs, Claycomo, Gladstone, Kearney, Liberty, North Kansas City and Pleasant Valley. Statute outlines that the special road districts (which are organized as separate board entities which establish spending priorities for taxes allocated to those districts) receive 80% of the Road and Bridge Tax collected within their jurisdiction.

As noted, the City of Smithville currently receives approximately \$40,000 annually in Road and Bridge taxes. Total revenues collected in Smithville are estimated around \$160,000 (utilizing the \$40,000 figure as 25% of total collections). Should a special district be established, that amount could increase to \$128,000 (80% of \$160,000.)

A special district can only be created by election, with the question placed on the ballot by the County Commission. The County Commission is required to call the election upon the receipt of a petition signed by 50 or more registered voters within the district.

Based on prior discussion (and positive recommendation) of the Planning and Zoning Commission and the Board of Aldermen, a surveyor has been contracted to update the legal description of the city to include annexations which have occurred since the last update. That description is anticipated to be done next month and could be used to define the limits of a special district in Smithville.

Staff is looking for direction from the Board as to whether to continue the process to create a petition to the county and what role the Governing Body members wish to have on a going-forward basis.

**VOTER PETITION TO THE COUNTY COMMISSION**  
**TO SUMMIT FOR VOTER APPROVAL THE SMITHVILLE SPECIAL ROAD DISTRICT**  
**PURSUANT TO SECTIONS 233.010 TO 233.165 R.S.MO.**

The following persons do hereby jointly and severally state as follows:

(1) The purpose of this petition is to create a Special Road District called the Smithville Special Road District which encompasses all of the land within the City of Smithville;

(2) That Exhibit A (attached hereto and incorporated by reference) is the current legal description of the land currently located within the City of Smithville, State of Missouri;

(3) That each of us by signing this petition do state that we are currently registered Voters within the proposed district in the City of Smithville, State of Missouri.

(4) That each of us by signing this petition do, pursuant to Sections 233.010 to 233.165 R.S.Mo. petition the County Commission to submit Sections 233.010 to 233.165 to a vote of the people of such proposed road district for their adoption, and If the majority of the votes cast for and against the adoption of sections 233.010 to 233.165 be for its adoption, the County Commission shall declare the result of the vote thereon by an order of record, and shall make an order of record declaring sections 233.010 to 233.165 to be the law in such special road district, the same to take effect and be in force from and after a day to be named in such order within ten days.

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# Summary of Grant Opportunities

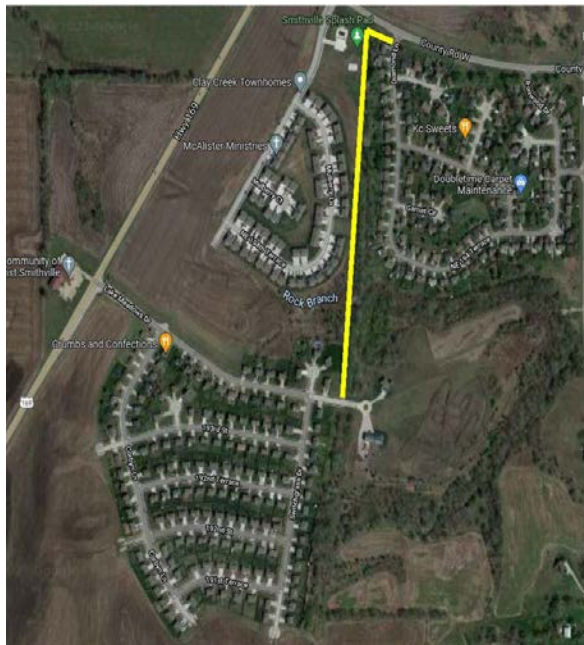
## RTP Grant

### **RTP Background:**

The Recreational Trails Program (RTP) Grants occurs annually. Missouri State Parks will open the application period mid-December. These projects are reviewed by the Missouri Trail Advisory Board, and recommended projects are sent to the Federal Highway Trail Advisory Board for final approval. The maximum amount awarded to the public for trail projects is \$250,000. The sponsors of the project must have a minimum of 20% match. Staff plans to apply for this grant opportunity. The program prioritizes project alignment with master plans, strong public support / indication of need, ADA accessibility, environmental safety factors, adequate funding, management and maintenance of the project, and collaboration with local organizations.

### **Summary of Proposed Project:**

Staff is proposing submitting the Diamond Crest Trail for the 2022 RTP Application. Staff estimates that the trail would be 2,230 ft (0.42 miles). This trail will allow Diamond Crest and Lake Meadows to safely access Diamond Crest Park by walking/ biking. This is also the first part of the plan to connect Diamond Crest, Clay Creek and Lake Meadows to Eagle Heights Elementary by trail. This trail is recognized in the Parks and Recreation Master Plan, and in the soon to be Transportation Master Plan.



## Estimated Budget

Item	Cost Per Unit	Total Cost of Item
Mob/Grading	\$50,000	\$50,000
10" Trail (2500 SY)	\$60	\$150,000
Pedestrian Counter	\$5,000	\$5,000
Bench (2)	\$1,225	\$2,500
Water Fountain	\$14,000	\$14,000
		<b>Estimated Total: \$221,500</b>

This is an estimated budget for the Phase 1 of the Diamond Crest Trail. The City's sponsorship for the project will need to be identified in the FY23 budget if the grant is awarded. If the City of Smithville is not awarded the 2022 RTP Grant, this project will be delayed until the funding is identified in the CIP or other grant opportunities arise.

## ARPA Funding Surveys – DNR

### Grant Summary:

The Missouri Department of Natural Resources (MDNR) is seeking information from Missouri communities on their water, wastewater, and stormwater infrastructure needs. Governor Parson announced a commitment to offer grants from the State's ARPA allocation for investments in water, wastewater, and stormwater infrastructure. To better understand the overall need of communities, MDNR distributed a survey for communities to submit eligible projects. The survey is intended to help identify infrastructure funding needs that could be used to develop state grant programs. The City submitted 4 projects for consideration. The original deadline was November 19<sup>th</sup>, but this has been extended until November 30<sup>th</sup>.

Staff submitted the following projects in the survey:

1. West Bypass – 144<sup>th</sup> Lift Station
  - a. The City has identified the need for a regional pump station in the southeast portion of the City. A regional pump station will be sized to serve future growth in the southern portion of the City and allow for the decommissioning of the existing Hills of Shannon pump station. It will also be sized to accommodate the future rerouting of wastewater flow from the Forest Oaks Subdivision away from Kansas City's Rocky Branch Wastewater Treatment Facility. The pump station will be installed on 144th Street east of HWY 169. Its design is being completed under the previously Authorization 65. The work to be performed for the current project will include the approximately 11,900 LF of force main pipe to be installed from 144th Street to the existing Evergy transmission line

easement and continue northwest to an existing manhole near Cliff Drive. Additional pump station scope not originally anticipated includes odor control measures and required emergency storage. In addition, the aerial topographic survey for the force main alignment will be included in the engineering. This project has been identified in the Wastewater Master Plan.

2. Water Plant

- a. The City has identified the need for a Water Treatment Plant in the Water Master Plan. The existing surface WTP has a maximum design flow rate of 2.5 MGD (1,736 gpm) as permitted by the Missouri Department of Natural Resources (MDNR). Over the last five years, the WTP treated an average of 0.945 MGD. Future water demands will begin to exceed the water treatment plants design capacity by 2024. The proposed improvements have outlined Capacity Improvements of the Water Treatment Plant to meet future demand. This project was identified in the Water Master Plan.

3. North Gravity Line (Owens Branch)

- a. The North Force Main is the portion of the wastewater conveyance system with the least available capacity. The system has the capacity to convey flows from the current residential developments as well as a limited amount of anticipated future growth. Updates and improvements to the system will need to be made if the City develops as is predicted within the next ten years. Due to the large size of the Owens Branch watershed, a large gravity interceptor is proposed to provide a wastewater collection foundation for the northern portion of the City. This interceptor shall be built along Owens Branch, following the path of the existing force main. The long-term goal of this interceptor is to maximize the amount of wastewater conveyed solely by gravity sewers, decreasing the need for pump stations, and reducing ongoing operation and maintenance expenses required. This project has been identified in the Wastewater Master Plan.

4. Sewer Line to Forest Oaks / Lift Station

- a. The Rocky Branch Interceptor is a planned gravity interceptor that will convey flow from Forest Oaks subdivision to the WWTP by way of the South Force Main. This flow is currently treated by the Rocky Brach WWTP which is outside of Smithville City limits and is owned and operated by the City of Kansas City, Missouri (KCMO). Implementation of this interceptor will allow the Smithville WWTP to treat the wastewater from Forest Oaks and will provide a sewer connection to possible developments in the south. This project has been identified in the Wastewater Master Plan

### **Mid America Regional Council – MARC**

Every two years MARC opens up a call for Transportation Projects. Last funding cycle the City received two projects:

Bridge Street Streetscape Phase III -FY 2023 - \$488,000 grant

Commercial St Sidewalk – Main St to the high school FY 2024 - \$500,000 grant

This is Federal Funding typically 80/ 20 for construction costs.

Pre-applications are due February 4<sup>th</sup>. The application is for projects in Fiscal Years 2025/ 2026. We are planning to submit a roundabout at Bridge St and First St,

180<sup>th</sup> St and Old Jefferson Hwy, and 180<sup>th</sup> and Eagle Pkwy. A Transportations Alternatives Grant (TAP) will also be submitted for the River Walk project.



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2924-21, Amending Section 520.130, Right of Way Maintenance – 2nd Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2924-21, second reading by title only.

**SUMMARY:**

To be more efficient with City resources, staff reviewed Section 520.130 of the City Code. Currently, the code reads "Maintenance of Sidewalk Area By Abutting Owner Or Occupant." The way the ordinance currently reads, property owners or occupants are responsible for mowing and removing weeds only if there is a sidewalk present. This requires Street Division staff to maintain the properties that do not have sidewalks abutting the property.

Staff reviewed other municipal codes to determine the language of the ordinance. Staff recommends repealing and replacing Section 520.130 to read, "Maintenance Of Right-Of-Way By Abutting Owner Or Occupant." This revision would require the property owner or occupant responsible for maintaining the vegetation, not to exceed seven (7) inches in height, from the edge of pavement to the property line within the City. This revision does not alter the maintenance of the sidewalk area. We recommend this revision to take place during the Winter season to allow for staff to promote educational materials on this change in the City Code.

**PREVIOUS ACTION:**

Ordinance No. 2897-14, the Board of Aldermen adopted the Right of Way Management Ordinance on July 1, 2014.

**POLICY OBJECTIVE:**

Amend the Right of Way Management Ordinance

**FINANCIAL CONSIDERATIONS:**

N/A

**ATTACHMENTS:**

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



**ORDINANCE REPEALING AND REPLACING SECTION 520.130 MAINTENANCE OF SIDEWALK AREA BY ABUTTING OWNER AND OCCUPANT AND ENACTING IN ITS PLACE A NEW ORDINANCE SECTION 520.130 MAINTENANCE OF RIGHT-OF-WAY BY ABUTTING OWNER OR OCCUPANT**

**WHEREAS** Section 520.130 Maintenance Of Sidewalk Area By Abutting Owner Or Occupant currently reads as follows:

Section 520.130 Maintenance Of Sidewalk Area By Abutting Owner Or Occupant

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

1. Not allow the sidewalk to be or remain above or below the established grade of the sidewalk and keep the sidewalk in front of or alongside of the property in good order and free from obstructions and vegetation.
2. Not allow grass, weeds or other vegetation in excess of seven (7) inches to grow in the right-of-way from the street curb to the property line on lots or premises where sidewalks are constructed on such property.
3. Remove from any such sidewalk all ice, snow, earth, weeds or other obstructions or substance that in any way obstructs or renders the sidewalk, curb and gutter dangerous, inconvenient or annoying to the traveling public.

**WHEREAS** the City of Smithville wishes to clarify the maintenance of the right-of-way.

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

Effective immediately Smithville City Ordinance Section 520.130 Maintenance Of Sidewalk Area By Abutting Owner Or Occupant, and a new Section 520.130 Maintenance Of Right-Of-Way By Abutting Owner Or Occupant is adopted which shall read as follow:

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

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

1. Not allow grass, weeds or other vegetation in excess of seven (7) inches to grow in the right-of-way from the street curb and/or edge of pavement where no edge is present to the property line within the City or any area between the property lines of the lot or parcel, and the curb line or edge of any adjacent street, and the centerline of any adjacent alley,

including, but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas.

2. Maintain sidewalk area by the abutting owner or occupant which includes, but is not limited to:

a. Not allow the sidewalk to be or remain above or below the established grade of the sidewalk and keep the sidewalk in front of or alongside of the property in good order and free from obstructions and vegetation.

b. Remove from any such sidewalk all ice, snow, earth, weeds or other obstructions or substance that in any way obstructs or renders the sidewalk, curb and gutter dangerous, inconvenient or annoying to the traveling public

**INTRODUCED, READ, PASSED AND ADOPTED BY THE BOARD OF ALDERMEN  
OF THE CITY OF SMITHVILLE THIS 7<sup>th</sup> DAY OF DECEMBER 2021.**

---

Damien Boley, Mayor


ATTEST:

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Linda Drummond, City Clerk

1<sup>st</sup> reading 11/16/2021

2<sup>nd</sup> reading 12/07/2021

	<div>STAFF</div> <div>REPORT</div>
<b>Date:</b>	November 16, 2021
<b>Prepared By:</b>	Gina Pate, Management Analyst
<b>Subject:</b>	Revision of Section 520.130

In review of possible changes to this Ordinance, staff reviewed existing Ordinances in other communities. The results are outlined in this memo.

#### Gladstone, MO

Sec. 2.110.030. - Removal of weeds from the public rights-of-way along improved streets.

Property owners adjacent to public rights-of-way along improved streets shall remove or cause to be removed weeds or grasses from the public rights-of-way in accordance with the requirements of this article. Any property owner along a public right-of-way that contains a drainageway having such width, depth or slope to create a defined channel and which cannot be mowed or maintained by a normal residential mower or weed removal tool shall not be subject to this requirement. Property owners shall be responsible for the maintenance of the public rights-of-way including but not limited to mowing, seeding, sodding and plantings. All such maintenance shall be maintained in a neat and professional manner.

#### Columbia, MO

#### LANDSCAPE PLANTING IN PUBLIC RIGHT-OF-WAY

Sec. 24-95. - Maintenance duties and obligations.

(a)The property owner shall maintain landscape material planted on public street right-of-way in such a manner as not to obstruct or interfere with the public use of streets and sidewalks.(b)Maintaining landscape material shall include removal of dead plant material and trimming trees and bushes to provide horizontal and vertical clearances specified by city standards.(c)The director of public works may remove landscape material on public street right-of-way that is not properly maintained.

