

City of Smithville, Missouri Board of Aldermen – Regular Session Agenda Monday, July 19, 2021

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

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

For Public Comment, if you wish to attend the meeting via Zoom please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Proclamation Parks and Recreation Month
- 4. Consent Agenda
 - Minutes
 - o June 15, 2021, Board of Alderman Work Session Minutes
 - o June 15, 2021, Board of Alderman Regular Session Minutes
 - Finance Report
 - o Financial Report for May 2021

REPORTS FROM OFFICERS AND STANDING COMMITTEES

- 5. Committee Reports
- 6. City Administrator's Report

ORDINANCES & RESOLUTIONS

- 7. Bill No. 2908-21, FY21 Budget Amendment No. 6 2nd Reading
 An Ordinance amending the FY21 operating budget to add \$190,000 to the expenditure budget and \$240,000 to the revenue budget. 2nd reading by title only.
- 8. Bill No. 2909-21, MoDOT Agreement 1st Reading
 An Ordinance authorizing and directing the mayor to execute a transportation alternatives funds program agreement with the Missouri Highways And Transportation Commission.

 1st reading by title only.
- 9. Bill No. 2910-21, Repealing Section 110.260 of the City Ordinances 1st Reading

An Ordinance repealing Section 110.260 of the City Ordinances and adopting a new Section 110.260 of the City Ordinances regarding court costs. 1st reading by title only.

10. Bill No. 2911-21, Budget Amendment No. 7 – 1st Reading

An Ordinance amending the FY21 operating budget to add \$90,000 to the expenditure budget for police radios and Incode software update. 1st reading by title only.

11. Resolution 937, Residential Solid Waste Collection Services

A Resolution authorizing the mayor to sign an agreement with WCA/GFL for residential solid waste collection services.

12. Resolution 938, Adopting the Parks and Recreation Master Plan

A Resolution adopting the Parks and Recreation Master Plan.

13. Resolution 939, Adopting the Board Retreat Goals

A Resolution adopting the goals set by the Board during the May 2021 retreat.

14. Resolution 940, Award Bid No. 21-13, Engineering for the Public Works Facility A Resolution awarding Bid No. 21-13 and authorizing and directing the mayor to execute an agreement with Bartlett and West Engineering for preliminary engineering/architecture services for a combined parks and recreation/public works operations service center in the amount of \$69,950.

15. Resolution 941, Award Bid No. 21-16, Smith's Fork Campground Electrical

A Resolution awarding Bid No. 21-16 to Mr. Electric for the campground electrical upgrade project in an amount not to exceed \$75,000.

16. Resolution 942, Award Bid No. 21-15, City Hall Janitorial Services

A Resolution awarding Bid No. 21-15 to City Wide Maintenance for the City Hall Janitorial services and authorize and direct the Mayor to execute agreement in the amount not to exceed \$13,680.

17. Resolution 943, Liquor Licenses – Stisha L. Burton

A Resolution issuing Liquor Licenses to Stisha L. Burton, doing business as KC Liquor and Tobacco located at 1516 South Commercial Street.

18. Resolution 944, Sports League Contract

A Resolution authorizing and directing the Mayor to enter into an agreement with the Smithville Warrior Youth Football Club for the use of city park land.

19. Resolution 945, Site Plan, Kozak's Laketown Grill

A Resolution approving the site plan for Kozak's Laketown Grill on Stonebridge Lane.

20. Resolution 946, Site Plan, Herzog Foundation Cabins

A Resolution approving the site plan for Herzog Foundation Cabins on 188th Street and North Main Street.

OTHER MATTERS BEFORE THE BOARD

21. Public Comment

Pursuant to the public comment policy, an email 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.

22. 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.

23. Adjournment to Executive Session Pursuant Section 610.021(1&2)RSMo.







Proclamation

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Smithville; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Smithville recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, DAMIEN BOLEY, MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI do hereby publicly proclaim that July is recognized as Park and Recreation Month in the City of Smithville.

So proclaimed this 19^h day of July 2021.

Damien Boley, Mayor	



Board of Alderman Request for Action

MEETING DATE: 7/19/2021	DEPARTMENT : Administration
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AGENDA ITEM: Consent Agenda

RECOMMENDED 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:

- Minutes
 - o June 15, 2021 Board of Alderman Work Session Minutes
 - o June 15, 2021 Board of Alderman Regular Session Minutes
- Finance Report
 - o Financial Report for May 2021

SUMMARY:

Voting to approve would approve the Board of Alderman minutes and finance report.

•		
PREVIOUS N/A	S ACTION:	
POLICY IS	SSUE:	
FINANCIA N/A	AL CONSIDERATIONS:	
ATTACHM	ENTS:	
	☐ Ordinance	□ Contract
	☐ Resolution	☐ Plans
	☐ Staff Report	
	☑ Other: finance report	

SMITHVILLE BOARD OF ALDERMAN WORK SESSION

June 15, 2021, 5:00 p.m. City Hall Council Chambers

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

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

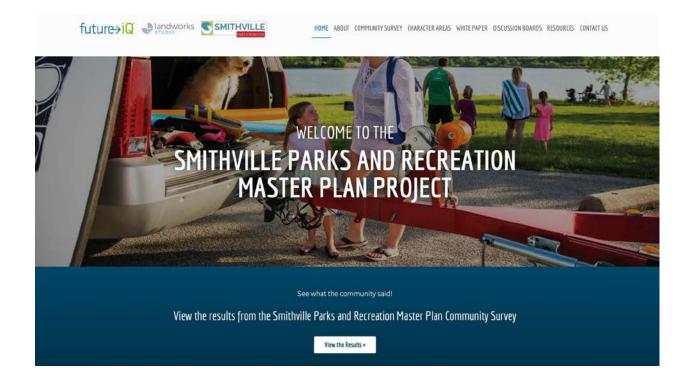
1. Call to Order

Mayor Boley, present via Zoom, called the meeting to order at 5:00 p.m. A quorum of the Board was present via Zoom meeting: Steve Sarver, Marv Atkins, Dan Ulledahl, John Chevalier and Dan Hartman. Kelly Kobylski was absent.

Staff present via Zoom: Cynthia Wagner, Anna Mitchell, Chief Lockridge, Matt Denton, Stephen Larson, Jack Hendrix, Linda Drummond, Bob Lemley and Allan Jensen.

2. Presentation of the Parks and Recreation Master Plan

David Beurle and Heather Branigin of Future iQ and Carisa McMullen of Landworks Studio presented the Parks and Recreation Master Plan.



Context- Period of change

- · Smithville's population is growing
- Smithville's population is changing
- Value proposition
- Funding increasing





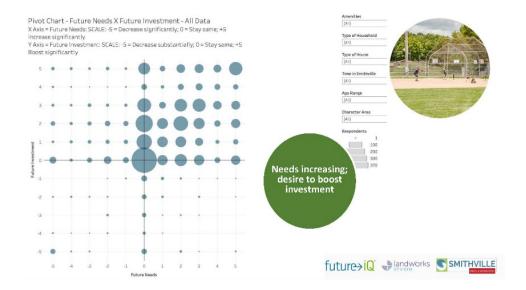
Park infrastructure is going through development cycle – plan aims to be transformational



Park Assessments: Scoring		1	
Scoring Category	Park Property	Current Park Classification	Assessment Score (Maximum score of 100)
Excellent (Score of 85-100)	Courtyard Park	Pocket Park	91
Good (Score of 70-84)	Remembrance Park	Pocket Park	79
Good (Score of 70-84)	Heritage Park	Community Park	76
Fair (Score of 50-69)	Smith's Fork Park	Regional Park	67
Poor (Score of 0-49)	Helvey Park	Neighborhood Park	44
Poor (Score of 0-49)	Diamond Crest Park	Neighborhood Park	43
Poor (Score of 0-49)	Wildlfower Park	Neighborhood Park	43
Poor (Score of 0-49)	Emerald Ridge Park	Pocket Park	41
Average Scoring Category			Avg. Assessment Score (Maximum score of 100)
Fair (Score of 50-69)			60.5

Community has keen interest in parks and recreation





Broad elements of the Parks and Recreation Master Plan 2030

- Focus of bold re-development for Heritage Park and Smith's Fork Park.
- Invest in neighborhood parks and convene surrounding residents to develop 'local' park plans.
- Enhance the community oasis experience
- Build a 'Distributed recreation' model.
- Introducing the Riverwalk Park concept
- Begin work on Community Center and Recreation Hub.













Key Strategic Master Plan recommendations

1. Boost investment in parks and recreation

- Significant increase in investment on recreation and park amenities
- (\$15m / 10 years) to cater for increasing demand and need
- Trails / sidewalk network to be further refined on Transportation Plan.
- Focus on Public / Private Partnerships

2. Initial Focus on Community Oasis assets – core of distributed recreation

- Initially Heritage Park and Smith's Fork park game changers
- Followed by River Walk (windfall situation)
- Community Center / Recreation Hub (2030+ plan) begin now
- Tackle neighborhood parks as 'small area plans' annual investment
- Integrate parks into Downtown economy and culture, through events, festival and activities

Key Strategic Master Plan recommendations

3. Activate Community Support – essential to achieve investment goals.

- Smithville Friends of the Parks and Trails
- Invest in grant writing / community organizing
- Convene local groups around neighborhood parks
- Establish a Community Center and Recreation Hub working group
- · Leverage local civic organizations Legacy fund

4. Create strong environmental, educational and policy overlay

- · Add additional educational and wellness programming
- · Develop a Parks and Recreation Branding Strategy
- Environmental overlay
- Policy updates (Create riparian buffers; trail easements; emissions; waste policy

Key Strategic Master Plan recommendations

- 5. Expand Parks and Recreation Staffing Support
 - Grow from 5 to 7-8 FTE in short term
 - · Help focus on and build grant funding
 - · Expand recreation programming







Funding sources – based on 0.5% sales tax

- Approx \$450k p.a. (\$5.0 million / 10 year)
- 2 to 1 match (\$10 million / 10 year)







Investment recommendations - 2022 - 2031



SHORT TERM (1-3 YEARS)

	SHORT TERM (1-3 YEARS)	Construction Costs	Soft Costs	Total Costs
NEIGHBORHOOD PARK	DIAMOND CREST			
	Playground, Shelter, and Fencing	\$250,000.00	\$25,000	\$275,000
NEIGHBORHOOD PARK	EMERALD RIDGE			
	Playground	\$120,000.00	\$0	\$120,000
HERITAGE PARK	HERITAGE PARK			
	Two Shelters	\$130,000.00	\$0	\$130,000
PARK SYSTEM	ALL PARKS and TRAILS			
	Branding & Signage to uniquely identify Smithville assets	\$100,000.00	\$0	\$100,000
BOLD STEP	SMITH'S FORK PARK			
	4-Plex Baseball Fields, Parking, Restroom, and Site Development	\$2,934,000.00	\$290,000	\$3,224,000
	TOTAL SHORT TERM PROJECT COSTS			\$3,849,000

MEDIUM TERM (4-6 YEARS)

	MID TERM (4-6 YEARS)	Construction Costs	Soft Costs	Total Costs
NEIGHBORHOOD PARK	HAWTHORNE COURT PARK			
	Public Art and Landscaping	\$100,000.00	\$8,000	\$108,000
SMITH'S FORK PARK	SMITH'S FORK PARK			
	Sport Courts	\$275,000.00	\$20,000	\$295,000
BOLD STEP	HERITAGE PARK			
Q	Field Demolition, Site Development, Central Water Feature, Parking, Roads, Sidewalks, Restroom/ Concessions. Shelters, Amphitheater and Great Lawn	\$4,087,000.00	\$470,000	\$4,557,000
	TOTAL MID TERM PROJECT COSTS			\$5,108,800



LONG TERM (7-10 YEARS)

	LONG TERM (7-10 YEARS)	Construction Costs	Soft Costs	Total Costs
NEIGHBORHOOD PARK	HELVEY PARK			
	Loop Trail	\$200,000.00	\$20,000	\$220,000
NEIGHBORHOOD PARK	WILDFLOWER PARK			
	Community Garden, Outdoor Classroom, Parking, and Nature Play	\$300,000.00	\$30,000	\$330,000
BOLD STEP	SMITH'S FORK PARK			
	Site Development, RV Camping, Primitive Camping, Destination Play, Parking, Roads, Sidewalks, Restroom/Shower, Shelters, Trails, Skatepark, and Updated Playground	\$4,735,500.00	\$500,000	\$5,235,500
	TOTAL LONG TERM PROJECT COSTS			\$6,132,630





Mayor Boley asked if it would be possible to have the revenue-generating items done first, such as; the campground improvements to help fund some of the other improvements?

David explained there were a number of different options that were looked at for some of the revenue. He noted that there is the potential to do some of that, but also said one of the other things we can do is public private partnerships. Some of the improvements to be completed in the first period is for the Smith's Fork sports complex and the amenities there and there could be some revenue off of that. David said that they tried to design the plan to give the City some guidelines of where to go and a certain logic, but there are a lot of moving pieces in this plan. He noted that in working with the City of Smithville over the last couple of years he has observed that people have ideas popping up all the time, so they did not want to lock it in to tight so that those things did not fit. So they have allowed room for things to be a little entrepreneurial as interests and demands come forward.

Mayor Boley said he thinks this is a great opportunity for the community to be able to build something. He noted he gets a lot of people approaching him that want to do different things like shelter houses and they are affordable enough and have a great impact.

David said that would be the part of activiating community support early on.

Matt Denton, Parks and Recreation Director, added two shelters were moved earlier in the plan to the 1 to 3 years timeframe from the 4 to 6 year plan. They were moved them up based on community feedback. He stated that the neighborhood parks were kind of one of those immediate needs. For instance Diamond Crest Park only having the splash pad but nothing else. It does not have a parking lot, a restroom, a shelter or a playground. They thought to develop that park to really make it what it should be with the splash pad there. Matt also noted that the playground at Emerald Ridge is barely passing inspection and needs to be improved.

Alderman Hartman asked David to share some examples of what other communities have been successful in raising money for their parks?

David noted he assumed Alderman Hartman was asking if the two to one match was realistic. He asked Carisa McMullen of Landworks Studio to comment on this.

Carisa explained that once you have the plans in place then you have the tools to approach agencies who have funding opportunities. She noted that they have outlined those in the Parks and Recreation Master Plan.

Matt explained that when David, Carisa and staff started this plan, one of the things they asked him was what do you want out of this and he said it was to get a project plan put together with the sales tax funds to enable us to apply for grants. Because to apply for the grants you have to have it basically budgeted or in the plan. You have to supply all the information. Having that the projects scheduled in a plan is going to be beneficial in getting those outside funds. Matt explained that Brittanie

Propes, Recreation and Marketing Manager, has experience with raising money. During her time at Excelsior Springs they were raising funds for their community center. They did local events to bring everyone together doing fun events to raise money and they brought in private donors. He explained that is why we are looking at how the Legacy Funds could coordinate annual events that we invite the community out and broadcast what our plans are. For example if we want to put a stage at Heritage Park we do some kind of event that benefits that area and show really what that would bring to the community.

David noted that the appendix includes alternative funding sources and give a list of examples. He thinks it is worth testing what is the appetite of the community to be participating like this and what the interest level of legacy donors. The other thing in terms of the design and the cost of the park redevelopment is scalable and some of the items in the plans can be changed per the funding available. He explained that they tried to make sure that there was the flexibility to be able to tailor it around the community needs and funding. They tried to design this so that the community was a part of this process and it was not just City and the revenue from the sales tax to make the Parks and Recreation Master Plan a reality.

Cynthia noted that the Legacy Fund has not been activiated to the best use and staff will look to really reenergize that group. She also said that when new appointments are made to the Parks and Recreation Committee we will be focusing on individuals who have a focus on parks and who also have connections within the community that will be able to assist with fundraising.

Alderman Hartman noted that the only way we will be able to accomplish this is through the Fund and through raising funds and not solely rely on the sales tax.

Mayor Boley said that with the phasing of the projects if we do not receive the funding, we will be able to reduce the scope of the projects.

Cynthia explained that through working with David as part of the Parks and Recreation and Stormwater sales tax, staff has developed a plan that now has funds avaliable on an annual bases. She noted that down the road if funding is not met the Board will have to have discussions on what projects are the priority. She said that at this time we know what renenue will be needed from the sales tax and donations for the park's improvements in the Parks Master Plan.

Cynthia thanked David, Heather, Carisa and City staff for all the work that went in to development of this plan.

Alderman Chevalier said that he thought this was a really good plan for the City and appreciated all the work that went into it.

Alderman Atkins noted that he liked the way the plan was put together and appreciated the presentation this evening. He said that the plan is something that we can give the residents so they can see the improvements that can be made in the City parks and what it will take to make them happen.

Alderman Sarver said he thought it was a really good plan.

Alderman Hartman thanked David and his team for the great work and noted it was a great plan.

David said that the Parks and Recreation Master Plan was a great opportunity to get the community invovled and understand the realitiy of it. He explained that they tried in the plan to show the different scope of the projects and what it would take to complete them. They really focused on hitting the three big outcome areas: the community benefit, the environmental ecological interest and the economic driver. Trying to make the parks and recreation part of driving the City's downtown economy which is really critical to a lot of small businesses and enterpreneurs in the community.

Mayor Boley thanked David and his team for all the work put into this plan.

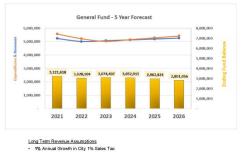
3. Discussion of 5-Year Capital Improvement Plan Update

Stephen Larson, Finance Director, provided the Board with the FY21 CIP update and the proposed 5-Year Capital Improvement Plan with the emphasis on the FY22 budget.

General Fund



GENERAL FUND 5 Year Fund Balance Forecast



6/15/2021

2.5% Annual Growth in Use Tax
 SMITHVILLE

GENERAL FUND 5 Year Required Reserve Analysis



As the General Fund operating budget continues to increase in the out years, the amount held in reserves (40% of operating budget, seen in blue) must also increase to uphold the requirement.

GENERAL FUND Pending 5 Year CIP

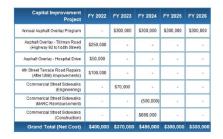
Capital Improvement Project	Cost Estimate
City Hall Improvements (Police Reconfiguration)	\$245,391
Police Dept Building (Engineering & Construction)	TBD
INCODE 10 Software Upgrade	\$50,000
Streets & Parks Facility Building Construction	\$4,000,000
Grand Total (Net Cost)	\$4,295,391

6/15/2021



Transportation Sales Tax Fund

TRANSPORTATION SALES TAX FUND **Proposed 5 Year CIP**



6/15/2021



TRANSPORTATION SALES TAX FUND **FY21 Fund Balance Projection**

Transportation Sales Tax Fund	FY21 Original Budget	FY21 Projected	Delta (Budget vs Projected)
Beginning Cash Balance (FY21 Actual)	\$447,087	\$762,606	\$315,519
Revenues	\$530,750	\$604,335	1
Expenditures	\$687,820	\$1,053,263	
Ending Cash Balance	\$290.017	\$313,678	\$23,661

6/15/2021

6/15/2021



TRANSPORTATION SALES TAX FUND **5 Year Fund Balance Forecast**



Long Term Revenue Assumptions
- 1% Annual Growth in 0.5% Transportation Sales Tax

TRANSPORTATION SALES TAX FUND **Pending 5 Year CIP**

Capital Improvement Project	Cost Estimate
2nd Street Asphalt Overlay (169 to Bridge)	\$25,000
Diamond Crest Asphalt Overlay	\$175,000
Harborview Asphalt (Newport/Harborview/Fletcher/Mesa)	\$222,000
180th Street Asphalt Overlay (169 to Old Jefferson)	\$332,000
Harborview Asphalt Overlay (Remaining Roads)	\$725,000
Highland Avenue Asphalt Overlay (Halfway Up Hill)	\$30,000
North Main Asphalt Overlay	\$200,000
134th Street Asphalt Overlay (Road Agreement with County)	\$155,000
176th Street Asphalt Overlay (Road Agreement with County)	\$80,000
South Bridge Street - Asphalt, Curbs, Stormwater	\$144,000
South Mill Street (Curbs & Stormwater)	\$30,000
Seal Coating/Micro-Surfacing Downtown City Parking Lots	TBD
Pope Lane Connection	TBO
Grand Total (Net Cost)	\$2,118,000

6/15/2021





Capital Improvement Sales Tax Fund

CAPITAL IMPROVEMENT SALES TAX FUND Proposed 5 Year CIP

CAPITAL IMPROVEMENT SALES TAX FUND FY21 Fund Balance Projection

Y21		(Budget vs ojected)
	270	\$312,591
- 8	250	
1	250	
	70	(\$45,909)

Project overages in Main Street Trail project to be covere by Capital Improvement Sales Tax.

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6/15/2021



Capital Improvement Sales Tax Fund Cont.

CAPITAL IMPROVEMENT SALES TAX FUND Pending 5 Year CIP

6/15/2021



5/2021

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CAPITAL IMPROVEMENT SALES TAX FUND 5 Year Fund Balance Forecast



Long Term Revenue Assumptions
- 1% Annual Growth in 0.5% Capital Improvement Sales Tax

6/15/2021



Debt Service Fund

DEBT SERVICE FUND Proposed 5 Year CIP



DEBT SERVICE FUND FY21 Fund Balance Projections







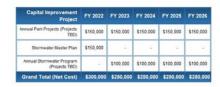
DEBT SERVICE FUND 5 Year Fund Balance Forecast



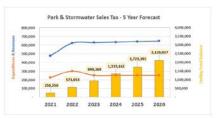
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Parks and Stormwater Sales Tax Fund

PARK & STORMWATER SALES TAX FUND Proposed 5 Year CIP



PARK & STORMWATER SALES TAX 5 Year Fund Balance Forecast



Long Term Revenue Assumptions _____

• 1% Annual Growth in 0.5% Park and Stormwater Sales Tax

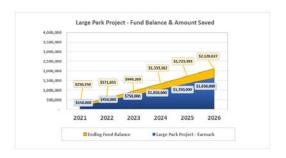
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PARK & STORMWATER SALES TAX Proposed 5 Year Strategy



6/15/2021

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Combined Water and Wastewater Fund

Combined Water/Wastewater FY21 Beginning Cash Balance Breakdown



SMITHVILLE 6/15/2021

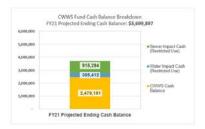
Combined Water/Wastewater Fund FY21 Fund Balance Projection

Combined Water/Wastewater Fund	FY21 Original Budget	FY21 Projected	Delta
Beginning Cash Balance (FY21 Actual)	\$2,902,646	\$4,528,147	\$1,625,501
Revenues	\$4,808,890	\$5,084,862	
Expenditures	\$6,127,260	\$5,913,112	
Ending Cash Balance	\$1,584,276	\$3,699,897	\$2,115,621

- CWWS Cash Ending\$2,479,191
- Water Impact Cash Ending 305,412 Sewer Impact Cash Ending 915,294

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Combined Water/Wastewater FY21 Projected Ending Cash Balance Breakdown



6/15/2021

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COMBINED WATER & WASTEWATER SYSTEM FUND **Proposed 5 Year CIP**

Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2028
Raw Water Pump & Campground Station (Engineering)	\$100,000	13%	100	- :	
Forest Calls Seven144th St Pump Station (Engineering) (Cost TBC, Flug)	\$70,000	180			
4th Street and 4th Terrace (Engineering).	\$60,000	123	- 2	-	- 4
4th Street and 4th Tenace (Construction)	\$300,000				
Floating Aerator	\$200,000				
Water Plant Lagoon Cleaning	\$150,000				
HVAC System (Wastewater Plant)	\$20,000	14	- 20	-	- 1
GENessel Management (Cost Split 50/50 With CWWG)	\$50,000		- 0	-	
UVLights (Wastewater Plant)	\$40,000		7.5		
Rate Study Update	\$25,000	-	+0		-
144th Streetto Forest Oaks New Force Main and Pump Station (Engineering) (Cost TSC, Plus)	\$500,000	-		-	

Chart Continues on Next Slide



COMBINED WATER & WASTEWATER SYSTEM FUND **Proposed 5 Year CIP (Continued)**

Capital improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
144th Street to Forest Cake New Force Itain and Pump Station (Construction) (Cest 196, Pleg)	9.	\$2,500,000		[5-1	
River Crossing (12" Waterline) (Engineering)		\$100,000	10	34	
Towar Interconnect at Amory 169	1	\$20,000			
Loop System at Chamond Crest	- 1	\$100,000	- 40		12
Water Plant Expansion (Engineering)		\$1,000,000	\$1,000,000	-	(4
River Crossing (12 Waterline (Construction)	* 0	*)	\$500,000	- 4	
interpose cd Marris of 144th/160 Highway	-	- 57	\$20,000		1,0
Maple Lane (12" Waterline) (Engineering)		+.	\$50,000	-	
Highway 92 & Commercial Waterine (Engineering)	120	- 27	\$50,000	- 1-	7 72
Nigse Lane (12" Walenne) (Construction)	95	- 4		\$250,000	1,4
Highway 92 & Commercial Waterline (Construction)	- 0	0		\$200,000	
168th Street to Forest Oaks Gravity Line (Construction)		*:	2	\$3,000,000	
Water Plant Expansion (Construction)	+ 5		- +7	\$5,000.000	\$5,000,00
(Spotewater Treatment Flant (Phase I & II Engineering)				-	\$800,000
Grand Total (Net Cost)	\$1,555,000	\$3,720,000	\$1,520,000	\$8,450,000	\$5,800.0

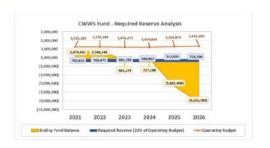
Combined Water/Wastewater Fund CWWS Cash - 5 Year Forecast



6/15/2021



Combined Water/Wastewater Fund 5 Year Required Reserve Analysis



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COMBINED WATER & WASTEWATER SYSTEM FUND Pending 5 Year CIP

Capital Improvement Project	Cost Estimate
F Highway Water Line Replacement	\$300,000
Quincy Waterline Replacement (Engineering & Construction)	\$600,000
Main St Waterline (River Crossing to Liberty) (E. & C)	\$250,000
Helvey Park (12" Waterline E & C)	\$700,000
169 Waterline (Commercial to SW Tower) (E & C)	\$700,000
Owens Branch Gravity Line #1*	\$2,000,000
Owens Branch Gravity Line #2"	\$2,000,000
Owens Branch Granity Line #3*	\$2,500,000
Water Treatment Plant (Construction)	\$4,000,000
Grand Total (Net Cost)	\$13,050,000

*Project need is based upon population growth/expansion

6/15/2021



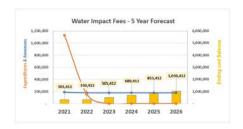
WATER IMPACT FEES Proposed 5 Year CIP



6/15/2021



WATER IMPACT FEES 5 Year Water Impact Cash Forecast



6/15/2021



SEWER IMPACT FEES Proposed 5 Year CIP



37 SMITHVILLE

SEWER IMPACT FEES 5 Year Sewer Impact Cash Forecast



SMITHVILLE

Stephen explained that the in the Combined Water/Wastewater Fund by year 2023 as we begin the engineering on the water plant expansion and begin to spend more and then by 2026 when we begin the construction of the water plan expansion that is where the fund would experience a severe cash flow and will need to investigate debt financing.

Cynthia noted that in the staff report:

The Combined Water and Wastewater Plan is an area of concern for staff. Recently completed studies for both water and wastewater outline significant capital outlay needs. Ongoing maintenance of infrastructure is also a priority. Finally, earlier this month concerns regarding sewer projects in the southern portion of town were discussed. In the coming weeks, staff plan to review all issues thoroughly, including alternatives for service in the southern portion of town, cash flow in the fund, an analysis of rates (including impact fees and all charges) and anticipate a separate Work Session in August to discuss this fund more thoroughly.

She explained that staff will be determining alternatives for the best possible recommendations to bring forward to the Board and the impact that has on the fund over the long term. Due to the review of cost and cash balances, staff will also be working with our financial advisors to determine where we stand on debt and when is the best time and how much debt to incur to obtain the best rate. Cynthia noted that in addition to the issues on the south side we will also look at the entirety of the combined water and wastewater fund with the Board in August.

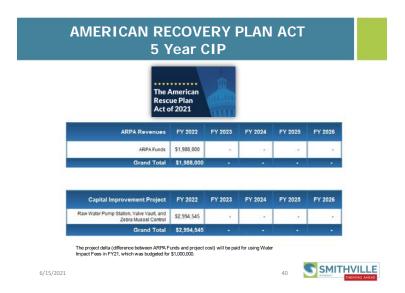
Alderman Atkins asked if there would be any grant opportunities?

Mayor Boley explained there were not a lot due to Smithville not being a struggling city that cannot get funding. Smithville has a good rating, and good revenues which make us ineligible for grants.

Cynthia noted that staff will also be looking at rate impact and our rates compared to other rates in the area. She said that the City did a rate study in 2018 and with that have the first increases in our water and sewer rates. Because we have so many ongoing infrastructure needs, both to address growth but also to maintain our existing aging infrastructure, we need to ensure a constant level of funding to address those needs.

Mayor Boley explained that when the rate study was done in 2018 we had the Water Master Plan completed but not the Wastewater Master Plan. The Wastewater Master Plan gave us a lot more insight into what we will have to pay for in the future. A new rate study will be able to tell us where we are competitive in our rates.

American Rescue Plan Act of 2021



Alderman Atkins asked if the American Rescue Plan Act funds are guaranteed, and we had guaranteed numbers?

Stephen explained that these figures were a conservative estimate that the numbers staff has seen have fluctuated between \$1.988 million and up to close to \$2.2 million. He noted that staff used a conservative number to be able to obtain our project costs and have the revenue.

Cynthia noted that the bill was passed back in March, and the allocations as Stephen noted that have been published are between \$1.9 to \$2.2 million.

Mayor Boley asked if we would be receiving the funds in two payments?

Cynthia said that is our understanding by the way it is written. She explained that in having conversations with the state there is not a good plan for how they will allocate the funds, but the letter of the law reads that cities will receive two allocations. The first round should be within 90-days pf the passage of the law and then the second payment should be a year after that. The funds then have to be allocated or spent by December 31, 2024. Cynthia noted that staff will keep the Board advised as we receive the first allocation or information concerning it.

Alderman Chevalier asked what direction staff was looking for from the Board.

Cynthia explained that staff has presented this recommended CIP for the next five years and want the Board input on those recommendations. Staff tried to look at and incorporate the Board's priorities and the existing priority plans. She asked that

the Board provide feedback on the plan as outlined and if it looks like something that makes sense and addresses the Board's goals and priorities. Cynthia explained that that the CIP Plan will be presented as part of the 2022 budget later this fall.

Mayor Boley stated he would like to see the Forest Oaks sewer project dropped off the list. He said it was getting more expensive and would benefit only a few residents. He noted it could be something for the future as the south develops.

Alderman Hartman agreed with Mayor Boley. He asked if staff had priorities listed from high to low as far as what they thought that the Board could see in the future?

Cynthia explained that the plan presented outlines the prioritization of the projects so that the earlier projects funded are those we have given higher priorities to and the projects with the low priorities are on the unfunded list.

Alderman Hartman asked if an emergency comes up, can the Board shuffle priorities to help address the emergency?

Cynthia said the Board could absolutely shuffle projects. She also noted that the Board has a policy to have a reserve of 40% in the general fund and we have significantly over that. She explained that because of that reserve we were able to cash fund an infrastructure emergency two years ago when Amory Road slide off the side right after construction was complete. She said without that cash reserve we would have had to look at what project would have to be pushed back. Cynthia explained that the beauty of a capital improvement plan is that it outlines the goals and focuses on those projects.

Stephen said that with it being a plan the Board has flexibility to shuffle projects around or reexamine the pending list.

Cynthia noted that the Board only adopts budget funds for one year. The CIP is a guide helping us to think through the years following and helps focus on the longer-term items.

Mayor Boley said he likes that the asphalt overlay is not committed to any specific project because you never know when issues will happen with roads, and they have to be fixed.

Cynthia explained that we have the PCI (pavement condition index) that helps us to understand where we need to direct our resources for our streets.

Mayor Boley also stated that next year the Board may have to make some changes to the CIP after we complete the Transportation Master Plan.

Alderman Chevalier asked if we will be waiting to complete the trails and trail connectivity until we determine the needs in the Transportation Master Plan?

Mayor Boley noted that they would be having a Transportation Master Plan meeting this week and need that to be part of that meeting. Focusing on connectively and getting trails in the north area before the dense south area that is not developed.

Alderman Chevalier said that with more housing north of the City he feels we really needed to focus on what is needed there with the road and trails. He explained that people were complaining about bikes being on the road, but they need to realize we do not have our trail connectivity completed yet and as of now for those in the north there are no trails for them to successfully navigate.

Cynthia noted that is a significant part of the Transportation Master Plan and the benefit of having Future iQ involved in the planning and advising of the Transportation Master Plan is they were also involved in the Parks and Recreation Master Plan as well. Future iQ is aware of us wanting to focus more on the trails being part of the City's transportation network.

Cynthia thanked Stephen for his work, especially the comparison data he provided and the information that really outlines what our fund balances look like and the cash position we will be in over time.

4. Adjourn

Linda Drummond, City Clerk

Alderman Atkins moved to adjourn.	Alderman Hartman seconded the motion.
Ayes – 5, Noes – 0, motion carries. adjourned at 6:34 p.m.	Mayor Boley declared the Work Session

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

June 15, 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 7:01 p.m. A quorum of the Board was present via Zoom meeting: Steve Sarver, Marv Atkins, Dan Hartman, Dan Ulledahl and John Chevalier. Kelly Kobylski was absent.

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

2. Pledge of Allegiance lead by Mayor Boley

3. Mayor's Proclamation - Elder Abuse Awareness

4. Consent Agenda

- Minutes
 - o May 27, 2021, Board of Alderman Retreat Minutes
 - o June 1, 2021, Board of Alderman Work Session Minutes
 - o June 1, 2021, Board of Alderman Regular Session Minutes

Finance Report

Financial Report for April 2021

No discussion.

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

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Alderman Chevalier reported on the June 8 Planning and Zoning Commission meeting. They discussed and approved several items which are on the agenda this evening. He noted that there have been 28 residential building permits to date.

6. City Administrator's Report

Cynthia reported that the City Hall renovation project is nearing the final stages. We have opened the front door of City Hall to the public and resumed business as usual. The contractor will be finishing up small items over the next few weeks to finish the project. She explained that we would like to have been able to hold an in person meeting tonight but have not been able to move the remaining office furniture. We are still waiting on the delivery of some of the new office furniture that should be delivered in the next couple of weeks. Once the touch up painting is complete and the new furniture delivered, staff will remove everything from the Council Chamber and have it ready for the July Board of Alderman meeting.

Cynthia reminded the Board there is only one meeting in mid-July, and City Hall will be closed July 2 and July 6 in observance of the Fourth of July holiday.

ORDINANCES & RESOLUTIONS

7. Bill No. 2908-21, Budget Amendment No. 6 – 1st Reading

Alderman Sarver moved to approve Bill No. 2908-21, amending the FY21 operating budget to add \$190,000 to the expenditure budget and \$240,000 to the revenue budget. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote via teleconference:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 2908-21 approved first reading.

8. Resolution 926, Bid Award No. 21-15, Raw Water Station Project

Alderman Hartman moved to approve Resolution 926, awarding Bid No. 21-15, Raw Water Pump Station, Valve Vault, Zebra Mussel Control and Smith's Fork Pump Station to Irvinbuilt Constructors Inc., in an amount not to exceed \$2,994,545. Alderman Atkins seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 926 approved.

9. Resolution 927, Special Event Permit – Chamber Backyard BBQ

Alderman Sarver moved to approve Resolution 927, issuing a Special Event Permit to allow alcohol at the Smithville Chamber of Commerce for the Backyard BBQ Bash, a BBQ competition, to be held at Courtyard Park on September 25, 2021. Alderman Atkins seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 927 approved.

10. Resolution 928, Temporary Liquor License - Chops BBQ & Catering

Alderman Atkins moved to approve Resolution 928, issuing a Temporary Liquor License to Chops BBQ and Catering for the Backyard BBQ Bash on September 25, 2021, at Courtyard Park. Alderman Sarver seconded the motion.

No discussion.

Ayes – 4, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Resolution 928 approved.

11. Resolution 929, Agreement with Grace Community Church

Alderman Hartman moved to approve Resolution 929, authorizing and directing the Mayor to execute an agreement with Grace Community Church for use of Smith's Fork Park September 16, 17, and 18, 2021 for the purpose of hosting Nehemiah Festival. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 929 approved.

12. Resolution 930, Fireworks Event Display Approval

Alderman Chevalier moved to approve Resolution 930, approving a Fireworks Display at White Iron Ridge Event Center at 815 East 92 Highway on July 11, 2021. Alderman Atkins seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 930 approved.

13. Resolution 931, Special Event Permit – Whiskey Walk

Alderman Chevalier moved to approve Resolution 931, issuing a Special Event Permit to the Smithville Main Street District for the Whiskey Walk on July 17, 2021, at Courtyard Park. Alderman Hartman seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 931 approved.

14. Resolution 932, Temporary Liquor Licenses – Main Street District

Alderman Chevalier moved to approve Resolution 932, issuing a Temporary Liquor Licenses to Main Street District, for all vendors participating in the Whiskey Walk on July 17, 2021, at Courtyard Park. Alderman Atkins seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 932 approved.

15. Resolution 933, Special Request of Smithville American Legion Post 58
Alderman Chevalier moved to table Resolution 933 to later in the meeting until Dwayne
Knott, American Legion Post 58 representative, could join the meeting. Alderman
Sarver seconded the motion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 933 tabled.

16. Resolution 934, Mitchell's Greenhouse and Nursery Final Plat

Alderman Sarver moved to approve Resolution 934, approving the final plat for Mitchell's Greenhouse and Nursey dividing Lot 1 of its' subdivision at 13500 North 169 Highway to create two additional lots with interior access. Alderman Hartman seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 934 approved.

17. Resolution 935, Medical Marijuana Cultivation and Manufacturing Site Plan Alderman Chevalier moved to approve Resolution 935, approving the site plan for the Medical Marijuana Cultivation and Manufacturing facility in the First Park Industrial Park. Alderman Sarver seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 935 approved.

18. Resolution 936, KCI RV Storage Site Plan

Alderman Chevalier moved to approve Resolution 936, approving the amended site plan for the KCI RV storage facility at 14600 North 169 Highway. Alderman Sarver seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 936 approved.

19. Resolution 933, Special Request of Smithville American Legion Post 58
Alderman Chevalier moved to approve Resolution 933, agreeing to sponsor the free band concerts that will take place at the Courtyard each Wednesday in June starting at 7:30 PM. City sponsorship of this event would allow waiver of event rental fees and deposits. Alderman Atkins seconded the motion.

Dwayne Knott, 15019 Green Briar Drive, spoke to the Board on behalf of the American Legion Post 58. He asked that the Board consider their request due to the many things the Post does for the community so that they may continue to provide concerts free of charge at the Courtyard.

Matt Denton, Parks Director, noted that this agenda item was not staff recommended. Staff only brought this item forward for Board consideration based on the Legion's request.

Alderman Hartman said that he was not in favor of waiving the fees because it would be setting a precedence to encourage other organizations to request fees be waived. Cynthia noted that this is more of a sponsorship.

Alderman Atkins stated that he had great respect for the Legion and all they do and is in favor of waiving the fees.

Alderman Chevalier agreed he was also in favor of waiving the fees.

Mayor Boley requested a roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 933 approved.

OTHER MATTERS BEFORE THE BOARD

20. Public Comment

None

21. New Business from the Floor

Alderman Chevalier asked to discuss in a future Work Session the Neighborhood Beautification Grant, what the options are and what other communities are doing with the grants.

Mayor Boley noted that he would not be able to be at the July 20 meeting and requested the Board change the date to either July 19 or July 21.

The Board all agreed to change the July meeting date to Monday, July 19.

22. Adjourn

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

Ayes - 5, Noes - 0, motion carries via teleconference. Mayor Boley declared the regular session adjourned at 7:37 p.m.

