



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
September 7, 2021

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

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

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

1. Call to Order
2. Pledge of Allegiance
3. Proclamation – Constitution Week, September 17-23
4. Public Hearing
Annexation Lot 8, Lakeside Crossing
5. Consent Agenda
 - Minutes
 - August 17, 2021, Board of Alderman Work Session Minutes
 - August 17, 2021, Board of Alderman Regular Session Minutes

REPORTS FROM OFFICERS AND STANDING COMMITTEES

6. Committee Reports
7. City Administrator's Report

ORDINANCES & RESOLUTIONS

8. **Bill No. 2913-21, Repealing and Replacing Section Site Plan – 2nd Reading**
An Ordinance repealing and replacing Section Site Plan with requirements for improvements to adjacent public infrastructure or off-site infrastructure impacted by the proposed site plan project in any commercial district. 2nd reading by title only.
9. **Bill No. 2914-21, Amending Provisions of the International Building Code – 2nd Reading**
An Ordinance amending certain provision of the building code to reinstate the ice dam protection to the codes and would reinstate a pool barrier height amendment made for the previous code. 2nd reading by title only.

- 10. Bill No. 2915-21, Annexation of Lot 8, Lakeside Crossing – 1st Reading**
An Ordinance approving the annexation of Lot 8, Lakeside Crossing, 2413 Northeast 157th Street. 1st reading by title only.
- 11. Bill No. 2916-21, Amending Certain Sections 600 Alcohol – 1st Reading**
A Resolution repealing and replacing Section 600.005 through 600.030 and adding Section 600.031 of the City Alcohol Codes pertaining to Sunday sales and Liquor By the Drink To Go. 1st reading by title only.
- 12. Resolution 956, Change Order for Street Maintenance Program**
A Resolution approving a change order to the 2022 Street Maintenance Program and authorizing a contract extension to Superior Bowen in the amount of \$5,961.74.
- 13. Resolution 957, Award Bid No. 21-17, Police Department Facility Study**
A Resolution awarding Bid No. 21-17, Police Department Facility Study, to TreanorHL in the amount of \$45,250.
- 14. Resolution 958, Fireworks Event White Iron Ridge**
A Resolution approving a fireworks event at White Iron Ridge on September 16 at 10:00 p.m. to last for approximately five minutes.
- 15. Resolution 959, Senior Discount Policy for Residential Trash and Recycling**
A Resolution approving the Senior Discount Policy discounting monthly residential trash and recycling rates for senior citizens.
- 16. Resolution 960, Special Event Permit, Hero-Fest**
A Resolution issuing a Special Event Permit for the September 11, 2021 Hero-Fest Event at Courtyard Park.
- 17. Resolution 961, Stewardship Agreement for Trail Maintenance**
A Resolution authorizing and directing the Mayor to enter into a 25-year Stewardship Agreement with Missouri Department of Natural Resources for maintenance of the Main Street Trail.
- 18. Resolution 962, Main Street District Special Request**
A Resolution approving a special request to waive the fees for Main Street District's Pet's Day Out event on September 26, 2021.
- 19. Resolution 963, Purchase of Police Radar and Laser Equipment**
A Resolution approving the purchase and installation of six dash mounted radar units and one laser speed measuring device in an amount not to exceed \$17,447.
- 20. Resolution 964, Hazardous Moving Violation Grant Agreement**
A Resolution authorizing and directing the Mayor to sign an agreement with MoDOT Highway Safety Division for the Hazardous Moving Violation Grant.
- 21. Resolution 965, DWI Enforcement Grant Agreement**
A Resolution authorizing and directing the Mayor to sign an agreement with MoDOT Highway Safety Division for the DWI Enforcement Grant.

22. Resolution 966, Purchase of Snow Removal Equipment

A Resolution approving the purchase of snow removal equipment from American Equipment in the amount of \$13,546.

23. Resolution 967, Repair Motive Pump

A Resolution authorizing the expenditure of funds from the Combined Water and Wastewater System Fund for the repair of a motive pump in the amount of \$20,187.60 from Mid-America Pump.

24. Resolution 968, Authorizing Payment for Police Academy

A Resolution authorizing payment to the Metropolitan Community College for Police Academy training in the amount of \$8,120.15.

OTHER MATTERS BEFORE THE BOARD

25. Public Comment

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

26. 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.

27. Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/84236196048>

Meeting ID: 842 3619 6048

Passcode: 904156





PROCLAMATION

WHEREAS, It is the privilege and duty of the American people to commemorate the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Damien Boley, by virtue of the authority vested in me as Mayor of the City of Smithville of the State of Missouri do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHERE OF, I, Mayor Damien Boley, have hereunto set my hand and caused the Seal of the City of Smithville be affixed this 7th day of September of the year of our Lord Two Thousand Twenty-One.

Signed _____
Damien Boley, Mayor



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Development

AGENDA ITEM: Annexation Public Hearing

REQUESTED BOARD ACTION:

Conduct a public hearing in accordance with State Law concerning annexation of Lot 8, Lakeside Crossing.

SUMMARY:

This lot is included in the legal action filed by the City earlier this year. Upon completion of this annexation, only one lot remains to be annexed.

BACKGROUND:

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

PREVIOUS ACTION:

None

POLICY ISSUE:

Comprehensive Plan and Board Strategic Plan.

FINANCIAL CONSIDERATIONS:

None.

ATTACHMENTS:

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

AFFIDAVIT OF PUBLICATION

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

Reference: 269213
Ad ID: 6690554

P.O. : DESC :Hearing Sept 7.Volun Annex Appl.Lot 8

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

County of Clay
State of Missouri

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

(Published in the Courier-Tribune
Thurs. 8/26/21)

NOTICE OF PUBLIC HEARING


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

Lot 8, Lakeside Crossing First Plat, a subdivision of land in Clay County, Missouri, according to the recorded plat thereof, more commonly known as 2413 NE 157th Ter.

All persons interested in said matter will be heard at this time concerning their views and wishes; and any protest against any of the provisions of the proposed changes to the city limits will be considered by the Board as provided by law.

Run Dates: 08/26/21 to 08/26/21
Appearances: 1
AD SPACE: 48
TOTAL COST: \$25.42

(Signed)



Subscribed and sworn before me this

26 day of August 2021
Judy B. Moreno Notary Public

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



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Administration

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - August 17, 2021 Board of Alderman Work Session Minutes
 - August 17, 2021 Board of Alderman Regular Session Minutes

SUMMARY:

Voting to approve would approve the Board of Alderman minutes.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

SMITHVILLE BOARD OF ALDERMAN

WORK SESSION

August 17, 2021, 5:30 p.m.
City Hall Council Chambers

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

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

1. Call to Order

Mayor Boley, present at City Hall via Zoom, called the meeting to order at 5:30 p.m. A quorum of the Board was present via Zoom meeting: Steve Sarver, Marv Atkins, Kelly Kobylski, Dan Ulledahl, John Chevalier and Dan Hartman.

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

2. Discussion of FY21 9-Month Budget Update

Stephen Larson, Finance Director, presented the FY21 9-month budget update.

- *FY21 projections are updated for Q3.*
- *FY21 budget figures include budget amendments approved by the Board:*
 - *Budget Amendment #1*
 - *Budget Amendment #2*
 - *Budget Amendment #3*
 - *Budget Amendment #4*
 - *Budget Amendment #5*
 - *Budget Amendment #6*
 - *Budget Amendment #7*
- *Expenditures include 19 of the 26 fiscal year payrolls. 73% of wage related expenses have been paid through 19 payrolls.*

General Fund

General Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$4,634,040	\$5,182,612	\$4,142,658	89.40%

- *Higher FY21 projection primarily driven by use tax collections, building permit revenue, and CARES Transfer In of remaining funds (\$239,288)*

General Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$5,965,540	\$5,727,496	\$3,846,235	64.47%

One Time Capital Improvement and Professional Services Expenses

- City Hall Renovation (\$315,000) – Project Complete With 1 Pay App Remaining
- Downtown Streetscape East (\$105,000) – In Progress
- Transportation Master Plan (\$99,000) – In Progress
- Streets & Parks Facility Design/Engineering (\$250,000) - To Begin Shortly

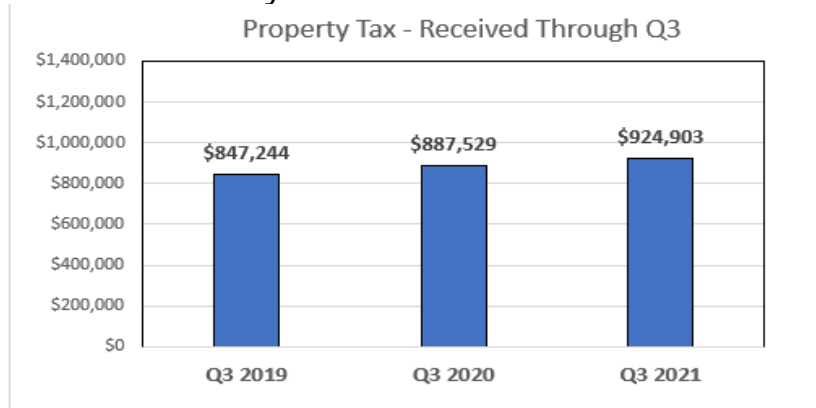
Property Tax Revenue

General Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Property Tax Revenues	\$886,950	\$925,841	\$924,903	104.28%

TIF property tax (PILOTS) owed for jurisdictions for the Marketplace has been paid to taxing entities. TIF property tax that is owed to the TIF from these jurisdictions has been transferred into the Special Allocation Fund.

Property Tax Revenue

3 Year Trend History of Quarter 3



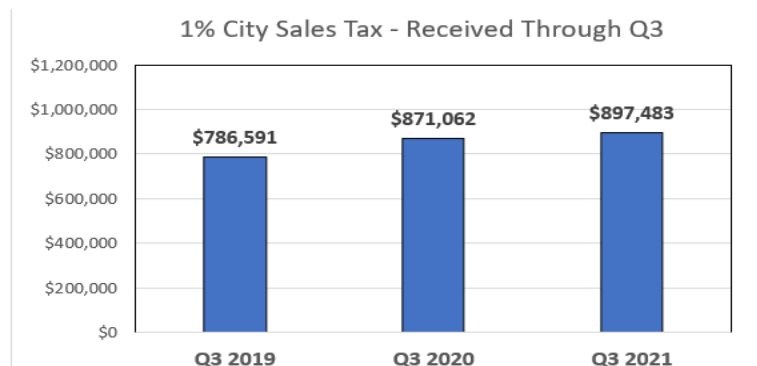
Sales Tax Revenue

General Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Sales Tax Revenues	\$1,205,020	\$1,209,198	\$897,483	74.48%

- The City, on average in the past 3 years, receives **71%** of sales tax annual revenue by the 3rd quarter of the fiscal year.

Sales Tax Revenue

3 Year Trend History of Quarter 3



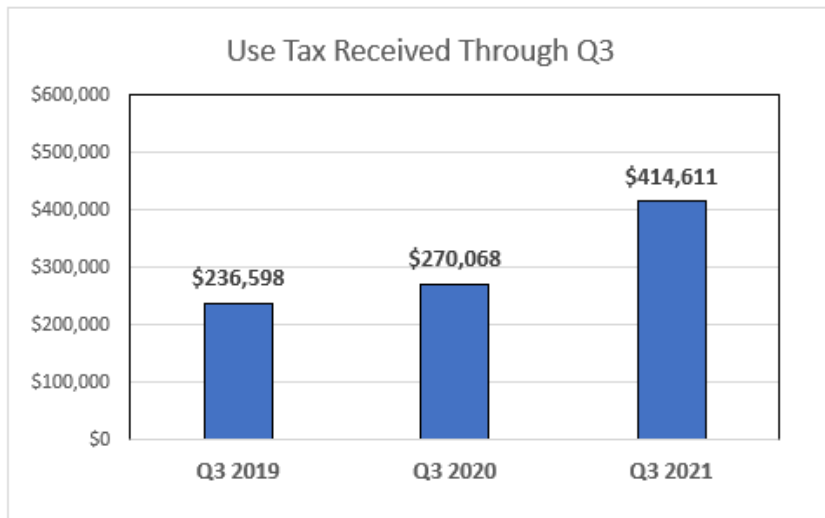
Use Tax Revenue

General Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Use Tax Revenues	\$414,260	\$550,250	\$414,611	100.08%

- The City, on average in the past 3 years, receives **69.5%** of use tax annual revenue by the 3rd quarter of the fiscal year.

Use Tax Revenue

3 Year Trend History of Quarter 3



Capital Projects Fund

Capital Projects Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$273,000	\$547,250	\$214,478	78.56%

- Received portion of DNR Grant for Main Street Trail - \$208,000. \$291,000 is expected and staff is working on reimbursement process.
- Payments in Lieu of Dedication -> \$7,000

Capital Projects Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$1,737,440	\$1,737,440	\$1,257,909	72.40%

- Main Street Trail – Project Completed and Final Pay App Processed
- Downtown Streetscape East: **\$523,440** Budgeted in Fund

Capital Improvement Sales Tax Fund

Capital Improvement Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$530,750	\$615,250	\$469,398	88.44%

- The City, in the past year, received **69%** of capital improvement sales tax annual revenue by the 3rd quarter of the fiscal year.
- Capital Improvement Sales Tax **is not subject** to TIF EATS collections.

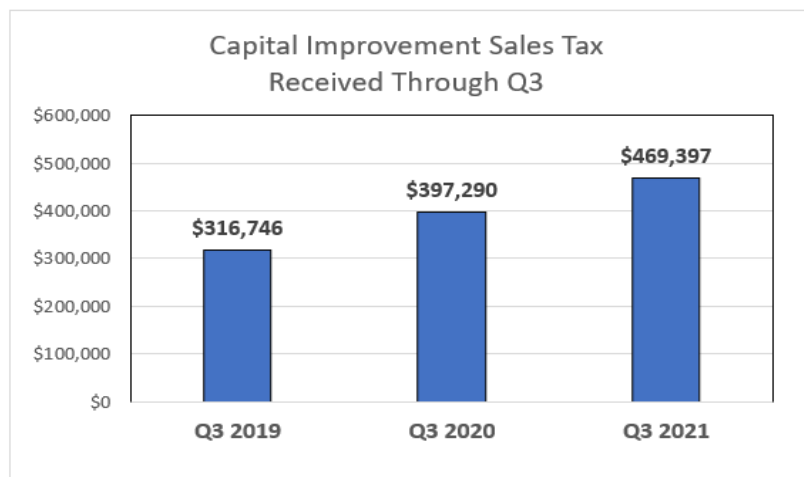
Capital Improvement Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$952,250	\$952,250	\$542,373	56.96%

Budget and projections figure include Budget Amendment #8 Transfer In

- Downtown Streetscape East: **\$410,000** Budgeted in Fund
- Transfer to Debt Service Fund for Payments: **\$342,190**
- Budget Amendment #8: Transfer **\$200,000** to assist with Capital Projects Fund

Capital Improvement Sales Tax Revenue

3 Three Trend History of Quarter 3



Debt Service Fund

Debt Service	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$342,190	\$342,190	\$342,190	100.00%

- Transfer in of **\$342,190** from the Capital Improvement Sales Tax Fund to support Debt Service payments.

Debt Service	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$329,860	\$329,860	\$231,263	70.11%

- *GO Debt Payments (for Series 2018 and Series 2019) were made on March 1, 2021, and are scheduled for payment on September 1, 2021*

Transportation Sales Tax Fund

Transportation Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$530,750	\$558,000	\$418,689	78.89%

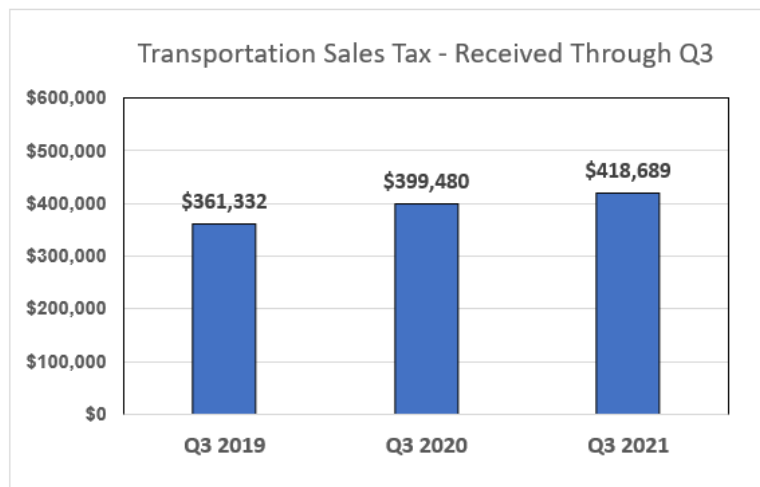
- *The City, on average in the past 3 years, receives 70.3% of transportation sales tax annual revenue by the 3rd quarter of the fiscal year.*
- *Transportation Sales Tax is subject to TIF EATS collections.*

Transportation Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$1,105,820	\$1,092,041	\$215,964	19.53%

Budget and projections figure include Budget Amendment #8 Transfer In

- *Bridgeport Roundabout Design (\$99,000) – In Progress*
- *2021 Street Maintenance Program (Rock Creek) (\$605,000) – In Progress*
- *Downtown Streetscape East (\$169,000) – In Progress*

Transportation Sales Tax Revenue 3 Year Trend History of Quarter 3



Special Allocation Fund (TIF/CID)

Special Allocation Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$520,000	\$529,045	\$358,316	68.91%

- *TIF EATs (Economic Activity Taxes), PILOTs, and CID (Community Improvement District) Sales Tax (1%) have all been collected and deposited into the fund*

Special Allocation Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$520,000	\$520,000	\$0	0.00%

- *Economic development legal counsel has not received updated certified costs from Developer yet (therefore, no disbursement of funds).*

Combined Water and Wastewater System Fund

CWWS Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Received
Revenues	\$4,808,890	\$4,919,703	\$3,581,274	74.47%

- *Water and Wastewater Sales: 87% of Revenue Budget*
- *Penalties and Disconnects: 1% of Revenue Budget*
- *Water and Sewer Impact Fees: 8% of Revenue Budget*
- *Connection, Stormwater, and Interest: 4% of Revenue Budget*

CWWS Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% of Budget Expended
Expenditures	\$7,525,260	\$5,925,614	\$2,514,879	33.42%

- *One Time Capital Improvement and Professional Services Expenses*
 - *Wastewater Master Plan - Completed*
 - *Main Street Waterline – Completed*
 - *Raw Water Pump Station, Valve Box, Zebra Mussel – To Begin Shortly*
 - *Slipline Sewer Program – Completed*

Water and Wastewater Sales Revenue

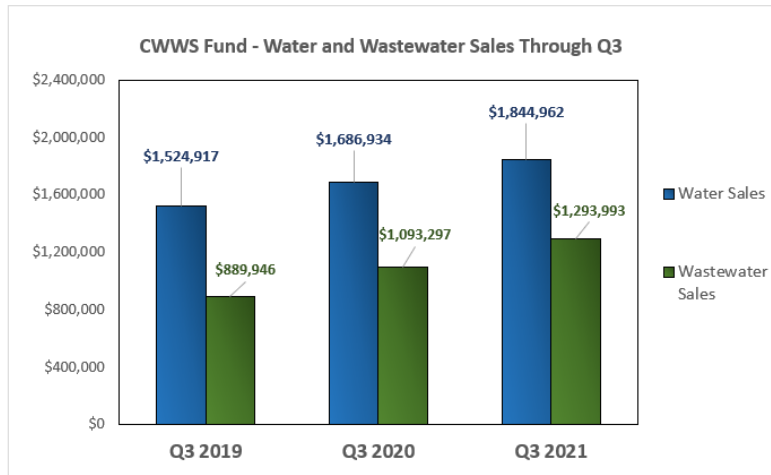
CWWS Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% Received of Budget
Water Sales	\$2,493,650	\$2,586,756	\$1,844,962	73.99%

- *The City, on average in the past 3 years, receives 69.3% of water sales annual revenue by the 3rd quarter of the fiscal year.*

CWWS Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% Received of Budget
Wastewater Sales	\$1,689,910	\$1,705,397	\$1,293,993	76.57%

- The City, on average in the past 3 years, receives **72.6%** of wastewater sales annual revenue by 3rd quarter of the fiscal year.

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



Sanitation Fund

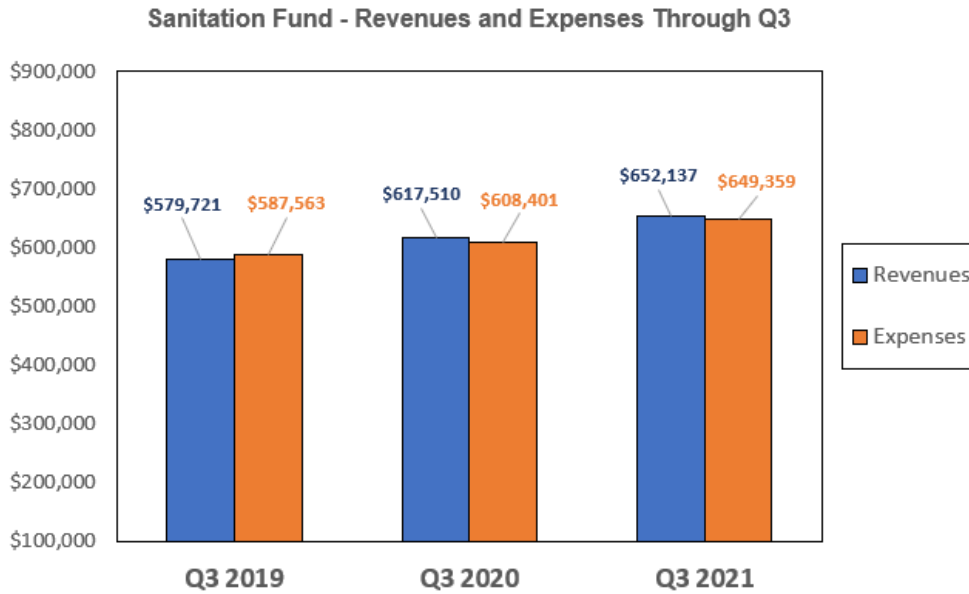
Sanitation Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% Received of Budget
Revenues	\$890,550	\$867,351	\$652,137	73.23%

- The City, on average in the past 3 years, receives **74.5%** of solid waste annual revenue by the 3rd quarter of the fiscal year.

Sanitation Fund	FY21 Budgeted	FY21 Projections	FY21 YTD	% Expended of Budget
Expenditures	\$885,710	\$864,412	\$649,359	73.32%

- The City pays GFL (Green For Life) on a monthly basis for waste collection services.
- The City also pays to participate in the Household Hazardous Waste collection program administered by MARC which is funded by the Sanitation Fund.

Sanitation Fund – 3 Year Trend History of Quarter 3



Park and Stormwater Sales Tax Fund

Park & Stormwater Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% Received of Budget
Revenues	\$442,290	\$565,960	\$424,470	95.97%

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

Park & Stormwater Sales Tax	FY21 Budgeted	FY21 Projections	FY21 YTD	% Expended of Budget
Expenditures	\$225,000	\$225,000	\$46,953	20.87%

- Park Improvements (near Splash Pad) (\$25,000)
- P&R Master Plan and Trails & Connectivity Plan (\$100,000)
- Stormwater Project(s) (\$100,000)

VERF (Vehicle and Equipment Replacement Fund)

VERF	FY21 Budgeted	FY21 Projections	FY21 YTD	% Received of Budget
Revenues	\$165,000	\$91,971	\$91,971	55.74%

- **\$40,000** in seed funds transferred from the General Fund to the VERF.
- Additional **\$125,000** budgeted for sale of turn-in vehicles.
- **11** turn-in vehicles have sold through July 2021

VERF	FY21 Budgeted	FY21 Projections	FY21 YTD	% Expended of Budget
Expenditures	\$125,000	\$65,838	\$42,092	33.67%

- Enterprise leasing expenses were first incurred in **February 2021**.

The Board did not have any questions on the FY21 9-month budget update.

3. Discussion of FY22 Proposed Operating Budget

Stephen presented the proposed operating budget. He began by thanking the Department Directors for working with him on his first budget and helping him to understand the City and how all the expenses work. He also thanked Cynthia and appreciated getting to work with her in preparing this budget. Stephen told the Board that he was really looking forward to getting their input and feedback on the CIP projects and department budgets.

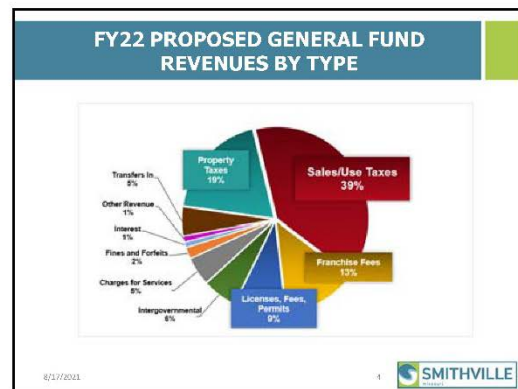
General Fund

FY22 PROPOSED GENERAL FUND REVENUE SUMMARY				
General Fund Revenues	Actual FY20	FY21 Budget	Projected FY21	FY22 Proposed Budget
Property Taxes	895,583	896,990	925,841	925,099
Sales and Use Taxes	1,772,257	1,636,150	1,851,313	1,852,351
Franchise Taxes	710,418	681,430	668,090	648,090
Licenses, Fees, and Permits	350,253	352,940	447,135	447,058
Intergovernmental Revenues	298,712	334,880	325,734	333,892
Charges for Services	214,339	230,560	262,894	236,270
Fines and Forfeits	144,336	168,980	141,365	111,900
Interest	116,770	45,000	45,000	46,800
Other Revenue	46,400	27,960	56,782	29,210
Transfers In	174,520	299,170	448,458	248,340
Total Revenues	4,763,608	4,634,940	5,192,612	4,918,620

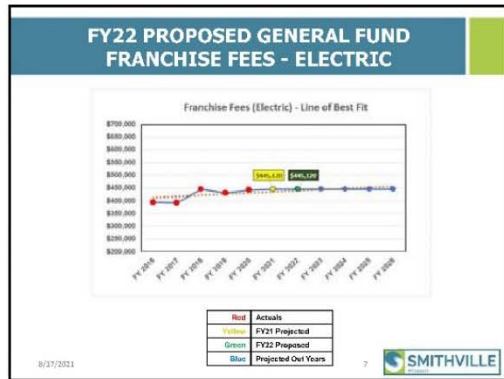
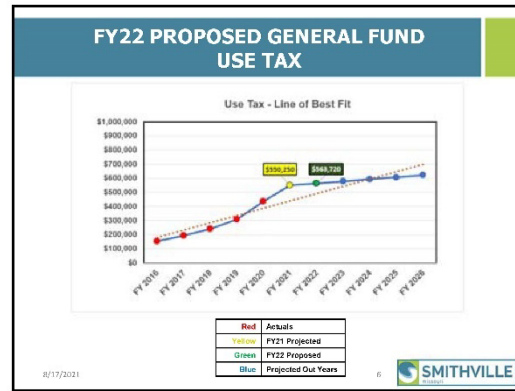
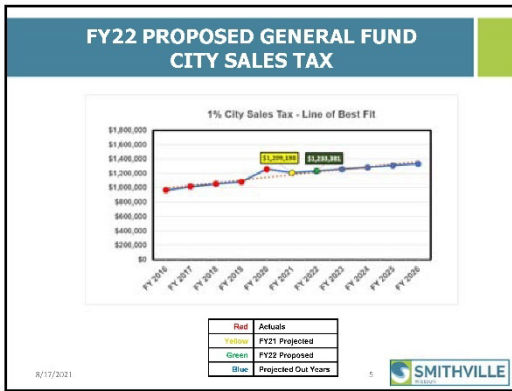
Sales and Use Taxes Category also includes Motor Vehicle Sales Taxes

8/17/2021 3 SMITHVILLE

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FY22 PROPOSED GENERAL FUND KEY OPERATING ASSUMPTIONS

Assumption	Operating Expenditure
3% Increase	Average Salary Merit Pool (May 2022)
10% Increase	Healthcare/Insurance Employer Expense
3% Increase	Electric Utility (Energy) Expense
3% Increase	Gas Utility (Spine) Expense
\$2.75 / Gallon	Automotive Fuel Per Gallon (Up from \$2.50 / Gallon)
\$1.59 / Gallon	Propane Costs Per Gallon (Up from \$1.25 / Gallon)
3% Increase	Dispatching Costs

8/17/2021

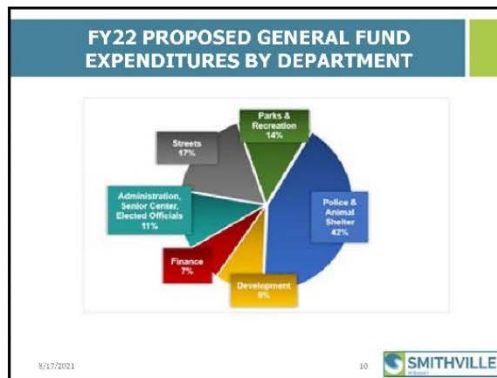
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FY22 PROPOSED GENERAL FUND EXPENDITURE SUMMARY

General Fund Expenditures	Actual FY20	FY21 Budget	Projected FY21	FY22 Proposed Budget
Personnel Services	2,318,297	2,604,280	3,345,448	3,689,430
Contractual Services	288,535	810,530	816,894	336,040
Commodities	678,054	554,250	847,117	320,110
Capital Outlay	\$48,103	\$48,500	678,040	194,600
Transfers Out	-	40,000	40,000	20,000
Total Expenditures	4,934,029	5,965,540	5,727,498	5,178,180

8/17/2021

9



FY22 PROPOSED GENERAL FUND EXPENDITURE HIGHLIGHTS

Amount	Highlighted Expenditure
\$135,000	Replacement of 3 Police Vehicles (One-Time) (Vehicles leased through Enterprise or purchased via cooperative bid)
\$20,000	Annual VERF Support (with \$20,000 coming from the General Fund and \$20,000 from the CWWS Fund, for a total of \$40,000 in support)
\$14,000	DirectionFinder Citizen Survey (One-Time)
\$10,000	Wide Format Plotter/Printer to print maps/scan large planning documents (\$10,000 budgeted in General Fund and \$10,000 budgeted in CWWS Fund) (One-Time)
\$50,000	GIS/Asset Management (\$100,000 Total: \$50,000 coming from General Fund and \$50,000 from CWWS Fund) (One-Time)

8/17/2021

11

FY22 PROPOSED GENERAL FUND EXPENDITURE HIGHLIGHTS (Continued)

Amount	Highlighted Expenditure
\$75,000	Campground Electrical Upgrades (Phase II and Phase III) Capital Improvement Project. This is supported through the CAREs Funding Transfer into General Fund (One-Time)
\$20,000	Purchase of 10 Patrol Rifles (One-Time)
\$8,000	Contracted Snow Removal for Servicing an Additional Neighborhood
\$2,000	Additional Newsletter Postings and Improved Formatting
\$3,300	Ongoing/Annual Expense for INCODE Development Module (to bring efficiency in software operations and coordination to department)
\$540	Janitorial Services Renewal with City Wide Maintenance

8/17/2021

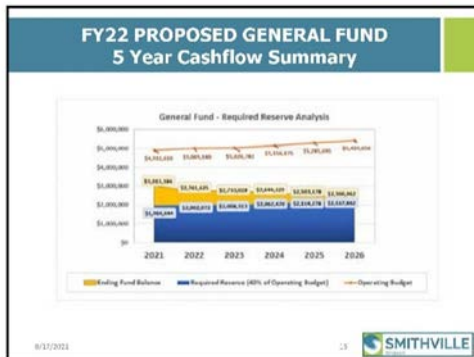
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FY22 PROPOSED GENERAL FUND UNFUNDED REQUESTS	
Unfunded Requests	
Implementation of Classification and Compensation Study Recommendations	
Neighborhood Grant for Neighborhood Beautification and Improvements	
1 Parks Maintenance Worker Position	
1 Communications/Marketing/Event Coordinator Position	
1 Street Maintenance Worker Position	

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FY22 PROPOSED GENERAL FUND NET CHANGE IN FUND BALANCE			
	Actual FY20	Projected FY21	Proposed FY22
Beginning Fund Balance	\$3,728,491	\$3,558,670	\$3,913,186
Total Proposed Revenues	\$4,763,608	\$5,182,612	\$4,918,620
Total Proposed Expenses	\$4,934,629	\$5,727,496	\$5,170,180
Net Change in Fund Balance	(176,421)	(\$44,884)	(251,560)
Ending Fund Balance	\$3,558,670	\$3,613,186	\$2,791,625

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Alderman Hartman asked Chief Lockridge to expand on the purchase of patrol rifles? He had a resident with questions. Will they go in all the patrol vehicles? Where will they be stored? Are the training and ammunition cost factored in?

Chief Lockridge noted this includes the purchase of the rifles and any peripheral on the rifles which would include lights, slings, optic systems, mounts for the cars and the training to get the officers qualified.

Mayor Boley added that at this time, the officers carry rifles in their patrol cars use their own personal rifles.

Mayor Boley asked if staff had a ballpark figure for the FY22 proposed general fund unfunded requests?

Cynthia noted that for the implementation of Classification and Compensation Study we do not. With regard to the Neighborhood Grant, Anna Mitchell, Assistant City Administrator has been doing some research to see what other communities are doing and it could be anywhere from \$20,000 to \$200,000. The Parks Maintenance Workers and the Communications/Marketing/Event Coordinator were included in the Parks Master Plan. Staff would like to be able to fund all three positions in the near future. She explained that we are waiting to see the results of the Pay and Classification Study so we will have a better idea of the comparability of the salaries

between parks maintenance and street maintenance employees. Staff would like to be able to bring this discussion to the Board once we have a better understanding of the Pay and Classification Study for what the cost might be related to those new positions.

Mayor Boley asked if the position were open would we be able to fill them?

Matt Denton, Parks Director stated that for the last parks maintenance position they had three competitive applicants.

Chuck Soules, Public Works Director stated that they have two utility worker positions open now and have had difficulty with having people show up for the interview. For street maintenance worker they had a position open about a year ago and had a couple of applicants at that time.

Cynthia noted that she did not know if there would be a priority in which position was filled but as a City Administrator, she believes it is more important for the implementation of Classification and Compensation study to ensure that current employees are where they need to be for classifications. So, if there are salary adjustments that need to be made, looking at benefits and making sure that we are taking care of our current employees competitively against the market so that we are not only an employer that people want to stay with but an employer that people would want to work for. Cynthia said she believes that is the first step to recruiting as well.

Mayor Boley said he does not disagree and understands it is the top priority, he just wondered where we sat currently with being able to recruit. He noted that with the new newsletter the marketing/event coordinator position is also important especially with the Senior Center and the Courtyard getting more activity and with the growth of our rec programs. Mayor Boley said that even if the market/event coordinator position was a part-time position we would have plenty of work for them.

Alderman Atkins asked if the Neighborhood Grant would come from the City's budget or are we seeking federal grants?

Alderman Chevalier explained that he saw this in other neighboring communities where they offered a grant to HOA's to partner with the city to help put signage, help with park land structure to help make the city look better.

Mayor Boley noted that there are a few HOA's that would like to make improvements if there were matching funds to help them with the cost.

Cynthia noted that the City would be granting money to those neighborhoods.

Alderman Chevalier asked Cynthia what she would recommend starting a program like this?

Cynthia explained that Liberty's program has been implemented for a while and then she believes they have \$200,000 in their grant program and they give grants of anywhere from \$5,000 to \$25,000. She suggested starting the program with an amount of \$25,000 to \$50,000 and do \$5,000 to \$10,000 match grants could be something the Board could look at. She noted that if this was something the Board would like to look at, staff could put a placeholder number in and obviously bring a program forward for the Board to discuss. She thinks that starting small and seeing what kind of success we would have would certainly be a place to start.

Alderman Chevalier said that he would be in agreement with that recommendation if other members of the Board were.

Cynthia reminded the Board that any funds used from the unfunded requests would continue to reduce the fund balance access that we have.