#### LANDSCAPE MANAGEMENT

Sec. 11-252. - Landscape management requirements.

(a)The following requirements related to landscape management on residential and/or commercial properties apply to lawns, yards, gardens, community gardens, urban agricultural crops, agricultural crops, vegetable gardens, native and ornamental landscapes and shall be met to prevent a property from becoming a public nuisance:(1)All turf grass and turf weeds must be mowed and trimmed to prevent these plants from attaining a height of more than twelve (12) inches.(2)All properties must be maintained to prevent or mitigate against vermin harborage.(3)All properties must be maintained to control nuisance plants or noxious weeds.(4)All properties must be maintained to prevent the growth of vegetation that causes a safety hazard by obstructing the line of sight of a motor vehicle driver, bicyclist or pedestrian at a street intersection.(5)All properties must be maintained to prevent the growth of vegetation which could interfere with the passage of a motor vehicle, bicycle or pedestrian on any public right-of-way.(6)All properties must be maintained to prevent or mitigate the growth of vegetation from exceeding property boundaries.

Platte City, MO

Section 215.040 Nuisances Enumerated.

E. Weeds. No person shall permit weeds or grass to attain the height of twelve (12) inches or more or permit the accumulation of dead brush, branches or other plants. The word "weeds", as used herein, shall include all vegetable growths except cultivated plants, trees and shrubs.

Excelsior Springs, MO

12. Any weeds or excessive growth of vegetation, in excess of eight (8) inches in height, on any lot or parcel of land within the City or any area between the property lines of the lot or parcel, and the curb line or edge of any adjacent street, and the centerline of any adjacent alley, including, but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private.

Liberty, MO

Sec. 21-6. - Weeds, in general.

It shall be unlawful for any owner or occupant, as defined in section 21-1 hereof, of real property, to allow the excessive growth of any weed, grass or uncultivated vegetation on any lot or parcel of land within the city, including any areas between the property lines of said lot or parcel and the centerline of any adjacent street or alley including sidewalks, streets, alleys, easements and rights-of-way, to a height in excess of six (6) inches in a developed area and twelve (12) inches in an undeveloped area.



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2925-21 Richardson Street Plaza Conceptual Plan Approval – 2nd reading by title only.

---

**RECOMMENDED ACTION:**

A motion to approve Bill No. 2925-21 for Second Reading by Title Only for Richardson Street Plaza Conceptual Plan Approval.

**SUMMARY:**

Approving this ordinance would create an Overlay District at property located at the northeast corner of Highway 169 and Richardson Street to allow a new commercial subdivision to be called Richardson Street Plaza.

**BACKGROUND:**

The property that surrounds the current Post Office site on Richardson Street is submitted for Conceptual Plan approval to allow the lot to be divided into three separate lots using a private drive surrounding the Post Office location for lot access. The lot sizes and layout are such that the Conceptual Plan Overlay district is the best method of development, and reduces the number of potential access points onto Highway 169. The applicant submitted all required studies and the stormwater and traffic studies have been reviewed and approved by the City's engineers and public works. The subdivision traffic study revealed that the Highway 169 and Richardson Street intersection currently meets two MODOT warrants for a traffic light to be installed, and the addition of this development would meet additional warrants for MODOT to approve a light. Based upon the existing need, this developer will be required to contribute up to 25% of the estimated cost of a traffic light installation at the intersection directly to the City. The City will then use those funds, along with additional funding from other adjacent properties to coordinate with MODOT to have the light designed and installed. The plan includes three lots to be created with potentially four separate commercial buildings to be constructed in the future.

**PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

Comprehensive Plan Development

**FINANCIAL CONSIDERATIONS:**

No budgetary impact

**ATTACHMENTS:**

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

- ☐ Contract
- ☒ Plans
- ☐ Minutes

**AN ORDINANCE APPROVING A CONCEPTUAL ZONING PLAN FOR RICHARDSON STREET PLAZA ON CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI, UNDER THE AUTHORITY GRANTED BY THE CODE OF ORDINANCES OF THE CITY OF SMITHVILLE, MISSOURI**

**WHEREAS**, The City of Smithville received an application for a Conceptual Plan approval on B-3 land at the northeast corner of 169 Highway and Richardson Street; and

**WHEREAS**, public notice was properly advertised in the September 23<sup>rd</sup> issue of the Courier Tribune; and

**WHEREAS**, adjoining property owners were properly notified by certified mail; and

**WHEREAS**, a public hearing was held before the Planning Commission on November 10, 2021;

**WHEREAS**, the Commission adopted the findings recommended in the Staff Report and recommended approval of the Richardson Street Plaza Conceptual Plan.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, THAT;**

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority council vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as:

ALL OF TRACT 0, STEWART COMMERCIAL PARK, A SUBDIVISION IN SMITHVILLE, CLAY COUNTY, MISSOURI.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 0, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 208.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST A DISTANCE OF 275.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 03 SECONDS WEST A DISTANCE OF 235.00 FEET TO A POINT

ON THE NORTH RIGHT OF WAY LINE OF SAID RICHARDSON STREET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART CONDEMNED BY THE STATE OF MISSOURI, EX REL, MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION UNDER CASE NO. CV100-1949CC FOR ADDITIONAL RIGHT OF WAY FOR U.S. ROUTE 169 AND RECORDED IN THE RECORDER OF DEEDS OFFICE OF CLAY COUNTY, MISSOURI ON MAY 19, 2000, AS DOCUMENT NO. Q00178, IN BOOK 3152 AT PAGE 579 AND THE REPORT OF COMMISSIONERS RECORDED JULY 5, 2000, AS DOCUMENT NO. Q06221, IN BOOK 3172 AT PAGE 85 AND THE CORRECTED REPORT OF COMMISSIONERS RECORDED JULY 20, 2000, AS DOCUMENT NO. Q08233, IN BOOK 3177 AT PAGE 907.

is hereby designated B-3P with the addition of the Richardson Street Plaza Conceptual Plan as approved by the Planning Commission on November 9, 2021.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

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

PASSED THIS 7<sup>th</sup> DAY OF DECEMBER, 2021

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Mayor

ATTEST:

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City Clerk

1<sup>st</sup> reading 11/16/2021

2<sup>nd</sup> reading 12/07/2021





November 5, 2021

Conceptual Plan Approval of Clay County Parcel Id # 05-802-00- 01-015.00

---

Application for a Conceptual Plan Approval – Richardson St. Plaza

Code Sections:

400.200 et seq.      Planned Development Overlay District

Property Information:

Address:                      Richardson St. and 169 NW Corner  
Owner:                        Kansas City Properties & Investments  
Current Zoning:            B-3

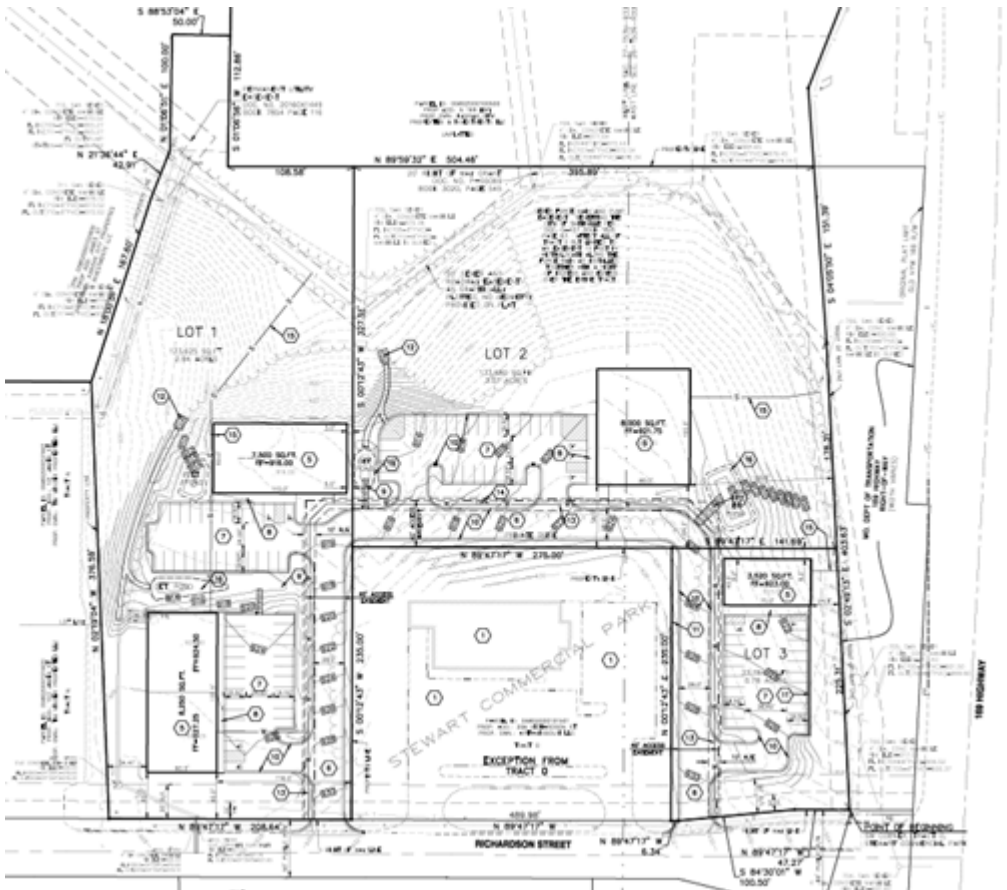
Public Notice Dates:

1st Publication in Newspaper:      September 23, 2021

Letters to Property Owners w/in 185':      September 27, 2021

#### GENERAL DESCRIPTION:

The property is currently Tract O, Stewart Commercial Park subdivision (excluding Post Office Lot). The proposed conceptual plan is for dividing this 7.64 acres into three individual lots with slight variances to the minimum lot size and frontages to accommodate three new lots ranging in size from .78 acre to 3.07 acres in a development surrounding the Post Office. The development seeks to create three lots to include four potential buildings on those lots. All access would be through a private drive off Richardson St. Generally, Conceptual plan include architectural details of the development. This submission does not include such details as the only requirement for this conceptual plan is the lot width and size requirements in our codes. One of the benefits of this process of including architectural plans up front is to avoid the site plan review process for each building as tenants are identified. Without including the architectural details, each lot or building are subject to site plan review for the architectural portions, and to ensure compliance with this plan on all other required items.



400.200.B.3 Guidelines for review of a conceptual development plan for a Planned Development Overlay District, the Commission shall consider the requirements in the site plan review provisions in Section 400.390 through 400.440 when evaluating the following:

a. Topography; to ensure the site is suitable for development, and buildings are located and arranged in appropriate areas.

**Development placement specifically avoids the deep ravine area to the north of the proposed pad sites and leaves, as much as possible for utility construction, the existing good vegetation in the ravine area.**

b. Parking; to ensure the proposed development contains an adequate amount of parking and is located in an appropriate area or adequately screened. Generally, the parking should conform to the required number of spaces appropriate to the development type as contained in Section 400.470. The Commission may allow a deviation from these parking requirements should the applicant show an adequate amount of parking exists.

**Development is laid out in a fashion to meet the site plan requirements on the two lots abutting 169 Hwy to improve the overall view, and then uses Richardson St. as the abutting street for Lot 1. The development**

**has no specific tenants identified, but there exists adequate parking for the four proposed buildings and uses. Any minor variations to building size could impact the required parking, but in no event will a tenant be able to increase a building footprint or change a use without adjusting parking to meet these requirements.**

c. Setbacks; to ensure buildings provide for adequate light, air, and privacy protection by providing appropriate proportion between buildings, and adequate separation between buildings and adjoining properties.

**Development leaves ample spacing between the proposed buildings, as well as the existing facilities.**

d. Architecture; to ensure the architectural theme is compatible and consistent throughout the project and is reasonably compatible with surrounding developments.

**The Development is without tenants and seeks to create the overall look of the development without limiting potential tenants. Therefore, this Conceptual plan will require independent site plan reviews of each proposed building, and must meet the site plan requirements in existence at the time of construction, in particular only to the buildings. All other elements are identified and required as show herein.**

e. Site plan; to ensure the location and arrangement of buildings, signs and other structures are appropriate for the site, existing and proposed streets, drives and public ways are arranged appropriately and to ensure site drainage has been adequately addressed.

**Development prepared and submitted a Stormwater Study and has agreed to construct the required detention structures when the project begins.**

f. Landscaping; to ensure the development provides adequate landscaping to provide a pleasant environment, to enhance the building's appearance, to ensure existing significant trees are adequately protected.

**The Development has a large abundance of existing vegetation on the east and north, but much of it is of limited quality as the site was completely razed in 2008 and all existing trees are wild growth of low-quality trees. The developable area as proposed will include new trees and shrubs to improve the visual appearance of the lots from the public right of way and will leave the dense vegetation in the drainage areas intact.**

g. Any other feature or issue associated with the State zoning and planning enabling legislation or the Comprehensive Plan for the City of Smithville for which the Commission feels is appropriate and relevant to the development of the site.

**Development will include a contribution to the installation of a traffic light at the 169 & Richardson intersection. Developer submitted a Traffic Study which indicated that a light met two of the traffic warrants at the intersection NOW, and that further traffic would reach**

**the levels of other warrants, so a light was needed. With a recent new development proposal on the SE corner of 169 and Richardson, the percentage of each developments contribution to the light is still under consideration by the City and MODOT but will be completed for the Board of Aldermen to approve in a Development Agreement at the second reading of any approved ordinance.**

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the proposed Conceptual plan based upon adherence to the conditions contained in this report, and specifically includes the following recommended findings as contained in 400.200.B.4:

1. That the Commission has reviewed the conceptual development plan with consideration of the issues contained in Subsection (B)(3) above; and
2. That the conceptual development plan is in conformance with the comprehensive land use plan and other appropriate Sections of the Code of Ordinances; and
3. That the conceptual development plan provides for an organized and unified system of land use intensities which are compatible with the surrounding areas; and
4. That the proposed development adequately protects the health, safety and general welfare of future and existing residents and property owners in and around the development.