Linda Drummond, City Clerk	Damien Boley, Mayor

FY21 BUDGET - FINANCIAL UPDATE 5/31/21

REVENUES, BY FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
GENERAL FUND	4,763,608.86	4,634,040.00	3,310,852.96	4,918,540.00	71.45%
CAPITAL PROJECTS FUND	-	273,000.00	214,478.15	272,250.00	78.56%
CAPITAL IMPROVEMENT SALES TAX FUND	579,720.69	530,750.00	342,771.07	615,250.00	64.58%
DEBT SERVICE FUND	556,280.00	342,190.00	342,190.00	342,190.00	100.00%
TRANSPORTATION SALES TAX FUND	582,358.98	530,750.00	337,815.32	604,335.00	63.65%
COMBINED WATER/WASTEWATER SYSTEMS FUND	4,466,228.64	4,808,890.00	2,738,123.73	5,164,591.00	56.94%
SANITATION FUND	831,293.48	890,550.00	504,922.43	877,615.00	56.70%
SPECIAL ALLOCATION FUND	8,260.08	520,000.00	246,932.01	520,000.00	47.49%
PARK & STORMWATER SALES TAX FUND	-	442,290.00	297,994.22	475,924.00	67.38%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	-	165,000.00	76,331.00	165,000.00	46.26%
CARES FUND	945,399.87	-	-	-	
	11,787,750.73	13,137,460.00	8,412,410.89	13,955,695.00	64.03%

EXPENDITURES, BY FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
GENERAL FUND	4,934,030.90	5,722,540.00	2,803,857.58	5,420,793.81	49.00%
CAPITAL PROJECTS FUND	699,506.47	1,737,440.00	1,069,052.98	1,882,370.00	61.53%
CAPITAL IMPROVEMENT SALES TAX FUND	556,280.00	752,250.00	423,893.00	798,910.00	56.35%
DEBT SERVICE FUND	325,017.50	329,860.00	231,262.50	325,020.00	70.11%
TRANSPORTATION SALES TAX FUND	175,690.18	1,055,820.00	198,816.12	1,034,225.00	18.83%
COMBINED WATER/WASTEWATER SYSTEMS FUND	3,360,050.12	7,525,260.00	1,953,394.05	7,228,101.00	25.96%
SANITATION FUND	813,356.26	885,710.00	505,967.04	868,409.00	57.13%
SPECIAL ALLOCATION FUND	-	520,000.00	-	517,000.00	0.00%
PARK & STORMWATER SALES TAX FUND	-	225,000.00	10,420.00	225,000.00	4.63%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	-	125,000.00	26,261.00	65,838.00	21.01%
CARES FUND	357,892.29	550,000.00	348,946.13	348,946.13	63.44%
	11,221,823.72	19,428,880.00	7,222,924.27	18,365,666.81	37.18%

FY/I	17 F IV	IFRAL	. FUND	

5/31/21

EVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection
PROPERTY TAXES	895,583.11	886,950.00	924,582.05	925,841.00
SALES AND USE TAXES	1,772,266.24	1,696,150.00	1,104,361.94	1,911,313.00
FRANCHISE TAXES	710,418.37	681,430.00	377,964.01	668,090.00
OTHER TAXES	310,538.02	322,040.00	211,541.17	302,732.00
LICENSES, FEES, AND PERMITS	362.052.14	325,080.00	262,657.37	442,027.00
INTERGOVERNMENTAL REVENUES	25,868.33	49,280.00	34,568.75	41,237.00
CHARGES FOR SERVICES	222,151.56	244,810.00	159,113.18	229,835.00
FINES AND FORFEITS	144.336.13	168,980.00	73.251.00	110.390.00
INTEREST	116,770.48	45,000.00	33,064.19	45,000.00
DONATIONS	-	4,750.00	-	4,750.00
OTHER REVENUE	29,104.48	400.00	30,196.71	28,155.00
DEBT ISSUED	-	-	-	-
TRANSFERS IN	174,520.00	209,170.00	99,552.59	209,170.00
	4,763,608.86	4,634,040.00	3,310,852.96	4,918,540.00
PENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection
PENDITURES, BY DEPARTMENT ADMINISTRATION	FY20 Actual 733,241.95	FY21 Budget 1,016,070.00	FY21 YTD 565,932.36	FY21 Projection 947,711.00
ADMINISTRATION	733,241.95	1,016,070.00	565,932.36	947,711.00
ADMINISTRATION STREET	733,241.95 1,025,631.76	1,016,070.00 1,224,010.00	565,932.36 449,374.41	947,711.00 1,212,140.81
STREET POLICE	733,241.95 1,025,631.76 1,823,161.21	1,016,070.00 1,224,010.00 2,024,440.00	565,932.36 449,374.41 1,033,805.88	947,711.00 1,212,140.81 1,863,175.00
ADMINISTRATION STREET POLICE DEVELOPMENT	733,241.95 1,025,631.76 1,823,161.21 442,794.55	1,016,070.00 1,224,010.00 2,024,440.00 424,650.00	565,932.36 449,374.41 1,033,805.88 225,140.97	947,711.00 1,212,140.81 1,863,175.00 401,930.00
ADMINISTRATION STREET POLICE DEVELOPMENT FINANCE	733,241.95 1,025,631.76 1,823,161.21 442,794.55	1,016,070.00 1,224,010.00 2,024,440.00 424,650.00	565,932.36 449,374.41 1,033,805.88 225,140.97	947,711.00 1,212,140.81 1,863,175.00 401,930.00
ADMINISTRATION STREET POLICE DEVELOPMENT FINANCE COURT	733,241.95 1,025,631.76 1,823,161.21 442,794.55 302,904.09	1,016,070.00 1,224,010.00 2,024,440.00 424,650.00 315,860.00	565,932.36 449,374.41 1,033,805.88 225,140.97 172,092.60	947,711.00 1,212,140.81 1,863,175.00 401,930.00 279,844.00
ADMINISTRATION STREET POLICE DEVELOPMENT FINANCE COURT PARKS & REC	733,241.95 1,025,631.76 1,823,161.21 442,794.55 302,904.09 - 547,965.75	1,016,070.00 1,224,010.00 2,024,440.00 424,650.00 315,860.00 - 646,880.00	565,932.36 449,374.41 1,033,805.88 225,140.97 172,092.60	947,711.00 1,212,140.81 1,863,175.00 401,930.00 279,844.00 - 643,927.00
ADMINISTRATION STREET POLICE DEVELOPMENT FINANCE COURT PARKS & REC SENIOR CENTER	733,241.95 1,025,631.76 1,823,161.21 442,794.55 302,904.09 - 547,965.75 16,295.32	1,016,070.00 1,224,010.00 2,024,440.00 424,650.00 315,860.00 - 646,880.00 21,620.00	565,932.36 449,374.41 1,033,805.88 225,140.97 172,092.60 - 329,073.51 9,155.40	947,711.00 1,212,140.81 1,863,175.00 401,930.00 279,844.00 - 643,927.00 23,056.00

4,934,030.90

5,722,540.00

2,803,857.58

5,420,793.81

49.00%

tion Percent Spent	FY21 Projection	FY21 YTD	FY21 Budget	FY20 Actual	GENERAL FUND
0.00 53.61%	305,930.00	178,390.67	332,760.00	335,771.57	SALARIES & WAGES
	38,182.00	20,862.61	28,500.00	36,145.64	PART-TIME WAGES
	35.00	17.70	-	-	OVERTIME WAGES
	25,313.00	14,669.70	27,640.00	26,558.32	FICA EXPENSE
	28,038.00	17,169.54	51,110.00	25,910.48	EMPLOYEE BENEFITS
	640.00	-	640.00	(2,659.81)	WORKER'S COMPENSATION
	27,320.00	15,984.93	33,240.00	30,555.12	RETIREMENT EXPENSE
-		-	-	-	UNEMPLOYMENT BENEFITS
3.00 52.14%	425,458.00	247,095.15	473,890.00	452,281.32	Personnel
0.00 135.85%	3,280.00	4,455.88	3,280.00	2,697.99	REPAIRS & MAINTENANCE - BLDG
0.00 68.78%	6,620.00	4,553.45	6,620.00	5,885.23	REPAIRS & MAINTENANCE - EQUIP
-	-	-	-	52.34	REPAIRS & MAINTENANCE - VHCLES
0.00 57.25%	12,710.00	7,276.16	12,710.00	14,841.43	REPAIRS & MAINTENANCE - SFTWRE
0.00 71.13%	1,210.00	860.62	1,210.00	2,546.11	ELECTRICITY
0.00 139.31%	2,300.00	3,204.17	2,300.00	2,377.69	TELEPHONE/INTERNET
0.00 56.47%	2,000.00	1,129.36	2,000.00	1,742.82	MOBILE COMMUNICATIONS
- 1389400.00%	-	13,894.00	-	-	CAPITAL EXPENDITURES - EQUIP
-	-	-	-	-	capital expenditures - hrdware
0.00 315.04%	270.00	850.62	270.00	1,628.58	TOOLS & SUPPLIES
-	-	-	-	1,085.58	FUEL
-	-	-	-	-	city events
0.00 127.60%	28,390.00	36,224.26	28,390.00	32,857.77	Operation and Maintenance
0.00 98.52%	42,990.00	42,352.56	42,990.00	118,549.77	PROFESSIONAL SERVICES
	42,990.00	42,352.56	42,990.00	118,549.77	Contractual Services
	5,750.00	100.00	5,750.00	5,692.09	INSURANCE EXPENSE
0.00 1.74%	5,750.00	100.00	5,750.00	5,692.09	Insurance
0.00 76.12%	8,540.00	6,500.65	8,540.00	6,167.92	TRAINING & TRAVEL EXPENSE
0.00 96.34%	4,800.00	4,624.51	4,800.00	5,280.72	OFFICE SUPPLIES
0.00 25.00%	3,000.00	750.00	3,000.00	2,250.00	POSTAGE
0.00 100.52%	500.00	502.60	500.00	-	ADVERTISING
0.00 98.97%	7,210.00	7,135.41	7,210.00	7,132.13	MEMBERSHIPS & SUBSCRIPTIONS
0.00 81.14%	24,050.00	19,513.17	24,050.00	20,830.77	Office and Administrative
0.00 40.70%	420,000,00	210 574 22	441,000,00	100 015 00	CAPITAL IMPROVEMENT PROJECTS
-	420,000.00 420.000.00	219,574.32 219,574.32	441,000.00 441,000.00	100,915.00 100,915.00	Capital Improvement Projects
49.79%	420,000.00	219,574.32	441,000.00	100,915.00	Capital Improvement Projects
3.00 107290.00%	1,073.00	1,072.90	-	2,115.23	MISCELLANEOUS EXPENSE
3.00 107290.00%	1,073.00	1,072.90	-	2,115.23	Other Expenses
-	-	-	-	-	Debt - Principal
-	-	-	-	-	Debt - Interest
-				<u>-</u>	Transfers Out

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spen
SALARIES & WAGES	332,126.97	403,320.00	239,578.78	406,500.00	59.40
PART-TIME WAGES	20,552.00	20,400.00	12,156.80	20,093.00	59.59
OVERTIME WAGES	8,608.58	8,000.00	2,836.27	5,584.00	35.45
FICA EXPENSE	25,818.79	31,470.00	17,711.27	30,037.00	56.28
EMPLOYEE BENEFITS	36,385.09	55,080.00	29,441.72	46,589.00	53.45
WORKER'S COMPENSATION	20,339.58	28,900.00	_	28,900.00	0.00
RETIREMENT EXPENSE	26,352.12	37,850.00	21,563.73	36,435.00	56.97
UNIFORM EXPENSE	2,886.21	4,200.00	1,322.82	3,000.00	31.50
Personnel	473,069.34	589,220.00	324,611.39	577,138.00	55.099
REPAIRS & MAINTENANCE - BLDG	1,689.33	980.00	514.89	1,000.00	52.54
REPAIRS & MAINTENANCE - BEDG	448.29	440.00	1,090.00	1,050.00	247.73
REPAIRS & MAINTENANCE - VEHICL	1,826.91	1,500.00	748.45	1,500.00	49.90
REPAIRS & MAINTENANCE - VEHICE REPAIRS & MAINTENANCE - SFWRE	746.21	108,600.00	215.20	108,600.00	0.20
ELECTRICITY	90,501.55	92,780.00	48,653.73	92,780.00	52.44
PROPANE	3,763.63	6,250.00	3,200.00	6,250.00	51.20
TELEPHONE/INTERNET	6,605.59	6,450.00	3,386.11	6,450.00	52.50
MOBILE COMMUNICATIONS	2,730.50	4,420.00	2,083.65	4,420.00	47.14
CAPITAL EXPENDITURES - EQUIP	2,730.30	4,420.00	2,003.03	4,420.00	47.14
CAPITAL EXPENDITURES - VEHICLE					
TOOLS & SUPPLIES		100.00	398.14	334.00	398.14
FUEL	-	100.00	370.14	334.00	370.14
Operation and Maintenance	108,312.01	221,520.00	60,290.17	222,384.00	27.22
	0.5/1.01				
PROFESSIONAL SERVICES DEDUCTIBLES	2,564.24	351,930.00	21,526.05	351,930.00	6.12
Contractual Services	1,000.00 3,564.24	351,930.00	21,526.05	351,930.00	6.12
Contractual Services	3,564.24	351,930.00	21,526.05	351,930.00	0.12
INSURANCE EXPENSE	15,839.92	16,180.00	-	16,180.00	0.00
Insurance	15,839.92	16,180.00	-	16,180.00	0.009
TRAINING & TRAVEL EXPENSE	774.37	3,000.00	637.00	3,000.00	21.23
OFFICE SUPPLIES	2,494.39	1,500.00	1,388.55	1,500.00	92.57
MEMBERSHIPS & SUBSCRIPTIONS	338.99	660.00	921.25	8.81	139.58
Office and Administrative	3,607.75	5,160.00	2,946.80	4,508.81	57.11
CAPITAL IMPROVEMENT PROJECTS	421,238.50	_	_	_	
Capital Improvement Projects	421,238.50	-	-	-	
MISCELLANEOUS		_			
Other Expenses					
Other Expenses					
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	<u>-</u>	40,000.00	40,000.00	40,000.00	100.00
Transfers Out	-	40,000.00	40,000.00	40,000.00	100.00

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
SALARIES & WAGES	1,010,456.09	1,070,310.00	562,903.30	966,767.00	52.59%
PART-TIME WAGES	15,832.29	17,090.00	8,799.90	15,253.00	51.49%
OVERTIME WAGES	53,578.38	42,000.00	29,150.22	50,602.00	69.41%
FICA EXPENSE	76,800.78	83,190.00	42,670.60	73,372.00	51.29%
EMPLOYEE BENEFITS	156,204.23	192,510.00	87,405.96	137,842.00	45.40%
WORKER'S COMPENSATION	43,521.03	46,280.00	-	46,280.00	0.00%
RETIREMENT EXPENSE	114,221.53	101,230.00	53,475.69	91,765.00	52.83%
UNIFORM EXPENSE	10,467.00	16,370.00	9,687.54	16,370.00	59.18%
Personnel	1,481,081.33	1,568,980.00	794,093.21	1,398,251.00	50.61%
REPAIRS & MAINT - BLDG	5,961.93	7,670.00	6,407.03	7,670.00	83.53%
REPAIRS & MAINTENANCE - EQUIP	30,427.81	14,320.00	2,587.12	14,320.00	18.07%
REPAIRS & MAINT - VEHICLES	16,763.67	18,970.00	21,352.71	18,970.00	112.56%
REPAIRS & MAINT - SOFTWARE	26,739.90	30,820.00	7,989.90	30,820.00	25.92%
ELECTRICITY	3,627.51	6,120.00	2,700.38	6,120.00	44.12%
TELEPHONE/INTERNET	8,440.14	8,380.00	4,609.41	8,380.00	55.00%
MOBILE COMMUNICATIONS	7,716.90	9,030.00	5,218.93	9,030.00	57.80%
CAPITAL EXPENDITURES - EQUIP	47,482.52	19,500.00	35,830.58	28,914.00	183.75%
CAPITAL EXPENDITURES - VEHICLE	47,402.32	17,500.00	33,030.30	20,714.00	103.7370
CAPTIAL EXPENDITURES - VEHICLE CAPTIAL EXPENDITURES - SFTWARE	-	100,000,00		100,000.00	45.79%
		100,000.00	45,789.68	16,970.00	
TOOLS & SUPPLIES	12,142.75	16,970.00	6,561.78		38.67%
FUEL	24,891.59	32,500.00	15,550.26	32,500.00	47.85%
ANIMAL CONTROL animal shelter	258.93	500.00	-	500.00	0.00%
Operation and Maintenance	184,453.65	264,780.00	154,597.78	274,194.00	58.39%
PROFESCIONAL SERVICES	20 (20 57	0/ 4/0 00	0/ 040 70	2/ 4/2 22	70.040/
PROFESSIONAL SERVICES	28,628.57	36,460.00	26,948.73	36,460.00	73.91%
DISPATCHING	53,280.31	68,430.00	44,327.87	68,430.00	64.78%
CONFINEMENT	3,042.00	6,000.00	195.00	6,000.00	3.25%
INSURANCE DEDUCTIBLES Contractual Services	3,300.00 88,250.88	1,000.00 111,890.00	71,471.60	1,000.00 111,890.00	0.00% 63.88%
INSURANCE EXPENSE	51,333.63	54,710.00	-	54,710.00	0.00%
Insurance	51,333.63	54,710.00	-	54,710.00	0.00%
TRAINING & TRAVEL EXPENSE	10,770.84	12,500.00	8,962.18	12,500.00	71.70%
OFFICE SUPPLIES EXPENSE	2,302.77	2,000.00	1,288.39	2,000.00	64.42%
POSTAGE	864.14	1,000.00	364.55	1,050.00	36.46%
ADVERTISING	-	250.00	-	250.00	0.00%
MEMBERSHIPS & SUBSCRIPTIONS	4,103.97	8,330.00	3,028.17	8,330.00	36.35%
Office and Administrative	18,041.72	24,080.00	13,643.29	24,130.00	56.66%
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE				_	
Other Expenses	-	-	_	-	
·					
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	_	-		-	
TOTAL GENERAL FUND	1,823,161.21	2,024,440.00	1,033,805.88	1,863,175.00	51.07%

DEVELOPMENT 5/31/2021

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
				•	•
SALARIES & WAGES	258,647.42	268,000.00	148,844.19	254,707.00	55.549
OVERTIME WAGES	1,156.15	500.00	461.27	923.00	92.259
FICA EXPENSE	18,584.36	20,550.00	10,756.47	18,415.00	52.349
EMPLOYEE BENEFITS	31,585.92	30,260.00	15,438.78	24,431.00	51.029
WORKER'S COMPENSATION	11,335.91	9,240.00	-	9,240.00	0.009
RETIREMENT EXPENSE	22,828.28	24,710.00	13,389.01	22,824.00	54.189
UNIFORM EXPENSE	981.37	1,800.00	544.33	1,800.00	30.249
Personnel	345,119.41	355,060.00	189,434.05	332,340.00	53.35%
REPAIRS & MAINTENANCE - BLDG	1,773.57	1,310.00	810.88	1,310.00	61.909
REPAIRS & MAINTENANCE - EQUIP	847.28	790.00	766.20	790.00	96.999
REPAIRS & MAINT - VEHICLES	348.61	1,390.00	186.65	1,390.00	13.439
REPAIRS & MAINT - SFTWRE/MAPS	17,677.28	10,580.00	821.50	10,580.00	7.76%
ELECTRICITY	1,154.29	1,210.00	505.09	1,210.00	41.749
TELEPHONE/INTERNET	2,688.29	2,030.00	1,367.91	2,030.00	67.389
MOBILE COMMUNICATIONS	2,902.14	3,520.00	1,458.59	3,520.00	41.449
CAPITAL EXPENDITURES - EQUIP	953.05	-	1,161.19	-	116119.009
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
TOOLS & SUPPLIES	896.50	1,020.00	629.80	1,020.00	61.75%
FUEL	4,053.11	5,000.00	1,641.33	5,000.00	32.839
Operation and Maintenance	33,294.12	26,850.00	9,349.14	26,850.00	34.82%
PROFESSIONAL SERVICES	49,215.19	25,060.00	21,935.47	25,060.00	87.539
Contractual Services	49,215.19	25,060.00	21,935.47	25,060.00	87.53%
INSURANCE EXPENSE	6,403.47	6,950.00	-	6,950.00	0.009
Insurance	6,403.47	6,950.00	-	6,950.00	0.00%
TRAINING & TRAVEL EXPENSE	1,513.06	2,870.00	606.01	2,870.00	21.129
OFFICE SUPPLIES EXPENSE	607.35	500.00	733.69	500.00	146.749
POSTAGE	1,308.05	1,000.00	831.50	1,000.00	83.159
ADVERTISING	5,135.90	5,000.00	1,863.11	5,000.00	37.269
MEMBERSHIPS & SUBSCRIPTIONS	83.00	1,360.00	388.00	1,360.00	28.539
Office and Administrative	8,647.36	10,730.00	4,422.31	10,730.00	41.21%
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE	115.00	-	-	-	
Other Expenses	115.00	-	-	-	
·					
Debt - Principal	-	=	-	=	
·					
Debt - Interest	-	-	-	-	
Transfers Out		_	_	-	

FINANCE 5/31/2021

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
SALARIES & WAGES	170,901.51	171,100.00	89,730.01	153,970.00	52.44%
PART-TIME WAGES	5,000.00	171,100.00	212.50	213.00	21250.00%
OVERTIME WAGES	579.17	500.00	840.52	1,552.00	168.10%
FICA EXPENSE	12,720.12	13,130.00	6,782.75	10,763.00	51.66%
EMPLOYEE BENEFITS	19,266.56	22,150.00	8,473.35	13,566.00	38.25%
WORKER'S COMPENSATION	298.55	300.00	-,	300.00	0.00%
RETIREMENT EXPENSE	14,889.97	15,790.00	2,990.80	4,375.00	18.94%
Personnel	223,655.88	222,970.00	109,029.93	184,739.00	48.90%
REPAIRS & MAINTENANCE - BLDG	808.32	950.00	661.98	950.00	69.68%
REPAIRS & MAINTENANCE - EQUIP	981.41	620.00	398.89	620.00	64.34%
REPAIRS & MAINTENANCE - SFTWRE	12,654.15	13,870.00	2,116.40	13,870.00	15.26%
ELECTRICITY	494.90	880.00	201.90	880.00	22.94%
TELEPHONE/INTERNET	1,493.03	1,480.00	801.83	1,480.00	54.18%
MOBILE COMMUNICATIONS	769.27	520.00	284.61	520.00	54.73%
CAPITAL EXPENDITURES - EQUIP	-	-	2,000.00	2,000.00	200000.00%
TOOLS & SUPPLIES	1,018.79	1,160.00	284.68	1,160.00	24.54%
Operation and Maintenance	18,219.87	19,480.00	6,750.29	21,480.00	34.65%
PROFESSIONAL SERVICES	21,748.96	33,740.00	29,318.21	33,740.00	86.89%
Contractual Services	21,748.96	33,740.00	29,318.21	33,740.00	86.89%
INSURANCE EXPENSE	2,490.70	3,130.00	-	3,130.00	0.00%
Insurance	2,490.70	3,130.00	-	3,130.00	0.00%
TRAINING & TRAVEL EXPENSE	348.00	1,200.00	_	1,200.00	0.00%
OFFICE SUPPLIES	402.77	500.00	262.81	500.00	52.56%
ADVERTISING	108.60	60.00	200.16	200.00	333.60%
BANK CHARGES	35,630.31	34,510.00	26,016.20	34,510.00	75.39%
MEMBERSHIPS & SUBSCRIPTIONS	299.00	270.00	515.00	345.00	190.74%
Office and Administrative	36,788.68	36,540.00	26,994.17	36,755.00	73.88%
Capital Improvement Projects	-			<u>-</u>	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	302,904.09	315,860.00	172,092.60	279,844.00	54.48%

MUNICIPAL COURT

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
colories 9 wages					
salaries & wages	-	-	-	-	
part-time wages overtime wages	-	-	-	-	
· ·	-	-	-	-	
fica expense	-	-	-	-	
employee benefits WORKER'S COMPENSATION	-	-	-	-	
	-	-	-	-	
retirement expense Personnel					
reisonnei	_	_	_	-	
repairs & maintenance - bldg	-	-	_	-	
repairs & maintenance - equip	-	-	-	-	
repairs & maintenance - sftwre	-	-	-	-	
ELECTRICITY	-	-	-	-	
TELEPHONE/INTERNET	-	-	-	-	
capital expenditures - hrdwre	-	-	-	-	
tools & supplies	-	-	-	-	
Operation and Maintenance	-	-	-	-	
professional services	-	-	-	-	
Contractual Services	-	-	-	-	
insurance expense	-	-	_	-	
Insurance	-	-	-	-	
training & travel	-	-	-	-	
office supplies expense	-	-	-	-	
postage	-	-	-	-	
bank charges	-	-	-	-	
Office and Administrative	-	-	-	=	
Comitat I annual projects					
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Dobt Dringing					
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Townsform Out					
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	-	-	-	-	

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
SALARIES & WAGES	238,484.26	253,140.00	148,109.09	250,892.00	58.51%
PART-TIME WAGES	4,950.00	22,170.00	1,826.20	22,170.00	8.24%
PART-TIME RECREATION WAGES	6,824.41	9,580.00	2,495.00	4,710.00	26.04%
OVERTIME WAGES	3,269.32	2,000.00	951.42	1,482.00	47.57%
FICA EXPENSE	18,868.35	21,950.00	11,397.23	19,362.00	51.92%
EMPLOYEE BENEFITS	23,459.88	31,780.00	17,471.86	27,648.00	54.98%
WORKER'S COMPENSATION	11,039.98	10,770.00	-	10,770.00	0.00%
RETIREMENT EXPENSE	18,382.65	23,480.00	13,620.98	23,218.00	58.01%
UNIFORM EXPENSE	2,121.62	3,250.00	580.91	3,250.00	17.87%
Personnel	327,400.47	378,120.00	196,452.69	363,502.00	51.96%
REPAIRS & MAINTENANCE - BLDG	126.09	1,000.00	-	1,000.00	0.00%
REPAIRS & MAINTENANCE - EQUIP	7,300.13	8,500.00	7,121.03	8,500.00	83.78%
REPAIRS & MAINTENACE - VEHICLE	1,356.15	750.00	245.57	750.00	32.74%
REPAIRS & MAINT - INFRASTRUCTR	20,076.71	18,000.00	9,110.99	18,000.00	50.62%
REPAIRS & MAINT - PARKS	10,766.05	-	6,537.15	3,777.00	653715.00%
REPAIRS & MAINT - SOFTWARE	1,848.70	8,810.00	1,620.90	8,810.00	18.40%
REPAIRS & MAINT - SMITH'S FORK	14,776.27	45,000.00	44,185.25	45,000.00	98.19%
ELECTRICITY	24,591.73	19,080.00	8,532.10	19,080.00	44.72%
PROPANE	3,825.26	5,630.00	3,825.00	5,630.00	67.94%
TELEPHONE/INTERNET	7,426.08	7,660.00	2,502.28	7,660.00	32.67%
MOBILE COMMUNICATIONS	3,369.05	3,080.00	1,766.75	3,080.00	57.36%
CAPITAL EXPENDITURES - EQUIP	741.17	-	_	-	
CAPITAL EXPENDITURES - VEHICLE	-	_	_	_	
CAPITAL EXPENDITURES - HRDWARE		_			
CAPITAL EXPENDITURES - BLDG	_				
TOOLS & SUPPLIES	6,823.88	5,000.00	2,400.96	5,000.00	48.02%
FUEL	5,349.33			7,500.00	47.25%
	5,349.33	7,500.00	3,543.93	7,500.00	47.23%
recreation	4 275 55	10,000,00	- 0.105.13	10.000.00	02 520/
YOUTH REC LEAGUE UNIFORMS	4,375.55	10,900.00	9,105.12	10,900.00	83.53%
YOUTH REC LEAGUE UMPIRES	6,731.50	9,140.00	5,678.00	9,140.00	62.12%
ADULT REC LEAGUE UNIFORMS	-	-	-	-	
ADULT REC LEAGUE OFFICIALS	255.00	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	200.21	720.00	472.88	720.00	65.68%
REC LEAGUE SUPPLIES/AWARDS	7,337.86	25,320.00	2,382.71	25,320.00	9.41%
REC LEAGUE ADVERTISING Operation and Maintenance	552.53 127,829.25	1,000.00 178,090.00	260.78 109,291.40	1,000.00 181,867.00	26.08% 61.37%
operation and Maintenance	127,027.23	170,070.00	107,271.40	101,007.00	01.0770
BIKE RACE	5,109.27	-	11,944.20	7,888.00	1194420.00%
PROFESSIONAL SERVICES	3,036.99	2,990.00	3,621.78	2,990.00	121.13%
LEASE EXPENSE	35,103.13	36,860.00	-	36,860.00	0.00%
CAMP HOST SERVICES	19,300.00	17,500.00	5,000.00	17,500.00	28.57%
FIREWORKS DISPLAY	12,000.00	12,000.00	-	12,000.00	0.00%
Contractual Services	74,549.39	69,350.00	20,565.98	77,238.00	29.66%
MOVIE NIGHTS Insurance	422.08	2,400.00	300.00 300.00	2,400.00	12.50% 12.50%
msurance	422.08	2,400.00	300.00	2,400.00	12.50 %
INSURANCE EXPENSE	13,389.17	12,960.00	-	12,960.00	0.00%
TRAINING & TRAVEL EXPENSE	3,210.00	4,320.00	1,535.76	4,320.00	35.55%
OFFICE SUPPLIES	275.98	500.00	-	500.00	0.00%
POSTAGE	-	-	-	-	
ADVERTISING	734.41	500.00	282.68	500.00	56.54%
MEMBERSHIPS	155.00	640.00	645.00	640.00	100.78%
Office and Administrative	17,764.56	18,920.00	2,463.44	18,920.00	13.02%
CAPITAL IMPROVEMENT PROJECTS					
Capital Improvement Projects					
capital improvement Projects					
				_	
MISCELLANEOUS EXPENSE	-	-			
Other Expenses	-		-	-	
	<u>-</u> -	-	-	-	
	-	-	-	-	
Other Expenses Debt - Principal	-	-	-	-	
Other Expenses	-	-	-	-	
Other Expenses Debt - Principal Debt - Interest	-	- - -	-	-	
Other Expenses Debt - Principal	-	- - - -	-	-	

IOR CENTER					5/31/2021
GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spen
				-	
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	2,592.48	3,070.00	1,668.56	3,070.00	54.35
ELECTRICITY	1,146.09	1,500.00	400.54	1,500.00	26.70
NATURAL GAS	797.32	900.00	538.85	900.00	59.87
TELEPHONE/INTERNET	2,844.56	-	1,675.74	1,436.00	167574.00
TOOLS & SUPPLIES	91.16	500.00	_	500.00	0.00
Operation and Maintenance	7,471.61	5,970.00	4,283.69	7,406.00	71.75
PROFESSIONAL SERVICES	6,025.50	12,870.00	4,871.71	12,870.00	37.85
Contractual Services	6,025.50	12,870.00	4,871.71	12,870.00	37.85
INSURANCE	2,798.21	2,780.00	-	2,780.00	0.00
Insurance	2,798.21	2,780.00	-	2,780.00	0.00
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	_	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	16,295.32	21,620.00	9,155.40	23,056.00	42.35

GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
PART-TIME WAGES	14,550.00	14,850.00	8,700.00	14,850.00	58.59%
FICA EXPENSE	1,113.43	1,140.00	665.77	1,140.00	58.40%
WORKER'S COMPENSATION	25.50	30.00	-	30.00	0.00%
Personnel	15,688.93	16,020.00	9,365.77	16,020.00	58.46%
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,887.48	1,080.00	737.12	1,080.00	68.25%
REPAIRS & MAINT - SOFTWARE	941.50	1,130.00	376.60	1,130.00	33.33%
ELECTRICITY	1,154.29	990.00	374.74	990.00	37.85%
TELEPHONE/INTERNET	1,979.10	960.00	1,054.90	960.00	109.89%
MOBILE COMMUNICATIONS	1,469.89	490.00	_	490.00	0.00%
TOOLS & SUPPLIES	227.84	220.00	25.00	220.00	11.36%
Operation and Maintenance	7,660.10	4,870.00	2,568.36	4,870.00	52.74%
COMMUNITY RELATIONS ALLOWANCE	_	_	_	_	
Contractual Services	-	-	-	-	
PROFESSIONAL SERVICES	1,864.54	6,700.00	151.97	6,700.00	2.27%
Insurance	1,864.54	6,700.00	151.97	6,700.00	2.27%
INSURANCE	1,767.71	2,080.00	_	2,080.00	0.00%
TRAINING & TRAVEL EXPENSE	970.88	2,630.00	20.00	2,630.00	0.76%
OFFICE SUPPLIES	510.72	1,000.00	417.96	1,000.00	41.80%
ADVERTISING	3,000.32	4,000.00	3,894.44	4,000.00	97.36%
MEMBERSHIPS & SUBSCRIPTIONS	1,260.00	2,710.00	3,074.44	2,710.00	0.00%
Office and Administrative	7,509.63	12,420.00	4,332.40	12,420.00	34.88%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	

MAL SHELTER					5/31/2021
GENERAL FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spen
Personnel	-	-	-	-	
REPAIRS & MAINT - BLDG	13.94	500.00	499.99	500.00	100.00
TOOLS & SUPPLIES	2,378.50	1,500.00	342.23	1,500.00	22.82
Operation and Maintenance	2,392.44	2,000.00	842.22	2,000.00	42.11
PROFESSIONAL SERVICES	6,420.63	6,000.00	2,021.73	6,000.00	33.70
Contractual Services	6,420.63	6,000.00	2,021.73	6,000.00	33.70
Insurance	-	-	-	-	
ADVERTISING	-	-	-	-	
Office and Administrative	-	-	-	-	
TRAINING & TRAVEL	500.00	1,000.00	-	1,000.00	0.00
Capital Improvement Projects	500.00	1,000.00	-	1,000.00	0.00
Other Expenses					
Cities Expenses					
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	

FY21 SPECIAL ALLOCATION FUND

5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
PROPERTY TAXES	-	20,000.00	14,311.50	20,000.00	71.56%
SALES AND USE TAXES	8,260.08	500,000.00	232,620.51	500,000.00	46.52%
	8,260.08	520,000.00	246,932.01	520,000.00	47.49%

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
ADMINISTRATION		520,000.00	-	517,000.00	0.00%
	-	520,000.00	-	517,000.00	0.00%

AL ALLOCATION FUND)				5/31/21
SPECIAL ALLOCATION FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
TIF PAYMENTS TO DEVELOPER	-	512,000.00	-	512,000.00	0.00
TIF PAYMENTS TO OTHER ENTITIES	-	5,000.00	-	5,000.00	0.00
Contractual Services	-	517,000.00	-	517,000.00	0.009
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS TO OTHER FUNDS	-	3,000.00	-	-	0.00
Transfers Out	-	3,000.00	-	-	0.009

520,000.00

517,000.00

0.00%

TOTAL SPECIAL ALLOCATION FUND

FY21 CAPITAL PROJECTS FUND

5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection
INTERGOVERNMENTAL REVENUES	-	266,000.00	208,228.15	272,250.00
DEBT ISSUED	-	-	-	-
TRANSFERS IN	-	-	-	-
PARK IMPROVEMENT REVENUE	-	7,000.00	6,250.00	-
	-	266,000.00	214,478.15	272,250.00

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
STR	EET 699,506.47	1,737,440.00	1,069,052.98	1,882,370.00	61.53%
	699,506.47	1,737,440.00	1,069,052.98	1,882,370.00	61.53%

CAPITAL PROJECTS FUND					5/31/21
CAPITAL PROJECTS FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
PROFESSIONAL SERVICES	102,833.74	-	35,733.92	130,620.00	3573392.009
Contractual Services	102,833.74	-	35,733.92	130,620.00	3573392.00%
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	596,672.73	1,737,440.00	1,033,319.06	1,751,750.00	59.479
PARK IMPROVEMENT EXPENSE	-	-	-	-	
Capital Improvement Projects	596,672.73	1,737,440.00	1,033,319.06	1,751,750.00	59.479
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	<u>-</u> -	<u>-</u>		<u> </u>	
Transfers Out	-	-	-	-	
TOTAL CAPITAL PROJECTS FUND	699,506.47	1,737,440.00	1,069,052.98	1,882,370.00	61.539

FY21 TRANSPORTATION SALES TAX FUND 5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
SALES AND USE TAXES	582,358.98	530,750.00	337,815.32	604,335.00	63.659
PROCEEDS FROM DEBT ISSUED		-	-	-	
TRANSFERS IN	-	-	-	-	
	582,358.98	530,750.00	337,815.32	604,335.00	63.659

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
STREET	175,690.18	1,055,820.00	198,816.12	1,034,225.00	18.83%
	175,690.18	1,055,820.00	198,816.12	1,034,225.00	18.83%

TRANSP. SALES TAX FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spen
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	-	1,000.00	-	1,000.00	0.00
REPAIRS & MAINTENANCE - EQUIP	13,937.23	10,000.00	11,312.17	10,405.00	113.129
REPAIRS & MAINTENANCE - STREET	89,860.21	660,000.00	59,259.75	655,000.00	8.98
CAPITAL EXPENDITURES - EQUP	10,500.00	45,960.00	-	28,960.00	0.00
SUPPLIES - STREET SIGNS	-	-	-	-	
FUEL	10,756.27	10,000.00	7,320.29	10,000.00	73.20
Operation and Maintenance	125,053.71	726,960.00	77,892.21	705,365.00	10.719
PROFESSIONAL SERVICES		268,000.00	79,698.50	268,000.00	29.74
Contractual Services	-	268,000.00	79,698.50	268,000.00	29.74
Insurance expense	-	-	_	-	
Insurance	-	-	-	-	
TOOLS & SUPPLIES	5,401.19	22,580.00	2,949.41	22,580.00	13.06
Office and Administrative	5,401.19	22,580.00	2,949.41	22,580.00	13.06
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE EXPENSE	37,566.25	32,010.00	32,010.00	32,010.00	100.00
Debt - Principal	37,566.25	32,010.00	32,010.00	32,010.00	100.00
INTEREST EXPENSE	7,669.03	6,270.00	6,266.00	6,270.00	99.94
Debt - Interest	7,669.03	6,270.00	6,266.00	6,270.00	99.94
Transfers Out					
mansiers out					
TOTAL TRANSP. SALES TAX FUND	175,690.18	1,055,820.00	198,816.12	1,034,225.00	18.83

FY21 CAPITAL IMPROVEMENT SALES TAX FUND 5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
SALES AND USE TAXES	579,720.69	530,750.00	342,771.07	615,250.00	64.58%
TRANSFERS IN	-	-	-	-	
	579,720.69	530,750.00	342,771.07	615,250.00	64.58%

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
STREET	556,280.00	752,250.00	423,893.00	798,910.00	56.35%
	556,280.00	752,250.00	423,893.00	798,910.00	56.35%

CAPITAL IMPROVEMENT SALES TAX FUND					
CAP. IMP. SALES TAX FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	410,060.00	81,703.00	242,630.00	19.92%
Capital Improvement Projects	-	410,060.00	81,703.00	242,630.00	19.92%
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	556,280.00	342,190.00	342,190.00	556,280.00	100.00%
Transfers Out	556,280.00	342,190.00	342,190.00	556,280.00	100.00%

556,280.00

752,250.00

423,893.00

798,910.00

56.35%

TOTAL CAP. IMP. SALES TAX FUND

FY21 DEBT SERVICE FUND

5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
PROPERTY TAXES	-	-	-	-	
TRANSFERS IN	556,280.00	342,190.00	342,190.00	342,190.00	100.00
	556,280.00	342,190.00	342,190.00	342,190.00	100.00

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
STREET	325,017.50	329,860.00	231,262.50	325,020.00	70.11%
	325,017.50	329,860.00	231,262.50	325,020.00	70.11%

DEBT SERVICE FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
Personnel	-	-	-	-	
Operation and Maintenance	-	-	-	-	
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE PAYMENTS	120,000.00	130,000.00	130,000.00	120,000.00	100.00%
Debt - Principal	120,000.00	130,000.00	130,000.00	120,000.00	100.00%
INTEREST	205,017.50	199,860.00	101,262.50	205,020.00	50.67%
Debt - Interest	205,017.50	199,860.00	101,262.50	205,020.00	50.67%
Transfers Out	-	-	-	-	
					70.11%
TOTAL DEBT SERVICE FUND	325,017.50	329,860.00	231,262.50	325,020.00	

FY21 WATER & WASTEWATER SYSTEMS FUND 5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection
LICENSES, FEES, AND PERMITS	-	-	=	-
CHARGES FOR SERVICES	4,107,090.29	4,385,180.00	2,465,875.98	4,641,339.00
IMPACT FEES	304,540.00	379,010.00	223,859.00	450,467.00
OTHER REVENUE	(41.66)	-	15,899.15	15,899.00
DEBT ISSUED	54,640.01	44,700.00	32,489.60	56,886.00
TRANSFERS IN	-	-	-	-
	4,466,228.64	4,808,890.00	2,738,123.73	5,164,591.00

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
UTILITIES	3,360,050.12	7,525,260.00	1,953,394.05	7,228,101.00	25.96%
	3,360,050.12	7,525,260.00	1,953,394.05	7,228,101.00	25.96%