Mayor Boley suggested leasing the plotter versus buying would save funds. He said something would have to give or the budget would be that much more out of balance.

Alderman Chevalier stated that he is not against reducing the excess reserve cash. He noted that the City has healthy reserves, and he is not a supporter of having taxpayer's money just sitting. He said if there are ways to use those funds to improve the community that would be a better use of the funds.

Mayor Boley said that this could be something that we try and see what kind of a response we get and if we do not get a very good response from the HOA's maybe next year we decrease the funds or if it is popular, we look at increasing the funds.

Alderman Kobylski said she would like to move forward with it.

Mayor Boley asked if the Board all agreed to start off with the amount of \$25,000.

Alderman Atkins said he agreed we should start off with a smaller amount. He noted that we have a lot of things to do for the City first.

Alderman Sarver agreed with the \$25,000.

Alderman Chevalier noted that the distribution of the grant money should be a case-by-case basis. He suggested that if some neighborhoods would supply labor that could possibly go toward their match.

Mayor Boley clarified that Alderman Chevalier wished to include in-kind as part of the match.

Cynthia stated that she had direction from the Board to include \$25,000 in the FY22 budget and staff will begin working on a program to bring forward for

recommendation for Board review and approval so it could be implemented November 1 with the fiscal year.

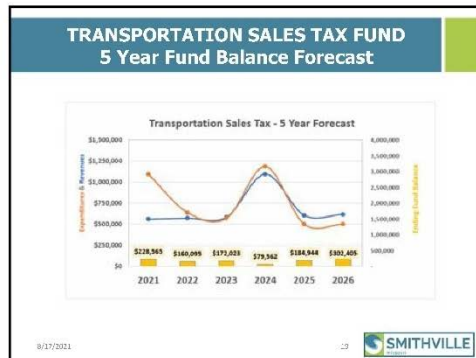
Stephen continued with the Transportation Sales Tax Fund.

TRANSPORTATION SALES TAX FUND Proposed 5 Year CIP						
Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Annual Asphalt Overlay Program		\$300,000	\$300,000	\$300,000	\$300,000	
Asphalt Overlay - Tipton Road Highway 10 to 11 mile Street	\$250,000	-	-	-	-	
Asphalt Overlay - Hospital Drive	\$100,000	-	-	-	-	
4th Street Trench Road Repairs (After 2025 Inspection)	\$100,000	-	-	-	-	
Commercial Street Sidewalk Engineering	-	\$75,000	-	-	-	
Commercial Street Intersect (B&C) Reimbursement	-	-	(\$50,000)	-	-	
Commercial Street Sidewalk Construction	-	-	\$600,000	-	-	
Grand Total (Net Cost)	\$400,000	\$375,000	\$850,000	\$300,000	\$300,000	

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TRANSPORTATION SALES TAX FUND Pending Projects (Outside 5 Year CIP)	
Pending Capital Improvement Projects	Cost Estimate
2nd Street Asphalt Overlay (100 to Bridge)	\$75,000
Diamond Creek Asphalt Overlay	\$175,000
Marionette Asphalt Overlay (Marionette to Highway 10)	\$222,000
100th Street Asphalt Overlay (100 to 110th Street)	\$132,000
Highway 10 Asphalt Overlay (Remaining Road)	\$75,000
Highland Avenue Asphalt Overlay (Highway 10 to 110th)	\$150,000
South Main Street Asphalt Overlay	\$200,000
130th Street Asphalt Overlay (Road Agreement with County)	\$100,000
170th Street Asphalt Overlay (Road Agreement with County)	\$60,000
South Bridge Street - Asphalt Curb, Stormwater	\$144,000
South 1st Street (Curb & Stormwater)	\$30,000
Real Creek/Highway 10/Highway 10/Highway 10/Highway 10	750
Pipe Lane Construction	750
Grand Total (Net Cost)	\$2,118,000

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CAPITAL IMPROVEMENT SALES TAX FUND Proposed 5 Year CIP						
Capital Improvement Project & Debt Service	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Annual Transfer to Debt Service	\$361,560	\$364,845	\$367,330	\$364,875	\$377,320	
Downtown Streetscape Fourth (Bridge Street) Engineering	\$97,000	-	-	-	-	
Downtown Streetscape Fourth (Bridge Street) Construction	-	\$610,000	-	-	-	
B&C Reimbursement (Downtown Streetscape)	-	(\$400,000)	-	-	-	
Downtown Gateway Sign (Engineering)	-	\$70,000	-	-	-	
Downtown Gateway Sign (Construction)	-	\$200,000	-	-	-	
Grand Total (Net Cost)	\$448,560	\$746,845	\$367,330	\$364,875	\$377,120	

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Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Diamond Creek Neighborhood Park	\$275,000	-	-	-	-
Stormwater Master Plan	\$150,000	-	-	-	-
Quincy/Owens Park and Stormwater Engineering	\$60,000	-	-	-	-
Everett Ridge Neighborhood Park & Signage	-	\$100,000	-	-	-
Quincy/Owens Park and Stormwater Construction	-	\$100,000	-	-	-
Heritage Park - 2 Shelter Houses & Signage	-	-	\$100,000	-	-
Annual Stormwater Program (Projects 780)	-	-	\$100,000	\$100,000	\$100,000
Smith's Park Park - Signage	-	-	-	\$300,000	\$300,000
Grand Total (Net Costs)	\$485,000	\$300,000	\$300,000	\$400,000	\$400,000

Board of Aldermen formally approved the "Park and Stormwater Sales Plan" on July 16, 2021 (Resolution 008). Staff have designed the master plan to be in line with the 5 Year CIP.

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Mayor Boley asked if we should be doing the Quincy/Owens stormwater before we have Stormwater Master Plan?

Chuck explained that the Quincy/Owens stormwater issue has been a problem area since before he came to work for the City. He said that it could be put off until we have the Stormwater Master Plan. He noted that we could still use the \$60,000 for the engineering for whatever the first priority is.

Mayor Boley asked if the City was doing work over around the Quincy/Owens area around Fourth Terrace and would we be adding multiple detours if we were working on both areas?

Chuck said that we are doing waterline work and curbs over around Fourth Terrace so we would have to coordinate it.

Mayor Boley noted that we were also doing sewer work over on Highland and Quincy.



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Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Vehicle & Equipment Replacement Fund Transfer	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Forest Oak Water Pump & Conduit Replacement (Engineering)	\$150,000	-	-	-	-
4th Street and 4th Terrace (Engineering)	\$60,000	-	-	-	-
4th Street and 4th Terrace (Construction)	\$700,000	-	-	-	-
Pumping Station	\$200,000	-	-	-	-
Water Plant Lagoon Cleaning	\$150,000	-	-	-	-
M&C System (Construction)	\$20,000	-	-	-	-
GIS Asset Management (Cost Share with county)	\$10,000	-	-	-	-
UV Lights (Construction)	\$40,000	-	-	-	-
Utility Rate Study Update (Project Fee for Charges)	\$25,000	-	-	-	-
Traverse Court Lift Station Transfer	\$40,000	-	-	-	-
Wood Station 14th Street Lift Station (Engineering & Right of Way)	\$750,000	-	-	-	-

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Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
14th Street Lift Station (Construction)	-	\$1,500,000	-	-	-
Wood Station 14th Street Lift Station (Construction)	-	\$2,500,000	-	-	-
Water Crossing 12" Waterline (Engineering)	-	\$750,000	-	-	-
Water Crossing 12" Waterline (Construction)	-	\$250,000	-	-	-
Water Plant Expansion (Engineering)	-	\$1,500,000	\$1,500,000	-	-
Water Crossing 12" Waterline (Construction)	-	-	\$100,000	-	-
Water Crossing 12" Waterline (Engineering)	-	-	\$50,000	-	-
Highway 92 & Commercial Waterline (Engineering)	-	-	\$50,000	-	-
Highway 92 & Commercial Waterline (Construction)	-	-	\$50,000	-	-
Highway 92 & Commercial Waterline (Construction)	-	-	\$750,000	-	-
Highway 92 & Commercial Waterline (Construction)	-	-	\$250,000	-	-
14th Street to Forest Oak Gravel Line (Construction)	-	-	\$3,000,000	-	-
Water Plant Expansion (Construction)	-	-	\$3,000,000	\$2,000,000	-
Waterline Treatment Plant Expansion (Phase I & II Engineering)	-	-	-	\$600,000	-
Grand Total (Net Cost)	\$1,500,000	\$4,640,000	\$1,640,000	\$2,600,000	\$1,500,000

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Capital Improvement Project	Cost Estimate
Highway 92 Water Line Replacement	\$300,000
Quincy Waterline Replacement (Engineering & Construction)	\$600,000
Adrian Street Waterline (Water Crossing to Liberty) (Engineering & Construction)	\$250,000
Highway 92 Waterline (Engineering & Construction)	\$750,000
14th Street Waterline (Construction to 14th Street) (Engineering & Construction)	\$750,000
Chemical Branch Gravelly Line #1"	\$2,000,000
Chemical Branch Gravelly Line #2"	\$2,000,000
Chemical Branch Gravelly Line #3"	\$2,500,000
Waterline Treatment Plant Expansion (Construction)	\$4,000,000
Grand Total (Net Cost)	\$13,650,000

*CIP need is necessitated by population growth/expansion

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Mayor Boley asked why Forest Oaks was still on the list?

Stephen said that it is still on there to see if it were something the Board still would like to do. He noted that in the Work Session we talked about how the cost benefit analysis is not there, but we can certainly take it off the CIP.

Chuck noted that if a development comes in, we would hope that the development would help pay for it or at least participate at some level as we work our way south.

Mayor Boley noted that it is slated for 2025 for construction but we do not have the engineering figured for it. He also stated that the right of way acquisition for it was going to be difficult. Mayor Boley said with all the difficulties and the \$3,000,000 cost it is not a priority, especially not in the next five years.

Alderman Hartman agreed with the Mayor that Forest Oaks sewers should be moved off the list and reallocate those funds elsewhere.

Mayor Boley asked Alderman Hartman if he knew of anyone interested in selling any commercial property in the area south of 144th Street?

Alderman Hartman stated that he has not seen any at this point. He also noted that it does not mean that something would not come up.

Alderman Atkins said to take it off the five-year plan but do not take it off the radar.

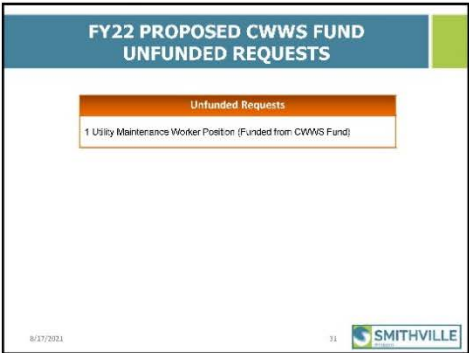
Alderman Kobylski agreed.

Stephen noted that he would move the Forest Oaks sewer project to the pending list.

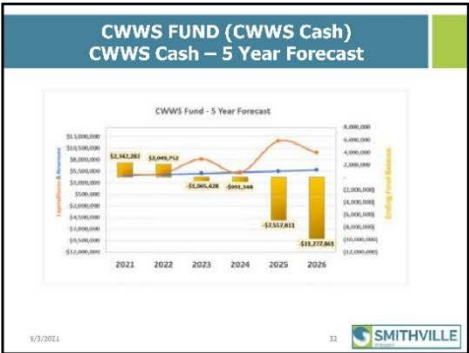
Mayor Boley asked that staff move a different project up on the list such as the Owens Branch Gravity project or something north where there is a bigger need.

Cynthia noted that staff would take a look at the Master Plan and plug something of higher importance in. Staff will also look at capacity and growth on the north end.

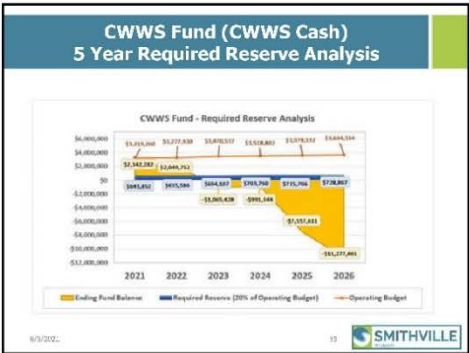
Mayor Boley noted that once we receive the Transportation Master Plan, he would like these projects to overlay with it and not put in new waterlines where we just put in new streets.



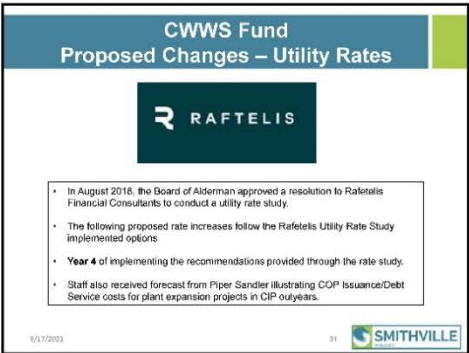
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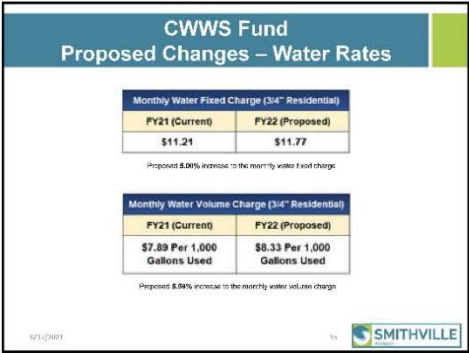
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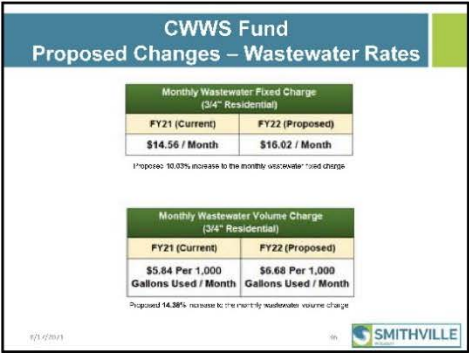
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Mayor Boley asked if there is an option to look at the COP done a couple of years ago to refinance it and roll this all in to one?

Cynthia noted that would be one of the things that staff would review. She said that she and Stephen would be in contact with Piper Sandler tomorrow to start setting up the process and timeline for the issuance of COP. She explained that there would be a number of Ordinances and processes that we will need to go through. We will also need to work with Piper Sandler to go through the process of bond rating, and we will want to work through that this fall. One of the things staff will work through with Piper Sandler is how we reduce the interest rate on the existing debt.

CWWS Fund Average Utility Bill Impact - Water	
Monthly Water Bill for 5,000 Gallon User	
FY21 (Current)	FY22 (Proposed)
Fixed Charge: \$11.21	Fixed Charge: \$11.77
Volume Charge: \$39.45	Volume Charge: \$41.65
Total Charge: \$50.66	Total Charge: \$53.42
<small>Proposed increase of \$2.76 to monthly water portion of bill</small>	

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CWWS Fund Average Utility Bill Impact - Sewer	
Monthly Wastewater Bill for 5,000 Gallon User	
FY21 (Current)	FY22 (Proposed)
Fixed Charge: \$14.56	Fixed Charge: \$16.02
Volume Charge: \$29.20	Volume Charge: \$33.40
Total Charge: \$43.76	Total Charge: \$49.42
<small>Proposed increase of \$5.66 to monthly wastewater portion of bill</small>	

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CWWS Fund Average Utility Bill Impact - Combined With Trash	
Total Monthly Utilities Bill for 5,000 Gallon User With Monthly Trash Service	
FY21 (Current)	FY22 (Proposed)
Total Water: \$50.66	Total Charge: \$53.42
Total Sewer: \$43.76	Total Sewer: \$49.42
Total Trash: \$19.90	Total Trash: \$18.37
Grand Total: \$114.32	Grand Total: \$121.21
<small>Proposed increase of \$6.89 to monthly utility bill</small>	

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AMERICAN RECOVERY PLAN ACT 5 Year CIP

ARPA Revenues	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
ARPA Funds	\$2,175,000	-	-	-	-
Grand Total	\$2,175,000	-	-	-	-

Capital Improvement Project	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
New Water Pump Station, Lake Road and Distribution System	\$3,894,545	-	-	-	-
Grand Total	\$3,894,545	-	-	-	-

The agreement to address the balance of ARPA funds was project costs, so it is paid for using Water Impact Fees in FY21, which was budgeted for \$1,550,000. Staff is planning to follow ARPA funds through FY26, and according to the project costs are for FY24.

6/27/2021

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SMITHVILLE
OHIO

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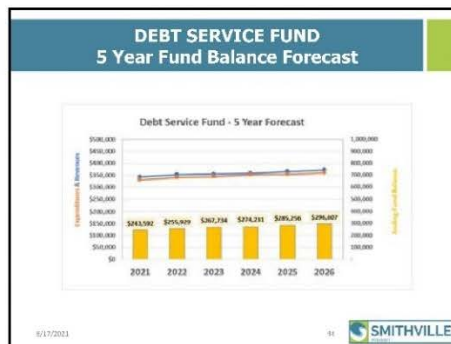
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Alderman Atkins noted that with the total monthly utility bill with trash service the increase does not seem that much and does not think it will make a big impact to anyone.

Mayor Boley said that with people's salaries going up with the increase of minimum wage the increase is not that significant. He noted that seniors should not notice the increase with the discount of their trash service. The increase would impact the high-volume users more so than the lower volume users.



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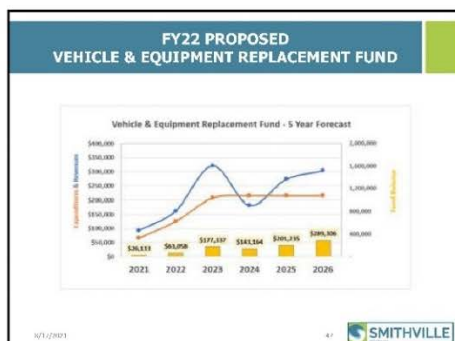
FY22 PROPOSED VEHICLE & EQUIPMENT REPLACEMENT FUND

Revenue		Revenue Detail	
\$110,000		Sale of City Owned Fleet	
\$12,000		Equity in 4 Enterprise Vehicles (Trace Back to Enterprise)	
\$40,000		Transfer in From General Fund/CWWS	
\$162,000		Grand Total Revenues	

\$40,330 transfer in from 2021-2022 for purchase of vehicles in service for this fund. 20% of bonded vehicles for maintenance are 20% of bonded vehicles for General Fund equipment.

Expenditures		Expenditure Detail	
\$125,075		Vehicle Lease Expense	
\$125,075		Grand Total Expenditures	

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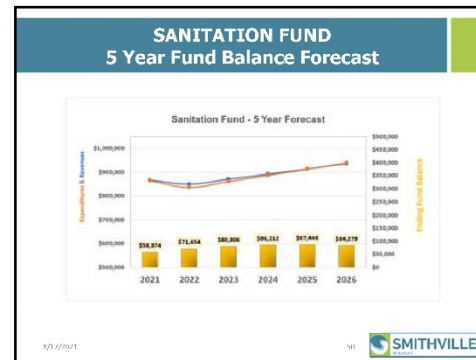
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FY22 PROPOSED SANITATION FUND CHARGES	
Customer Charge	Monthly Charge Timeline
\$19.90 / Month	Customer charge from January 1, 2021 – October 31, 2021 billing cycles
\$18.37 / Month	Proposed customer charge applicable for November 1, 2021 billing cycle
Senior Discount (15% Off)	Proposed discount available starting November 1, 2021 billing cycle
Monthly City Expense (GFL)	Monthly Expense Timeline
\$19.51 / Month	City expense, per customer account, paid to GFL
\$17.98 / Month	City expense, per customer account, paid to GFL
Difference between customer charge and expense pays for Household Hazardous Waste Credit	

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FY22 PROPOSED BUDGET SUMMARY

	2022 Beginning Balance	2022 Adopted Revenues	2022 Adopted Expenditures	2022 Ending Balance
General Fund	3,013,186	4,918,620	5,170,180	2,761,626
Capital Improvement Sales Tax Fund	10,270	627,555	448,550	189,275
Capital Projects Fund	6,250	10,000	-	16,250
Combined Water/Wastewater Fund	3,522,236	5,119,400	5,186,930	3,454,706
Debt Service Fund	243,592	351,550	339,213	255,929
Park and Stormwater Sales Tax Fund	340,960	627,555	485,000	483,515
Sanitation Fund	58,374	849,530	836,450	71,454
Special Allocation Fund	20,305	520,000	517,000	23,305
Transportation Sales Tax Fund	228,566	569,160	637,630	160,097
Vehicle And Equipment Replacement Fund	26,133	162,000	129,075	63,058
American Rescue Plan Act Fund	-	2,178,000	2,178,000	-
Police Training Fund	12,229	2,000	5,000	9,229
DWI Recovery Fund	11,056	5,000	5,000	11,056
Technology Upgrade Fund	2,707	-	-	2,707
Judicial Education Fund	3,446	-	-	3,446
Appointed Council Fund	2,795	-	-	2,795
Grand Total	7,502,104	15,940,369	15,934,028	7,508,447

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Stephen ended the presentation and asked for questions from the Board.

Alderman Hartman asked how much more work would go into the FY22 budget to tighten it up before it is ready for approval in October?

Stephen said that the next piece of the FY22 budget will be inputting the Board's recommendations from tonight, for example the neighborhood beautification grant, getting some arrangements done to the water and sewer CIP. He also noted that there is another date slated for FY22 budget discussion if needed.

Cynthia said that would be a question for the Board if they felt additional discussion is needed. She said that the feedback received this evening with the \$25,000 for neighborhood grants and pushing the Forest Oaks sewer project out of the current CIP and providing another project. She asked if the Board would like to have another discussion on the FY22 budget to review, or staff bring the FY22 budget for Board approval in October reflecting this information? Cynthia noted that as we move through FY21 staff will be updating the fund balance information to be able to move forward. She explained that there were two ways of moving forward, one we could bring the FY22 forward for another discussion with the changes requested by the Board or staff could bring the budget forward for adoption in October?

Alderman Atkins liked what was presented tonight and said that the changes made were very minimal. He said that if the final FY22 budget is sent to the Board for review he did not see the need for another meeting for discussion.

The Mayor, Alderman Hartman, Alderman Sarver, Alderman Kobylski, Alderman Ulledahl and Alderman Chevalier agreed as well.

Cynthia thanked the Board and thanked Stephen for his hard work in putting this information together and the Department Directors for the work in the process of putting the FY22 budget together.

Alderman Atkins thanked Stephen for a great job.

4. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 7:01 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

August 17, 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 at City Hall, called the meeting to order at 7:08 p.m. A quorum of the Board was present via Zoom meeting: Marv Atkins, Steve Sarver, Dan Hartman, Dan Ulledahl, Kelly Kobylski and John Chevalier.

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

2. Pledge of Allegiance led by Mayor Boley

3. Acknowledgement of the 2021 Photo Contest Winners

First Place \$100 Gift Card - Donna Gordon

Second Place \$50 Gift Card - Molly Beale

Third Place \$25 Gift Card - Pam Johnson



Figure 3 Donna Gordon - 1st Place



Figure 2 Molly Beale - 2nd Place



Figure 1 Pam Johnson - 3rd Place

4. Consent Agenda

- Minutes

- August 3, 2021, Board of Alderman Work Session Minutes
- August 3, 2021, Board of Alderman Regular Session Minutes

- Financial Report

- Finance Report June 2021

No discussion.

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

Ayes – 6, 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 August 10 Planning and Zoning Commission meeting. They discussed revising the Ordinance for site plans correcting some of the language. That item is on the agenda for Board approval this evening.

Mayor Boley added that we have some commercial signs at Burger King and Domino's Pizza going up.

6. City Administrator's Report

Cynthia noted she had a few items to add to the information included in packet.

Cynthia let the Board know that we have received initial census information and it appears that our population is 10,406. Jack Hendrix, Development Director, is reviewing and looking in light of direction the Board provided at the last meeting with regards to how we might look it at new ward boundaries. Staff anticipates bringing that forward for Board discussion on September 21.

Last month, one of our Building Inspectors, Doug Knutelski, took the Certified ICC Residential Building Inspector test. Doug passed his test and is now a Certified International Code Residential Building Inspector. Doug and Jim Waddle have both passed this test, so we have two Building Inspectors certified in the ICC Codes.

Cynthia also acknowledged that this week has been recognized by the Governor of Missouri as Water and Wastewater Treatment Production Week. Our water and wastewater staff were unable to join the Zoom meeting this evening, but she wanted to recognize and appreciate those workers in our Utility Department.

Cynthia indicated in the City Administrator's report that there was a draft for the Senior Discount Policy for trash service included in the packet, it did not get included but the Board did receive an email this afternoon with that information. She asked that they take a look at that and if they do have questions or want to review it in a work session let her know. If the Board does not have any question concerning the draft policy, staff will bring that forward for consideration and review at a future meeting so it can be implemented in November.

Cynthia added she wanted to highlight the Household Hazardous Waste event is scheduled for September 11 and we are in need of 10 to 12 volunteers. She asked if the Board had an interest or knew someone who has an interest to provide some

assistance. The more volunteers the better, this is pretty intensive work so if anyone has an interest or knows someone, please direct them to Gina Pate at City Hall.

Mayor Boley asked if there is an age requirement for the volunteers?

Cynthia stated that the volunteers must be at least 18 years of age.

Mayor Boley asked that the Board contact different clubs and organizations in Smithville.

Mayor Boley congratulated Doug Knutelski on getting his certification.

ORDINANCES & RESOLUTIONS

7. Bill No. 2912-21, Budget Amendment No. 8 – Emergency Ordinance Sponsored by Mayor Boley - 1st & 2nd Reading

Alderman Sarver moved to approve Bill No. 2012-21, amending the FY21 Operating Budget to add \$250,000 to the expenditure budget for the Streetscape Phase II Change Order. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2912-21 approved first reading.

Alderman Sarver moved to approve Bill No. 2012-21 to amending the FY21 Operating Budget to add \$250,000 to the expenditure budget for the Streetscape Phase II Change Order. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2912-21 approved.

8. Bill No. 2913-21, Repealing and Replacing Section Site Plan – 1st Reading

Alderman Hartman moved to approve Bill No. 2913-21, repealing and replacing Section Site Plan with requirements for improvements to adjacent public infrastructure or off-site infrastructure impacted by the proposed site plan project in any commercial district. 1st reading by title only. Alderman Kobylski seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2913-21 approved first reading.

9. Bill No. 2914-21, Amending Provisions of the International Building Code – 1st Reading

Alderman Sarver moved to approve Bill No. 2914-21, amending certain provision of the building code to reinstate the ice dam protection to the codes and would reinstate a pool barrier height amendment made for the previous code. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2914-21 approved first reading.

10. Resolution 950, Appointment of Prosecuting Attorney

Alderman Ulledahl moved to approve Resolution 950, appointing Angela Ravkin as the City's Prosecuting Attorney. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 950 approved.

11. Resolution 951, City Internet Service

Alderman Steve moved to approve Resolution 951, authorizing and directing the Mayor to renew the agreement with AT&T for Internet Service with improved network performance and network failover for three years at a lower annual cost. Alderman Ulledahl seconded the motion.

Alderman Chevalier recused himself from any discussion.

No discussion.

Ayes – 5, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Resolution 951 approved.

12. Resolution 952, City Phone Service

Alderman Hartman moved to approve Resolution 952, authorizing and directing the Mayor to renew the agreement with Avid Communications for Voice Over Internet Protocol Services at a lower annual cost. Alderman Atkins seconded the motion.

Alderman Chevalier recused himself from any discussion.

No discussion.

Ayes – 5, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Resolution 952 approved

13. Resolution 953, Final Plat Approval

Alderman Sarver moved to approve Resolution 953, approving the final plat for Kylee Acres to create two lots on 63 acres at 2000 Northeast 132nd Street. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 953 approved.

14. Resolution 954, Streetscape Change Order

Alderman Sarver moved to approve Resolution 954, authorizing a Change Order to the Downtown Streetscape Phase II - East Project 21-05 in an amount not to exceed \$251,486.90. Alderman Kobylski seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 954 approved.

15. Resolution 955, Disbursement of American Rescue Plan Act Funds

Alderman Hartman moved to approve Resolution 955, authorizing and directing the Mayor to execute documents related to disbursement of American Rescue Plan Act funds from the State of Missouri. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 955 approved

OTHER MATTERS BEFORE THE BOARD

16. Public Comment

Tom Burke, 223 Stonebridge Lane, spoke to the Board concerning his four white swans. He stated that they were his companion animals and would like the Board to consider letting them remain living on the pond at Stonebridge.

17. Appointments

The Mayor made the nomination of Allyson Attigliato for the Parks and Recreation Committee.

Upon roll call vote:

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

Ayes – 6, Noes – 0, nomination approved. Mayor Boley declared Allyson Attigliato a member of the Parks and Recreation Committee.

The Mayor made the nomination of Rob Scarborough for the Planning and Zoning Commission.

Upon roll call vote:

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

Ayes – 6, Noes – 0, nomination approved. Mayor Boley declared Rob Scarborough a member of the Planning and Zoning Commission.

18. New Business from the Floor

None.

19. Adjournment to Executive Session Pursuant Section 610.021(2&12)RSMo.

Alderman Sarver moved to adjourn to Executive Session Pursuant Section 610.021(2&12)RSMo. Alderman Atkins seconded the motion.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:32 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



City Administrator's Report

September 2, 2021

Utility Rate Increase Process

As discussed at the last work session, utility rate increases are necessary to support the water and wastewater systems. Per state statute, increases to wastewater rates require a public hearing, with a 30-day public notification. Notification of an October 19 public hearing will be in the Courier-Tribune next week. This timing will require approval of the rate increase as an emergency ordinance on October 19 (both readings on the same date, in conjunction with second reading of all other FY2022 budget items.)

Setting the Property Tax Levy

Earlier this summer, staff reported that changes to the Clay County Charter changed dates that the City will receive certified tax information from the county and the date by which the City must set the tax rate. Staff has heard from Clay County staff and anticipate receiving county tax information on or near September 10. This would allow publication of notice of a public hearing for the tax rate prior to the September 21 Board meeting. Staff continues to anticipate setting the rate at that meeting. If there are delays in receipt of information from Clay County, a special meeting may be required. Staff will continue to keep the Board apprised of the situation.

Police Recruit Academy Graduation

Police Recruits Colby Matthys and Landon Summerville are nearing completion of their coursework at the Platte County Police Academy. Graduation is scheduled for Thursday, September 9. Colby and Landon will be sworn in as Smithville Police Officers and begin their field training Friday, September 10.

Fall Youth Sports

Fall youth sports are in full swing. Practices started over the past three weeks and games will begin later this month. Fall t-ball, volleyball, soccer and a soccer clinic are all being offered by Smithville Parks and Recreation.

Registration numbers:

Volleyball: 49 (record high)

Soccer: 176 (compared to 113 last fall)

Soccer clinic: 32 (8 spots remain open, max registration is 40)
T-ball: 68 (lower registration number than last fall [84] and this spring [140]. This is the first time we have offered t-ball twice in one year, possibly affecting participation).

Overall, all the programs are continuing to grow and receive positive feedback from the parent surveys.

Public Works Update

Attached is information from Public Works Director Chuck Soules regarding progress on a number of projects throughout the community. In addition, this week staff had a productive meeting with Evergy regarding utility easement use associated with the newly aligned south sewer project. Survey of the easement area and discussions are ongoing and Evergy has indicated a willingness to work with the City regarding use of the utility right of way.

Debt Issuance – Utility Projects

As discussed during budget development, issuance of debt will be required to finance water and wastewater projects over the coming year. As presented, and approved by the Board, issuance of COP (Certificates of Participation) debt is the preferred financing option. This does not require voter approval. Staff has been working with financial advisers at Piper Sandler to develop a debt issuance schedule. That schedule is attached for your information. Staff will work with Piper Sandler staff and advisors at Gillmore and Bell on this process.

Highland Drive

Work has begun on the Highland Drive Sanitary Sewer Project.



Streetscape Phase II

Construction continues on the Streetscape project. Completion date is later in October



Brick accents



Drainage ditch south side Main and Smith Streets

America's Water Infrastructure Act (AWIA)

Staff is working on completing the implementation plan for the completed Risk assessment.

Transportation Master Plan

Work continues on the TMP. The next steering committee meeting is September 9th. The committee will be discussing the survey results, Draft Complete Streets Policy, traffic forecasts and school connectivity.

Solid Waste Collection

On the agenda for 9/7 : **Senior Discount on Residential Sanitation Fees**

Beginning on November 1st, Smithville residents 65 years of age and older are eligible to sign up for a 15% reduction on the Residential Trash & Recycling portion of the Residential Sanitation Fees.

In order to receive the discount, the utility bill must be in the name of the resident signing up. You must fill out an agreement form and provide proof of age to Utility Billing to activate the discount.

Hazardous Household Waste Event

It's not too late to volunteer to help!

In partnership with the Mid-America Regional Council, the City of Smithville will be hosting the Household Hazardous Waste Event on Saturday, September 11, 2021. This event will occur rain or shine. Participating communities in the Regional HHW Collection Program can attend any of the collection events. Proof of residence is required at the event. The event will be held at Smithville High School from 8 a.m. to noon, or **until the truck is full**.

Residents can bring paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, glues and adhesives, household cleaners, etc. NO ELECTRONICS! No Business Waste will be accepted this includes non-profits, churches, home-based businesses, and rental property owners.

If you are unable to attend this event, there will be collection events through the month of October, and you are able to take your HHW products free of charge to the permanent HHW Facilities located in Kansas City, MO and Lee's Summit, MO.

For more information please visit: <https://www.marc.org/Environment/Solid-Waste/District-Programs-and-Projects/Household-Hazardous-Waste>

Bulky Item Pick Up Event

Bulky Item Pick Up is scheduled for the week of September 20th – September 24th.

Residents will have the opportunity to discard up to five large and bulky items at their curbside with regular trash collection.

Items such as appliances, washers, dryers, refrigerators and freezers with compressors and Freon removed, furniture, sinks, toilets, cabinets as well as rugs and carpet cut into 4-foot lengths will be accepted. All items must be stacked and bundled for collections.

The following items are not accepted: glass items, e-waste (televisions, computers, monitors, etc.) tires, automobile parts, construction materials, tanks, oil drums, railroad ties, chemicals or household hazardous waste.

Parks and Rec / PW Facility

Staff visited a couple facilities in the KC area with the consultants to see what works and what doesn't. Space needs analysis is being conducted.

City of Smithville, Missouri

Certificates of Participation

Series 2022

Draft Timetable

JULY 2022							AUGUST 2022							SEPTEMBER 2022							OCTOBER 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2		1	2	3	4	5	6					1	2	3							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
31																					30	31					

Date	Event
July 19, 2022	Review Plan of Finance and Timetable
August 2, 2022	Board of Aldermen approves "Go to Market" Resolution
August 5, 2022	Distribute First Draft of Preliminary Official Statement (POS), Notice of Sale and related legal documents
August 10, 2022	Submit Financing Information to Rating Agency
August 24, 2022	Rating Conference Call (subject to availability)
September 2, 2022	Project Bid. Finalize Certificate Rating and Size Distribute POS and Notice of Sale
September 20, 2022	Competitive Sale of Certificates and approval of financing ordinance
September 26, 2022	Final Official Statement printed
October 4, 2022	Prepare and distribute Closing Memorandum
October 11, 2022	Certificates Closing / Delivery of Funds



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2913-21 Site Plan Review Amendments

RECOMMENDED ACTION:

A motion to approve Bill No. 2913-21 amending the Site Plan Review regulations for second reading by Title Only.

SUMMARY:

The 2030 Comprehensive Plan recommended adjusting some of the Site Plan Review regulations as well as address multifamily dwelling site plan review to clarify park land dedication uses. This ordinance implements those changes.

BACKGROUND:

It became apparent that adjusting the language in the site development regulations to clear up any ambiguities on public infrastructure was necessary, as well as addressing a Comprehensive Plan goal of addressing standards for R-3 multifamily development, including park land dedications if no platting was required. The draft ordinance was sent to the Planning Commission on August 10 where it held a public hearing on the matter. The Commission discussed some aspects of the Site Plan ordinance and then voted to recommend approval to the Board.