Respectfully Submitted,

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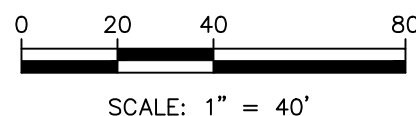
Director of Development





THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE TIME OF SURVEY, THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES NOT WARRANT THAT THE LOCATION OF ALL ABOVE GROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

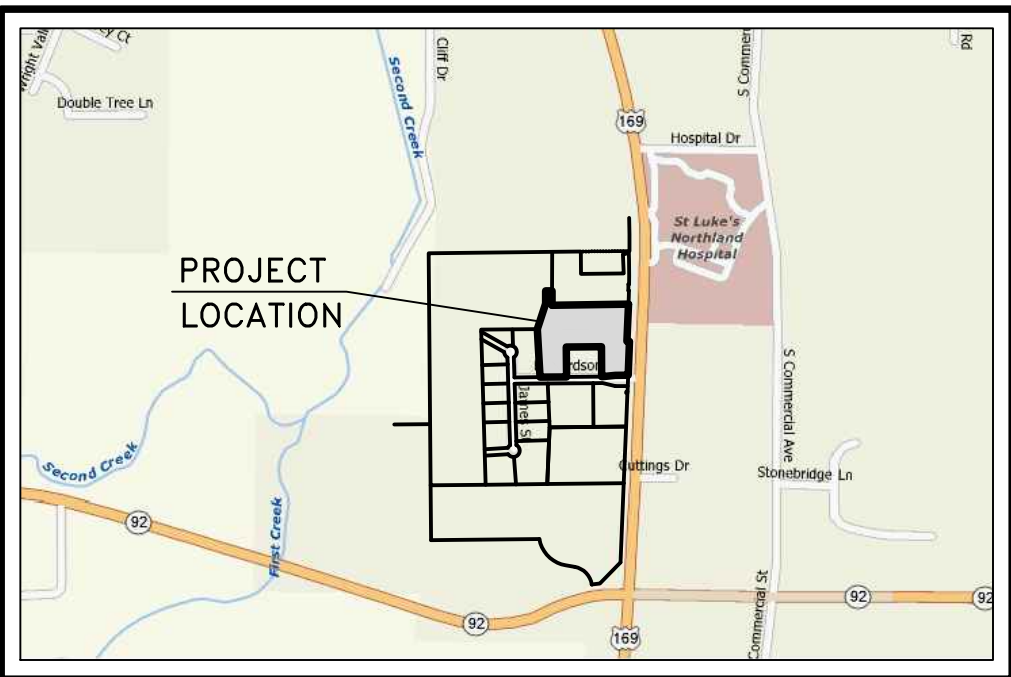
THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEY PARCEL LIES WITHIN FLOOD HAZARD ZONE ZONE "X, NON-SHADED" AS SAID PARCEL PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP FOR CITY OF SMITHVILLE, COMMUNITY PANEL NO. 29047C0102E, effective on 08/03/2015



A REPLAT OF A PART OF TRACT O, "STEWART COMMERCIAL PARK,"  
SMITHVILLE, CLAY COUNTY, MISSOURI  
NE ¼, SEC. 27 - T53N - R33W & NW ¼, SEC. 26 - T53N - R33W

KANSAS CITY PROPERTIES & INVESTMENTS, LLC  
13530 MOUNT OLIVET ROAD  
SMITHVILLE, MO. 64089  
CONTACT: SHANE CREES  
PHONE: 816-719-9327  
E-MAIL: SHANE@KCSINC.COM

KAW VALLEY ENGINEERING  
8040 N. OAK TRAFFICWAY  
CONTACT: MATT CROSS  
PHONE: 816-468-5858  
E-MAIL: [cross@kvenq.com](mailto:cross@kvenq.com)



CITY OF SMITHVILLE, MISSOURI

1. SURVEY PERFORMED BY KAW VALLEY ENGINEERING, INC, WITH PROJECT NO. B07S1187, DATED 3/27/2007.
2. WARRANTY DEED RECORDED AS DOC/FILM: 2007020071 IN BOOK 5706 AT PAGE 8

GRID BEARING OF S 89°46'48" E ON THE NORTH LINE OF SE 1/4, SEC. 27-53-33.

ALL OF TRACT O, STEWART COMMERCIAL PARK, A SUBDIVISION IN SMITHVILLE, CLAY COUNTY, MISSOURI.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT O, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 208.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST A DISTANCE OF 275.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 03 SECONDS WEST A DISTANCE OF 235.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RICHARDSON STREET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART CONDEMNED BY THE STATE OF MISSOURI, EX REL, MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION UNDER CASE NO. CV100-1949CC FOR ADDITIONAL RIGHT OF WAY FOR U.S. ROUTE 169 AND RECORDED IN THE RECORDER OF DEEDS OFFICE OF CLAY COUNTY, MISSOURI ON MAY 19, 2000, AS DOCUMENT NO. Q00178, IN BOOK 3152 AT PAGE 579 AND THE REPORT OF COMMISSIONERS RECORDED JULY 5, 2000 AS DOCUMENT NO. Q06221, IN BOOK 3172 AT PAGE 85 AND THE CORRECTED REPORT OF COMMISSIONERS RECORDED JULY 20, 2000, AS DOCUMENT NO. Q08233, IN BOOK 3177 AT PAGE 907.

1. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH LAWS AND STANDARDS FOR THE STATE OF MISSOURI.
2. ALL INTERNAL AND EXTERNAL BOUNDARY LINES ARE CONTIGUOUS WITHIN THE SURVEYED PROPERTY AND THE ADJOINING PARCELS.
3. SUBJECT PROPERTY HAS DIRECT ACCESS TO RICHARDSON STREET, A DEDICATED PUBLIC STREET.  
TRACT III HAS NO ACCESS TO A PUBLIC STREET.

1	EXISTING
5	PROPOSED BUILDING
6	PROPOSED PRIVATE STREET
7	PROPOSED PARKING
8	PROPOSED CONCRETE WALKWAY
9	PROPOSED TURF REINFORCEMENT MATRIX
10	PROPOSED CURB AND GUTTER
11	PROPOSED RETAINING WALL
12	PROPOSED RIP-RAP
13	PROPOSED WATER LINE
14	PROPOSED FIRE HYDRANT
15	PROPOSED SANITARY SEWER SERVICE LINE
16	PROPOSED DETENTION PORED

○	MONUMENT FOUND
☆	STREET/TRAFFIC SIGN
☆	LIGHT POLE
⊥	UTILITY POLE
←	DEADMAN ANCHOR
⊞	R/W MARKER
⊥	UTILITY POLE W/ TRANSFORMER
⊞	ELECTRIC METER
⊞	ELECTRIC PEDESTAL
OP	OVERHEAD POWER LINES W/ NO. OF LINES
⊞	TELEPHONE PEDESTAL
⊞	LIFT STATION
⊞	STORM SEWER MANHOLE
CO	SANITARY SEWER CLEAN OUT
⊞	SANITARY SEWER MANHOLE
—	SANITARY SEWER LINE
○	CHAIN LINK FENCE
—	FIRE HYDRANT
⊞	WATER METER
⊞	WATER VALVE
—	WATER LINE

LOT COVER  
 DESCRIBED

LOT 1	B-3-P
LOT 2	B-3-P
LOT 3	B-3-P

\*BUILDING HEIGHTS – TBD

DESCRIPTION	REQUIRED
REQUIRED STALLS (1 PER 300SF BUILDING)	78
DESCRIPTION	PROPOSED
ACCESSIBLE PARKING STALLS	9
STANDARD PARKING STALLS	69
TOTAL PARKING STALLS	78

DESCRIPTION	SITE ACRES	SITE SF	COVERAGE	LOT COVERAGE
SITE	6.68 ACRES	291,104 SF		
BUILDING			23,400 SF	8.04%
HARD SURFACE			60,231 SF	20.69%
OPEN AREA			207,473 SF	71.27%
TOTALS	6.68 ACRES	291,104 SF	291,104 SF	100%

BLDG SF/SITE SF=LOT COVERAGE

STATE OF MISSOURI  
 MATTHEW A. CROSS  
 CROSS  
 NUMBER  
 PE-2020008364  
 10/24/21  
 PROFESSIONAL ENGINEER

MATTHEW A. CROSS  
ENGINEER  
MO # 2020008364

8040 N. OAK TRAFFICWAY  
KANSAS CITY, MISSOURI 64118  
PH: (816) 468-5858 | FAX (816) 468-6651  
kc@kveng.com | www.kveng.com



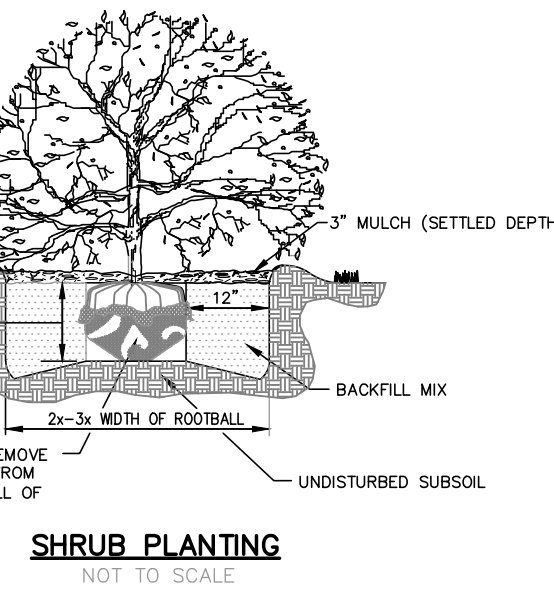
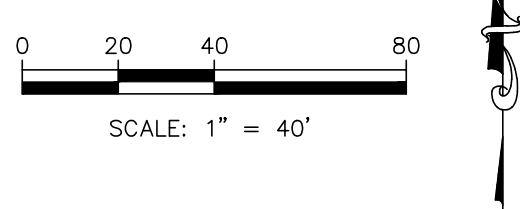
KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842.  
EXPIRES 12/31/21

**RICHARDSON STREET PLAZA**  
RICHARDSON ST  
SMITHVILLE MO.

## PLANNED OVERLAY DEVELOPMENT PLAT

PROJ. NO.		<b>B21D4223</b>	
DESIGNER		DRAWN BY	
<b>MAC</b>		<b>JAD</b>	
CFN			
<b>4223PPLAT</b>			
SHEET		REV	

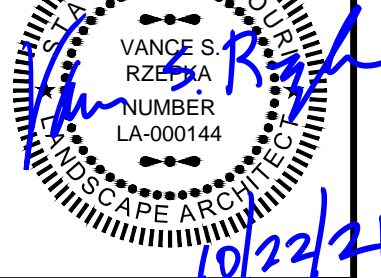




- \* Existing vegetation north of site to satisfy buffer requirements.
- \*\* Existing Vegetation to satisfy 169 HWY. Street Landscaping at North building.
- \*\*\* Foundation plantings at time of building construction to satisfy requirement.
- \*\*\*\* Parking is elevated +/-10 with retaining wall with no room to install shrubs.

SHRUBS/GRASSES/GROUNDCOVER			
DY	12	TAXUS x MEDIA 'DENSIFORMIS'	DENSIFORMIS YEWS
SGJ	17	JUNIPEROUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER

10. IF LEANING OCCURS WITHIN ONE YEAR, TREES SHALL BE RE-STAKED (SEE PLANTING DETAILS).
11. CONTRACTOR SHALL STAKE ALL PLANT MATERIALS PRIOR TO INSTALLATION FOR THE PURPOSE OF DETERMINING CONFLICTS WITH ROCK UTILITIES, ETC. NO PLANTS CAN BE PLANTED DIRECTLY ON ROCK OR UTILITIES. NOTIFY ARCHITECT/ENGINEER/OWNER AT ONCE IF ANY CONFLICTS OCCUR. CONTRACTOR WILL BE REQUIRED TO ADJUST PLANT LOCATIONS AT NO ADDITIONAL COST.
12. ALL DISTURBED AREAS THAT ARE NOT CALLED TO RECEIVE TREES OR SHRUBS SHALL BE SEEDDED WITH AN IMPROVED TURF TYPE TALL FESCUE (3 VARIETIES MIN.).
13. CONTRACTOR IS RESPONSIBLE FOR WATERING ALL PLANTS AND SEED UNTIL ROOTS HAVE KNITTED INTO SOIL AND OWNER HAS OCCUPIED THE BUILDING.
14. ALL SEEDED SLOPES GREATER THAN 4:1 SHALL RECEIVE 1 YEAR EROSION MAT.



**KAW VALLEY ENGINEERING**  
8040 N. OAK TRAFFICWAY  
KANSAS CITY, MISSOURI 64118  
PH. (816) 468-5958 | FAX (816) 468-6651  
kce@kvweng.com | www.kvweng.com

**RICHARDSON STREET PRELIM PLAT**  
**RICHARDSON ST**  
**SMITHVILLE MO.**

---

**LANDSCAPING PLAN**

PROJ. NO.		B21D4223	
DESIGNER	VSR	DRAWN BY	JAD
CFN		4223LP	
SHEET		REV	
1 OF 1		00	



## Board of Alderman Request for Action

**MEETING DATE:** 12/07/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2926-21, Annexation of Lot 24 Lakeside Crossing – 15705 North Wabash Street – 1<sup>st</sup> Reading

---

**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2926-21 for first reading by title only.

**SUMMARY:**

Approving this ordinance would annex Lot 24 of Lakeside Crossing 1<sup>st</sup> Plat into the City.

**BACKGROUND:**

This is one of the remaining lots in Lakeside Crossing that was requested to voluntarily annex in accordance with a Sewer Service Agreement for the subdivision executed in 1996. This represents the final property involved in the City's legal action to finalize these annexations. Upon completion of the annexation process, the legal action can be dismissed.

**PREVIOUS ACTION:**

none

**POLICY ISSUE:**

Annexation

**FINANCIAL CONSIDERATIONS:**

Would increase general tax revenues and reduce sewer use fees.

**ATTACHMENTS:**

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes



**BILL NO. 2926-21**

**ORDINANCE NO. XXXX-21**

**AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF SMITHVILLE, MISSOURI**

**WHEREAS**, on the 1<sup>st</sup> day of November 2021, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

**WHEREAS**, said real estate as hereinafter described is adjacent to and contiguous with to the present corporate limits of the City of Smithville, Missouri; and

**WHEREAS**, a public hearing concerning said matter was held at City Hall in Smithville, Missouri, at the hour of 7 p.m. on the 7<sup>th</sup> Day of December 2021; and

**WHEREAS**, notice of said public hearing was given by publication of notice hereof on the 11<sup>th</sup> day of November 2021 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

**WHEREAS**, at said public hearing all interested persons, corporation or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation, and whereas no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Smithville, Missouri, within fourteen (14) days after the public hearing; and

**WHEREAS**, the Board of Aldermen of the City of Smithville, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

**WHEREAS**, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1. Pursuant to the provisions of Section 71.012 RSMo 1969, as amended by laws of 1976, the following described real estate is hereby annexed into the City of Smithville, Missouri, to wit:

Lot 24, Lakeside Crossing 1<sup>st</sup> Plat

SECTION 2. The boundaries of the City of Smithville, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent to and contiguous with the present corporate limits.