10	1/04	
	1/21	

SALARIES & WAGES OVERTIME WAGES FICA EXPENSE EMPLOYEE BENEFITS WORKER'S COMPENSATION RETIREMENT EXPENSE UNIFORM EXPENSE PERSONNEL REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES REPAIRS & MAINT - SEWER LINES	736,653.87 17,236.26 55,906.64 71,261.54 28,622.29 65,601.54 5,920.52 981,202.66	740,470.00 18,000.00 58,030.00 86,680.00 32,490.00 69,780.00 8,400.00	449,052.17 8,233.62 33,763.40 43,288.70 - 42,070.25 5,749.32	751,166.00 18,000.00 56,115.00 68,501.00 32,490.00 64,623.00	60.64% 45.74% 58.18% 49.94% 0.00%
OVERTIME WAGES FICA EXPENSE EMPLOYEE BENEFITS WORKER'S COMPENSATION RETIREMENT EXPENSE UNIFORM EXPENSE PERSONNEL REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	17,236.26 55,906.64 71,261.54 28,622.29 65,601.54 5,920.52	18,000.00 58,030.00 86,680.00 32,490.00 69,780.00 8,400.00	8,233.62 33,763.40 43,288.70 - 42,070.25	18,000.00 56,115.00 68,501.00 32,490.00	45.74% 58.18% 49.94%
FICA EXPENSE EMPLOYEE BENEFITS WORKER'S COMPENSATION RETIREMENT EXPENSE UNIFORM EXPENSE PERSONNEL REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	55,906.64 71,261.54 28,622.29 65,601.54 5,920.52	58,030.00 86,680.00 32,490.00 69,780.00 8,400.00	33,763.40 43,288.70 - 42,070.25	56,115.00 68,501.00 32,490.00	58.18% 49.94%
EMPLOYEE BENEFITS WORKER'S COMPENSATION RETIREMENT EXPENSE UNIFORM EXPENSE Personnel REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	71,261.54 28,622.29 65,601.54 5,920.52	86,680.00 32,490.00 69,780.00 8,400.00	43,288.70 - 42,070.25	68,501.00 32,490.00	49.94%
RETIREMENT EXPENSE UNIFORM EXPENSE Personnel REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	28,622.29 65,601.54 5,920.52	32,490.00 69,780.00 8,400.00	42,070.25	32,490.00	
RETIREMENT EXPENSE UNIFORM EXPENSE Personnel REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	65,601.54 5,920.52	69,780.00 8,400.00			
UNIFORM EXPENSE Personnel REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	5,920.52	8,400.00			60.29%
Personnel REPAIRS & MAINTENANCE - EQUIP REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES				8,400.00	68.44%
REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES		1,010,000.00	582,157.46	999,295.00	57.42%
REPAIRS & MAINTENCE- VEHICLES REPAIRS & MAINT - WATER LINES	2 1 4 2 4 2	4 400 00	2 040 21	4,490.00	45.44%
REPAIRS & MAINT - WATER LINES	3,143.42	4,490.00	2,040.31		
	5,413.95	7,500.00	945.46	7,500.00	12.61%
	53,237.30	44,740.00	43,276.39	44,740.00	96.73% 34.81%
	70,869.95	85,000.00	29,590.35	85,000.00	
REPAIRS & MAINT - WATER PLANT	30,130.79	67,500.00	46,114.48	67,500.00	68.32%
REPAIRS & MAINT - WW PLANT	20,149.45	55,000.00	25,353.67	55,000.00	46.10%
REPAIRS & MAINT - SOFTWARE	11,766.64	17,870.00	6,121.13	17,870.00	34.25%
REPAIRS & MAINT - WATER TOWERS	70,634.81	112,150.00	57,870.14	112,150.00	51.60%
ELECTRICITY	238,703.49	292,910.00	126,194.44	292,910.00	43.08%
PROPANE	5,240.38	12,500.00	3,081.25	12,500.00	24.65%
TELEPHONE/INTERNET	15,537.72	12,680.00	8,434.33	12,680.00	66.52%
MOBILE COMMUNICATIONS	7,002.43	9,880.00	5,087.41	9,880.00	51.49%
CAPITAL EXPENDITURES - EQUIP	-	-	=	-	
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - SOFTWRE	-	100,000.00	-	100,000.00	0.00%
CAPITAL EXPENDITURES - HRDWRE	-	-	-	-	
CAPTIAL EXPENDITURES - TOWERS	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	(0.44)	-	-	-	
CAPITAL EXPENDITURES - WATER P	-	-	-	-	
CAPITAL EXPENDITURES - WW PLAN	-	-	-	-	
CAPITAL EXPENDITURES - LINES	-	_	_	-	
TOOLS & SUPPLIES	19,014.26	25,000.00	9,314.27	25,000.00	37.26%
SUPPLIES - CONNECTIONS	50,539.30	75,000.00	33,918.41	75,000.00	45.22%
SUPPLIES - LAB	23,499.19	20,000.00	14,144.23	20,000.00	70.72%
SUPPLIES - CHEMICALS	135,805.16	120,000.00	46,223.61	120,000.00	38.52%
SUPPLIES - WW CHEMICALS	13,133.78	13,500.00	6,766.81	13,500.00	50.12%
FUEL					
Operation and Maintenance	8,417.29 782,238.87	17,500.00 1,093,220.00	7,336.24 471,812.93	17,500.00 1,093,220.00	41.92% 43.16%
PROFESSIONAL SERVICES	254,384.92	377,740.00	304,701.89	377,740.00	80.66%
LEASE EXPENSE	28,187.51	344,380.00	61,552.74	344,380.00	17.87%
WASTEWATER TREATMENT SERVICE	98,726.67	129,240.00	67,916.75	129,240.00	52.55%
Contractual Services	381,299.10	851,360.00	434,171.38	851,360.00	51.00%
INSURANCE EXPENSE	61,135.37	61,220.00	-	61,220.00	0.00%
Insurance	61,135.37	61,220.00	-	61,220.00	0.00%
TRAINING & TRAVEL EXPENSE	2,139.60	3,000.00	2,598.66	3,000.00	86.62%
OFFICE SUPPLIES	3,567.35	4,500.00	1,922.11	4,500.00	42.71%
POSTAGE	1,601.92	1,500.00	805.18	1,500.00	53.68%
ADVERTISING	-	_	146.11	146.00	14611.00%
BANK CHARGES	5,565.00	2,000.00	(524.34)	2,000.00	-26.22%
MEMBERSHIPS & SUBSCRIPTIONS	45.00	380.00	_	380.00	0.00%
Office and Administrative	12,918.87	11,380.00	4,947.72	11,526.00	43.48%
CAPITAL IMPROVEMENT PROJECTS	(10,347.63)	2,986,000.00	30,511.00	2,716,000.00	1.02%
WATER IMPACT PROJECTS	(0.22)	1,000,000.00		1,000,000.00	12.42%
		1,000,000.00	124,210.94	1,000,000.00	12.42%
WASTEWATER IMPACT PROJECTS	(1.76)				
Capital Improvement Projects	(10,349.61)	3,986,000.00	154,721.94	3,716,000.00	3.88%
AMORTIZATION EXPENSE	-	-	-	-	
DEPRECIATION EXPENSE	661,097.00	-	-	-	
MISCELLANEOUS EXPENSE	13,320.00	-	-	-	
Other Expenses	674,417.00	-	-	-	
_					
Debt - Principal	-	-	-	-	
INTEREST EXPENSE	302,667.86	299,050.00	206,030.03	299,050.00	68.89%
INTEREST EXICENSE	302,667.86	299,050.00	206,030.03	299,050.00	68.89%
Debt - Interest					
	174,520.00	209,180.00	99,552.59	196,430.00	47.59%
Debt - Interest	174,520.00 174,520.00		99,552.59 99,552.59	196,430.00 196,430.00	47.59% 47.59%

FY21 SANITATION FUND

5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
CHARGES FOR SERVICES	831,293.48	890,550.00	504,922.43	877,615.00	56.70%
TRANSFERS IN	-	-	-	-	
	831,293.48	890,550.00	504,922.43	877,615.00	56.70%

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
ADMIN	813,356.26	885,710.00	505,967.04	868,409.00	57.13%
	813,356.26	885,710.00	505,967.04	868,409.00	57.13%

TATION FUND					5/31/21
SANITATION FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
Personnel	-	_	-	_	
COLID WACTE CEDVICES	002 200 02	072 500 00	405 000 /1	057 442 00	E/ //0
SOLID WASTE SERVICES recycling services	802,389.83	873,580.00	495,000.61	857,443.00	56.669
HOUSEHOLD HAZARDOUS WASTE	10,966.43	12,130.00	10,966.43	10,966.00	90.419
yard waste	10,700.43	12,130.00	10,700.43	10,700.00	70.41
advertising					
Operation and Maintenance	813,356.26	885,710.00	505,967.04	868,409.00	57.13%
Contractual Services	-	-	-	-	
Insurance	-	-	-	-	
Office and Administrative	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
yard waste					
Transfers Out	-	-	-	-	
TOTAL SANITATION FUND	813,356.26	885,710.00	505,967.04	868,409.00	57.139

FY21 PARK AND STORMWATER SALES TAX FUND 5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
PARK & STRMWTR SALES TAX	-	442,290.00	297,994.22	475,924.00	67.38%
	-	442,290.00	297,994.22	475,924.00	67.38%

F	UTILITIES	-	225.000.00	-	100,000.00	0.00%
Г	UTILITIES		100,000,00		100.000.00	0.00%
	PARKS & RECREATION	-	125,000.00	10,420.00	125,000.00	
E	EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	

FY21 VEHICLE AND EQUIPMENT REPLACE FUND 5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	İ
SALE OF PERSONAL PROPERTY	-	125,000.00	36,331.00	125,000.00	29.06%
TRANSFERS IN	-	40,000.00	40,000.00	125,000.00	100.00%
	-	165,000.00	76,331.00	250,000.00	ı

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
ADMINISTRATION	•	125,000.00	26,261.00	65,838.00	21.01%
	-	125,000.00	26,261.00	65,838.00	21.01%

FY21 CARES ACT STIMULUS FUND

5/31/21

REVENUES, BY SOURCE	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
INTERGOVERNMENTAL REVENUES	945,399.87	-	-	-	#DIV/0!
INTEREST INCOME	751.00				
	946,150.87	-	-	-	#DIV/0!

EXPENDITURES, BY DEPARTMENT	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	
ADMINISTRATION	357,892.29	550,000.00	348,946.13	587,507.58	63.44%
	357,892.29	550,000.00	348,946.13	587,507.58	63.44%

ES ACT STIMULUS FUND					5/31/21
CARES ACT STIMULUS FUND	FY20 Actual	FY21 Budget	FY21 YTD	FY21 Projection	Percent Spent
PART-TIME WAGES	8,164.36	500.00	471.89	471.89	94.38%
FICA EXPENSES	619.90	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,050.00	-	-	-	
REPAIRS & MAINTENANCE - SOFTWA	1,397.50	-	-	-	
CAPITAL EXPENDITURES - EQUIP	60,958.26	4,000.00	1,168.97	1,168.97	29.22%
Operation and Maintenance	72,190.02	4,500.00	1,640.86	1,640.86	36.46%
TOOLS & SUPPLIES	16,453.16	60,000.00	52,364.84	52,364.84	87.27%
PROFESSIONAL SERVICES	40,200.43	478,500.00	251,351.69	251,351.69	52.53%
Contractual Services	56,653.59	538,500.00	303,716.53	303,716.53	56.40%
Insurance	-	-	-	-	
LOCAL GRANTS	135,000.00	-	-	-	
OFFICE SUPPLIES	6,858.51	7,000.00	4,107.61	4,107.61	58.68%
Office and Administrative	141,858.51	7,000.00	4,107.61	4,107.61	58.68%
SUBSCRIPTIONS	119.92	-	-	-	
CAPITAL PROJECTS	87,070.25	-	39,481.13	39,481.13	3948113%
Capital Improvement Projects	87,190.17	-	39,481.13	39,481.13	3948113%
Other Expenses					
Cilion Expenses					
Debt - Principal	-	-	-	-	
Debt - Interest					

Transfers Out

357,892.29

550,000.00

348,946.13

348,946.13

63.44%

TOTAL CARES ACT STIMULUS FUND



City Administrator's Report

June 10, 2021

Splashpad is Open!

The Splashpad located adjacent to Clay Creek officially opened Thursday, July 1. It has been a hit and many children (of all ages) have already enjoyed it. Staff continues to work on a permanent walkway from the shared parking lot. Staff is also working with the developer to accomplish a parking lot and shelter/restroom for the park. As noted in the Parks and Recreation Master Plan, the 2021 CIP includes addition of a playground, fencing and walkways within the park.





Improved Newsletter Format

A continued goal of the Governing Body is improved communications with citizens. Staff has worked to revise and expand the newsletter provided as an insert to water bills. The document will now be four pages and include more information. The newsletter will also be provided as an e-newsletter posted on the website and social media. The new format will be included in August water bills.

American Recovery Plan Act

Staff has previously indicated that we expect to receive between \$1.9 million and \$2.2 million in funds from this most recent legislation. We continue to be in contact with representatives at the state level and are communicating with other Clay County cities regarding timing of distribution of those funds by the state. Monitoring will continue and staff will advise the Board as soon as we have additional information.

Transportation Master Plan

Work continues on the Transportation Master Plan. The steering committee met in June and discussed what they wanted in a Complete Streets Policy. A "Pop UP" event was held at the Price Chopper to obtain public input. we spoke to and handed out information to approximately 250 shoppers. A link to a community survey can be found on the City's main web site as well as the Public Works page. Everyone is encouraged to comment and weigh in on what they would like to see in the future of the City's Transportation System at https://smithvillemo.org/newsview.aspx?nid=6148









Streetscape Phase II

Construction continues on this project, with completion scheduled for late September.







Main Street Trail

The project is now complete with installation of solar benches. The final project cost is \$1,431,184, with state grant funding totaling \$291,103.







America's Water Infrastructure Act (AWIA)

The City has completed the Risk and Resilience Assessment for the municipal water system and submitted certification of such to the EPA. This document evaluated the City's water infrastructure for threats. Staff and HDR evaluated 274 assets and threats identifying the top 7 and improvements needed based on cost to benefit analysis. The City had a 72.86 URI (Utility Resilience Index). The standard URI is 62.14.

MARC Grant Applications

Staff has completed two new grant applications to MARC for funding: Riverwalk and a roundabout at the intersection of First Street/Hilltop and Bridge Street.

Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA)

Title IV of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), enacted on December 27, 2020, appropriated \$10,000,000,000 to provide funding to address COVID-19 impacts related to transportation programs.

The Kansas City Region will receive approx. \$8.4 million which will be distributed and administered through MARC. These funds will be able to be used for maintenance work. The recommendation for allocating the funds through the MARC participating communities is based on population. This will provide Smithville approximately \$62,000 in FY 2023.

Sidewalk Program

The street division has started replacing sidewalks in poor condition under the Sidewalk Improvement Program. Residents pay for the concrete costs and the city provides labor to make the improvements.



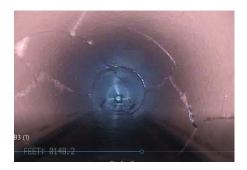




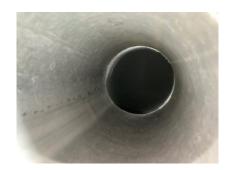


Insituform – Cured in Place Pipe

This maintenance project is complete, lining approximately 3,800 feet of sewer main and 50 vertical feet of manhole.









Board of Alderman Request for Action

MEETING DATE: 7/19/2021 **DEPARTMENT**: Administration/Finance

AGENDA ITEM: Approve Bill No. 2908-21, FY21 Budget Amendment No. 6

RECOMMENDED ACTION:

A motion to approve Bill No. 2906-21, FY21 Budget Amendment No. 6.

SUMMARY:

The City of Smithville received \$945,400 in CARES funding in 2020. Staff recommend transferring the remaining CARES funds available (about \$240,000 in FY21) from the CARES Fund to the General Fund to reimburse the General Fund for Police Department salaries. Staff are also proposing a budget amendment to provide an additional \$150,000 in expenditure authority in the General Fund. In addition, the CARES Fund has expenditure authority of \$550,000 in FY21. A transfer of \$240,000 from the CARES Fund to the General Fund will result in total expenditures of \$588,259 in FY21. Therefore, a budget amendment to provide an additional \$40,000 in expenditure authority is required.

The budget amendment would allow for the completion of a police facility needs assessment study in FY21, which has an estimated cost of \$75,000. The police facility needs assessment study would provide staff with cost estimates to assist in future planning for a potential new police station. The study would include schematic design of a facility which would be used to develop the cost estimates.

In addition, the budget amendment would allow for the development of a plan for the staffing and the funding of ongoing operations of the Main Street program, which also has an estimated cost of \$75,000. It is anticipated that seed money could jump start that process and an agreement could be development for a phase out of city funding over the course of seven to ten years.

Finally, this budget amendment will provide the General Fund with the remaining \$75,000 which can allow for the completion of phase II and phase III of the Smith's Fork campground electrical upgrades, which has an estimated cost of \$75,000. The plan would be to complete the upgrades at the end of the 2021 camping season, and therefore, the cost is planned for the FY22 CIP and not included in the expenditure authority for FY21. Combining both phases will result in project savings and will allow for completion of all upgrades 1 year earlier than if the phases were completed on a separate basis.

PREVIOUS ACTION:

POLICY ISSUE:	
FINANCIAL CONSIDERATIONS: Amend the FY21 Budget	
ATTACHMENTS:	
	□ Contract
☐ Resolution	☐ Plans
☐ Staff Report	☐ Minutes
☐ Other:	

AN ORDINANCE AMENDING THE FY21 OPERATING BUDGET TO ADD \$190,000 TO THE EXPENDITURE BUDGET AND \$240,000 TO THE REVENUE BUDGET

WHEREAS, pursuant to Ordinance 3074-20, passed on October 20, 2020, the City approved the fiscal year ending October 31, 2021 Budget; and

WHEREAS, not included in the approved fiscal year 2021 Budget are expenditures to complete various projects initiated in FY20 but not yet complete; and

WHEREAS, the Board of Alderman has directed staff to utilize remaining CAREs Funds and complete additional CIP projects in the FY21 Budget; and

WHEREAS, amendments to the General Fund and CAREs Fund are required at this time.

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

THAT the fiscal year ending October 31, 2021 Budget is hereby amended to add:

- \$150,000 in expenditures in the General Fund
- \$240,000 in revenues to the General Fund
- \$40,000 in expenditures to the CAREs Fund

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of July 2021.

Damien Boley, Ma	ayor	
ATTEST:		
Linda Drummond	, City Clerk	
First Reading:	6/15/2021	
Second Reading:	7/19/2021	



Board of Alderman Request for Action

MEETING DATE: 7/19/2021 DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 2909-21 an ordinance authorizing the Mayor to sign an

agreement with MODOT

RECOMMENDED ACTION:

Bill No. 2909-21 an ordinance authorizing the Mayor to sign an agreement with MODOT

SUMMARY:

The City received two grants from MARC (Mid-America Regional Council):

- Bridge Street Streetscape improvements from Church Street to First Street
- Commercial Pedestrian Project 6 foot sidewalk from the high school to Meadow Street

These projects are funded 80% through MODOT and the Transportation Alternatives Funds Program.

The Bridge Street Project is scheduled for construction in FY 2023. The agreement with MODOT provides the City with \$488,400.

PREVIOUS ACTION:

Included in the 2022/2023 Capital Improvement Plan

POLICY ISSUE:

Continued service, infrastructure maintenance

FINANCIAL CONSIDERATIONS:

☐ Other:

This agreement sets up the funding authority with MODOT for 80% of construction related costs

ATTACHMENTS:	
□ Resolution	☐ Plans
☐ Staff Report	☐ Minutes

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO BRIDGE STREET FROM CHURCH STREET TO FIRST STREET INCLUDING INFRASTRUCTRE IMPROVEMENTS ENCOURAGING SAFER ROUTES FOR NON MOTORIZED USERS AND IMPROVING THE PEDESTRIAN ENVIRONMENT.

WHEREAS, the City received funding from the Transportation Alternatives Funds Program for streetscape improvements on Bridge Street from Church Street to First Street; and

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

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

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for public improvements to be completed on Bridge St from Church Street to First Street, in the City of Smithville.

Section 2. This ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS DAY OF AUGUST, 2021
Damien Boley, Mayor
ATTEST:
Linda Drummond, City Clerk

07/19/2021

/ /2021

First Reading:

Second Reading:

CCO Form: FS25

Approved: 04/95 (MGB) Revised: 03/17 (MWH)

Modified:

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP - 3302(434)

Award Year: 2022

Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Smithville (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) <u>PURPOSE</u>: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.
- (2) <u>LOCATION</u>: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Construction of infrastructure-related projects and systems that will provide safer routes for non-drivers on Bridge Street from Church Street to First Street.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) <u>REASONABLE PROGRESS POLICY</u>: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting

reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

- (A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.
- (B) The City will require any contractor procured by the City to work under this Agreement:
- 1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and
- 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- (C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (5) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.
- (6) <u>COMMISSION REPRESENTATIVE</u>: The Commission's Kansas City's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

- (7) <u>NONDISCRIMINATION ASSURANCE</u>: With regard to work under this Agreement, the City agrees as follows:
- (A) <u>Civil Rights Statutes</u>: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
- (B) <u>Administrative Rules</u>: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.
- (C) <u>Nondiscrimination</u>: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.
- (D) <u>Solicitations for Subcontracts, Including Procurements of Material and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- (E) <u>Information and Reports</u>: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
 - (F) <u>Sanctions for Noncompliance</u>: In the event the City fails to comply

with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

- 1. Withholding of payments under this Agreement until the City complies; and/or
- 2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- (G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.
- (8) <u>ASSIGNMENT</u>: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (9) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (10) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.
- (11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.
- (12) <u>FEDERAL-AID PROVISIONS</u>: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City"is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

- (13) <u>ACQUISITION OF RIGHT OF WAY</u>: No acquisition of additional right of way is anticipated in connection with Project TAP-3302-434 or contemplated by this Agreement.
- MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.
- (15) <u>PLANS</u>: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.
- (16) <u>REIMBURSEMENT</u>: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:
- (A) (Option 1) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$488,400.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by

dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

- (17) <u>PROGRESS PAYMENTS</u>: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.
- (18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.
- (19) <u>PERMITS</u>: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.
- (20) <u>INSPECTION OF IMPROVEMENTS AND RECORDS:</u> The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.
- (21) <u>CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES</u>: A person may offer to donate funds, materials or services in connection with this project.

Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

- (22) <u>DISADVANTAGED BUSINESS ENTERPRISES (DBE)</u>: The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.
- (23) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (24) <u>NOTICE TO BIDDERS</u>: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.
- (25) <u>FINAL AUDIT</u>: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.
- (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.
- (27) <u>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006</u>: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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witten below.		
Executed by the City on		(DATE).
Executed by the Commission on		(DATE).
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY	
	Ву	
Title	Title	
ATTEST:	ATTEST:	
Secretary to the Commission	By	
Approved as to Form:	Approved as to Form:	
Commission Counsel	Title	
	Ordinance No	

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last

^{*}If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.

Exhibit A - Location of Project



Exhibit B - Project Schedule

Project Description: TAP-3302(434) - Construction of infrastructure-related projects and systems that will provide safer routes for non-drivers on Bridge Street from Church Street to First Street.

Task	Date
Date funding is made available or allocated to recipient	10/1/2022
Solicitation for Professional Engineering Services (advertised)	N/A
Engineering Services Contract Approved	N/A
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal	N/A
(if Applicable)	
Plans, Specifications & Estimate (PS&E) Submittal	2/1/2023
Plans, Specifications & Estimate (PS&E) Approval	4/1/2023
Advertisement for Letting	5/1/2023
Bid Opening	6/1/2023
Construction Contract Award or Planning Study completed	7/1/2023
(REQUIRED)	

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



☐ Other:

Board of Alderman Request for Action

MEETING DATE: 7/19/2021 **DEPARTMENT:** Police Department **AGENDA ITEM:** Bill #2910-21, an ordinance repealing ordinance section 110.260 of the City Ordiannees and adopting a new section 110.260 of the City Ordinances regarding court costs. **RECOMMENDED ACTION:** Staff recommends approval of Bill #2910-21. **SUMMARY:** The City's legal counsel has reviewed section 110.260 of the Municipal Code of Ordinances, and recommened some changes. These changes include: 1. The addition of a \$7.00 Court Automation fee. 2. Increasing the Municipal Court fee from \$12.00 to \$15.00 for any municipal ordinance violation filed before an associate circuit judge. 3. The removal of the \$3.00 Sheriff's Retirement Fund fee, which was struck down by the Missouri Supreme Court. PREVIOUS ACTION: From time to time this section is updated to reflect changes in legislation and associated costs. **POLICY ISSUE:** N/A FINANCIAL CONSIDERATIONS: N/A **ATTACHMENTS:** ☐ Contract ☐ Resolution ☐ Plans ☐ Staff Report ☐ Minutes



☐ Other:

Board of Alderman Request for Action

MEETING DATE: 7/19/2021 **DEPARTMENT:** Police Department **AGENDA ITEM:** Bill #2910-21, an ordinance repealing ordinance section 110.260 of the City Ordiannees and adopting a new section 110.260 of the City Ordinances regarding court costs. **RECOMMENDED ACTION:** Staff recommends approval of Bill #2910-21. **SUMMARY:** The City's legal counsel has reviewed section 110.260 of the Municipal Code of Ordinances, and recommened some changes. These changes include: 1. The addition of a \$7.00 Court Automation fee. 2. Increasing the Municipal Court fee from \$12.00 to \$15.00 for any municipal ordinance violation filed before an associate circuit judge. 3. The removal of the \$3.00 Sheriff's Retirement Fund fee, which was struck down by the Missouri Supreme Court. PREVIOUS ACTION: From time to time this section is updated to reflect changes in legislation and associated costs. **POLICY ISSUE:** N/A FINANCIAL CONSIDERATIONS: N/A **ATTACHMENTS:** ☐ Contract ☐ Resolution ☐ Plans ☐ Staff Report ☐ Minutes

ORDINANCE REPEALING ORDINANCE SECTION 110.260 OF THE CITY ORDINANCES AND ADOPTING A NEW SECTION 110.260 OF THE CITY ORDINANCES REGARDING COURT COSTS

WHEREAS, Section 110.260 Board of Aldermen currently reads as set forth in Exhibit 1 hereto; and

WHEREAS, with the Court Automation program court costs must include a Court Automation fee of seven dollars (\$7); and

WHEREAS, the Court costs for cases originating before an Associate Circuit Court Judge (as they currently are) is to be fifteen dollars (\$15), rather than twelve dollars (\$12); and

WHEREAS, currently, Section 110.260 includes three dollars (\$3.00) for the Sheriff's Retirement Fund, based upon Section 57.955, RSMo, which was struck down by the Missouri Supreme Court in *Fowler v. Missouri Sheriff's Retirement Fund* in June of 2021, and is therefore no longer effective; and

WHEREAS, the Mayor and Board of Alderman wish to remove the Sheriff's fund fee reference and add the Court Automation fee to the Ordinance as follows:

Section 110.260 Court Costs.

Α.

In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed as costs in all cases, the following:

- 1. Pursuant to Sections 479.260 and 488.012.3.6, RSMo., Court costs shall include a Municipal Court fee of twelve dollars (\$12.00) per case <u>or</u> \$15 for municipal ordinance violations filed before an associate circuit judge.
- **2.** Pursuant to Section 488.5336, RSMo., Court costs shall include three dollars (\$3.00) for the Peace Officers' Training Fund, except in those cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that one dollar (\$1.00) of the three dollars (\$3.00) collected for the Peace Officers' Training Fund shall be sent to the State Treasury to the credit of the Peace Officer Standards and Training Commission Fund, and the remaining two dollars (\$2.00) shall be paid into the City of Smithville Law Enforcement Training Fund.
- **3.** Pursuant to Section 479.261, RSMo., Court costs shall include two dollars (\$2.00) for Synergy House, a shelter for victims of domestic

violence, except in those cases where the defendant is found by the Judge to be indigent anal unable to pay the costs.

4. Pursuant to 488.012, RSMo., Court costs shall include seven dollars for the statewide court automation fund.

Pursuant to Section 57.955, RSMo., Court costs shall include three dollars (\$3.00) for the Sheriffs' Retirement Fund.

- **5.** Pursuant to Section 595.045, RSMo., a surcharge of seven dollars and fifty cents (\$7.50) for the Crime Victims' Compensation Fund shall be assessed as Court costs against any municipal ordinance violation, traffic law, non-moving traffic law and infraction, except that no such surcharge shall be collected in any case when the proceeding or the defendant has been dismissed by the Court or in cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that seven dollars and thirteen cents (\$7.13) shall be remitted to the State Department of Revenue and thirty-seven cents (\$0.37) shall be remitted to the City Treasurer.
- **6.** Pursuant to Section 304.027, RSMo., any person convicted of an intoxication-related offense, as provided in Section 577.023, RSMo., shall have a judgment of twenty-five dollars (\$25.00) assessed; further provided, that collection by the Court shall be paid to the State Department of Revenue to the credit of the Spinal Cord Injury Fund.
- **7.** Other costs, such as service costs, witness fees, and jail costs in addition to the costs provided in Subsection **(A)(1)** through **(5)**.
- **8.** Upon a plea of guilty, finding of guilt or conviction for violation of the provisions of Title III (alcohol- or drug-related traffic offenses), the Court shall, in addition to imposition of any penalties provided by law, order the person to reimburse the City of Smithville for the costs associated with such arrest.
- a. Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical tests to determine the alcohol or drug content of the person's blood, and the cost of processing, charging, booking and holding such person in custody.
- b. The Chief of Police may establish a schedule of such costs for submission to the Court; however, the Court may order the costs reduced if it determines that the schedule of costs is excessive given the circumstances of the case or for good cause shown.

- c. This fund shall be calculated as additional costs by the Municipal Court and shall be collected by the Court in the same manner as other costs and fees are collected and remitted to the City Treasurer.
- d. The City Treasurer shall retain fees in a separate fund known as the "DWI/Drug Enforcement Fund." Monies within the DWI/Drug Enforcement Fund shall be appropriated by the Board of Aldermen from such fund in amounts equal to those costs so incurred and shall be specifically used to enhance and support the enforcement and prosecution of alcohol- and drug-related traffic laws within the City of Smithville.

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

Effective Immediately Smithville City Ordinance Section 110.260 Board of Aldermen is repealed, and a new Section 110.260 Board of Aldermen is adopted which shall read as follow:

Section 110.260 Court Costs.

<u>A.</u>

In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed as costs in all cases, the following:

- **1.** Pursuant to Sections 479.260 and 488.012.3.6, RSMo., Court costs shall include a Municipal Court fee of twelve dollars (\$12.00) per case or \$15 for municipal ordinance violations filed before an associate circuit judge.
- **2.** Pursuant to Section 488.5336, RSMo., Court costs shall include three dollars (\$3.00) for the Peace Officers' Training Fund, except in those cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that one dollar (\$1.00) of the three dollars (\$3.00) collected for the Peace Officers' Training Fund shall be sent to the State Treasury to the credit of the Peace Officer Standards and Training Commission Fund, and the remaining two dollars (\$2.00) shall be paid into the City of Smithville Law Enforcement Training Fund.
- **3.** Pursuant to Section 479.261, RSMo., Court costs shall include two dollars (\$2.00) for Synergy House, a shelter for victims of domestic violence, except in those cases where the defendant is found by the Judge to be indigent anal unable to pay the costs.
- **4**. Pursuant to 488.012, RSMo., Court costs shall include seven dollars for the statewide court automation fund.

- **5.** Pursuant to Section 595.045, RSMo., a surcharge of seven dollars and fifty cents (\$7.50) for the Crime Victims' Compensation Fund shall be assessed as Court costs against any municipal ordinance violation, traffic law, non-moving traffic law and infraction, except that no such surcharge shall be collected in any case when the proceeding or the defendant has been dismissed by the Court or in cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that seven dollars and thirteen cents (\$7.13) shall be remitted to the State Department of Revenue and thirty-seven cents (\$0.37) shall be remitted to the City Treasurer.
- **6.** Pursuant to Section 304.027, RSMo., any person convicted of an intoxication-related offense, as provided in Section 577.023, RSMo., shall have a judgment of twenty-five dollars (\$25.00) assessed; further provided, that collection by the Court shall be paid to the State Department of Revenue to the credit of the Spinal Cord Injury Fund.
- **7.** Other costs, such as service costs, witness fees, and jail costs in addition to the costs provided in Subsection **(A)(1)** through **(5)**.
- **8.** Upon a plea of guilty, finding of guilt or conviction for violation of the provisions of Title III (alcohol- or drug-related traffic offenses), the Court shall, in addition to imposition of any penalties provided by law, order the person to reimburse the City of Smithville for the costs associated with such arrest.
- a. Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical tests to determine the alcohol or drug content of the person's blood, and the cost of processing, charging, booking and holding such person in custody.
- b. The Chief of Police may establish a schedule of such costs for submission to the Court; however, the Court may order the costs reduced if it determines that the schedule of costs is excessive given the circumstances of the case or for good cause shown.
- c. This fund shall be calculated as additional costs by the Municipal Court and shall be collected by the Court in the same manner as other costs and fees are collected and remitted to the City Treasurer.
- d. The City Treasurer shall retain fees in a separate fund known as the "DWI/Drug Enforcement Fund." Monies within the DWI/Drug Enforcement Fund shall be appropriated by the Board of Aldermen from such fund in amounts equal to those costs so incurred and shall be specifically used to enhance and support the enforcement and

PASSED THIS DAY OF	2021.		
ATTEST:		DAMIEN BOLEY, MAYOR	
CITY CLERK			

Smithville.

1st reading 7/19/2021

2nd reading __/__/2021

prosecution of alcohol- and drug-related traffic laws within the City of

Section 110.260Court Costs.

[R.O. 1991 § 110.260; Ord. No. 1114 § 1, 8-9-1988; Ord. No. 1713 § 1, 12-17-1996; Ord. No. 2029-01 § 1, 9-18-2001; Ord. No. 2875-13 § 1, 8-20-2013]

Α.

In addition to any fine that may be imposed by the Municipal Judge, there shall be assessed as costs in all cases, the following:

<u>1.</u>

Pursuant to Sections 479.260 and 488.012.3.6, RSMo., Court costs shall include a Municipal Court fee of twelve dollars (\$12.00) per case.

<u>2.</u>

Pursuant to Section 488.5336, RSMo., Court costs shall include three dollars (\$3.00) for the Peace Officers' Training Fund, except in those cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that one dollar (\$1.00) of the three dollars (\$3.00) collected for the Peace Officers' Training Fund shall be sent to the State Treasury to the credit of the Peace Officer Standards and Training Commission Fund, and the remaining two dollars (\$2.00) shall be paid into the City of Smithville Law Enforcement Training Fund.

<u>3.</u>

Pursuant to Section 479.261, RSMo., Court costs shall include two dollars (\$2.00) for Synergy House, a shelter for victims of domestic violence, except in those cases where the defendant is found by the Judge to be indigent anal unable to pay the costs.

4.

Pursuant to Section 57.955, RSMo., Court costs shall include three dollars (\$3.00) for the Sheriffs' Retirement Fund.

<u>5.</u>

Pursuant to Section 595.045, RSMo., a surcharge of seven dollars and fifty cents (\$7.50) for the Crime Victims' Compensation Fund shall be assessed as Court costs against any municipal ordinance violation, traffic law, non-moving traffic law and infraction, except that no such surcharge shall be collected in any case when the proceeding or the defendant has been dismissed by the Court or in cases where the defendant is found by the Judge to be indigent and unable to pay the costs; provided, further, that seven dollars and thirteen cents (\$7.13) shall be remitted to the State Department of Revenue and thirty-seven cents (\$0.37) shall be remitted to the City Treasurer.

<u>6.</u>

Pursuant to Section 304.027, RSMo., any person convicted of an intoxication-related offense, as provided in Section 577.023, RSMo., shall have a judgment of twenty-five dollars (\$25.00) assessed; further provided, that collection by the Court shall be paid to the State Department of Revenue to the credit of the Spinal Cord Injury Fund.

Other costs, such as service costs, witness fees, and jail costs in addition to the costs provided in Subsection (A)(1) through (5).

8.

Upon a plea of guilty, finding of guilt or conviction for violation of the provisions of Title III (alcohol- or drug-related traffic offenses), the Court shall, in addition to imposition of any penalties provided by law, order the person to reimburse the City of Smithville for the costs associated with such arrest.

<u>a.</u>

Such costs shall include the reasonable cost of making the arrest, including the cost of any chemical tests to determine the alcohol or drug content of the person's blood, and the cost of processing, charging, booking and holding such person in custody.

<u>b.</u>

The Chief of Police may establish a schedule of such costs for submission to the Court; however, the Court may order the costs reduced if it determines that the schedule of costs is excessive given the circumstances of the case or for good cause shown.

<u>c.</u>

This fund shall be calculated as additional costs by the Municipal Court and shall be collected by the Court in the same manner as other costs and fees are collected and remitted to the City Treasurer.

<u>d.</u>

The City Treasurer shall retain fees in a separate fund known as the "DWI/Drug Enforcement Fund." Monies within the DWI/Drug Enforcement Fund shall be appropriated by the Board of Aldermen from such fund in amounts equal to those costs so incurred and shall be specifically used to enhance and support the enforcement and prosecution of alcohol- and drug-related traffic laws within the City of Smithville.



Board of Alderman Request for Action

MEETING DATE : 7/19/2021	DEPARTMENT: Administration/Finance
AGENDA ITEM: Approve Bill No. 29	11-21, FY21 Budget Amendment No. 7
RECOMMENDED ACTION: A motion to approve Bill No. 2911-21,	FY21 Budget Amendment No. 7.
SUMMARY:	
transition to a fully encrypted dispatchinger. To accommodate this transition, Department budget in the General Fuses, 988.20). Therefore, staff is proposed in the General Fund to pay for The Development Department is work and eliminate duplicate data entry work a module in INCODE (at an expectannual recurring cost of \$3,183 due not the standard entry work and eliminate duplicate data.	f report, a need to replace existing radios due to a ing system is necessary by the of the 2021 calenda additional budget authority is needed in the Police and to purchase the radios (at an expected cost of osing to add \$86,000 to the FY2021 expenditure new Smithville Police Department radios. Sing to bring greater efficiency to code enforcementary. This can be accomplished through the additioned 1-time cost of \$3,640 due now and an ongoing ow and in the future). Therefore, staff is proposing diget in the General Fund to pay for the costs of a CODE.
PREVIOUS ACTION:	
POLICY ISSUE:	
FINANCIAL CONSIDERATIONS: Amend the FY21 Budget.	
ATTACHMENTS: ☑ Ordinance □ Resolution ☑ Staff Report	□ Contract□ Plans□ Minutes
☐ Other:	



STAFF

REPORT

Date:	07/01/2021
То:	Cynthia Wagner, City Administrator
Prepared By:	Jason Lockridge, Chief of Police
Subject:	Police Radios

Earlier this month, the Department received communication from the Platte County Sheriff's Department regarding the existing radio system and planned changes at the County which will affect interoperability.

The Kansas City Police Department, Riverside Police Department and the Platte County Sheriff's Department intend to transition to a fully encrypted dispatch system by the end of this calendar year. The Clay County Sheriff's Department has made their intentions to do the same known in a recent meeting as well.

In order to continue using Platte County Sheriff's Department as our dispatch center, this transition will require all Smithville Police Department radios to have Advanced Encryption Standards (AES) installed.

Following receipt of this information, staff inventoried our current radios to determine adjustments necessary.

Type of Radio	Required	Encryption Capable	Able to Reprogram
Mobile/Base Units	9	3	0
Portable Units	24	6	3

The radios listed as encryption capable can have the encryption key installed and be ready to go with minimal work. The 3 portables listed as 'able to reprogram' can be reprogramed to allow encryption.

This leaves us in need of 5 mobile (car) radios, 15 portable radios, and 1 base radio. The costs are outlined below. A quote has been obtained using the MARC cooperative radio bid, and the costs are outlined below.

	Qty	Per Unit	Total
Mobile/Charger/Microphone	15	\$ 4,144.80	\$ 62,172.00
Vehicle Chargers	3	\$ 283.20	\$ 849.60
Mobile	5	\$ 3,228.30	\$ 16,141.50
Base Mobile	1	\$ 3,185.10	\$ 3,185.10
Equipment Costs			\$ 82,348.20
Installations			\$ 2,140.00
reprogram existing mobile	3	\$ 500.00	\$ 1,500.00
			\$ 85,988.20

In order to purchase, install and encrypt all radios by implementation of the new system at year's end, staff recommends consideration of purchase as soon as possible.

The FY2022 police department budget includes \$15,000 to continue radio replacement initiated in FY2020. FY2022 funds would not be required if purchase occurred earlier. It is recommended that the FY2021 budget be amended to allow purchase of the radios this summer. As outlined above, total replacement is \$86,000. As discussed with the Board earlier this summer, approximately \$25,000 in funds transferred from the CARES Fund are available in the general fund balance and staff suggests earmarking those funds for this purchase.

Our intention it to bring a budget amendment to the Board on July 19 for first reading, and August 3 for second reading. We will also present an RFA to purchase these radios on August 3. This timeline should leave us enough time to purchase, program and deploy these radios before December 31, 2021.

AN ORDINANCE AMENDING THE FY21 OPERATING BUDGET TO ADD \$93,000 TO THE EXPENDITURE BUDGET

WHEREAS, pursuant to Ordinance 3074-20, passed on October 20, 2020, the City approved the fiscal year ending October 31, 2021 Budget; and

WHEREAS, not included in the approved fiscal year 2021 Budget are expenditures to complete various projects initiated in FY20 but not yet complete; and

WHEREAS, the Board of Alderman has directed staff

WHEREAS, amendments to the General Fund are required at this time.

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

THAT the fiscal year ending October 31, 2021 Budget is hereby amended to add:

• \$93,000 in expenditures in the General Fund

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of July 2021.

Damien Boley, Ma	ayor
ATTEST:	
Linda Drummond	, City Clerk
First Reading:	7/19/2021
Second Reading	/ /2021



Board of Alderman Request for Action

MEETING DATE: 7/19/2021 DEPARTMENT: Public Works

AGENDA ITEM: Resolution 937, Residential Solid Waste Collection Services Contract

RECOMMENDED ACTION:

Motion to approve Resolution 937, authorizing the mayor to sign an agreement with WCA/GFL for residential solid waste collection services.

SUMMARY:

In 2016, the City solicited proposals for residential solid waste collection (attached). WCA was awarded the contract beginning in 2017 and ending March 31, 2022. The contract is also attached. (WCA has been acquired by another firm and is now WCA/GFL.) WCA/GFL provides solid waste collection services consisting of:

- Weekly collection of MSW (municipal solid waste)
- Weekly collection of recyclable materials
- Compostable material collection which is provided weekly and seasonally
- Bulky item pickup two times per year

The City has 3,621 residential solid waste accounts. The current cost the City pays to WCA/GF: is \$19.51 per household (we collect \$19.90 per household, the additional cost covers city participation in the household hazardous waste program through MARC).

The new contract includes:

- Extends the current contract for a term beginning November 1, 2021 and ending October 31, 2026.
- The first-year rate would be to \$17.98 per month with a 15% discount for city-approved seniors (current cost is 19.51).
- Contract would allow for annual increases not to exceed the Consumer Price Index for all Urban Consumers (CPI-U) Garbage and Trash Collection.
- Maintain current service levels and limits (trash, recycling, yard waste).
- WCA will provide trash overage stickers.
- Utilize existing trash and recycling carts, and replace carts as needed.
- To incentivize recycling, the monthly price for an extra trash cart would be \$10.
- Continue the twice-yearly bulky item collection program.
- Establish a downtown cardboard recycling program at no cost to the City.
- Sponsor an annual paper shredding and e-waste recycling event at no cost to the City (fees for certain Items dropped off).

- Deliver mid-year and year-end reports on local solid waste issues.
- Include auto-renewal contract language that provides non-renewal opportunities (with notice).
- Apply decals to recycling carts that detail acceptable and unacceptable material.

Staff will develop a policy for eligibility for the senior discount.

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Board discussion on 1/20/2021 and 4/5/2021

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

The City collects a monthly rate/fee from each property and pays WCA/GFL based on the number of residential accounts served.