PREVIOUS ACTION:

No specific action preceded this change.

POLICY ISSUE:

Increase the protections of the tax funding by requiring development to fund its' own infrastructure improvements in all districts.

FINANCIAL CONSIDERATIONS:

No impact anticipated.

ATTACHMENTS:

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

AN ORDINANCE REPEALING SECTIONS 400.390 THRU 400.440 OF THE SMITHVILLE MUNICIPAL CODE AND RE-ENACTING NEW SECTIONS 400.390 TO 400.440

WHEREAS, the Planning and Zoning Commission held a Public Hearing on a draft of the new Zoning Code text on August 10, 2021 and recommended the approval of this ordinance; and

WHEREAS, the Planning Commission believes that these changes are consistent with the intent and purpose of the zoning regulations; and

WHEREAS, the Planning Commission believes that these changes are necessary due to changed and changing conditions of the real estate market and the specific provision of the 2030 Comprehensive Plan; and

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

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

Section 1. That Division 1 of Article III of the zoning code of the City of Smithville is amended by deleting Sections 400.390 through 400.440 and enacting new provisions 400.390 through 400.440 to be read and numbered as follows:

SECTION 400.390: INTENT

The City of Smithville recognizes that the very nature of land development creates potential for traffic congestion, overcrowding, adverse visual environmental impacts and health problems. Also, the City strives to achieve the goal of promoting growth in Smithville, while retaining a unique atmosphere and small City image, capitalizing on the natural beauty and physical resources of the area. The City seeks to ensure that any location that has a potential for preserving natural resources, identified on the recommend land use map in the Comprehensive Plan or that must accommodate intense urban uses, shall be subject to site plan review by the Zoning Administrator and approval by the Planning Commission and the Board of Aldermen. Site plan reviews shall help ensure that

the meaning and intent of the zoning regulations and all portions thereof are fully complied with.

The site plan review regulates the development of structures and sites in a manner that considers the following concerns:

1. The balancing of landowners' rights to use their land with the corresponding rights of abutting and neighboring landowners to live without undue disturbances (e.g., noise, smoke, fumes, dust, odor, glare, storm water runoff, etc.); and
2. The convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas or roads; and
3. The adequacy of waste disposal methods and protection from pollution of surface or ground water; and
4. The protection of historic and natural environmental features on the site under review and in adjacent areas; and
5. The enhancement of the natural environment by promoting urban development which is compatible with clearly identified natural resources.

SECTION 400.395: APPLICABILITY

All applications for new building permits in the commercial and industrial zoning districts as well as in the R-3 Multi-family districts shall be subject to site plan review in accordance with these regulations. Site plan review shall also be required for the expansion of any existing use in these districts. "Expansion" shall include any increase in floor, parking or storage space. Site plan review may also be required for improvements to the facade of an existing building. This would include attaching or changing any appurtenances such as, but not limited to siding, façade, dormers, parapets, columns, pillars, overhangs and soffits. Such work shall be subject to site plan review at the discretion of the Development Director.

SECTION 400.400: APPLICATION AND FEES

A site plan application, together with a site plan application fee of seventy-five dollars (\$75.00), shall be submitted to the Development Director. The applicant shall pay for all costs associated with any required technical studies and the City's review of such studies,

as well as reimburse the City for all expenses associated with any notices and/or mailings provided as a result of any application herein.

SECTION 400.405: PROCEDURE

A. No building permits shall be issued for any use of land or proposed construction on a lot in the zoning districts in which site plan review is required, until site plan approval has been granted pursuant to these procedures. The Development Director shall perform site plan reviews initially. The initial review shall be to determine compliance with the submittal requirements herein. Once the submittal is deemed complete, the Development Director and the Development Review Committee shall review the application and supporting documents in accordance with the standards of review contained herein. The Development Director may request any such technical studies as deemed necessary in order to ensure compliance with the requirements of the Zoning Code. The application shall thereafter be scheduled on the next available Planning Commission meeting. The Planning Commission shall review and make any such recommendations for approval, approval with conditions or denial as it deems necessary to ensure compliance with the provisions of this Article. Within seven (7) days of this meeting, the Development Director shall notify the applicant of the date of the Board of Aldermen meeting where the application will be presented. The Board of Aldermen shall review the report of the Development Review Committee, the recommendations of the Planning Commission and any additional information it deems relevant. The Board may approve, approve with conditions or disapprove of the application in accordance with the standards of review of this Article. The Development Director shall provide written notification to the applicant of the Board's determination within seven (7) days of the meeting.

B. A site plan review is valid for one (1) year from the date of approval of the Board of Aldermen. In the event that a project granted site plan approval is not started within the twelve (12) month period from the time the site plan was approved or completed within twenty-four (24) months from said approval unless a phased construction plan is requested and approved, the site plan approval shall be invalid, and resubmission shall be required. Resubmissions pursuant to this Section shall be subject to all applicable ordinances and policies in effect at the time of resubmission.

C. If the development involves multiple buildings in one (1) cohesive development area which is subject to the preliminary and final platting procedures of the Subdivision Code of the City of Smithville, the site plan review standards required herein shall be reviewed and approved at or during the final platting process, without regard to the separate site plan review procedures above. If the development receives final plat and

site plan approval, the site plan approval granted therein shall be valid for a period of five (5) years if the project is started within the twelve (12) month period from the time the site plan was approved. For purposes of this provision, a project is "started" if construction on at least one (1) of the buildings contemplated therein is commenced within twelve (12) months and completed within twenty-four (24) months. If the project is not "started", said site plan approval shall be invalid and resubmission of an application for site plan approval shall be required and the procedures listed above shall apply. Any final plat approval that includes a site plan approval is limited to the buildings contained in the original site plan review. Whether or not the site plan is "started", the continued validity of the final plat shall be subject to the requirements of Article VI of the Subdivision Code. The Board may, in its approval of the final plat and site plan, allow more time in accordance with a phasing plan submitted by the applicant; or may extend the original period of validity if, prior to termination thereof, the applicant requests an extension for good cause shown. The Board shall have full discretion in determining what constitutes good cause.

SECTION 400.410: STANDARD OF REVIEW

The recommendations of the Development Review Committee, the Planning Commission and the Board of Aldermen shall be based upon the following standards:

1. The extent to which the proposal conforms to these regulations.
2. The extent to which the development would be compatible with the surrounding area.
3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.
4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.
5. The extent to which the proposal conforms to the adopted engineering standards of the City.
6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.

7. The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:
 - a. Preserve existing off-site views and create desirable on-site views;
 - b. Conserve natural resources and amenities available on the site;
 - c. Minimize any adverse flood impact;
 - d. Ensure that proposed structures are located on suitable soils;
 - e. Minimize any adverse environmental impact; and
 - f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.
8. The Board of Aldermen may waive any or all these provisions for reasonable cause.

SECTION 400.415: SUBMISSION REQUIREMENTS

- A. The site plan shall include the following data, details and supporting plans which are found relevant to the proposal. The number of pages submitted will depend on the proposal's size and complexity. The applicant shall make notations explaining the reasons for any omissions.
- B. Site plans shall be prepared by a registered professional engineer, architect or landscape architect at a scale of one (1) inch equals twenty (20) feet on standard twenty-four (24) inch by thirty-six (36) inch sheets. Items required for submission include:
 1. Name of the project, address, boundaries, date, north arrow and scale of the plan(s). If more than one (1) sheet is used, each sheet shall provide the title of the matter displayed, e.g., site plan, utility plan, lighting plan.
 2. Name and address of the owner of record, developer and seal of the engineer, architect or landscape architect.

3. Name and address of all owners of record of abutting parcels, as well as the land uses and structures (within one hundred eighty-five (185) feet) thereon.
4. All existing lot lines, easements and rights-of-way, as well as a table identifying the area in acres or square feet.
5. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area and show all exterior entrances and all anticipated future additions and alterations. For developments in the historic Central Business District ("CBD") indicate design details to make new construction compatible with existing structures.
6. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences.
7. Detailed drawings of all screening to be constructed indicating the type of construction, material to be used and visual appearance of said screening. Screening includes, but is not limited to, waste disposal containers, storage areas and mechanical equipment.
8. A lighting plan in conformance with the criteria as set forth in Section 400.680.
9. The location, height, size, materials and design of all proposed signage. Final approval of signs is by a separate permit process.
10. A landscaping plan in conformance with the criteria as set forth in Section 400.685.
11. The location of all present and proposed utility systems including: sewerage or septic system; water supply system; telephone, cable and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, end walls, hydrants, manholes and drainage swells.
12. Plans to prevent the pollution of surface or ground water, erosion of soil both during and after construction, excessive runoff, excessive raising or lowering of the water table and flooding of other properties, as applicable.

The applicant shall provide a copy of an erosion control plan for review as well as a copy of a Missouri Department of Natural Resources land disturbance permit (if required). The erosion control plan shall utilize best management practices as prescribed in the Missouri DNR principles of best management guidelines. The applicant shall adhere to the City of Smithville Erosion and Sediment Control Manual.

13. Existing and proposed topography shown at not more than two (2) foot contour intervals. All elevations shall refer to the United States Geodetic Survey (USGS) datum. If any portion of the parcel is within the 100-year floodplain, the area shall be shown with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (FEMA) requirements.
14. Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan.
15. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within one hundred (100) feet of the site.

If requested by the City, the applicant shall provide a detailed traffic study that includes:

- a. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
 - b. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and
 - c. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.
16. For new construction or alterations to any existing building, a table containing the following information must be included:

- a. Area of building to be used for a particular use, such as retail operation, office, storage, etc.;
 - b. Percentage of facade surface area consisting of glass, windows or other clear openings;
 - c. Maximum number of employees;
 - d. Maximum seating capacity, where applicable;
 - e. Number of parking spaces existing and required for the intended use; and
 - f. Method by which large areas of paved parking are broken by appropriate landscaping.
17. Color photographs of surrounding structures within one hundred eighty-five (185) feet of sufficient detail to determine compliance with these provisions.
 18. In developments proposed in a R-3 district where the platting process is not implicated or required, the proposal must also show how the project meets the requirements for dedication or reservation of public open space as is described in Section 425.200- 425.230 of the City Code, which shall include payment in lieu of dedication requirements if no dedication or reservation is included or accepted.

SECTION 400.419: DEVELOPMENT STANDARDS IN R-3 DISTRICTS

Intent. All residential building and sites shall be constructed with materials that are durable, economically maintained and of a quality that will retain their appearance over time.

1. Building Materials. The materials used shall meet the intent of this section by being of such quality, design and type that they will maintain their installed appearance overtime. These materials must be organized in a cohesive development pattern for each of the proposed buildings in the development area.
2. Building color. Color schemes shall tie building elements together, relate separate (freestanding) buildings within the same development to each other and shall be used to enhance the architectural form of a building. The principal color of all structures shall be generally earth tones, grays and blue-grays or

- combinations thereof. Intense, bright, black or fluorescent colors must be specifically requested and can only be approved by the Board of Aldermen and in no event shall they be the predominate color on any wall or roof.
3. Building massing and facade treatment.
 - a. Variation in massing. A single, large dominant building mass shall be avoided.
 - b. All building walls shall have horizontal and vertical architectural interest and variety to avoid the effect of a single, blank, long or massive wall with no relation to human scale.
 4. Site Layout principles. Access to the development should take into account the service level of the adjacent roadways and shield or buffer the residential buildings from traffic noise and conflicts associated with higher level roadways. building orientation.
 - A. All primary and pad site buildings shall be arranged and grouped so that their primary orientation complements adjacent and existing developments and either:
 - (1) Frames the corner of an adjacent street intersection; or
 - (2) Frames and encloses a "main street" pedestrian and/or vehicle access corridor within the development site; or
 - (3) Frames and encloses on at least three (3) sides parking areas, public spaces or other site amenities.
 - (4) Alternatives. An applicant may submit an alternative development pattern, provided such pattern achieves the intent of the above standards and this Section.
 - B. Parking lot layout.
 - (1) In order to reduce the scale of paved surfaces and to shorten the walking distance between the parked car and the building, off-street parking for all developments shall be located according to one (1) of the following:
 - (a) A minimum of forty percent (40%) of the off-street parking spaces provided shall be located other than between a facade facing a public right-of-way and the public right-of-way (e.g., to the rear or side of the building); or
 - (b) More than sixty percent (60%) of the off-street parking spaces provided may be located between the front facade of the primary building(s) and the abutting street, provided the amount of interior and perimeter parking lot landscaping required is increased by fifty percent (50%) and the overall green space is increased by twenty-five percent (25%).
 5. Lighting Standards. Since the development is primarily residential in nature, lighting shall be designed for safety as its' primary goal. To the extent the development is adjacent to residential uses other than R-3, a photometric plan showing the development meets the off-site standards required of commercial developments in Section 400.430 is required. Parking lot lighting shall be

limited to illuminating the parking areas without spilling over into other areas of the site or offsite. The height of light poles should be consistent with the overall development design, but in no event shall the lights be more than 20' above adjacent grade. Building attached lighting shall be directed downward, and in no event should it be directed such that its glare is off site. Pedestrian walkway lighting shall be such that it primarily illuminates the path(s) involved with generally low stature lights. If necessary or an integral part of the design of the development, taller lights may be installed, but in no event shall they exceed 10' from adjacent grade.

6. Landscaping Standards. To maintain the general residential feel of the development, landscaping should be designed in accordance with its location. In all developments, existing mature trees that are not required to be removed for construction should remain in place. The development should be buffered from adjacent roadways with either a combination of berms and medium stature trees, or without berms a combination of both higher stature trees and low standing non-deciduous trees or shrubs. Grouping or clustering such trees in a natural looking state is desired. In the event a building or parking area is adjacent to a public street, the landscape buffering requirements in Section 400.435.C.3 shall be met.
7. Pedestrian and Recreation considerations. In addition to the considerations identified in Section 400.415.B.18, above, all Residential developments shall account for the recreational needs of the project residents as well as providing access to the public recreational offerings. In order to meet the public offering requirements, the standards in the Comprehensive Plan and Parks Master plans of the City of Smithville shall be the prime consideration.

SECTION 400.420: DEVELOPMENT STANDARDS IN "B-1", "B-2" AND "B-3" DISTRICTS

Intent. All buildings shall be constructed or clad with materials that are durable, economically maintained and of a quality that will retain their appearance over time.

1. Building materials.
 - a. Approved materials. The following materials shall be used on all commercial and/ or office buildings.
 - (1) Natural or synthetic stone complying with applicable building codes;
 - (2) Brick;
 - (3) Integrally colored, textured or glazed concrete masonry units;

- (4) Pre-cast, cast in place or tilt up concrete panels with a rough texture;
- (5) Stucco;
- (6) Glass, including glass curtain walls, glass block;
- (7) Architectural metal wall panels provided no more than twenty-five percent (25%) on any facade and located four (4) feet or more above grade;
- (8) Cementitious fiber planking, siding or panels with the appearance of wood meeting applicable building codes and located four (4) feet or more above grade.

b. Prohibited materials. The following exterior building materials shall be prohibited if used as the primary material proposed:

- (1) Metal, except when used only in an incidental role such as trim, architectural features, standing seam metal roofing or other architectural metal siding or roofing as specifically approved.
- (2) Natural wood, wood siding, wood and plywood paneling unless approved as a portion of a façade treatment that articulates multiple materials;
- (3) Split shakes, rough-sawn or board and batten wood when used as siding;
- (4) Vinyl siding unless approved as a portion of a façade treatment that articulates multiple materials;
- (5) Smooth-faced gray concrete block either unpainted, painted or stained;
- (6) Tilt-up concrete panels without rough texture surface;

c. Conditional materials. The Governing Body as a part of a site development plan can approve new materials not listed above.

2. Building color.

- a. Color schemes shall tie building elements together, relate separate (freestanding) buildings within the same development to each other and shall be used to enhance the architectural form of a building.
- b. All roof penetrations and building projections including, but not limited to, chimneys, flues, vents, gutters, access ladders and meters shall match or complement the permanent color of the adjacent building wall and/or roof materials.
- c. All service, delivery and overhead doors shall match or complement the permanent color of the adjacent building wall.
- d. Colors of all buildings, structures and appurtenances shall be compatible with developed properties within one hundred eighty-five (185) feet. The principal color of all structures shall be generally light earth tones, grays and blue-grays or combinations thereof. Intense, bright, black or fluorescent colors must be specifically requested and can only be approved by the Board of Aldermen and in no event shall they be the predominate color on any wall or roof.

3. Building massing and facade treatment.

- a. Variation in massing. A single, large dominant building mass shall be avoided.
- b. All building walls shall have horizontal and vertical architectural interest and variety to avoid the effect of a single, blank, long or massive wall with no relation to human scale. The building design shall be consistent with the following standards:
 - (1) Vertical wall articulation. There shall be no blank, unarticulated building walls exceeding thirty (30) feet in length. All building walls shall be designed to meet the following standards:
 - (a) Any wall exceeding thirty (30) feet in length shall include vertical architectural features such as columns, ribs, pilasters, piers, changes in wall planes, changes in

texture or materials and window/door pattern no less than twelve (12) inches in width.

- (b) The total width of the vertical feature(s) shall extend at least ten percent (10%) of the entire length of the facade.
 - (c) All building walls shall include materials and design characteristics consistent with those on the front entry facade.
- (2) Horizontal wall articulation. All building walls shall present a clearly recognizable base, middle and top by meeting the following standards:
- (a) A recognizable "base" may consist of, but is not limited to:
 - (i) Thicker walls, ledges or sills;
 - (ii) Integrally textured materials such as stone or other masonry;
 - (iii) Integrally colored and patterned materials such as smooth-finished stone or tile; or
 - (iv) Lighter or darker colored materials or panels.
 - (b) A recognizable "top" may consist of, but is not limited to:
 - (i) Cornice treatments, other than colored "stripes" or "bands" with integrally textured materials such as stone or other masonry or differently colored materials;
 - (ii) Sloping roof with overhangs and brackets;
 - (iii) Stepped parapets; or

- (iv) Lighter or darker colored materials from the base.

4. Site layout principles.

- a. Building orientation. All buildings shall be oriented so that the primary facade meets the following standards:

- (1) Buildings located mid-block should be oriented with the primary facade facing the public right-of-way, unless it can be shown that there are compelling site conditions that necessitate a different orientation. If site conditions necessitate that the primary customer entrance not face the public right-of-way, then the building is considered to have two (2) primary facades, the one (1) facing the right-of-way and the one (1) with the primary customer entrance.
- (2) Buildings on corner lots should be oriented with the primary facade facing a public right-of-way, unless it can be shown that there are compelling site conditions that necessitate a different orientation. If site conditions necessitate that the primary customer entrance not face the public right-of-way, then the building is considered to have three (3) primary facades, the two (2) facades that face public rights-of-way and the facade that incorporates the customer entrance.
- (3) Buildings on double-frontage lots should have the primary customer entrance oriented to face the higher classified street, unless it can be shown that there are compelling site conditions that necessitate a different orientation. In the case where both streets have the same classification, the orientation shall follow the pattern established in the existing properties along the street frontage.

- b. Primary facades. Primary facades shall have at least two (2) of the following:

- (1) A primary customer entrance;

- (2) Arcades or colonnades a minimum of six (6) feet wide or other roof treatment that provides shade and a break in the vertical plane, along at least thirty percent (30%) of the horizontal length of the primary facade.
 - (3) Display windows or other clear openings along at least forty percent (40%) of the horizontal length of the primary facade.
 - (4) Awnings, associated with window and/or doors, in maximum increments of fifteen (15) feet or less in length, along at least fifty percent (50%) of the horizontal length of the primary facade. No writing, logos or other advertising may be placed upon any such awnings.
 - (5) For parcels less than one-half ($\frac{1}{2}$) acre, foundation landscaping adjacent to and along the full length of the primary facade. The landscaped area shall be a minimum of eight (8) feet wide and shall include ten (10) shrubs with one (1) shade tree or two (2) ornamental trees for each twenty-five (25) feet or fraction thereof of the lineal building facade. This landscaping is in addition to other landscaping required by this Article.
 - (6) Any other treatment that, in the opinion of the Development Review Committee, meets the intent of this Section.
- c. Secondary facades shall be designed with consistent architectural style, detail, trim features and roof treatments of the primary facade as required in the building massing and facade treatment Section above. A secondary facade with a primary customer entrance shall, by definition, meet the primary facade requirements.
- d. Customer entrances.
- (1) All buildings shall comply with the following design standards:
 - (a) Buildings with fifty thousand (50,000) square feet or more of gross floor area shall have more than one (1) customer entrance. Smaller buildings are encouraged to provide multiple entrances where practicable.

- (b) Where additional businesses will be located in the primary building, each such store may have an exterior customer entrance, which shall comply with the prominent entrance requirement below.
- (2) Prominent entrances required. Every building, including all buildings when located a single site, shall have clearly-defined, highly-visible customer entrances as required in Subsection (1) above featuring no less than three (3) of the following:
 - (a) Canopies or porticos;
 - (b) Awnings;
 - (c) Overhangs;
 - (d) Recesses/projections;
 - (e) Arcades;
 - (f) Raised corniced parapets over the door;
 - (g) Peaked roof forms;
 - (h) Arches;
 - (i) Outdoor patios;
 - (j) Display windows;
 - (k) Architectural detail, such as tile work, brick detailing and moldings integrated into the building structure and design; or
 - (l) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- (3) Awnings.
 - (a) Awnings shall be no longer than a single storefront.

- (b) Fabric awnings are encouraged; canvas awnings with a matte finish are preferred. Awnings with high gloss finish are discouraged. Illuminated, plastic awnings are prohibited.
- (c) Awning colors shall be compatible with the overall color scheme of the facade from which it projects. Solid colors or subtle striped patterns are preferred.

e. Parking lot layout.

- (1) In order to reduce the scale of paved surfaces and to shorten the walking distance between the parked car and the building, off-street parking for all developments shall be located according to one (1) of the following:
 - (a) A minimum of forty percent (40%) of the off-street parking spaces provided shall be located other than between a facade facing a public right-of-way and the public right-of-way (e.g., to the rear or side of the building); or
 - (b) More than sixty percent (60%) of the off-street parking spaces provided may be located between the front facade of the primary building(s) and the abutting street, provided the amount of interior and perimeter parking lot landscaping required is increased by fifty percent (50%) and the overall green space is increased by twenty-five percent (25%).

f. Multiple building developments.

- (1) Site layout and building orientation. All primary and pad site buildings shall be arranged and grouped so that their primary orientation complements adjacent and existing developments and either:
 - (a) Frames the corner of an adjacent street intersection; or

- (b) Frames and encloses a "main street" pedestrian and/or vehicle access corridor within the development site; or
 - (c) Frames and encloses on at least three (3) sides parking areas, public spaces or other site amenities.
 - (2) Alternatives. An applicant may submit an alternative development pattern, provided such pattern achieves the intent of the above standards and this Section. Strictly linear or strip commercial development patterns shall be avoided, unless the usable lot shape would prohibit any other reasonable layout.
- g. Single building developments.
- (1) Unless part of a larger planned development, when there is only one (1) building in a proposed development, the development shall comply with the following standards:
 - (a) Single-tenant building. A single-tenant building shall be oriented toward the primary abutting street and shall comply with the provisions of the site layout principles listed above.
 - (b) Multi-tenant building. A multi-tenant building shall have at least fifty percent (50%) of the building's "active" wall oriented toward the primary abutting street and shall comply with the site layout principles listed above. Deep setbacks behind large expanses of parking areas or vacant land shall be avoided. For purposes of this standard, the "active" wall shall be the side of the building containing the majority of storefronts, customer entrances and windows.
 - (2) Alternatives. An applicant may submit an alternative development pattern, provided such pattern achieves the intent of the above standards and this Section. Strictly linear or "strip" commercial development patterns shall be avoided, unless the usable lot shape would prohibit any reasonable use.

SECTION 400.421: DEVELOPMENT STANDARDS IN "B-4" DISTRICTS

Intent. All buildings shall be constructed or clad with materials that are durable, economically maintained and of a quality that will retain their appearance over time. Given the inclusion in this District of many of the older, historical buildings in the downtown area of the City, the intent is to encourage new building construction that is harmonious with the character of the buildings adjacent to any existing structure; to regulate the materials used on existing buildings so as to highlight the architecture of the building; and, to exempt existing buildings that are either in a historic district or are individually identified as historic and any such exempted properties must complete rehabilitation or remodeling in accordance with the Secretary of Interior's Guidelines for Rehabilitation of a Historic Property.

A. Building Materials.

1. Any material allowed in Section 400.420 may be used in the B-4 district for construction of a new building, and any additional materials, including prohibited materials may be used if presented in an overall development proposal that does not negatively impact property values in the area. In keeping with the intent of this section, repairs, additions or changes to an existing building should strive to highlight the architectural details of the existing building, and any proposed materials may be submitted for review, so long as the intent of including the material is part of a design concept that takes into account the existing structure, and is harmonious with the adjacent buildings.

B. Building Color.

1. Color schemes shall strive to tie building elements together, highlight significant architectural details consistent with original usages and generally enhance the historic nature of the area.
2. All roof penetrations, building projections and building equipment shall match or complement the permanent color of the building, or be otherwise shielded from view from the public right-of-way.

C. Building massing and façade treatment.

All new construction shall be designed to enhance the look of the district and should, to the extent practicable, conform to the intent of the overall district.

D. Site layout principles.

New buildings constructed in this district should, to the extent practicable, match the setbacks of the adjacent structures from the existing right of way, but in no event shall any primary entrance door open directly into the path of the public right of way. Any remodel or addition to an existing structure shall make changes to recess any primary entrance into the building so as to not obstruct any public right of way when opened.

SECTION 400.425: DEVELOPMENT STANDARDS IN "I-1" AND "I-2"

A. Building Materials.

1. Building material wrap. The exterior building materials utilized on the street facade(s) shall be extended in a continuous wrap around to the non-street facing facade by a minimum of thirty percent (30%) of the building wall length. Any other treatment that, in the opinion of the Development Review Committee, meets the intent of this Section may be approved.
2. Industrial buildings on industrial zoned properties adjacent to arterial or higher classified streets shall utilize the following materials.
 - a. All building walls(s) facing a public or private street shall utilize one hundred percent (100%) of the following materials:
 - (1) Natural or synthetic stone complying with applicable building codes; or
 - (2) Brick; or
 - (3) Integrally colored concrete masonry (CMU) with split-face, fluted, scored or other rough texture finish; or
 - (4) Pre-cast, cast in place or tilt up concrete panels with a rough texture surface; or
 - (5) Stucco located four (4) feet or more above grade; or
 - (6) EIFS or synthetic stucco, provided no more than twenty-five percent (25%) is used on any facade and located four (4) feet or more above grade; or

- (7) Glass including glass curtain walls, glass block, excluding mirror glass which reflects more than forty percent (40%) of incident visible light; or
 - (8) Architectural metal wall panels, provided no more than twenty-five percent (25%) on any facade and located four (4) feet or more above grade.
- b. All building wall(s) not facing a public or private street shall utilize the following materials:
 - (1) A minimum of fifty percent (50%) of the building wall area shall be approved materials listed in Subsection (A)(2)(a) above.
 - (2) Pre-finished/pre-engineered metal siding panels and/or pre-engineered and pre-finished rough textured metal siding panel systems with a rough texture surface (meeting adopted building codes) or smooth pre-cast, cast in place or tilt up concrete panels may be used on the remaining building wall area.
- c. Industrial buildings on industrial zoned properties adjacent to streets not classified as arterial or higher classified streets shall utilize the following materials:
 - (1) All building wall(s) facing a public or private street shall utilize the following materials:
 - (a) A minimum of fifty percent (50%) of the building wall area shall be approved materials listed in Subsection (A)(2)(a) above.
 - (b) Pre-finished/pre-engineered metal siding panels and/or pre-engineered and pre-finished rough textured metal siding panel systems with a rough texture surface (meeting adopted building codes) may be used on the remaining building wall area.

- (2) All building wall(s) not facing a public or private street may utilize pre-engineered or pre-finished rough textured metal siding panel systems with a rough texture surface, which meet adopted building codes or smooth pre-cast, cast in place or tilt up concrete panels.
- d. Prohibited materials. The following exterior building materials shall be prohibited:
 - (1) Metal panel siding with a thickness of less than twenty-four (24) gauge and with a corrugation of less than one and one-fourth (1¼) inch depth;
 - (2) Natural wood, wood siding, wood and plywood paneling;
 - (3) Vinyl siding;
 - (4) Smooth-faced gray concrete block either unpainted, painted or stained;
 - (5) Tilt-up concrete panels without rough texture surface on any building wall(s) facing a public or private street.
- e. Conditional materials. The Governing Body as a part of a site development plan can approve new materials not listed above.

B. Building Color.

- 1. Color schemes shall tie building elements together, relate separate (freestanding) buildings within the same development to each other and shall be used to enhance the architectural form of a building.
- 2. All roof penetrations and building projections including, but not limited to, chimneys, flues, vents, gutters, access ladders and meters shall match or complement the permanent color of the adjacent building wall and/or roof materials.
- 3. All service, delivery and overhead doors shall match or complement the permanent color of the adjacent building wall.

4. Colors of all buildings, structure and appurtenances shall be compatible with developed properties within one hundred eighty-five (185) feet. The principal color of all structures shall be generally light earth tones, grays and blue-grays or combinations thereof. Intense, bright, black or fluorescent colors must be specifically requested and can only be approved by the Board of Aldermen and in no event shall they be the predominate color on any wall or roof.

C. Building Massing And Facade Treatment.

1. Variation in massing. A single, large dominant building mass shall be avoided.
2. Vertical wall articulation. There shall be no blank, unarticulated building walls exceeding sixty (60) feet in length. All building walls shall be designed to meet the following standards:
 - a. Any wall exceeding sixty (60) feet in length shall include vertical architectural features such as columns, ribs, pilasters, piers, changes in wall planes, changes in texture or materials and window/door pattern no less than twelve (12) inches in width.
 - b. Any vertical features mentioned in Subsection (C)(2)(a) above shall have a depth of at least six (6) inches. The total area of the vertical features shall encompass at least five percent (5%) of the entire length of the facade.
 - c. Options include:
 - (1) Alteration of material types;
 - (2) Facade articulation such as expressing the structural bays of the building with pilasters or other detailing;
 - (3) Step down and/or step backs which follow the terrain;
 - (4) Architectural features such as columns, pilasters, canopies, porticos, awnings, brackets or arches;
 - (5) Boxed in downspouts; or

- (6) The Board of Aldermen may approve any other treatment that in the opinion of the Development Review Committee meets the intent of this Section.
- 3. Horizontal wall articulation. All building walls shall present a clearly recognizable base, middle and top by meeting the following standards:
 - a. The "base" around all sides of the building to a height of four (4) feet shall consist of one (1) of the following high quality, durable materials:
 - (1) Brick;
 - (2) Natural or synthetic stone; or
 - (3) Integrally colored concrete masonry units (CMU) with a rough texture surface.
 - b. The "top" around all sides of the building shall consist of one (1) of the following:
 - (1) Sloped roofs. Sloped roofs shall have a minimum pitch of three (3) feet vertical rise for twelve (12) feet of horizontal run.
 - (2) Flat roofs. A parapet or articulated cornice lines shall be provided for roofs with a pitch less than three (3) feet of rise for twelve (12) feet of run.
- 4. Four-sided architecture. All sides of a building shall include similar architectural details, materials, colors and articulation to avoid a back side.
- 5. The Board of Aldermen on a case-by-case basis may approve a clearly defined alternative building composition.

D. Site Layout Principles.

- 1. Building orientation and parking lot layout. All buildings shall be oriented so that the primary facade (facade with primary customer entrance) meets the following standards:

- a. Buildings located mid block.
 - (1) Buildings located mid block should be oriented with the primary facade facing the public right-of-way. A minimum of sixty percent (60%) of the off-street parking spaces provided shall be located in the side or rear yard areas. The remaining forty percent (40%) of spaces may be located between the facade and the right-of-way.
 - (2) If site conditions necessitate that the primary customer entrance not face the public right-of-way, the building shall be considered to have two (2) primary facades, the facade facing the right-of-way and the one (1) with the primary customer entrance. In buildings with two (2) facades, the parking area between the public right-of-way and the facade shall be limited to no more than twenty percent (20%) of the total off-street parking.
- b. Buildings located on corner lots. Corner lot buildings shall have two (2) primary facades, each facing the public right-of-way. One (1) of those primary facades shall contain the primary customer entrance. No parking spaces shall be allowed in the area between the public right-of-way and the primary facade that does not contain the primary customer entrance. A minimum of sixty percent (60%) of the off-street parking spaces provided shall be located in the side or rear yard areas. The remaining forty percent (40%) of spaces may be located between the facade with the primary customer entrance and the right-of-way.
- c. Buildings with double frontage. In buildings on double frontage lots, the primary customer entrance shall be located facing one (1) of the two (2) public rights-of-way. Both facades facing the right-of-way shall be primary facades. A minimum of fifty percent (50%) of the off-street parking spaces provided shall be located in the side yard areas. The remaining fifty percent (50%) of the parking spaces may be located in either of the areas between the primary facades and the public rights-of-way, with no more than forty percent (40%) of the spaces being located in any one (1) yard.

2. Primary facades and landscaping.

a. Primary facades shall have at least two (2) of the following:

- (1) A primary customer entrance;
- (2) Arcades, colonnades or other roof treatment that provides shade and a break in the vertical plane, along at least thirty percent (30%) of the horizontal length of the primary facade;
- (3) Awning, associated with window and/or doors, in maximum increments of twenty (20) feet or less in length along at least fifty percent (50%) of the primary facade;
- (4) Foundation landscaping adjacent to and along the full length of the primary facade. The landscaped area shall be a minimum of eight (8) feet wide and shall include ten (10) shrubs with one (1) shade tree or two (2) ornamental trees for each twenty-five (25) feet or fraction thereof of the lineal building facade. It is encouraged to cluster the shrubs and trees in order to provide a break in the expanse of the facade. These landscaping requirements are in addition to other landscaping required by this Article.

b. Primary customer entrances/office portion.

- (1) Each building shall have a clearly defined, highly visible customer entrance featuring at least one (1) of the following:
 - (a) Canopies or porticos;
 - (b) Awnings;
 - (i) Fabric awnings are encouraged; canvas awnings with a matte finish are preferred; awnings with a high gloss finish are discouraged.
 - (ii) Illuminated, plastic awnings and any awning with advertising or other writing, other than building numbers, are prohibited.

- (c) Overhangs;
 - (d) Recesses/projections;
 - (e) Raised corniced parapets over the door;
 - (f) Peaked roof forms;
 - (g) Arches; or
 - (h) Other unique architectural detail.
- (2) Office portion. At least forty percent (40%) of the office portion of the facade shall be transparent (i.e., glass) materials to differentiate it from the remainder of the building, unless the office portion covers the entire facade, in which only thirty percent (30%) shall be transparent.

SECTION 400.430: COMMERCIAL AND INDUSTRIAL DISTRICT LIGHTING STANDARDS

A. General Lighting Standards.

1. Intent. Eliminate adverse impacts of light spillover; provide attractive lighting fixtures and layout patterns that contribute to unified exterior lighting design of non-residential developments; and provide exterior lighting that promotes safe vehicular and pedestrian access to and within a development, while minimizing impacts on adjacent properties.
2. Color of light source. All lighting fixtures shall be color-correct types such as halogen or metal halide to ensure true-color at night and ensure visual comfort for pedestrians.
3. Design of fixtures/prevention of spillover glare. Light fixtures shall use full cut-off lenses to prevent glare and light spill off the project site onto adjacent properties, buildings and roadways. All lights shall be International Dark-Sky Association (IDA) approved fixtures.
4. Prohibited lights. The following lights are prohibited:
 - a. Searchlights;

- b. Mercury vapor lights;
 - c. High pressure sodium; and
 - d. Halogen except when used as architectural/landscape lighting.
- 5. Exceptions. The following lights are excepted from these requirements:
 - a. Egress lights as required by the Building Code and less than one hundred (100) watts for incandescent, twenty-six (26) watts for compact fluorescent or forty (40) watts for other lighting sources.
 - b. Construction and emergency lighting used by construction workers or Police, fire-fighting or medical personnel, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency requiring said lighting.
 - c. Security lighting controlled and activated by motion sensor devices for a duration of ten (10) minutes or less and less than one hundred (100) watts for incandescent, twenty-six (26) watts for compact fluorescent or forty (40) watts for other lighting sources.
- 6. Exemptions. The following lights are exempted from these requirements:
 - a. Airport lighting;
 - b. Street lighting installed per the Design and Construction Manual.