SECTION 3. The City Clerk of the City of Smithville, Missouri, is hereby ordered to cause three (3) certified copies of this ordinance to be filed with the Clay County Clerk.

SECTION 4. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor, only if no written objection is received within fourteen (14) days of the public hearing as provided by Section 71.012.

PASSED THIS \_\_\_\_ DAY OF DECEMBER 2021.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST

\_\_\_\_\_  
Linda Drummond, City Clerk

First Reading: 12/07/2021

Second Reading: 12/21/2021



## **STAFF REPORT**

December 7, 2021

Annexation of Parcel Id # 05-908-00-03-011.00

**Bill No. 2926-21**

---

Application for Voluntary Annexation of Land to the City

Code Sections: State Law Section 71-012 Annexation

Property Information: Address: 15705 N. Wabash St.

Owner: Jeff and Jami Coulter

Notice Date: November 11, 2021

### **GENERAL DESCRIPTION:**

The applicant seeks to annex Lot 24 of Lakeside Crossing into the city.

### **COMPLIANCE WITH COMPREHENSIVE PLAN**

Voluntary annexation is a request by a property owner and is subject to the discretion of the City. The Comprehensive Plan currently identifies certain areas that can be considered for annexation. The subject property is surrounded by the city limits on three sides and a part of the Lakeside Crossing subdivision.

### **CONTIGUOUS AND COMPACT**

Property meets the State law requirement of 15% of the boundary be contiguous.

### **ABILITY TO PROVIDE SERVICES**

All utilities and services are provided in the subdivision at this time.

### **STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the proposed annexation.

Respectfully Submitted,

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Zoning Administrator



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Bill No. 2927-21, Purchasing Agreement with Software House International – 1<sup>st</sup> Reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2927-21, for first reading by title only.

**SUMMARY:**

The purpose of this Agreement is to facilitate compliance with state procurement requirements, to relieve the burdens of the public agency purchasing function, and to realize various potential economies, including administrative cost savings.

**PREVIOUS ACTION:**

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

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

City staff is recommending that the City enter into an agreement with Software House International to take advantage of its additional bidding process particularly for (but not limited to) the purchase of security cameras and software.

**ATTACHMENTS:**

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

**ORDINANCE APPROVING AN AGREEMENT WITH SOFTWARE HOUSE  
INTERNATIONAL**

**WHEREAS**, Software House International, hereinafter referred to as "SHI" provides state agencies the ability to purchase personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis; and

**WHEREAS**, the products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri; and

**WHEREAS**, the intent of the agreement is to provide a robust assortment of products and services from which the state may purchase. SHI assist and provides product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs; and

**WHEREAS**, City staff has recommended that the City enter into an agreement with SHI to take advantage of its additional process particularly for (but not limited) the purchase of security cameras and software; and

**WHEREAS**, SHI has provided a Participation Agreement (attached hereto as Exhibit 1) for the City to participate in this program.

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

That the Mayor is authorized and empowered to sign on behalf of the City the Participation Agreement with Software House International attached hereto in the form of Exhibit 1.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the \_\_\_\_ day of December 2021.

\_\_\_\_\_  
DAMIEN BOLEY, MAYOR

ATTEST:

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LINDA DRUMMOND, CITY CLERK

1<sup>st</sup> reading 12/07/2021

2<sup>nd</sup> reading \_\_/\_\_/\_\_



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

March 26, 2018

**CONTRACT TITLE:** PC PRIME VENDOR SERVICES

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 9, 2018 through June 30, 2019</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	February 9, 2018 through June 30, 2019
	Renewal Options Available:	Three (3) One-Year Periods
	Potential Final Expiration:	June 30, 2022
<b>BUYER INFORMATION:</b>	Christopher Lozuaway 573-751-1567 <a href="mailto:Christopher.Lozuaway@oa.mo.gov">Christopher.Lozuaway@oa.mo.gov</a>	

**QUOTES MAY BE REQUESTED FROM SHI INTERNATIONAL CORP. PRIOR TO APRIL 1, 2018;  
HOWEVER, ORDERS SHALL NOT BE PLACED UNTIL APRIL 1, 2018.**

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES WHO FALL  
UNDER RSMO 34.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included  
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract  
Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT160910001	2230096480 0 / MB00084470	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873 Phone: (512) 517-4088 Fax: (732) 868-5903 Web Address: <a href="http://www.shi.com">www.shi.com</a>	• SHI (MBE/WBE)	Yes



## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
2/9/18 – 6/30/19	4/2/18	Transition Language Removed, RoundTrip Catalog Information Added, Attachment A – SHI International Corp. Contact Information Phone Number Amended on Page 2, and Attachment C – RFPT30034901600910 Added
2/9/18 – 6/30/19	3/26/18	Contract awarded

**NOTICE: EFFECTIVE APRIL 1, 2019, ROUNDTrip CATALOG IS AVAILABLE WITHIN MISSOURIBUYS TO PLACE ORDERS FROM.**

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## **ATTACHMENTS**

Attachment A – SHI International Corp. Contact Information  
Attachment B – PC Prime Vendor Services Contract Usage Guide  
Attachment C – RFPT30034901600910

**MVE WAIVER REQUIREMENTS** – In the event printer toner is available from Missouri Vocational Enterprises (MVE), the state agency must acquire the item from MVE as required by section 217.575 RSMo unless the state agency has obtained a waiver from MVE (<http://oa.mo.gov/mo/samii/fin/bulletins/MVEReleaseForm021805.pdf>). It is the agency's responsibility to check the MVE catalog (<http://doc.mo.gov/mve/html/1.htm>) prior to making purchases for toner from the PC Prime Vendor contract.

## **1. GENERAL CONTRACT INFORMATION:**

- 1.1 Purpose:** The purpose of the PC Prime Vendor contract is to provide state agencies the ability to purchase personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. SHI shall not offer products and services outside the parameters defined within this document.

The intent of the contract is to provide a robust assortment of products and services from which the state may purchase. SHI shall assist and provide product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs.

- 1.2 Product Use:** All hardware and software available for use through the contract and as acquired by the state agency shall be utilized in a microcomputer/personal computer environment. SHI must report to a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to work with SHI and the Division of Purchasing to monitor the actual utilization of the contract to confirm whether hardware and software purchases are consistent with intended scope of contract.

Any hardware and software ordered by and delivered to the state must be compatible with the environment for which it is ordered.

- 1.3 IT Accessibility:** State agencies shall be responsible for accommodating the PC computing needs of their disabled employees. If the PC computing products needed to accommodate accessibility issues are available under the contract, the state agencies may, but are not required to, use the contract to accommodate such special needs.

- 1.4 Website Access:** Information relating to the price and availability of the entire list of hardware and software products, as well as services, is available on SHI's web site at <https://www.publicsector.shidirect.com/>.

User Name: Missouri  
Password: PCprime1

- 1.5 Eligible Users:** The contract is mandatory for all executive branch state agencies with the exception of the Missouri Lottery and state colleges and universities and with the exception of those items noted herein as non-mandatory for the state agencies. For these exempted agencies, as well as the legislative and judicial branches of state government, the contract is a non-mandatory contract. In addition, cooperative procurement entities are allowed to purchase from the contract.

- 1.6 Single Point Of Contact:** SHI is the single point of contact for all products and services regardless of subcontract arrangements. This includes assuming responsibility and liabilities for all problems relating to any hardware, software, and value-added related services provided.

For information regarding hardware and software pricing/quotes, state agencies should contact their respective inside sales representative listed in Attachment A. For information regarding all other support services including order status, returns, computer repair, maintenance agreement pricing, etc., users should call or email the appropriate inside sales representative.

Team Accessibility: The account management team will be accessible by both telephone and e-mail between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.

The toll free number: 888-711-2613.

**1.7 Subcontractors:** SHI is partnering with UTC and InfiniTech to provide IT services including maintenance, installation of hardware and software, implementation, support including Help Desk, Server Administration, project management, and network support and network security. SHI is a Large Account Reseller (LAR) for all Microsoft products.

**1.8 Employee Purchase Website:** SHI's website provides direct links to the employee purchase programs made available by the manufacturers to state employees. More information about the Employee Purchase Website will be provided in the near future.

## **2. PRICING INFORMATION**

**2.1 Acquisition Options/Pricing:** SHI will apply the following percentages over SHI's documented acquisition cost:

<b>Description</b>	<b>Percentage Over Acquisition Cost</b>
Desktop Computers, Portable Computers, Peripherals, and Printers	2.75%
Servers	2.75%
Software and Software Maintenance (excluding Microsoft)	2.5%
Microsoft Software and Maintenance	1.25%
Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software tracking)	5%
Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	5%

SHI's documented acquisition cost shall be the actual price paid by SHI for the products and services sold and shall be determined at the time of shipment. SHI shall not invoice the state agency until SHI has documentation of their final documented acquisition cost from the supplier and until SHI ships the product(s). SHI shall invoice the state agency for all hardware and software provided under the contract based upon SHI's documented acquisition cost for that product multiplied by the applicable percentage over acquisition cost for the appropriate product category stated in the contract. Orders may include any hardware or software item, supplies, manufacturer-provided hardware and software warranty upgrades, extended warranties and service plans. Orders may vary between the manufacturer's product categories.

Pricing information can be found in MissouriBUYS, on SHI's website, or provided by SHI's account management team. This pricing may be valid at the time of viewing on-line or submitted in a price quotation; however, the invoiced price may differ since pricing may change daily due to changes in the market. Invoice pricing (ship date pricing) may be lower than that stated in the on-line catalog. There may be situations where the invoice price is higher than the order price. In these situations, the invoice amount shall be the price paid by the state agency.

**2.2 Purchasing Cards (P-Cards):** In the event a state agency wishes to utilize a State of Missouri Purchasing Card (P-Card) to pay for purchases under the contract, SHI shall accept the P-Card for payment and will charge an additional fee of 2.45% over SHI's documented acquisition cost to accommodate the request. Fees associated with the use of P-Cards shall only apply to purchases utilizing P-Cards. The state agency shall inform SHI at the time that a price quotation is requested if they intend to utilize a P-Card for payment of the subsequent order. The

state agency may request a price quotation that includes the use of a P-Card and a price quotation that does not include the use of a P-Card.

**2.3 PC and Printer Bulk Buy Purchases Information:** The State of Missouri has established a bulk buy program with each of the manufacturers for the purchase of desktops, portable computers, and printers. Pricing for these items shall be re-established for set periods of time with state agencies able to purchase the awarded products during the designated timeframe. State agencies may visit the separate links for the bulk buy spreadsheets, which include the current pricing and configurations. State agencies may also visit MissouriBUYS' punchout catalog or SHI's website to view the pricing for the awarded products.

**2.4 Educational Discounts:** The State of Missouri has entered into a Microsoft Education Select Agreement to offer discounted pricing on some of Microsoft's educational products. The state agency must contact SHI for specific educational products and associated discounts.

### **3. PRICE QUOTATION AND ORDER PROCESSING**

**NOTE: Effective April 1, 2018, RoundTrip Catalog is available within MissouriBUYS to place orders from.**

**3.1 Product/Pricing Assistance:** SHI's account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

- a. State agencies may obtain product and pricing information by calling SHI's toll-free number (888-711-2613), or may consult the MissouriBUYS punchout catalog or SHI's website for a description of the products or services at <https://www.publicsector.shidirect.com/>.
- b. Team Accessibility: SHI's account management team shall be available between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding state holidays. (A list of Missouri State Holidays can be found at the following location: <https://oa.mo.gov/commissioner/state-holidays> )

**3.2 Price Quotations:** SHI must provide a price quotation for products and services available through the contract when requested by a state agency. SHI must not issue a waiver (or refuse to provide a quote) for *mandatory hardware and software* acquisitions if they are available to SHI. If a waiver is given, a reason must be provided in writing.

- a. SHI must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. SHI must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours. The price quotation must, at a minimum, include the following information:
  1. Price Quotation Number;
  2. Contract Number;
  3. Requested Product and/or Service Description;
  4. Product and/or Service Manufacturer/Provider Name;
  5. Product Number;
  6. Requested Quantity;
  7. Unit Price per Item;
  8. Extended Price per Item;
  9. Total Price of Quoted Items;
  10. Estimated Delivery Timeframe;
  11. State Agency's Contact Information;
  12. Contractor's Account Management Team Member's Contact Information Who Provided Price Quotation;
  - and
  13. Date Price Quotation Was Submitted To State Agency.

- b. The price quotation must, upon the agencies' request, will include the name, quoted price, estimated delivery date for each of the sources that SHI received a quote on the state's behalf, and date the price quotation was requested by agency.
- c. SHI commits to the following response times to provide a price quotation:

Quote Type	Description	Expected Response Time
Standard Quote Request	Request For Quote (RFQ) submitted by the state agency includes manufacturer's part number and detailed product description	No more than 2 – 4 Business Hours
Non-Standard Quote Request	RFQ's that require extensive research and or configuration and engineering assistance	No more than 24 Hours

- d. If prolonged research is required, SHI commits to contacting the customer via phone or email within twenty-four (24) hours to give a status and an estimated time that the customer can expect a completed quote response. Should research require more than five (5) business days, a waiver for the state agency to purchase the item(s) outside of the contract may be requested from SHI.

**3.3 Purchase Order Issuance:** the state agency shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via MissouriBUYS' punchout catalog or SHI's website. SHI will specify, at a minimum, the following information:

- a. Contract number;
- b. Order number;
- c. State Agency Number/Identifier (if applicable);
- d. State Agency Contact (agency's name, contact person [two (2) individuals if possible] and phone numbers);
- e. Contract Line Item Number;
- f. Quantity;
- g. Unit price;
- h. Delivery Instructions; and
- i. Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

If any of the above information is omitted on a purchase order, delays in processing may occur. If ordering a computer system that is custom configured in MissouriBUYS' punchout catalog or on SHI's website, the quote number that is provided by the manufacturer must be provided on the purchase order, and a printed copy of the quote must accompany the properly authorized purchase order or other form of authorization when emailed, mailed or faxed.

SHI must provide email acknowledgement to the state agency within twenty-four (24) hours of the receipt of the state agency's order. The email alert contains a link back to SHI's online order tracking site.

**3.4 Order Substitutions:** SHI shall not substitute any item(s)/component(s) ordered by a state agency until SHI: 1) notifies the state agency in writing, and 2) receives written approval from the state agency to proceed with the substitution.

- c. Substitution Authorization: The State of Missouri reserves the right to accept any proposed substitution offered by SHI on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- d. Substitution Approval Form: SHI must provide a form for state agencies to use to indicate their approval of a product substitution prior to SHI's shipment of the substituted goods. This approval may be executed via e-mail, fax, or hardcopy mail/delivery.