ATTACHMENTS:				
□ Ordinance				
□ Resolution	☐ Plans			
☐ Staff Report	☐ Minutes			
☐ Other:				

RESOLUTION 937

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WCA/GFL WASTE CORPORATION OF MISSOURI, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

WHEREAS, the city contracted for residential solid waste collection services with WCA in 2017; and

WHEREAS, the contract with WCA expires in 2022; and

WHEREAS, the City and WCA/GFL have negotiated a new contract.

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

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH WCA/GFL WASTE CORPORATION OF MISSOURI, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 19th day of July, 2021.

Damien Boley, Mayor	
ATTEST:	
 Linda Drummond City Clerk	

CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT entered into this 19th any of July, 2021 by and between the City of Smithville Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, WCA Waste Corporation of Missouri, LLC, a Delaware Limited Liability Company authorized to do business in Missouri (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City awarded a Contract for Residential Solid waste Collection Services to Contractor for a term commencing January 1, 2017 and ending March 31, 2022; and

WHEREAS, the City and Contractor have agreed to terms of a revised and extended solid waste collection contract;

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

- 1. <u>CONTRACT DOCUMENTS</u>: The Contract between the parties shall consist of this Contract and Exhibit A, The Parties further agree that this Contract is a memorialization and a supplement to Exhibit A, attached hereto. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:
 - a) Exhibit A; and then
 - b) This Contract.
- 2. <u>DUTIES AND RESPONSIBILITIES:</u> The Contractor shall furnish all of the labor, supplies and materials and perform all of the work set out forth in **Exhibit A**. Additionally, Contractor and City agree as follows:
 - a) Contractor will use only routes reasonably approved by the City to pick up Solid Waste, Recycling, and Yard Waste from the Residents of the City. In establishing said routes, Contractor will work with the City and the City's police force to accommodate as much as possible traffic patterns within the City, as well as previously established routes. Given the anticipated growth within the City, this may be as many as 5 days a week.
 - b) Contractor will establish and Internet Site which may be used by the Public to gain information about services available, contact information concerning questions or problems with Contractor's service.
 - c) Contractor will observe three holidays per year, Thanksgiving, Christmas and New Year's Day. Holiday pickups to occur on the next day unless said day is a Sunday.
 - d) Contractor will reasonably use social media to communicate with the City's resident's concerning issues which affect Contractors services and the timing of those services.
 Additionally, when possible Contractor will directly contact the residents regarding any event which affects Contractors services and the timing of those services.
- 3. <u>TERM</u>: This Agreement shall remain in full force and effect beginning November 1, 2021 through October 31, 2026, or until terminated by the City as set forth in **Exhibit A.**
 - 4. <u>CONTRACT PRICE:</u> The Contractor shall be paid for services rendered pursuant to the

agreement at a monthly rate of \$17.98 per eligible household with annual increases not to exceed the Consumer Price Index for all Urban Consumers (CPI-U) -- Garbage and Trash Collection. Qualified Head of Household Utility customers ages 65 and over who have been approved by the City, will be eligible for a 15 percent monthly rate reduction. City and Contractor will annually discuss and arrive at a mutually approved senior rate.

- 5. <u>COMPLIANCE AND REQUIREMENTS:</u> All services, labor and materials to be furnished and performed by the Contractor shall be to the satisfaction of the Mayor who will be acting on behalf of the City.
- 6. <u>NOTICES</u> Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the City Manager at 107 W. Main Street Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at 19212 E. 231st St. Harrisonville MO 64701. Either party may designate such other person and/or delivery address from time to time by written notice.
- 7. <u>INDEPENDENT CONTRACTOR:</u> The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its agents, and employees, including costs and attorney's fees.

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

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

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

- 8. <u>ASSIGNMENT:</u> The Contractor shall not assign this Contract or any amount payable hereunder without the prior written consent of the City.
 - 9. <u>CONFLICTS OF INTEREST:</u> The Contractor warrants and represents that neither the

Contractor nor its officers, directors, members, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

- 10. <u>EXTRAS</u>: No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City or its Residents unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor.
- 11. <u>COMPLIANCE WITH LAW:</u> This Contract is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract.
- 12. <u>NOT A JOINT VENTURE:</u> Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.
- 13. <u>ENTIRE CONTRACT/AGREEMENT</u>: This Contract constitutes the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract/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 Contractor.
- 14. <u>RECORDS:</u> The Contractor 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 Contractor agrees that the City Auditor or any of his 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 Contractor involving the transactions related to this Contract.
- MAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
- 16. <u>SEVERABILITY:</u> All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.
- 17. <u>UNEMPLOYMENT INSURANCE AND TAXES:</u> The Contractor shall pay, at the Contractor'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 Contractor

will be approved unless the Contractor is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

- 18. <u>SURVIVAL OF WARRANTIES:</u> All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work.
- 19. <u>APPLICABLE LAW:</u> the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
- 20. <u>CONTRACT LANGUAGE</u> The language of this Contract reflects negotiations between Contractor and the City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall be deemed to be the controlling original.
- 21 <u>BINDING EFFECT:</u> This Contract is binding on the parties hereto, their heirs, successors and assigns.
- 22. <u>FORCE MAJEURE:</u> 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 strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, pandemics, 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.
- 23. <u>AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION</u>: Pursuant to 285.530 R.S.Mo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:
- submitting a completed, notarized copy of **EXHIBIT B** to this Contract AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation 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.
- 24. <u>ENTIRE AGREEMENT:</u> This Agreement contains the entire agreement between the parties and neither party shall be bound by any provisions, representations or agreements except as are herein expressly set forth.
- 25. <u>CONDITION PRECEDENT:</u> This Contract shall be null and void and of no effect unless and until the City has by Ordinance passed by the City Board of Alderpersons, obtained the authority to

enter into this Contract.

26. <u>EFFECTIVE DATE:</u> The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been meet.

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:	
Mayo	or
Name:	Damien Boley
CONTRACT Missouri, LL By:	FOR: WCA Waste Corporation of
Title Distr	iel- Manage

Exhibit A

CONTRACT TERM

It is the intent of the City of Smithville for the initial term of this agreement to commence on November 1, 2021 and terminate of October 31, 2026. Thereafter, unless notice of termination is received prior to February 1, 2026, the Agreement shall renew annually thereafter until such time as notice of termination is received form one party to the pother prior to February 1 of the then current contract year. After the initial 5-year term, if notice of termination is received prior to February 1, said termination of the Agreement will be effective on October 31 following receipt of notice of termination.

INSURANCE AND BONDING REQUIREMENTS

The Contractor shall purchase and maintain, at Contractor's expense, insurance of such types, an in such amounts as specified, to protect the City and Contractor which may arise out of or result from the Contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the Contractor's employees.

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional named Insured" in an amount not less than \$1,000,000.00 per occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) per annual aggregate. Said insurance shall specifically name the City of Smithville as an additional insured party and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A certificate of insurance and an additionally insured endorsement must be provided to the City Clerk prior to the commencement of the contract term.

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contract responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

The insurance coverage required by the Contract should include a provision that there is no coverage that would in any way waive any sovereign immunity enjoyed by the City and nothing in this contract shall be construed as a waiver of sovereign immunity or the acknowledgement or creation of any liability on the part of the City for personal injury, death or property damage.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo, the bidder 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 described herein by

 Submitting a completed, notarized copy of EXHIBIT B AFFIDAVIT OF WORK AUTHORIZATION and • Providing documentation affirming the Contractor'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 Contractor and 2) a valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes and regulations, including all applicable OSA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

BILLING

Unless otherwise specified, Contractor shall submit monthly statements for services and/or goods provided an/or delivered to the City in a timely manner so as to allow the City to forward said statement to the Citizens as part of the City's Utility billing.

TERMINATION

The Contract maybe immediately terminated by the City if:

- A. The Contractor fails or refuses to perform any of its obligations under the Contract: or,
- B. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
- C. The Contractor becomes insolvent, or becomes the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or shall become the subject of any proceeding for the appointment of a receiver, or in the event of the assignment by the Contractor for the benefit of their creditors, or the taking of their trucks, equipment, vehicles, or other facilities used in connection with the performance of the services under any execution against the Contractor, in such events the City may at its option declare the contractor to be in breach of this agreement and the City may without notice terminate this agreement and declare the same forfeited and terminated; and the City shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

OVERALL REQUIREMENTS:

A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri..

- B. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.
- C. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the city or to bind the City in any manner.
- D. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

SCOPE OF SERVICES

SOLID WASTE COLLECTION

The Contractor shall provide weekly curbside collection of solid waste materials and provide safe and adequate transportation of materials. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area complying with all applicable requirements of the Missouri Solid Waste Management Act of 1972 (or latest modification).

Collection is based on one (1) lidded and wheeled container for trash and one (1) lidded and wheeled cart for recycling provided to each household by the Contractor. Weekly collection of solid waste and recyclables shall be conducted on the same day, using routes defined by the Contractor. Unapproved containers shall not be used and contents will not be collected, without prior approval by both the Contractor and the City.

Eligible households may establish individually billed accounts with Contractor for additional solid waste carts for weekly collection at a rate of \$10 per month per cart.

Contractor shall provide a trash overage sticker program for eligible households. Contractor will sell overage stickers directly to households, and contractor will collect all properly-stickered bags of solid waste placed adjacent to carts at curbside. Overage stickers will be priced at \$6.50 per sheet of five, and Contractor will inform City in advance of any price increase.

If Contractor is unable to make a collection on the day scheduled, the Contractor shall notify the City of the reason for said non-collection and shall post on a web site available to all Citizens that said collection is not being made and the reasons for said non-collection. When inclement weather prevents collection of solid waste and recyclables on the scheduled day, the Contractor will collect on the next scheduled collection day. The Contractor shall notify the City of said non-collection because of inclement weather and shall post on a web site available to the Citizens that said collection is not being made because of the weather.

The Contractor shall maintain in stock, at all times, a reasonable number of containers to be provided to each new residential customer and for replacement of lost and/or damaged containers. The Contractor may charge customers for each replacement container furnished beyond the container initially provided to the customer. All containers shall be in reasonably good condition when delivered to the customer.

If the Contractor fails to make any collections said collections shall be made within twenty-four (24) hours of reasonable notification of said missed collection. Notification from the City shall be presumed to be reasonable notification of a missed collection.

Collection vehicles shall have painted letters and numbers in a contrasting color, at least two (2) inches high, on each side of the vehicle. The number of each vehicle shall also appear on each side and the rear of the vehicle. All vehicles shall be kept in a clean and sanitary condition, and shall not leak liquid waste upon City streets. The City has the right to require the Contractor to clan any vehicle or to remove a vehicle from service as a result of mechanical issues.

Collections shall not occur on Sundays, any day before 6 a.m. or any day after 6 p.m. Contractor will provide a list of holidays to be observed.

RECYCLABLES COLLECTION

An unlimited amount of recyclable material shall be collected curbside each week from lidded and

wheeled carts provided by Contractor. The cost of the recycling program is mandatory for all residents. Customers choosing not to recycle will not be required to accept a recycling container but will be subject to the same fees as participating customers. Contractor shall notify residents on collection day of the reasons for refusal to collect material due to contamination and improper materials.

The Contractor shall establish transportation and marketing arrangements for the recycled materials. The Contractor shall provide educational materials identifying materials that are acceptable recycling materials and what is not accepted including applying a decal on the recycling cart identifying examples of such materials. The Contractor may also distribute informational fliers describing acceptable and unacceptable materials. Upon request, the Contractor shall provide the City with a material processing and marketing plan that includes, at the minimum, a materials handling design, equipment list, lists of markets to which materials will be sold and letters of intent from said markets.

The Contractor shall provide curbside collection of newsprint and other grades of paper; cardboard; aluminum beverage containers; and plastic containers on the same day as scheduled refuse collection. Acceptable plastics shall include:

PET – bottle type containers used for carbonated and noncarbonated drinks such as soft drink, juice, liquor, water and sports drinks; containers with screw-neck lids for food and personal care products, i.e. peanut butter jars, salad dressing bottles, cooking oil, mouthwash bottles, shampoo bottles, window cleaners, floor cleans and dish washing detergent.

HDPE – natural or translucent bottle-type containers such as milk jugs, juice bottles and water bottles; mixed colored or opaque bottle-type containers such as detergent bottles, bleach bottles, fabric softener bottles, shampoo bottle and dish detergent bottles.

YARD WASTE COLLECTION

The Contractor shall provide and administer a yard waste collection and disposal service for those residents desiring such a service. Residents that choose to participate in the yard waste program shall use brown kraft paper bags. Collection will be on a regular and recurring date as specified by the Contractor. Customers must place all yard waste at curbside for collection by Contractor. Nothing may be placed in the containers except acceptable yard waste as defined by the Contractor, and Contractor may refuse to collect any container in which improper material or substances have been deposited.

All composting, landfill or processing areas utilized by the Contractor for the processing and disposal of compostable material collected as part of the yard waste program shall, at all times, comply with all applicable federal, state and local laws, rules and regulations.

BULKY ITEM COLLECTION

The Contractor shall provide bulk item collection services to the City. Two collections shall be offered per year to each customer as part of the cost of service. These collections shall occur in the spring and fall at a time prescribed in advance by the City.

The Contractor shall also offer bulk item collection at other times than those designated in the contract. The Contractor may charge a fee sufficient to recover cost of collection to resident for this service.

COMMERCIAL RECYCLING PROGRAM

City and Contractor will jointly establish a commercial cardboard recycling location in the downtown district at no cost to the City. The parties may mutually agree to discontinue the program in response to ongoing illegal dumping and/or materials contamination.

ANNUAL RECYCLING EVENT

Contractor will fund the cost of an annual paper shredding and electronics waste recycling event. The event will be limited to Smithville residents, and some fees may apply. City will designate the event location and provide staffing for onsite traffic control and safety requirements. Contractor will select and pay the recycling service event provider.

BILLING AND COLLECTION

The City shall perform billing and collecting of residential fees.

VEHICLE REQUIREMENTS

All vehicles used within the City in performance of this contract shall:

- A) Be currently licensed and carry proof of insurance.
- B) Be maintained in sanitary condition.
- C) Be properly maintained for reasonable performance and appearance.
- D) Be metal with covered bodies constructed so as to prevent any contents from leaking, spilling, falling or blowing out of such vehicle. Except when being loaded or unloaded, all vehicles and trucks shall be completely and securely covered and enclosed so that no part of the contents thereof shall be exposed to view at any time.

Contractor shall keep all vehicles used in this contract clean, leak free and in proper working order. REPORTING REQUIREMENTS

The Contractor will be required to keep record and submit reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. Upon request, the Contractor will be required to provide certified weight receipts for all materials collected, disposed or sold.

ANNUAL REPORTS

Contractor shall provide mid-year and year-end annual reports for each year the contract is in effect. The reports will be due within thirty (30) days of the end of the reporting periods. At a minimum, the reports shall include:

- Tonnage summaries of all solid waste collected;
- Tonnage summaries, by material, of all recycled materials collected and sold;
- The number of households using additional trash carts;
- Discussion of trends, problems and noteworthy experiences in operations

CUSTOMER SERVICE

The Contractor's staff will use courteous and polite phone manners when answering customer concerns, whether from the public or from City staff.

The Contractor will be responsible for handling all service complaints. Contractor must maintain a phone number for registering complaints that will be prominently displayed on any printed materials distributed to residents. Contractor shall have personnel available to answer telephone calls from 8 a.m. to 5 p.m. on each day when residential solid waste and recycling collection occurs and must accept messages at all other times. The ultimate responsibility for resolving customer complaints lies with the Contractor.

When a residential property has been missed and notification is received, the Contractor will make arrangements wo remedy the miss within one business day. All calls related to missed collections shall be logged by the Contractor and that log shall be provided to the City on demand. In the event that items fall from collection vehicles, items shall be retrieved within an hour of notice.

If products are left in carts because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice explaining why the materials were left behind.

After Contractor's personnel have emptied solid waste and/or recycling carts into the collection vehicle, carts are to be placed upright at the appropriate resident's curb.

Exhibit B

STATE OF MISSOURI)
α) ss
COUNTY OF LASS)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared Carey Cahbree, who, being duly

Sworn, states on n	iis oani oi	diffination as folio	YY 5.			
1. My name is _	Carey	Calabrasi	and I an	n currently	Missouri N	orth District
Manager for WC	A of Mis	souri, LLC of GFL	Environmenta	al Inc's Sou	ithwest Area	(hereinafter
"Contractor"), wh	ose busin	ess address is				
228225 HWY	1291,1	tarrisonulle Mo	64701	, and I am	authorized t	to make this
Affidavit.	,					

exvern states on his eath or affirmation as follows:

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

Further, Affiant saith not.

(ay [SIGNATURE]

(avey (a labre se

Subscribed and sworn to before me this 13+h day of 3u/u, 2016.

Notary Public

My Commission Expires: State of

Missouri

Commissioned in access County

Commission # 96451820

Patricia Meunier-Muenks
Notary Public Notary Seal
State of Missouri
Jackson County
My Commission Expires 03/13/2024
Commission # 98451820

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-

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



Board of Alderman Request for Action

MEETING DATE: 7/19/2021	DEPARTMENT:	Parks and Recreation
WILL I III DIXI L. 77 1 77 202 1		i di ka di di koci cati

AGENDA ITEM: Resolution 938 – Adopt the Parks and Recreation Master Plan

RECOMMENDED ACTION:

Motion to approve Resolution 938, adopting the Parks and Recreation Master Plan.

SUMMARY:

On October 20, 2020 the Board approved a contract with Future IQ to facilitate the completion of the Park and Recreation Master Plan. The Parks and Recreation Master Plan for the City of Smithville expanded on work completed over the past two years in identifying strategic planning goals and updates to the Comprehensive Plan to provide a 10-year vision for parks, recreation, open space, staffing and trails. Development of the plan included research, public involvement, and the development of recommendations for all aspects of Smithville's Parks and Recreation activities

The draft plan was presented to the Board of Aldermen on June 16, 2021. Staff recommends adoption of the plan at this time.

PREVIOUS ACTION: POLICY ISSUE: Click or tap here to enter text. FINANCIAL CONSIDERATIONS: Click or tap here to enter text. ATTACHMENTS: Ordinance Resolution Plans Staff Report Minutes Other:

RESOLUTION 938

A RESOLUTION ADOPTING THE CITY OF SMITHVILLE PARKS AND RECREATION MASTER PLAN

WHEREAS, the Board of Alderman entered a contract with Future iQ in October 2020 to provide consulting services to develop a Parks and Recreation Master Plan; and

WHEREAS, staff worked with Future iQ to start the planning process; and

WHEREAS, the COVID-19 virus changed the anticipated public input process, but the consultants, Parks and Recreation Committee and the public all came together to provide a robust and informative public process, and;

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

THAT THE CITY OF SMITHVILLE PARKS AND RECREATION MASTER PLAN, A COPY OF WHICH IS ATTACHED HERETO, AND SPECIFICALLY, ALL OF THE MAPS, PLANS AND RECOMMENDATION CONTAINED THEREIN IS HEREBY THE OFFICIAL PARKS AND RECREATION MASTER PLAN FOR THE CITY OF SMITHVILLE.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 19th day of July 2021.

Damien Boley, Mayor	
ATTEST:	
Linda Drummond, City Cle	



 $\ \square \ Staff \ Report$

oxtimes Other: Strategic Planning Report

Board of Alderman Request for Action

MEETING DATE:	7/19/2021	DEPARTMENT: Administration
AGENDA ITEM:	Resolution 939 – Adopt	ion of Governing Body Goals
RECOMMENDED A Motion to approve R		Governing Body Goals.
SUMMARY:		
Vision, Key Performa	ance Areas and Goals, t	nt on May 27, 2021. In review of existing the Board made some changes, reflected in pleted by facilitator Patty Gentrup.
		ich is recommended to be "Smithville builds g commerce and cultivating its natural
infrastructure. The		nted: growth, community life and ormance areas, governing and finance, were chieves its work.
	ided on the agenda ado n for city staff for the co	pts the goals established at the retreat, oming months.
PREVIOUS ACTIO	N:	
The Board held retre performance areas a		o establish a vision statement, key
POLICY ISSUE: Click or tap here to ente	er text.	
FINANCIAL CONS Click or tap here to ente		
ATTACHMENTS: ☐ Ordinar ☐ Resolut		☐ Contract

☐ Minutes

RESOLUTION 939

A RESOLUTION ADOPTING THE GOALS OF THE GOVERNING BODY.

WHEREAS, the Mayor and Board of Aldermen held a Board retreat on May 27, 2021 to set a course for the community's future; and

WHEREAS, the retreat resulted in the Board revising the vision to: Smithville builds its future by embracing growth, encouraging commerce and cultivating its natural surroundings; and,

WHEREAS, the Board further re-affirmed three Key Performance Areas of: Growth, Community Life and Infrastructure and identified governance and finance as values on which the Board achieves its work; and,

WHEREAS, the Board identified short and long-term goals for the Key Performance Areas.

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

THAT the report of the Board Retreat is accepted, and the Goals of the Governing Body are adopted.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th of June 2021.

ATTEST:	Damien Boley, Mayor	
	ATTEST:	
Linda Drummond, City Clerk		

City of Smithville

Strategic Planning Summary

May 27, 2021



Executive Summary

The City of Smithville Board of Aldermen has a strong history of strategic planning – identifying a vision for the community, establishing key performance areas, and setting priority goals. It uses this process to allocate its resources, tracks progress made and evaluates how emerging issues will affect its success.

In 2019, Smithville citizens participated in a community visioning process, augmenting and complementing the work of the governing body.

In 2021, the governing body once again gathered to not only identify its priorities but also to ensure those were aligned with the feedback generated by the community visioning process.

This report summarizes those discussions.

Vision

The governing body revised its vision statement as follows.

Smithville builds its future by embracing growth, encouraging commerce and cultivating its natural surroundings.

Key Performance Areas

Three years ago, the governing body identified five key performance areas – those areas in which the community must have success to move forward. Last year, the community identified five pillars in the strategic action plan.

The board decided to maintain the following three key performance areas.

- 1. Growth: We nurture a thriving economy by attracting and maintaining diverse development.
- 2. Community Life: We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.
- 3. Infrastructure: We envision, build and maintain the necessary road, utilities and strategic land use to prepare for residential and economic growth.

The two remaining key performance areas – governing and finance – were maintained as values on which the board achieves it work.

- Governance: We act as a cohesive team, providing the human and physical resources to advance the goals and the betterment of the community.
- Finance: We maintain public trust through fiscally sound investment of public revenues and resources.

Priority Goals/Key Action Areas

Ultimately, the governing body identified nine priority goals/strategic action areas as appear on the following page.

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Growth:	Diverse housing and neighborhood options	 Focus on workforce housing and evaluate approach to securing it
We nurture a thriving economy by attracting and maintaining diverse development.	Strengthened Business and Economic Development	 Strengthen the Main Street organization Establish clearly defined incentives and employ best practices in economic development

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Community Life: We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.	Retention of small-town feel and sense of community	 Use unique signage and promotion Continue to evaluate annexation alternatives Enhance communication with citizens
incocyic.	Enhanced recreation and connectivity	 Develop financing strategy that leverages contributions Build regional trail connectivity

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Infrastructure:	This KPA was not addressed in the	Review development
We envision, build and maintain the	Future IQ process. Therefore, there was	requirements
necessary road, utilities and strategic	no associated strategic action plan.	
land use to prepare for residential and		
economic growth		

Use of the Strategic Plan

To ensure that the strategic plan remains a valuable management tool, the following actions should be considered.

Implementation Plan: This plan identifies three Key Performance Areas and priority goals. City staff and elected officials should now identify objectives for each of those priority goals. In other words, what actions are necessary to achieve the priority goals, in what timeframe should they be achieved and by whom.

Resource Allocation: The strategic plan should be used as a guide when considering both financial and human resources. Implementing the plan will require necessary funding as determined in the annual budgeting process. As well, linking staff work and goals to the strategic priorities not only moves toward those priorities being realized, but also helps staff to come together around common goals.

Board Actions: As part of its regular meetings, the Board of Aldermen should note actions it takes that will specifically move the organization closer to achieving its mission.

Communication: Efforts should be made to publicize the results of the strategic planning process and progress that is made in achieving it. In addition, the plan should be communicated with Smithville residents so that they are aware of the City's continued efforts.

Complete Summary

Why We Serve

Each member of the governing body brings a unique perspective and hopes for the community. Given the change in the makeup of the board and the limitations imposed by adhering to Covid 19 protocol, it was deemed important to learn, or, in some cases, revisit what those are. Members of the governing answered the following questions.

Longer	-Tenured Officials
•	I ran for office because I have learned that I hope to achieve in the next one to three years.
Newly-	Elected Officials
•	I ran for office because
•	What I hope to contribute to the governance of Smithville is
•	I hope to achieve in the next one to three years.

City of Smithville 6

	I ran for office because	I have learned that	What I hope to contribute is	What I hope to achieve in the next 1-3 years is
Damien Boley	I wanted a place that my daughter wants to come back to after college. I don't want it to be just a bedroom community.	All of you have good perspective. Staff are the ones who have to deal with the grind. We've built a good team. We've gone through a lot of things. We have a team that is still delivering every day for citizens and voters.		Adoption of parks master plan, transportation master plan. Get some projects fully completed. Trail, splash pad, streetscape, Have to make development agreements rock solid and can't just hope for the best afterward. We need to get the police station going. We need public safety sales tax and hotel sales tax.
Dan Ulledahl	Desire to help the community. I was encouraged to run for office. When I figured out what it was, it felt right.	It takes time to get projects done. It takes even more time to get the community to know what is going on.		Progress with city projects, our individual soap box items and figuring what everyone's are. Working on the sidewalks.
Dan Hartman	My passion for the City is the reason I ran for office. We've been here 18 years. I wasn't interested until the mayor was running. I wouldn't be interested if it was the same old thing going on. I just love our city. I'm a cheerleader and advocate.		Optimism and providing a path forward.	Creating shovel ready commercial land. Continuing to have a positive impact on infrastructure. Supporting fellow aldermen and their ideas and goals.
John Chevalier	50% because no one else was and the other 50% to see things finished	People don't care about things that go on. They complain but they don't make an effort to make a difference.		Keep going on our trails and our plans for that.
Steve Sarver	When I moved to Smithville I volunteered for pet rescue and enjoyed that. Someone then asked me to be on Parks subcommittee, I thought that would be interesting. Once you	I've got a lot to learn still. I rely on staff who give us good information and try to listen study and learn.		I want to continue on with what we are doing. I've been thinking a lot about annexation. I don't want to have Kansas City all around us.

	are in the door, you get more involved.			
Marv Atkins	When I first started the City started a new paradigm of government that we hadn't seen or needed. Everyone works together they are supportive of Cynthia. It's nice to be part of a start of something and wanted to continue that.	Communication is a problem. There is no one form of communication. The apathy is out there and we can't change it.		Annexation is going to be important. Most people don't see that Kansas City is coming. They want to leave everything as status quo and getting all our plans buttoned down.
Kelly Kobylski	I was always a volunteer for the community. I volunteered for the EDC and Main Street and then was urged to run for aldermen. I'm ready for the challenge and I want to keep progressing the way we have been.		A fresh perspective and different ideas.	Connectivity – parks, trails, sidewalks. Annexation is a close second.

Progress through a Pandemic

City Administrator Cynthia Wagner provided a progress report regarding accomplishments since the last governing body retreat, despite COVID-19, and what is on the immediate horizon.

The governing body then was asked to identify other successes as well as lessons learned.

Other Successes	Lessons Learned		
 Great team Making progress through the pandemic/adapting to a virtual environment Completion of the comprehensive plan Board willingness to take on difficult issues Listening to the community Three new board members with a history of community involvement Redefining staff roles Completing all 2018 ballot initiatives 	 The organization and community is adaptable Having finances doesn't necessarily mean an initiative is a priority The City logically approaches its work and decision-making 		

It is notable that all priorities identified in 2019 had either been accomplished or significant progress had been made toward achieving them. This allows the governing body to turn its focus to other existing and emerging needs as is outlined in the following section.

Vision and Key Performance Areas

Vision Statement

The Mayor and Board of Aldermen revised its vison statement as follows.

Smithville builds its future by embracing growth, encouraging commerce and cultivating its natural surroundings.

Key Performance Areas and Goals/Community Vision and Strategic Action Items

Three years ago, the governing body identified five key performance areas – those areas in which the community must have success to move forward. Last year, the community identified five pillars in the strategic action plan.

It was recommended, and the board agreed, that the key performance areas of growth, community life and infrastructure remain.

- 4. Growth: We nurture a thriving economy by attracting and maintaining diverse development.
- 5. Community Life: We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.
- 6. Infrastructure: We envision, build and maintain the necessary road, utilities and strategic land use to prepare for residential and economic growth.

Further, it was recommended, and the board agree, that governing and finance become values on which the board achieves it work.

- Governance: We act as a cohesive team, providing the human and physical resources to advance the goals and the betterment of the community.
- Finance: We maintain public trust through fiscally sound investment of public revenues and resources.

The governing bodies priorities will now be organized according to the key performance area, key action plans as identified in the Future IQ report and goals (key action areas.)

Goals and Priorities

Using the newly identified structure, the governing body added new potential goals to the framework as is illustrated in the following tables.

City of Smithville

Strategic Planning Report: May 2021

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Rey Performance Area	Diverse housing and neighborhood options	 Initiative the comprehensive planning process Facilitate more diverse housing options Define and develop neighborhood nodes Create green space and rural feel Focus on workforce housing and evaluate approach to securing it
Growth: We nurture a thriving economy by attracting and maintaining diverse development.	Strengthened Business and Economic Development	 Focus on technology and bioscience companies Leverage off airport development Pursue tourism related business potential Create dedicated industrial zones Strengthen the Main Street organization Encourage Chamber of Commerce Involvement in economic development activities Establish clearly defined incentives Increase governing body engagement in regional issues Employ best practices in economic development Facilitate development of city owned land

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Community Life: We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.	Continued commitment to education	 Create educational cluster Forge strong partnership between School and City Create industry responsive to educational pathways Build a lifelong learning culture (No additional action items were identified for consideration.)
	Retention of small-town feel and sense of community	 Create a Smithville Community Oasis area Use unique signage and promotion Apply design that fosters a small town feel Embrace environmental practices Continued evaluation of annexation alternatives Educate property owners on voluntary annexation process Enhance communication with citizens
	Enhanced recreation and connectivity	 Create a recreation and connectivity master plan Study community desires for recreation facilities Build recreation as an economic driver Build regional trail connectivity Develop financing strategy that leverages contributions Distribute parks and recreation opportunities throughout the city Increase adult recreational opportunities Determine what amenities constitute a "completed" park

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
		Review development
		requirements
		 Continue evaluation of south
		sewer project alternatives
Infrastructure:		Continue to pursue special
We envision, build and maintain the		road district
necessary road, utilities and strategic		Expand bid process to include
land use to prepare for residential and		utility engineering
economic growth		 Evaluate sidewalk policy for
		best practices and determine
		financing options
		Evaluate extra-territorial utility
		fees

Preliminary Prioritization

Using an electronic polling device, the governing body then identified the following as its priorities within each key performance area as follows.

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
	Diverse housing and neighborhood options	Focus on workforce housing and evaluate approach to securing it
Growth: We nurture a thriving economy by attracting and maintaining diverse development.	Strengthened Business and Economic Development	 Strengthen the Main Street organization Establish clearly defined incentives Employ best practices in economic development Facilitate development of city owned land

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
	Continued commitment to education	 Forge strong partnership between School and City
		Create industry responsive to
Community Life:		educational pathways
We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.	Retention of small-town feel and sense of community	Use unique signage and promotion
		Continued evaluation of
		annexation alternatives
		Enhance communication with
		citizens
		Build regional trail connectivity
	Enhanced recreation and connectivity	 Develop financing strategy
		that leverages contributions

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
		Review development
Infrastructure:		requirements
We envision, build and maintain the		Expand bid process to include
necessary road, utilities and strategic		utility engineering
land use to prepare for residential and		 Evaluate sidewalk policy for
economic growth		best practices and determine
		financing options

Final Prioritization

The governing body finally identified priorities among the top priority in each key performance areas.

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Growth:	Diverse housing and neighborhood options	Focus on workforce housing and evaluate approach to securing it
We nurture a thriving economy by attracting and maintaining diverse development.	Strengthened Business and Economic Development	 Strengthen the Main Street organization Establish clearly defined incentives and employ best practices in economic development

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
	Continued commitment to education	
Community Life: We provide an environment where all can experience safety, security and the opportunity for an active, healthy lifestyle.	Retention of small-town feel and sense of community	 Use unique signage and promotion Continue to evaluate annexation alternatives Enhance communication with citizens
	Enhanced recreation and connectivity	 Develop financing strategy that leverages contributions

Key Performance Area	Strategic Action Plan	Goals/Key Action Areas
Infrastructure:		Review development
We envision, build and maintain the		requirements
necessary road, utilities and strategic		
land use to prepare for residential and		
economic growth		



Board of Alderman Request for Action

MEETING DATE: 7/19/2021 DEPARTMENT: Public Works

AGENDA ITEM: Resolution 940, Parks and Recreation/Public Works Operations Facility

RECOMMENDED ACTION:

Motion to approve Resolution 940, awarding RFQ and authorizing the Mayor to sign an engineering services agreement with Bartlett and West Engineers.

SUMMARY:

The current streets facilities are not sufficient. There is not adequate storage for salt and the current structure is open to the elements. Staff is separated from the Division Manager. Sanitary facilities and employee areas are not satisfactory. Additionally, the Water Master Plan callse for expansion of the water plant, requiring relocation fo the Streets Division facility. It is recommended that the facility relocate to a shared facility with Park and Recreation operations.

Qualification statements for engineering services for a combined parks and recreation and public works operations facility were received May 4, 2021. There were 12 firms that submitted their experience, qualifications, similar projects, and ideas. A selection committee consisting of Alderman Atkins, Parks Director Matt Denton, Street Superintendent Allan Jensen and Public Works Director Chuck Soules reviewed the submittals and interviewed four firms. The selection committee is recommending the firm of Bartlett and West.

This initial / preliminary phase of the design will be to identify the needs of the departments, provide a concept layout, estimated constructions cost, complete a survey and provide the City with a site plan. The cost is \$69,950.

From this preliminary plan we will be able to develop a final design and look at phasing of the project depending on the costs. This will be a separate agreement that will be brought to the Board for approval.

PREVIOUS ACTION:

Included in the 2021 Capital Improvement Plan

POLICY ISSUE:

Continued service, infrastructure and facility maintenance,

FINANCIAL CONSIDERATIONS:

equipment sharing and staffing.					
ATTACHMENTS:					
□ Ordinance					
□ Resolution	☐ Plans				
☐ Staff Report	☐ Minutes				
☐ Other:					

A combined operations facility will allow better coordination between department with

RESOLUTION 940

A RESOLUTION AWARDING BID 21-13 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BARTLETT AND WEST ENGINEERING FOR PRELIMINARY ENGINEERING / ARCHITECTURE SERVICES FOR A COMBINED PARKS AND RECREATION / PUBLIC WORKS OPERATIONS SERVICE CENTER IN AN AMOUNT OF \$69,950.00

WHEREAS, the City has identified a need for improved operational facilities for the Parks and Recreation Department and Streets Division of the Public Works Department; and

WHEREAS, the City has within the 2021 Capital Improvement Budget funds for the plan development of a combined operations center for Parks and Recreation and Public Works; and

WHEREAS, the City requested qualification statements from firms under RFQ 21-13 and based upon the firms submittals and interviews, the selection committee is recommending proceeding with the firm of Bartlett and West Engineering.

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

THAT BID 21-13 IS AWARDED AND THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH BARTLETT AND WEST ENGINEERING FOR PRELIMINARY ENGINEERING / ARCHITECTURE SERVICES FOR A COMBINED PARKS AND RECREATION / PUBLIC WORKS OPERATIONS SERVICE CENTER \$69,950.00

PASSED AN	ND ADOPTED	by the Mayor	r and Board	l of Aldermen	this 19th	day of July,
2021.						

Damien Boley, Mayor	_
ATTEST:	
Linda Drummond City Clerk	

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and Bartlett & West, Inc. ("Consultant" or "Engineer") a Kansas Corporation registered to do business in the Sate of Missouri located at 544 Columbia Drive, Lawrence, KS 66049.

WITNESSETH:

WHEREAS the City desires to procure engineering/architectural services pertaining to a P/R PW Facility and the City is desirous of retaining a consulting engineer/architect for such works; and

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

WHEREAS the City issued RFQ 21-13 P/R PW Facility for Engineering Services on April 14, 2021, a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 4th day of May 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

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

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

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

- 1. <u>CONTRACT DOCUMENTS</u>: 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. <u>GENERAL SCOPE OF THE WORK</u>: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.
- 3. <u>CONTRACT/AGREEMENT PRICE</u>: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed Sixty-Nine Thousand Nine Hundred Fifty Dollars (\$69,950.00). Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the

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

4. TIME : Time is of the essence of this Agreement. The work to be performed hereunder shall be
commenced as soon as reasonably possible after the execution of this Agreement and is subject to
authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer
within days of the Notice to Proceed on this Agreement or by the day of
2021.

- **5.** <u>NOTICES</u> Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.
- **6.** <u>INDEPENDENT CONTRACTOR</u>: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

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

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

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

7. <u>COMPLIANCE AND REQUIREMENTS</u>: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

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

- **8.** <u>CORRECTION OF DEFAULTS</u>: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.
- **9.** <u>ASSIGNMENT</u>: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.
- 10. <u>CONFLICTS OF INTEREST</u>: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

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

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

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

- 11. <u>EXTRAS</u>: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.
- 12. <u>COMPLIANCE WITH LAW</u>: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.
- **13.** <u>AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION</u>: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
 - submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering 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. <u>UNITED STATES GOODS</u>: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.
- **15. NOT A JOINT VENTURE:** Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.
- **16. NON-LIABILITY OF CITY PERSONNEL**: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.
- 17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.
- **18. RECORDS:** The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.
- **19. SURVIVAL OF WARRANTIES**: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.
- **20. APPLICABLE LAW**: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
- **21. REMEDIES:** In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

- **22. NONRESIDENT/FOREIGN CONTRACTORS**. The Consultant shall procure and maintain during the life of this contract:
 - **a.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.
- 23. <u>INTELLECTUAL PROPERTY RIGHTS:</u> Consultant shall pay all license, royalty or similar intellectual property fess or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.
- **24. CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.
- **25. CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do <u>not</u> 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. <u>CITY OWNERSHIP AND PROPRIETARY INFORMATION</u> The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement
- **27. TERMINATION**. The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.
- **28. COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statues of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.
- **29. EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

- **30. WAIVER:** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
- 31. <u>SEVERABILITY</u>: 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. <u>UNEMPLOYMENT INSURANCE AND TAXES</u>: The Engineer shall pay, at the Engineer 's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.
- 33. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.
- **34.** <u>CONDITION PRECEDENT:</u> 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:			
ENGINEER - Bartlett & West, Inc.:			
By:			
Titla			

Exhibit A

RFQ 21-13 P/R PW Facility for Engineering Services

EXHIBIT B

544 Columbia Drive Lawrence, KS 66049 ph (785) 749-9452 www.bartwest.com

SCOPE OF WORK

ARCHITECTURAL SERVICES - SCOPE OF WORK

Task 1 - Needs Assessment/Programming:

- Attend two client meetings, site visit/review existing facilities, space programing exercises to determine space required for facility.
- Provide programming excel file of required building spaces, and edits needed after client comments.

Task 2 - Schematic Design

- Prepare preliminary floor plan layouts and front exterior elevation (2 options), estimate of probable cost.
- Attend two client meetings to review preliminary plans.
- Revisions to plans after each client meeting, selection of preferred design by client.

Architectural Additional Services

The following items are specifically excluded from the Architectural scope of work:

- Design Development Tasks
- Construction Document Tasks
- Fixtures, Furniture & Equipment (FF&E): Includes design, specification, bidding, procurement oversight, warehousing, and installation as well as trouble-shooting FF&E issues.
- Video Fly-Through: Provide detailed Revit model for a fly-over video created by BW.
- 3D Rendering: WSKF to create a 3D rendering of the front of the facility/site.
- Bidding/Negotiation: Attend Pre-Bid Meeting, answer bidder's questions, prepare necessary addenda, review bids w/ BW.
- Construction Administration: Pre-Construction Meeting, respond to RFIs, submittal review, monthly progress meetings + 3 additional site visits, provide punch services, review closeout documents.

CIVIL ENGINEERING & LANDSCAPE ARCHITECTURAL - SCOPE OF WORK

Task 1 - Preliminary Site Conceptual Planning & Layout Assistance

- Assistance with WSKF Architects & the owner to compile plan view layout concepts for the new building on the property, that fits within the requirements per the City of Smithville Planning & Developmental Services Department codes, such as parking layouts, building elements and aesthetic amenities or other code elements.
- Present the various options to the owner for your review and comment.
- Combined suggested conceptual elements from the initial plan view layout concepts into a final "preferred" plan view layout concept.
- Present the final "preferred" plan view layout concept at a Smithville virtual Pre-Application meeting to discuss.
- Make any last adjustments to final "preferred" plan view layout based on feedback from the pre-application meeting with the City of Smithville and use for compiling information for a formal future Design Development and "Site Development Plan" submittal.