B. Photometric Plans.

- 1. A lighting engineer shall prepare the photometric plan.
- 2. A photometric plan, when required by this Chapter, shall indicate foot-candle levels on a ten (10) foot by ten (10) foot grid. When the scale of the plan, as determined by the Director, makes a ten (10) foot by ten (10) foot grid plot illegible, larger grid spacing may be permitted.

All photometric plans shall provide a breakdown indicating the maximum foot-candle, minimum foot-candle, average maintained foot-candle and the maximum to minimum ratio for each lighting zone.

All photometric plans shall include all structure(s), parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting and adjacent uses that might be adversely impacted by the lighting. The plan shall contain a layout of all proposed fixtures by location orientation, aiming direction, mounting height and type. The plan shall include all other exterior lighting (e.g., architectural, building entrance, landscape, flag, accent, etc.).

For projects abutting or adjacent to residential properties, a photometric plan providing the as constructed lighting levels shall be provided to the Development Director prior to the issuance of a final certificate of occupancy. The as constructed photometric plan shall indicate the foot-candle levels on a ten (10) foot by ten (10) foot grid.

C. Parking Lot Lighting.

1. Parking lot lighting shall utilize flat lens fixtures with full cutoffs.
2. Parking lot fixtures shall be mounted to the parking lot light pole at ninety degrees (90°) and shall be non-adjustable.
3. The maximum overall pole height, measured to the top of the fixture from grade, shall comply with the following:
 - a. All light fixtures on properties adjoining residential uses and/or districts shall not exceed fifteen (15) feet within the perimeter area. For the purpose of this standard, the perimeter area shall be measured one hundred (100) feet from the property line closest to the residential use and/or district. Outside the perimeter area, the overall height may be increased to twenty (20) feet in height, measured to the top of the fixture from grade.
 - b. All light fixtures on properties adjoining residential uses and/or districts that are separated by a street and are within the perimeter area shall not exceed fifteen (15) feet. Outside the perimeter area, the overall height may be increased to twenty (20) feet in height, measured to the top of the fixture from grade.
 - c. All light fixtures on properties adjoining residential uses and/or districts that are separated by an arterial street and are within the perimeter area shall not exceed twenty-four (24) feet. Outside the

perimeter area, the overall height may be increased to twenty-eight (28) feet in height, measured to the top of the fixture from grade.

- d. All light fixtures on properties that do not adjoin residential uses and/or districts in Subsections (a) through (c) above shall not exceed twenty-eight (28) feet.
4. Maximum foot-candles. The maximum maintained vertical foot-candle at an adjoining residential property line shall be one-half (0.5) foot-candles, measured at three (3) feet above the grade.
5. Uniformity ratios. Luminaire fixtures shall be arranged to provide uniform illumination throughout the parking lot of not more than a six to one (6:1) ratio of average minimum illumination and not more than twenty to one (20:1) ratio of maximum to minimum illumination.
6. Maximum wattage.
 - a. All fixtures on developments that adjoin residential uses and/or districts shall be limited to one hundred seventy-five (175) watts maximum per head through the entire parking lot.
 - b. All fixtures on developments separated from residential uses and/or districts by a street shall be limited to one hundred seventy-five (175) watts maximum per head along the perimeter area. For the purpose of this standard, the perimeter area shall be measured one hundred (100) feet from the property line closest to the residential use and/or district. Outside the perimeter area, higher wattage fixtures may be utilized, but shall not exceed two hundred fifty (250) watts.
 - c. All fixtures on developments that adjoin commercial, office or industrial uses and/or districts shall be limited to four hundred (400) watts maximum per head.
7. Maximum light fixture heads.
 - a. Developments adjoining residential uses and/or districts including those separated by a street shall utilize single headed fixtures on the perimeter area.

- b. The total aggregate wattage for multiple headed fixtures mounted on a single pole shall be limited to eight hundred (800) watts maximum.
 - c. Floodlight fixtures attached or mounted to parking lot light poles and/or fixtures are prohibited.
- 8. Lighting wattage may be further restricted depending on the elevation change between sites.
- 9. On all non-residentially developed lots which contain a minimum of four (4) parking lot light poles, parking lot lighting levels for surface parking lots and the top levels of parking decks and structures shall be reduced by at least fifty percent (50%) of the full operational levels within thirty (30) minutes after the close of business. Lighting levels may be reduced by turning off fifty percent (50%) of the parking lot lights or by dimming parking lot lighting levels to no more than fifty percent (50%) of the levels used during business or activity hours within thirty (30) minutes of the close of business or by some combination.

D. Wall-Mounted/Building-Mounted Lighting.

- 1. Building-mounted neon lighting is allowed only when recessed or contained in a cap or architectural reveal.
- 2. Wall-mounted fixtures are allowed only when full cut-off fixtures that direct the light downward are utilized.
- 3. Wall-mounted fixtures shall not exceed one hundred fifty (150) watts for incandescent and metal halide.
- 4. Wall-mounted/building-mounted fixtures shall be attached only to walls and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater. These fixtures on structures within one hundred (100) feet of residential use and/or district shall not exceed fifteen (15) feet measured from the top of the fixture to grade.

E. Pedestrian Walkway Lighting.

1. In commercial and/or office developments, pedestrian-level, bollard lighting, ground-mounted lighting or other low, glare-controlled fixtures mounted on buildings or landscape walls shall be used to light pedestrian walkways.
2. In industrial developments, pedestrian-level, bollard lighting, ground-mounted lighting or other low, glare-controlled fixtures mounted on buildings or landscape walls may be provided to light pedestrian walkways.

F. Architectural/Landscape/Artwork Lighting.

1. Fixtures used to accent architectural features, materials, colors, style of buildings, landscaping or art shall consist of full cut-off or directionally shielded lighting fixtures that are aimed and controlled so that the directed light shall be substantially confined to the object intended to be illuminated to minimize glare, sky glow and light trespass.
2. Architectural/landscape lighting shall not exceed one hundred fifty (150) watts for incandescent or seventy (70) watts for other lighting sources.
3. The maximum illumination of any vertical surface or angular roof surface shall not exceed four (4) foot-candles.

G. Canopy Lighting And Lighting Of Drive-Thru.

1. All canopied areas and drive-thru facilities such as banks, service stations, convenience stores, car washes, etc., shall comply with the following requirements.
2. The lighting of such areas shall not be used to attract attention to the business. Lighting levels shall be adequate to facilitate the activities taking place in such locations.
3. Acceptable fixtures and methods of illumination include:
 - a. Light fixtures mounted on canopies shall be recessed so that the lens cover is recessed and flush with the bottom surface (i.e., ceiling) of the canopy.
 - b. Indirect lighting may be used where light is beamed upward and then reflected down from the underside of the canopy. Such fixtures shall

be shielded such that direct illumination is focused exclusively on the underside of the canopy.

4. Lights shall not be mounted on the top or sides (fascias) of the canopy and the sides (fasciae of the canopy) shall not be illuminated.
5. Areas around service station pump islands shall be illuminated so that the minimum illumination three (3) feet above grade is at least one (1.0) foot-candle and no more than five (5.0) foot-candles. The uniformity ratio (i.e., average illumination to minimum illumination) shall be no greater than four to one (4.0:1).
6. Automatic teller machines (ATM). The lighting around freestanding ATM shall not exceed sixteen (16) foot-candles, measured at three (3) feet above the grade, within a five (5) foot radius from the ATM or four (4) foot-candles within a thirty (30) foot radius.

H. Exterior Display Lighting.

1. The amount of the display area light, measured at three (3) feet above the grade, shall not exceed twenty-five (25) foot-candles with an average illumination to minimum illumination of not greater than five to one (5.0:1).
2. The height of the exterior light fixtures shall be as follows:
 - a. Wall-mounted/building-mounted fixtures shall be attached only to walls and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater. These fixtures on structures within one hundred (100) feet of residential use and/or district shall not exceed fifteen (15) feet measured from the top of the fixture to grade.
 - b. Pole-mounted fixtures shall not exceed twenty (20) feet as measured from finish grade to the top of the light fixture. Concrete pedestals/bases shall not exceed three (3) feet in height and shall be included in the overall height. These fixtures within one hundred (100) feet of residential use and/or district shall not exceed fifteen (15) feet measured from the top of the fixture to grade.

3. The lighting in enclosed display areas shall be extinguished within thirty (30) minutes after closing of the business. Under no circumstances shall the illumination of display lots be permitted between 11:00 P.M. (10:00 P.M. adjacent to residential) and 7:00 A.M.
4. The illumination of parking lot display lighting shall be reduced by one-half ($\frac{1}{2}$) between 11:00 P.M. (10:00 P.M. adjacent to residential) and 7:00 A.M.

SECTION 400.435: LANDSCAPING AND BUFFERING REQUIREMENTS

A. General Standards. Development in "B-1", "B-2", "B-3", "I-1" and "I-2" Zoning Districts shall, in addition to any landscaping requirements in any previous Sections, also install landscaping and buffering in accordance with the following general standards:

1. The applicant shall make all reasonable efforts to preserve existing mature trees, streams or other natural features that contribute to the natural character of Smithville.
2. Any part of the lot area not used for structures, parking areas, loading zones, access ways, sidewalks or outdoor seating areas shall be landscaped with grass, ground cover, trees, shrubs and/or landscaping mulch or rock.
3. In areas where overhead utilities will be located after development of a lot, only small stature trees should be used where the ultimate height and form of the trees may cause interference. In the alternative, where no such utilities exist, it is recommended that large stature canopy trees be planted.
4. Buffer areas should be designed to shield adjacent uses from light, noise and other adverse impacts from the use of the lot(s). The depth of the buffer and combination of materials used will depend upon the type of use on the lot and the use of the adjoining tract(s).
5. Buffer areas shall include an assortment of deciduous trees, evergreen trees, fencing, shrubs, flowering ornamental trees and other landscaping materials in accordance with the specific requirements as identified below.

B. Buffer Zone Types.

1. Building buffer zones.

- a. A "building buffer zone" is defined as the area between the building and a property line that abuts another property, with no parking, loading or vehicular travel areas located in between. Building buffer zones shall not include the area between a building and a property line that abuts a public right-of-way.
 - b. The building buffer zone shall extend the entire length of the building and, from each building corner, an additional distance equal to twenty percent (20%) of the building length for a total length of one hundred forty percent (140%) of the building length, unless a parking, loading or vehicular travel area is located between the building and the property line. If a parking, loading or vehicular travel area is located between the building and the property line, then the building buffer zone described above shall be reduced along the area where the parking, loading or vehicular travel area is located.
 2. Parking buffer zones. The "parking buffer zone" is the area between the edge of the paved surface of a parking, loading or vehicular travel area and the property line and extends the length the property, except where such areas access a public street.
 3. Street landscaping area. The street landscaping area is located along any property line that abuts a public street.
- C. Specific Standards For "B-1", "B-2" And "B-3" Districts.
1. Adjacent to single- and two-family residential zones.
 - a. Building buffer zone.
 - (1) The building buffer zone shall be no less than thirty (30) feet wide.
 - (2) The building buffer zone shall include either an eighty percent (80%) sight-obscuring fence, six (6) feet tall and at forty (40) feet intervals, clusters of ornamental flowering trees and shrubs or large stature canopy trees and other small landscaping features with the plantings located between the fence and the property line; or evergreen trees at least six (6)

feet in height planted ten (10) feet apart on center and not more than ten (10) feet from the property line and clusters of ornamental flowering trees and shrubs or large stature canopy trees and other small landscaping features placed at intervals of forty (40) feet.

b. Parking buffer zones.

- (1) The parking buffer zone shall be no less than fifteen (15) feet wide.
- (2) The parking buffer zone shall include non-deciduous shrubs, hedges or evergreen plantings at least two (2) feet in height at the time of installation and spaced or clustered in such a manner as to obscure at least eighty percent (80%) of the parking, loading or vehicular travel area. There shall be a minimum of three (3) such plantings for each ten (10) feet of linear distance and planted not more than five (5) feet from the edge of the paved surface.
- (3) In addition to the evergreen materials above, there shall also be either two (2) large stature trees or four (4) ornamental flowering trees planted for each sixty (60) feet of the zone.

2. Adjacent to multi-family, business or industrial zones.

a. Building buffer zones.

- (1) For each sixty (60) linear feet of the building buffer zone, a minimum of one (1) deciduous tree is required.
- (2) For each seventy (70) linear feet of the building buffer zone, a minimum of one (1) ornamental flowering tree is required.
- (3) For each seventy-five (75) linear feet of the building buffer zone, a minimum of three (3) shrubs or low stature evergreen bushes is required.
- (4) Clustering of groups of trees and shrubs in an attractive and natural setting is encouraged.

b. Parking buffer zones.

- (1) For each sixty (60) linear feet of the parking buffer zone, one (1) deciduous or one (1) ornamental flowering tree is required.
- (2) For each fifty (50) linear feet of the parking buffer zone, one (1) shrub or low stature evergreen bush is required.
- (3) Clustering of groups of trees and shrubs in an attractive and natural setting is encouraged.

3. Street landscaping.

- a. In areas where a parking lot is adjacent to the street, the plan shall include low hedges ornamental grasses or low walls and one (1) ornamental flowering tree for every seventy-five (75) linear feet of property line. The number, size and spacing of low features and/or plantings shall be such that the parking lot shall be effectively screened from view without obstructing traffic movements from and to the lot.
- b. In areas where the building is adjacent to the street, there shall be one (1) large stature deciduous tree or two (2) ornamental flowering trees for every seventy-five (75) linear feet and three (3) shrubs for every forty (40) linear feet of property line. Attractive clustering of the required plantings is encouraged.

D. Specific Standards For "I-1" And "I-2" Districts.

1. Areas adjacent to residential properties.

a. Building buffer zone.

- (1) The building buffer zone shall be no less than forty (40) feet wide.
- (2) The building buffer zone shall include both an eighty percent (80%) sight-obscuring fence, six (6) feet tall and evergreen trees at least six (6) feet tall at planting, spaced ten (10) feet

apart on center, not less than ten (10) feet from the property line.

b. Parking buffer zones.

- (1) The parking buffer zone shall be no less than twenty (20) feet wide.
- (2) The parking buffer zone shall include shrubs, hedges or evergreen plantings two (2) feet in height at the time of planting placed no less than five (5) feet from the edge of the paved surface. The number of plantings shall be such that the parking lot is at least eighty percent (80%) obscured.

2. Areas adjacent to business or industrial properties.

a. Building buffer zones.

- (1) For each sixty (60) linear feet of the building buffer zone, a minimum of one (1) deciduous tree is required.
- (2) For each seventy (70) linear feet of the building buffer zone, a minimum of one (1) ornamental flowering tree is required.
- (3) For each seventy-five (75) linear feet of the building buffer zone, a minimum of three (3) shrubs or low stature evergreen bushes is required.
- (4) Clustering of groups of trees and shrubs in an attractive and natural setting is encouraged.

b. Parking buffer zones.

- (1) For each sixty (60) linear feet of the parking buffer zone, one (1) deciduous or one (1) ornamental flowering tree is required.
- (2) For each fifty (50) linear feet of the parking buffer zone, one (1) shrub or low stature evergreen bush is required.

- (3) Clustering of groups of trees and shrubs in an attractive and natural setting is encouraged.

3. Street landscaping.

- a. In areas where a parking lot is adjacent to the street, the plan shall include low hedges, ornamental grasses or low walls and one (1) ornamental flowering tree for every seventy-five (75) linear feet of property line. The number, size and spacing of low features and/or plantings shall be such that the parking lot shall be effectively screened from view without obstructing traffic movements from and to the lot.
- b. In areas where the building is adjacent to the street, there shall be one (1) large stature deciduous tree or two (2) ornamental flowering trees for every seventy-five (75) linear feet and three (3) shrubs for every forty (40) linear feet of property line. Attractive clustering of the required plantings is encouraged.

SECTION 400.440: MISCELLANEOUS DESIGN STANDARDS

- A. Screening Of Trash Dumpsters And Storage Containers. All trash dumpsters and storage containers shall be screened on all sides with an enclosure equal to the height of the containers. Each enclosure shall consist of solid walls and shall match the color, materials and design of the building.
- B. Screening of Mechanical Equipment.
 1. Exterior ground-mounted equipment shall be screened from view with a solid wall that matches the color, materials and design of the building. The height of the screen shall be no lower than the height of the unit as installed. Building-mounted equipment, including, but not limited to, vents, meters and flues, shall match or complement the permanent color of the adjacent building wall.
 2. All roof top units shall be screened from view with a parapet or an architectural treatment compatible with the building architecture equal to the height of the unit as installed.
- C. Maintenance.

1. Exposed walls and roofs of buildings shall be maintained in a clean, orderly and attractive condition, free of cracks, dents, punctures, breakage and other forms of visible marring. Materials that become faded, chalked or otherwise deteriorated shall be refinished, painted or replaced. Exterior grounds including parking lots and associated pavement shall be maintained without potholes, unfilled cracks, broken sidewalks and curbing.
 2. Landscape plantings shall be maintained so that the initial plantings survive. If a planting, including trees, should not survive in the first eighteen (18) months after planting, it shall be immediately replaced with a like plant. If the landscape plant is located in a buffer zone adjacent to a residential property dies, it shall be replaced in order to maintain the required buffer.
- D. Materials Standards. All materials approved for use as provided herein shall be manufactured and installed in accordance with the applicable ASTM and other standards and codes adopted and accepted by the City.
- E. Adoption of Administrative Guidelines. The Development Director is authorized, as he/she deems necessary, to prepare an interpretation manual and guidelines in order to augment, implement and provide further details for the carrying out of these minimum design standards.

Section 2. This ordinance shall take effect and be in full force from and after the approval.

PASSED THIS 7th DAY OF SEPTEMBER, 2021.

Mayor

ATTEST:

City Clerk

First Reading: 08/17/2021

Second Reading

09/07/2021



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2914-21, Amending Provisions of the International Codes

RECOMMENDED ACTION:

A motion to read Bill No. 2914-21 by title only for second reading to amend certain provisions of the building code.

SUMMARY:

The proposed changes would reinstate the ice dam protection to the codes and would reinstate a pool barrier height amendment made for the previous codes. Both provisions are common changes to the codes in our region, and were erroneously omitted by staff during adoption of the 2018 ICC family of codes.

BACKGROUND:

The Board adopted the 2018 ICC family of Codes in November of 2020. Staff has identified two errors in transcription from the old codes to the new codes it made in its presentation of that original ordinance. The proposed ordinance would reinstate changes to the codes made for our particular area in the country.

PREVIOUS ACTION:

Ordinance 3077-20 adopted the 2018 building codes.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: Click or tap here to enter text. | |

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE 2018
INTERNATIONAL CODES FOR BUILDINGS AND THE 2017 NATIONAL
ELECTRICAL CODES**

WHEREAS, the City of Smithville adopted the 2018 *International Building, Residential, Mechanical, Plumbing, Fuel Gas, Energy Conservation Swimming Pool & Spa and Property Maintenance Codes, and the 2017 National Electrical Code* by Ordinance 3077-20 on November 2, 2020, and

WHEREAS, staff has identified two provisions that were not properly amended in the various codes consistent with the 2012 amendments and how the codes have been enforced; and,

WHEREAS, the two provisions relate to ice dam protections on roofing and the spacing of supports in a pool barrier fence; and,

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

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

Section 1. That Section 500.035 – Additions, Insertions, Deletions And Changes to the International Residential Code is amended as follows:

Section 500.035.A.5. is amended to read as follows:

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

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp°	Ice Barrier Underlayment Requirement	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Wind Speed	Topographic effects		Weathering	Frost Line Depth	Termite					
20	90	No	A	Severe	36"	Yes	6°	YES	1978 2003	1034	53.5

Section 2. That Section 500.105 - Additions, Insertions, Deletions And Changes To The International Swimming Pool And Spa Code is amended as follows:

Add a new Section 500.105.G to read:

Section 305.2.6 is amended by changing "45 inches (1143 mm)" to "32 inches (813 mm)".

Section 3. That this ordinance shall take effect and be in force from and after its approval as required by law.


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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading:	08/17/2021
Second Reading:	09/07/2021

	<div>STAFF</div> <div>REPORT</div>
Date:	August 10, 2021
Prepared By:	Jack Hendrix
Subject:	Amendments to Building Codes

Following the adoption of the 2018 ICC codes for buildings in November of 2020, staff has identified two issues that did not make it into the new code adoption. The first of the two issues relate to what is known as Ice Dam protection on residential roofs in our area. Ice Dams occur when snow on the roof melts in the area above the insulated ceilings of the home then runs down the roof until it reaches the eave area. Once it reaches the eave area, there is no longer any residual heat loss from the ceiling and the water will freeze again. As that ice builds up over time, a dam is created causing the melted snow to back up under the shingles of the house and ultimately causing damage to the roof underlayment and sheathing.

If a homeowner has weather related roof damage – hail for example – when their insurance company agrees to pay for the roof replacement, they verify what the code says exactly on the ice dam provisions. By erroneously omitting the requirement in Table 301.2(1), homes that were constructed with ice dam protection would not be able to have the roof restored to its' original condition, and it puts those homes at risk for future damage.

The second provision relates solely to the required 4-foot tall barrier around a pool. In previous versions of the code, the city amended to minimum distance between horizontal cross members of a fence from 45" to 32". The purpose of the provision is to make it more difficult for a small child to use the cross members to function as a ladder and allow them to climb the barrier. The city's original change to 32" was because there was no fence available less than 54" in height that met that standard, and the cost of the fence was approximately 20% higher. It was the opinion of staff at the time that a gap of 32" significantly met the underlying protection needed – keeping small children from climbing the barrier – and did it with a product that met the 4' barrier height requirement at a more reasonable price. During the adoption of the NEW Spa and Pool Code provisions, the change to 32" that was incorporated into the old Residential code had been omitted by staff. This change would reinstate our previous standards for the same reasons – there is still no product that meets the 45" standard without being taller than required and costing 20% more.



Board of Alderman Request for Action

MEETING DATE: 9/07/2021

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2915-21, Annexation of Lot 8 Lakeside Crossing – 2413
Northeast 157th Street – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2915-21 for first reading by title only.

SUMMARY:

Approving this ordinance would annex Lot 8 of Lakeside Crossing 1st Plat into the City.

BACKGROUND:

This is one of the remaining lots in Lakeside Crossing that was requested to voluntarily annex in accordance with a Sewer Service Agreement for the subdivision executed in 1996.

PREVIOUS ACTION:

none

POLICY ISSUE:

Annexation

FINANCIAL CONSIDERATIONS:

Would increase general tax revenues and reduce sewer use fees.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 2915-21

ORDINANCE NO. XXXX-21

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

WHEREAS, on the 4th day of August 2021, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

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

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

WHEREAS, notice of said public hearing was given by publication of notice hereof on the 26th day of August 2021 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

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

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

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

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

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

Lot 8, Lakeside Crossing 1st Plat

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

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

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

PASSED THIS ____ DAY OF SEPTEMBER 2021.

Damien Boley, Mayor

ATTEST

Linda Drummond
City Clerk

First Reading: 09/07/2021

Second Reading 09/21/2021



STAFF REPORT

September 7, 2021

Annexation of Parcel Id # 05-908-00-03-030.00

Bill No. 2915-21

Application for Voluntary Annexation of Land to the City

Code Sections: State Law Section 71-012 Annexation

Property Information: Address: 2413 NE 157th Ter.

Owner: Angela Hutchings

Notice Date: August 26, 2021

GENERAL DESCRIPTION:

The applicant seeks to annex Lot 8 of Lakeside Crossing into the city.

COMPLIANCE WITH COMPREHENSIVE PLAN

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

CONTIGUOUS AND COMPACT

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

ABILITY TO PROVIDE SERVICES

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

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed annexation.

Respectfully Submitted,

Zoning Administrator



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police

AGENDA ITEM: Bill No. 2916-21, Changes and Additions to Certain Liquor Ordinances

REQUESTED BOARD ACTION:

Motion to approve Bill 2916-21 for first reading by title only.

SUMMARY:

This bill brings current ordinances into alignment with the existing State Statutes of Missouri. The State of Missouri made changes to statute, effective August 28, 2021. Previous statute allowed sales of liquor on Sundays from 9:00 am to midnight, which has been changed to 6:00 am to 1:30 am Monday.

The most notable change is the addition of Section 600.031, sale of drinks for consumption off premises. This makes the temporary changes due to COVID restrictions permanent. To date, we have had no problems with establishments complying with this change.

The City's attorneys have reviewed and recommended these changes and additions.

PREVIOUS ACTION:

The last modifications to these sections were in July, 2019.

POLICY OBJECTIVE:

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FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 2895-21

ORDINANCE NO.

AN ORDINANCE REPEALING SECTIONS 600.005 THROUGH 600.030 OF 600 ALCOHOL OF THE SMITHVILLE MUNICIPAL CODE AND RE-ENACTING NEW SECTIONS 600.005 TO 600.031.

WHEREAS, to keep the City's Ordinances consistent and compliant with Missouri Statutory Authority, the City desires to update its Alcoholic Beverages Code to be current; and

WHEREAS, in revising certain Sections of Chapter 600 of the Ordinances, the City of Smithville desires to make its code current in all ways and to include new concepts such as including Liquor By The Drink To Go; and

WHEREAS, the Smithville Board of Alderman Deems it to be in the best interest of the City of Smithville to adopt said repealing certain sections to the alcohol code; and

WHEREAS, the City proposes adopting the Alcohol Code Sections 600.005, 600.010, 600.015, 600.020, 600.030 and 600.031 as follows:

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

Section 600.005 **Purpose.**

- A. Alcohol is, by law, an age-restricted product that is regulated differently than other products. The provisions of this Chapter establish vital regulation of the sale and distribution of alcoholic beverages in order to promote responsible consumption, combat illegal underage drinking, and achieve other important policy goals such as maintaining an orderly marketplace composed of licensed alcohol producers, importers, distributors, and retailers.
- B. To the extent that any provision of this chapter is inconsistent with Missouri Statutory Law or division of alcohol and tobacco control regulation, this law shall be deemed to be amended to conform to such law and it is the intent of this chapter to allow the City to utilize the Liquor Laws to the maximum extent authorized by law, not inconsistent with the specific provisions thereof.

Section 600.010 **Definitions.**

When used in this Chapter, the following words shall have the following meanings:

CLOSED PLACE

A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR

Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES

An intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

MALT LIQUOR

An intoxicating liquor containing alcohol not in excess of five percent (5%) and using the ingredients set out in Section 311.490, RSMo.

MICROBREWERY

A business whose primary activity is the brewing and selling of beer, with an annual production of ten thousand (10,000) barrels or less, as defined by Section 311.195, RSMo.

ORIGINAL PACKAGE

Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit, and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing one (1) or more standard bottles, cans or pouches of beer.

PERSON

An individual, association, firm, joint-stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

RESORT

Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which

restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

RESTAURANT BAR

Any establishment having a restaurant or similar facility on the premises at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred thousand dollars (\$200,000.00) from the sale of prepared meals or food consumed on such premises.

Section 600.015 Sale By The Drink Defined.

The sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters shall be deemed "sale by the drink" and may be made only by a holder of a retail liquor dealer's license and, when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

Section 600.020 License Required — Classes Of Licenses.

A. No person shall sell or offer for sale intoxicating liquor in the City of Smithville without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.

B. General Licenses. Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor:

- 1.** Package Liquor — Malt Liquor Only. Sales of malt liquor at retail by grocers and other merchants and dealers for sale in the original package direct to consumers but not for resale and not for consumption on the premises where sold. This license may include sales between **6:00 a.m. on Sundays and 1:30 a.m. on Mondays** .

2. Package Liquor — All Kinds. Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.

3. Liquor By The Drink — Malt Liquor/Light Wine Only. Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** and **(4)** of this Section.

4. Malt Liquor By The Drink. Sales of malt liquor at retail by the drink for consumption on the premises. This license may include sales between **6:00 a.m. on Sundays and 1:30 a.m. on Mondays**.

5. Liquor By The Drink — All Kinds. Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.

6. Microbrewery.

a. Manufacture of beer and malt liquor in quantities not to exceed ten thousand (10,000) barrels per annum and may include sales of intoxicating liquor by the drink at retail for consumption on the premises. The holder of this license may also sell beer and malt liquor produced on the premises to duly licensed wholesalers; however, holders of this license shall not, under any circumstances, directly or indirectly, have any financial interest in any wholesaler's business, and such sales to wholesalers shall be subject to the restrictions of Sections 311.181 and 311.182, RSMo.

b. This license may include sales between **6:00 a.m. on Sundays and 1:30 a.m. on Mondays**.

C. Sunday Sales. Except for any establishment that may apply for a license under Section 311.089, RSMo., any person possessing the qualifications and meeting the requirements of this Chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license to sell intoxicating liquor at retail between **6:00 a.m. on Sundays and 1:30 a.m. on Mondays**.

D. Permits.

1. Temporary Permit For Sale By Drink. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section **600.030(B)** below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.

2. Tasting Permit — Retailers. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(2)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.

3. Tasting Permit — Winery, Distiller, Manufacturer, Etc.

a. Any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide and pour distilled spirits, wine, or malt beverage samples off a licensed retail premises for tasting purposes, provided no sales transactions take place. For purposes of this Subsection **(D)(3)**, a "sales transaction" shall mean an actual and immediate exchange of monetary consideration for the immediate delivery of goods at the tasting site.

b. Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide, furnish, or pour distilled spirits, wine, or malt beverage samples for customer tasting purposes on any temporary licensed retail premises as described in Section 311.218, 311.482, 311.485, 311.486, or 311.487, RSMo., or on any tax-exempt organization's licensed premises as described in Section 311.090, RSMo.

c. Any Winery, Distiller, Etc., May Provide Or Furnish Distilled Spirits, Wine Or Malt Beverage Samples On A Licensed Retail Premises — When.

(1) Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide or furnish distilled spirits, wine or malt beverage samples on a licensed retail premises for customer tasting purposes so long as the winery, distiller, manufacturer, wholesaler, or brewer or designated employee has permission from the person holding the retail license. The retail licensed premises where such product tasting is provided shall maintain a special permit in accordance with Section 311.294, RSMo., or hold a by the drink for consumption on the premises where sold retail license. No money or anything of value shall be given to the retailers for the privilege or opportunity of conducting the on-the-premises product tasting.

(2) Distilled spirits, wine, or malt beverage samples may be dispensed by an employee of the retailer, winery, distiller, manufacturer or brewer or by a sampling retained by the retailer, winery, distiller, manufacturer or brewer. All sampling service employees that provide and pour intoxicating liquor samples on a licensed retail premises shall be required to complete a server training program approved by the Division of Alcohol and Tobacco Control.

(3) Any distilled spirits, wine, or malt beverage sample provided by the retailer, winery, distiller, manufacturer, wholesaler, or brewer remaining after the tasting shall be returned to the retailer, winery, distiller, manufacturer, wholesaler, or brewer.

Section 600.030 **License Regulations.**

A. Package Sales, Limitations. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drugstore, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

B. Temporary Permit For Sale By Drink — Certain Organizations.

1. Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization or a nonprofit entity registered to do business in Missouri, for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.

3. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.

4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

C. Operating Hours, Days.

1. No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away, or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday except as otherwise authorized and licensed for Sunday sales, and if

said person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in Section **600.010** of this Chapter and between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and 1:30 A.M. on Sunday and 6:00 A.M. on Monday. Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels, or bowling alleys, this Section shall apply only to the room or rooms in which intoxicating liquor is dispensed; and where such licenses are held by restaurants or bowling alleys whose business is conducted in one room only, then the licensee shall keep securely locked during the hours and on the days herein specified all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.

2. When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday," any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

D. Number Of Licenses Limited.

1. No license for the sale of any and all kinds of intoxicating liquor by the drink for consumption on the premises, except for a resort or restaurant's bar license, shall be granted or issued when the granting thereof shall increase the number of such licenses outstanding and in force at that time to more than one (1) for each one thousand (1,000) inhabitants, or fraction thereof, residing within the City as shown by the last decennial census of the United States.

2. Any license for the sale at retail of any and all kinds of intoxicating liquor in the original package shall be granted or issued only by approval of the Board of Aldermen, except as otherwise set forth herein.

3. Determining The Number Of Licenses Allowed. For purposes of determining the number of licenses allowed by this Section, the issuance of licenses shall be counted as follows:

a. The issuance of a license as provided in Section **600.020(B)(2)** of this Chapter (Package liquor — all kinds) shall be counted as being commensurate with the issuance of one (1) license for every subcategory of package liquor provided in Section **600.020(B)(1)**.

b. The issuance of a license as provided in Section **600.020(B)(5)** of this Chapter (Liquor by the drink — all kinds) shall be counted as being

commensurate with the issuance of one (1) license for every subcategory of liquor by the drink provided in Section **600.020(B)(3)** and **(B)(4)**.

E. General License Regulations.

- 1.** Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
- 2.** A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
- 3.** No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.
- 4.** In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Board of Aldermen. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.
- 5.** Every licensee shall keep displayed prominently at all times on its licensed premises any City license designating the premises as a place licensed by the City to sell intoxicating liquors. Nonetheless, no application shall be disapproved by the Supervisor of Alcohol and Tobacco Control for failure to possess a City license when making application for a license. Within ten (10) days from the issuance of said City license, the licensee shall file with the Supervisor of Alcohol and Tobacco Control a copy of such City license.

Section 600.031

- 1.** Notwithstanding any provision of this law to the contrary, any person who is licensed to sell intoxicating liquor at retail by the drink for on-premises

consumption may sell retailer-packaged alcoholic beverages to customers in containers, filled on such premises by any employee of the retailer who is twenty-one years of age or older, for off-premises consumption if all the following requirements are met:

- (1) The container of the alcoholic beverage is rigid, durable, leak-proof, sealable, and designed to prevent consumption without removal of the tamperproof cap or seal. A "sealable" container does not include a container with a lid with sipping holes or openings for straws;
- (2) The contents of each container do not exceed one hundred twenty-eight ounces;
- (3) The patron orders and purchases a meal from the licensee simultaneous with the alcoholic beverage purchase. For purposes of this subdivision, a "meal" is defined as food that has been prepared on-premises;
- (4) The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee for off-premises consumption;
- (5) The licensee provides the patron with a dated receipt or an electronic record for the meal and alcohol beverages; and
- (6) The container is either: (a) Placed in a one-time-use, tamperproof, transparent bag that is securely sealed; or (b) The container opening is sealed with tamperproof tape.

For purposes of this subdivision, "tamperproof" means that a lid, cap, or seal visibly demonstrates when a bag or container has been opened.

2. Containers that are filled under subsection 1 of this section shall be affixed with a label or a tag that contains the name and address of the business that filled the container, in type not smaller than three millimeters in height and not more than twelve characters per inch, and states, "THIS BEVERAGE CONTAINS ALCOHOL.".

3. The filling of a container under this section shall be in compliance with Section 3-304.17(c) of the 2009 Food and Drug Administration Food Code.

4. No provision of this law, shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish containers that are filled under subsection one (1) of this section to any person who is licensed to sell intoxicating liquor at retail.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the ____ of September 2021.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 9/07/2021

Second Reading: 9/21/2021

Section 600.005**Purpose.**

[Ord. No. 3039-19, 7-16-2019]

- A. Alcohol is, by law, an age-restricted product that is regulated differently than other products. The provisions of this Chapter establish vital regulation of the sale and distribution of alcoholic beverages in order to promote responsible consumption, combat illegal underage drinking, and achieve other important policy goals such as maintaining an orderly marketplace composed of licensed alcohol producers, importers, distributors, and retailers.
- B. To the extent that any provision of this chapter is inconsistent with Missouri Statutory Law or division of alcohol and tobacco control regulation, this law shall be deemed to be amended to conform to such law and it is the intent of this chapter to allow the City to utilize the Liquor Laws to the maximum extent authorized by law, not inconsistent with the specific provisions thereof.