**3.5 Payment In Advance:** The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and manufacturers' hardware warranty upgrades only. All other payments, including payments for third-party provided hardware maintenance programs and time and materials maintenance shall be made in arrears.

**3.6 Transfer of Ownership:** SHI shall transfer ownership of all products and services purchased through the contract to the state agency upon acceptance, including providing this ownership information to the original manufacturer or vendor providing the hardware or software.

#### **4. DELIVERY AND PRODUCT RETURNS**

**4.1 General Delivery Requirement:** SHI must deliver the item(s) ordered, FOB destination, freight charges prepaid by SHI, to the agency location specified on the purchase order issued by the state agency. SHI must facilitate delivery of the product to the state agency's location as specified on the order. All items must be delivered to the state agency's facility (i.e. loading dock, inside of the facility) pursuant to the state agency's request as identified in the quotation and subsequent purchase order.

**4.2 Normal and Expedited Shipping:** Normal and reasonable freight charges must be included in SHI's documented acquisition cost of all hardware or software purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2<sup>nd</sup> day service, etc.). Any such requests shall be in writing from the state agency.

**4.3 Pallet Delivery:** SHI must provide for the removal of equipment from pallets and delivery of equipment within the state facility, upon request of the state agency. The State of Missouri may incur additional charges for the removal of equipment from pallets. Any such additional charges must be included in SHI's documented acquisition cost, as defined herein. The state agency shall advise SHI of pallet delivery requirements, upon placement of order(s).

**4.4 Delivery Timeframes:** SHI must deliver all products within thirty (30) calendar days after SHI's receipt of a properly authorized purchase order unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.

**4.5 Delay In Delivery Date:** SHI must notify the state agency of a later delivery date should the actual delivery date exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

**4.6 Damaged Product:** SHI shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional or damaged items to SHI for replacement. Any product(s) returned to SHI for replacement shall be delivered to SHI in accordance with the product return requirements identified below.

**4.7 Product Returns:** SHI must provide for product returns in accordance with the following requirements:

- a. **Return Notification:** Unless otherwise mutually agreed to in writing by SHI and the state agency, the return of products shall occur at no cost within thirty (30) calendar days after the state agency's initial receipt of the product in accordance with the supplier/manufacturer product return policies. If a product is ordered/received due to contractor error, SHI shall accept return of the product within thirty (30) calendar days after the state agency's initial receipt of the product whether unopened or opened. No product may be returned after thirty (30) calendar days without the manufacturer's or supplier's approval. All defective products must be handled through the product warranty plan.

1. The state agency shall call the toll-free number (888) 711-2613 to obtain a return authorization (RA) in order to return any product(s).

- b. **Return Packaging:** SHI shall not require the agency to return any products in their original packaging unless required by the manufacturer. Original packaging shall be considered the packaging directly holding the product, not the shipping container.
- c. **Restocking Fees:** The state agency shall not be responsible for restocking fees or any other charges and or fees resulting in the return of products purchased as a result of mis-designed systems or improperly ordered components, if SHI's account management team assumed the role of integrator or consultant for the products ordered. The state agency shall be responsible for reasonable applicable restocking fees in the return of products purchased and returned due to the state agency's ordering error.

## **5. DESKTOP COMPUTERS, PORTABLE COMPUTERS, SERVERS, PRINTERS AND PERIPHERALS/SUPPLIES**

**5.1 New/Used Equipment:** All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.

**5.2 Required Hardware:** The following hardware is required to be purchased by state agencies through the contract. The categories of equipment are limited to the referenced manufacturers only.

- a. **Desktop Computers:** SHI must provide the entire enterprise (business class, thin client, network certified, etc.) line of desktop products, including virtual desktop products, from each of the manufacturers listed below. The desktop computers provided under the contract shall be limited to these manufacturers only, unless the contract is otherwise amended by the state. SHI must be able to provide desktop computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency.

- 1. Apple
- 2. Dell
- 3. Hewlett Packard
- 4. Lenovo

- b. **Portable Computers (Laptops, Notebooks, Netbooks, Table PCs, and Ruggedized Computers):** SHI must provide the entire enterprise (business class, network certified, etc.) line of portable products including laptops, notebooks, netbooks, tablets, and ruggedized computers, from each of the manufacturers listed below. Portable (including tablets) computers acquired from the contractor shall not be acquired with a cellular wireless data plan. Inactivated cellular network cards from the laptop and tablet manufacturers are allowed. SHI must be able to provide portable computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The portable computers, except for tablets, provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state. Any consolidated Office of Administration (OA) state agency desiring a tablet from a manufacturer not identified herein must first receive approval from the OA Information Technology Services Division (OA-ITSD). The contractor must receive written approval from OA-ITSD before supplying OA state agency tablet requests from manufacturers other than those identified herein:

- 1. Apple
- 2. Dell
- 3. Hewlett Packard
- 4. Lenovo
- 5. Microsoft
- 6. Motion Computing (tablet PCs only)
- 7. Panasonic (ruggedized line only)
- 8. Samsung (tablets only); and
- 9. Xplore Technologies (ruggedized line only).

- c. **Servers:** SHI must provide the entire enterprise (business class, network certified, etc.) line of server products from each of the manufacturers listed below. SHI must be able to provide servers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The servers provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state:

1. Cisco (only for servers not used for network purposes)
2. Dell
3. Hewlett Packard
4. Lenovo

- d. **Printers (Including Printer-Based Multifunctional Equipment):** SHI must provide the entire enterprise (business class, network certified, etc.) line of printer products, including multi-functional equipment, from each of the manufacturers listed below. The printers provided under the contract shall be limited to only the following manufacturers listed below, unless the contract is otherwise amended by the state:

1. Canon
2. Dell
3. Epson
4. Hewlett Packard
5. Kyocera Mita
6. Lexmark
7. Oki Data
8. Sharp (Multifunctional devices only\*)
9. Xerox

- \* Multi-functional printer equipment shall be defined as the following:
  - Multi-function printer equipment shall include an inkjet or laser-printer print engine.
  - Multi-functional printer equipment shall include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
  - Multi-functional printer equipment shall be self-maintainable with a minimal reliance on vendor maintenance (on-site warranty/extended warranty solutions shall continue to be required and available upon request of the state agency).
  - Once the manufacturers' warranty/extended warranty ends, multi-functional printer equipment maintenance costs shall either be based on (1) a monthly fee, or (2) usage (click charges), or (3) acquisition of self-maintenance kits. The maintenance approach shall be made at the sole discretion of the using state agency.
  - Copier-based or any other multi-function equipment not meeting all of the criteria above shall not be acquired through the contract.

NOTE: Consolidated state agencies must coordinate with Keith Jones with OA/ITSD before purchasing any printing and/or scanning devices that will be connected to the state's network. Keith can be reached at (573) 751-1414 or [Keith.Jones@oa.mo.gov](mailto:Keith.Jones@oa.mo.gov).

NOTE: All state agencies must coordinate with Dan Mustoe with State Printing before purchasing any color printers. Dan can be reached at (573) 526-2126 or [Dan.Mustoe@oa.mo.gov](mailto:Dan.Mustoe@oa.mo.gov).

- 5.3 Peripherals/Supplies:** SHI will provide the required and non-mandatory PC-related peripherals and non-mandatory media/supplies specified below in addition to the personal computer components outlined herein. The peripherals offered by SHI through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

**a. Required Peripherals:**

1. Memory Expansion
2. Monitors (30" screen or below)

3. Portable computer accessories (batteries, docks, and port replicators)
4. PC Components (CPU upgrades, motherboards, graphic cards, and sound cards)
5. Server Components (racks and cabinets)

**b. Non-mandatory Peripherals:**

1. Storage Area Networks (SAN): The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:
    - Dell
    - EMC
    - Hewlett Packard
    - Hitachi
    - IBM
    - Lenovo
    - NetApp
    - Sun Storage
    - Xiotech Corporation
  2. PC-Based Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.)
  3. PC-Based Input Devices (mice, keyboards, etc.)
  4. PC-Based NICs
  5. Digital Cameras and Camcorders
  6. PC-Based Solid State Storage
  7. PC-Based Multimedia Equipment (projectors, whiteboards, etc.)
  8. PC-Based Audio Components (speakers, microphones, headphones, etc.)
  9. PC-Based Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.)
  10. PC-Based Plotters
  11. PC-Based Power Protection (surge protectors, uninterrupted power supplies, etc.)
  12. PC-Based Security and Protection Hardware (privacy filter, anti-glare filter, portable computer security lock, etc.)
  13. PC-Based Video Conferencing Equipment only from brands Tandberg, Polycom, and Bridget;
    - Magnetic Tape Backup
    - Modems
    - Monitors (greater than 30")
    - Scanners
- c. Non-Mandatory Media/Supplies: State agencies may but are not required to purchase these supplies through the contract:
1. Recordable Optical Media
  2. USB Flash Drive
  3. Printer Supplies
  4. Printer Maintenance Kits

**5.4 Product Use:** All hardware available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. Acquisition of midrange and mainframe computers is not permitted through this contract.

**5.5 Documentation/Operating Manuals:** SHI must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and/or operating manual (either hardcopy or electronic version) for all hardware provided.

**5.6 Certifications:** If requested by the State of Missouri, SHI must supply hardware certifications, including FCC Class B Certification, UL Listed, Novell Labs Tested and Approved, etc. These certifications are required only as applicable and available from the manufacturers.

**5.7 Excluded Products:** The following items are **NOT** currently being considered for inclusion in the contract:

- a. Telecommunications Equipment (including cellular devices, except for inactivated internal cellular network cards provided by the manufacturer)
- b. Networking Products (other than those listed under Required and Non-Mandatory Peripherals)
- c. Standalone Copy Machines
- d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines
- e. Cellular Wireless Communication Products
- f. Standalone Facsimile Machines
- g. Microfiche/Microfilm Products
- h. Multiplexers
- i. Midrange Computer Products
- j. Mainframe Computer Products
- k. Kiosk Housing, except for internal PC-based components allowed above

## **6. SOFTWARE AND SOFTWARE MAINTENANCE**

**6.1 Required Software:** SHI must provide all the PC software products provided by the software manufacturer as listed below:

- l. Adaptive Protocols
- m. Adobe
- n. Advanced Software Products Group, Inc
- o. Bomgar
- p. Citrix Software
- q. ESRI
- r. FireEye
- s. IBM
- t. Lakeside
- u. McAfee
- v. Microsoft
- w. Parallels
- x. RSA
- y. VMware
- z. SAP
- aa. SDI USA Inc.
- bb. Symantec

NOTE: "PC SOFTWARE PRODUCT LINES," AS DEFINED FOR PURPOSES OF THE CONTRACT, ARE ALL SOFTWARE, UPGRADES, MAINTENANCE, DOCUMENTATION, MEDIA, AND TEMPLATES WHICH ARE WIDELY AVAILABLE IN THE MARKETPLACE FROM A SPECIFIC PC SOFTWARE MANUFACTURER.

**6.2 Volume License Agreement Software:** SHI must provide the entire software product lines for software manufacturers that the State of Missouri has established volume license agreements. The State of Missouri reserves the right to establish new volume license agreements for software. SHI must assist in establishing the volume agreements between the state and the software manufacturer. The state reserves the right to bid out software products to establish volume license agreements through a separate procurement process if it is deemed to be in the best interest in the state.

The State of Missouri currently maintains the following volume licensing agreements:

Software Manufacturer	Agreement Name	Pricing Levels
Microsoft:	Select 6 Local & State Government	Application: D
		Systems: D
		Servers: D
	Select 6 Academic	Application: D
		Systems: D
		Servers: D
	Enterprise 6	D
IBM/Lotus:	International Passport Advantage Agreement	J

- 6.3 Versions:** SHI must provide the most recent version of all software, unless specified otherwise by the state agency. The most recent version of software shall be considered the newest version announced by, and available from, the software manufacturer at the time of delivery by SHI.
- 6.4 Manufacturer-Authorized Software:** SHI must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri's using agencies. The software packages must contain, when available from the manufacturer, the manufacturer's user/installation documentation (physical or digital copies are acceptable), except for "media only" software. SHI must provide registration and licensing documents when provided by the manufacturer.
- 6.5 Non-Mandatory Software:** The acquisition of PC software and Volume License Agreement Software from manufacturers other than the required software manufacturers' products listed herein may be made through the contract (if available from the SHI). The state reserves the right to procure PC software, especially those for which maintenance will be required in subsequent years, through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing.
- a. State agencies may purchase non-mandatory software through SHI, CDW, Insight, or EnPointe through the NASPO ValuePoint "Software Value-Added Reseller" contract:  
<http://www.naspovaluepoint.org/#/contract-details/69/overview/general>
- 6.6 Mandatory Software Maintenance:** SHI must provide for the acquisition of maintenance for all mandatory software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all mandatory PC software, whenever available, from one of the mandatory software manufacturers' PC software product lines.
- a. SHI should provide the agency written notification ninety (90) calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance and licenses has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.
- 6.7 Non-Mandatory Software Maintenance:** SHI must provide for the acquisition of maintenance for all software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all non-mandatory PC software, whenever available, from one of the non-mandatory software manufacturers' PC software product lines.
- 6.8 Product Use:** The software available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment.
- 6.9 Security Solutions:**

SHI must provide security hardware, software, and services solutions which include the following categories:

- a. Training and Awareness
- b. Threat Intel
- c. Firewalls
- d. Anti-virus
- e. Intrusion Prevention Systems
- f. Advanced Malware Protection
- g. Breach Detection
- h. Data Loss Prevention
- i. Web Gateways
- j. Web Application Firewalls
- k. Mail Gateways
- l. Network Access Control
- m. Denial of Service Protection
- n. Shadow IT
- o. Insider Threat
- p. Security Analytics
- q. Authentication and Access Management
- r. Secure Remote Desktop Access
- s. Network Forensics
- t. Endpoint Forensics
- u. Governance, Risk, and Compliance
- v. Incident Response
- w. Vulnerability Management
- x. Vulnerability Assessments

State agencies are not required to purchase security solutions through the contract.

## **7. MANUFACTURER PROVIDED VALUE-ADDED SERVICES**

**7.1 Required Value-Added Services:** SHI must provide for the acquisition, if requested by the state agency, of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-authorized entities to meet the varying needs of the state agencies. Services, when available from the manufacturer, must include, but are not limited to, warranty, warranty upgrades, service plans, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and training.

**7.2 Manufacturer Warranty:** State agencies may, but are not required to, purchase maintenance under the contract. Warranties shall commence upon delivery and acceptance at the state agency facility.

- a. **Manufacturer Warranty Upgrades:** SHI must provide for the acquisition of manufacturers' upgrades to the standard warranties for all servers, desktops, portable computers, and printers available.
- b. **Manufacturer Service Plans:** For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s), after expiration of applicable warranties SHI shall provide for the acquisition of manufacturer service plans for all servers, desktops, portable computers, and printers available.