Task 2 – Project Management and Team or Client Meetings

- Project Management coordination of team activities
- Attending one (1) pre-application meeting
- Attending two (2) in-person meetings for site visit/review of existing facilities, space programming activities or plan view layout discussions
- Assumes time for preparation of documents / coordination for all meetings.
- Preliminary Cost Estimates thru Schematic Design

Civil and LA Additional Services

The following items are specifically <u>excluded</u> from the base scope of work described in all Civil Engineering of Landscape Architectural Tasks:

- Design Development Tasks
- Construction Document or Site Plan Tasks
- MDNR Permits
- Stormwater Drainage or other tasks
- The handling of any building permit applications or other relevant paperwork
- Attendance at any other meetings with staff members from the city reviewing officials, weekly progress meetings or any other unforeseen meetings and associated travel expenses.
- Any Construction Administration or Bidding Activities
- Any 3-D Renderings, Images or Video Fly-Thru Graphics
- Full time construction observation services, construction logs, product testing,
- Approving contractor's pay requests or managing the contractor's punch list

process

- Attendance at pre-bid, pre-con or any other weekly construction meetings, etc.
- Any site visits beyond the final punch list walk-thru
- Any Historic Resource Commission meetings or associated paperwork
- Compiling of any easement documentation, etc.
- Attendance at additional planning commission or city commission meeting
- Any design of sanitary sewer gravity private or public mains (not assumed available)
- Any special construction detailing for non-typical design items or plan elevation drawings.
- Project specifications in text format (will be shown on drawings)
- Possible variances and BZA public hearings
- Any detailed or structural retaining wall drawings
- Any site signage or detailing

Any site lighting (per MEP),

landscape lighting or irrigation design

- Any complete in the field traffic counts or floodplain studies.
- Any LEED design review or criteria development for the project
- Any construction field staking
- Any geotechnical investigations

STRUCTURAL ENGINEERING - SCOPE OF WORK

Task 1 – General Structural Engineering

- Attend one (1) in-person meetings for site visit/review of existing facilities, space programming activities or plan view layout discussions
- A written analysis on anticipated needs to compile a further detailed scope of services

The following items are specifically <u>excluded</u> from the Structural scope of work:

- Design Development Tasks
- Construction Document Tasks
- Structural design and construction documents for new pre-fab metal building type for maintenance facility and administrative offices for municipal public works and parks and recreation departments. Facility to be 25,000-30,000 SF with an estimated construction costs of approximately 4.0 million. This will include:
 - o Preliminary and final framing design
 - Preliminary and final foundation design
 - Written text specifications for concrete, steel and preengineered structure
 - Assistance with Cost Estimating
 - o Coordination with team architect at two internal meetings
 - General Structural Notes
 - o Schedules
 - o Foundation Details
- General Engineering

Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the CONSULTANT including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the CONSULTANT'S control. Most specifically, this scope has been developed with the understanding it will be a pre-engineered metal building type, if the project changes to a conventional or other type of construction, the structural scope of work will need to be revised to include tasks handling those details.

MEP ENGINEERING - SCOPE OF WORK

Task 1 – General MEP Engineering

- Attend one (1) in-person meetings for site visit/review of existing facilities, space programming activities or plan view layout discussions
- A written analysis on anticipated needs to compile a further detailed scope of services

MEP Additional Services

The following items are specifically excluded from the MEP scope of work:

- Design Development Tasks
- Construction Document Tasks
- General Engineering
 - Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the CONSULTANT including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the CONSULTANT'S control.
 - Bidding services including: participation in pre-bid meeting, respond to contractor questions, written addenda required or other services associate with bidding process.
 - Construction administration services including: participation in pre-construction meeting, respond to contractor questions, review of equipment submittals and shop drawings, construction progress meetings, construction site review visits, punch list review or other services associate with construction process.
- Plumbing Engineering
 - Compressed natural gas or any other systems not included in scope of work.
 - o Roof drain systems (assume gutters to be provided).
- Mechanical Engineering
 - Hydronic heating or cooling systems including in-floor radiant floor heating systems.
 - o DDC building management system.
 - Water cooled cooling equipment.
 - o Central vacuum system.
 - Central dust collection system.
 - o Paint spray booth exhaust and make-up air systems.
 - Welding exhaust systems.
- Electrical Engineering
 - o Emergency engine generator and emergency power systems.
 - Extension of utility electrical service past property line.
 - o Any electrical systems exceeding 480-volts.
 - Building lightning protection
- Fire Protection Engineering
 - All design, hydraulic calculations, pipe sizing, head layout, water supply requirements, fire pump design or any information other than performance specification.

SURVEY - SCOPE OF WORK

Task 1 – Site Topography Survey

- Collecting site topographic survey of the property area for the project together with an area 25', more or less, on adjacent areas to said property to establish grades and utility locations
- Collecting boundary information to verify road rights-of-way widths along Highway DD only
- Call to Missouri One-call for utility location marking
- Coordinating a CAD file base map that will be used for preliminary and final design

Survey Additional Services

The following items are specifically <u>excluded</u> from the Survey scope of work:

- Please note that for certification of ownership, easements and encumbrances, the client must supply Bartlett & West a current O&E Report acknowledged by a proper authority
- Obtaining a current Title Commitment Report for the property

Exhibit C
Engineer's Response to RFQ 21-13 P/R PW Facility for Engineering Services
Which the City received on or about the 4th day of May 2021.



Exhibit A

RFQ #21- 13 P&R / PW FACILITY THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:

The City of Smithville is requesting qualifications to provide engineering services for a Parks and Rec / Public Works Combined Maintenance Facility and Administrative Offices will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 2:00 P.M., Tuesday, May 4th, 2021. The Project consists of the following:

The City of Smithville currently has two separate maintenance facilities for P&R and PW – Street Department. The Street Department has two separate maintenance facilities, a crew facility and a Street Manager office/ equipment storage facility, located at 2 Helvey Park Drive. The Street facilities share the site with the Smithville water production plant that has plans for expansion and the Street department needs to relocate.

The Park Dept is located at 1610 Hwy DD on property leased from the Corps. The City leases approximately 250 acres from the Corps. In preliminary discussions with the Corps, they are receptive to locating the combined facility on the leased property (maps attached).

The City desires to combine the P&R and PW – Streets Facility onto one site. The proposed facility will meet both the needs for the maintenance crews and administrative offices for the P&R and PW Director. The new facility shall also include space to hold public meetings, staff restrooms, lockers, and shower facilities, equipment storage, vehicle parking (both staff and City vehicles), crew meeting / lunch/ break room, salt storage facility, and some laydown area for stored materials. The City desires the facility to be energy efficient / green. At this time, we are not wanting to go through the LEED Certification process but want to have the discussion of costs versus benefit.

INSTRUCTIONS TO PROPOSERS

- 1. Written Statement of Qualifications, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until 2:00 P.M. on Tuesday, May 4th, 2021.
- 2. The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:
- Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.
- Tab B: Client or project references for at least three **similar** type and scope projects for a municipality of **similar** size to the City of Smithville, that demonstrate the applicants' ability to perform this work.
- Tab C: Project Understanding and Approach
- Tab D: Anticipated Schedule needed to complete the entire project, including each sub-task. (Should include the anticipated number of months, and major project items scheduled in each month). The City would like to have Construction Budget Estimate by August 15thto be included in the 2022 budget.
- 3. The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.
- 4. Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and the City reserves the right to waive any and all requirements in this RFQ.
- 5. This RFQ involves a Public Works project and Firm; Firm or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
- Any questions regarding this request may be addressed to Charles Soules, Dir. of Public Works, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897
- 7. 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 Pursuant to 285.530 RSMo.

THE CITY OF SMITHVILLE RES	ERVES THE RIGHT TO REJE	CT ANY OR ALL PROPOSALS
Finance Director	Issued:	

I. Project Scope:

A. Phase I – Preliminary Design

- Identify and define programming and space requirements for the new facility. This will be accomplished with input from the P&R and PW Director
- 2. Develop a site plan that addresses traffic flow, space needs for personnel and equipment, utilities placement, parking, landscaping, security, property boundaries, topographic surveys, grading, storm sewer, storm water detention and/or treatment as required, sanitary sewer, water, electrical, site lighting, and roadway improvements.
- 3. Perform all required geotechnical services required to design the proposed building and parking areas. These services shall consist of obtaining geotechnical data, analysis of data and recommendations for the design of footings, piers, and other pertinent design considerations.
- 4. Develop costs associated with construction and furnishings.
- 5. Prepare estimates of all facility maintenance costs, including utilities and insurance.
- 6. Prepare separate cost estimates for Phase I, Phase II, and Phase III of the project.
- 7. Develop design schematics appropriate for an open bidding process to seek a construction company to build the facilities, as approved by the Board of Alderman. The design of the facilities should pay close attention to utilizing the highest ideal of energy efficiency, customer service and employee safety/security. The firm should be prepared to make a public presentation to the Board at each major phase of the design process to provide information and take input and guidance.

B. Phase II - Design

Provide complete architectural and engineering design services, preparation of construction plans and specifications including construction documents, and provide administration of bid process to include at a minimum:

a. Schematic design

- b. Design development
- c. Construction documents
- d. Bidding administration
- e. Construction administration

Construction design shall be in accordance with law, including the Americans with Disabilities Act and local zoning and building code requirements.

C. Phase III - Construction (optional)

- 1. Act on behalf of the City during the construction phase to interface between the City or its designee and the construction Firm, ensuring that the facility is built to the highest quality standards and in the most cost effective manner. The Construction Administrator will be responsible for minimizing change orders and managing the construction schedule to avoid cost and time overruns to the best extent possible.
 - 2. Provide construction contract administration and inspection services through completion of the project.

III. Submittal Requirements

Responses to this Request for Qualifications must be complete, timely, and submitted in conformance with the RFQ specifications, including addressing all items listed below.

- A. Responding firm ["Firm"] shall furnish the Firm's name, physical address, telephone number, fax number, web site, and email address. Identify the primary contact for selection process notification.
- B. Describe Firm's background and history, including the number of years in business and the scope of service currently provided to clients. Disclose whether your Firm is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Firm under federal bankruptcy law or any state insolvency law. Include a statement describing why your Firm is qualified to perform the work outlined in this RFQ and detailing the proposed approach to performing this work.
- C. Describe Firm's staffing proposal for providing facility design and construction management services as indicated in this RFQ, how the work team will be organized, how many will be assigned, and what their respective responsibilities will be. Describe the training and experience (including years) of the person(s) who would be providing the various services, as well as

other principals, if any. Have available upon request resumes for other key staff that will be providing facility design and Construction Administration services.

- D. Develop a summary of Firm's approach to each phase in providing service for this project. Include Firm's methodology in quality control for all phases of the project and how non-conforming work will be addressed in the construction phase.
- E. Describe the approach you would use to communicate and coordinate this project with the City.
- F. Provide at least two examples of similar projects Firm has successfully handled for municipal or other public agency clients, including the names of the staff members who worked on those projects. Identify original contract amounts and change order amounts of each of those projects.
- G. Provide a minimum of three client references, at least one of which must be from the public sector and one must be peer references on behalf of Firm of a positive professional reputation.
- H. Provide detailed information of any type of litigation, judgments, claims, or governmental investigations (previous or pending) involving any principal, participant, individual financial backer or investment group, or legal business entity associated with this proposal.
- I. Provide a proposed fee schedule for all positions that would be providing services for this project.

Firms may be requested to submit additional information which the City may deem necessary to further evaluate the Firm's qualifications. Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, volunteer, or agent of the City of Smithville for the purpose of influencing the consideration of this proposal

IV. Architectural Firm Selection Process

Up to three firms will be selected for interviews with an interview panel consisting of City staff. These interviews will be scheduled within 2 weeks from the deadline for submitting qualifications. The Firms will be selected for interviews based on their qualifications, approach presented in the RFQ, and the success of previous projects. Final selection will be on the basis of a number of considerations including cost, general professional experience, Firm's experience and success with similar projects, experience of project

manager and assigned personnel and project approach. The remainder of the project schedule will be determined after the selection.

Each Firm selected for the interview will be allowed 30 minutes to further present their qualifications to the interview panel.

The panel will rate the Firms interviewed, and staff may commence follow-up evaluations of the top ranked Firms and make a recommendation to the Mayor and Board. Contract negotiations will commence following approval of the recommended Firm. If the negotiation process does not produce a final contract, the award to the Firm is null and void and another highly ranked Firm will be recommended.

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any Firm or individual under consideration for a contract resulting in successfully completing the RFQ process. These investigations may include, but are not limited to, credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of the appointed Firm to successfully perform the duties and responsibilities of a facility planning consultant.

The appointed Firm will work under the general direction of the Public Works Director.

INSURANCE

The Firm shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and Firm from claims which may arise out of or result from the Firm's operations under the contract documents, whether such operations be by the Firm or by any subcontractor or for anyone whose acts Firm or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the Firm's employees including claims brought under:

- 1. Worker's Compensation Laws
- 2. Disability Benefit Laws
- 3. Occupational Sickness or Disease Laws
- 4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than Firm's employees, and claims arising out of destruction of property, including loss of use thereof.

Firm must also carry liability insurance naming the following as "Additional Named Insured":

City of Smithville
 Main Street
 Smithville, MO 64089

Failure of the Firm to maintain proper insurance coverage will not relieve Firm of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Firm shall either cover any and all subcontractors in Firm's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Firm is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

- 1. Worker's Compensation Statutory
- 2. Employer's Liability \$1,000,000.00 each employee
- 3. General Liability \$2,000,000.00 each occurrence
- 4. Property Damage \$2,000,000.00 each occurrence

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder 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:

- 1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
- 2. 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.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

Pursuant to §292.675 RSMo (enclosed in the laws section) for any work performed after August 28th 2009 the Firm and all Subcontractor(s) shall provide all on-site employees a ten-hour training program which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All such employees are required to complete the program within sixty days of beginning work on such construction project. The Firm shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the Firm or

Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth herein has elapsed. Pursuant to §292.675(4) RSMo the City shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the Firm under the contract. The Firm may withhold from any Subcontractor sufficient sums to cover any penalties the City has withheld from the Firm resulting from the Subcontractor's failure to comply with the terms of this section. If the payment has been made to the Subcontractor without withholding, the Firm may recover the amount of the penalty resulting from the fault of the Subcontractor in an action maintained in the Circuit court in Clay County.

TRANSIENT EMPLOYER

Every transient employer, as defined in Section 285.230 RSMO enclosed in the law section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

- 1. The Notice of Registration for employer withholding issue to such transient employer by the Director of Revenue;
- 2. Proof of coverage for Workers Compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers Compensation; and
- 4. The Notice of Registration for unemployment insurance issued to such transient employer by the Division of Employment Security. "Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMO. enclosed in the law section, be liable for penalty of five hundred dollars (\$500.00) per day until the notices required by this section are posted as required by that statute." (See list of transient employers in Missouri Department of Revenue Form 3032.)

EXHIBIT 1

STATE	OF MISSOURI)
ss COU	NTY OF)
AFFIDA	AVIT
	uired by Section 285.530, Revised Statutes of Missouri) As used in this it, the following terms shall have the following meanings:
<i>J</i> .	YEE: rson performing work or service of any kind or character for hire within te of Missouri.
Any of United authori Securit	AL WORK AUTHORIZATION PROGRAM: the electronic verification of work authorization programs operated by the States Department of Homeland Security or an equivalent federal work zation program operated by the United States Department of Homeland y to verify information of newly hired employees, under the Immigration and Control Act of 1986 (IRCA), P.L. 99-603.
(a) the per circums (b)	NGLY: on acts knowingly or with knowledge, With respect to the person's conduct or to attendant circumstances when son is aware of the nature of the person's conduct or that those stances exist; or With respect to a result of the person's conduct when the person is aware e person's conduct is practically certain to cause that result.
An alie	HORIZED ALIEN: n who does not have the legal right or authorization under federal law to the United States, as defined in 8 U.S.C. 1324a(h)(3).
BEFOR	E ME, the undersigned authority, personally appeared, who, being duly sworn, states on his oath
or affir	mation as follows:
1.	My name is and I am currently President of
	(hereinafter "Firm"), whose
	business

	and I am		
	authorized to make this Affidavit.		
2.	I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.		
3.	Firm is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Firm and the City of Smithville, Missouri.		
1.	Firm does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.		
2.	Attached hereto is documentation affirming Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.		
Further	, Affiant saith not.		
	[Signature]		
	[Printed name]		
Affiant	Subscribed and sworn to before me this day of, 2018.		
	[Notary Public]		
My Con	nmission Expires		

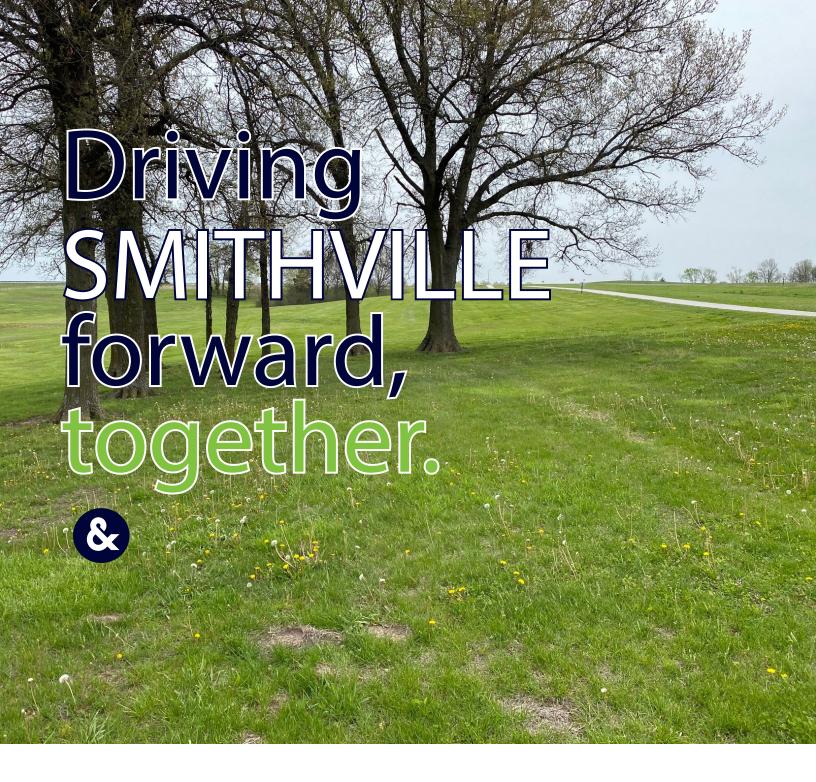
address is ______,

Commissioned in County	n
,	
Commission # _	

PLEASE NOTE:

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

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





STATEMENT OF QUALIFICATIONS FOR ENGINEERING SERVICES

May 4, 2021





City of Smithville Parks and Recreation/Public Works Combined Maintenance Facility and Administrative Offices



Table of Contents

- **1** Statement of Qualifications
- 6 Project References
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- 71 Anticipated Schedule

www.bartlettwest.com





800 E 101st Terrace, Suite 350 Kansas City, MO 64131 www.bartlettwest.com

May 4, 2021

Charles Soules, PE
Director of Public Works
City of Smithville
107 W. Main Street
Smithville, MO 64089

RE: Parks and Recreation/Public Works Combined Maintenance Facility and Administrative Offices

Dear Mr. Soules.

Bartlett & West and WSKF Architects share the City of Smithville's vision for combined facilities for the Parks and Recreation and Public Works Departments. The team assembled for this project understands the complexities involved in creating a practical, functional and secure environment. Some of our team members reside in Smithville, so we have a vested interest in this project's success and we are confident we can provide the needed skills to make this happen.

Your desire to have a functional and practical solution to meet all of your needs is not lost on us. Our approach addresses the City's desire to consolidate Parks and Recreation and Public Works services into one facility. We also understand the importance of increasing space for vehicle storage, staff gatherings and training. In addition, our approach to this project involves evaluating and delivering solutions and alternatives to encourage cost-saving measures, as well as practical amenities that work in harmony with one another.

Using information collected during our visit to the existing facilities and the proposed site locations, along with our discussions with you, we have structured our proposal to focus on three significant aspects:

- · Understand challenges and implement creative strategies
- Provide functional and practical solutions
- · Deliver an efficient and cost-effective plan

Our diverse team brings the needed skills and experience in maintenance facility design, building construction and engineering design while being highly motivated to see this project come to an exceptional conclusion.

We look forward to providing the City with an updated facility for staff and visitors to enjoy for many years to come. Our plan to accomplish this encompasses the necessary steps to address the critical scope of services noted in the RFQ. We will work to provide you with a quality project from start to finish. We believe you will find Bartlett & West and WSKF Architects to be the right team with the knowledge, skillset and enthusiasm needed to help you achieve your vision.

Sincerely,

Darron R. Ammann, PLA, ASLA, LEED AP

Client Manager

darron.ammann@bartwest.com

Drum R. Jamon

(785) 330-7034



Darron's passion for landscape architectural design and land development is both innovative and visionary. He approaches a site plan development, land use master plan, trail, university, commercial or park design with an imaginative flair and an eye to detail. As a Bartlett & West senior project manager, clients value his wide range of knowledge.

DARRON AMMANN, PLA, ASLA, LEED AP

RELEVANT EXPERIENCE

- Northwinds Office and Maintenance Facility, Lawrence, KS
- Douglas County Public Works Facility, Lawrence, KS
- · KDOT Office and Shop Facility, Lawrence KS
- · Riverside Business Park, Lawrence, KS
- KCK Housing Authority Maintenance Facility, Kansas City, KS
- Public Works/Utilities Maintenance Facility, Peculiar, MO
- · New Solid Waste Transfer Station, Lee's Summit, MO
- Murphy Tractor Dealership, Kansas City, MO
- · Johnson Controls Building, Riverside, MO
- Kalmar Industries Addition and Test Track Facility, Ottawa, KS

EDUCATION AND REGISTRATION

B.S., Landscape Architecture, North Dakota State University, 1998

B.S., Environmental Design, North Dakota State University, 1997

Professional Landscape Architect—MO, IA, KS, ND, OK

TECHNICAL SPECIALTIES

- Environmental design
- Streetscape and beautification planning
- Long-range land use master planning
- Commercial, industrial and residential site design
- Site investigation reports



Bill meets the needs of Bartlett & West clients by focusing on communication, scheduling, budget, attention to detail, and quality of service. He brings value to every project team with vast engineering experience in mechanical, electrical and plumbing. His talents have solved challenges for clients in sectors like utilities. telecommunications, institutional, correctional, educational, theatrical, office and residential facilities.

BILL NAEGER, PE, LEED AP BD+C

MECHANICAL, ELECTRICAL, PLUMBING

RELEVANT EXPERIENCE

- · Various Facility Renovations Missouri Veterans Home, Mexico, MO
- Topeka Municipal Building Chiller Improvements, Topeka, KS
- · Municipal Building Renovation, Topeka, KS
- · Office Remodel and Addition Jeffrey Energy Center, St. Mary's, KS
- Variable Frequency Drive Building Nearman Creek Power Station, Kansas City, KS
- · Kramer Food Center Remodel, Manhattan, KS
- MEP Improvements West Hall, Manhattan, KS
- Facility Conservation and Improvement Services, Performance Contract, Topeka, KS

EDUCATION AND REGISTRATION

B.S., Architectural Engineering, Kansas State University, 1984

Professional Engineer—MO, AL, AR, CA, IA, KY, MD, MN, MO, ND, NE, OK, SD, TX and NCEES

LEED BD+C Accredited Professional

TECHNICAL SPECIALTIES

- Project management
- Building lighting and power systems
- Électrical distribution systems
- Heating, ventilating and air conditioning systems
- Plumbing systems and equipment



CASEY COLBERN, PE

CIVIL ENGINEER



EDUCATION AND REGISTRATION

B.S., Civil Engineering, Kansas State University, 2007 Professional Engineer—MO, KS

RELEVANT EXPERIENCE

- · Rising Star Park, Platte, MO
- · Midwest Transplant Network, Westwood, MO
- · Advent Health Shawnee Mission, Overland Park, KS
- KC Food Park (Scavuzzo's) Master Plan, Kansas City, KS

KATELYN WOLF, PLA

LANDSCAPE ARCHITECT



EDUCATION AND REGISTRATION

M.S., Landscape Architecture, Kansas State University, 2017 B.S., Landscape Architecture, Kansas State University, 2015 Professional Landscape Architect—KS

RELEVANT EXPERIENCE

- · Adrian's Island Riverfront Park Design, Jefferson City, MO
- · Legacy Square Plaza Site Design, Grading and Landscape, Ottawa, KS
- · DeSoto Park Master Plan, DeSoto, KS
- Corvias Parks and Trails

MIKE NEUFELD, PE

STRUCTURAL ENGINEER



B.S., Architectural Engineering, Kansas State University, 2007 Professional Engineer—MO, AZ, CA, IN, KS, MI, MN, ND, NE, SD, TX, WI



- · Hill's Pet Nutrition Bulk Unloading Platform, Topeka, KS
- · Oakland Wastewater Treatment Plant Biogas Upgrading, Topeka, KS
- BNSF Newton Car Shop Lunchroom Building, Newton, KS
- · Wastewater Treatment Plant, Sioux City, IA

STEVE MARINO, PLS

SURVEYOR



EDUCATION AND REGISTRATION

A.A.S., Civil Engineering Technology, J. Sergeant Reynolds, 1987 Surveying Career Studies Certificate, John Tyler Community College, 1987 Professional Land Surveyor—MO, CO, KS, VA

RELEVANT EXPERIENCE

- Picerne Military Housing, Fort Riley, KS
- · Holiday Resort, Salina, KS
- Iowa Street, Lawrence, KS
- · 29th Street, Topeka, KS



After joining WSKF
Architects 14 years ago,
Dalyn has built a diverse
portfolio of municipal
facilities and a history of
leading and designing
successful projects.
She excels at working
with clients to define
facility needs, translating
input to cost-effective
design and rigor through
construction. She has
been a WSKF principal
since 2019.

DALYN NOVAK, NCARB, LEED AP

PRINCIPAL ARCHITECT

RELEVANT EXPERIENCE

- · City Maintenance Facility, Sioux Falls, SD
- · Embassy Landscaping Operations/Office Facility, Riverside, MO
- · Public Works Facility/City Hall Assessment, Lake Lotawana, MO
- · Water Utility Maintenance Facility/Warehouse, Aurora, CO
- · Water Utility Trades and Warehouse Building, Aurora, CO
- Public Safety Facility Renovation/Expansion, Riverside, MO
- Tri-County Ambulance Facility, Plattsburg, MO
- Police and Fire Facility Assessment and Design, Maryville, MO
- · City Hall Assessment and Preliminary Design, Maryville, MO
- Fire/EMS Bays/Administration Expansion, Chillicothe, MO
- · Westran FPD HQ & Satellite Facilities, Randolph County, MO
- · Water Treatment Facility, Marshall, MO

EDUCATION AND REGISTRATION

Bachelor of Architecture, Kansas State University, 2006

Registered/Licensed Architect—MO

TECHNICAL SPECIALTIES

- Maintenance facility design
- Design process engagement
- Facility space planning
- Facility cost estimating
- Pre-bid conferences that ensure informed bidders
- Construction observation



Since joining WSKF Architects six years ago James has provided the full range of services on a mix of public and private projects. His role as part of design teams has included determining client goals, developing designs, and producing construction documents. He brings particular depth in a range of maintenance and municipal fleet facilities, equipment needs and operational considerations.

JAMES LUKACOVIC

PROJECT DESIGNER

RELEVANT EXPERIENCE

- Municipal Public Works Facility, Peculiar, MO
- Kansas City Kansas Housing Authority Maintenance Facility, Kansas City, KS
- · Water Utility Maintenance Facility/Warehouse, Aurora, CO
- · Water Utility Trades and Warehouse Bldg., Aurora, CO
- · Embassy Landscaping Facility Renovation, Riverside, MO
- Pinnacle Soccer Training Maintenance Facility, Kansas City, KS
- KDOT Vehicle Inspection Facility, Kansas City, KS
- · Commercial Truck Sales/Services Facility, Kansas City, MO
- Curnow Chrysler Service/Sales Facility, Cameron, MO
- Curnow Chevy/GM Service/Sales Facility Renovation, Cameron, MO

EDUCATION AND REGISTRATION

Bachelor of Environmental Design, Master of Architecture, Montana State University, 2008

Registered/Licensed Architect—MO (Pending)

TECHNICAL SPECIALTIES

- Work truck and equipment access and circulation
- Maintenance facility design
- Maintenance facility equipment needs and layout
- Design detailing
- High-quality construction documents



Bartlett & West

Bartlett & West, Inc. is an S Corporation established in 1951. The management structure of our company has not changed since 1981, when we proudly became an employee-owned company. We are a full-service engineering, surveying and technology company.

Bartlett & West is committed to helping clients like you build **stronger, smarter, more connected infrastructure**.





- Transportation
- Construction Phase
- Design/Build
- Right-of-way
- Survey
- Energy Services
- GIS & Technology

- Landscape Architecture
- MEP
- Planning/Civil/Site
- Rail
- Structural
- Wastewater
- Water

Focus 5 Values: Our Corporate Philosophy

At Bartlett & West, our corporate philosophy for managing projects is built around our "Focus 5" values. These five components lead to a successful project and will provide you peace of mind when selecting Bartlett & West as your trusted partner.

UNDERSTANDING CLIENT NEEDS

We always work to ensure we fully understand our client's vision. We intently listen to your desires and concerns and incorporate them into the design. We take special care in listening and uncovering what our client's want.

ACCESSIBILITY AND RESPONSIVENESS

Accessibility and responsiveness are in our DNA, and we see no issues expediting services as needed or responding promptly to stakeholders.

INTEGRITY

Integrity is the top factor in the loyalty we have earned from the communities we serve. Being honest, reliable and fair to our clients and colleagues enables us to work together to ensure we deliver a quality product on time at a fair price.

QUALITY

At Bartlett & West, we have a Quality Improvement Team dedicated to providing tools, such as our Peer Review Plan, that make us as efficient and high-quality as possible.

PROACTIVE COMMUNICATION

We understand that you expect your partners to regularly communicate with you. We will provide you with monthly project status communications and will be fully transparent at all times. If any unforeseen issues arise during this project, we will proactively notify you as soon as possible.

NOTE: Bartlett & West is not involved in any current or ongoing bankruptcies, litigations or issues of a legal matter.



WSKF Architects –Architecture, Interior Design

Since our founding more than 50 years ago WSKF Architects has earned a reputation for proven project performance in two key areas: design of maintenance facilities and municipal projects. Our portfolio includes parks/public works and maintenance facilities totaling more than \$50 million in recent years. Our municipal work includes projects for many neighboring communities: Kearney, Parkville, Excelsior Springs, Liberty, Gladstone, St. Joseph, Maryville and many others. We bring our expertise, experience and a creative approach to problem solving to each project—all in service of meeting each client's unique needs. The result is maintenance facilities providing functionality, fit within the community, cost effectiveness and durability. Our main office location is at 110 Armour Road in North Kansas City. Our primary contact is principal Dalyn Novak, 816–300–4101, dnovak@wskfarch.com.









PROJECT HIGHLIGHTS

- WSKF Architects-Bartlett & West collaboration
- New facility: 8,400 sq. ft. + 4,800 sq. ft. covered vehicle area
- City documented crew efficiency and productivity improvements after opening
- Recognized in 2020 by APWA KC Chapter as Project of the Year for small cities and rural communities

PROJECT NUMBERS

Project Completion: 2019
Total Cost: \$1.5 million

CONTACT

Carl Brooks (now with City of Harrisonville) Public Works Director (816) 380-8964 cbrooks@ci.harrisonville.mo.us

PUBLIC WORKS/UTILITIES MAINTENANCE FACILITY

Peculiar, Missouri

WSKF Architects, together with engineering partners Bartlett & West, completed site assessments and preliminary planning and design for Peculiar's Public Works operations.

After assessments of three sites, the site plan covered orientation, building outline, access, parking, earthwork and utilities. The resulting 8,400-square-foot facility provides space for six equipment and vehicle bays, a workshop, storage, offices and administrative support and a locker room. An adjacent 4,800-square-foot covered parking structure provides additional bays for plows, trailers, dump trucks, flat beds and other vehicles as well as large storage areas.

To maximize space for the allotted budget, WSKF utilized a preengineered building system for the main structure. A yard area provides material storage bins and other material needs. The facility was completed in early 2019.

Analysis by City leadership has shown the facility has helped improve efficiency and productivity across the public services provided by staff based at the facility.









- WSKF Architects-Bartlett & West collaboration
- Required creative design solutions to address range of space and functional needs
- Includes vehicle maintenance bays, large workshop, offices and supports space
- · Total space: 30,700-square-feet

PROJECT NUMBERS

Project Completion: 2021
Total Cost: \$3.1 million

CONTACT

Anthony Shomin
Director of Facilities Management
(913) 281-3300
tshomin@kckha.org

KCK HOUSING AUTHORITY MAINTENANCE FACILITY

Kansas City, Kansas

The central challenge of this project is converting a former church and recreation building for a new use as a maintenance and storage facility to serve the Kansas City Kansas Housing Authority.

WSKF Architects led a multi-discipline design team to redesign and expand the building to house staff and maintenance operations for one of the largest housing authorities in metro Kansas City.

The existing building is repurposed to house a large carpentry workshop, materials, parts and tools storage, window and screen repair shop, offices and other support functions.

The addition provides space for maintaining and storing about 20 trucks and vehicles and an adjacent hydraulic lift, truck wash bay, work area and vehicle parts inventory. KCKHA staff recondition and store a large volume of household appliances so the addition provides space for repair and testing, storage, parts inventory and cleaning.

The end result is a facility that meets the agency's multi-use needs while helping improve operational efficiency and productivity. The facility includes 14,200 square feet of repurposed space and 16,500 square feet of addition space.









- Access through eight bay doors with space for wide mix of maintenance equipment and vehicles
- · Workshop and large storage area
- Designed for energy efficiency and low operational costs
- Large yard area for storing mix of materials

PROJECT NUMBERS

Project Completion: 2009 and 2019

Total Cost: N/A

CONTACT

Joe Smith Owner (816) 436-4194 jlsmith@embassyll.com

EMBASSY LANDSCAPING HQ/ MAINTENANCE FACILITY

Riverside, Missouri

This new two-story building designed by WSKF Architects for Embassy Lawn and Landscaping was built on the site of an existing building destroyed by a tornado.

The first floor has entry through a total of eight bay doors, space for housing and maintaining the company's large fleet of commercial-grade trucks, mowers and other equipment, a workshop area and storage. The facility also includes offices and support space for design staff and other Embassy business functions. The project totals 33,500 square feet on two floors.

The building is situated along the Missouri River and in an area that flooded in the past so the design includes special flood-resistant elements. Special insulation, high-efficiency lighting and controls and other elements make the facility energy- and resource-efficient.

In 2019 WSKF designed renovated spaces for a reception area, offices and a large training/event space.





- Study focused on consolidating staff and equipment from multiple facilities
- Efficient consolidation of operations in a single facility
- Includes vehicle/maintenance space, office and support functions and yard area
- · Size: 34,702 sq. ft.
- · Includes sustainable design elements

PROJECT NUMBERS

Project Completion: 2019

Total Cost: N/A

CONTACT

Neil Holman Parks Director (913) 742-6446

nholman@cityofshawnee.org

PARKS DEPARTMENT FACILITY STUDY AND DESIGN

Shawnee, Kansas

The City of Shawnee and Shawnee Parks & Recreation Department turned to WSKF Architects to complete a study focused on replacing the department's administrative offices, maintenance facilities and maintenance yard. The study also addresses the consolidation of other parks facilities located throughout the community.

WSKF Architects and engineering partners met with Parks & Recreation leadership and staff to define space requirements, needed facility functionality and assessment of a proposed site. The result is proposed buildings and other functions grouped on a single site for greater operational efficiency.

The WSKF-led team developed floor plans, elevations, a site plan and worked with a general contractor to develop costs for the buildings, site development and other aspects of the new complex.

The resulting study and preliminary designs balance the City's operational facility needs with goals of responsible and sustainable development through features such as harvesting and storing rainwater runoff for reuse on the site.









- New maintenance facility with offices for apartment developer
- Multiple storage rooms for parts and equipment
- · On-site vehicle washing

PROJECT NUMBERS

Project Completion: 2017
Total Cost: \$1 million

CONTACT

Steve George Owner (785) 766-0011

NORTHWINDS APARTMENTS OFFICE AND SHOP MAINTENANCE FACILITY

Lawrence, Kansas

Bartlett & West worked closely with an apartment developer and his chosen architect to create a new main office and maintenance facility in Lawrence, Kansas.

Bartlett & West was responsible for all project management directly with the client and also directed civil engineering, surveying and landscape architectural services. The owner worked directly with designers at Bartlett & West to create a variety of conceptual ideas for effectively providing site layout and design on the property, both to handle his current needs for this new office and maintenance facility, but also provide open space for another potential building on the property in the future.

Existing neighborhood residents abutted one side of the property, so creative measures for screening and storm water drainage and management were extremely important on the project. Working directly with the client, a berm, a detention pond and a variety of site grading options were developed to both meet the code requirements for city approval and also fit into a tight budget being managed by the owner.

Bartlett & West was responsible for completing the site plan approval process which required layout, grading, utility connections, storm water management, erosion control, landscaping and a variety of other code compliant elements. Unique site lighting was provided around the project to match other facilities currently owned and managed by this property owner. It was important to the owner that a comprehensive and similar look be achieved by this new facility while tying into the other properties around the community.

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- New maintenance facility with offices for KDOT officials and Highway Patrol
- On-site gas pumps
- Exterior storage bays

PROJECT NUMBERS

Project Completion: 2016
Total Cost: \$1 million

CONTACT

Jaci Vogel, PE
District One Maintenance Engineer
Kansas Department of Transportation
121 SW 21st Street
Topeka, KS 66612
office (785) 296-0309
Jaci@ksdot.org

OFFICE AND SHOP MAINTENANCE FACILITY

Kansas Department of Transportation Lawrence, Kansas

Bartlett & West worked closely with Kansas Department of Transportation (KDOT) officials and their designated architect to create a new District One maintenance facility in Lawrence, Kansas.

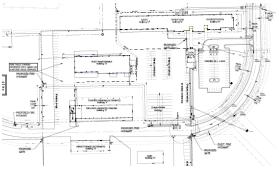
The project consisted of two maintenance bays, a variety of small offices, exterior storage bays for equipment, on-site truck parking and new on-site fueling areas for vehicles. The project was located in close proximity to a new Douglas County Kansas Public Works Facility, so both entities could maximize maintenance usage in the area and share some amenities, such as fuel, road salt, etc.

Bartlett & West led all project management directly with the client and was also responsible for civil engineering, surveying and landscape architectural services. These services included final platting the property, completing the site plan process, which requires layout, grading, utility connections, storm water management, landscaping and a variety of other code compliant items.

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- Five new building facilities
- Incorporation of various stormwater best management practices on-site
- · LEED certification design methods

PROJECT NUMBERS

Project Completion: 2014 (design)
Total Cost: \$11-12 million

CONTACT

Chad Voigt Engineering Division Manager Douglas County Public Works (785) 832-5293

DOUGLAS COUNTY PUBLIC WORKS FACILITY

Douglas County Public Works Lawrence, Kansas

Bartlett & West was responsible for all civil and structural engineering, which included site layout and site planning, landscape architecture and stormwater management for the Douglas County Public Works facility, located in the City of Lawrence, Kansas.

The project consisted of five new buildings, large vehicle parking and storage lots along with numerous new utility installations and upgrades on the 43-acre property.

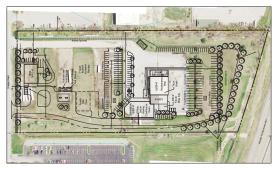
The Public Works Department had many equipment and storage requirements and a commitment to incorporate best management practices for storm water. With two existing detention basins, the design team utilized native grasses to address both storm water and long-term maintenance concerns.

The Bartlett & West team assisted in the project's goal to achieve LEED certification by providing native and xeriscape plantings that require no permanent irrigation.

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- 5,100-square-foot facility
- Numerous layout alternatives with detailed cost analysis for multiple phases
- Multiple disciplines of services provided by Bartlett & West

PROJECT NUMBERS

Project Completion: 2015
Total Cost: \$3 million

CONTACT

Kathy Richardson Solid Waste Manager City of Lawrence 6 E 6th Street Lawrence, KS 66044 (785) 832-3032

HOUSEHOLD HAZARDOUS WASTE AND SOLID WASTE FACILITY

Lawrence, Kansas

Bartlett & West was able to provide multiple engineering services in conjunction with the City of Lawrence and an architectural partner in the design effort for a new household hazardous waste facility in Lawrence, Kansas. Bartlett & West was responsible for site surveying, property platting, mechanical, electrical, plumbing, civil, landscape architecture and structural design of the new 5,100-square-foot facility.

Bartlett & West also worked closely with the owner to come up with multiple phasing options and design alternatives to create a complete site master plan for a long-term solid waste facility in a future Phase 2 element pending funding. During the design process all team members provided various cost estimates for construction to keep the overall plan within a tight budget and on schedule.

City of Lawrence has a new household hazardous waste facility that meets their day to day needs and provides a crisp and unique experience for all residents of the community.