Section 600.010**Definitions.**

[Ord. No. 3039-19, 7-16-2019]

When used in this Chapter, the following words shall have the following meanings:

CLOSED PLACE

A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR

Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES

An intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

MALT LIQUOR

An intoxicating liquor containing alcohol not in excess of five percent (5%) and using the ingredients set out in Section 311.490, RSMo.

MICROBREWERY

A business whose primary activity is the brewing and selling of beer, with an annual production of ten thousand (10,000) barrels or less, as defined by Section 311.195, RSMo.

ORIGINAL PACKAGE

Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit, and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing one (1) or more standard bottles, cans or pouches of beer.

PERSON

An individual, association, firm, joint-stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

RESORT

Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

RESTAURANT BAR

Any establishment having a restaurant or similar facility on the premises at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred thousand dollars (\$200,000.00) from the sale of prepared meals or food consumed on such premises.

Section 600.015 Sale By The Drink Defined.

[Ord. No. 3039-19, 7-16-2019]

The sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters shall be deemed "sale by the drink" and may be made only by a holder of a retail liquor dealer's license and, when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

Section 600.020 License Required — Classes Of Licenses.

[Ord. No. 3039-19, 7-16-2019]

A.

No person shall sell or offer for sale intoxicating liquor in the City of Smithville without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.

B.

General Licenses. Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor:

1.

Package Liquor — Malt Liquor Only. Sales of malt liquor at retail by grocers and other merchants and dealers for sale in the original package direct to consumers but not for resale and not for consumption on the premises where sold. This license may include sales between 6:00 a.m. on Sundays and 1:30 a.m. on Mondays ~~Sunday sales from 9:00 A.M. to 12:00 Midnight.~~

2.

Package Liquor — All Kinds. Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.

3.

Liquor By The Drink — Malt Liquor/Light Wine Only. Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** and **(4)** of this Section.

4.

Malt Liquor By The Drink. Sales of malt liquor at retail by the drink for consumption on the premises. This license may include sales between 6:00 a.m. on Sundays and 1:30 a.m. on Mondays~~Sunday sales from 9:00 A.M. to 12:00 Midnight.~~

5.

Liquor By The Drink — All Kinds. Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.

6.

Microbrewery.

a.

Manufacture of beer and malt liquor in quantities not to exceed ten thousand (10,000) barrels per annum and may include sales of intoxicating liquor by the drink at retail for consumption on the premises. The holder of this license may also sell beer and malt liquor produced on the premises to duly licensed wholesalers; however, holders of this license shall not, under any circumstances, directly or indirectly, have any financial interest in any wholesaler's business, and such sales to wholesalers shall be subject to the restrictions of Sections 311.181 and 311.182, RSMo.

b.

This license may include sales between 6:00 a.m. on Sundays and 1:30 a.m. on Mondays~~Sunday sales from 9:00 A.M. to 12:00 Midnight.~~

C.

Sunday Sales. Except for any establishment that may apply for a license under Section 311.089, RSMo., any person possessing the qualifications and meeting the requirements of this Chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license to sell intoxicating liquor at retail between 6:00 a.m. on Sundays and 1:30 a.m. on Mondays~~between the hours of 9:00 A.M. and 12:00 Midnight on Sundays.~~

D.

Permits.

1.

Temporary Permit For Sale By Drink. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section **600.030(B)** below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.

2.

Tasting Permit — Retailers. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(2)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.

3.

Tasting Permit — Winery, Distiller, Manufacturer, Etc.

a.

Any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide and pour distilled spirits, wine, or malt beverage samples off a licensed retail premises for tasting purposes, provided no sales transactions take place. For purposes of this Subsection **(D)(3)**, a "sales transaction" shall mean an actual and immediate exchange of monetary consideration for the immediate delivery of goods at the tasting site.

b.

Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide, furnish, or pour distilled spirits, wine, or malt beverage samples for customer tasting purposes on any temporary licensed retail premises as described in Section 311.218, 311.482, 311.485, 311.486, or 311.487, RSMo., or on any tax-exempt organization's licensed premises as described in Section 311.090, RSMo.

c.

Any Winery, Distiller, Etc., May Provide Or Furnish Distilled Spirits, Wine Or Malt Beverage Samples On A Licensed Retail Premises — When.

(1)

Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide or furnish distilled spirits, wine or malt beverage samples on a licensed retail premises for customer tasting purposes so long as the winery, distiller, manufacturer, wholesaler, or brewer or designated employee has permission

from the person holding the retail license. The retail licensed premises where such product tasting is provided shall maintain a special permit in accordance with Section 311.294, RSMo., or hold a by the drink for consumption on the premises where sold retail license. No money or anything of value shall be given to the retailers for the privilege or opportunity of conducting the on-the-premises product tasting.

(2)

Distilled spirits, wine, or malt beverage samples may be dispensed by an employee of the retailer, winery, distiller, manufacturer or brewer or by a sampling retained by the retailer, winery, distiller, manufacturer or brewer. All sampling service employees that provide and pour intoxicating liquor samples on a licensed retail premises shall be required to complete a server training program approved by the Division of Alcohol and Tobacco Control.

(3)

Any distilled spirits, wine, or malt beverage sample provided by the retailer, winery, distiller, manufacturer, wholesaler, or brewer remaining after the tasting shall be returned to the retailer, winery, distiller, manufacturer, wholesaler, or brewer.

Section 600.030 License Regulations.

[Ord. No. 3039-19, 7-16-2019]

A.

Package Sales, Limitations. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drugstore, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

B.

Temporary Permit For Sale By Drink — Certain Organizations.

1.

Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization or a nonprofit entity registered to do business in Missouri, for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

2.

If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.

3.

At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.

4.

No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

C.

Operating Hours, Days.

1.

No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away, or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday except as otherwise authorized and licensed for Sunday sales, and if said person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in Section **600.010** of this Chapter and between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and 1:30 A.M. on Sunday and 6:00 A.M. on Monday. Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels, or bowling alleys, this Section shall apply only to the room or rooms in which intoxicating liquor is dispensed; and where such licenses are held by

restaurants or bowling alleys whose business is conducted in one room only, then the licensee shall keep securely locked during the hours and on the days herein specified all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.

2.

When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday," any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

D.

Number Of Licenses Limited.

1.

No license for the sale of any and all kinds of intoxicating liquor by the drink for consumption on the premises, except for a resort or restaurant's bar license, shall be granted or issued when the granting thereof shall increase the number of such licenses outstanding and in force at that time to more than one (1) for each one thousand (1,000) inhabitants, or fraction thereof, residing within the City as shown by the last decennial census of the United States.

2.

Any license for the sale at retail of any and all kinds of intoxicating liquor in the original package shall be granted or issued only by approval of the Board of Aldermen, except as otherwise set forth herein.

3.

Determining The Number Of Licenses Allowed. For purposes of determining the number of licenses allowed by this Section, the issuance of licenses shall be counted as follows:

a.

The issuance of a license as provided in Section **600.020(B)(2)** of this Chapter (Package liquor — all kinds) shall be counted as being commensurate with the issuance of one (1) license for every subcategory of package liquor provided in Section **600.020(B)(1)**.

b.

The issuance of a license as provided in Section **600.020(B)(5)** of this Chapter (Liquor by the drink — all kinds) shall be counted as being commensurate with the issuance of one (1) license for every subcategory of liquor by the drink provided in Section **600.020(B)(3)** and **(B)(4)**.

E.

General License Regulations.

1.

Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.

2.

A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.

3.

No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.

4.

In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Board of Aldermen. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.

5.

Every licensee shall keep displayed prominently at all times on its licensed premises any City license designating the premises as a place licensed by the City to sell intoxicating liquors. Nonetheless, no application shall be disapproved by the Supervisor of Alcohol and Tobacco Control for failure to possess a City license when making application for a license. Within ten (10) days from the issuance of said City license, the licensee shall file with the Supervisor of Alcohol and Tobacco Control a copy of such City license.

Section 600.031

1. Notwithstanding any provision of this law to the contrary, any person who is licensed to sell intoxicating liquor at retail by the drink for on-premises consumption may sell retailer-packaged alcoholic beverages to customers in containers, filled on such premises by any employee of the retailer who is twenty-one years of age or older, for off-premises consumption if all the following requirements are met:

(1) The container of the alcoholic beverage is rigid, durable, leak-proof, sealable, and designed to prevent consumption without removal of the tamperproof cap or seal. A "sealable" container does not include a container with a lid with sipping holes or openings for straws;

(2) The contents of each container do not exceed one hundred twenty-eight ounces;

(3) The patron orders and purchases a meal from the licensee simultaneous with the alcoholic beverage purchase. For purposes of this subdivision, a "meal" is defined as food that has been prepared on-premises;

(4) The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee for off-premises consumption;

(5) The licensee provides the patron with a dated receipt or an electronic record for the meal and alcohol beverages; and

(6) The container is either: (a) Placed in a one-time-use, tamperproof, transparent bag that is securely sealed; or (b) The container opening is sealed with tamperproof tape.

For purposes of this subdivision, "tamperproof" means that a lid, cap, or seal visibly demonstrates when a bag or container has been opened.

2. Containers that are filled under subsection 1 of this section shall be affixed with a label or a tag that contains the name and address of the business that filled the container, in type not smaller than three millimeters in height and not more than twelve characters per inch, and states, "THIS BEVERAGE CONTAINS ALCOHOL."
3. The filling of a container under this section shall be in compliance with Section 3-304.17(c) of the 2009 Food and Drug Administration Food Code.
4. No provision of this law, shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish containers that are filled under subsection 1 of this section to any person who is licensed to sell intoxicating liquor at retail.



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 956, Change Order to RFP 21-09 Street Maintenance Program in the amount of \$5,961.74

REQUESTED BOARD ACTION:

Approve Resolution 956.

SUMMARY:

On April 5, 2021 the Board Approved Resolution 906 Awarding the Street Maintenance Program (RFP 21-09) Bid to Superior Bowen in an amount of \$604,245.00 and a force account of an additional \$20,000 for a total project cost of \$624,245 (\$19,250.00 of this was for the drive into Smith's Fork Parking Lot).

In June, staff notified the Board of an overrun due to the street conditions in Rock Creek Subdivision. At that time, the overage was estimated be \$40,000, of which \$15,000 could be covered from the force account (some curbs in Rock Creek had already been repaired, totaling slightly over \$5,000). The difference was estimated to be \$26,000, with a final Change Order planned for the end of the project. The final cost is \$630,206.74, resulting in a change order amount of \$5,961.74.

Staff has also had discussions with Superior Bowen about honoring this years bid for next years Street Maintenance Program. The Missouri Department of Transportation and the Asphalt Industry have established an asphalt index due to the fluctuation of oil prices. Superior has expressed interest in honoring this years pricing, adjusting based on the asphalt index. The work Superior Bowen performed this year was very good. The City has received several comments on the quality of the work. The crews came in and stayed until the project was complete, there were no days when the roads were torn up when noone was working. If the Board desires to keep Superior Bowen under contract, we would simply not close the project and retain a nominal amount (\$1,000) from payment. Next year we would simply put together the streets to be completed and have Superior Bowen complete the work under this year's bid price, similar to a Change Order. This work and cost would be approved by the Board before the work is started.

PREVIOUS ACTION:

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

The 2021 Street Maintenance Program had budgeted \$610,000 in the Transportation Sales Tax fund and \$20,000 in the Parks Sales Tax.

ATTACHMENTS:

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

RESOLUTION 956

A RESOLUTION APPROVING A CHANGE ORDER TO THE STREET MAINTENANCE PROGRAM PROJECT 21-09 IN THE AMOUNT OF \$5,961.74 AND EXTENDING THE CONTRACT WITH SUPERIOR BOWEN

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

WHEREAS, several changes and adjustments had to be made to the project due to unknown issues; and

WHEREAS, the project is nearing completion and the changes total \$5,961.74; and

WHEREAS, Superior Bowen has completed the work in a timely and professional manner and the City would like to extend the contract with Superior Bowen to complete next year's Street Maintenance Program.

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

THAT the Change Order in an amount of \$5,961.74 is approved and contract with Superior Bowen is extended to include the 2022 Street Maintenance Program.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police

AGENDA ITEM: Resolution 957, RFQ #21-17 - Police Facility Space Needs Assessment and Conceptual Design

REQUESTED BOARD ACTION:

Motion to approve Resolution 957, authorizing the Mayor to sign an Architectural agreement with Treanor HL to perform a Police Facility Space Needs Assessment in the amount of \$42,250.

SUMMARY:

On June 23, 2021, issued RFQ #21-17 was issued for the purpose of identifying an architectural firm to complete a Police Facility Space Needs Assessment and Conceptual Design. A total of 14 proposals were submitted for the project. A committee including the City Administrator, Assistant City Administrator, Police Chief, Police Captain, and Finance Director narrowed the 14 proposals to three. Interviews were then conducted with the selected three firms. The interview panel included the review panel as well as Mayor Boley and Alderman Hartman.

Firms were evaluated based on qualifications, ability to staff the project with adequate personnel, quality of information, references, and recent experience with accuracy of construction project cost estimates. The project is estimated to take 120 days, completing the study and design for a future police facility. TreanorHL was identified as the best proposal and is recommended for contract in the amount of \$42,250. A copy of the proposal and proposed contract are attached.

PREVIOUS ACTION:

Expenditure approved during the 7-19-2021 Board meeting, funding source from previous CARES funds.

POLICY ISSUE:

Increased service, infrastructure and facility maintenance

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 957

A RESOLUTION AWARDED BID 21-17 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TREANORHL FOR THE PURPOSE OF CONDUCTING A POLICE FACILITY NEEDS ASSESSMENT AND CONCEPTUAL DESIGN IN THE AMOUNT OF \$45,250

WHEREAS, the City has identified a need for improved operational facilities for the Police Department; and

WHEREAS, the City requested qualification statements from firms under RFQ 21-17; and

WHEREAS, based upon all the firms submittals and interviews, the selection committee has recommended the firm of TreanorHL; and

WHEREAS, the Architect is qualified by experience and training and is willing to perform services as outlined in the agreement.

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

THAT BID 21-17 IS AWARDED AND THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH TREANORHL FOR THE PURPOSE OF CONDUCTING A POLICE FACILITY NEEDS ASSESSMENT AND CONCEPTUAL DESIGN IN THE AMOUNT OF \$45,250.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 7th day of September, 2021.

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk



RFQ #21-17 POLICE FACILITY SPACE NEEDS ASSESSMENT & CONCEPTUAL DESIGN

THE CITY OF SMITHVILLE REQUESTS FOR QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICE:

The City of Smithville, Missouri is soliciting proposals from qualified architectural or engineering firms to provide professional architectural services for the purpose of performing a needs assessment study, site suggestions and evaluations, cost estimation, and conceptual renderings for a new Police Facility. The Police Facility would house all operations, storage, and include a variety of security related features and needs specific to modern and efficient 24/7 law enforcement.

The submission of a proposal in response to this RFQ will permit the City of Smithville to evaluate objectively the capabilities of the firm and pursue an ongoing dialogue of consultant services. This contract will be awarded to one firm which will handle all aspects of the Police Facility Needs Assessment and Conceptual Design.

BACKGROUND

The City of Smithville has a population of approximately 10,250 and operates under the Alderman/City Administrator form of government. The Police Department has 21 full-time employees (20 sworn officers and 1 civilian).

The Smithville Police Department moved into the current facility in 1989. At the time the department had 7-8 sworn and 1 civilian personnel. The current building houses City Hall staff and the Police Department. The current building no longer provides sufficient space to meet the needs of a modern and efficient police department. Spatial constraints have also required the storage of equipment and records at alternate locations.

The City of Smithville desires to perform a needs assessment study for a new facility that can accommodate the needs of professional law enforcement in the community for the next twenty (20) years and accounting for future growth. The Smithville Police Department includes the following divisions: administration, investigations, and patrol. Spatial requirements of a new facility may include proper storage of evidence and property/evidence processing, booking area/holding cells for the temporary housing of prisoners, dispatching, emergency operations center, physical training area, men's and women's locker rooms, fitness room, interrogation rooms, public rest room, report taking room, uniform & equipment storage area, a weapons storage and maintenance area, records storage room, kitchen/break room, limited inside vehicle storage to accommodate prisoner control and vehicular evidence processing area, training/public meeting room, conference room, squad room/report writing space and sufficient secure on-site parking to accommodate patrol and employees vehicles.

SCOPE OF SERVICES

1. Needs Assessment Study:

- a. Develop a plan that identifies all current operational needs of the department. Operational space consists of that assigned to specific personnel, group or individual routine tasks, and general support functions. For each identified operational need, determine the corresponding need in 20-years. This process should also involve identifying areas where the current facility is deficient for both current and future needs.
- b. For each of the operational needs established, determine the area required to support that defined need, and any additional area requirements not identified in the operational requirements. An example may be required circulation and wall thickness, necessary to establish the overall building gross square footage. Provide separate area requirements for both the current space need and that required in 20-years.
- c. Determine the interaction/adjacency priorities of the identified operational elements.
- d. For the space needs identified, determine the most appropriate development scenarios to meet the long-term needs of the department.
- e. Determine site area needs, including parking for department and staff vehicles, and public parking.
- f. With assistance from City staff, identify and evaluate multiple sites for potential facility development.
- g. Develop a Statement of Probable Construction Cost for each potential building development scenario. Include building and normal site development hard costs. In addition, develop probable soft cost related to the project. Soft costs are to include Architecture/Engineering fees, and Fixtures, Furniture & Equipment.
- h. Work with City staff to develop a statement of Probable Annual Operating Costs for a new facility that includes, but may not necessarily be limited to, energy usage, normal facility maintenance and routine facility consumables (light bulbs, equipment filters, etc).
- i. Complete a presentation of the Needs Assessment Study to the Board of Aldermen.

2. Conceptual Design:

- a. Work with City staff to determine preferred facility aesthetic preferences.
- b. Prepare schematic floor plan layouts and building views.
- c. Review preliminary schematic design with City staff.
- d. Complete schematic design subsequent to City staff feedback.
- e. Complete a presentation of the Schematic Design to the Board of Aldermen.

PROJECT SCHEDULE

After the awarding of the contract the selected firm will have a specific date/time for work to be completed which is estimated to be approximately 120 days. Exact schedule requirements will be determined as part of the contract negotiation process.

PROPOSAL CONTENT

1. Three (3) copies of the proposal and associated literature shall be submitted to the City and include the following information:
 - a. Firm information including name, address, telephone number and e-mail address of your firm; type of business organization, years in business, and primary contact.
 - b. A complete description of the firm and its history, including relevant qualifications and special expertise that can be applied to this project.
 - c. Project experience over the last five years with respect to similar buildings and space needs studies completed by the named firm. Project list should identify project name, owner, location, cost, time period, and scope of services performed on the project by the firm.
 - d. Names and roles of the key personnel to be involved on the project, including the principal-in-charge, and project manager. For each, provide resumes indicating special expertise and relevant project experience.
 - e. Project approach, describing in detail the procedures and methods your firm will utilize in obtaining pertinent information from City staff and evaluating findings. This information should clearly identify your understanding of the scope of services.
 - f. Provide a minimum of five previous clients relevant to the scope of services. Please include client name, address, contact person, and contact's phone number.
 - g. Proposed schedule for performing the Scope of Services described herein.
 - h. Any other information that your firm considers appropriate to assist in consultation / selection process.
2. Furnish one (1) electronic copy of the submittal in Adobe PDF format

EVALUATION CRITERIA

The criteria which will be considered in the evaluation of the Statement of Qualifications shall include, but not necessarily be limited to:

- a. Qualifications of the firm and relevant project experience.
- b. Ability to staff the project with available, qualified personnel.
- c. Quality of information based on completeness, relevance, conciseness, and organization of materials.
- d. Past record of performance on similar projects, including quality of service and ability to meet schedules.
- e. Recent experience and accuracy of construction project cost estimates.

SELECTION PROCESS

The Statement of Qualifications submitted will be distributed to members of a selection committee. The committee will review the Statement of Qualifications and rank them based on evaluation criteria. Based upon this ranking, the selection committee can select the most qualified consultant, or, may be select firms for further interview. The City is under no obligation to grant interviews to

any respondent receiving a copy of this RFQ and/or submitting a written proposal in response to this RFQ.

Based upon results from this process, the City will enter into contract negotiations with the most qualified firm. If an agreement on fee cannot be reached with the top ranked firm, the City will enter negotiations with the firm of next highest rank, and so on until an agreement is reached.

The timeline for the selection process is:

- a. Request for Qualifications sent out on Wednesday June 23, 2021.
- b. Tour of existing facility on Tuesday July 6, 2021.
- c. Deadline for questions from respondents is 5:00 p.m. Friday July 9, 2021.
- d. Responses to questions will be issued no later than Wednesday July 14, 2021.
- e. Respondent submittals due by 5:00 p.m., Wednesday, July 21, 2021.
- f. Targeted award/contract is no earlier than Tuesday Aug. 17, 2021.

Any questions of interpretation with respect to this Request for Qualifications should be directed in writing to: Captain Tony Roetman (troetman@smithvillemo.org).

The relationship is expected to begin September 2021.

RFQ submittals shall include the following sections:

1. Cover Sheet;
2. Summary/Brief History of the Firm;
3. Understanding of the Scope of Services;
4. Description of the applicant's approach to this service;
5. Resumes of key personnel who will work on the project;
6. Descriptions of recent, similar clients with client contact information;
7. Estimated tasks and timeframe for project phases.

INSTRUCTIONS TO RESPONDENTS

1. RFQs must be addressed to "RFQ 21-17– Police Facility Space Needs & Conceptual Design", 107 W. Main Street, Smithville, Missouri 64089, and be received before 5:00 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFQ be used. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. Firms shall submit three (3) paper copies and one (1) PDF copy on USB of their Qualifications. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 5:00 P.M. on the 21st day of July 2021, at City Hall.

3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-0500 or email at jlockridge@smithvillemo.org. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Jason Lockridge, Chief of Police, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-0500, jlockridge@smithvillemo.org.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.



Finance Director

Issued: the 23rd day of June, 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, 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 the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. If this RFQ involves the design of a Public Works project and Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
11. Any questions regarding this request may be addressed to Jason Lockridge, Chief of Police, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-0500, jlockridge@smithvillemo.org.
12. 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 Pursuant to 285.530 RSMo.

RFQ #21-17 POLICE FACILITY SPACE NEEDS ASSESSMENT & CONCEPTUAL DESIGN

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide services as specified in the Scope of Services outlined earlier in this document.
2. The term "RFQ" means this Request for Qualifications; the term "Contractor", "Offeror", "Vendor", "Bidder", "Consultant" or "Proposer" refers to one who submits a proposal in response to the RFQ; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. All provisions, instructions and conditions set forth in this RFQ apply jointly and severally to each alternative whether Vendor submits a bid for both or only one of the Alternatives set forth above.
6. Additional information and/or questions relating to this RFQ can be obtained by contacting Jason Lockridge, Chief of Police, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-0500, jlockridge@smithvillemo.org.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. In a separate, sealed envelope, the hourly rate(s) of each member or employee anticipated to provide services in accordance with the RFQ, as well as an anticipated scope of work for each task to provide the City the ability to adjust the scope of work to meet the anticipated budgeted amounts. The actual budget for this project and the overall scope of any contract is subject to Board of Aldermen approval. Specify the required information for the base bid and each alternate for which a bid is being submitted.
3. A completed Proposal Form attached to this Request for Qualifications (preferred, not required). Three (3) paper copies and one (1) PDF copy on a USB must be received before 5:00 P.M. local time on July 21, 2021.
4. Proposed date for commencement of services.

Submission Requirements

Interested and qualified firms should provide the following information in their Statement of Qualifications:

Questions

1. Describe your organization, its history and size (number of employees, number of licensed agents, as well as location(s) and years in business.)
2. Provide an overview of the team that would be assigned. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities and their primary location.
3. Provide an overview of your approach to the project. (Include at least three studies you have implemented for clients similar to the City of Smithville that highlight your consulting expertise.)
4. Describe your process of completing a Police Facility Space Needs Assessment and Conceptual Drawings.
5. Describe your capabilities in employee communications.
6. Describe any additional service options that may be of interest.
7. Provide a list of references with at least three clients, their addresses, phone numbers and contact persons with estimated employee size, and services provided.
8. Explain the anticipated process and timeline.

SUBMITTAL:

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.

Tab B: Responses to questions.

Tab C: Client or project references for at least three similar type and scope projects that demonstrate the applicants' ability to perform this work.

Tab D: (Separate Sealed Envelope Required) Explanation of compensation.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

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.

Any questions regarding this RFQ should be directed to Captain Tony Roetman, either by phone at (816) 532-0500 or email at troetman@smithvillemo.org.

EVALUATION:

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the City at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

Selection Criteria

Evaluation of the Statements of Qualifications will be based on, but not limited to, the following selection criteria.

- Quality of consultant's response (25%)
- Proposed approach, plan, and timeline (25%)
- Quality of services; experience of firm and staff (25%)
- Comprehensiveness of services offered (25%)

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the Chief of Police in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFQ. Verbal responses and/or representations shall not be binding.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the lowest and/or best proposal to the RFQ shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFQ. A written contract noting the terms and conditions of this RFQ will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

OVERALL REQUIREMENTS

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

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

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.

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.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

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

**RFQ #21-17 POLICE FACILITY SPACE NEEDS ASSESSMENT & CONCEPTUAL DESIGN
PROPOSAL RESPONSE FORM**

I, _____, hereby representing
(Agent Submitting RFQ)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

Attach additional sheets/envelopes for each:

Tab A

Tab B

Tab C

Tab D



CITY OF SMITHVILLE

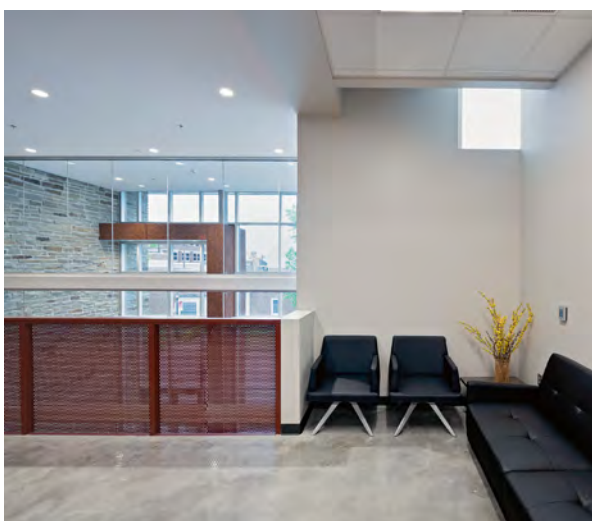
Police Facility Space Needs Assessment & Conceptual Design

RFQ #21-17

July 21, 2021

TREANOR^{HL}





Dear Chief Lockridge, Captain Roetman, and Selection Committee Members:

As you know, the role of a law enforcement officer has significantly evolved over the last few years. The facilities you work in daily must adapt to the changing needs of your department and your community. A properly designed facility supports law enforcement's desire to engage with the community and build trusting relationships. To ensure the success of the new Smithville Police Department, we are offering a team with vast experience assisting similar municipalities and working knowledge of the Kansas City metro market. Additionally, we can deliver the needs assessment study, concept design, and other support needed to make your new Police Facility a reality. This team is the same team of experts that has successfully planned more than \$200 million in state-of-the-art justice and law enforcement facilities in the last seven years, offering Smithville the benefits outlined below.

TEAM STRENGTH

The proposed TreanorHL team is currently working with a variety of municipalities to develop law enforcement facilities and recently completed the Justice Center for the City of Gardner, Kansas which we are proud to say won a Bronze Law Enforcement Design Award. Because of this experience, we understand the unique concerns and requirements that come along with these specific building types. We understand that the facility in which your officers work can impact their efficiency, attitude, and morale. Chief James Belcher recently stated that his departments "kindness changed" when they moved into their new police facility. Resumes for key team members begin on page 4.

EXCELLENCE IN LAW ENFORCEMENT DESIGN

Our team has been recognized with citations from the AIA Committee on Architecture for Justice, and recently had the Gardner Justice Center showcased as the "Facility of the Month" in Correctional News. These facilities are driven by function and programming and must respond to the varying requirements of the different departments. We focus on how your department will work and how the building should support these operations. We have highlighted relevant examples of our commitment to successful law enforcement projects across the country that are similar to your scope. Relevant project experience begins on page 16.

PARTNER THROUGH THE PROCESS

Our team will work closely with you, the Police Department, and city staff to understand the best solution and location for your Police Department. Through on-site workshops and regular virtual meetings, we will work with you to explore ideas and develop alternatives that meet your needs and requirements. These projects involve a diverse group of stakeholders with numerous concerns and priorities. We want to "put the pencil" in your hand to provide a facility that supports your department. TreanorHL will partner with you and your team through our proven process to build consensus with a low ego approach. Additional information about our approach can be found on page 9.

We have the availability to dedicate time, personnel, and resources throughout the project effort. We hope you will have a chance to see our passion and commitment first-hand by choosing to partner with TreanorHL. We look forward to presenting to your committee and continuing our relationship with the City of Smithville. Please contact me with any questions at 816.581.4030 or apitts@TreanorHL.com.

Respectfully,

Andy Pitts, AIA, OAA, LEED AP BD+C
Principal



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RFQ #21-17 POLICE FACILITY SPACE NEEDS ASSESSMENT & CONCEPTUAL DESIGN
PROPOSAL RESPONSE FORM

I, Andy Pitts, hereby representing
(Agent Submitting RFQ)

TreanorHL, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

TreanorHL
Company Name

1811 Baltimore Avenue
Address

Kansas City, MO 64108
City/State/Zip

816.581.4030
Telephone

481165626
Tax ID No.

Andy Pitts
Authorized Person (Print)

[Signature]
Signature

Principal
Title

7.19.2021
Date

apitts@treanorhl.com
E-Mail Address





Tab A – Statement of Qualifications



KANSAS CITY, MISSOURI NORTH PATROL STATION

TREANORHL

TreanorHL has a small firm attitude with large firm capabilities. Established in 1981, we have grown to 150 architectural, engineering, interior design and support team members in ten locations nationwide.

Since 1999, TreanorHL's Justice studio has been dedicated to the design of justice facilities. We focus exclusively on justice-related projects, supporting agencies as they seek to bring about meaningful social change by creating facilities that support positive transformation.

Our team is uniquely capable of performing the scope of work for this project. TreanorHL team members frequently work on Town, City, or County owned facilities. With extensive knowledge and experience planning and designing law enforcement facilities, jails, and juvenile detention centers. Our team has completed more than 400 justice facilities and in the past 10 years, completed 43 projects for police departments across the country.

175+

Master Plans + Facility Assessments

660+

Projects for Municipalities



GARDNER JUSTICE CENTER

NAME
TreanorHL Inc.

**KANSAS CITY
OFFICE LOCATION**
1811 Baltimore Avenue
Kansas City, MO 64108
816.211.0900

TYPE OF ORGANIZATION
S-Corporation

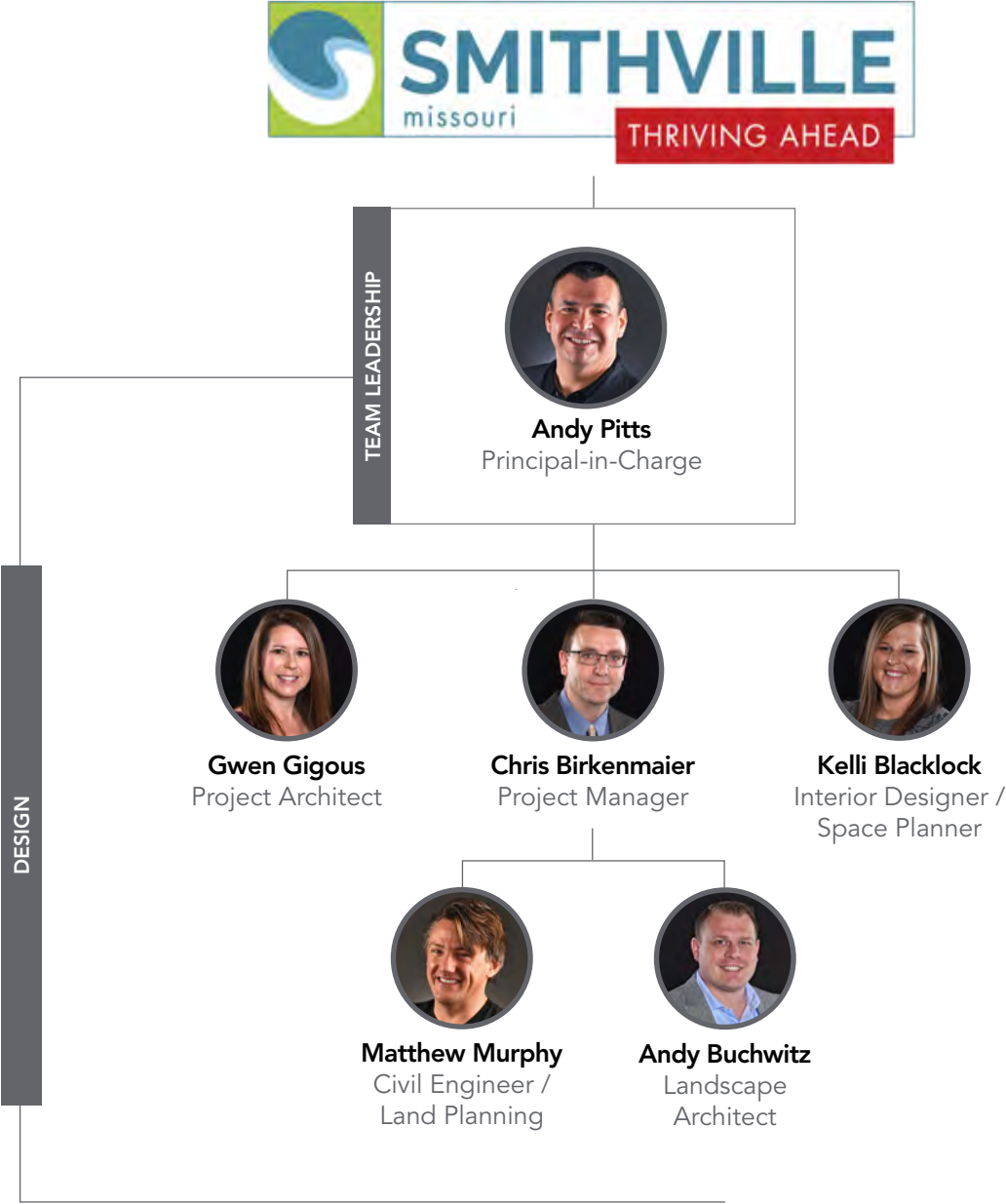
YEARS IN BUSINESS
40 year

PRIMARY CONTACT
Andy Pitts, AIA
Principal
apitts@treanorhl.com
816.581.4030

NUMBER OF EMPLOYEES
150

NUMBER OF LICENSED AGENTS
62 – Licensed Architects
5 – Interior Designers
1 – Civil Engineer
1 – Landscape Architect
1 – Electrical Engineer
1 – Structural Engineer

Organizational Chart



Roles & Responsibilities

Name/Role	Responsibilities	Primary Location
Andy Pitts Principal-in-Charge	Primary client contact, contract negotiation and compliance, allocation of resources, planning and design leadership	Kansas City, MO
Chris Birkenmaier Project Manager	Day-to-day client contact, manage schedule and budget, coordinate team meetings, provide planning and design direction	Kansas City, MO
Gwen Gigous Project Architect	Planning and design support	Kansas City, MO
Kelli Blacklock Interior Designer / Space Planner	Interior planning, space planning, design, furniture and finishing selection	Dallas, TX
Matt Murphy Civil Engineer / Land Planning	Civil evaluation, site selection evaluation, planning and design	Lawrence, KS
Andy Buchwitz Landscape Architect	Landscape planning and design	Lawrence, KS



ANDY PITTS AIA, OAA, LEED AP BD+C

PRINCIPAL-IN-CHARGE

For over 20 years, Andy has been involved extensively with managing civic related projects for cities and counties. He brings experience, knowledge and lessons learned from each project to your facility as well as leadership and communication skills, ensuring that each design decision is in line with project scope and desired outcomes. His expertise is in providing viable options that meet the specific needs of each client and exceeds the standards of the industry. Andy provides best practices and shares trends so his clients can make informed decisions about their facilities.