**7.3 Critical Systems Hardware Maintenance:** SHI shall provide for the acquisition, when available from the manufacturer, of critical systems maintenance for servers, desktops, portable computers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider (if applicable). Critical systems hardware maintenance shall be defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).

- a. SHI must provide for critical maintenance support minimally in and surrounding the following Missouri cities: Jefferson City, Lee's Summit, Macon, Popular Bluff, Rolla, Springfield, St. Joseph, St. Louis, and



Willow Springs. These cities represent the locations of the individual Missouri Highway Patrol troop headquarters, although all agencies in these locations shall have the ability to order critical system maintenance, if necessary. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time. Critical fix time shall be defined as equipment repair occurring within twenty-four (24) hours after notification of the problem.

- 7.4 Fixed Asset Tracking:** SHI must provide for the acquisition, when available from the manufacturer, of hardware/software asset tracking services from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI must provide the ability to receive information from the manufacturer of those assets, or a manufacturer-authorized third-party provider (if applicable), that the state determines must be tracked. The state will work with SHI to determine what information is available and how it could be imported into the state's financial system – Statewide Advantage for Missouri II (SAM II).
- 7.5 Hardware Imaging:** SHI must provide, when available from the manufacturer, hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking from the manufacturer or a manufacturer-authorized third party provider (if applicable).
- 7.6 Installation/Install Assistance:** SHI must provide, when available from the manufacturer, installation services, upon request by the state agency, from the manufacturer or a manufacturer-authorized third party provider (if applicable) for new systems.
- a. **System Installation/Setup Options:** SHI must provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required SHI to deliver with the specific hardware and/or software ordered.
- 7.7 Implementation Services:** SHI must provide, when available from the manufacturer, implementation services provided by the manufacturer and a manufacturer-authorized third party provider (if applicable). Implementation services shall encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, integration, running, testing, and making any necessary changes.
- 7.8 Technical Support:** SHI must provide, when available from the manufacturer, toll-free telephone and on-line technical support from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.
- 7.9 Equipment Disposal:** SHI should provide, when available from the manufacturer and upon the state agency's receipt of a waiver from the Missouri State Agency for Surplus Property (MOSASP), or, if an agency is exempt from the requirement to dispose of equipment through MOSASP, disposal services for functional and non-functional computer equipment from the manufacturer or a manufacturer-authorized third party provider (if applicable). The State of Missouri does not currently intend to utilize these services for functional equipment however, if the desire does arise in the future, the state reserves the right to obtain the services through the contract.
- 7.10 Software Training:** SHI must provide, when available from the manufacturer, manufacturer and manufacturer-authorized third party (if applicable) software training services not available through the State of Missouri's statewide software training contracts. For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

## **8. OPTIONAL SHI PROVIDED VALUE-ADDED SERVICES**

- 8.1 Optional Value-Added Services:** State agencies are not required to utilize the contract for SHI-provided value-added services described herein. SHI must be able to provide for the acquisition, if requested by the state agency, of installation services, implementation services, non-manufacturer warranty/service plans, non-manufacturer installation services, help desk/call center services, technical support, fixed asset tracking, hardware imaging,

equipment disposal, training, and solution testing and research services. SHI may, but is not required to, provide additional appropriate value-added services. SHI's provided value-added services shall not include consulting services. All SHI-provided value-added services must be provided for both networked and non-networked devices. SHI must provide for the acquisition of all contractor-provided value-added services for all mandatory manufacturers identified in the RFP.

**8.2 Installation/Install Assistance:** Upon request by the state agency, SHI must be able to provide installation services for new systems. If the equipment is considered to be user-installable, SHI must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.

a. **System Installation/Setup Options:** At the discretion of the state agency, SHI must be able to provide for the acquisition of manufacturers' system installation/setup options to be used. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required SHI to deliver with the specific hardware and/or software ordered.

**8.3 Hardware Imaging:** SHI must be able to provide contractor-provided or third-party provided hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking.

**8.4 Implementation Services:** SHI must be able to provide implementation services provided by SHI or a third party. Implementation services should encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, running, testing, and making any necessary changes.

**8.5 Non-Manufacturer Warranty/Service Plans:** SHI must be able to provide other warranty/service plans, including but not limited to, contractor-provided or third-party provided warranty/service plans which are certified by the manufacturer. Any non-manufacturer warranty/service plans offered should provide similar degree of services to what the manufacturers offer.

a. **Maintenance Requests Over the Internet:** It is desirable that SHI provide online requests for maintenance services or warranty services using the Internet.

**8.6 Non-Manufacturer Installation Services:** SHI shall provide other installation services provided by SHI or third party which are certified by the manufacturer.

**8.7 Technical Support:** SHI must be able to provide toll-free telephone and on-line help-desk and technical support, and call center services. SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

**8.8 Software Training:** SHI must be able to provide contractor or third party software training services not available through the State of Missouri's statewide software training contracts (C212030001-006). For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

**8.9 Solution Testing and Research Services:** SHI must be able to provide an environment that provides the ability to design, build, educate, demonstrate, and deploy hardware and software solutions.

## **9. REPORTS**

**9.1 Sales/Utilization Reports:** SHI must provide quarterly and annual sales/utilization reports electronically to the buyer of record and to other groups or committees when requested and deemed appropriate by the Division of Purchasing. The state reserves the right to request such utilization reports be produced on a monthly basis as deemed necessary.

- a. An electronic copy of the utilization report must be delivered within ten (10) business days of the date the report is requested by the buyer of record, unless a longer period of time is agreed to by the buyer.
- b. The report must include at a minimum the manufacturer/provider's name, types of products/services sold by each manufacturer/provider (i.e. hardware, software, training, etc.), purchaser of product (i.e. agency, cooperative entity, etc.) quantities purchased, and sales totals, from the previous month's contract activity or any period of time longer than one month (i.e. quarterly, annually, etc.).
- c. SHI must be able to provide a report, upon request by the Division of Purchasing, which breaks down sales by manufacturer/provider, product/service category (i.e. desktop computer, laptop computer, tablet, software, servers, maintenance, training, etc.), and whether orders were from state agencies or cooperative entities.

**9.2 Backorder Status Report:** Upon written request from a state agency, SHI must provide weekly status reports to the state agency regarding backordered products and outstanding orders. The weekly status report must at least include the following information:

- a. State Agency Name;
- b. Backordered Product Brand and Model;
- c. Backordered Purchase Order Number(s) affected;
- d. Status of Backorder; and
- e. Date Contractor Followed Up on Backorder Status with their Source.

**9.3 Periodic Activity Reports:** SHI must provide, upon written request from a state agency or the Division of Purchasing, periodic activity reports of a state agency's specific purchasing activity.

- a. The periodic activity reports must be available by state agency, product category (i.e. hardware, software, etc.), manufacturer, part number, purchase order number, date of purchase, number of units purchased, other available descriptors, etc.

**9.4 Ad-Hoc Reporting Requirements:** SHI must provide ad hoc reporting to the Division of Purchasing and state agencies. Composition of all ad hoc reports shall be mutually agreed to by SHI and requesting state agency, including the report's feasibility, content, format, and timeframe for delivery. All costs shall be the responsibility of SHI.

**9.5 Warranty Expiration Notifications:** SHI must provide the state agency with written or electronic notification of hardware systems (i.e. desktops, portable computers, servers, etc.) and printers with a warranty provided from or through SHI that is due to expire during the following quarter. If the warranty has not been renewed/continued, SHI should also provide written notification on the date of the warranty expiration. This notification applies only to systems and printers sold to the State of Missouri by SHI under the contract. The notification must include, at a minimum:

- a. Purchase Order Number from Original Equipment Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Date of Warranty Expiration; and
- e. Equipment Make, Model, and Serial Number.

**9.6 Software License Tracking:** SHI must provide, upon written request from a state agency or the Division of Purchasing, the state agency with an electronic report of all software licenses that have been purchased from the contract for the time period requested by the state agency. The report must include, at a minimum:

- a. Purchase Order Number from Original Software Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Software Make, Model, License Number, and Serial Number; and
- e. Number of License(s) Purchased.

- 9.7 Sunshine Law Reporting:** When the State of Missouri receives an information request under the State of Missouri Sunshine Law (Chapter 610 RSMo), SHI shall provide, within 10 business days of the request unless otherwise agreed to by the requesting state agency, any available information requested by the state agency pertaining to the Sunshine Law request.
- 9.8 Software Maintenance/License Expiration Notifications:** SHI must provide the agency written notification at least 90 calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance or license has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1004, Final Plat Richardson Street Plaza

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**RECOMMENDED ACTION:**

A motion to approve Resolution 1004 – Final Plat Richardson Street Plaza.

**SUMMARY:**

The Final Plat would create three lots on 7.64 acres at the northwest corner of 169 Highway and Richardson Street.

**BACKGROUND:**

The land was previously part of Stewart Commercial Park and a portion of the original lot was divided for a new post office many years ago. The remaining 7.64 acres surrounding the post office building is subject of this request to create three lots, and is contingent of the Planned Development Overlay in Bill No. 2925-21 on this evenings agenda. The project will include a waterline extension through the development, as well as provide partial funding for a traffic light at 169 Highway & Richardson Street by MODOT in the future.

**PREVIOUS ACTION:**

The original plat of this subdivision was approved in the 1990's, and this will complete the available lots in the subdivision.

**POLICY ISSUE:**

The Comprehensive Plan calls for retail/commercial development in the area involved.

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

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

- ☐ Contract
- ☒ Plans
- ☐ Minutes

## **RESOLUTION 1004**

### **A RESOLUTION APPROVING A FINAL PLAT FOR RICHARDSON STREET PLAZA SUBDIVISION**

**WHEREAS**, the applicant submitted a request to subdivide his 7.64+/- acre parcel into three lots, one .78 acres, one 3.07 acres and one 2.87 acres on land located at the northwest corner of Richardson Street and 169 Highway, and;

**WHEREAS**, the Planning Commission held a public hearing concerning the subdivision on November 9, 2021, and;

**WHEREAS**, the Planning Commission voted on the subdivision following the public hearing and recommended approval of the subdivision in accordance with the staff report recommendations, and;

**WHEREAS**, the City and the Developer have agreed to a Development agreement for certain public improvements, and:

**WHEREAS**, the subdivision of land complies with the Comprehensive Plan.

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

**THAT THE DEVELOPMENT AGREEMENT AND THE FINAL PLAT OF  
RICHARDSON STREET PLAZA IS APPROVED.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of December 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



November 5, 2021

Single Phase Final Plat for Clay County Parcel Id # 05-802-00- 01-015.00

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Application for a Plat Approval – Richardson Street Plaza Final Plat– 3 lots

Code Sections:

425.285.A.4

Single Phase Final Plat Approval

Property Information:

Address:

Richardson St. and 169 NW Corner

Owner:

Kansas City Properties & Investments

Current Zoning:

B-3

Public Notice Dates:

1st Publication in Newspaper:

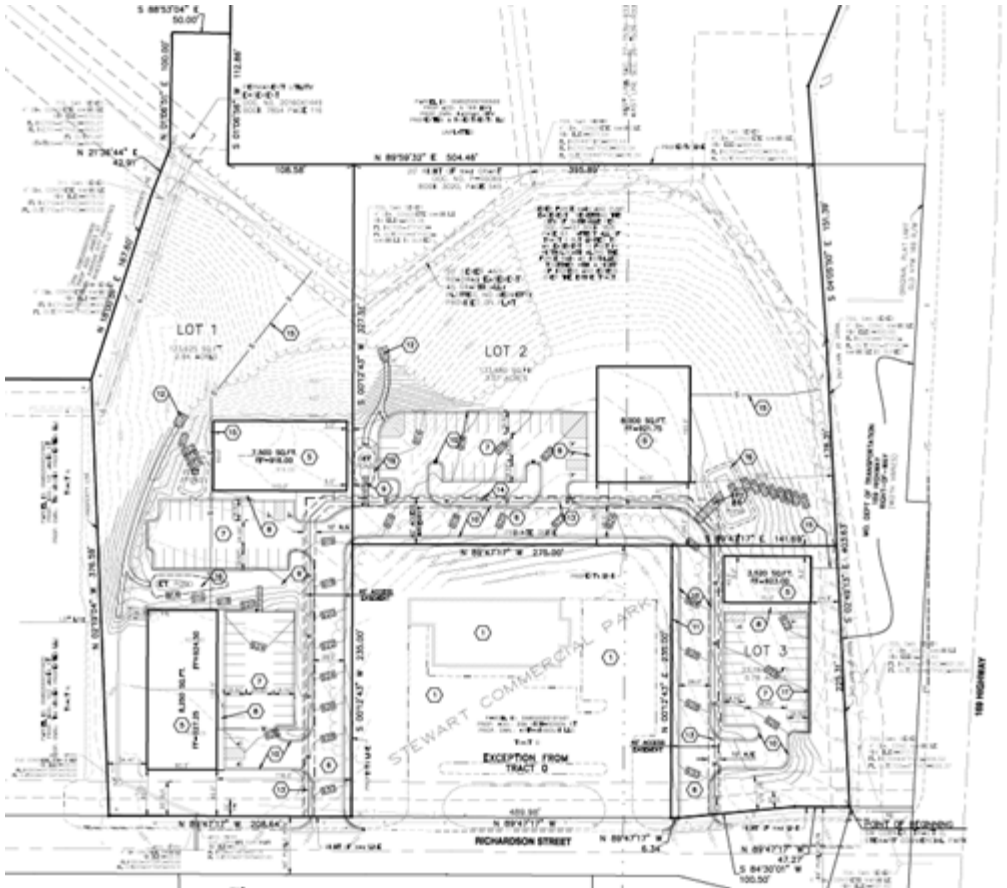
September 23, 2021

Letters to Property Owners w/in 185':

September 27, 2021

#### GENERAL DESCRIPTION:

The property is currently Tract O, Stewart Commercial Park subdivision (excluding Post Office Lot). This Final Plat is the same as the Conceptual Plan document previously discussed. Approval of this plat is conditional to that plan approval due to the lot size and frontage variations. This development was submitted with both stormwater and Traffic studies to address the impact of both upon the area.