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Additional Projects



Bartlett & West Projects

Woodend II Building

Edwardsville, Kansas

Johnson Controls Building

Riverside, Missouri

ALCAN Building Addition

Shelbyville, Kentucky

Kalmar Industries Addition and Test Track Facility

Ottawa, Kansas

Central Fiber Facility

Wellsville, Kansas

New Solid Waste Transfer Station

Lee's Summit, Missouri

Murphy Tractor Dealership

Kansas City, Missouri

Group IV Industrial Building Improvements

Lawrence, Kansas

Classic Eagle Distributors

Lawrence, Kansas

Victory Chrysler-Jeep-Dodge-Ram Auto Dealership

Kansas City, Kansas

Victory Ford Auto Dealership

Kansas City, Kansas

Pretzels, Inc. Manufacturing Facility

Lawrence, Kansas

WSKF Architects Projects

Water Utility Maintenance Facility/

Warehouse

Aurora, Colorado

Water Utility Trades Facility/Warehouse

Aurora, Colorado

Kansas Forest Service Maintenance

Facility Preliminary Design

Manhattan, Kansas

Owasso Public Safety Maintenance Facility

Owasso, Oklahoma

Kalmar Industries Facility Renovation

Ottawa, Kansas

Pinnacle Soccer Development Center Grounds

Maintenance Facility

(design consultant to Populous)

Kansas City, Kansas

Commercial Truck Maintenance Facility Preliminary

Design

Kansas City, Missouri

School District Transportation &

Maintenance Facility

Excelsior Springs, Missouri

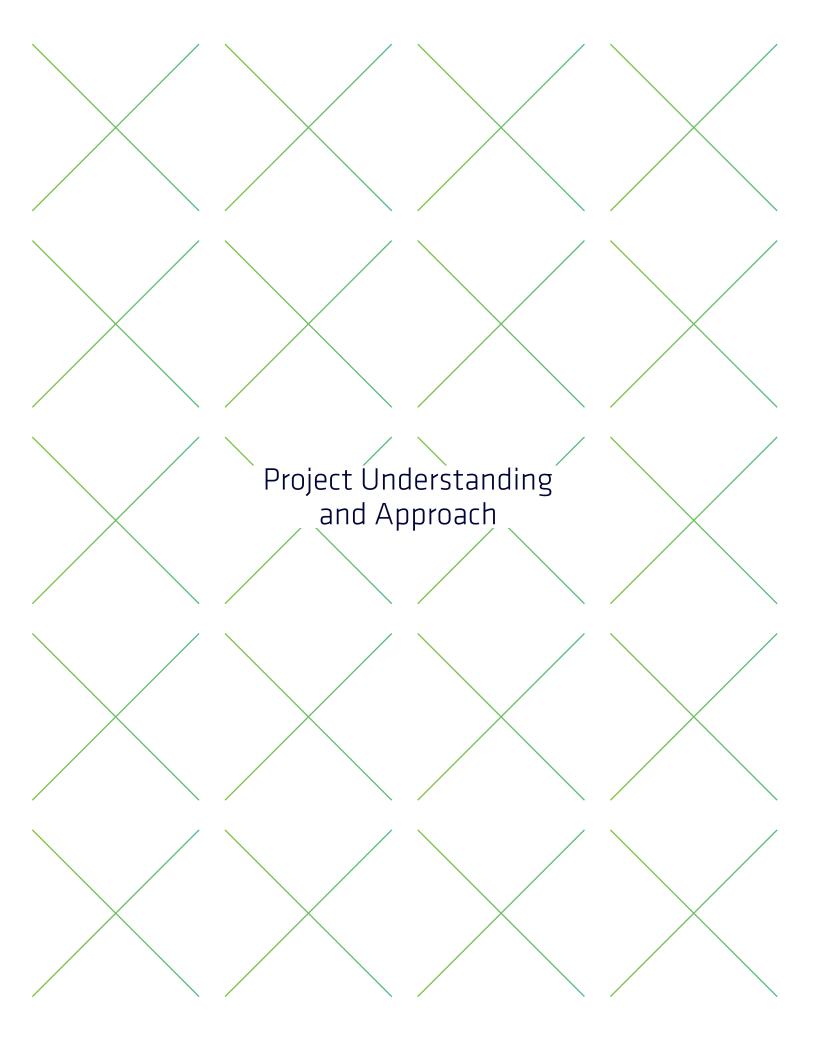
SEK-CAP Transportation & Maintenance Facility

Girard, Kansas

MACK Truck Facility

Kansas City, Missouri





INTRODUCTION

The selection of a consultant to plan and design a new solid waste facility for the City of Smithville is an important decision for the community. We know the City of Smithville seeks a highly qualified team for planning and designing the proposed Parks and Recreation and Public Works maintenance/office facility. Our team has the experience to meet Smithville's critical needs for facility design expertise to balance functionality, cost-effectiveness and best practices. Our team will take a rigorous and objective approach to facility needs and space requirements, develop a design tailored to Smithville's operational needs and develop a cost estimate that can be used with confidence. Bartlett & West's Darron Ammann, PLA, ASLA, LEED AP and WSKF Architects principal Dalyn Novak, NCARB, LEED AP will lead our team in close collaboration with the rest of the Bartlett & West engineering team. The result will be a facility that delivers enduring value to the Smithville Parks and Recreation and Public Works Departments, City leadership and the residents you serve.

Our proposal highlights the three areas that will help the City of Smithville achieve their goals:

- Understand challenges and implement creative strategies
- 2. Provide functional and practical solutions
- 3. Deliver an efficient, cost-effective plan

UNDERSTAND CHALLENGES AND IMPLEMENT CREATIVE STRATEGIES SITE DUE DILIGENCE

We are committed to understanding every facet of the existing properties and their surrounding needs using thorough site investigation, research and City staff knowledge. We understand the importance of uncovering and evaluating key issues and site constraints early in the process.

Our combined design team has already visited the existing buildings and site locations to establish a preliminary understanding of both opportunities and challenges that exist at the various locations. We have taken note of the various unique opportunities for access, securing or vehicular storage to take advantage of existing situations. We have also taken note of the locations that may pose challenges with existing terrain or utility service that will need further vetting prior to a final design. We believe in the

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long-term value of performing due diligence before a project begins. All of these items combined will be investigated and discussed to propose a long-term solution that best meets the needs of the City.

We take a practical approach to sustainable design with a focus on balancing functionality, durability, maintenance and long-term costs. Our approach will be to integrate such elements into the design review process so the City can make informed decisions in terms of balancing such goals and the budget. Bartlett & West and WSKF Architects will assess building materials, insulation, windows, lighting, HVAC and other building systems to support the City's intent.

PRELIMINARY DESIGN

Our team will complete the programming, space planning, floor plan and site layout. We will make sure all City requirements for the formal planning and permitting process are met, as well as leave an opportunity for needed Board of Alderman review and integration of any feedback. We also understand that a review by the U.S. Army Corps of Engineers is required.

DESIGN COMPLETION, CONSTRUCTION DOCUMENTS AND BIDDING

With the City staff and elected leaders' input addressed, the design team will proceed with progressive design through schematic design, design development and full construction documents. Another critical area of focus in our approach is sharing insight and details about the design and project with

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contractors to ensure bidders leave the pre-bid meeting with a common understanding of the project, design, schedule and City standards and expectations. Once bids are in, Darron Ammann will provide a detailed bid tab summary with base bids, alternates and analysis so the design team and City stakeholders can make an informed selection.

PROVIDE FUNCTIONAL AND PRACTICAL SOLUTIONS

In order to provide a design solution that will differentiate itself from the competition, it needs to be creative, practical and most importantly, functional. Being functional means that it can facilitate the day-to-day and month-to-month needs for a fully-operational maintenance facility. Here is how we propose to do that:

COLLABORATIVELY WORK WITH CITY STAFF

Collaboration within our team and with City stakeholders is at the heart of how we work. In terms of our work with the City, it begins with a seemingly simple concept: listening. Our interaction with Smithville will take many forms: planning meetings, meeting summaries, outstanding issues discussions and resolution, schedule, cost updates and document sharing.

Our collaboration with the City will focus on these key areas:

- Ensuring the design stays aligned with the functional and operational needs of the Parks and Public Works Departments.
- Context in terms of functionality, durability, cost implications and other factors across a range of topics to ensure the City is able to make informed decisions throughout the process.
- Keeping you informed of schedule and cost status through focused discussions of issues with significant implications for either.

Our team offers significant expertise in planning and designing maintenance facilities, but your project will only be successful with a team that truly listens to your input and values it in the design process. Only your Parks and Public Works leaders, front-line personnel and City leaders understand the philosophy and day-to-day operational functions and issues your departments face. We view insights and input from the Parks/Public Works and other professionals as a vital element of our approach and key to elevating the design so the finished facility supports and serves the needs of both departments.

FACILITY CONSIDERATIONS

- · Overall space needs and facility configuration
- · Bay space, size adequacy
- Maintenance equipment needs
- Operational efficiency
- Workplace safety and wellness (risk assessment in work environment, addressing vehicle exhaust in bays)
- Administrative and support functions
- Facility infrastructure (HVAC, backup generator)
- Facility security
- Storm shelter to accommodate Parks and Public Works staff
- Energy/resource efficiency

SITE CONSIDERATIONS

- · Overall site layout
- Equipment/vehicle access and circulation
- Stormwater management
- Placement and layout of materials yard area
- · Site security

FOCUS ON FUNCTIONALITY, FIT AND DURABILITY

During meetings and design reviews, we carefully document discussion and input in narrative and annotated plans. We will distribute meeting summaries, revised plans and other related material to Smithville stakeholders. We will explain how input has been incorporated or explain why an alternative that accomplishes the same goal was used. The Bartlett & West team's approach to completing the facility design will focus on functionality, fit and addressing both departments' needs and operational concerns. Design decisions will be assessed for how they meet Smithville's overall goals and meet best practices in design of maintenance facilities.

We will address:

- Space planning for current and long-term equipment and Parks/Public Works staff needs
- Design that supports the day-to-day operational and maintenance needs of your departments and your staff

- Analysis and integration of feedback and insights from your Parks/Public Works and City staff regarding facility performance. Darron Ammann and Dalyn Novak will lead this critical task.
- The full range of Parks and Public Works-related tasks that the facility will support with a focus on staff efficiency and productivity

KEEP PLANS ALIGNED WITH YOUR GOALS AND NEEDS

Our approach will include engaging your project committee to gain an in-depth understanding of what is and is not functional and working in your current facilities. We will engage your committee in further defining space needs for the full range of Parks/Public Works functionality. Our team will create a Smithville-specific document that defines needs for all spaces and functions, all vehicles and equipment to be housed at the facility, number of staff and job functions. The space requirements will get translated into a preliminary floor plan from WSKF Architects and site layout by Bartlett & West.

This stage of the design process is crucial in that the team will take the City through a process to critically "test" the design for its alignment with your goals and facility needs. Does the facility meet your short- and long-term space needs? Does the layout support your functions and workflow? Does it create a safe and secure work environment? Does it provide for future flexibility?

REVIEW ALL OPTIONS AND CONFIRMING UNIQUE SOLUTIONS TOGETHER

An active example of the collaborative design process is the mini-design charrette. Our team will use it to engage any internal key stakeholders in the collection of ideas and recommendations.

This will be to review initial building and site concept layouts and will incorporate ways to provide alternative creative solutions, such as alternative pavements or storm water management solutions. We will seek alternatives that can be both functional and practical, while potentially helping to minimize construction costs in some areas.

If desired, we can incorporate the utilization of three-dimensional (3D) rendering software to allow everyone to visualize the future development of the new maintenance building and proposed property.







Conceptual rendering examples to help convey what your future facility may look like when completed.

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As a result of implementing these steps, the following will be accomplished:

- We have the ability to quickly compose multiple 3D models and fly-throughs of the space within the time-frame of a meeting.
- Individuals not accustomed to reading site plans will have a more visual means to envision proposed ideas, thus facilitating design communication.
- We will minimize the possibility of miscommunication, thereby keeping everyone included in regular communication and using our time effectively.

At the conclusion of the design process, we will provide City staff with a copy of the proposed building and land-use master plan fly-through outlining what it could look like in the next 10 or 15 years and possibly even farther into the future.

Given our previous project experience with building programming and land-use master planning, the Bartlett & West and WSKF Architects team understands that any remaining development will not happen overnight and will likely occur in additional specific phases during the coming years. Our design team will work to identify any other specific projects that may be grouped into future phases that will work to achieve the vision for the new facility. As we identify these phases, we will take into consideration current construction costs and spatial priorities, and will consult City staff to assemble a remaining phasing plan that is aligned with the priorities of the City.

DELIVER AN EFFICIENT, COST-EFFECTIVE PLAN VALUE AND COST CONTROL

The project kickoff will have included a detailed discussion about the project master budget and what is included—site development, soft costs, furniture and equipment, design fees, construction costs, etc. Our approach is that project cost control begins with a full understanding of the budget. As the design is more fully developed, we will work with the project committee to develop a preliminary cost estimate. Our earlier discussion about the City's priorities regarding first costs vs. long-term costs will guide this process.

Feedback on priorities will guide the design team on all aspects of the project and how to allocate the budget to best address the City's goals.

Initial construction costs are not the only consideration when it comes to the development of maintenance facilities. Over the life of the building, issues such as energy usage, repairs and maintenance, and premature building obsolescence can greatly exceed initial construction costs. That is why the Bartlett & West team will provide analysis and recommendations about building systems and materials, equipment and other project elements that we believe will deliver the best value over the long-term.

Smithville will benefit from a relentless design team willing to go that extra step to ensure quality, accuracy and timeliness for staying on task and on schedule. Bartlett & West and WSKF Architects is that team. We know every

dollar matters, not only to individuals, but to the community and the City of Smithville is no exception.

Identifying functional and practical engineering solutions to accomplish project goals with accurate and reliable data, as well as continuing to move the project forward in a timely fashion, will be important not only in the initial stage of ground-breaking development, but with every planned phase of construction.

We will balance effective design solutions with cost-consciousness through the following steps:

ACCURATE CONSTRUCTION ESTIMATING

In order for any project to get started, funding needs to be available to support and construct the proposed design. Some projects get delayed for weeks or even months because inappropriate construction costs were provided during land-use master planning or design. We will deliver accurate cost estimating by:

- Using Bartlett & West's very recent local experience in both road and infrastructure design and our involvement with everyday site development construction projects throughout the region. We will deliver reliable and ontarget cost estimates for every idea, product or material top to bottom.
- Employing research-proven, cost-effective construction solutions and obtaining up-to-the-minute construction prices.
- Implementing past experience from design and planning projects and providing the necessary research to enable this project to come in on budget.

The benefits can easily be identified when putting Bartlett & West's past phasing and construction estimating experience and use of existing site infrastructure to the test. Having current price quotes from local contractors and material suppliers provides a sense of comfort when clients need to firm up the budget.

We have utilized design matrix decisions on several of the projects spotlighted in this proposal. Our expertise is backed by recent and intimate knowledge of the numerous types of building and design projects and related construction costs. We research, investigate and thoroughly evaluate and compare products and materials to facilitate solid critical design decisions so your project stays on schedule and on budget. Seemingly simple choices like seeding versus sodding for bare ground or concrete versus asphalt for roadway paving can significantly impact your bottom line. We have a proven history of designing to match the client's vision while using materials that stayed within budget.

IMPLEMENT DESIGN MATRIX DECISION-MAKING

The use of a design matrix tool offers multiple benefits for any project that involves various design and cost alternatives. It helps gain staff and community buy-in. It enhances the decision-making process for all involved. It minimizes confusion by helping keep everyone involved in the design and cost alternatives process on the same page. It is also an excellent tool in making decisions about material choices. One example includes the consideration of concrete or asphalt for parking surfaces. We plan to implement design matrix decision-making by:

	Project	Safety	Pedestrian	Aesthetics	Route	Long-term	Fit with	Maintenance	Total
	Cost		Access		Continuity	maintenance	Existing	of Traffic during	Points
								Construction	
Whighing factor		5.0	4.0	3.5	4.0	4.0	3.0	3.0	
Possible points		0-5	0-3	0-4	0-3	0-4	0-3	C-4	100.0
Alternates									
. Remove and Replace Ex. Pvmt.									
a. Contrele Pavement	\$3,000,000	3	0	3	1	3	3	4	62.5
b. Asphaltic Pavement	\$2,200,000	3	0	3	1	2	3	2	52.5
New 4-lane Section									
a. Concrete									
i. Sidewalk and red path	\$4,200,000	3	3	3	1	4	1	4	72.5
ii. Sidewalk (one side)	\$3,400,000	3	2	3	1	4	2	4	71.5

Employing the decision-making matrix tool assists in determining the right materials.

- · Utilizing a proven tool to facilitate decision making when various City staff and the design team are all gathered in one room.
- · Considering all facets of each design situation to make a solid decision based on immediate short-term costs versus possible long-term maintenance and cost implications.
- · Working through obstacles to find a resolution.

INVOLVE ADDITIONAL "QUALITY CONTROL" PERSPECTIVES

We intend to bring in key individuals to review project documents at critical intervals (i.e., two or more times) to ensure important details or other value engineering ideas are not overlooked. Once the design team has coordinated the necessary project documents, or prior to any future bid-letting of possible design or infrastructure documents, we will utilize our Peer Review program. The Peer Review program enables professionals within our design team, but largely outside the day-to-day project work, to review documents at critical project intervals with an eye for clarity, discrepancies, errors and omissions.

A licensed civil engineer and a member of Bartlett & West's delivery leadership will conduct a peer review on the land use master plan and any potential civil construction documents and provide an additional level of quality control. Additionally, the same will be done for the building components on the WSKF Architects side by a registered architect principal within the firm, hand-in-hand with other disciplines, such as MEP and structural engineering.

By actively engaging all of our design professionals together as a solid team, we are confident we can provide from surveying to data collection, to building design and site construction documentation and review—we are confident we can provide you with an accurate and successful maintenance building and site master plan project from start to finish.

STAYING ON-TASK AND ON-SCHEDULE

The Bartlett & West team understands the importance of developing a schedule and sticking to it. More specifically, in regard to the development of the overall master plan, we understand that budget constraints will make it even more necessary to establish a specific timeline. Should we have the opportunity to be involved in the development of this project, we will work directly with City staff to produce a definitive schedule in accordance with all other future City of Smithville calendars.



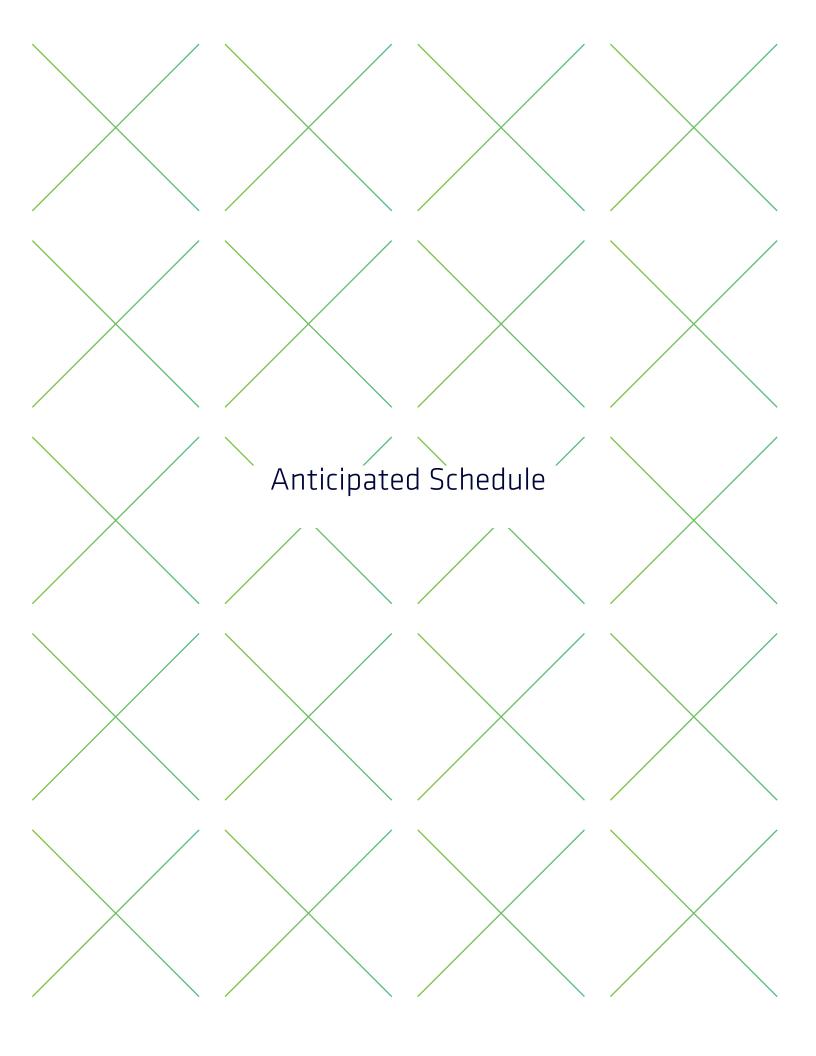
By understanding the challenges, implementing creative strategies, providing functional and practical solutions and delivering an efficient and cost-effective plan for a new maintenance facility, we stand ready to help the City of Smithville achieve their vision.

ACHIEVE THE VISION

During the planning and design for the new Parks and Recreation/Public Works facility, the team of Bartlett & West and WSKF Architects will work to set the foundation and provide strong continuity throughout the project. We look forward to assisting the City of Smithville in their effort to develop future property into a creative and functional land use master plan that provides a fantastic facility for area residents, businesses and City staff. By understanding the challenges, implementing creative strategies, providing functional and practical solutions and delivering an efficient and cost-effective plan for a new maintenance facility, we stand ready to help the City of Smithville achieve their vision.

www.bartlettwest.com

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Schedule

The Bartlett & West and WSKF Architects team has both the availability and resources to hit the ground running on the project along with meeting your targeted schedule of having a preliminary budget on or before August 15th, 2021. Below is a preliminary outline of targeted events in order to meet your schedule. A formal schedule of tasks, meetings and presentations would be further refined directly with you during our steering committee kick-off discussion to coordinate all time frames.

JUNE 1ST

Under contract

JUNE 4TH
Steering committee kick-off discussion

WEEK OF JUNE 7THTeam facility visits/Space programming exercise

WEEK OF JUNE 14THEstablishing programming elements/Site due diligence

WEEK OF JUNE 21ST

Preliminary concept building and site planning options (multiple)

WEEK OF JUNE 28THPresentation of site/building options to steering committee

EARLY JULYFeedback received and refinement of preliminary building and site options into "preferred building and site option"

MID-JULY
Start construction

LATE JULY
Feedback received and adjustments to "preferred building and site option" with high level cost

EARLY AUGUST

Deeper dive into cost estimating of "final building and site option"

ON OR BEFORE AUGUST 15TH

Presentation of cost estimate and "final building and site option" for placement in 2022 budget considerations

Design development phase

Construction document phase

Bidding/negotiation

Authorization of contract with general contractor

TBD
Start construction

TBD

BARTLETT & WEST, INC. 2021 SCHEDULE OF HOURLY CHARGES Effective January 1, 2021

	XI \$230.00	Right-of-Way Technician VI	\$125.00
	X 215.00	Right-of-Way Technician V	113.00
	IX 200.00	Right-of-Way Technician IV	103.00
	VIII 188.00	Right-of-Way Technician III	93.00
Engineer	VII 175.00	Right-of-Way Technician II	82.00
Landscape Architect —	VI 160.00	Right-of-Way Technician I	72.00
Architect	V 150.00	Right-of-way rechinician i	72.00
Architect	IV 138.00	GIS Coordinator IX	\$230.00
			215.00
		GIS Coordinator VIII GIS Coordinator VII	205.00
	II 118.00		
	I 105.00	GIS Coordinator VI	190.00
		GIS Coordinator V	180.00
Engineering Technician XI	\$190.00	GIS Coordinator IV	170.00
Engineering Technician X	158.00	GIS Coordinator III	155.00
Engineering Technician IX	143.00	GIS Coordinator II	140.00
Engineering Technician VIII	129.00	GIS Coordinator I	130.00
Engineering Technician VII	117.00		
Engineering Technician VI	109.00	GIS Developer/DBA V	\$175.00
Engineering Technician V	102.00	GIS Developer/DBA IV	160.00
Engineering Technician IV	95.00	GIS Developer/DBA III	150.00
Engineering Technician III	85.00	GIS Developer/DBA II	140.00
Engineering Technician II	75.00	GIS Developer/DBA II GIS Developer/DBA I	130.00
Engineering Technician I	65.00	GIS Developel/DBA I	130.00
Engineering recrimican i	05.00		
Cumrovor V	¢100.00	GIS Analyst V	\$139.00
Surveyor X	\$190.00	GIS Analyst IV	129.00
Surveyor IX	175.00	GIS Analyst III	119.00
Surveyor VIII	160.00	GIS Analyst II	109.00
Surveyor VII	142.00	GIS Analyst I	99.00
Surveyor VI	130.00	, , , , ,	
Surveyor V	117.00	070 7 1 1 1 71	100.00
Surveyor IV	105.00	GIS Technician IV	\$99.00
Surveyor III	95.00	GIS Technician III	89.00
Surveyor II	85.00	GIS Technician II	79.00
Surveyor I	75.00	GIS Technician I	69.00
Survey Technician VIII	\$135.00	Project Coordinator III	128.00
Survey Technician VII	120.00	Project Coordinator II	118.00
Survey Technician VI	105.00	Project Coordinator I	105.00
Survey Technician V	92.00		
Survey Technician IV	82.00	Systems Analyst	\$170.00
Survey Technician III	73.00	Systems Administrator	125.00
Survey Technician III	66.00	Systems Technician	85.00
Survey Technician I	60.00		
Survey recrimician i	00.00	Administrator VI	\$135.00
		Administrator V	120.00
Construction Eng. Tech IX	\$165.00	Administrator IV	103.00
Construction Eng. Tech VIII	150.00	Administrator III	89.00
Construction Eng. Tech VII	138.00	Administrator II	78.00
Construction Eng. Tech VI	128.00	Administrator I	70.00
Construction Eng. Tech V	118.00		
Construction Eng. Tech IV	104.00		.== 00
Construction Eng. Tech III	92.00	Administrative Technician V	\$77.00
Construction Eng. Tech II	82.00	Administrative Technician IV	70.00
Construction Eng. Tech I	72.00	Administrative Technician III	62.00
-3 acadi. Liigi 100111	72.00	Administrative Technician II	57.00
Right-of-Way Specialist IV	\$208.00	Administrative Technician I	50.00
Right-of-Way Specialist III	165.00		
Right-of-Way Specialist II	143.00		
Right-of-Way Specialist I	127.00		
raght of way opecialist I	127.00		



110 Armour Rd North Kansas City, MO 64116 p. 816.300.4101 wskfarch.com

Standard Hourly Billing Rates - 2020-2021

<u>Principals</u>					
	Managing Principal	\$160.00/hr.			
	Principal	\$120.00/hr.			
	Marketing Director	\$90.00/hr.			
Arc	chitects / Designers				
	Project Manager	\$115.00/hr.			
	Senior Project Architect	\$105.00/hr.			
	Project Architect	\$95.00/hr.			
	Senior Project Designer	\$90.00/hr.			
	Architect	\$85.00/hr.			
	Project Designer	\$80.00/hr.			
	Designer	\$70.00/hr.			
Inte	erior Designers				
	Senior Interior Designer	\$80.00/hr.			
	Interior Designer	\$70.00/hr.			
	Assistant Interior Designer	\$60.00/hr.			
Professional Support					
	Accountant	\$80.00/hr.			
Cle	<u>erical</u>				
	Clerical	\$65.00/hr.			

DRIVING COMMUNITY & INDUSTRY FORWARD, TOGETHER

Bartlett & West

800 E 101st Terrace, Suite 350 Kansas City, MO 64131

www.bartlettwest.com

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Board of Alderman Request for Action

MEETING DATE: 7/19/2021 **DEPARTMENT**: Parks and Recreation

AGENDA ITEM: Resolution 941, Bid No. 21-16 Campground Electrical Upgrade

RECOMMENDED ACTION:

A motion to approve Resolution 941 awarding Bid No. 21-16 to Mr. Electric for a campground electrical upgrade project in an amount not to exceed \$75,000.

SUMMARY:

Completion of electrical upgrades at the campground have been identified as a need. Earlier this summer, the Board reviewed use of additional fund balance available due to tranfer of CARES fund reimbursement for public safety costs. At that time it was determined to use \$75,000 of those funds to complete this project. This work would address the northwest main breaker to accommodate the remaining 31 non-upgraded campsites to 50-amp, 30-amp, 20-amp capacity.

Four bids were submitted:

Mr. Electric – \$63,020.83 Pro Circuit Inc. - \$82,914.35 Max Electric - \$97,665 Citadel Electric - \$119,300

Staff recommends award of bid to Mr. Electric, the lowest and best bid.

PREVIOUS ACTION:

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

The budget amendment earlier on this agenda provides funding authority for this project.

ATTACHMENTS:	
□ Ordinance	☐ Contract
□ Resolution	☐ Plans

☐ Staff Report	☐ Minutes

RESOLUTION 941

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MR. ELECTRIC FOR THE CAMPGROUND ELECTRICAL UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$75,000.

WHEREAS, the FY2021 Budget includes funds to increase electrical capacity at Smith's Fork Campground, 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 #21-16 is hereby awarded to Mr. Electric and the Mayor is authorized and directed to enter an agreement with Mr. Electric for a campground electrical upgrade project in an amount not to exceed \$75,000

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 19th day of July 2021.

Damien Boley, Mayor
ATTEST:
Linda Drummond, City Clerk

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

RFP # 21-16 Campground Electrical Upgrade

I, Billy L Muessig , hereby (Agent Submitting RFP)	representing
M El	ave read and reviewed the attached specifications.
I state the hereby offer meets or exceeds all re- required information must be attached.	quirements. Please note that Exhibit 1 and all other
Mr Electric Company Name	Authorized Person (Print)
201 S Commerical Ave Address	Dille 2 Mussas Signature
Smithuille MO 64089 City/State/Zip	Title
816-532-4441 Telephone	7/8/21 Date
45-5230576 Tax ID No.	B. 11, M@ yourkeelectrician, com E-Mail Address
State the name, address and telephone number Contractor has performed similar Service within	r of not less than three (3) customers for whom the the last two (2) years:
Sm, Maulle Parks	
The above said Company shall provide the material requested for the goods and services of RFP #2	erials and services clean up, and insurance 21-16 for a cost to the City of Smithville as follows:
Item Description	Rid Price

Campground Electrical Upgrade

\$ 63020.83



U5200-XL-75



Appears In:

Georgia/Alabama Area

Unmetered Small Closing Plate TT30 1450 520GR Single Pedestal Direct Bury

SPECIFICATIONS

Brand Name Milbank

Type Unmetered Power Supply

Special Features Single Pole 20 Ampere Breaker and Single Pole 30

Ampere Breaker and Double Pole 50 Ampere Breaker

Application RV Power

Standard UL Listed; Type 3R

Voltage Rating Up to 240 Volts Alternating Current

Amperage Rating 125 Continuous Ampere

Phase 1 Phase

Frequency Rating 60 Hertz

Size 5.188L x 8.688W x 64.5H

Number of Main Breakers 3

Main Breaker Size One Single Pole 20 Ampere Breaker and One Single

Pole 30 Ampere Breaker and One Double Pole 50

Ampere Breaker

Cable Entry Underground

Terminal Double Mechanical

Insulation Glass Polyester

Mounting Pedestal

Material G90 Galvanized Steel with Powder Coat Finish

Number of Jaws 0 Terminals

Bypass Provision No Bypass

Number of Meter Positions Single Power Head

Equipment Ground 2 Barrel Ground Lug and Ground Bar

Hub/Closing Plate Small Closing Plate

Line Side Wire Range 6 AWG - 350 kcmil

Number Branch Circuits 2

Number Of Receptacles 3

Receptacle Configuration One NEMA 14-50 and One NEMA TT30 and One

NEMA 5-20 Ground Fault

Height 64.5 IN

Length 5.188 IN

SPECIFICATIONS

Width

8.688 IN

Please consult serving utility for their requirements prior to ordering or installing, as specifications and approvals vary by utility and may require local electrical inspector approval. All installations must be installed by a licensed electrician and must comply with all national and local codes, laws and regulations. Milbank reserves the right to make changes in specifications and features shown without notice or obligation.

EXHIBIT 2

Campground MAP:

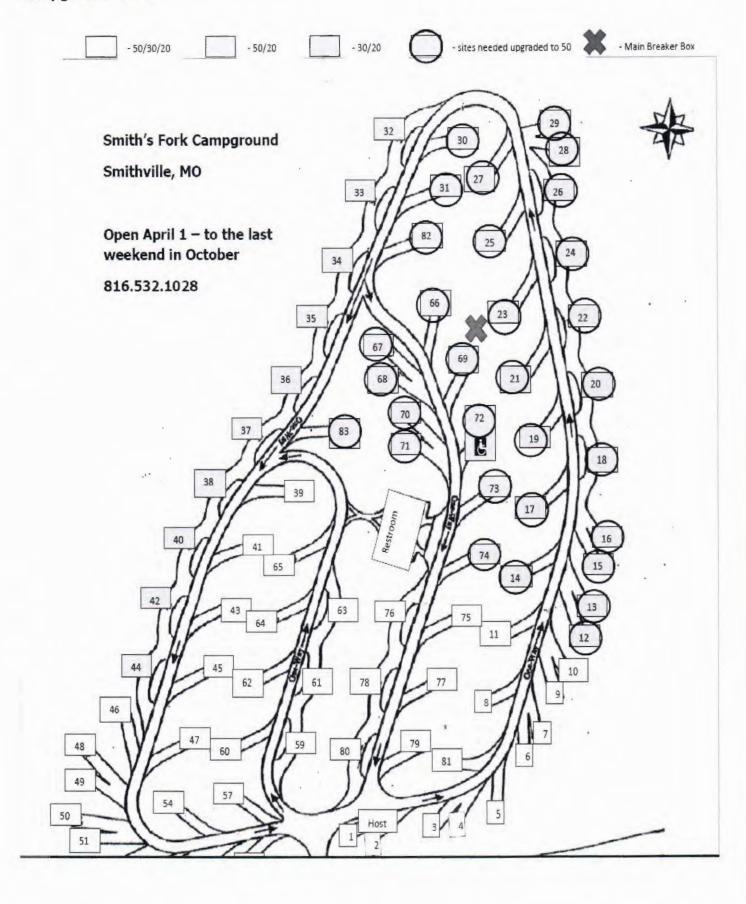


EXHIBIT 3

Breaker and Receptacle Configurations



RECEPTACLES

- (1) TT30F
- (1) 5-20R GFI
- (1) TT30R
- (1) 5-20R



CIRCUIT BREAKERS

- (1) 30A, 1P, 120V
- (1) 20A, 1P, 120V
- (1) 30A, 1P, 120V
- (1) 20A, 1P, 120V, GFI



- (2) 11308
- (1) 5-20R GFI





- (2) 30A, 1P, 120V
- (1) 20A, 1P, 120V



- (1) 14-50R
- (1) 5-20R GFL





(1) 50A, 2P, 120/240V

(1) 50A, 2P, 120/240V

(1) 20A, 1P. 120V

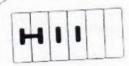
(1) 30A, 1P, 120V



- (1) 14-50R
- (1) TT30R
- (1) 5-20R GFI
-
- (1) 14-50R
- (1) TT30R
- (1) 5-20R



- (1) 20A. 1P. 120V
 - (1) 50A, 2P, 120/240V
 - (1) 30A, 1P, 120V
 - (1) 20A, 1P, 120V, GFI



- (1) 14-50R
- (1) 5-20R GFI



- (1) 50A, 2P, 120/240V
- (1) 20A, 1P, 120V, GFI



SCOPE OF SERVICE:

This project will increase the electrical capacity of the northwest main breaker to accommodate 31 campsites with 50-amp, 30-amp, 20-amp capacity. Each campsite shall have one 50-amp receptacle on one 50 double pole breaker, one 30-amp receptacle on one 30-amp single pole breaker and one 20-amp duplex GFI receptacle on one single pole breaker.

- 1. The project will need two new 400-amp bolt-in main breaker panels will be added on a pad to a new uni-strut. New copper wire will be used with each campsite being served on a dedicated line. All wire will be trenched at least 24 inches deep and be placed in conduit. All wiring should be in accordance with NFPA standards and up to 2012 Building Codes. An "as built" map will be provided to owner at completion of project. All breakers in main panel will be clearly marked with site number.
- 2. All new panels will need to be set in concrete.
- 3. Four street cuts will be made by owner to allow access to sites.
- 4. Excavating on site will be provided by owner.
- 5. All existing electrical hookups at affected sites will be removed by the owner once service has been disconnected by contractor. This improvement will be completed no later than April 1, 2022. Construction cannot start until after October 31, 2021.

Sites being Upgraded:

1. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 66, 67, 68, 69, 70, 71, 72, 73, 74, 82, 83

Contact:

Contact Matt Denton, Parks and Recreation Director, with any questions. All bidders are welcome to come on site and review the project as needed. Matt can be reached at mdenton@smithvillemo.org or 816-532-8130.



Board of Alderman Request for Action

MEETING DATE: 7/19/2021 DEPARTMENT: Administration

AGENDA ITEM: Resolution 942, Award Bid #21-15 Janitorial Services

RECOMMENDED ACTION:

Approve Resolution 942, awarding Bid #21-15 to City Wide Maintenance according to policy.

SUMMARY:

The City's current contract is with CityWide Janitorial for services for City Hall and the Senior Center. In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) for Janitorial Services for City Hall and the Senior Center was issued on June 18, 2021 with a closing date of July 7, 2021. Two responses were received and the bid tabulation is attached.

Through negotiation, Staff has been able to increase the frequency of several services for the 4% increase over our current costs. Some of these items include increased mopping, vacuuming, and dusting to ensure that the investment for City Hall renovation remains like new for as long as possible.

PREVIOUS ACTION:

Resolution 621, contract for services with City Wide was approved by the Board August 7, 2018.

POLICY ISSUE:

Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) for Janitorial Services

FINANCIAL CONSIDERATIONS:

Included in Budget

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VILIVIO.	
□ Ordinance	
⊠ Resolution	□ Plans
☐ Staff Report	☐ Minutes
□ Other:	

RESOLUTION 942

A RESOLUTION AWARDING A CONTRACT IN RESPONSE TO BID NO. 21-15 FOR JANITORIAL SERVICES FOR CITY HALL AND THE SENIOR CENTER.

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

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

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

THAT Bid No. 21-15 is hereby awarded to City Wide Maintenance and the Mayor is hereby authorized to execute an agreement in an amount not to exceed \$13,680.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th of July 2021.

Damien Boley, Mayor
ATTEST:
Linda Drummond, City Clerk

	City Hall	Senior Center	Combined
Current Costs			1,095.00
Prospective Bidders (alphabetical)			
City Wide Maintenance			1,140.00
Jani-king	1,308.00	480.00	1,788.00



Option to Extend Current Agreement

City Wide Facility Solutions would like to extend an option of renewal of the current agreement with a 4% increase only which would result in a Total of \$1140 per month. Some of the additional services requested in RFP #21–15 might be services that are not needed as frequently such as window washing that might not be needed in certain months of the year due to inclement weather. We recommend opting for those additional services on an as needed basis rather than including them in your monthly billing costs.

City Wide Facility Solutions Chad Shafer	City of Smithville		
Authorized Representative Signature	Authorized Representative Signature		
Chad Shafer			
Printed Name	Printed Name		
Sales Manager			
Title	Title		
7/15/2021			
Date	Date		
8/1/2021			
Start Date			

EXHIBIT 2

SPECIFICATIONS

City Hall is approximately 8,000 ft² and includes the following spaces: council chambers, individual offices, conference room, front desk and open working area, two restrooms, lobby, police squad room, and kitchen/break room. The Smithville Senior Citizen's Center is approximately 3,000 ft² and includes the following spaces: common area, two bathrooms, billiards room, and kitchen. A tour of the two buildings is available upon request by calling (816) 592-9167.

<u>Services to be performed at City Hall (after 5pm on Monday, Wednesday, Thursday, and Friday; after 8:30pm on Tuesdays):</u>

- Dispose of trash collections from each receptacle in the dumpster located between the two buildings <u>daily</u> only change trash bags when needed
- Restock all toilet tissue dispensers in restrooms <u>daily</u>
- Restock all paper towel dispensers in restrooms <u>daily</u>
- Clean toilets and urinals, inside and out, daily
- Clean restroom countertops and sinks daily
- Clean restroom mirrors daily
- Refill any empty soap dispensers <u>daily</u>
- Clean kitchen countertops and sink <u>daily</u>
- Sweep all hard surface floors <u>daily in high traffic areas</u>; as needed in office spaces, but at least <u>three times per week</u>
- Mop all hard surface floors weekly
- Vacuum all carpeting <u>daily in high traffic areas</u>; as needed in office spaces, but at least three times per week
- Vacuum front lobby and vestibule daily
- Mop all hard surfaces (Restrooms, Kitchen, back entryway) daily
- Sanitize toilets and urinals, inside and out, weekly
- Remove scuff marks from vinyl flooring weekly
- Clean and polish drinking fountain three times per week
- Empty recycling from each receptacle in the bins located in the City Hall kitchen and Police Squad Room weekly
- Dust all hard surfaces twice weekly
- Clean all windows, inside and out four times per year
- Deep clean of all vinyl flooring according to flooring specifications once per year
- Shampoo carpeting per carpet specifications once per year

Services to be performed at the Smithville Senior Citizen's Center (after 5pm):

- Dispose of trash collections from each receptacle in the dumpster located between the two buildings every Monday, Wednesday, and Friday
- Restock all toilet tissue dispensers in restrooms every Monday, Wednesday, and Friday
- Restock all paper towel dispensers in restrooms every Monday, Wednesday, and Friday
- Clean toilets and urinals, inside and out, every Monday, Wednesday, and Friday
- Clean restroom countertops and sinks every Monday, Wednesday, and Friday
- Clean restroom mirrors every Monday, Wednesday, and Friday
- Refill any empty soap dispensers every Monday, Wednesday, and Friday
- Clean kitchen countertops and sink every Monday, Wednesday, and Friday
- Sweep all hard surface floors every Monday, Wednesday, and Friday
- Mop restroom floors every Monday, Wednesday, and Friday
- Sanitize toilets and urinals, inside and out, weekly
- Remove scuff marks from vinyl flooring weekly
- Dust all hard surfaces weekly
- Clean all windows, inside and out four times per year
- Strip, seal, and wax all vinyl flooring once per year

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

RFP #21-15 JANITORIAL SERVICES

I, Chad Shafer (Agent Submitting RFP)	_, hereby representing
City Wide Facility Solutions (Firm or Company)	, have read and reviewed the attached specifications.
I state the hereby offer meets or exce required information must be attached	eds all requirements. Please note that Exhibit $oldsymbol{1}$ and all other $oldsymbol{i}$.
City Wide Facility Solutions	Chad Shafer
Company Name	Authorized Person (Print)
15230 W. 105th Terrace	Chad Shafer
Address	Signature
Lenexa, KS 66219	Sales Manager
City/State/Zip	Title
913-888-5700	07/15/2021
Telephone	Date
43-0825351	cshafer@gocitywide.com
Tax ID No.	E-Mail Address
State the name, address and telephon Contractor has performed similar Serv	e number of not less than three (3) customers for whom the ice within the last two (2) years:

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #21-15 for a cost to the City of Smithville as follows:

Item Description	Bid Price
City Hall Janitorial Services	\$745.00
Smithville Senior Citizen's Center Janitorial Services	\$395.00



Board of Alderman Request for Action

MEETING DATE:	7/19/2021	DEPARTMENT: Administration	
AGENDA ITEM:	GENDA ITEM: Resolution 943, Liquor License – KC Liquor and Tobacco		
RECOMMENDED A motion to approv			
	•	obacco, has a completed a Liquor License at 1516 South Commercial Street.	
Ms. Burton has rec	quested the following lice	enses:	
Intoxica Sunday	ting Liquor Original Pack Sales	age (all kinds)	
recommends issua	nce of the licenses. The	on, completed a background check and effective date will be July 20, 2021. Ms. asing through June 30, 2022.	
PREVIOUS ACTION. Richard Bryant location.		er 17, 2020 for a Liquor License at this	
POLICY ISSUE: Click or tap here to en	iter text.		
FINANCIAL CON Click or tap here to en			
ATTACHMENTS: ☐ Ordin ☐ Resol	ution	☐ Contract ☐ Plans ☐ Minutes	

☑ Other: Approval Recommendation

July 1, 2021

Cynthia Wagner:

I have reviewed the liquor application submitted by Stisha Burton (KC Liquor & Tobacco). I have reviewed Ms. Burton's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Burton be issued a city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge

RESOLUTION 943

A RESOLUTION ISSUING LIQUOR LICENSES TO STISHA L. BURTON FOR OPERATION OF KC LIQUOR AND TOBACCO.