PRIMARY LOCATION

Kansas City, MO

YEARS OF EXPERIENCE

27 Years

EDUCATION

Master of Architectural Management
Bachelor of Architecture
University of Kansas

REGISTRATIONS

Licensed Professional Architect:
Missouri (2006014126) + 14 states

AFFILIATIONS

American Institute of Architects
Academy of Architecture for Justice
U.S. Green Building Council
National Council of Architectural
Registration Boards

PUBLICATIONS & PRESENTATIONS

"7 Ways the Face of Juvenile Justice is
Changing"

"Reducing Recidivism: The Future of
Mental Health and Our Correctional
Systems"

RELEVANT PROJECT EXPERIENCE

Gardner Justice Center
Gardner, Kansas

Kansas City Police North Patrol Station
Kansas City, Missouri

City of Jackson Public Safety Building
Jackson, Missouri

City of Delta Law Enforcement Needs
Assessment & Master Plan
Delta, Colorado

Blue Springs Public Safety Building
Blue Springs, Missouri

West Richland Police Station
West Richland, Washington

Independence City Hall Feasibility Study &
Master Plan
Independence, Kansas

Jefferson County Sheriff's Office Study
Jefferson County, Missouri

Platte County Law Enforcement Center &
Detention Center Assessment
Platte City, Missouri

Lee's Summit Police Department & Training
Facility
Lee's Summit, Missouri

Greene County Sheriff's Office & Detention
Center
Springfield, Missouri

Christian County Justice Center Needs
Assessment & Master Plan
Ozark, Missouri

Johnson County Sheriff's Office, Jail Addition
& Renovation
Holden, Missouri





CHRIS BIRKENMAIER AIA
PROJECT MANAGER

Chris brings more than 20 years of experience in the architectural/engineering industry and more than 15 of those years have been spent exclusively working on justice projects. He has an abundance of knowledge, acquired through hands-on experience designing jails, police stations and justice centers that serves clients well as they embark on justice projects.

PRIMARY LOCATION
Kansas City, MO

YEARS OF EXPERIENCE
26 Years

EDUCATION
Bachelor of Science-Drafting/Design
Architectural Emphasis
Missouri State University

REGISTRATIONS
Licensed Professional Architect: Missouri
(2010021429)

AFFILIATIONS
American Institute of Architects

*Completed previous to TreanorHL

RELEVANT PROJECT EXPERIENCE

Gardner Justice Center
Gardner, Kansas

City of Jackson Public Safety Building
Jackson, Missouri

City of Delta Law Enforcement Needs
Assessment & Master Plan
Delta, Colorado

Independence City Hall Feasibility Study &
Master Plan
Independence, Kansas

Greene County Sheriff's Office & Detention
Center
Springfield, Missouri

Lee's Summit Police Department & Training
Facility
Lee's Summit, Missouri

Cape Girardeau County Courthouse
Cape Girardeau, Missouri

Grandview Firing Range/Training Facility
Grandview, Missouri

Olathe Public Safety Facility*
Olathe, Kansas

Kansas City Police Department South Patrol
Station*
Kansas City, Missouri

Leawood Justice Center, Police & Courts*
Leawood, Kansas

Gardner Public Safety Station No. 2*
Gardner, Kansas

Merriam Police Master Plan*
Merriam, Kansas

Spring Hill City Hall & Police*
Spring Hill, Kansas

Sanders Justice Center Addition*
Overland Park, Kansas





GWEN GIGOUS AIA
PROJECT ARCHITECT

With 17 years of design experience, Gwen focuses on law enforcement and detention facilities. She has participated in the design of 28 justice facility projects and served as project manager for 12 since joining TreanorHL in 2013. Gwen has managed design teams ranging from large, complex teams with upwards of 10 engineering and specialty consultants to small teams comprised of just TreanorHL staff. Gwen’s recent project management experience includes the Kansas City Police North Patrol Station, Moffat County Courthouse, and Wyandotte County Juvenile Justice Center.

PRIMARY LOCATION
Kansas City, MO

YEARS OF EXPERIENCE
18 Years

EDUCATION
Bachelor of Architecture
University of Kansas

REGISTRATIONS
Licensed Professional Architect:
Kansas

AFFILIATIONS
American Institute of Architects

RELEVANT PROJECT EXPERIENCE

- | | |
|--|--|
| Gardner Justice Center
Gardner, Kansas | Jefferson County Courthouse and Justice Center Master Plan
Jefferson County, Missouri |
| Kansas City Police North Patrol Station
Kansas City, Missouri | Christian County Justice Center Needs Assessment & Master Plan
Ozark, Missouri |
| City of Jackson Public Safety Building
Jackson, Missouri | Ellis County Law Enforcement & Courts Needs Assessment & Expansion
Hays, Kansas |
| Blue Springs Public Safety Building
Blue Springs, Missouri | Adams County Community Corrections Center
Commerce City, Colorado |
| West Richland Police Station
West Richland, Washington | Johnson County Courthouse
Olathe, Kansas |
| Greene County Sheriff’s Office & Detention Center
Springfield, Missouri | Jasper County Juvenile Services Center
Joplin, Missouri |
| Wyandotte County Juvenile Justice Center
Kansas City, Kansas | |
| Moffat County Courthouse Feasibility Study
Craig, Colorado | |





KELLI BLACKLOCK RID, IIDA, NCIDQ
INTERIOR DESIGNER / SPACE PLANNER

Kelli is a designer that guides the practice of interior design for various municipal projects. She approaches her project work with a commitment to listening, learning and a clear understanding of project vision and goals. With 7 years of experience, she is an integral team member on project teams to provide well thought-out design solutions delivered with curated contract documents. Kelli is a successful collaborator and has built her expertise within our justice and higher education sector projects and teams.

PRIMARY LOCATION
Dallas, TX

YEARS OF EXPERIENCE
7 Years

EDUCATION
Bachelor of Fine Arts
Environmental/Interior Design
University of Kansas
Master of Arts in Architecture
Architectural Management
University of Kansas

REGISTRATIONS
Licensed Professional Architect: Missouri
(2010021429)

AFFILIATIONS
NCIDQ #363303
Registered Interior Designer: Texas

RELEVANT PROJECT EXPERIENCE

- | | |
|--|---|
| Blue Springs Public Safety Building
Blue Springs, Missouri | Saline County Jail
Salina, Kansas |
| City of Delta Law Enforcement Needs
Assessment & Master Plan
Delta, Colorado | Jasper County Juvenile Justice Facility
Joplin, Missouri |
| Greene County Sheriff's Office & Detention
Center
Springfield, Missouri | CDOC Fremont Correctional Facility
Fremont, Colorado |
| Sullivan County Justice Center
Programming and Needs Assessment
Blountville, Tennessee | Adams County Community
Corrections Center
Commerce City, Colorado |
| Jasper County Courthouse & Jail
Joplin, Missouri | Moffat County Courthouse
Craig, Colorado |
| Thomas County Justice Center
Colby, Kansas | Nemaha County Jail
Seneca, Kansas |
| Ellis County Law Enforcement
& Courts Needs Assessment & Expansion
Hays, Kansas | Reno County Correctional Facility
Hutchinson, Kansas |





MATTHEW L. MURPHY ^{PE} CIVIL ENGINEER / LAND PLANNING

Understanding your site is essential. Matt identifies the nuances of a site before architectural design to help the project team take advantage of the opportunities it offers and limit the cost impact of its constraints.

PRIMARY LOCATION

Lawrence, KS

YEARS OF EXPERIENCE

22 Years

EDUCATION

Bachelor of Science
Texas A&M University

REGISTRATIONS

Licensed Professional Engineer:
Missouri (PE 2007006026) +
17 other states

CERTIFICATIONS

National Council of Examiners
for Engineering and Surveying
HAZWOPper 40-Hour
Certification

RELEVANT PROJECT EXPERIENCE

Gardner Justice Center
Gardner, Kansas

West Richland Police Station
West Richland, Washington

City of Delta Law Enforcement Needs Assessment &
Master Plan
Delta, Colorado

Blue Springs Public Safety Building
Blue Springs, Missouri

Greene County Sheriff's Office & Detention Center
Springfield, Missouri

Olathe Adult Detention Center
Olathe, Kansas

Douglas County, KS Jail Re-Entry Study and
Jail Expansion
Lawrence, Kansas

Independence City Hall Master Plan
Independence, Missouri

Paulding County Jail and Law Enforcement Center
Dallas, Georgia



ANDY BUCHWITZ ^{PLA} LANDSCAPE ARCHITECT

Going beyond designing for functionality and aesthetics, Andy designs outdoor settings to achieve a balance between the built and natural environments. He works to provide designs that minimize environmental impact by integrating landscapes with the natural processes of the site.

PRIMARY LOCATION

Lawrence, KS

YEARS OF EXPERIENCE

18 Years

EDUCATION

Bachelor of Landscape
Architecture &
Bachelor of Science
Environmental Design
North Dakota State University

REGISTRATIONS

Professional Landscape
Architect Missouri
(PLA2015009151) + 4 states

RELEVANT PROJECT EXPERIENCE

Gardner Justice Center
Gardner, Kansas

City of Delta Law Enforcement Needs Assessment
& Master Plan
Delta, Colorado

West Richland Police Station Schematic Site Design
West Richland, Washington

Johnson County Courthouse
Olathe, Kansas

Greene County Sheriff's Office & Detention Center
Springfield, Missouri

Saline County Jail Referendum Site Selection
Saline County, Kansas

Ellis County Law Enforcement and Courts Needs
Assessment and Expansion
Hays, Kansas

Thomas County Justice Center
Colby, Kansas



Tab B – Responses to Questions

Understanding of the Scope of Services

ABILITY TO PERFORM ALL ASPECTS OF THE PROJECT



1. A DEDICATED TEAM
Our team works solely on justice projects and have recent experience in the design of law enforcement buildings. Their experience includes working with a variety of diverse stakeholders to deliver a facility that meets your department’s needs. All team members have current or recent law enforcement projects and bring this experience to your project. They also bring an extensive background in existing facility and needs assessments for public agencies.



2. THE BUILDING IMPLIES A COMMUNITY
An effective police department evolves to meet the changing needs and demands of the Smithville community. Unfortunately, many departments are using facilities that were not purposely designed and have become inadequate for actual departmental functions. Typically most municipalities will only design and build a new police facility every 50 years and few know the challenge of planning, designing, and constructing a new police facility; a task that can be both frustrating and expensive if your design team lacks this knowledge.

Essential to a successful design is an understanding of the program and correctly programming spaces that align with your vision. There is a synergy between the programming of a building and the design of the space. Your building should be organized in program zones that reinforce the individual requirements of your different departments.

This project has multiple opportunities and challenges and will not be successful with a typical “off the shelf” solution. Much like your police department, our team will work together with your leadership, officers, other city departments and staff, and the community in “striving for excellence” for your facility. With this cultural baseline and alignment, we will facilitate a process to explore needs, solutions, and priorities to maximize the potential and impact of this project. The key to project management is managing the decision-making process - both the timeliness and quality of those decisions.



3. UNDERSTANDING + DEFINING THE SMITHVILLE POLICE DEPARTMENT’S GOALS
The first step is understanding the Smithville Police Department’s goals and challenges. The law enforcement facilities we create for our clients are programmatically and aesthetically diverse. Our design for one department would never work for another, nor should it. This differentiation stems from understanding the unique needs and goals of each community we work with.

4. INFORMATION COLLECTION + INTEGRATION
Our team will work with the Smithville Police Department and your stakeholders to determine the drivers, goals, and objectives for your facility. To develop the goals and objectives, we will collaborate with key stakeholders, utilizing a combination of workshops, formal group meetings, small group meetings, individual interviews, site tours, and surveys. This will begin to inform the process and lend a more tailored understanding of the department’s conditions, issues, and goals.

Following the receipt of this data, the team will begin the document review process – identifying similarities, differences, and gaps in information to better understand current conditions and utilization. The very best design work comes from a partnership and collaborative energy that highlights the community and the department’s visions. We look forward to uncovering those “Big Ideas” that will become the framework of this important facility.

5. THE PROCESS IS THE PRODUCT

One of the keys to a successful project is not only the building that will be built but the process that leads to that design. We pride ourselves on an interactive design process, based on collaboration that builds consensus. Obviously, over this past year and a half this process has evolved.

During the last year, we have conducted numerous on-line virtual interviews, programming workshops, design charrettes, and public meetings. We continue to refine the process and expand our capabilities; we have had great success in interacting with clients virtually. While there is no substitute for in-person work sessions we can adapt as the conditions require.

6. CRITICAL PROGRAMMING ELEMENTS

This team intimately understands law enforcement facilities and their operations. We have fine-tuned our way of thinking to be keenly aware of the complex operational issues faced within a law enforcement center. Your facilities inherently have basic program and space approaches. Most departments have similar program elements, but how they operate will be specific to your department. A properly designed building will maximize the space while enhancing the efficiency of the operation.

Modern law enforcement continually places new demands on police departments to train their officers to meet today's growing needs and demands. Architecture for law enforcement, when approached properly, is a powerful tool for police agencies to use to reduce crime, enhance the overall quality of life for their communities, and recruit/retain the very best staff. Our team will bring an understanding of police, evidence, investigations, holding and administrative space on how they must function. We will ask staff members to think beyond how they currently operate, focusing on how they should operate if not for the current deficiencies. An understanding of operations unique to you, combined with an understanding of traditional facility needs and future trends, allows for a better-designed facility.



Public Lobby

It is a delicate balance between providing an open and inviting lobby and public counter while maintaining a safe and secure facility for staff. The majority of law enforcement centers are not able to staff a security station to screen all persons entering the facility. This creates a potential unknown threat or concern for the front-line staff that interact with the public daily. Developing an open and comfortable reception area that also is designed to provide a physical barrier between the two parties is critical in today's law enforcement centers.

Evidence and Property

A growing and challenging area of the facility, it begins with location; this area must be convenient for officers as they enter the facility. The officer evidence processing area requires specific design attention to allow for a variety of items to be reviewed, "bagged and tagged." The evidence technician area deserves as much consideration in its design. The seamless flow of evidence is critical to ensure the chain of custody.

Investigations

A critical success area in the investigations area are the interview rooms. The proper location in the facility can influence, both positively and negatively, an investigation. The layout, construction, and materials used also can influence an investigation.

Patrol

Simple amenities provided in the patrol area can provide efficiencies in the job, assist in police efforts, and help recruit and retain officers. Providing the appropriate patrol lockers in the locker room, adding duty bag lockers near the entry, knowing where to locate report writing stations, and correct placement of a break room are all critical elements to consider.

Work Plan and Approach

We have developed the following work plan based upon our understanding of your scope of work described in the RFP and communicated during our site visits. We welcome the opportunity to more specifically apply or modify this approach with input from you, the stakeholders, and the community.

TASK 1 EVALUATION OF CURRENT CONDITIONS AND SPACE NEEDS ASSESSMENT

Modern law enforcement throughout the United States continues to evolve to meet the changing needs of our communities. The focus on its relationship and connection to the community continues to be a prime focus of many agencies and it is evident the passion the Smithville Police Department has for its home.

As your community continues to grow it will place a strain on existing facilities. Police departments do not grow by adding a department and a new “wing” to your building. Departments grow organically- a few new patrol officers, an additional detective, more support and administrative staff, and a lot more found property, evidence, and records. Unfortunately, many departments are using facilities that are overcrowded and outdated.

Our team has extensive experience working with law enforcement departments across the country and understand how a building should respond to a desired mission and vision. We have fine-tuned our way of thinking to be keenly aware of the complex operational issues faced within a law enforcement center.

Law enforcement facilities inherently have basic program and space approaches. Most departments have similar program elements, but how they operate is specific to your department. This is even more critical in smaller departments to allow you to maximize function in the facility.

In short, our approach to integrating multiple sources of information is both iterative and immersive. It begins with a stakeholder kick-off meeting with key project personnel. Our design team will work with your stakeholders to understand “how they work” to best apply the program to the design. We will distribute surveys to each of the departments to capture staffing levels, workflow, deficiencies with existing spaces and perceived gaps in space to accomplish their tasks.

The deliverables for this task will include:

- Local demographics and background information
- Staffing projections for 5, 10, 15 and 20 years
- Program of spaces, comparing existing to future space projections
- Parking and site requirements, and
- Preliminary blocking and stacking diagram illustrating the desired program spaces

Copies of Similar Client Studies / Needs Assessments

TreanorHL has provided secure copies of previous studies and needs assessments for similar clients on the USB provided. We cannot share printed copies because they are the proprietary of each specific client.



TASK 2 EVALUATION OF PLAN AND SITE OPTIONS

The IACP, in its Police Facilities Planning Guidelines, says that “careful consideration must be given to the [...] potential facility site. [...] There are many essential components of site evaluation.” This is an extremely important statement and they provide a list of key criteria that should be considered.

There are two distinct groups that will access the site on a daily basis – the public and staff. Each has a distinct set of requirements and priorities. Each requires its own traffic pattern and access to and from the site. Each must be addressed and considered with each of the site options and specific site diagrams developed. We have in-house experts who specialize in the land planning of secure law enforcement facilities. Together our team will provide a detailed review of the site and provide a checklist of the site criteria, but also test fit the building, parking, and access drives.

The evaluation of the site should go beyond if the building and parking lot will fit. A properly developed site and the building will also support the operations of the department. The site must respond to the daily requirements of a police officer to complete their job but also support the individual in a different manner. The stresses placed on a law enforcement officer can test anyone let alone a person trained to respond in stressful situations. The environment in which they work on a daily basis can help alleviate some of this stress if properly designed.

Brain science research is consistently confirming what humans have intuitively always known: spending time in nature is vital to health, healing and calming the mind. This can be accomplished in a variety of solutions from providing views to the exterior to providing outdoor spaces that are safe and secure for an officer to take moment and relax.

We will develop measurable items that will allow the team to easily identify the positive and negative traits the site and criteria that are easily explained and defensible.

The deliverables for this task will include:

- Develop site criteria
- Local demographics and background information
- Staffing projections for 10, 20, and 30 years
- Program of spaces, comparing existing to future space projections
- Parking and site requirements, and
- Preliminary blocking and stacking diagram illustrating the desired program spaces



TASK 3 OPINION OF PROBABLE COSTS – ANTICIPATED BUDGETS

Regardless of the best-laid plans, the discussion quickly leads to “How much will it cost?”

Our team uses both internal cost models and history, as well as outside consultants to help ensure accurate estimates, escalation factors and appropriate contingencies. The goal of evaluating costs is to determine the most appropriate plan based on needs and financial considerations.

TreanorHL has a successful history of meeting challenging schedules and budget objectives of its clients. Cost control starts with functional programming and continues throughout all project phases. Every decision that we make together during programming has a relationship to construction costs, life cycle costs, or both. We realize every decision must add value for your City today and in the future.

To achieve a project that stays on the budget we will:

- Clearly define requirements
- Assign accountability
- Carefully monitor change requests, including consultant costs

Public entities are conscious of not only the construction costs (first costs) of a project but also the life cycle costs. Selecting equipment and systems that will reduce energy usage or maintenance costs are becoming more important during the design process. All our recent municipal projects have considered the first costs and life cycle costs as we select many of the products that will be installed

The deliverables for this task will include:

- Detail construction costs
- Develop “soft” costs

“**Andy Pitts and the team at TreanorHL have done an outstanding job on our project. They led an inclusive, collaborative process to identify the needs of the police department and the municipal court to design us a first-class facility.**”

James Pruetting, City Administrator
City of Gardner, Kansas





TASK 4 ANTICIPATED SCHEDULE AND PHASING

The success of your study is only as good as the implementation plan moving from concept to occupancy. The schedule may also have a direct impact on costs of a project. Together with input from staff, we will develop a project schedule for the concept. This will include design, planning and zoning process, construction, furniture procurement, moving, and occupancy.

A graphic schedule will be developed per the above for each of the design concepts. This will include any potential phasing, site acquisition, off-site development, or other critical scope items.

TASK 5 FORMAL PRESENTATION

Effective communication is required for a truly integrated process. We will continually communicate with the City of Smithville and manage our team to ensure that we are coming up with innovative solutions and pushing each other to best possible design outcomes.

This will culminate with a formal presentation with the Board of Alderman. A critical component of this process is the ability to illustrate the potential solutions to your elected officials and the community. While we, as architects, understand a site plan or floor plan, the ability to three-dimensionally illustrate the potential solutions will allow staff, elected officials, and your community to better understand the plan and vision. From site renderings to a conceptual fly-around our team has worked with our partners to develop a variety of solutions to meet your specific project needs.

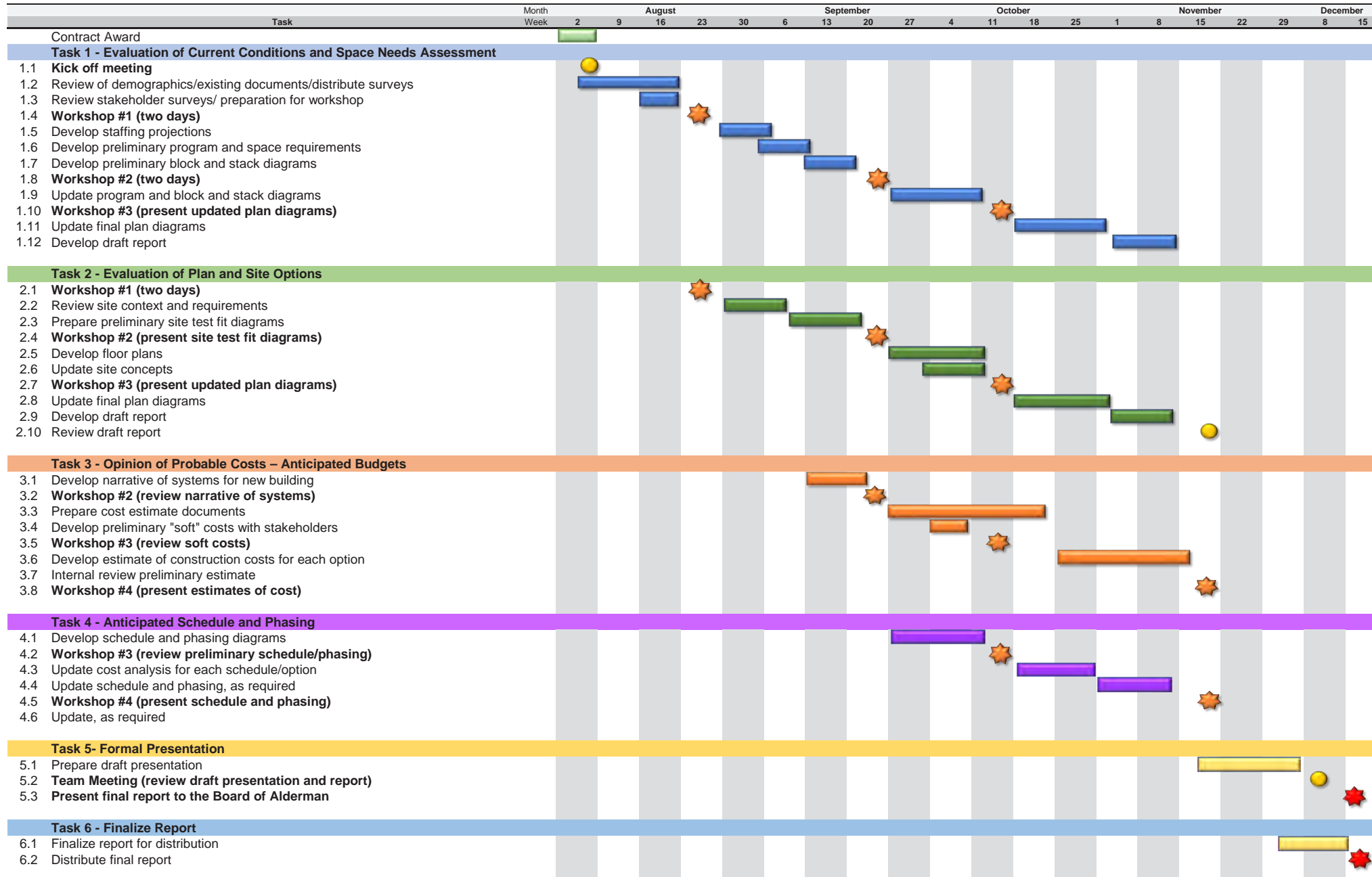
TASK 6 FINALIZE REPORT

Every community is different! Values, demographics, issues, and resources are different in each community we work and your Police Department must reflect them. This team will move beyond the building spaces and begin to investigate how the spaces have an effect on your staff, their operations, and the public.

We will conclude this scope of services with a report that will clearly illustrate the existing conditions, define the problem, and outline the potential solutions and road map to success. Our goal is for your public buildings and civic spaces to be a reflection of your community. Your police department will create a lasting impact on the City and the staff that work there every day.

Schedule

City of Smithville, Missouri
Police Facility Space Needs Assessment & Conceptual Design



Jean's
FLOWER SHOP

gifts • antiques • furniture

816-532-4757

Tab C – Project Experience / References

Nellie's Sweet Shoppe
FUDGE
ICE CREAM - CANDY

SMITHVILLE
AR
SINCE 1881

HISTORIC
TOWN OF
Smithville

STOP

GARDNER JUSTICE CENTER

Gardner, Kansas



TreanorHL was hired to conduct a complete review of the existing facility, growth projections, program development and site selection prior to the city pursuing a city-wide sales tax referendum. After a successful referendum, TreanorHL began design work on the new 32,000 GSF facility. The project includes the police department and municipal court. A hardened multi-purpose room will double as a community room, training for the department, and an Emergency Operations Center.

The facility is designed for 20 years of department growth. The program includes administration, records, court clerk, investigations, patrol, detention and evidence and property. Organic growth for each department has been included in the program. The site has been designed to separate public parking and staff parking to provide a separate, secure area for the police department staff to park. A public entry plaza that utilizes landscape and low seat walls as vehicle protection, has been incorporated adjacent to the main entry.

"I have been here almost 22 years and I can tell you that the second we moved into this facility, our kindness changed. We have a professional building that we can be proud of and our officers recognize the opportunity that we changed. Morale is very high and the facility has played a major role. We actually had a problem when we first moved in getting officers to leave the building to go do their patrol."

- James Belcher, Chief of Police



SIZE: 32,000 SF

CONSTRUCTION COST:
\$12.5 M, \$13.4 M Project

DELIVERY METHOD:
CM at Risk

COMPLETION:
Design: June 2018
Construction: July 2019

SERVICES PROVIDED:
Needs Assessment, Growth Projections, Site Selection, Funding Assistance, Architect of Record, Design and Engineering Full Services

REFERENCE:
James Belcher
Chief of Police
440 E Main Street
Gardner, KS 66030
jbelcher@gardnerkansas.gov
913.856.7312

- RELEVANCE TO SMITHVILLE**
- Police department
 - Municipal facility
 - Facility built as result of the facilities assessments
 - Greater KC-Metro Area

KANSAS CITY POLICE NORTH PATROL STATION

Kansas City, Missouri



This project included programming and design of the Kansas City Police Department North Patrol Station to replace an over-crowded and outdated station. Designed for 124 personnel, the facility provides a secure detention and holding area, public lobby and community room, offices for administration, investigations, and patrol officers, support spaces, and fitness room and locker rooms.

The building is located adjacent to the Kansas City International Airport and fronts a major highway. It was sited to be visible from this highway from both directions and fit into the natural landscape of the area. Sustainable features were incorporated throughout the design process to meet with the goals of Kansas City, designed to LEED Gold standards.

HIGH PERFORMANCE DESIGN PRINCIPLES:
The North Patrol Station includes a super insulated exterior wall with rain screen exterior materials. The wall and roof assemblies were designed to exceed the requirements of the building code. The building was orientated to maximize summer and winter sun patterns and, where required, additional sun shading was provided. A majority of the occupied spaces, including the patrol locker rooms, provides natural light and or views to the exterior.

SIZE: 25,468 SF
CONSTRUCTION COST: \$10.9 M
DELIVERY METHOD: Design-Bid-Build
COMPLETION: Spring 2017
SERVICES PROVIDED: Programming, Architect of Record, Design and Engineering Full Services
REFERENCE: Deputy Chief Sharon Laningham 1125 Locust Kansas City, MO 64106 Sharon.Laningham@kcpd.org 816.234.5000

- RELEVANCE TO SMITHVILLE**
- Police department
 - Municipal facility
 - Greater KC-Metro Area

CITY OF JACKSON PUBLIC SAFETY BUILDING

Jackson, Missouri



The design-build team of TreanorHL + Penzel Construction designed this facility to respect the importance of law enforcement and make effective use of tax-payers' resources. Highlights of the concept include: circulation and program organization, a community/training room, and program suites intentionally organized to create better interaction among specific staff, share support functions and control noise and access for specific areas. Critical programming elements included in this project are the multi-purpose community/training room (designed as a safe room), intake and holding, evidence and property, investigations, and patrol.

"This facility will provide our department enhanced security, improved safety and a lot more space. Everything is just top of the line, state-of-the-art. This building is made for our needs 30 to 40 years down the road. We will have no problems with growth now."

- James Humphreys, Jackson Police Chief

SIZE: 18,300 SF

CONSTRUCTION COST:
\$6.5 M

DELIVERY METHOD:
Design-Build

COMPLETION:
March 2020

SERVICES PROVIDED:
Architect of Record, Design and Engineering Full Services

REFERENCE:
James Humphreys
Chief of Police
City of Jackson
525 S Hope
Jackson, MO 63755
jhumphreys@jacksonpd.org
573.243.3151

RELEVANCE TO SMITHVILLE

- Police department
- Municipal facility
- Similar sized community and department

CITY OF DELTA POLICE NEEDS ASSESSMENT

Delta, Colorado



The City of Delta, Colorado recently awarded TreanorHL the Police Needs Assessment project for their City. TreanorHL is conducting a study for the Delta Police Department that evaluates current and future space needs and examines alternative locations. Ultimately, TreanorHL will make a location recommendation and produce a concept design for their new facility. This project was awarded straight from the proposal (no interview process).

This project is awaiting funding.

SIZE: 19,300 SF

CONSTRUCTION COST:
Est. \$7.9 M

COMPLETION:
2021

SERVICES PROVIDED:
Needs assessment, Site
Evaluation

REFERENCE:
Chief Luke Fedler
City of Delta Police
360 Main Street
Delta, CO 81416
luke@cityofdeltanet.net
970.874.7676



RELEVANCE TO SMITHVILLE

- Needs assessment
- Police department
- Municipal facility
- Similar sized community and department

WEST RICHLAND POLICE STATION

West Richland, Washington



The project is a 23,000 square foot new law enforcement center for the city of West Richland. The public lobby opens up to records, police administration, and a community room for the public and staff training. The project includes investigations, evidence processing, patrol, and staff courtyard. Staff locker rooms are right sized for law enforcement and include individual staff lockers. A fitness room will be incorporated for law enforcement staff and include a separate secure entry for city staff.

The building will be built on an approximate 5 acre site with access to public parking and secure access for staff parking. The project budget is \$12.5M which includes evidence equipment, furniture, site and construction for the new building.



- SIZE:**23,000 SF
- CONSTRUCTION COST:**
\$12.5 M
- DELIVERY METHOD:**
Design-Build
- COMPLETION:**
Est. Fall 2021
- SERVICES PROVIDED:**
Law Enforcement Architect,
Civil Engineering, Landscape
Architecture
- REFERENCE:**
Roscoe Slade
City of West Richland
Public Works Director
3100 Belmont Boulevard
West Richland, WA 99353
roscoe@westrichland.org
509.967.5434

- RELEVANCE TO SMITHVILLE**
- Police department
 - Municipal facility

BLUE SPRINGS PUBLIC SAFETY FACILITY EXPANSION & IMPROVEMENTS

Blue Springs, Missouri



Prior to the beginning of this project, the Blue Springs Public Safety department resided in an outdated building. Amenities for the officers were scarce, space was cramped and it was not welcoming to the community. The City of Blue Springs understood that a successful building would have to provide more public use for the community. They knew that to strengthen the identity of this building as a civic and public building, they would need to combine functions within its wall.

The project combined the renovation of the existing 22,000 sf building with a 50,000SF addition. The project is centered around a two-story open public lobby that provides access to public access areas for police records, municipal court clerk, and other public services. The project includes a new municipal courtroom which also serves as the City Council chambers, a community room, increased and improved areas to serve the police functions, and updating the facility to 21st century standards, including increased office space, larger locker rooms, fitness room, evidence processing labs and storage, and a common break area to promote interaction between building occupants. After exploring many different options, an exterior design was developed and chosen that compliments the existing downtown Main Street of Blue Springs along with the context of the existing building. An outdoor public plaza was created to enhance the entry for its users.