# GUIDELINES FOR REVIEW – SINGLE PHASE SUBDIVISION FINAL PLATS See 425.285.A.4

The Planning Commission shall consider the following criteria in making a recommendation on the plat:

- a. The plat conforms to these regulations and the applicable provisions of the Zoning Ordinance and other land use regulations. ***Yes, the layout complies with zoning and subdivision requirements.***
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan. ***The Development pattern is similar to the existing zoning on the property.***
- c. The development shall be laid out in such a way as to result in:
  - (1) Good natural surface drainage to a storm sewer or a natural watercourse. ***The property is to be graded around the existing post office lot to provide sufficient flat lots for the proposed buildings, as well as an access road and detention areas are laid out to protect both the natural look of the lot, but also the drainage area on the north portions of lots 1 and 2.***
  - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth. ***Again, grading of the***



*development is limited to the high ground surrounding the post office building and leaves intact the drainage areas to the north.*

(3) A good grade relationship with the abutting streets, preferably somewhat above the street. *Each lot will have access through the development in accordance with an approved Conceptual Plan using a private drive throughout.*

(4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy. *NA.*

(5) Adequate lot depth for outdoor living space. *N/A.*

(6) Generally regular lot shapes, avoiding acute angles. *Yes.*

(7) Adequate building lots that avoid excessive grading, footings or foundation walls. *Yes.*

d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles. *Yes.*

e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles. *There are no new public roadways considered, but improvements to 169 and Richardson will be partially funded by this development in accordance with its' impact on the intersection. (The intersection already meets the MODOT warrants for a traffic light).*

f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries. *Yes, the development will be installing waterlines for the developments' use, and each lot will be able to connect to the existing gravity sewer that surrounds the development to the east and north.*

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development. *The proposed development meets this standard.*

h. Each lot in the plat of a residential development has adequate and safe access to/from a local street. *N/A*

i. The plat is located in an area of the City that is appropriate for current development activity; it will not contribute to sprawl nor to the need for inefficient extensions and expansions of public facilities, utilities and services. *Yes.*

j. If located in an area proposed for annexation to the City, the area has been annexed prior to, or will be annexed simultaneously with plat approval. *Annexed.*

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein. ***Yes, the plat includes the required dedications.***

l. All applicable submission requirements have been satisfied in a timely manner. ***Yes.***

m. The applicant agrees to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans. **The development will be responsible for a portion of the cost to install a traffic light at 169 an Richardson, and will be required to install sidewalks from 169 sidewalks continuously through this development.**

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Final Plat based upon adherence to the conditions contained in this report.

Respectfully Submitted,

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Director of Development





NE ¼, SEC. 27 - T53N - R33W & NW ¼, SEC. 26 - T53N - R33W

ALL OF TRACT O, STEWART COMMERCIAL PARK, A SUBDIVISION IN  
SMITHVILLE, CLAY COUNTY, MISSOURI.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT O, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF RICHARDSON STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 208.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST A DISTANCE OF 275.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS WEST, A DISTANCE OF 235.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RICHARDSON STREET, THENCE NORTH 00 DEGREES 57 MINUTES 57 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART CONDEMNED BY THE STATE OF MISSOURI, EX REL,  
MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION UNDER CASE NO.  
CV100-1949C FOR ADDITIONAL RIGHT OF WAY FOR U.S. ROUTE 169 AND  
RECORDED IN THE RECORDER OF DEEDS OFFICE OF CLAY COUNTY, MISSOURI  
DOCUMENT NO. Q06821, IN BOOK 3172 AT PAGE 85, AS DOCUMENT NO.  
Q06822, IN BOOK 3172 AT PAGE 86, AS DOCUMENT NO. Q06823, IN BOOK 3172  
AT PAGE 87, AS DOCUMENT NO. Q06824, IN BOOK 3172 AT PAGE 88, AS DOCUMENT  
NO. Q06825, IN BOOK 3172 AT PAGE 89, AS DOCUMENT NO. Q06826, IN BOOK 3172  
AT PAGE 90, AS DOCUMENT NO. Q06827, IN BOOK 3172 AT PAGE 91, AS DOCUMENT  
NO. Q06828, IN BOOK 3172 AT PAGE 92, AS DOCUMENT NO. Q06829, IN BOOK 3172  
AT PAGE 93, AS DOCUMENT NO. Q06830, IN BOOK 3172 AT PAGE 94, AS DOCUMENT  
NO. Q06831, IN BOOK 3172 AT PAGE 95, AS DOCUMENT NO. Q06832, IN BOOK 3172  
AT PAGE 96, AS DOCUMENT NO. Q06833, IN BOOK 3172 AT PAGE 97.

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND  
HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON  
THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL  
HEREINAFTER BE KNOWN AS:

IN TESTIMONY WHEREOF, SHANE CREES, \_\_\_\_\_ OF KANSAS CITY  
PROPERTIES AND INVESTMENTS, LLC. HAS CAUSED THESE PRESENTS

TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

BY: \_\_\_\_\_  
SHANE CREESE, \_\_\_\_\_

STATE OF \_\_\_\_\_, SS  
COUNTY OF \_\_\_\_\_,

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE, CAME \_\_\_\_\_ TO ME PERSONALLY KNOWN  
TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF  
WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY  
WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL  
SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

THE FINAL PLAT OF **RICHARDSON STREET PLAZA** SUBDIVISION WAS  
SUBMITTED TO AND APPROVED BY THE SMITHVILLE PLANNING AND ZONING  
COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

CHAIRMAN

SECRETARY

THIS FINAL PLAT APPROVED \_\_\_\_\_ BY THE BOARD OF  
ALDERMEN OF SMITHVILLE, MISSOURI, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_, CITY CLERK

ENTERED ON TRANSFER RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY RECORDER



KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY  
MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 000214. EXPIRES 12/31/21

8040 N. OAK TRAFFICWAY  
KANSAS CITY, MO 64118  
PH. (816) 468-5858 | FAX (816) 468-6655  
kc@kveng.com | www.kveng.com

PREPARED FOR:  
KANSAS CITY PROPERTIES AND INVESTMENTS, LLC  
13560 MOUNT OLIVET ROAD  
SMITHVILLE, MO. 64089

PROJECT NO.	B21D4223
DRAWN BY	JAD
CHECKED BY	
CFN	4223FP
SHEET	1 OF 1

**LOCATION MAP**  
CITY OF SMITHVILLE, MISSOURI

SOUTH 00°28'25" WEST ALONG THE WEST LINE OF SECTION 27 - TOWNSHIP 53 NORTH - RANGE 33 WEST, AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS USING MODOT VRS, 2012 GEOID, AND REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83).

EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE, AS UTILITY EASEMENT RIGHT-OF-WAY WHICH ARE SHOWN AS LYING BETWEEN THE DASHED LINES IN WIDTH INDICATED AND AS SET FORTH ON THIS PLAT UNLESS OTHERWISE NOTED, AND SIDE EASEMENTS MAY BE EMPLOYED FOR THE PURPOSE OF INSTALLING, REPAIRING AND MAINTAINING SANITARY SEWERS, STORM SEWERS, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, AND ALL OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW AND HEREAFTER USED BY THE PUBLIC OVER, UNDER AND ALONG THE STRIPS MARKED U/E.

KANSAS CITY PROPERTIES & INVESTMENTS, LLC  
13530 MOUNT OLIVET ROAD  
SMITHVILLE, MO. 64089  
CONTACT: SHANE CREES  
PHONE: 816-719-9327  
E-MAIL: SHANE@KCSINC.COM

KAW VALLEY ENGINEERING  
8040 N. OAK TRAFFICWAY  
CONTACT: MATT CROSS  
PHONE: 816-468-5858  
E-MAIL: [cross@kvenq.com](mailto:cross@kvenq.com)

STREETS ARE SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO AND FOR PUBLIC USE ARE HEREBY DEDICATED. KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE PROPERTY AS ABOVE SET FORTH IN THE LEGAL DESCRIPTION, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, EASEMENTS, LANES, DRIVES, COURTS, STREETS AND AVENUES. THE SAME ARE KNOWN AS RICHARDSON STREET PLAZA, AN ADDITION TO THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, THE LANES, DRIVES, COURTS, STREETS AND AVENUES ARE HEREBY DEDICATED TO AND FOR THE USE OF PUBLIC, AND EASEMENTS AS INDICATED ON THE ACCOMPANYING PLAT ARE HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING ALL PUBLIC UTILITIES.

☐ MONUMENT FOUND

- MONUMENT FOUND  
● MONUMENT SET W/ LS214F CAP  
⊕ CONTROL STATION  
R/W RIGHT OF WAY

B/L BUILDING SETBACK

U/E UTILITY EASEMENT

W/E WATERLINE EASEMENT

(M) MEASURED

(D) DEEDED

(P) PLATTE

— EASEMENT LINE

PROPERTY LINE

I HEREBY CERTIFY THAT THIS PLAT OF RICHARDSON STREET PLAZA IS HEREBY A TRUE REPRESENTATION OF A SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION, IS IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ENTERED ON TRANSFER RECORD THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COUNTY RECORDER



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approve Resolution 1005 authorizing the Mayor to sign the Clay County American Rescue Plan Act (ARPA) Funding Request

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**RECOMMENDED ACTION:**

Approve Resolution 1005

**SUMMARY:**

Clay County has received funding from the American Rescue Plan Act (ARPA) for which they have requested eligible projects from local communities. The City currently has under construction or in design several water and waste water projects that are eligible for this funding. Staff has prepared the applications (attached) for the following projects:

Raw Water Pump Station	\$ 673,023
144 <sup>th</sup> St Pump Station	\$1,440,000
Rocky Branch Gravity Sewer	\$2,802,000
South Force Main	\$1,661,000
Smith Fork Pump Station	\$ 132,472
TOTAL REQUEST	\$6,035,472

**PREVIOUS ACTION:**

None

**POLICY ISSUE:**

Maintaining Infrastructure

**FINANCIAL CONSIDERATIONS:**

Any additional funding provided by the County ARPA program would provide additional resources for the Utility Fund.

**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: Applications |                                   |



## RESOLUTION 1005

### A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CLAY COUNTY AMERICAN RESCUE PLAN ACT (ARPA) FUNDING REQUEST

**WHEREAS**, Clay County is requesting applications for funding of infrastructure projects through the American Rescue Plan Act (ARPA); and

**WHEREAS**, the City has water and waste water projects that are eligible for this program; and

**WHEREAS**, the City has completed the applications including the following projects:

Raw Water Pump Station	\$ 673,023
144 <sup>th</sup> St Pump Station	\$1,440,000
Rocky Branch Gravity Sewer	\$2,802,000
South Force Main	\$1,661,000
Smith Fork Pump Station	<u>\$ 132,472</u>
TOTAL REQUEST	\$6,035,472

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

**That** the Mayor is hereby authorized to sign and submit the Clay County American Rescue Plan Act (ARPA) Funding Requests on behalf of the City of Smithville.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of December, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## **Clay County American Rescue Plan Act (ARPA) Funding Request**

### **Contact Information—**

Organization/Department Name: City of Smithville

Point of Contact (POC) Name: Charles Soules, Dir of PW / Cynthia Wagner, City Administrator

POC Phone Number: (816) 532-3897

POC E-mail: csoules@smithville mo.org / cwagner@smithvillemo.org

POC Address: 107 W. Main St, Smithville MO 64089

Federal DUNS #: 171037914

### **Summary Request Information—**

Subject/Title of Funding Request: Smithville Water Supply Improvements

Amount of Funding Request:	Total Project cost	\$2,502,795
	ARRA Funds Received	\$1,829,772
	Requested Amount- Clay Co ARPA	\$ 673,023

Date of Request: 12/07/2021

Date When Needed: 01/01/2022

Have you received or will you receive any other federal stimulus for these costs? ☒ Yes ☐ No

If an ongoing or future project, estimated date of completion: 10/01/2022

*Please select the eligible use under ARPA for which you are applying (incurred after March 3, 2021 except for premium pay):*

- ☐ To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- ☐ To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- ☐ For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- ☒ To make necessary investments in water, sewer, or broadband infrastructure.<sup>1</sup>

<sup>1</sup> Interim Final Rule from US Treasury for the Coronavirus State and Local Fiscal Recovery Funds portion of ARPA, <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>, pg. 2 or 26787

*Detailed Request Information (please describe the nature as well as priority of your request and how it is eligible under the Federal guidelines for ARPA)—*

The Project has been bid and contractor has just started construction. The City completed the engineering at a cost of \$472,655. The project will be completed October of 2022.

The project is to improve the reliability and resiliency for the City of Smithville's raw water supply to their drinking water treatment plant. A major component of the project is to replace the aging raw water pump station. The firm capacity of the existing pump station is 1.73 MGD, which is less than the firm capacity of the water treatment plant at 2.5 MGD. In addition, during periods of extreme flooding in the last 5 years, water has risen approximately 3 feet above the floor of the station damaging the heating and cooling units and nearly damaging the electrical controls and motor of the vertical turbine pump. The new pump station is being located on higher ground out of the flood zone. It will have two 2.5 MGD capacity pumps with accommodations for a future third pump to bring future pumping capacity to 5.0 MGD.

A second component of the project is to replace the raw water line connection at Smithville Lake. The existing 24" by 18" reducer at the raw water line connection will be replaced with a new 24" tee, 24" pipe spool, and 24" butterfly valve. The entire assembly will be enclosed in a valve box to allow periodic inspection by the U.S. Army Corps of Engineers (USACOE) as part of their ongoing O&M inspection protocol at the Smithville Lake Dam.

The third and final component of the project is to install a copper ion generator at the dam water intake facility operated by the USACOE. Smithville Lake has been infested with zebra mussels which could clog the water intake to Smithville's raw water supply. This unit will provide a solution of water with 3 to 20 parts per billion of dissolved copper to the intake piping at the dam which Smithville's raw water line connects to. The unit has been utilized in multiple locations to control the propagation of zebra mussels.

*By signing below, the applicant agrees to provide all supporting information for grant payments and the applicant acknowledges that funds received are from federal stimulus grants (CFDA number 21.027) and are to be reported under the Single Audit Act and comply with all applicable guidance and regulations therein, including the requirement for a single audit if your entity receives over \$750,000 in federal funds during the fiscal year. All reporting requirements under the Single Audit Act must be adhered. All guidelines for ARPA must be followed.*

Signature and Date

*Return Instructions—*

\*\*\*Please email to County Administrator Tom Salisbury, [tsalisbury@claycountymmo.gov](mailto:tsalisbury@claycountymmo.gov), and County Auditor Victor S. Hurlbert, [vhurlbert@claycountymmo.gov](mailto:vhurlbert@claycountymmo.gov), and/or snail mail to **1 Courthouse Square, Liberty, MO 64068**.

Provide a W-9 if a new vendor of the County.