WHEREAS, Stisha L. Burton, owner of KC Liquor and Tobacco, has completed the required applications for Intoxicating Liquor Original Package (all kinds) and Sunday Sales licenses, and;

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

WHEREAS, the background check did not reveal anything to prevent approval of City liquor licenses.

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

THAT LIQUOR LICENSES BE ISSUED TO STISHA L. BURTON FOR OPERATION OF KC LIQUOR AND TOBACCO, LOCATED AT 1516 SOUTH COMMERCIAL.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of July 2021.

Damien Boley, Mayor	
ATTEST:	
Linda Drummond, City Clerk	



Board of Alderman Request for Action

AGENDA ITEM: Resolution 944, Smithville Warriors Youth Football Contract

RECOMMENDED ACTION:

Motion to approve Resolution 944, authorizing and directing the Mayor to enter into an agreement with the Smithville Warrior Youth Football Club for use of city park land.

SUMMARY:

City staff met with representatives from the Smithville Warriors Youth Football and agreed on terms of to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from August 1, 2021 to November 15, 2021.

PREVIOUS ACTION:

The City enters into contracts annually with the Smithville Warriors Youth Football league.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:	
□ Ordinance	
□ Resolution	☐ Plans
☐ Staff Report	☐ Minutes
☐ Other:	

RESOLUTION 944

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL FOR THE USE OF CITY PARK LAND.

WHEREAS, the association desires to use a portion of the city's parks for conducting youth football games and practices; and

WHEREAS, it is in the City's best interest to enter into an agreement, and

WHEREAS, the City and Smithville Warriors Youth Football have met and discussed said fees and the impact they will have on their membership; and

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

THAT the Mayor is hereby authorized and directed to execute the attached Agreement with Smithville Warriors Youth Football for the 2021 season.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 19th day of July

Damien Boley, Mayor
ATTEST:
Linda Drummond, City Clerk

AGREEMENT

THIS AGREEMENT entered into this 19th day of July, 2021, by and between the CITY OF SMITHVILLE, MISSOURI, a Missouri Municipal Corporation ("City") and SMITHVILLE WARRIORS YOUTH FOOTBALL, a not-for-profit corporation ("Association"), as follows:

WHEREAS, the Association desires to use a portion of the City's parks for conducting fall football games and practices for youth, and

WHEREAS, the Association desires to make improvements to the City's football fields, and

WHEREAS, the City and the Association have met and discussed said fees and the impact they will have on Association membership, and

WHEREAS, the Association desires that the City, for a fixed cost to the Association, provide certain services in connection with the Association's use of the City park, but desires to provide other necessary services at their own cost, subject to City's supervision and review, and

NOW, THEREFORE, it is agreed as follows:

<u>FEE</u>

- 1. The Association agrees to pay \$2,280.00 for the fall 2021 season (August 1, to November 15, 2021) before September 1, 2021 for use of City's football fields.
- 2. If payment is not received for the current year's fall season by September 1 of the respective year, all play will be cancelled until full payment is received.
- 3. The Association agrees to pay \$600.00 for the use of the concession stand/storage building at Smith's Fork Park. The Association will have exclusive use of the storage area during the term of this agreement; and exclusive use of the concession area from June 1 to December 1, 2021. The Association will be responsible for all operation costs associated with the building. Nothing is to be stored outside the building at any time. This provision will nullify City Ordinance 2637-08; an agreement between the City and the Association for the construction of the Concession stand/storage building at Smith's Fork Park.

USE OF PARKS

4. It is agreed that the Association shall be entitled to the use of the City's football fields as follows:

a. Game field and practice areas generally located by the river at the spillway in Smith's Fork Park.

ASSOCIATION'S OBLIGATIONS

- 5. The Association agrees that it will:
 - a. Provide the necessary toiletries and supplies for the restrooms at Smith's Fork Park Spillway on weekends, Saturday and Sunday, whenever there are games played.
 - b. Routinely clean and keep the interior of the concession building at Smith's Fork Park in an orderly manner during the organization's use and provide necessary manpower to operate the concession stand. Nothing is to be stored outside at any time.
 - c. Assume liability for the Associations own equipment and inventory stored at the concession stand.
 - d. Assume liability for any damage caused by frozen pipes inside concession stand from October 15 to November 15, unless notification is given to the City with 24 hours notice Monday through Friday of when the concession stand is to be closed.
 - e. Will consult the Park Superintendent of any field maintenance proposed by the Association before the field maintenance is started. (i.e. seeding)
 - f. Pay for electrical service for existing field lights during the season defined as August 1 through November 15.
 - g. Provide the Parks and Recreation Director with a copy of each season schedule before season begins and notify Parks and Recreation Director of any schedule changes throughout the season.
 - h. Provide trash pickup, dump barrels and pick up and remove litter, at football fields, concession stand, and immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
 - i. Remove rope from around field after each game or practice.
 - j. Provide additional portable toilets, if needed, at the association's expense, when city restroom facilities are closed.

k. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.

CITY'S OBLIGATIONS

- 6. The City agrees that it will:
 - Provide football fields as described above.
 - b. Layout football fields, including painting lines prior to the season.
 - c. Provide, maintain and repair the electrical service for existing ball field lights.
 - d. Maintain parking areas at Smith's Fork Park.
 - e. Supply trash cans.
 - f. Paint lines on fields eleven times during the season and provide paint
 - g. Provide access to the concession building as described above.
 - h. Maintain and winterize the irrigation system on the game field
 - i. Winterize concession building

OTHER AGREEMENTS

6. The City reserves the right to inspect facilities and request repair for damage specifically caused by association as herein agreed by the Association. In the event that repairs are not performed in a timely manner, the City may perform or contract for the repairs and bill the Association, and the Association agrees to pay any such bill incurred.

ADDITIONAL IMPROVEMENTS

7. Both parties recognize that the use of the above-mentioned parks is for the general public, and thus, all use thereof is solely with the consent of the City. It is further recognized, however, that the Association would like the City to consider allowing them to provide additional amenities in the park, which would make the Association's use for youth football more beneficial. It is further understood that any permanent improvement placed in the park by the Association, with the City's approval, shall thereafter belong to the City.

CONCESSION STAND

8. City hereby grants to Association the right to operate a concession stand (upon receiving all the necessary state and county approvals, with copies provided to the City) at the Smith's Fork Park out of the concession building located by the football field during the fall season. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Board of Aldermen and the United States Army Corps of Engineers.

INDEMNIFICATION

9. The Association hereby agrees to indemnify and save the City safe and harmless from any liability incurred as a result of the Association's use of the City parks as above set out, and specifically agrees to name the City as an additional party insured on its general liability insurance policy, which shall be in an amount not less than One Million Dollars (\$1,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

ADVERTISING AND FUND-RAISING

10. The Association has the right to place team banners around the field during games. These banners will be removed after each game.

ADA ACCOMMODATIONS

11. The association shall make reasonable accommodations for spectators and participants with disabilities when notified that such need exists.

BREACH OF CONTRACT

12. In the event either the Association or the City remains in breach of this contract after receiving ten (10) days' written notice of such breach from the other party, then the non-breaching party may declare this contract null and void by notifying the breaching party in writing.

CHANGE IN USE OF FIELDS

13. The Association is the only organized football entity using the City's football fields. It is the intent of the City to allow the widest possible use of its municipal park's, and to attempt to resolve any conflicts in their use. In the event, however, that other football associations request use of the City's football fields and conflicts with the terms of this contract which cannot be reasonably resolved, then the City reserves the right to terminate this contract by delivering written notice on or before December 31st of such year.

PUBLIC RESTROOM FACILITIES

14. All public restroom facilities in City parks are open to the public from April 15 to October 15.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

	CITY OF SMITHVILLE, MISSOURI
ATTEST:	By Mayor Damien Boley
Linda Drummond, City Clerk	
	SMITHVILLE WARRIORS YOUTH FOOTBALL
	Ву
ATTEST:	



Board of Alderman Request for Action

MEETING DATE : 7/19/2021	DEPARTMENT: Development
AGENDA ITEM: Resolution 945 - Koza	ak's Laketown Grill Site Plan
RECOMMENDED ACTION: A motion to adopt Resolution 945 appro	oving a Site Plan for Kozak's Laketown Grill.
SUMMARY: Adopting this resolution approves of the	e site plan for a new Kozak's Laketown Grill.
S .	approved the Site Plan application conditioned er and storm infrastructure by the Public Work
PREVIOUS ACTION: The Board approved Resolution 742 for	a previous version of the Kozak's Site Plan.
POLICY ISSUE: Continues to support economic growth.	
FINANCIAL CONSIDERATIONS: n/a	
ATTACHMENTS:	
□ Ordinance	☐ Contract
□ Resolution	□ Plans
	☐ Minutes
☐ Other: Click or tap here to enter	er text.

RESOLUTION 945

A RESOLUTION APPROVING A SITE PLAN FOR KOZAK'S LAKETOWN GRILL ON STONEBRIDGE LANE

WHEREAS the owners of Kozak's Laketown Grill submitted a new proposed site plan for construction on three lots in the Talley Plaza subdivision; and

WHEREAS staff completed its' review of the application and recommended approval of the site plan with two conditions precedent – both sanitary sewer and storm water infrastructure plans be reviewed and approved by the city prior to any building permit can be issued; and

WHEREAS, the Planning Commission reviewed the staff recommendation at its July 13, 2021 meeting and recommends approval of the site plan with the conditions identified by staff, and;

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

THAT THE KOZAK'S SITE PLAN ON STONEBRIDGE LANE BE APPROVED FOR CONSTRUCTION ONCE THE SANITARY AND STORM WATER INFRASTRUCTURE IMPROVEMENT CONDITIONS HAVE BEEN MET.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of July 2021.

Damien Boley, Mayor	
ATTEST:	
Linda Drummond, City Clerk	

SMITHVILLE THRIVING AHEAD	STAFF	REPORT	
Date:	July 1, 2021		
Prepared By:	Jack Hendrix		
Subject:	Kozak's Laketown Grill Site Plan		

Kozak's came to the Planning Commission in October of 2019 for site plan approval and that submission was ultimately approved. In March of 2020, due to cost overruns on the approved design, Kozak's submitted plans for city review for a newly designed building in part to reduce costs and improve the design. That review was pulled due to the Covid-19 uncertainties and utility relocation concerns. The applicant has now submitted a slightly different design for site plan review to create a 5,835 ft², two-story restaurant to be constructed on Stonebridge Ln. just east of the Show Me Realty building at 169 and Stonebridge Ln. Staff provided comments to the applicant on June 30th as follows:

- 1. The street sidewalk must be 5' wide and placed 1' off the property line to create a separation from the vehicular traffic and pedestrians.
- 2. Nothing in the Site Plan Approval will address the signage as shown on the plans, as that is subject to a separate permit and must meet the requirements of the code at the time the permits are sought.

At the time of this report, we have not seen plan revisions or an acknowledgement of these comments, but staff is proceeding with the assumption that the plans will be amended, or the comments agreed to prior to the July 13th meeting.

Staff is working with the applicant on a plan that will potentially address various sanitary and stormwater improvements necessary to accept the proposed development in the location described, along with several other area lots. At this time, staff cannot recommend approval of any construction without certain conditions being placed upon this approval by the Commission and Board. Specifically, staff recommends approval upon acceptance of plans and improvements as described:

- 1. Sanitary Sewer Plans to address the capacity deficit of the existing city sewers in the area are approved and constructed.
- 2. Storm water detention Plans (for either the restaurant or the entire development) are approved and constructed.

KOZAK'S LAKETOWN GRILL

Smithville, Missouri





ARCHITECT: A3G Architects Aimee D. Gray

110 N Main Street Liberty, Missouri 64068

816.581.6333 www.a3garchitects.com



CIVIL ENGINEER: Renaissance Infrastructure Consulting Mick Slutter

nfrastructure 1815 McGee Street, Suite 200 Kansas City, Missouri 64108

> 816.820.2554 www.ric-consult.com/



STRUCTURAL ENGINEER: Apex Engineers, Inc. Bryce Crady

1625 Locust Street Kansas City, Missouri 64108

816.421.3222 www.apex-engineers.com/



MEP ENGINEER: Welch & Mitchell Inc. Michael Welch / Cory Mitchell

4370 W. 109th St., Ste 203 Overland Park, Kansas 66211

913.544.1627 www.welchmitchell.com

GENERAL CONSTRACTOR

816.730.4622

https://www.acgbuilt.com/

Cover Sheet A1.1 First Floor Plan Axis Construction Group

A1.2 Second Floor Plan

A2.0 Exterior Elevations 1501 Burlington Street North Kansas City, Missouri 64116

A2.1 Exterior Elevations C01 Title Sheet

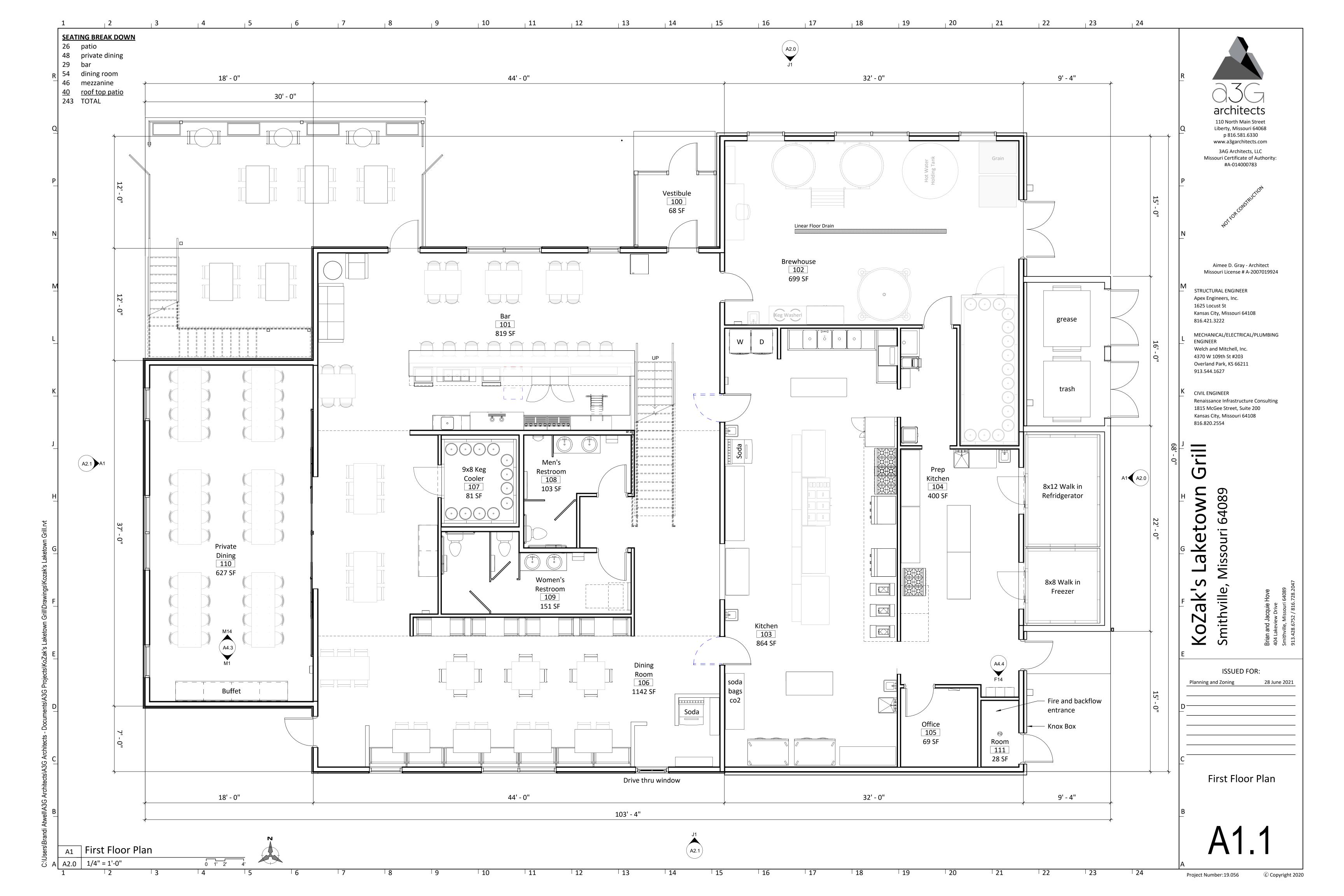
SHEET LIST

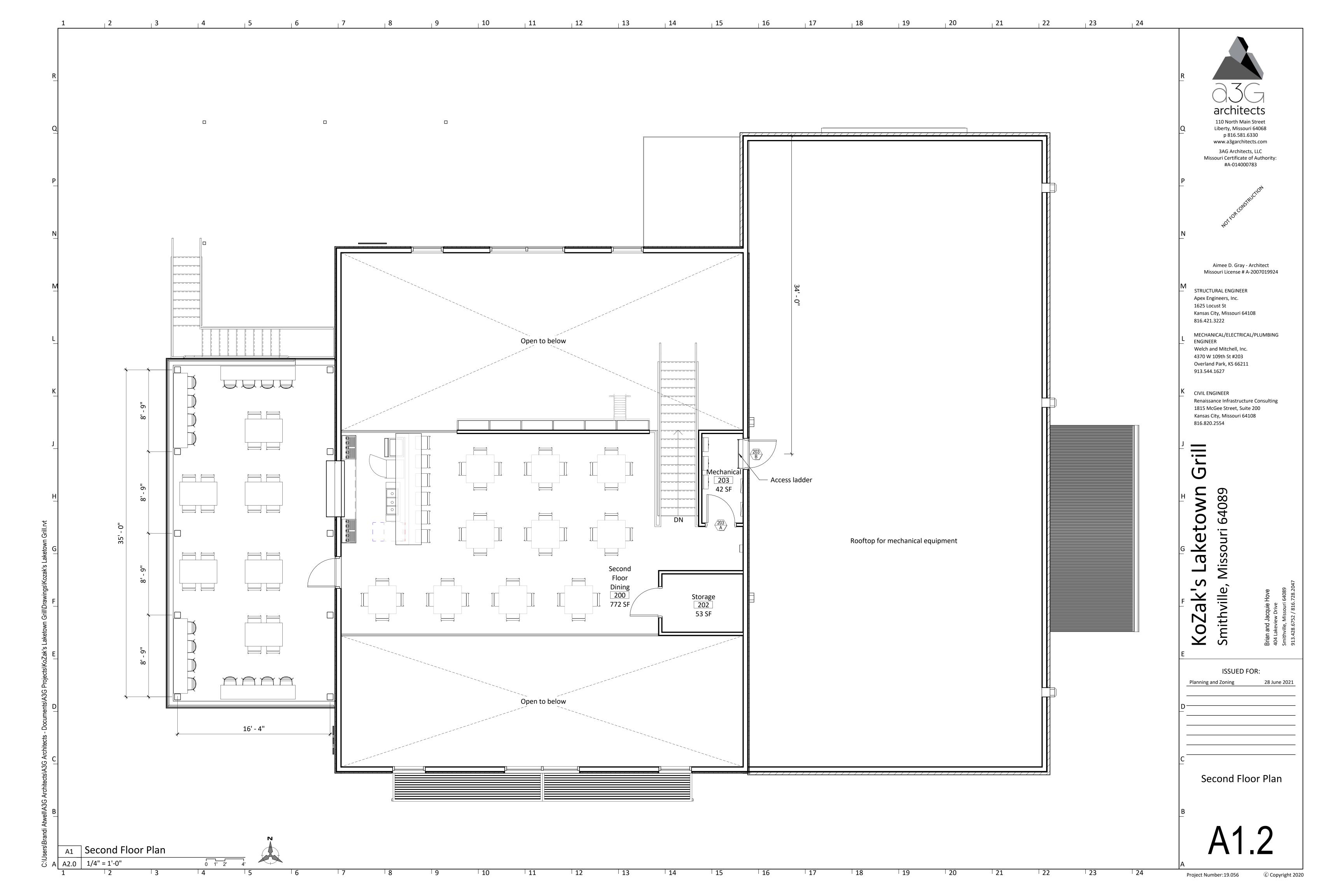
CO2 Existing Conditions

CO3 General Layout CO4 Grading Plan

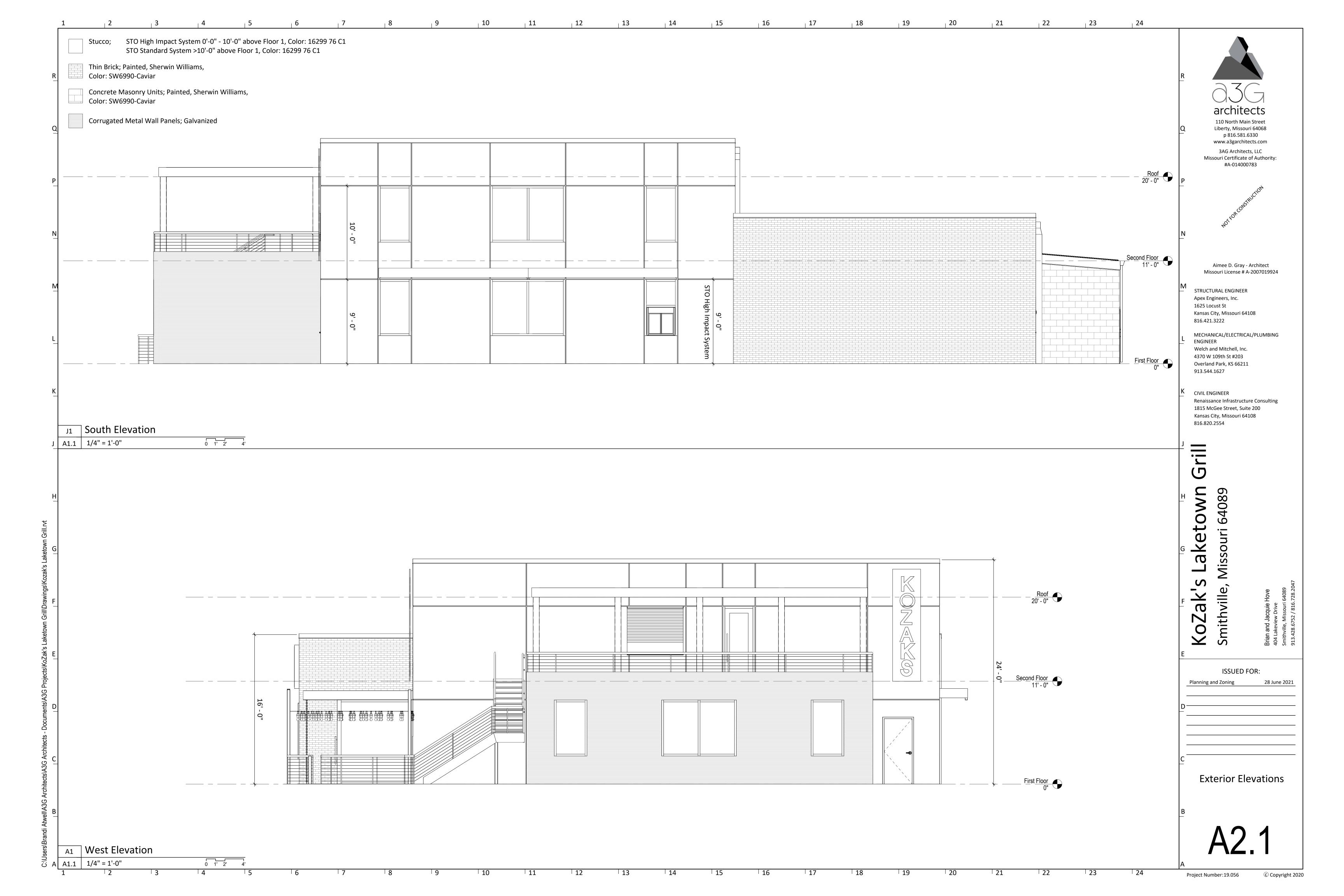
C05 Utility Plan

L01 Landscape Plan









S26 T53N R33W Scale 1" = 2000'

Site Benchmark & Control:

BM "1000": Square cut on the southwest corner of the concrete curb inlet on the north side of Stonebridge Lane Elev.= 935.06

CONTROL POINT 39: N.1166855.626 E.2765464.469 FND. 1/2" REBAR W/ LS120 CAP NW. COR. LOT1, TALLEY PLAZA 7.98' N. TO TOP BACK OF CURB STONE BRIDGE LN. 29.77' WNW. TO MAIL BOX. 35.60' SW. TO € SANITARY MH.

CONTROL POINT 65: N.1166849.525 E.2765843.979 SET 1/2" REBAR W/ LS120 CAP PROPERTY CORNER ON N. LINE LOT 4 13.07' N. TO TOP BACK OF CURB STONE BRIDGE LN. 67.70' NW. TO SW. CORNER CONC. CURB INLET & " " CUT FOR BENCHMARK. 13.81' W. TO 1/2" REBAR W/ LS120 CAP,

Floodplain Note:

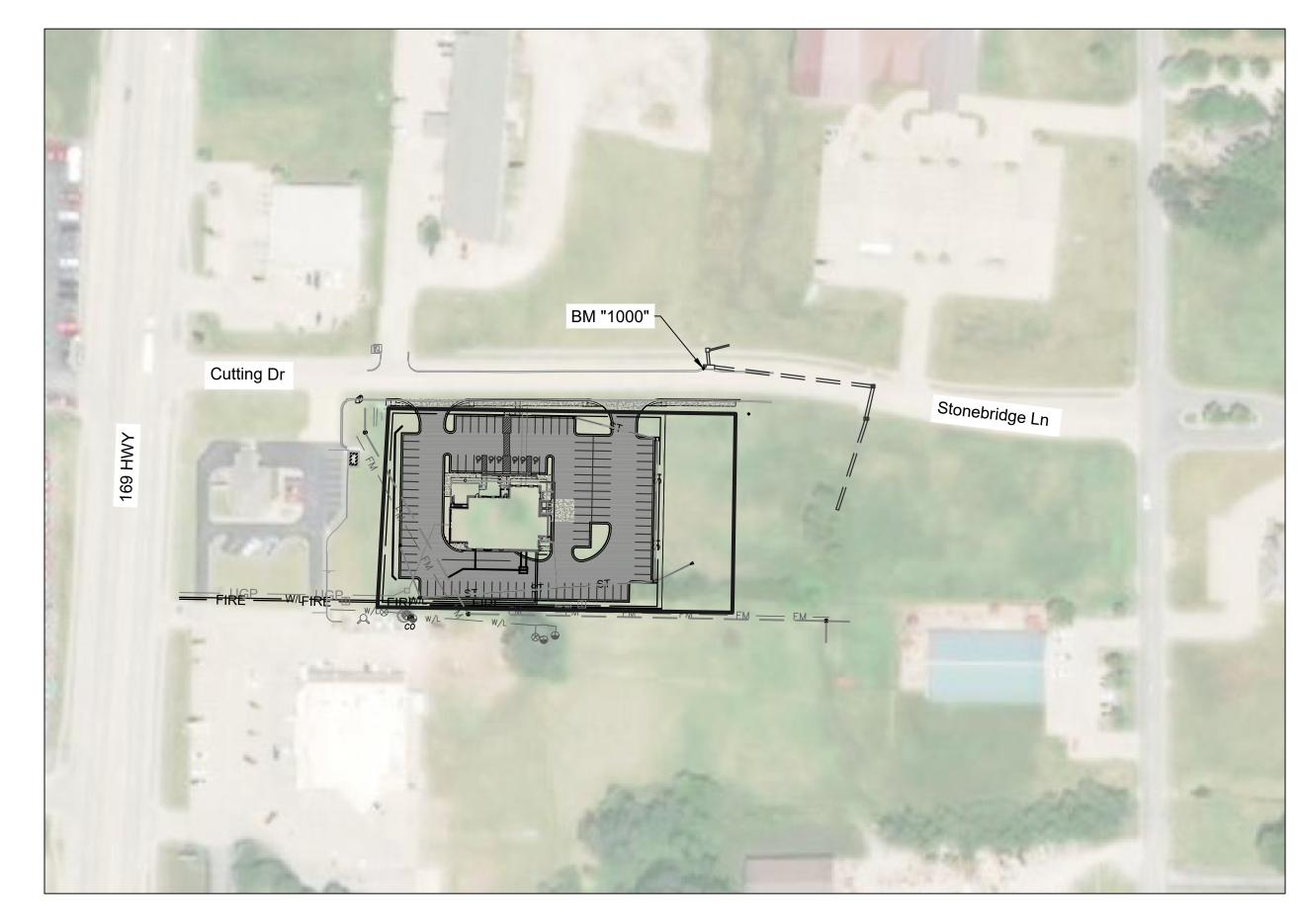
According to the F.E.M.A. Flood Insurance Rate Map Number 29047C0102E, effective August 3rd, 2015, this tract graphically lies in: Zone X, Area of Minimal Flood Hazard.

Project Location:

Lots 1, 2, and 3 of Tally Plaza Final Plat, a subdivision location in a part of the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 26, Township 53 North, Range 33 West, Smithville, Clay County, Missouri.

Final Site Plan For KoZak's Laketown Grill

Smithville, Clay County, Missouri Total Project Area: 1.42 Acres



LEGEND

	Existing Section Line		Proposed Right-of-Way
	Existing Right-of-Way Line		Proposed Property Line
	Existing Lot Line		Proposed Lot Line
	Existing Easement Line		Proposed Easement
	Existing Curb & Gutter		Proposed Curb & Gutter
	Existing Sidewalk		Proposed Sidewalk
	Existing Storm Sewer		Proposed Storm Sewer
	Existing Storm Structure	_	Proposed Storm Structure
	Existing Waterline	A	Proposed Fire Hydrant
668 6A8 6A8	Existing Gas Main		Proposed Waterline
	Existing Sanitary Sewer	ss	Proposed Sanitary Sewer
S	Existing Sanitary Manhole	\$	Proposed Sanitary Manhole
	Existing Contour Major		Proposed Contour Major
	Existing Contour Minor		Proposed Contour Minor
			Future Curb and Gutter
U/E	Utility Easement		
SS/E	Sanitary Sewer Easement	A/E	Access Easement
D/E	Drainage Easement	T/E	Temporary Easement

OWNER:

Developer

816.268.2434

ARCHITECT:

(913) 451-9390

Chris Hafner, AIA

4301 Indian Creek Pkwy.

Overland Park, Kansas 66207

Owner/Dev. Address

SURVEYOR: Brent Thompson, PS 132 Avvie Ave. Kansas City, Kansas, 66103 (816) 800-0950

LANDSCAPE ARCHITECT: Andy Gabbert, PLA 8653 Penrose Ln. Lenexa, KS 66219 (816) 800-0950

ENGINEER:

(816) 800-0950

Mick Slutter, PE

1815 McGee St, #200

Kansas City, MO 64108

Sheet List Table

Officer List Table			
	Sheet Number	Sheet Title	
	C01	Title Sheet	
	C02	Existing Condition	
	C03	General Layou	
	C04	Grading Plan	
	C05	Utility Plan	
	L01	Landscape Pla	



GENERAL NOTES

- All work in public easements and right of way and all erosion control work must comply with the latest edition of the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Smithville, Clay County, Missouri. If any general notes conflict with the Technical Provisions & Standard Drawings for Roads and Sewers, of the City of Smithville, the City of Smithville's standards shall override.
- The contractor shall provide evidence that his insurance meets the requirements of the City of
- All traffic control shall be in conformance with the Manual of Uniform Traffic Control Devices
- 4. The contractor is responsible for the protection of all property corners and section corners. Any property corners and/or section corners disturbed or damaged by construction activities shall be reset by a Registered Land Surveyor licensed in the State of Missouri, at the contractor's
- 5. The contractor shall be responsible for the restoration of the right-of-way and for damaged improvements such as curbs, driveways, sidewalks, street light and traffic signal junction boxes, traffic signal loop lead ins, signal poles, irrigation systems, etc. Damaged improvements shall be repaired in conformance with the latest City standards and to the City's satisfaction.
- The contractor is responsible for providing erosion and sediment control BMPs to prevent sediment from reaching paved areas, storm sewer systems, drainage courses and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove any debris, silt, or mud and restore the right-of-way, or adjacent properties to original or better
- 7. The contractor shall remove existing trees and shrubbery within the right-of-way adjacent to future thoroughfare improvements.
- 8. The contractor shall sod all disturbed areas within the public street right-of-way unless otherwise noted on the plans or if specific written approval is granted by the City.

9. All public street sidewalk ramps constructed will be required to comply with the Americans with

Disabilities Act (ADA) and Smithville, Missouri sidewalk details. 11. Excavation for utility work in public street right-of-way requires a Right-of-Way Work Permit from

13. Curb stakes and hubs shall be provided at all high points, low points, ADA ramp openings, and

- the Public Works Department, in addition to all other permits. 12. All work shall be confined within easements and/or construction limits as shown on the plans.
- on each side of all curb inlets when setting string line. 14. Any existing and/or temporary storm sewer pipes and box culverts to be abandoned in place shall be grouted using a slurry grout mixture meeting a 7-day compressive strength of 100-150 psi. The slurry grout mixture of fly ash, cement, fine aggregate, forming agents and water shall
- be approved by the City and shall possess adequate flow characteristics to fill all voids. 15. All existing utilities indicated on the drawings are according to the best information available to the engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All utilities, shown and un-shown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- 16. The contractor will be responsible for all damages to existing utilities, pavement, fences, structures, and other features not designated for removal. The contractor shall repair all damages at his expense.
- 17. By use of these construction documents the contractor hereby agrees that he shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses, or damages related to the project.
- 18. The contractor will be responsible for providing all signage, barricades, lighting, etc., as required for temporary traffic control during the construction of this project. Maintenance of the temporary traffic control devices will be the contractor's responsibility. All traffic control in conduction with construction in the right-of-way shall be in conformance with the City Traffic
- 19. Geogrid, footings, or other elements of retaining wall(s) cannot encroach into the right of way, public easements, or adjacent private property.
- 20. All building and life safety issues shall comply with the 2006 International Fire Code and local amendments as adopted by Smithville, Missouri.
- 21. Contractor shall be responsible for obtaining all permits including land disturbance, right-of-way, hauling, etc., with Public Works prior to construction.
- 22. Contractor shall restore all disturbed right-of-way upon project completion.
- 23. Prior to construction, contractor shall install pre-construction erosion control measures.
- 24. The Architect shall be responsible for specifying retaining wall block type and color. The contractor shall be responsible for structural design of retaining walls. All retaining wall design shall be completed by a registered engineer in the State of Missouri. Black Aluminum Fencing shall be placed on all walls with a height over 30".