SIZE: Addition: 50,000 SF
Renovation: 22,000 SF

CONSTRUCTION COST:
\$22 M

DELIVERY METHOD:
Construction Manager at Risk

COMPLETION:
December 2015

SERVICES PROVIDED:
Architect of Record, Design
and Engineering Full Services

REFERENCE:
Dennis Dovel
Director of Parks and
Recreation
903 West Main Street
Blue Springs, MO 64015
ddovel@bluespringsgov.com
816.228.0110

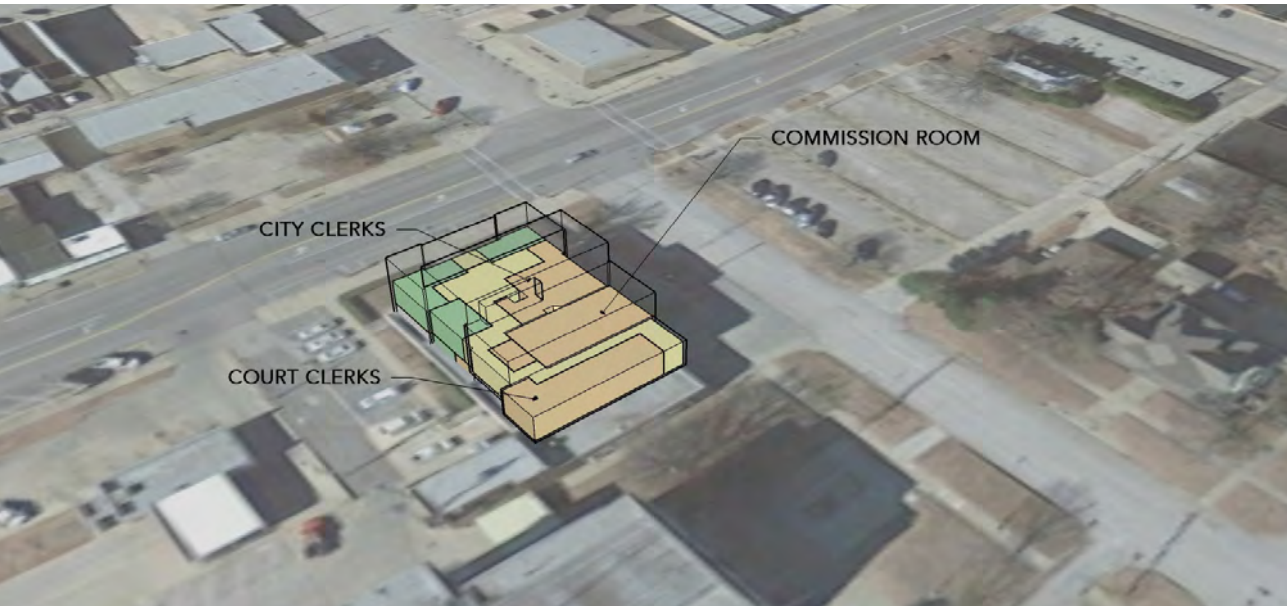
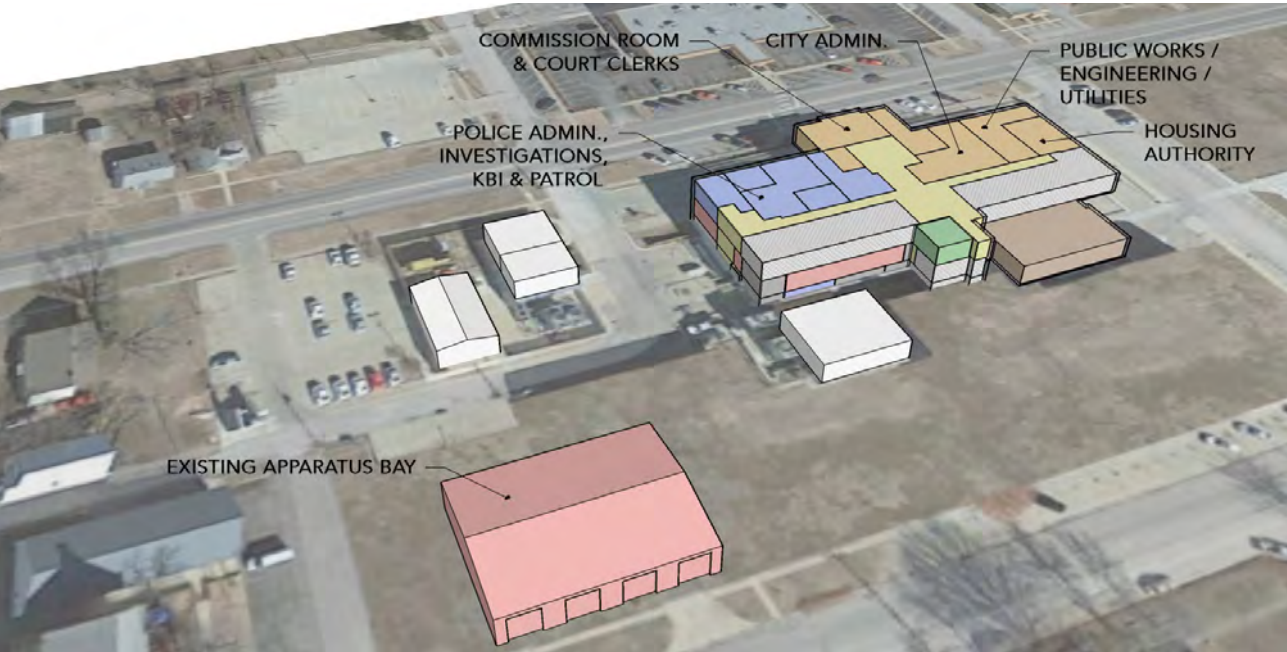


RELEVANCE TO SMITHVILLE

- Police department
- Municipal facility
- Greater KC-Metro Area

INDEPENDENCE CITY HALL FEASIBILITY STUDY & MASTER PLAN

Independence, Kansas



TreanorHL was hired to complete a Feasibility Study and Master Plan for the City of Independence, Kansas. In the summer of 2016, the City was forced to move out of their 1961 City Hall due to moisture problems and environmental concerns. The city departments and public safety department moved into the former hospital building which had been donated to the city earlier that year. The City hired TreanorHL to review the two facilities and their conditions, develop a program of spaces and present concepts to locate the city at either location.

TreanorHL worked with a Steering Committee appointed by the commission to review the conditions, possible concepts, costs of the projects and “pros and cons” with each scenario. The objective was for the team to present a recommendation to the commission for their consideration and action. In addition, TreanorHL completed a historic structure assessment on the 1916 City Hall to identify the potential opportunities should this facility be renovated.

SIZE: 49,000 SF

CONSTRUCTION COST:
n/a

COMPLETION:
2017

SERVICES PROVIDED:
Feasibility Study, Master Plan,
Historic Structure Assessment

REFERENCE:
Kelly Passauer
City Manager
811 West Laurel Street
Independence, KS 67301
KellyP@IndependenceKs.gov
620.332.2506

RELEVANCE TO SMITHVILLE

- Feasibility Study
- Municipal facility



Contact:

Andy Pitts


Principal

apitts@treanorhl.com

816.581.4030



TREANORHL

The background image shows a red brick building on the left with a small bird sculpture on the roof. To the right is a white gazebo with a green metal roof and wooden benches inside. The scene is outdoors with green bushes and a clear blue sky.

Tab D – Explanation of Compensation

Explanation of Cost

City of Smithville, Missouri
Police Facility Space Needs Assessment & Conceptual Design

Task	Total Hours	Sub-Total
Task 1 - Evaluation of Current Conditions and Space Needs Assessment	165	\$ 23,875.00
1.1 Kick off meeting		
1.2 Review of demographics/existing documents/distribute surveys		
1.3 Review stakeholder surveys/ preparation for workshop		
1.4 Workshop #1 (two days)		
1.5 Develop staffing projections		
1.6 Develop preliminary program and space requirements		
1.7 Develop preliminary block and stack diagrams		
1.8 Workshop #2 (two days)		
1.9 Update program and block and stack diagrams		
1.10 Workshop #3 (present updated plan diagrams)		
1.11 Update final plan diagrams		
1.12 Develop draft report		
Task 2 - Evaluation of Plan and Site Options	101	\$ 13,575.00
2.1 Workshop #1 (two days)		
2.2 Review site context and requirements		
2.3 Prepare preliminary site test fit diagrams		
2.4 Workshop #2 (present site test fit diagrams)		
2.5 Develop floor plans		
2.6 Update site concepts		
2.7 Workshop #3 (present updated plan diagrams)		
2.8 Update final plan diagrams		
2.9 Develop draft report		
2.10 Review draft report		
Task 3 - Opinion of Probable Costs – Anticipated Budgets	54	\$ 6,787.50
3.1 Develop narrative of systems for new building		
3.2 Workshop #2 (review narrative of systems)		
3.3 Prepare cost estimate documents		
3.4 Develop preliminary "soft" costs with stakeholders		
3.5 Workshop #3 (review soft costs)		
3.6 Develop estimate of construction costs for each option		
3.7 Internal review preliminary estimate		
3.8 Workshop #4 (present estimates of cost)		
Task 4 - Anticipated Schedule and Phasing	16	\$ 2,262.50
4.1 Develop schedule and phasing diagrams		
4.2 Workshop #3 (review preliminary schedule/phasing)		
4.3 Update cost analysis for each schedule/option		
4.4 Update schedule and phasing, as required		
4.5 Workshop #4 (present schedule and phasing)		
4.6 Update, as required		
Task 5- Formal Presentation	29	\$ 4,525.00
5.1 Prepare draft presentation		
5.2 Team Meeting (review draft presentation and report)		
5.3 Present final report to the Board of Alderman		
Task 6 - Finalize Report	17	\$ 2,262.50
6.1 Finalize report for distribution		
6.2 Distribute final report		
Total Fee	381	\$ 45,250.00

AGREEMENT

Between

CITY OF SMITHVILLE, MISSOURI

And

TREANORHL, INC.

Attn: ANDY PITTS

1811 Baltimore Avenue

Kansas City, MO 64108

AUGUST 2021

**POLICE FACILITY SPACE NEEDS ASSESSMENT
& CONCEPTUAL DESIGN**

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the CITY OF SMITHVILLE, MISSOURI, (called the "City" or "City" or "Client") and TreanorHL, Inc. (called the "Consultant" or "Architect") on this 7th day of September, 2021.

WITNESSETH:

WHEREAS, the City desires to procure Architectural services pertaining to **POLICE FACILITY SPACE NEEDS ASSESSMENT & CONCEPTUAL DESIGN** and the City is desirous of retaining a consulting Architect for such work; and

WHEREAS, the Architect is qualified by experience and training and is willing to perform the Architectural services necessary to said work;

WHEREAS, the City issued an RFQ for services requested as set forth herein on the 23rd day of June, 2021, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Architect provided a response on the 21st day of July, 2021, a copy of which is attached hereto as **Exhibit B (including Tabs A- D)**, with the qualifications and with the 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 herein and in **Exhibit B**.

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

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibits A and B. The Parties further agree that this Agreement is a memorialization and a supplement to the exhibits 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.

2. GENERAL SCOPE OF THE WORK:

Consultant shall furnish all of the labor and materials and perform all of the work set forth in **Exhibit B**, incorporated in this Agreement, to the same extent and effect as if fully set out herein and the following:

The Police Facility Space Needs Assessment & Conceptual Design shall be conducted in tasks as outlined below. Tasks may overlap and occur concurrent to other tasks.

TASK #1- EVALUATION OF CURRENT CONDITIONS AND SPACE NEEDS ASSESSMENT

This task represents the initial data collection effort and will focus on developing a clear understanding of current operations and gathering historic demographics, workload, and staffing data that will be used to generate projections of growth and space requirements. It will also evaluate the existing conditions of the police facility to allow the project team to have a complete understanding of the conditions of the building to evaluate it into potential solutions. This task will include the following:

1. The architect will conduct a visioning and goals session with the client and stakeholders to document the vision for the city and the police department.
2. The architect will tour and analyze the existing facilities from an operational perspective, observe the current use of the facilities, and interview representatives of the user groups housed in the facility.
3. The architect will facilitate facility tours of area police facilities to help inform the programming and design process.
4. The architect will review the existing building plan documents and develop an existing program of spaces within the buildings. These shall be issued as a baseline comparison as the proposed program options are developed in future tasks.
5. The architect will conduct a space requirements survey to receive input from the current and proposed facility user groups regarding concerns and needs for their present and future work environments. Highlighted facility issues and users' requirements will be incorporated into the facility needs projection and functional space programming in the latter phases of the project.
6. To anticipate future space needs, it is necessary to project staffing requirements and associated program requirements. The population forecast will factor in relevant population trends. Utilizing geographical population data and demographic information from the city and the surrounding broader planning district, historical data, as well as historical staffing data, forecasts of personnel positions will be reviewed. A preliminary range of projections will be developed and translated into physical space requirements (program of spaces). These projections will be prepared for the next 20 years.
7. Based on the forecast of future operations and staffing this task will develop the required space to the long- term space needs. The program will include the net square footage requirements for individual functional spaces with appropriate building grossing factors and departmental circulation factors, based on the projected activities to be accommodated within the space
8. Deliverables to include:
 - a) A synopsis of the stakeholder's goals, priorities, and parameters,
 - b) An evaluation of the existing facility to include deficiencies of the building,
 - c) Staffing projections for the planning period,

- d) A preliminary program of spaces
- e) Parking and site requirements, and
- f) Preliminary blocking and stacking diagram illustrating the desired program spaces.

TASK #2- EVALUATION OF PLAN AND SITE OPTIONS

This task includes the review of the program of spaces and the long-term facility solutions opportunities and will include the following:

1. The architect will review site options and develop a site criteria matrix for review by the city. The matrix will be used to evaluate different sites for future consideration.
2. Concept development options will be prepared for a new facility. These will be tested on the short-listed site locations. Each option will be discussed with the stakeholders and ranked and evaluated based on vision, goals, construction and project costs, location, safety, accessibility, and code compliance requirements. These will be refined and further developed, as required, to the desired concept(s.)
3. The architect team will lead discussions of the building concepts and phasing concepts,
4. Development of a narrative of systems that outlines the level of quality and basis of design criteria to be used for the cost estimate.
5. Deliverables to include:
 - a. An updated program of spaces
 - b. Diagrammatic floor plans and site plans,
 - c. Phasing plans for construction,

TASK #3: OPINION OF PROBABLE COSTS – ANTICIPATED BUDGET

This task includes the development of project costs will include the following:

1. Development of a detailed project estimate of costs to include construction “soft” costs, escalation, and contingency. The development plans will be further refined with conceptual phase cost estimates coupled with implementation schedules for every element of the master plan. The preliminary estimates include:
 - a. Use square footage needs with current and regional cost-per-square foot figures to determine a construction cost index.
 - b. Project (soft) costs to include professional fees, furniture, fixtures, and equipment, site acquisition, geotechnical/site investigations, design, and construction contingency, etc.
 - c. Phasing cost schedule, if needed.
2. Deliverables to include:
 - a. Detailed construction costs
 - b. Develop project “soft” costs

TASK #4: ANTICIPATED SCHEDULE AND PHASING

This task includes the development of a graphic schedule for each of the design concepts. This will include any potential phasing, site acquisition, off-site development, or other critical scope items.

TASK #5: FORMAL PRESENTATION

A formal presentation will be made by the design team to the Board of Alderman. The presentation will provide an overview of the process and the potential solutions. The architect will respond to questions from the Alderman and public as required.

TASK #6: FINALIZE REPORT

The scope of services will conclude with a final report to clearly illustrate the tasks completed during this study. Five (5) bound copies will be provided to the City along with an electronic copy.

3. CONTRACT/AGREEMENT PRICE: City shall pay the Architect for the Services per the following:

TASK #1- EVALUATION OF CURRENT CONDITIONS AND SPACE NEEDS ASSESSMENT	\$23,875.00
TASK #2- EVALUATION OF PLAN AND SITE OPTIONS	\$13,575.00
TASK #3: OPINION OF PROBABLE COSTS – ANTICIPATED BUDGET	\$ 6,787.50
TASK #4: ANTICIPATED SCHEDULE AND PHASING	\$ 2,262.50
TASK #5: FORMAL PRESENTATION	\$ 4,525.00
TASK #6: FINALIZE REPORT	\$ 2,262.50
TOTAL	\$45,250.00

Supplemental or Additional Services may be provided if requested by Client or Architect and approved, in writing, by Client in advance of proceeding with such services. Progress-based payments for all Services shall be made based on monthly invoices from Architect, and Client shall make payment in full thereon within thirty (30) days after presentation of invoices.

In addition, as set forth herein, Architect shall be reimbursed for the cost of customary reimbursable expenses incurred in the performance of the services that are not included in the fee compensation. These expenses may include the following:

- Reproduction, plots, special handling, and delivery of all documents outside of those listed within;
- Fees paid for review by or for securing approval of authorities having jurisdiction over the Project;
- Subsistence (hotel/motel accommodations, meals) if approved in advance by Client;
- Copies of studies and reports requested by Client outside of those listed within;
- Expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverages or limits requested by Client in excess of that normally carried by Architect and its consultants;
- Other reimbursable expenses as mutually agreed to.

The City shall only reimburse the Architect for such customary reimbursable expenses in the amount actually expended (proof required before payment) by Architect, but in no event shall such total reimbursement exceed the sum of Two Thousand dollars (\$2,000.00).

Architect understands that City is exempt from sales/use taxes.

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 Architect within 120 days of the Notice to Proceed on this Agreement.

5. NOTICES: Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given 1 business day after the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the City Administrator, City of Smithville, 107 West Main, Smithville, Mo 64089. Notice to Architect shall be sent to the Architect at 1811 Baltimore Avenue, Kansas City, MO 64108. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant represents to the City that it is experienced and properly qualified 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 Architect 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 and employers' 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 and property damage insurance in a sum no less than \$1,000,000.00. The Architect 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 Architect 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 Architect's failure to maintain the required insurance in effect, the City may order the Architect to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Architect shall be to the satisfaction of the City Administrator (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 Administrator (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 Architect makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Architect will, at the request of the City Administrator (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 Architect from responsibility for any defect in materials and workmanship.

9. PERFORMANCE, MAINTENANCE, AND PAYMENT OF LABOR BONDS: Consultant agrees well and truly pay all subcontractors for any services rendered on behalf of the Consultant for the City pursuant to this Agreement and for the payment of any and all materials incorporated, consumed or used in connection with such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work and for all labor performed in such work by the Consultant's, subcontractor. The Consultant shall review such invoices and, if they are considered incorrect or untimely, the Consultant shall, within ten days from receipt of the Subconsultant's billing, review the matter with the Subconsultant and confirm in writing to the Subconsultant the Consultant's understanding of the disposition of the issue. Payments to the Subconsultants shall be made promptly after the Consultant is paid by the Owner under the this Agreement..

10. SUBCONTRACTORS: Architect shall require any Subcontractors, to the extent of the work to be done by such Subcontractor, to be bound by the terms of this Agreement. The Architect shall be as fully responsible to the City for the acts and omissions of its Subcontractor, and of persons either directly or indirectly employed by them, for the acts and omissions of persons it directly employs. Architect shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Architect and City by all the terms herein set forth, and insofar as applicable to the work of Subcontractor and to give Architect the same power regarding termination of any subcontract as the City may exercise over Architect under any provisions of this Agreement. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractor.

11. ASSIGNMENT: The Architect shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Architect 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.

12. CONFLICTS OF INTEREST: The Architect warrants and represents that neither the Architect 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 Architect 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.

13. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Architect shall comply with all applicable 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. Architect 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.

14. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:

Pursuant to 285.530 R.S.Mo, the Architect 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 documentation sufficient for an 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.

15. UNITED STATES GOODS: Architect 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.

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

17. 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 Architect.

18. 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 Architect.

19. RECORDS: The Architect 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 Architect 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 Architect involving the transactions related to this Agreement.

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

22. 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.

23. 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 ten (10) days after the sending of such Notice (unless otherwise set forth herein).

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

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.

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

26. 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.

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

28. CITY OWNERSHIP AND PROPRIETARY INFORMATION – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Architect in the performance of Architect'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 Architect the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Architect in the performance of Architect's duties under the terms of this Agreement.

29. TERMINATION. The City reserves the right to terminate this Agreement by giving at least twenty (20) days written notice to the Consultant for any reason.

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

31. 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.

32. 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 Architect to which the same may apply and, until complete performance by the Architect 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.

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

34. UNEMPLOYMENT INSURANCE AND TAXES: The Architect shall pay, at the Architect'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 Architect will be approved unless the Architect is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

35. 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.

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

37. STANDARD OF CARE: Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Architect shall review applicable laws, codes, and regulations, if any, and, in the provision of its services, shall respond to and comply with such requirements imposed by the governmental authorities having jurisdiction over the services and reasonably known to Architect at the time services are provided.

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

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

CITY:

CITY OF SMITHVILLE, MISSOURI

BY: _____
Mayor

ARCHITECT:

TreanorHL, Inc.

BY:  _____
T. Andrew Pitts—Authorized Officer



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Development

AGENDA ITEM: Resolution 958, Fireworks Display Approval 815 East 92 Highway – White Iron Ridge

REQUESTED BOARD ACTION:

A Motion to approve Resolution 958, Approving a Fireworks Display at 815 East 92 Highway on September 16, 2021.

SUMMARY:

The White Iron Ridge Event Center at 815 East 92 Highway seeks approval to discharge fireworks in the evening of September 16, 2021 as a part of a wedding celebration. The City Code, Section 205.2210.B.5. states, in relevant part: "Fireworks may only be discharged in accordance with the following: . . . 5. In an approved fireworks display." Without specific instructions in the Code only the Board of Alderman may approve such a request.

The request is for approval to discharge small aerial "Class A" fireworks, (now known as 1.4G Consumer Fireworks) at the sendoff of the bride and groom. The anticipated time of the display is 10:00 p.m. lasting approximately five minutes. The type of fireworks is standard consumer level fireworks, so no certified shooter is required. The Smithville Area Fire Protection District has indicated that they have no regulatory authority over this class of Fireworks.

PREVIOUS ACTION:

This is the sixth request for a fireworks display. The Board approved Resolution 861 on December 1, 2020 for a wedding at White Iron Ridge and directed that future requests be reviewed for adoption by the Board of Aldermen on a case-by-case basis.

The Board approved Resolution 902 on March 23, 2021 for a wedding at White Iron Ridge and directed staff review the approval process and bring a policy forward for Board review, comment and action. Staff is currently in the process of developing information for Board review.

POLICY ISSUE:

Current code does not describe any specifics other than Board approval.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

RESOLUTION 958

A RESOLUTION APPROVING A FIREWORKS DISPLAY AT 815 EAST 92 HIGHWAY (WHITE IRON RIDGE) ON SEPTEMBER 16, 2021

WHEREAS, City Code Section 205.2210 restricts the discharge of fireworks to certain days and/or under certain conditions, and

WHEREAS, one such condition that allows fireworks to be discharged is in Section 205.2210.B.5. which states, "In an approved fireworks display.", and

WHEREAS, Without further description in the code, only the Board of Aldermen may grant such approval, and

WHEREAS, the applicant seeks to discharge 1.4G Consumer Fireworks for approximately five minutes on September 16, 2021 as a sendoff to the bride and groom at 10:00 p.m.

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

THAT WHITE IRON RIDGE EVENT CENTER IS HEREBY APPROVED TO DISCHARGE FIREWORKS ON SEPTEMBER 16, 2021 FOR APPROXIMATELY 5 MINUTES AND TO BE COMPLETED BY 10:05PM.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 959, Senior Discount Policy for Residential Trash and Recycling

REQUESTED BOARD ACTION:

A motion to approve Resolution 959, approving the Senior Discount Policy for residential trash and recycling and add the policy to the City's Policy Manual.

SUMMARY:

The new contract with WCA/GFL will be in effect on November 1, 2021. The contract provides a Senior Discount of 15% on the residential trash and recycling rate.

This discount is for Smithville residents 65 years of age and older. The Senior Discount Policy for residential trash and recycling outlines the policies and procedures for the implementation of the senior discount.

The account holder must complete an agreement with Utility Billing and provide proof of age to enroll in the senior discount. The discount will only be applied to the residential trash and recycling rate, and will not be applied to previously issued utility bills or late fees. The discount will be applied to the following billing cycle after the activation of the discount.

Staff plans to advertise the information about the new discount in the October Newsletter, and with utility bills. Additionally, information about the new discount will be added to the City Website.

Since the City does not currently have a policy establishing the senior discount staff plans to a Senior Discount Policy for residential trash and recycling to the City's Policy Manual under new Section 10 under the Water Billing Procedures.

PREVIOUS ACTION:

Resolution 937 authorizing an agreement with WCA/GFL for residential solid waste collection services was approved on July 19, 2021.

POLICY OBJECTIVE:

The purpose of this policy to is outline the eligibility of the discount, and how the discount will be administered.

FINANCIAL CONSIDERATIONS:

The senior discount is included in the FY22 proposed Sanitation Fund charges.

ATTACHMENTS:

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

RESOLUTION 959

A RESOLUTION APPROVING A POLICY IMPLEMENTING A SENIOR DISCOUNT FOR RESIDENTIAL TRASH AND RECYLING

WHEREAS, on July 19, 2021 the Board approved Resolution 937 authorizing an agreement with WCA/GFL for residential solid waste collection services; and

WHEREAS, a senior discount for residential trash and recycling was included in the contract that goes into effect on November 1, 2021.

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

THAT THE ATTACHED SENIOR DISCOUNT FOR RESIDENTIAL TRASH AND RECYCLING POLICY IS HEREBY APPROVED AND ADOPTED AS THE OFFICIAL POLICY OF THE BOARD OF ALDERMEN UNTIL AMENDED BY THE BOARD

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

City of Smithville Senior Discount Policy

I. Purpose

- a.** Beginning on November 1, 2021, Smithville residents 65 years of age and older are eligible to sign up for a reduction on the Residential Trash & Recycling portion of the Residential Sanitation Fees. The purpose of this policy is to outline the eligibility of the discount, and how the discount will be administered.

II. Requirements for Eligibility

a. Eligibility

In order to be eligible, must be a Smithville resident who is 65 years of age or older. The discount is not based on income level. Account holder must show proof of identification to verify age and fill out the discount agreement.

b. Account Holder

The utility bill must be in the name of the resident signing up for the discount. The discount will only be applied to the primary residence if there are multiple properties under one account.

c. Good Standing

The account holder must be in good standing with Utility Billing to activate the discount. The discount will not be applied to previous issued bills or late fees.

III. Rates

- a.** The discount rate is subject to any rate determined in the Schedule of Fees.

IV. Administration

- a.** Utility Billing administers the discount.
- b.** Residents will not automatically be enrolled in this discount. There must be proof of age and a signed agreement on file. Once activated, the discount will roll over from year to year based on the Schedule of Fees.
- c.** The discount will be applied to the following billing cycle after activation of the discount.

- d.** The discount will only be applied to the Residential Trash and Recycling portion of the Sanitation Fees.
- e.** The discount will not be applied to late fees, other residential Utility fees, or additional carts.



SENIOR DISCOUNT FORM FOR TRASH & RECYCLING FEES

Residents who are 65 and older, are eligible to receive a discount on their Trash & Recycling Fees. Remember: To be eligible for this discount, you must be the Account Holder, and the discount will only be applied to your primary residence. Please fill out this form and provide a proof of age.

REQUIRED INFORMATION	ACCOUNT	TODAY'S DATE
	LAST NAME	FIRST NAME
	DATE OF BIRTH	
	SERVICE ADDRESS	

SIGNATURE	I HEREBY CERTIFY THAT THE INFORMATION GIVEN HEREIN IS TRUE AND COMPLETE AND THAT THE SERVICES APPLIED FOR WILL BE USED IN ACCORDANCE WITH THE ORDINANCES OF SMITHVILLE. THE SIGNATURE BELOW SHALL CERTIFY THAT I HAVE AND WILL MAINTAIN DURING THE USE OF THIS SERVICE, FINANCIAL RESPONSIBILITY WITH RESPECT TO THIS ACCOUNT.
	SIGNATURE

Please provide a copy of your Driver's License or other valid identification for Utility Billing to verify your age.

Title: Wastewater and Water Connections
Policy Effective Date: October 7, 2014

Intent

The intent of this policy is to establish procedures to handle all requests for connections to the City wastewater and water systems from interested parties who desire to connect to the system with properties located outside the corporate limits of the City of Smithville.

Scope and Purpose

For properties located in the city limits but not connected to the wastewater or water system, Chapters 700, 705 and 710 direct and control when and how connections can and must occur. However, those procedures are not applicable to property outside city corporate limits. The scope of this policy applies only to properties located outside the corporate limits of the City of Smithville.

It is the intent of the Board of Aldermen of the City of Smithville to protect the investment of public tax dollars by requiring any and all connections to city water or wastewater systems come only from properties inside city limits. If a property owner desires to connect property located outside the corporate limits of the City of Smithville to these utilities, the property owner must first annex all of the property to be served by such water or wastewater services into the corporate limits of the City of Smithville.

It is specifically acknowledged by the Board of Aldermen that such requests may come from properties that are not contiguous to the corporate limits of the City and, therefore, not capable of being annexed. However, it is the desire and intent of the Board of Aldermen to utilize efficient planning and development practices that do not consider extending services inefficiently or cause difficulties in enforcement of city utility rules to properties not contiguous to its borders.

Title: Water Billing Procedures**Effective Date: March 7, 2018****Section 1 - Purpose**

The purpose of this policy is to establish procedures for rendering monthly utility bills to customers and for obtaining payment of those utility bills.

Section 2 – Water Meter Reading

Water meters equipped with an electronic reading transmitter (ERT) will be read via an electronic scan on a monthly basis. Water meters which are not equipped with an ERT device will be read manually, if accessible. If such a meter is not accessible, an estimated read will be provided based on reasonable approximate consumption.

Between the months of March and November, each water meter (commercial and residential) is manually read to ensure the accuracy of the ERT device.

Water meter reading is a multi-day process that begins no sooner than the 25th of each month and ends no later than the last day of the month.

Section 3 – Rendering of Utility Bills

Electronic reads are uploaded to the City's utility billing software; manual and estimated reads are manually entered into the City's utility billing software.

The City contracts with a third-party vendor to print and mail utility bills. A billing file is electronically sent to the vendor no later than 12:00pm the 3rd of the next month. The vendor prints and mails the utility billings via USPS mail the same day the file is received.

Section 4 – Utility Bill Payments

Utility billing accounts shall be due and payable no later than 5:00pm on the 16th of each month. If the 16th falls on a non-business day, accounts shall be due and payable no later than 5:00pm on the first business day following the 16th.

Payment options are as follows:

Automatic Bank Draft	Drafts occur and are posted to utility accounts on the 15 th of each month. (Due to bank time restraints, the file is locked on the 13 th of each month.)
Cash, check, or money order at City Hall	Payments are posted in real time. Office hours are 8:00am to 5:00pm.
Cash, check, or money order in dropbox	Payments are gathered at 8:00am each business day and posted immediately thereafter.
Cash, check, or money order via USPS mail	Payments are posted immediately after mail is received each business day.
Customer's Bank Online Bill Pay System	Payments from banks utilizing the electronic I-Pay system are posted at the end of each business day. Payments from banks sending physical bank checks are posted immediately after mail is received each business day.
Credit Card at City Hall	Payments are posted in real time. Customers are charged a credit card fee as set forth in the Schedule of Fees which the City pays to the credit card processing company.
Credit Card via phone to City Hall	Payments are posted in real time. Customers are charged a credit card fee as set forth in the Schedule of Fees which the City pays to the credit card processing company.
Credit Card via Municipal Payments Online	Payments are posted in real time. Customers are charged a credit card as fee set forth in the Schedule of Fees which the City pays to the credit card processing company. Customers are charged an additional \$1.25 by Municipal Payments Online.

Section 5 – Payment Contract

In the event that a customer has a utility bill larger than they are able to pay in one payment, a payment plan contract must be drawn up. One-third of the balance must be made at the initiation of the contract. Each subsequent one-third of the balance will be due and payable as indicated on future utility bills. The customer is the only person who can sign such a contract and this must be done in person at City Hall. Establishing this payment contract does not automatically waive applicable penalties.

Section 6 – Late Fee Penalties

Utility billing accounts not paid in full will be assessed a late penalty at 8:00am on the first business day following the 21st of each month. The late penalty amount is set forth in the Schedule of Fees. No exceptions will be made.

Section 7 – Verbal Extension

Prior to 5:00pm on the 26th of each month, a customer may request a one-week extension to prevent disconnection of water service. Customers requesting a verbal extension will still be assessed a late fee penalty and no exceptions will be made.

Section 8 – Disconnection of Water Service

Utility billing accounts in arrears more than \$75.00 at 8:00am on the first business day following the 26th of each month are subject to disconnection of water service. The water disconnection fee is set forth in the Schedule of Fees. No exceptions will be made.

Utility billing accounts granted a one-week verbal extension are subject to disconnection of water service at 8:00am one-week from the original disconnection date. The disconnection fee is set forth in the Schedule of Fees. No exceptions will be made.

Section 9 – Reconnection of Water Service

When water service to a customer has been disconnected, it will be reestablished only after the utility billing account is paid in full by guaranteed funds. Guaranteed funds include cash, money order, or credit card.

Reconnection of water service will occur prior to 3:30pm on the same day payment in full is received if the payment is received before 3:30pm. If the payment in full is received after 3:30pm, reconnection of water service may be delayed until the following business day.

Section 10 – Senior Discount for Residential Trash and Recycling

I. Purpose

- a.** Beginning on November 1, 2021, Smithville residents 65 years of age and older are eligible to sign up for a reduction on the Residential Trash & Recycling portion of the Residential Sanitation Fees. The purpose of this policy is to outline the eligibility of the discount, and how the discount will be administered.

II. Requirements for Eligibility

a. Eligibility

In order to be eligible, must be a Smithville resident who is 65 years of age or older. The discount is not based on income level. Account holder must show proof of identification to verify age and fill out the discount agreement.

b. Account Holder

The utility bill must be in the name of the resident signing up for the discount. The discount will only be applied to the primary residence if there are multiple properties under one account.

c. Good Standing

The account holder must be in good standing with Utility Billing to activate the discount. The discount will not be applied to previous issued bills or late fees.

III. Rates

- a.** The discount rate is subject to any rate determined in the Schedule of Fees.

IV. Administration

- a.** Utility Billing administers the discount.
- b.** Residents will not automatically be enrolled in this discount. There must be proof of age and a signed agreement on file. Once activated, the discount will roll over from year to year based on the Schedule of Fees.
- c.** The discount will be applied to the following billing cycle after activation of the discount.
- d.** The discount will only be applied to the Residential Trash and Recycling portion of the Sanitation Fees.
- e.** The discount will not be applied to late fees, other residential Utility fees, or additional carts.



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 960, Special Event Permit - Hero-Fest

REQUESTED BOARD ACTION:

A motion to approve Resolution 960, issuing a Special Event Permit to Hero-Fest on September 11, 2021

SUMMARY:

Approval of this item will issue a Special Event Permit to Hero-Fest to be held at Courtyard Park on September 11, 2021.

The requested permit will allow participants to have alcohol (open container) at the event. The event will utilize Chops BBQ as an alcohol vendor. The event coordinators have requested that the event run from 4 p.m. to 10 p.m. on Saturday, September 11, 2021. The coordinator has also requested closure of East Main Street between Bridge Street and Comemercial Avenue. Street closure will begin at 12:00 p.m. for set-up.

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public. Alcohol will be contained within a "Beer Garden" area at the courtyard.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 960

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT AND A TEMPORARY LIQUOR LICENSE HERO-FEST IN THE DOWNTOWN COURTYARD ON SATURDAY, SEPTEMBER 11, 2021.

WHEREAS, Hero-Fest has submitted an application with all required fees and documentation; and,

WHEREAS, Chops BBQ and Catering will supply alcohol beverages for a fee to the participants using their State and City licenses to sell alcohol; and,

WHEREAS, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and,

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

THAT A SPECIAL EVENT PERMIT AND TEMPORARY LIQUOR LICENSE BE ISSUED TO HERO-FEST TO BE HELD SATURDAY, SEPTEMBER 11, 2021. IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

600.070 (G & H)

G. Drinking In Public Places Prohibited.

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

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

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

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

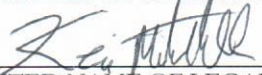
Public Facility Use Permit Application

REQUIRED INFORMATION	TODAY'S DATE 08/13/2021		APPLICANT NAME Hero Fest KC	
	CATEGORY <input type="radio"/> I <input type="radio"/> II <input type="radio"/> III <input type="radio"/> IV <input checked="" type="radio"/> V		CONTACT NAME Kevin Mitchell	
	ADDRESS 6890 NW Stone Creek Rd.			
	CITY Cameron		STATE	ZIP 64429
	PHONE (573) 747-7423		ALTERNATE PHONE (785) 840-8856	
FACILITY INFORMATION	E-MAIL ADDRESS hero.fest.kc1@gmail.com			
	PERMIT TYPE <input type="radio"/> INDOOR <input checked="" type="radio"/> OUTDOOR <input type="radio"/> PARADE <input type="radio"/> SPECIAL EVENT <input type="radio"/> SPORTS FIELD <input checked="" type="radio"/> BLOCK PARTY			
	FACILITY Court Yard		EVENT DATE 09/11/2021	
	EXPECTED ATTENDANCE 150	START TIME 16:00	END TIME 22:00	
	OTHER REQUIREMENTS <input type="checkbox"/> ADVERTISING <input checked="" type="checkbox"/> ALCOHOL <input checked="" type="checkbox"/> CONCESSIONS <input checked="" type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> STREET CLOSINGS <input type="checkbox"/> SECURITY <input checked="" type="checkbox"/> VENDORS			
SIGNATURE	I, the undersigned, both individually and on behalf of the above named applicant, certify that we have received and read the rules, regulations and requirements outlined in the Public Facilities Use Policy. I do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I understand that falsification of any information related to this application will result in immediate termination of our event.			
	SIGNATURE		DATE	
	PRINTED NAME AND TITLE (IF APPLICABLE) Hero Fest KC			
OFFICE USE ONLY	PERMIT #		DEPOSIT	
	APPROVAL		RENTAL FEE	
	RELEASE		OTHER FEES	
	REFUND		TOTAL	

**Public Facility Use Permit Application
Attachment A – Category Application**

CONTACT	CATEGORY CONTACT		
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE
CATEGORY	<input type="radio"/> Category I B – City co-sponsor Attach fully executed Joint Use Agreement		
	<input type="radio"/> Category II Other governmental entities Attach a Letter of Authorization on letterhead from the governmental entity responsible for the event.		
	<input checked="" type="radio"/> Category III Smithville-incorporated non-profit entities Attach a copy of State of Missouri certification of good standing, a copy of tax-exempt IRS 501(c)(3) letter, and a Letter of Authorization on letterhead from the organization responsible for the event.		
	<input type="radio"/> Category IV Smithville-incorporated for-profit entities, residents If a business, attach a Letter of Authorization on letterhead from the entity responsible for the event. If a resident, provide photo identification to provide proof of resident status.		
SIGNATURE	SIGNATURE		DATE
	PRINTED NAME AND TITLE (IF APPLICABLE)		

**Public Facility Use Permit Application
Attachment F – Insurance**

CONTACT	NAME OF SPONSORING ORGANIZATION Hero Fest KC		PHONE (573)747-7423
	ADDRESS 6890 NW Stone Rd.		
	CITY Cameron	STATE MO	ZIP 64429
SIGNATURE	<p>THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION:</p> <p>1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES AND INDEMNIFIES the Releasees ("Releasees" are defined as the City of Smithville and its respective officials, agents and employees) from all liability against any and all claims and causes of action for injury, death, disease, related in any manner to the Event;</p> <p>2. IN THE ABSENCE OF PROVIDING PROOF OF INSURANCE COVERAGE, the Sponsor Organization further acknowledges that the City of Smithville is not sponsoring nor otherwise involved in the administration of the Event, and the Sponsor assumes responsibility for claims associated with its operation or administration.</p> <p>THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.</p> <p>THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.</p>		
	SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE 		DATE 08/13/2021
	PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE Hero Fest KC		TITLE Coordinator

Quote Proposal

Customer Number: 1000314554
Policy Number: A964127 00

Quoted Policy Term: 09/11/2021 to 09/12/2021
Date Quoted: 08/04/2021

Customer Name and Address:
Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429

Agency Name and Address: 24508
JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

Thank you for the opportunity to provide a quote.