## **Clay County American Rescue Plan Act (ARPA) Funding Request**

### ***Contact Information—***

Organization/Department Name: City of Smithville

Point of Contact (POC) Name: Charles Soules, Dir of PW / Cynthia Wagner, City Administrator

POC Phone Number: (816) 532-3897

POC E-mail: csoules@smithville mo.org / cwagner@smithvillemo.org

POC Address: 107 W. Main St, Smithville MO 64089

Federal DUNS #: 171037914

### ***Summary Request Information—***

Subject/Title of Funding Request: Smithville Sanitary Sewer Improvements

Amount of Funding Request:	144 <sup>th</sup> St Pump Station	\$1,440,000
	Rocky Branch Gravity Sewer	\$2,802,000
	South Force Main	\$1,661,000
	Smith Forks Pump Station	<u>\$132,472</u>
	(Smith Forks Pump Station total cost is \$481,000.	
	The City has received \$348,528 in ARRA funding.	
	The City is requesting \$132,472 from Co. ARPA)	

<b>TOTAL REQUEST</b>	<b>\$6,035,472</b>
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Date of Request: 12/07/2021

Date When Needed: June 2022

Have you received or will you receive any other federal stimulus for these costs? ☐ Yes ☒ No

The City has not received any other Federal Funds for the 144<sup>th</sup> St Pump Station, Rocky Branch Gravity Sewer or the South Force Main. The City Has received ARRA funds for a portion of the Smith Forks Pump Station as identified above.

If an ongoing or future project, estimated date of completion: 12/31/2023

*Please select the eligible use under ARPA for which you are applying (incurred after March 3, 2021 except for premium pay):*

- ☐ To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- ☐ To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- ☐ For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- ☒ To make necessary investments in water, sewer, or broadband infrastructure.<sup>1</sup>

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<sup>1</sup> Interim Final Rule from US Treasury for the Coronavirus State and Local Fiscal Recovery Funds portion of ARPA, <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>, pg. 2 or 2678

*Detailed Request Information (please describe the nature as well as priority of your request and how it is eligible under the Federal guidelines for ARPA)—*

The City of Smithville will construct a new 1.5 MGD regional wastewater pump station at 144th Street, east of US-169 near the Rocky Branch of Wilkerson Creek. The pump station will allow the decommissioning of the undersized and functionally obsolete Hills of Shannon pump station. The new pump station will be sized to accommodate flow from the existing Forest Glen subdivision, which is currently served by Kansas City's Rocky Branch Wastewater Treatment Facility. The engineering is 90% completed at a cost of \$120,000. This project can be ready to bid in the late spring of 2022.

The Rocky Branch Gravity Sewer is approximately 7,700 LF of 15" to 24" trunk sewer will be installed south of 144th Street to serve the sewer shed to the southern border of Smithville east of Hwy 169. The sewer will support new development as the City continues to grow. The Engineering is 80% completed. The city is paying for the engineering at a cost of \$280,000. This project will be ready to bid in late Spring of 2022.

The South Force Main will convey wastewater from the 144<sup>th</sup> St. pump station via approximately 11,900 LF of 12" force main which will discharge to an existing gravity interceptor that drains directly to the Smithville Wastewater Treatment Plant. The new force main will also free up capacity on Smithville's existing 8" force main that serves the central portion of the city. The Engineering is 40% completed . The engineering costs are \$346,050 This project will be ready to bid in the Spring of 2022.

In addition, the City is replacing another existing wastewater pump station within the Smith Fork Campground located west of the Smithville Lake Dam within the parkland. The existing pump station receives domestic wastewater flow from the campground, other park facilities, and several residential subdivisions outside of the park. The existing pump station is located on the edge of the 500-year floodplain and consists of aged equipment. Due to its location the pump station has flooded numerous times in the last 10 years. The capacity of the pumps and size of the wet well are too small to adequately serve the existing wastewater flows and restrict future development in the area. is functionally obsolete and prone to flooding during large rain events. The City Has paid \$158,000 for Engineering and the project is currently bid and construction has just started. This project will be completed October 2022.

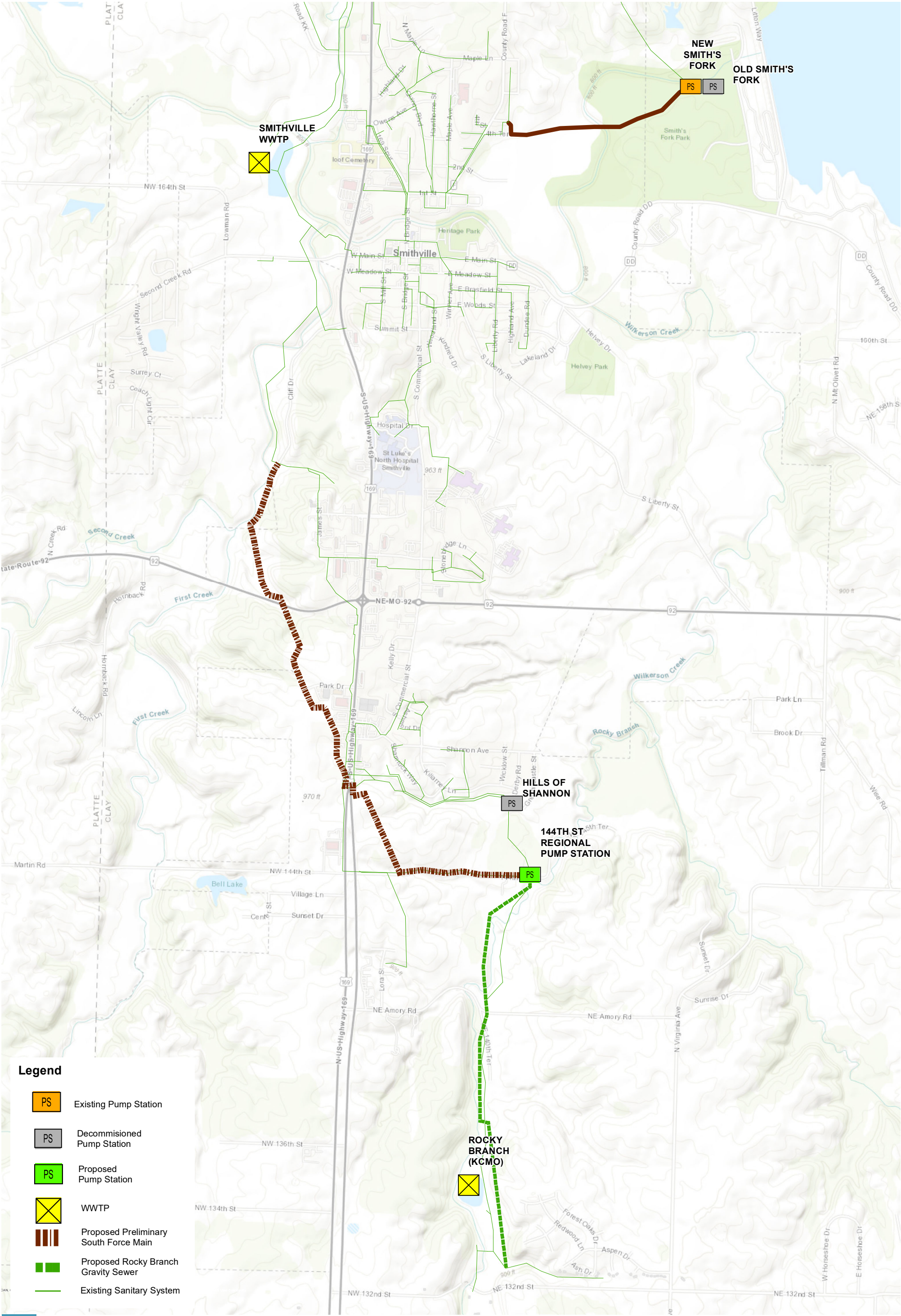
*By signing below, the applicant agrees to provide all supporting information for grant payments and the applicant acknowledges that funds received are from federal stimulus grants (CFDA number 21.027) and are to be reported under the Single Audit Act and comply with all applicable guidance and regulations therein, including the requirement for a single audit if your entity receives over \$750,000 in federal funds during the fiscal year. All reporting requirements under the Single Audit Act must be adhered. All guidelines for ARPA must be followed.*

Signature and Date








*Return Instructions—*

\*\*\*Please email to County Administrator Tom Salisbury, [tsalisbury@claycountymo.gov](mailto:tsalisbury@claycountymo.gov), and County Auditor Victor S. Hurlbert, [vhurlbert@claycountymo.gov](mailto:vhurlbert@claycountymo.gov), and/or snail mail to **1 Courthouse Square, Liberty, MO 64068**. Provide a W-9 if a new vendor of the County.





Legend

-  Existing Pump Station
-  Decommissioned Pump Station
-  Proposed Pump Station
-  WWTP
-  Proposed Preliminary South Force Main
-  Proposed Rocky Branch Gravity Sewer
-  Existing Sanitary System







## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Appointment of Planning and Zoning Commissioner

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**REQUESTED BOARD ACTION:**

The Mayor will make the nomination of Billy Muessig to the Planning and Zoning Commission and the Board will vote.

**SUMMARY:**

In accordance with Section 400.650 of the Code of Ordinances states that the Board of Aldermen must vote on whether to approve the Mayor's recommended appointment.

This appointment would be for the replacement of Carmen Xavier who resigned in October. The portion of this term expires in October of 2022.

**PREVIOUS ACTION:**

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

**ATTACHMENTS:**

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



## Boards, Commissions and Committee Volunteer Application

Board, Commission or Committee of Interest:

- ☒ Planning & Zoning Commission
- ☐ Economic Development Committee
- ☐ Parks & Recreation Committee
- ☐ TIF Commission

### Applicant Information:

Name: Billy Muessig Phone: 816-824-2818

Address: 13205 Jims Ct Smithville mo 64089

e-mail: billym@yourkelelectrician.com

Background: Master Electrician & Small business owner

Reason for Volunteering: invite by the city & service to the community

Additional Experience or information which a City Board, Commission or Committee might benefit from: (past) Pres/VP of Chamber of Commerce / (past) Pres/VP of Octoberfest business owner downtown

Submit to: Linda Drummond, City Clerk  
107 W. Main Street  
Smithville, MO 64089  
[ldrummond@smithvillemo.org](mailto:ldrummond@smithvillemo.org)



## ***FY22 Planning Calendar***

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### **December 21, 2021 Work Session 6:30 p.m.**

Discussion Stormwater Management Plan

### **December 21, 2021 Regular Session Meeting 7:00 p.m.**

Ordinance – Annexation Lot 24, Lakeside Crossing – 2<sup>nd</sup> Reading

Ordinance - Purchasing Agreement with SHI International – 2<sup>nd</sup> Reading

Resolution – Adopting Stormwater Management Plan

Resolution – Award Bid Smith's Fork Camp Host

Resolution – Purchase Park's Cameras

Resolution – Site Plan for Multi-Family Units at 319 E. Main Street

Resolution – Site Plan for McBee's Carwash and Coffee

Resolution – Site Plan for Montessori Academy Extension

### **January 4, 2022 Work Session 6:00 p.m.**

Discussion Classification and Compensation Study

### **January 4, 2022 Regular Session Meeting 7:00 p.m.**

### **January 18, 2022 Work Session 6:00 p.m.**

Parks/Public Works Facility Design

### **January 18, 2022 Regular Session Meeting 7:00 p.m.**

Ordinance – Initial Zoning – Lot 24 Lakeside Crossing – 1<sup>st</sup> and 2<sup>nd</sup> Reading

Resolution – Crime Stoppers Tips Hotline Program

Resolution – Engineering Authorization Wastewater Plant Floating Aerator

Resolution – Award Bid - Woods Court Lift Station Rehab

Resolution – Award RFQ - Bridge Street Streetscape North

Resolution – Acknowledgement of MARC Grant Application ?

Resolution – Acknowledgement of DNR Grant Application ?

Proclamation – School Choice Week

### **January 27, 2022 Smithville Hosting MML West Gate Meeting 6:00 p.m.**

### **February 1, 2022 - NO MEETINGS**

### **February 15, 2022 Work Session 6:00 p.m.**

Police Facility Needs Assessment Presentation

Direction Finder Study Results Presentation

### **February 15, 2022 Regular Session Meeting 7:00 p.m.**

Resolution – Award Bid - Water Plant lagoon cleaning

Resolution – Award Bid - HVAC system - wastewater plant



Resolution – Engineering Contract - Parks/Public Works Facility  
Resolution – Adopt the FY22 Compensation Plan  
Discussion Transportation Master Plan Presentation

**March 1, 2022 Work Session 6:00 p.m.**

Discussion of 3-Month Budget Review

**March 1, 2022 Regular Session Meeting 7:00 p.m.**

Resolution – Transportation Master Plan Adoption  
Resolution – Award Bid - Stormwater Master Plan  
Resolution – Award Design Contract - Quincy Stormwater  
Executive Session Pursuant to Section 610.021(3)RSMo.

**Cancelled --- Spring Break ----March 15, 2022 - NO MEETINGS**

**April 4, 2022 Work Session 6:00 p.m. – Moved to Monday due to Election**

**April 4, 2022 Regular Session Meeting 7:00 p.m. – Moved to Monday due to Election**

Resolution – Addendum to City Administrator's Contract  
Resolution – Contract with Superior Bowen – Asphalt Overlay  
Resolution – Farmer's Market MOU for 2022 Season  
Resolution – Award Bid - Wastewater Plant Floating Aerator

**April 19, 2022 Work Session 5:30 p.m.**

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

Resolution – Certify Election Results  
Resolution – Certify Election Results  
Swear in Newly Elected Officials  
Board of Alderman Orientation  
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

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

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

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

Discussion Departmental Budget Presentation  
Discussion 6-Month Budget Review

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

Resolution - Award Bid - West Bypass Lift Station Engineering 144th St Lift Station

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

Marketplace TIF 5 Year Report

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

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

2022 Tax Rate Update  
Discussion FY23 Employee Handbook  
Discussion FY23 Compensation Plan  
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  
Resolution – Award Bid – City Trash and Recycling Services

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

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

Ordinance – Missouri Ethics Code – 1<sup>st</sup> Reading

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

Discussion FY21 9-Month Budget Update  
Discussion FY23 Operating Budget (1<sup>st</sup> Discussion)

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

Ordinance – Missouri Ethics Code – 2<sup>nd</sup> Reading

**September 6, 2022 Work Session 5:30 p.m.**

Discussion FY23 Operating Budget (2<sup>nd</sup> 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 – 1<sup>st</sup> 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 – 2<sup>nd</sup> Reading

**October 4, 2022 Work Session 6:00 p.m.**

**October 4, 2022 Regular Session Meeting 7:00 p.m.**

Ordinance – FY23 Operating Budget – 1<sup>st</sup> Reading

**October 18, 2022 Work Session 5:30 p.m.**

**October 18, 2022 Regular Session Meeting 7:00 p.m.**  
Ordinance – FY23 Operating Budget – 2<sup>nd</sup> 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