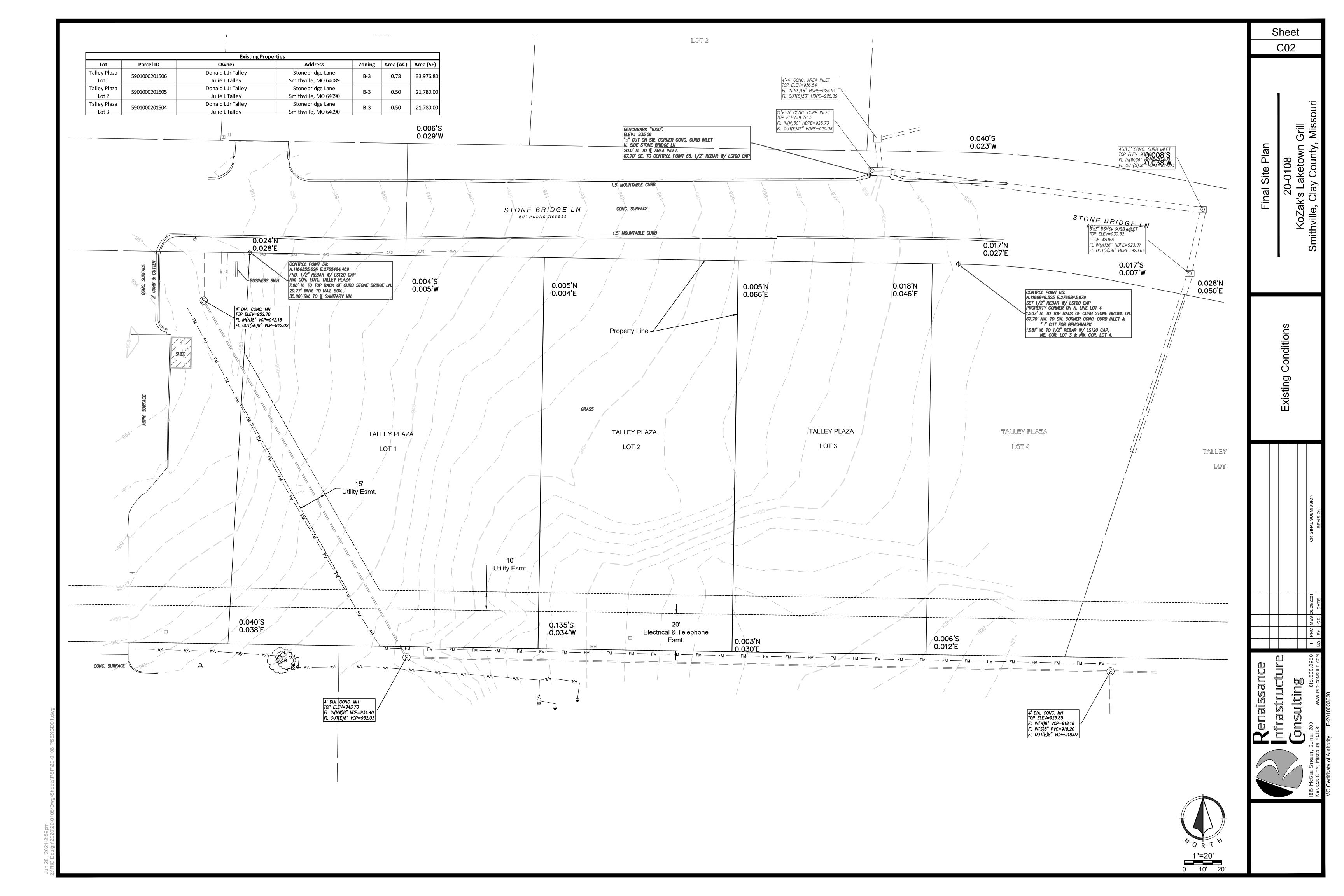
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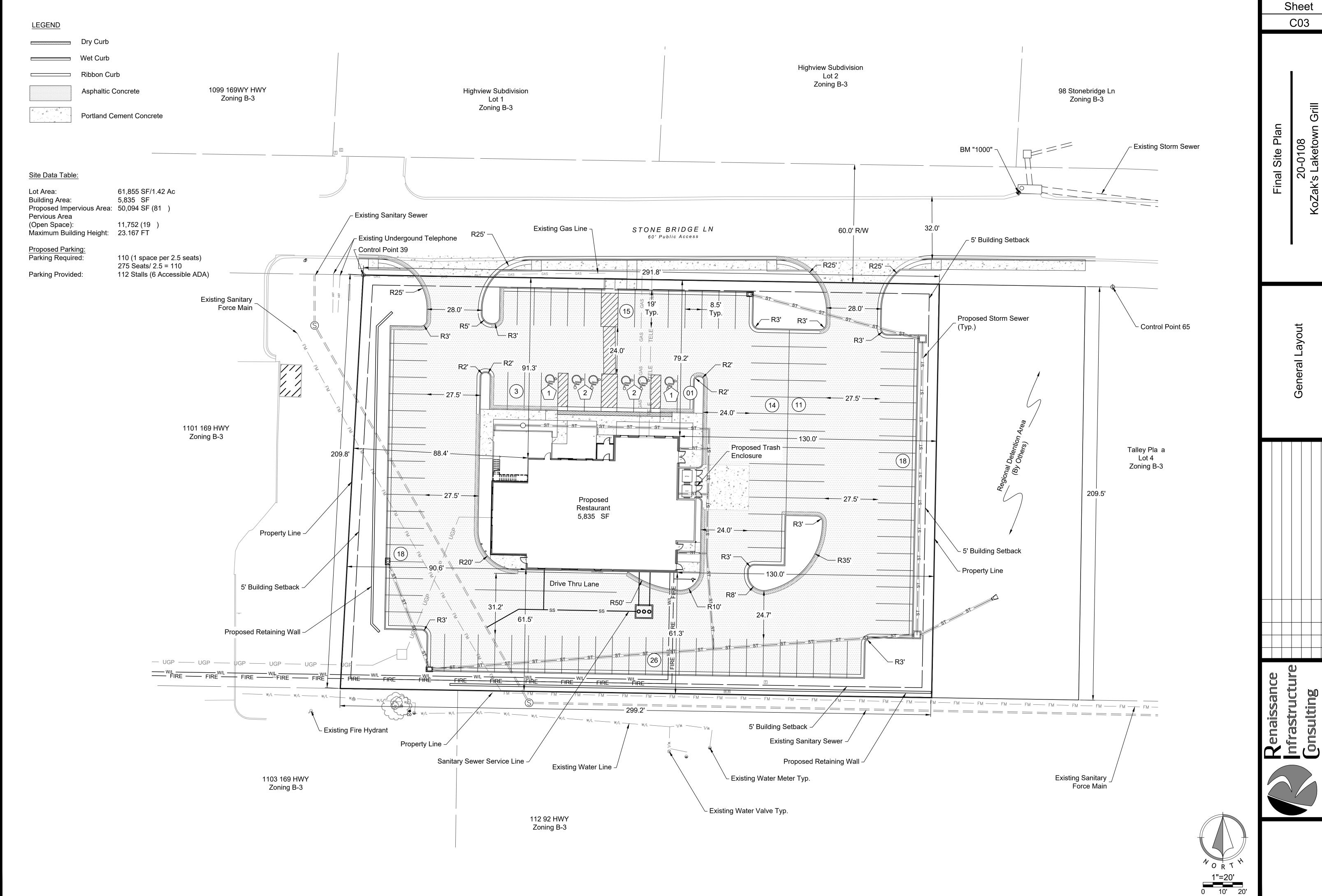
C01

Sheet

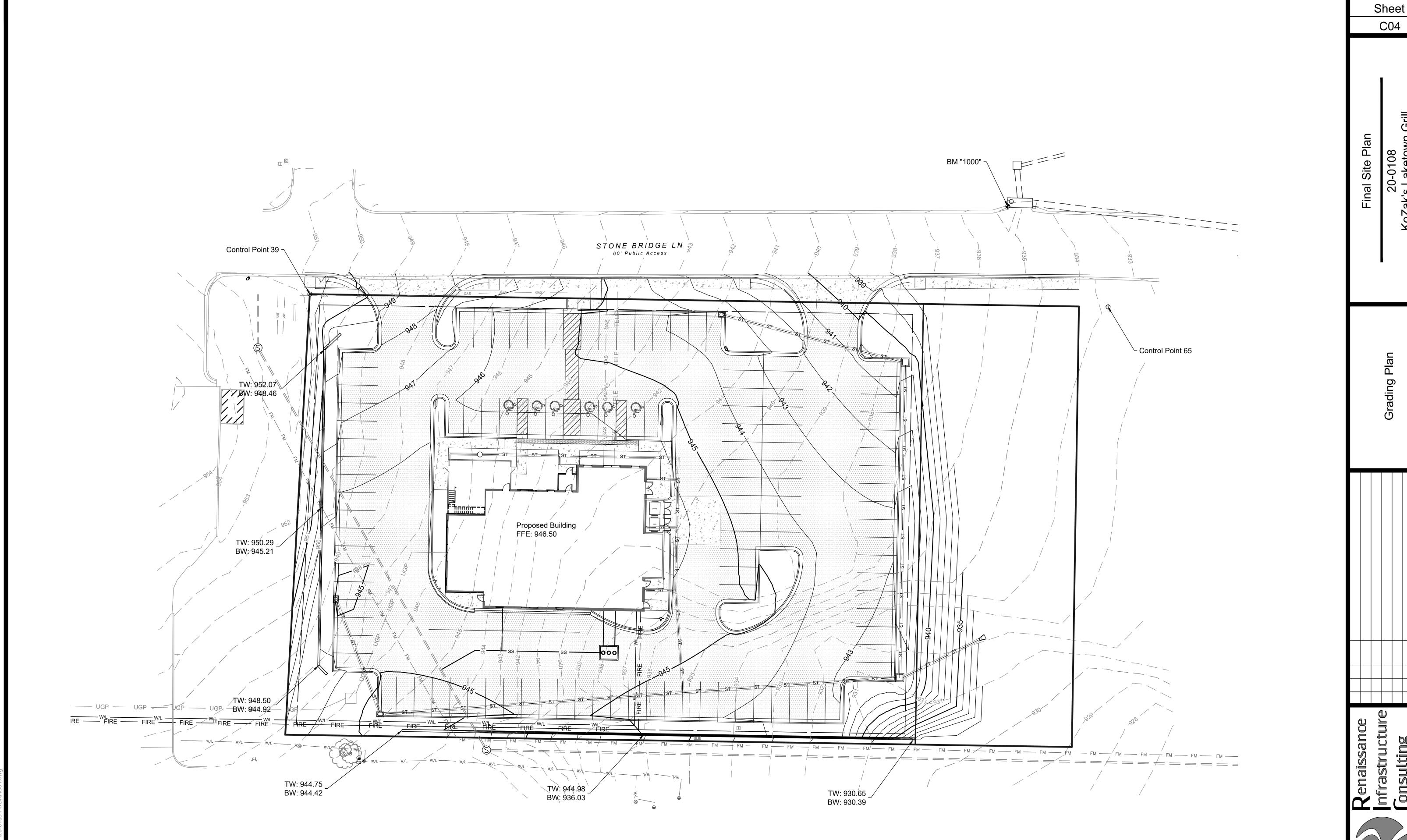
enaissance

frastructur





20-0108 Zak's Laketown (e, Clay County,

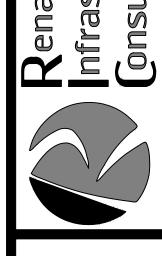


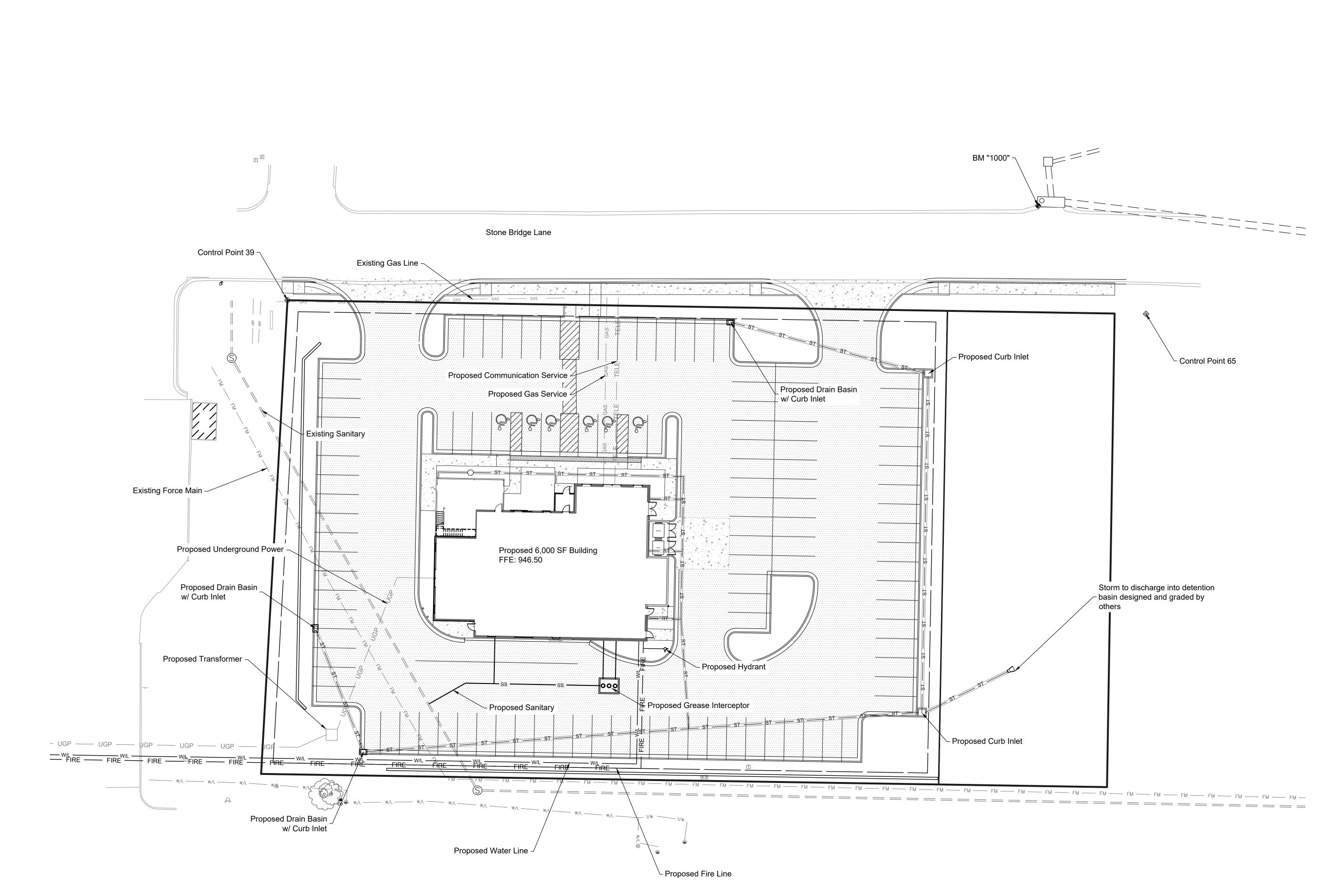


20-0108 KoZak's Laketown C Smithville, Clay County, I

Grading Plan

Renaissance Infrastructure Consulting



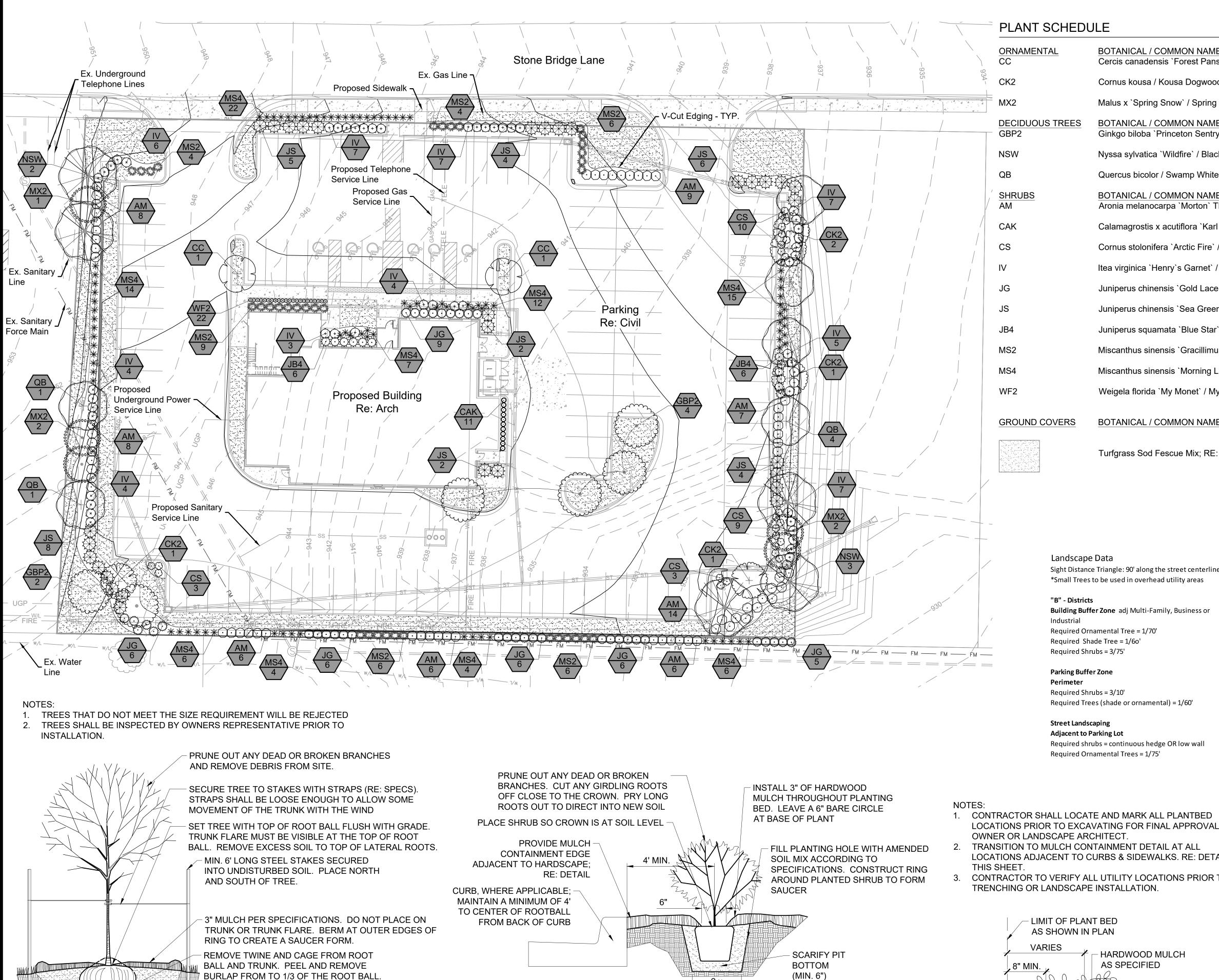




C05

Sheet

Utility Plan



PLANTING HOLE SHALL BE AT LEAST 3 TIMES WIDER THAN THE SPREAD OF ITS ROOTS, BUT NO DEEPER. PLACE ROOT BALL ON

UNDISTURBED SOIL WITH ROOT FLARE EVEN

WITH OR 1" ABOVE GRADE. SCARIFY SIDES

AMEND SOIL ACCORDING TO SPECIFICATIONS.

AND BOTTOM OF PIT.

DECIDUOUS TREE PLANTING DETAIL - NTS

3 x ROOT BALL DIA.

SECTION

CONT BOTANICAL / COMMON NAME <u>QTY</u> Cercis canadensis 'Forest Pansy' TM / Forest Pansy Redbud B&B Cornus kousa / Kousa Dogwood Malus x 'Spring Snow' / Spring Snow Crab Apple BOTANICAL / COMMON NAME B&B Ginkgo biloba `Princeton Sentry` / Princeton Sentry Ginkgo Nyssa sylvatica `Wildfire` / Black Gum Quercus bicolor / Swamp White Oak CONT **BOTANICAL / COMMON NAME** QTY Aronia melanocarpa 'Morton' TM / Iroquis Beauty Black Chokeberry 64 Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass 3 Gal. 11 Cornus stolonifera `Arctic Fire` / Arctic Fire Dogwood 5 Gal. 25 Itea virginica 'Henry's Garnet' / Henry's Garnet Sweetspire 5 Gal. 54 Juniperus chinensis 'Gold Lace' / Gold Lace Juniper 5 Gal. 38 Juniperus chinensis 'Sea Green' / Sea Green Juniper 5 Gal. 31 5 Gal. Juniperus squamata 'Blue Star' / Blue Star Juniper 12 Miscanthus sinensis 'Gracillimus' / Maiden Grass 3 Gal. 35 Miscanthus sinensis `Morning Light` / Eulalia Grass 3 Gal. 90 3 Gal. 22 Weigela florida `My Monet` / My Monet Weigela **BOTANICAL / COMMON NAME** CONT Turfgrass Sod Fescue Mix; RE: Notes / Fescue Sod SOD 8,047 sf Area SF 77512 Area AC: Sight Distance Triangle: 90' along the street centerline in each direction

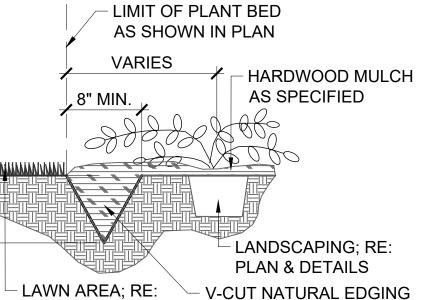
Distance in ft: 11.143 Provide Ornamental Trees: 12 Provided ShadeTrees: 31.2

Distance in ft: 197.4 **Provided Shrubs:** 10.967 Provided Trees:

Distance in ft: 58 in continuous hedge Provided Shrubs: 3.5733 **Provided Trees:** *Shifted East due to utilities and sight clearance areas

Transformer

- LOCATIONS PRIOR TO EXCAVATING FOR FINAL APPROVAL BY
- LOCATIONS ADJACENT TO CURBS & SIDEWALKS. RE: DETAIL
- CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO



V-CUT NATURAL EDGING SPECIFICATIONS WITH MULCH BACKFILL

UTILITY BOXES SHALL BE CLUSTERED AS MUCH AS POSSIBLE

Small Box

TYPICAL UTILITY BOX SCREENING DETAILS - NTS

Sheet

L01

Plan

Developme

20-0108

1"=20'

0 10' 20

Clustered Boxes

CONTAINER

WHERE ADJACENT TO CURB, MAINTAIN THE MINIMUM OFFSET SHOWN. FOR SHRUBS

SHRUB PLANTING DETAIL - NTS

LARGER THAN 4' MATURE DIAMETER, PROVIDE A GREATER OFFSET EQUAL TO 1/2 OF THE

INSTALLATION TO BE IN ACCORDANCE WITH PLANTING SPECIFICATIONS

REFER TO SPECIFICATIONS FOR TOPSOIL BACKFILL MIX.

MATURE DIAMETER MINIMUM.

CONTRACTOR TO WATER THOROUGHLY AFTER PLANTING

SECTION

V-CUT NATURAL EDGE DETAIL - NTS



Board of Alderman Request for Action

MEETING DATE : 7/19/2021	DEPARTMENT: Development		
AGENDA ITEM: Resolution 946 - Herzog Foundation Cabins Site Plan			
RECOMMENDED ACTION: A motion to adopt Resolution 946 approvir	ng a Site Plan for Herzog Foundation's Cabins		
SUMMARY: Adopting this resolution approves of the si Foundation property.	ite plan for four cabin buildings at the Herzog		
BACKGROUND: The Planning Commission reviewed and apupon the applicant constructing a sidewalk and to chip and seal North Main Stree in the	c along North Main Street in the right-of-way,		
PREVIOUS ACTION: In September, 2020, the Board adopted R Headquarters building on this same proper	•		
POLICY ISSUE: Continues to improve the economic outloo	ok of the city.		
FINANCIAL CONSIDERATIONS: n/a			
ATTACHMENTS:			
☐ Ordinance	☐ Contract		
⊠ Resolution			
	☐ Minutes		
☐ Other: Click or tap here to enter to	text.		

RESOLUTION 946

A RESOLUTION APPROVING A SITE PLAN FOR CABINS AT THE HEROZOG FOUNDATION PROJECT AT 188^{TH} AND NORTH MAIN STREET

WHEREAS the owners of the Herzog Foundation submitted a new proposed site plan for the addition of four, two-unit cabins on the east side of the current construction site; and

WHEREAS staff completed its' review of the application and recommended approval of the site plan with two conditions precedent – a five-foot sidewalk be constructed in the North Main Street right of way one foot from the east property line and that North Main Street receive a new chip and seal coating from 188th Street to the south property line of the Herzog Foundation as a part of any construction; and

WHEREAS, the Planning Commission reviewed the staff recommendation at its July 13, 2021 meeting and recommends approval of the site plan with the conditions identified by staff.

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

THAT THE HERZOG FOUNDATION CABINS SITE PLAN AT 188TH STREET AND NORTH MAIN STREET BE APPROVED WITH THE ADDITIONAL INFRASTRUCTURE OF A SIDEWALK AND CHIP AND SEAL ON N. MAIN BE INCLUDED IN THE CONSTRUCTION.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of July 2021.

Damien Boley, Mayor	
ATTEST:	
Linda Drummond, City Clerk	_





Date: July 6, 2021

Prepared By: Jack Hendrix

Subject: Herzog Foundation Cabins

This Staff Report has been revised to reflect negotiated changes to the adjacent street improvements in accordance with the Planning Commission recommendation at the June meeting.

In March of 2020, the Herzog Foundation came forward with a proposed new subdivision and rezoning request on the north 8 acres of the Catholic Church parcel. The purpose of that proposal was to allow the design and construction of an approximately 17,000 square foot national headquarters and office complex. The original concept was to have an entrance approximately 275' east of 169. That proposal triggered certain off-site street improvements along 188th St. from 169 to Main St., subject to the actual site plan submitted. That zoning and plat were approved in the City's first Zoom Planning Commission meeting.

In September, the foundation came forward with the actual site plan documents for the foundation. In those documents, in addition to the foundation headquarters, the foundation indicated that they had future plans to put some form of cabins on the property for use of out-of-town guests. At that time, there was not enough information for city staff to evaluate the proposal, so it was not included in the Site Plan approval from September of 2020.

Recently, the foundation submitted plans for the development of the cabins. The review of the plans as submitted meet the design and layout standards of the Site plan ordinances. The most significant point of discussion has been the development of the site significantly to the east of the headquarters building in what was originally a large, wooded area. Now that the site plan is expanding, and more particularly nearly to the Main St. intersection, staff originally required the remainder of the adjacent

street improvements. The applicant agreed to perform chip and seal overcoat on the adjacent portion of Main St.

At the June meeting, the commission postponed the vote on the site plan until July, with the request that the city staff and applicant try to come to an agreement on the adjacent infrastructure improvements. Following that work, staff brings forward an agreed to set of improvements, identified as conditions for the Planning Commission to place on the recommendation of approval. Staff also formally waived any traffic study update requirements contained in the site plan ordinance given the agreement and the relatively small number of potential vehicles.

Staff recommends approval of the Site Plan with the following conditions for the infrastructure improvements of Main St.:

- 1. Applicant shall construct a 5' Sidewalk installed to city standards located on city ROW within 1' of property line.
- 2. Applicant shall perform chip and seal over the entire width of N. Main from the end of 188th St. construction performed as a part of the original development plan, south to the property line of the subject property for a distance not to exceed 314.40 feet.

| 22 Stanley Herzog Foundation: Cabins ISSUED FOR: Planning Commission <u>Structural Engineer</u> PMA Engineereing 6717 Shawnee Mission Pkwy #100 MEP Engineer PKMR Engineers 13300 W 96th Street <u>Civil Engineer</u> SK Design Group, Inc. 4600 College Blvd. Suite 100 <u>Landscape Architect</u> Hoerr Schaudt Landscape Architects <u>Lighting</u> LightWorks,Inc. 361B Main OwnerContractorStanley Herzog FoundationCrossland Construct14450 N US Highway 169, Ste L3252 Roanoke Rd Architect GastingerWalker& 817 Wyandotte Street 2100 Central Street, Suite 01C Kansas City, MO 64111 Contact: Matt Crossland Weston, MO 64098 Contact: Katie Green Kansas City, MO 64115 Contact: Anthony Luca Kansas City, MO 64108 Contact: Aaron Ross Overland Park, KS 66202 Contact:Frank Smith Lenexa, KS 66215 Contact: Pete Christiansen Overland Park, KS 66211 Contact: Sassan Mahobian aluca@gastingerwalker.com 816.679.9551 aross@hoerrschaudt.com 312.492.6501 fsmith@pmaengineering.com 913.563.5745 katie@lightworkskc.com 816.640.9948 x3 matt.crossland@crossland.com pete.christiansen@pkmreng.com sassan@skdg.com Loop Trail Entry Phase 1: Offices Phase 2: Cabins Submitted to Planning Commission 09.08.2020 Submitted to Planning Commission 06.08.2021

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LIGHTING DESIGNER LightWorks, Inc. 816.640.9948

Stanley Herzog Foundation: Cabins

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ISSUED FOR:

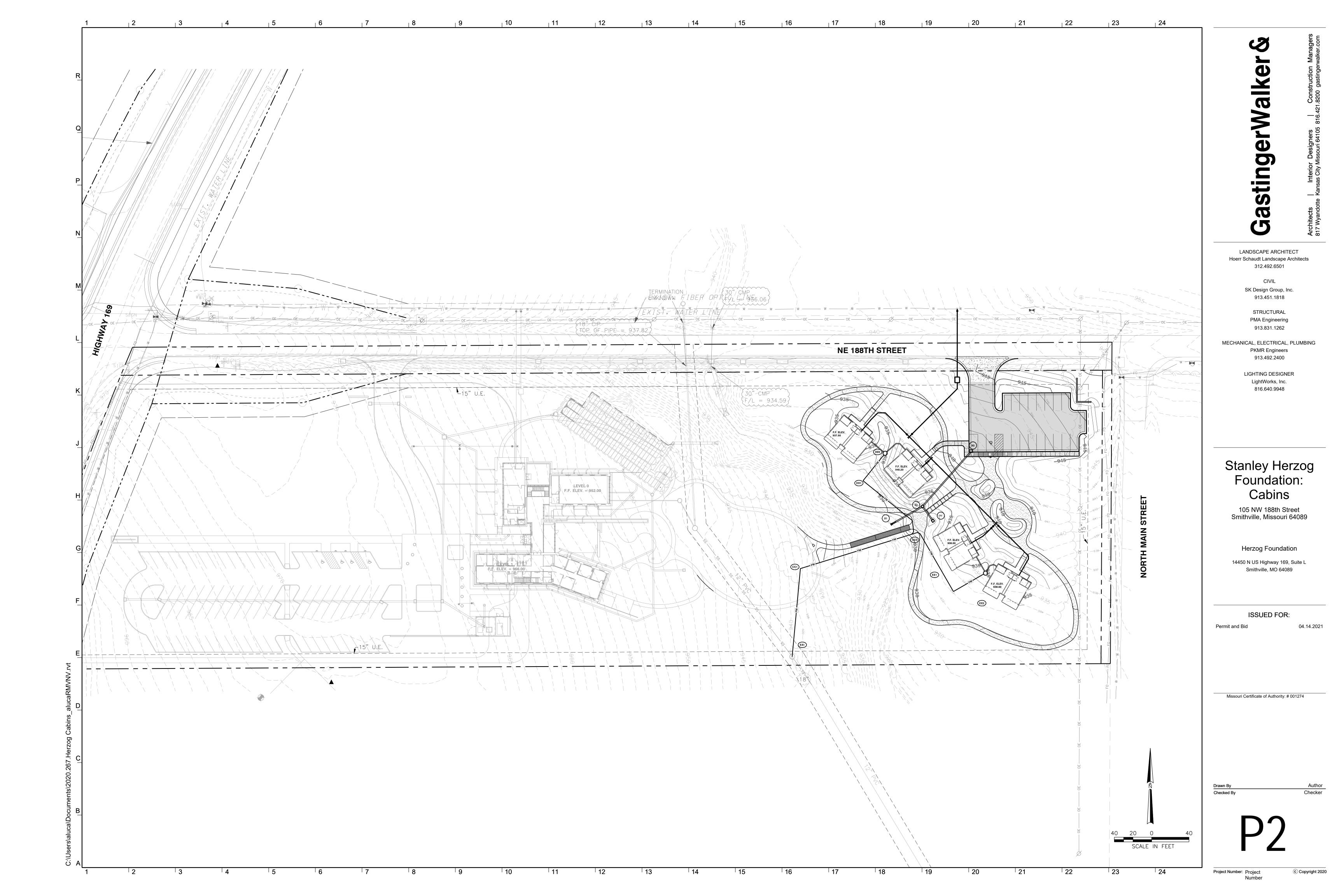
Planning Commission

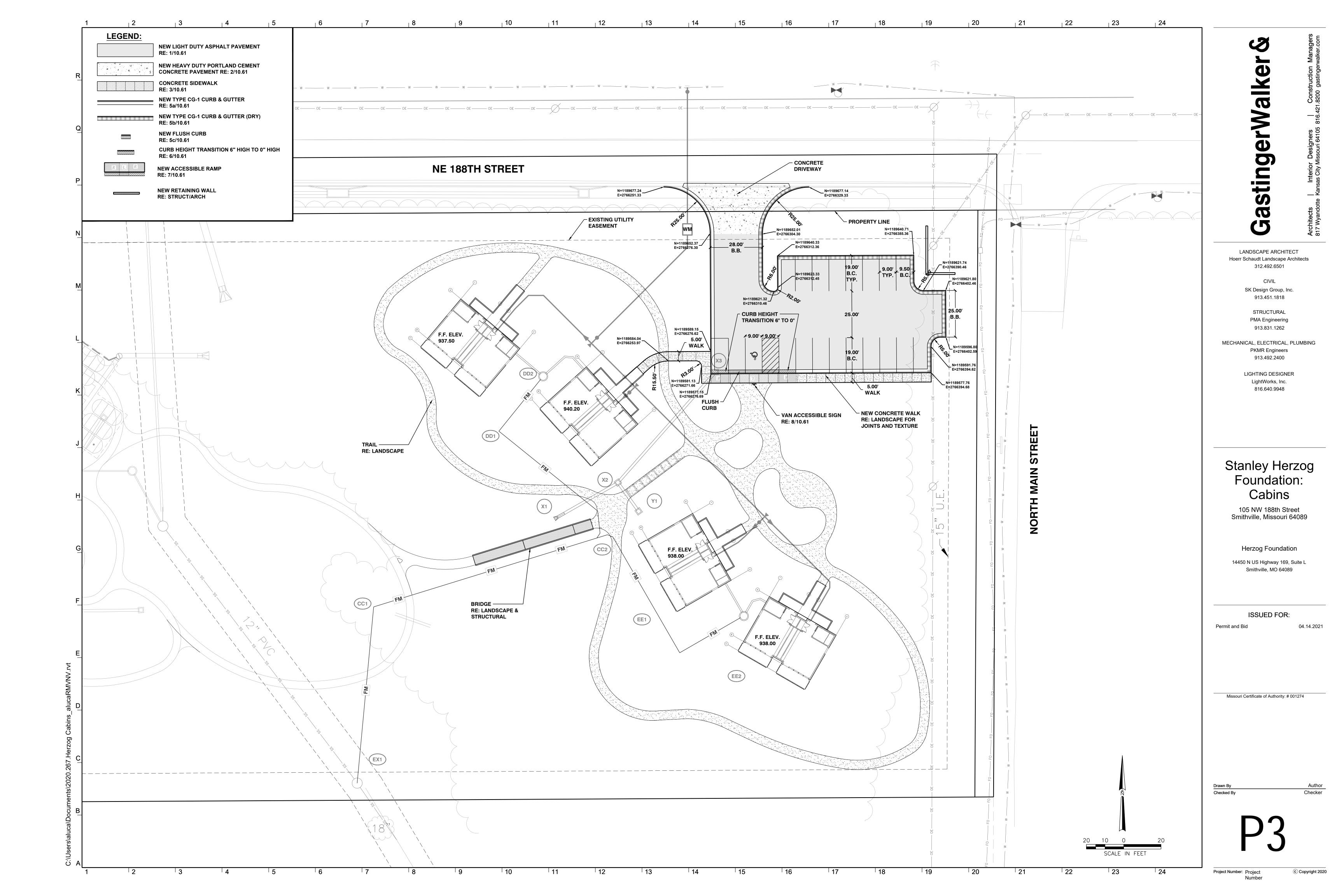
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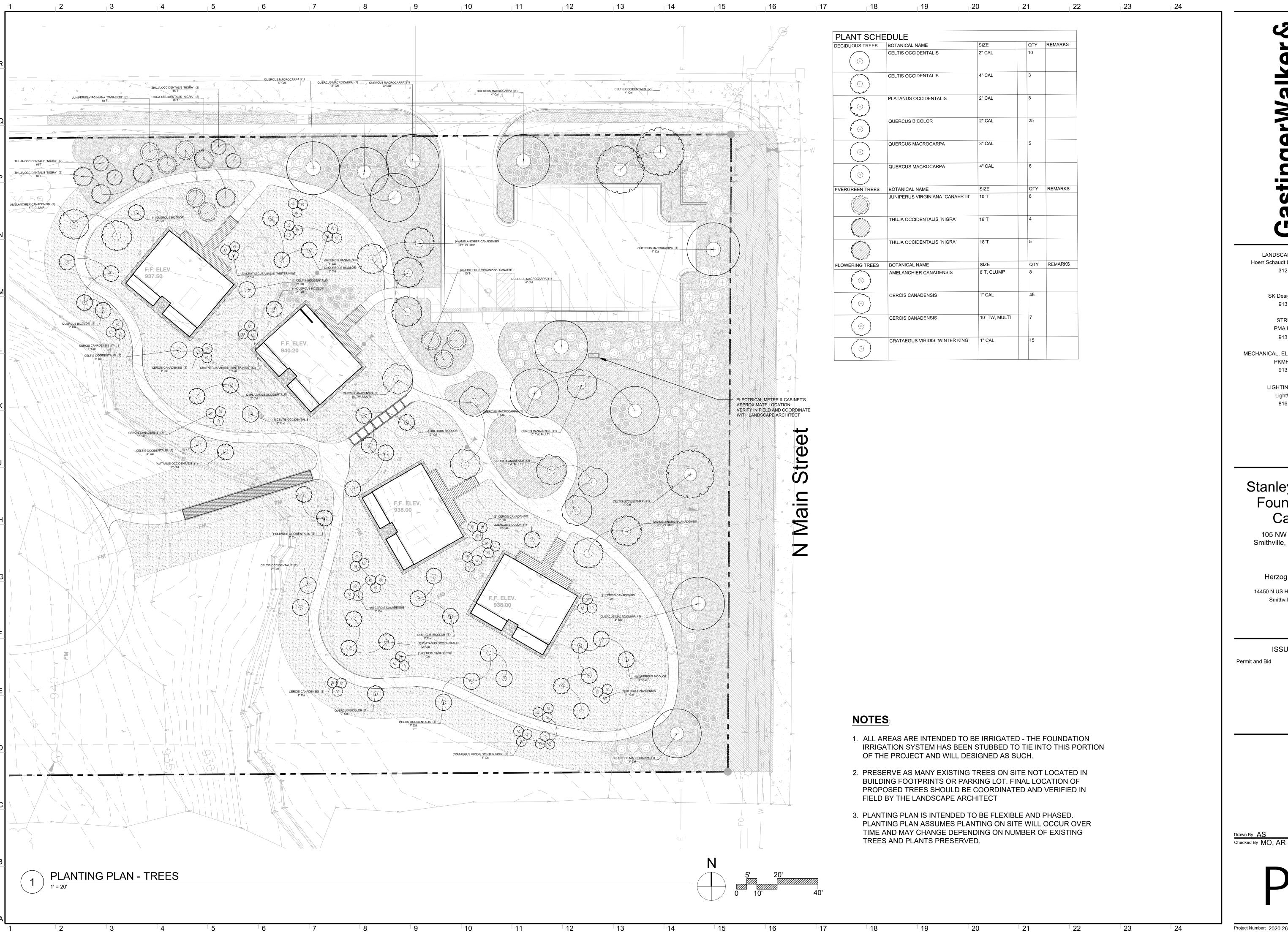
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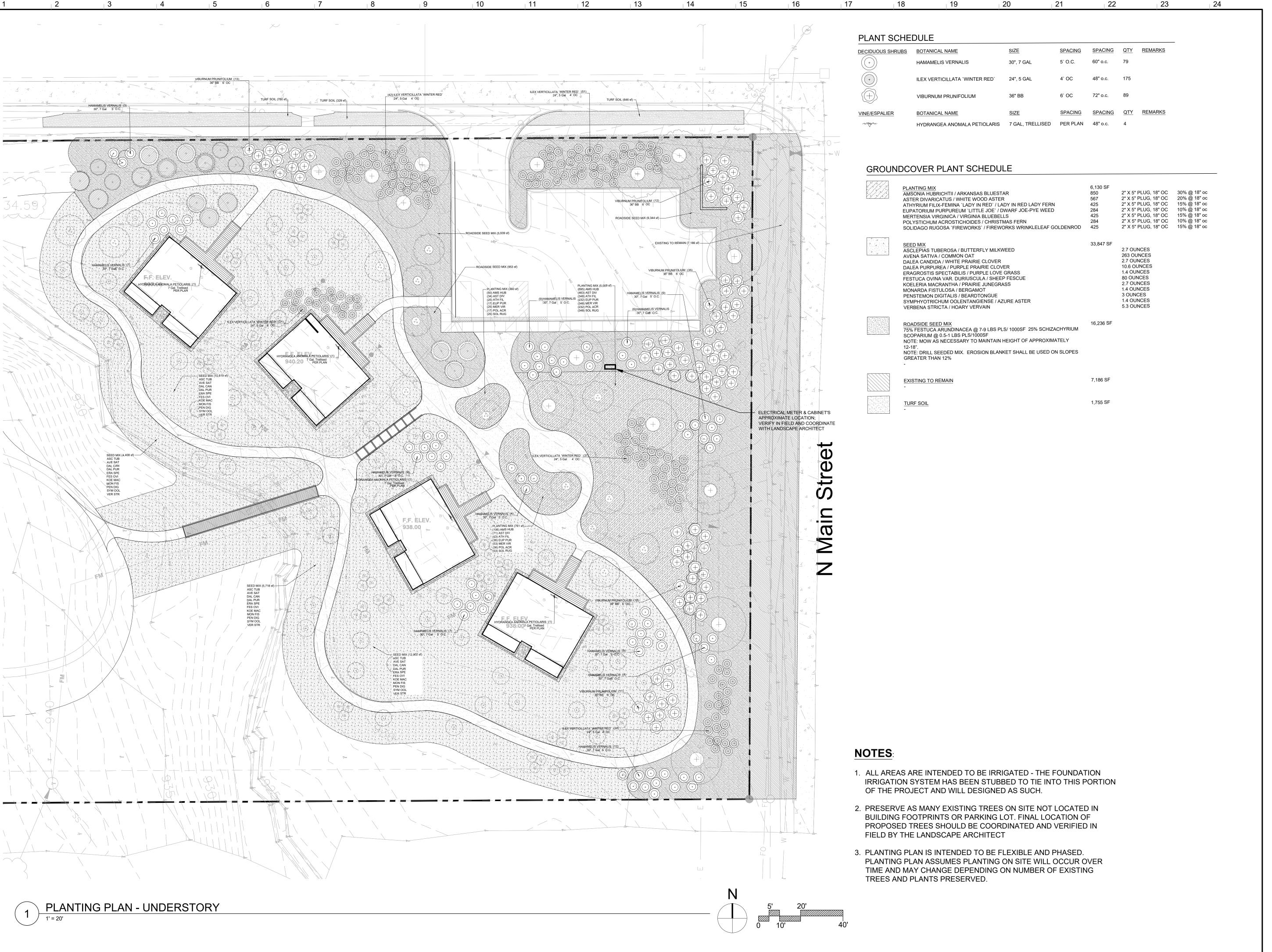
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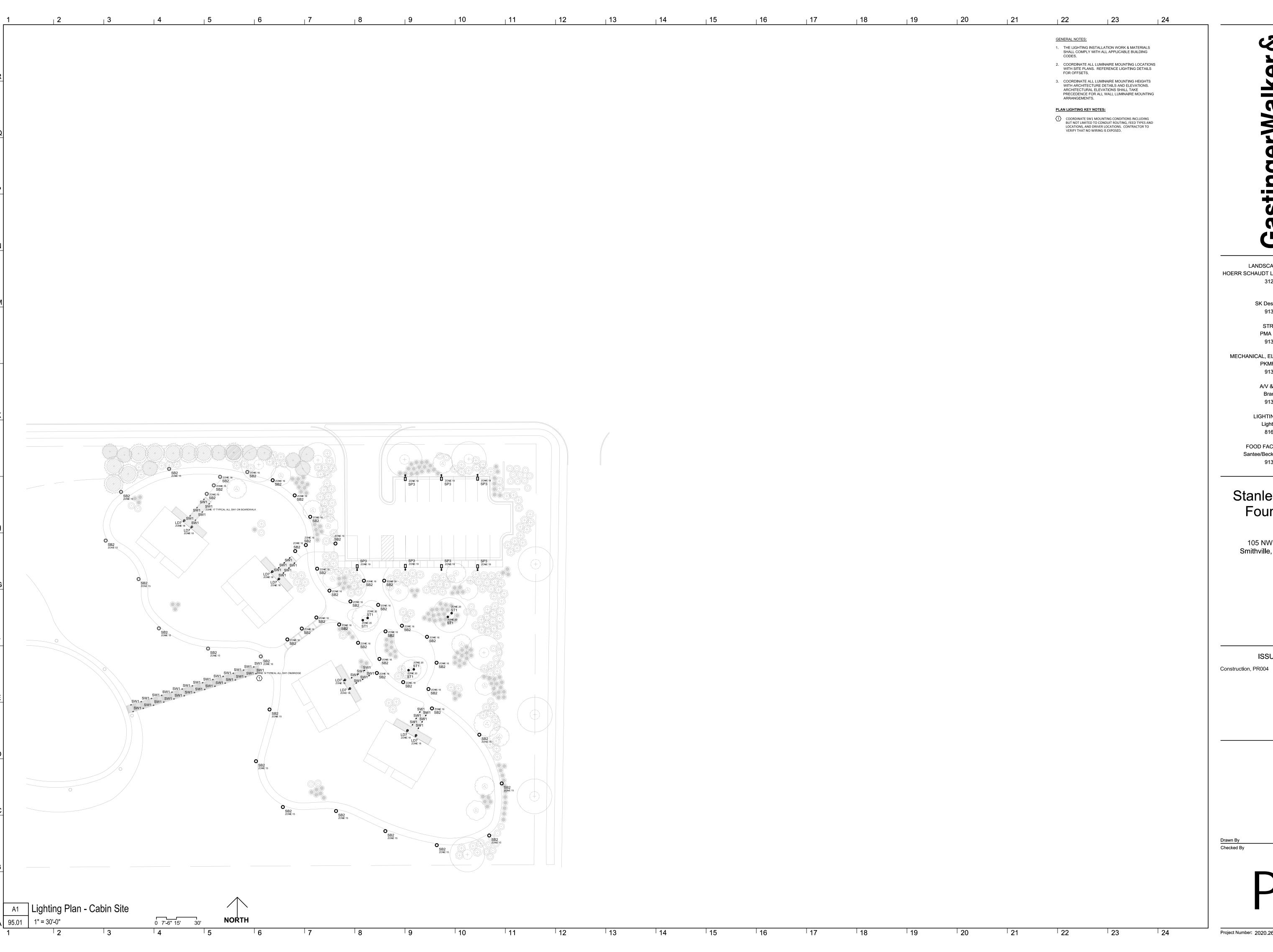
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