See below for a summary of premiums quoted. Refer to additional pages for more details.

This quote proposal is based on the underwriting and rating information provided to date, including deductibles and retention. Please keep in mind this quote proposal may be subject to additional rating, pricing or underwriting considerations, as well as to a loss prevention survey and compliance with its recommendations.

These rate levels and this quote proposal are valid for 60 days or until the proposed effective date, whichever comes first. 09/11/2021

Coverage Part	Premium
Commercial General Liability Coverage	\$375.00
Total Premium:	\$375.00
Total Including Taxes, Fees and Surcharges:	\$375.00

Connor Granberg
Phone: 608-410-3224 | Fax: 1-800-320-1622
Email: cgranberg@wbmi.com

**This quote proposal is not the insurance contract.
Only the actual provisions of the issued policy will apply.**

Binding Instructions

Customer Name: Hero Fest KC
Quote/Policy Number: A964127

Quoted Policy Term: 09/11/2021 to 09/12/2021

Thank you for choosing NSI, we appreciate your business! To ensure that we process your new business correctly, please help us verify the following information:

Effective Date: _____

Expiration Date: _____

Customer Care Agencies: Please issue this policy through Customer Care (circle one): **Yes** **No**

Please issue with the following Payment Plan Option (circle one):

Annual

Down Payment Plus Nine

Semi-Annual

10 Equal Payments

Quarterly

12 Equal Payments

Checks for down payment should be made payable to NSI and sent with your binding instructions to:

PO Box 620976 Middleton, WI 53562

Premiums should be issued per line as follows:

General Liability \$ _____

Crime & Fidelity: \$ _____

Property: \$ _____

Commercial Auto: \$ _____

Work Comp: \$ _____

Inland Marine: \$ _____

Umbrella: \$ _____

Liquor Liability: \$ _____

EPLI: \$ _____

Directors and Officers: \$ _____

* Note – Special Events, Hole In One, Games of Chance and Monoline Crime-Bonds must be paid in full at the time of binding.

Comments:

Loss History:

- ☐ Already submitted with the original application materials.
- ☐ Have been ordered from the previous carrier and will be forwarded upon receipt.
- ☐ Not applicable – no prior loss history available or this is a new business venture.

Commercial Lines Policy Declarations

Customer Number: 1000314554

Policy Number: A964127 00

Policy Period: 09/11/2021 to 09/12/2021

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429

Agency Name and Address:

JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

24508

Location Schedule

Loc	Address	City	County	State	Zip
1	118 N Commercial Ave	Smithville	Clay	MO	64089

Commercial Lines Policy Declarations

Customer Number: 1000314554
Policy Number: A964127 00

Policy Period: 09/11/2021 to 09/12/2021
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429

Agency Name and Address:

JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

24508

Forms Schedule

Number	Edition	Description
IL0017Z	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0990	1220	MISSOURI - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
NS0037	0118	FULLY EARNED PREMIUM
NS0040A	0604	NON-RENEWABLE POLICY
WB214	0119	MEMBERSHIP AND VOTING NOTICE
WB660	0420	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
IL0274Z	0213	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

This is not a complete representation of all forms that may be attached to your policy

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

MISSOURI – DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts) \$

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses 80 %

(Refer to Paragraph B. in this endorsement.)

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

TERRORISM RISK INSURANCE ACT REJECTION FORM

Customer Number: 1000314554

Policy Number: A964127

Policy Effective Date: 2021-09-11

Insured Name: Hero Fest KC

Agent Name: JB LB INS

Agent Code: 24508

The disclosure notice required by the Terrorism Risk Insurance Act (the "Act") is attached to your policy as an endorsement. The premium for coverage against certified acts of terrorism as provided for by the Act is shown on the policy declaration pages.

You have the option to reject coverage under the Act. If you choose to reject coverage for certified acts of terrorism, this rejection form must be signed and returned to our office.

This form must be received by us within 30 days after the policy effective date if you desire to reject the coverage. If this form is not received within this time period, coverage against certified acts of terrorism will remain on this policy for the remainder of the policy term and you will be required to pay the applicable premium.

If a location(s) covered by this policy is located in a Standard Fire Protection state*, then the requirements for fire coverage, as to that location, are established by law and you cannot reject coverage for that location for fire losses resulting from an act of terrorism. The premium for fire coverage is shown separately on the policy declarations page. The premium for fire coverage applicable to a location in a Standard Fire Protection state will not be returned to you even if you indicate to us that you wish to reject coverage for certified acts of terrorism.

I understand and agree by signing below, that except for fire coverage on locations in Standard Fire Protection states, I have elected to reject coverage for certified acts of terrorism under the Terrorism Risk Insurance Act.

Policyholder's Signature

Date

If coverage against certified acts of terrorism is rejected, the endorsement removing this coverage will be processed using the policy effective date.

***Standard Fire Protection States:**

Illinois (Property Coverages)

Iowa (Property Coverages)

Missouri (Property & Inland Marine Coverages)

North Carolina (Property Coverages)

Wisconsin (Property & Inland Marine Coverages)

Virginia (Property Coverages)

Commercial General Liability Coverage Declarations

Customer Number: 1000314554

Policy Number: A964127 00

Policy Period: 09/11/2021 to 09/12/2021

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429-1766

Agency Name and Address:

JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

24508

Insured is a(n) Non-Profit Organization

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

Commercial General Liability Classification Schedule

Customer Number: 1000314554	Policy Period: 09/11/2021 to 09/12/2021
Policy Number: A964127 00	at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:	Agency Name and Address:	24508
Hero Fest KC	JB LB INS	
6890 NW Stone Creek Rd	PO BOX 351	
Cameron, MO 64429-1766	CAMERON, MO 64429	
	816-632-7248	

Commercial General Liability Classifications

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	70034	SPECIAL EVENTS- GROUP II-DAILY ATTENDANCE: 0-500	1	Days	360.992 Included	\$361 Included	Prem/Ops Prod/Co

Commercial General Liability Forms Schedule

Customer Number: 1000314554
Policy Number: A964127 00

Policy Period: 09/11/2021 to 09/12/2021
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429-1766

Agency Name and Address:

JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

24508

Forms Schedule

Number	Edition	Description
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2109	0615	EXCLUSION UNMANNED AIRCRAFT
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2139	1093	CONTRACTUAL LIABILITY LIMITATION
CG2146	0798	ABUSE OR MOLESTATION EXCLUSION
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG4003	1219	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS - ALL CONTESTS OR EXHIBITIONS
NS0013	0499	EXCESS PROVISION
NS0019GL	0515	EXCLUSION - COMMUNICABLE DISEASES
NS0021GL	0414	EXCLUSION - TRAMPOLINES
NS0029GL	0414	EXCLUSION - DISCRIMINATION
NS0031	0608	EXCLUSION - DESCRIBED HAZARDS FIREWORKS
NS0034GL	0414	LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS

This is not a complete representation of all forms that may be attached to your policy

Commercial General Liability Forms Schedule

Customer Number: 1000314554

Policy Number: A964127 00

Policy Period: 09/11/2021 to 09/12/2021

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Hero Fest KC
6890 NW Stone Creek Rd
Cameron, MO 64429-1766

Agency Name and Address:

JB LB INS
PO BOX 351
CAMERON, MO 64429
816-632-7248

24508

Forms Schedule

Number	Edition	Description
NS0035GL	0414	EXCLUSION - ASSAULT AND BATTERY
NS0076GL	0118	TOTAL LIQUOR LIABILITY EXCLUSION
NS0156GL	0118	EXCLUSION - DESCRIBED HAZARDS-MECHANICALLY OPERATED AMUSEMENT DEVICES
NS0273	0708	LIMITED FUNGI COVERAGE
NS0295	0107	DEDUCTIBLE LIABILITY INSURANCE
WB1468GL	0414	EXCLUSION - ASBESTOS OR ASBESTOS PRODUCTS
WB1958GL	0414	EXCLUSION - LEAD LIABILITY
CG2625	0405	MISSOURI CHANGES-GUARANTY ASSOCIATION
CG2650	0413	MISSOURI CHANGES - MEDICAL PAYMENTS
CG2695	1008	MISSOURI CHANGES - AMENDMENT OF DEFINITION OF POLLUTANTS
NS0396	0311	MISSOURI CHANGES

This is not a complete representation of all forms that may be attached to your policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Date/Description of Events, Activities or Operations/Location:

9/11/21 / Hero Fest / 118 N Commercial Ave, Smithville, MO 64089

1. This insurance only applies to "bodily injury" or "property damage" arising out of the events, activities or operations shown in the Schedule.
2. The **Other Insurance** Condition is replaced by the following:
This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – AMENDMENT OF DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

SCHEDULE

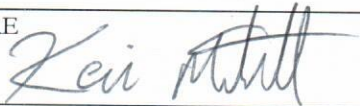
Specifically identified substances or materials	Lead, asbestos, formaldehyde, radon, petroleum products of any kind including gasoline, any controlled chemical substance, any other substance listed as hazardous substance by any governmental agency
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The definition of "pollutants" is replaced by the following:

"Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of "pollutants" applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

**Public Facility Use Permit Application
Attachment C – Special Event Application**

CHAIR	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT			
	Hero Fest			
SPECIAL EVENT INFORMATION	PHONE	ALTERNATE PHONE	ALTERNATE PHONE	
	(573) 747-7423	(785) 840-8856		
	NAME OF EVENT			
	Hero Fest			
	DATE OF EVENT			
SITE PLAN	11 September 2021			
	START TIME		END TIME	
	1600hrs		2000hrs	
	# OF SPECTATORS	# OF PARTICIPANTS	# OF ANIMALS	# OF VEHICLES
	150	150	Ø	Ø
SIGNATURE	EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)			
	<p>Block party at the Court yard. Closing main street between Bridge St. and Commercial Street. Court yard as the main stage and vendor area with information Booths. Live music on stage</p> <p>Hero Fest is a celebration of all first responders, military and Veterans</p>			
SIGNATURE	SIGNATURE		DATE	
			13 August 2021	
PRINTED NAME AND TITLE (IF APPLICABLE)				
Hero Fest				

Attachment K – Festival Vendor Application

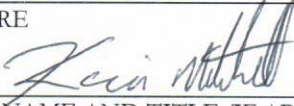
If an event will have vendors present, the vendors must be listed below.

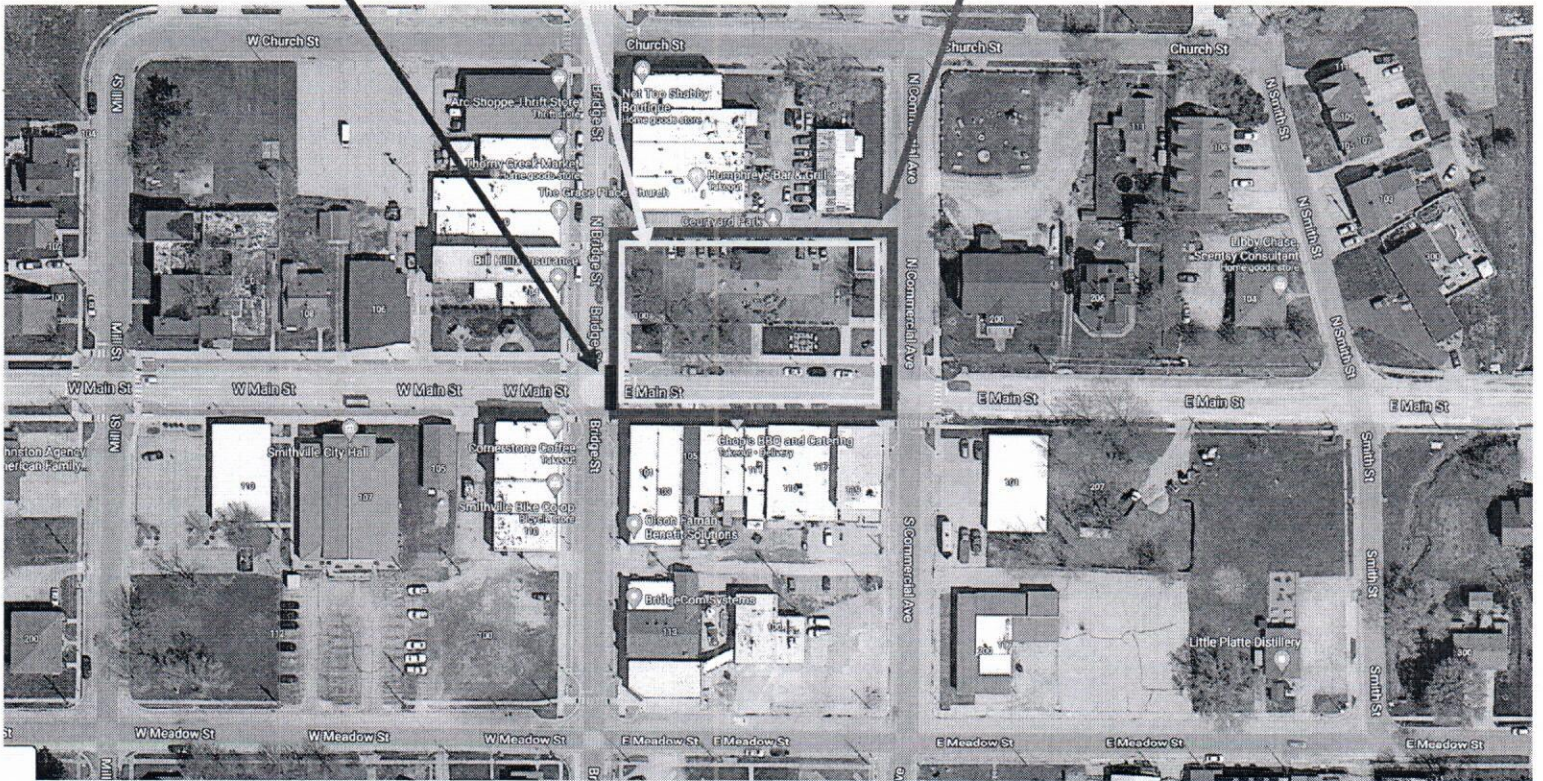
[illegible]

**Public Facility Use Permit Application
Attachment I – Street Closing Application**

CONTACT	PERSON/TRAFFIC CONTROL COMPANY RESPONSIBLE FOR STREET CLOSINGS		
	Bryant Larimore		
	PHONE (785)840-8856	ALTERNATE PHONE (573)747-7423	ALTERNATE PHONE

STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)	DESCRIBE STREET CLOSINGS IN DETAIL AND DRAW OR ATTACH A MAP		
	STREET TO BE CLOSED BETWEEN E Main	CROSS STREET 1 Bridge st	AND CROSS STREET 2 Commercial St.
	REASON FOR CLOSING foot traffic and vendors Information Booths.		
	# OF TRAFFIC LANES CLOSED 2	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED 1
	DATE/TIME STREET CLOSED 1530 9-11-2021		DATE/TIME STREET REOPENED 10 2230 9-11-2021
	STREET TO BE CLOSED BETWEEN		CROSS STREET 1
	REASON FOR CLOSING		
	# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED
	DATE/TIME STREET CLOSED		DATE/TIME STREET REOPENED

SIGNATURE	SIGNATURE 	DATE 13 Aug 2021
	PRINTED NAME AND TITLE (IF APPLICABLE) Herofest	





Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 961, Authorizing the Mayor to execute the Declaration of Dedication of Recreational Use Agreement with the Missouri Department of Natural Resources

REQUESTED BOARD ACTION:

Approve Resolution 961, authorizing the Mayor to execute an agreement with the Missouri Department of Natural Resources relating to maintenance of the Main Street Trail.

SUMMARY:

The City received grant funds from the Recreational Trails Program administered by the Missouri Department of Natural Resources for construction of the Main Street Trail. Construction of the trail is now complete. The City received \$290,439 in grant funds for this \$1,427,920 project.

As a stipulation of receiving the federal funds, the City must maintain the trail in a safe and attractive manner for 25 years as outlined in the Declaration of Dedication of Recreational Use Agreement.

PREVIOUS ACTION:

POLICY ISSUE:

Trails / Connectivity/ Healthy Environment

FINANCIAL CONSIDERATIONS:

Maintenance costs for mowing, snow removal, and general maintenance.

ATTACHMENTS:

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

RESOLUTION 961

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE DECLARATION OF DEDICATION OF RECREATIONAL USE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City received grant funds from the Recreational Trails Program administered by the Department of Natural Resources; and

WHEREAS, one of the conditions to receive the grant includes the commitment by the City to maintain and operate the facility in a safe and attractive manner and in accordance with the Civil Rights laws for 25 years.

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

THAT the Mayor is authorized to sign the Declaration of Dedication to Outdoor Use Agreement with the Department of Natural Resources.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

EASEMENT TO RECORD STEWARDSHIP REQUIREMENTS

DECLARATION OF DEDICATION TO OUTDOOR RECREATION USE

KNOW ALL PERSONS BY THESE PRESENTS, on the ____ day of _____, 2021, that the City Of Smithville, Missouri (hereinafter “Grantor”), owner of a tract of land referred to as East Main Street, as per the Grant Agreement between the City of Smithville and the Recreational Trails Program administered by the Department of Natural Resources, Project Number 2019-03, declares as follows:

The project identified in the attached diagram (Exhibit B) and the legal description (Exhibit A) shall be operated and maintained in a safe and attractive manner for public access and in accordance with all Civil Rights laws for 25 years from the signature date on this document. This property was acquired using federal Recreational Trails Program grant funds. When the property is no longer needed or is no longer being used for the originally

authorized purpose, the owner must contact the Missouri Department of Natural Resources for disposition instructions pursuant to 2 CFR 200.311.]

IT WITNESS WHEREOF, this instrument has been executed on this _____ day of _____, 2021

City of Smithville, Missouri

By: _____

Damien Boley, Mayor

STATE OF MISSOURI)

) SS:

COUNTY OF XX)

On this _____ day of _____, 20XX, before me personally appeared [name of signatory] to me personally known, who, being by me duly sworn, did say that he/she is the [title of signatory] and is authorized to represent [name of the grantor], and that the foregoing instrument was signed by authority of said grantor, and [name of signatory] acknowledged said instrument to be the free act and deed of said grantor, and that he/she executed the same for the purposes herein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal the day and year last above written.

My commission expires: _____

Notary Public

Exhibit A

Smithville Main Street Trail, RTP 2019-03

Project limits as described as:

Beginning 950 feet east and 120 feet north of the northeast corner of East Main and Smith Streets, City of Smithville, Mo, Section 23, Township 53, Range 33, thence north 150 feet, thence east 158 feet, thence south 270 feet, thence west 38 feet, thence north 120 feet, thence west 120 feet to the point of beginning and also including the Right of Way of East Main Street from Liberty Road in the City of Smithville, Mo, Section 23, Township 53, Range 33, East to and including the Right of Way at the intersection of Litton Way Section 24, Township 53, Range 33.



Project Location
E Main St.

Exhibit B



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 962, Special Request of Smithville Main Street District for Pets Day Out

REQUESTED BOARD ACTION:

A motion approving Resolution 962, if appropriate.

SUMMARY:

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties, and if executed, removes the obligation for the group to reserve the facility or pay fees.

Smithville Main Street District is asking the Board to sponsor Pets Day Out that will be taking place at Courtyard Park Sunday, September 26, 2021 from 11 a.m. -3 p.m. Sponsoring the event would waive the Courtyard Event fee of \$100 + \$200 Damage Deposit.

PREVIOUS ACTION:

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 962

A RESOLUTION APPROVING A SPECIAL REQUEST FOR THE SMITHVILLE MAIN STREET DISTRICT FOR PETS DAY OUT

WHEREAS, the Smithville Main Street District has submitted an Event Application and has requested the City sponsor their event; and,

WHEREAS, the Event will be at the Courtyard Sunday, September 26, 2021 from 11 a.m. to 3 p.m. ; and,

WHEREAS, sponsoring the event would allow waiver the Courtyard Event Fee of \$100 + \$200 Damage Deposit.

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

THAT the City of Smithville agrees to sponsor the event that will take place at the Courtyard Sunday, September 26, 2021. City sponsorship of this event would allow waiver of event rental fees and deposits.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Dear Council,

The Smithville Main Street District is requesting a waiver of fee for the use of the courtyard and stage in the downtown for the purpose of hosting Pet's Day Out as a fundraiser for Megan's Paws and Claws. This event will be held on September 26th.

The Smithville Main Street District is registered as a 501c3, and we are excited to host this fundraiser. Please let me know if you have any questions.

Sarah Ulledahl
Vice president
Smithville Main Street
816-877-3570

Public Facility Use Permit Application

REQUIRED INFORMATION	TODAY'S DATE 8-4-21		APPLICANT NAME Smithville Main Street District	
	CATEGORY <input type="radio"/> I <input type="radio"/> II <input checked="" type="radio"/> III <input type="radio"/> IV <input type="radio"/> V		CONTACT NAME Alicia Neth	
	ADDRESS 10th E. Main St.			
	CITY Smithville	STATE MO	ZIP 64089	
	PHONE 816-419-2951	Alicia cell	ALTERNATE PHONE 816-877-3570	Sarah U. cell
E-MAIL ADDRESS smithvillemainstreetdistrict@gmail.com				
FACILITY INFORMATION	PERMIT TYPE <input type="radio"/> INDOOR <input checked="" type="radio"/> OUTDOOR <input type="radio"/> PARADE <input type="radio"/> SPECIAL EVENT <input type="radio"/> SPORTS FIELD <input type="radio"/> BLOCK PARTY			
	FACILITY Courtyards Park		EVENT DATE 9-26-21	
	EXPECTED ATTENDANCE 200	START TIME 11 am	END TIME 3 pm	
	OTHER REQUIREMENTS <input type="checkbox"/> ADVERTISING <input type="checkbox"/> ALCOHOL <input type="checkbox"/> CONCESSIONS <input type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> STREET CLOSINGS <input type="checkbox"/> SECURITY <input checked="" type="checkbox"/> VENDORS			
SIGNATURE	I, the undersigned, both individually and on behalf of the above named applicant, certify that we have received and read the rules, regulations and requirements outlined in the Public Facilities Use Policy. I do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I understand that falsification of any information related to this application will result in immediate termination of our event.			
	SIGNATURE Alicia Neth		DATE 8-4-21	
	PRINTED NAME AND TITLE (IF APPLICABLE) Alicia Neth - President of Smithville MSD.			
OFFICE USE ONLY	PERMIT #		DEPOSIT	
	APPROVAL		RENTAL FEE	
	RELEASE		OTHER FEES	
	REFUND		TOTAL	

Public Facility Use Permit Application
Attachment A – Category Application

CONTACT	CATEGORY CONTACT Alicia Neth		
	PHONE 816.419.2951 ^{cell}	ALTERNATE PHONE 816.877.3570 ^{Sarah U. cell}	ALTERNATE PHONE
CATEGORY	<input type="radio"/> Category I	B – City co-sponsor Attach fully executed Joint Use Agreement	
	<input type="radio"/> Category II	Other governmental entities Attach a Letter of Authorization on letterhead from the governmental entity responsible for the event.	
	<input checked="" type="radio"/> Category III	Smithville-incorporated non-profit entities Attach a copy of State of Missouri certification of good standing, a copy of tax-exempt IRS 501(c)(3) letter, and a Letter of Authorization on letterhead from the organization responsible for the event.	
	<input type="radio"/> Category IV	Smithville-incorporated for-profit entities, residents If a business, attach a Letter of Authorization on letterhead from the entity responsible for the event. If a resident, provide photo identification to provide proof of resident status.	
SIGNATURE	SIGNATURE Alicia Neth		DATE 8.4.21
	PRINTED NAME AND TITLE (IF APPLICABLE) Alicia Neth - President of Smithville Main Street District		

Public Facility Use Permit Application
Attachment F – Insurance

CONTACT	NAME OF SPONSORING ORGANIZATION		PHONE
	Smithville Main Street District		816.419.2951
	ADDRESS		
SIGNATURE	107 E. Main St.		
	CITY	STATE	ZIP
	Smithville	MO	64089
<p>THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION:</p> <p>1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES AND INDEMNIFIES the Releasees ("Releasees" are defined as the City of Smithville and its respective officials, agents and employees) from all liability against any and all claims and causes of action for injury, death, disease, related in any manner to the Event;</p> <p>2. IN THE ABSENCE OF PROVIDING PROOF OF INSURANCE COVERAGE, the Sponsor Organization further acknowledges that the City of Smithville is not sponsoring nor otherwise involved in the administration of the Event, and the Sponsor assumes responsibility for claims associated with its operation or administration.</p> <p>THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.</p> <p>THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.</p>			
SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE		DATE	
Alicia Neth		8.6.21	
PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE		TITLE	
Alicia Neth		President	

**Public Facility Use Permit Application
Attachment I – Street Closing Application**

CONTACT	PERSON/TRAFFIC CONTROL COMPANY RESPONSIBLE FOR STREET CLOSINGS Johnny Viebrock		
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE

STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)	DESCRIBE STREET CLOSINGS IN DETAIL AND DRAW OR ATTACH A MAP. We would like to close Main Street between Bridge St. and Commercial Ave., leaving the intersections open.		
	STREET TO BE CLOSED BETWEEN Main St.	CROSS STREET 1 Bridge St.	AND CROSS STREET 2 Commercial Ave
	REASON FOR CLOSING Larger vehicle display/parking (ex. Mobile Vets & vehicles)		
	# OF TRAFFIC LANES CLOSED 2	# OF SIDEWALKS CLOSED 0	# OF STREET BLOCKS CLOSED 0
	DATE/TIME STREET CLOSED 9am - 4pm		DATE/TIME STREET REOPENED 4pm
	STREET TO BE CLOSED BETWEEN		CROSS STREET 1
	REASON FOR CLOSING		
	# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED
	DATE/TIME STREET CLOSED		DATE/TIME STREET REOPENED

SIGNATURE	SIGNATURE Alicia Neth	DATE 8.4.21
	PRINTED NAME AND TITLE (IF APPLICABLE) Alicia Neth - President Smithville Main Street District	



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police

AGENDA ITEM: Resolution 963, Purchase of Police Radar and Laser

Equipment

REQUESTED BOARD ACTION:

A motion to approve Resolution 963 to purchase and install six dash mounted radar units and one laser speed measuring device in an amount not to exceed \$17,447.

SUMMARY:

All Smithville Police vehicles are equipped with a dash mounted radar. The currently deployed units are aging. The updated units incorporate additional technology like data logging, allowing the Department to monitor data gathered to increase efficiency in enforcement activities in the interest of public safety.

Currently, the State of Missouri has a cooperative bid for police radar equipment. In accordance with City Code Section 105.080.C, staff is authorized to utilize cooperative purchasing agreements, like the State bid.

It is staff's recommendation to approve the purchase of this equipment utilizing the State purchasing bid, in an amount not to exceed \$17,447.

PREVIOUS ACTION:

This is the second year the City of Smithville has utilized this grant.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

This purchase is grant funded for 100% of costs.

ATTACHMENTS:

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

RESOLUTION 963

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF POLICE DASH MOUNTED RADAR AND HANDHELD LASER SPEED MEASURING DEVICE, IN AN AMOUNT NOT TO EXCEED \$17,447.

WHEREAS, the Police Department uses speed measuring devices on a regular basis for enforcement and public safety, and;

WHEREAS, a grant contract to purchase new radars and laser was approved by the Board of Aldermen on August 3, 2021, and;

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

WHEREAS, staff has made a recommendation to purchase the equipment from Kustom Signals, through the cooperative purchasing agreement with the State of Missouri Purchasing Contract.

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

THAT staff is hereby authorized and directed to purchase said equipment from Kustom Signals, in an amount not to exceed \$17,447.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Page 1 of 2

Date 06/23/2021

To... DAN GEARHART
SMITHVILLE POLICE DEPT
PO BOX 655
107 W MAIN ST
SMITHVILLE MO 64089-0655

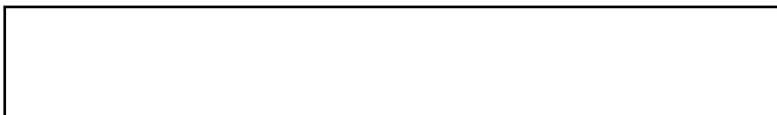
Quote # -539999059425NC
Terms Per Approved Terms
This Quote Expires on 09/21/2021
Phone 816-532-0500
Fax 816-532-0774

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	Missouri Contract# CC191825002 effective 02/20/2019 - 02/19/2021 (+36 Months) Shipping & handling included in contract		
1	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case. **Includes 3 Year Warranty	\$2,195.00	\$2,195.00
6	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest and Scan Mode **Includes 3 Year Warranty	\$2,542.00	\$15,252.00

Total \$17,447.00

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: February 23, 2021

CONTRACT TITLE: POLICE RADAR/LIDAR ENFORCEMENT AND SPEED ADVISORY
SYSTEMS, PARTS AND ACCESSORIES

CURRENT CONTRACT PERIOD:	FEBRUARY 20, 2021 THROUGH FEBRUARY 19, 2024	
RENEWAL INFORMATION:	Original Contract Period:	4/10/2019 THROUGH 2/19/2021
	Renewal Options Available:	0
	Potential Final Expiration:	FEBRUARY 19, 2024
BUYER INFORMATION:	Jason Kolks 573-522-1620 jason.kolks@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE
PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

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

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

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CC191825001	7515449250 2 / MB00004682	Applied Concepts d/b/a Stalker Radar 855 E. Collins Blvd. Richardson, TX 75081 Contact Person: Jan Achilles Phone Number: 800-782-5537 Ext. 191 Fax Number: 972-398-3781 E-mail: jana@stalkerradar.com sales@stalkerradar.com	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CC191825002	4317577300 0 / MB00005869	Kustom Signals, Inc. 9652 Loiret Blvd. Lenexa, KS 66219 Contact Person: Tony Campos Phone Number: 800-458-7866 ext. 3025 E-mail: tcampos@kustomsignals.com sales@kustomsignals.com	No	Yes
CC191825003	8409704940 0 / MB00080198	Laser Technology 6912 S. Quentin St. Centennial, CO 80112 Contact Person: Cheri Miller Phone Number: 303-649-1000 Ext. 175 E-mail: cmiller@lasertech.com	No	Yes
CC191825004	6112052740 0 / MB00006697	MPH Industries 316 E. 9 th Street Owensboro, KY 42303 Contact Person: John Broxon Toll Free Phone Number: 888-689-9222 Office Phone Number: 270-685-6240 E-mail: jhbroxon@mphindustries.com	No	Yes
CC191825005	2624323020 0 / MB00138399	DragonEye Technology LLC 5680 Oakbrook Parkway, Ste 149 Norcross, GA 30093 Contact Person: Debra Shaw Phone Number: 770-441-7712 Ext. 156 E-mail: dshaw@dragoneyetech.com	No	Yes

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
2/20/21-2/19-24	2/23/21	Updated Buyer Information Updated Contact Name and email address for CC191825004 Renewed contracts CC191825001, CC191825002, CC191825003, CC191825004 and CC191825005.
4/10/19 – 2/19/21	12/14/2020	Updated Contact Information for CC191825004 MPH Industries.
4/10/19 – 2/19/21	1/21/2020	Updated Local Purchase Authority information stated on page 1 of the Notification of Statewide Contract.
4/10/19 – 2/19/21	5/15/19	Added Contract CC191825005
4/10/19 – 2/19/21	4/22/19	Added Category Headings to Contract CC191825001
4/10/19 – 2/19/21	4/15/19	Initial issuance of new statewide contracts Additional Contracts to be posted in the near future

**POLICE RADAR/LIDAR SPEED ENFORCEMENT AND
SPEED ADVISORY SYTEMS, PARTS AND ACCESSORIES - NASPO VALUEPOINT**

General: The contracts identified herein have been awarded to serve State of Missouri agencies, political subdivisions or governmental entities specified by the State of Missouri for police radar/lidar speed enforcement and speed advisory systems, parts and accessories. The contracts are piggyback contracts off of current NASPO ValuePoint contracts established by the State of Washington.

Ordering: State agencies are advised to check each contract for the purchase of police radar/lidar speed enforcement and speed advisory systems, parts and accessories and to choose the best product, best price, best delivery the various contracts make available to them. All contracts are “preferred use” contracts which means that the contracts have been bid with the goal of providing good market pricing and product variety to state agencies. Agencies are encouraged to use preferred-use contracts but in rare instances where the state agency can obtain like or similar products that meet the state agency’s needs at a better price, then the agency has authority to purchase the items from other sources so long as the provisions of the Local Purchasing Authority Delegation are followed. The Delegation can be viewed and downloaded from the internet at this site: <https://oa.mo.gov/purchasing#mini-panel-purchasing-tabs4>.

The state agency will issue its own properly authorized purchase order in MissouriBUYS on an as needed basis. The contractor must not ship until he/she is in receipt of an approved contract release.

- a. The contractor shall understand and agree no item shall be released to the state agency unless signed for with a readable signature by the state agency person accepting the order.
- b. The contractor shall understand and agree no orders shall be accepted or delivered without an order number. The order number should be shown on all shipping paper, invoices, etc.

Catalog: State agencies are advised that catalogs have been generated in MissouriBUYS for each of the contractors. The catalogs can be viewed at <https://webprocure.perfect.com/WebDriver?ACT=IndexReq&DP=ReqCreatePrivilege&EID=38&SID=9930d02b88d2ab6bf6d10f9a64f24f85|38&ReqIDEXT=0>

Pricing: Firm, fixed pricing is in accordance with the Price Listing stated herein provided by each individual contractor.

Delivery: All deliveries shall be F.O.B. destination, freight prepaid, with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the contractor’s until final inspection and acceptance when responsibility shall pass to the state agency except as to latent defects, fraud and contractor’s warranty obligation.

All products must be delivered in the manufacturer’s standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, item code and the state agency’s purchase order number.

All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this contract shall be identified by the contract number stated on the cover page of the Notification of Statewide Contract and the applicable purchase order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

Returns: Purchasing entities may return unopened or unused (non-specialty) police radar/lidar products within the (10) business days of receipt for full credit, minus any freight or restocking fee. In such event the contractor is responsible for shipping costs pertaining to any defective police radar/lidar products that are returned.

Warranty: The contractor warrants all police radar/lidar products (full parts and labor) for a minimum of one (1) year after receipt of police radar/lidar products by state agency. Contractor guarantees complete repair or replacement of any police radar/lidar product, or part thereof that fails in operation during normal and proper use within one (1) year from date of state agency's receipt due to defects in design, material or workmanship. Any warranty replacement or repair shall be at no cost to the purchasing entity. The cost to install replacement parts, including shipping and delivery shall be paid by the contractor during the warranty period.

CC191825001
CONTRACTOR INFORMATION

Contractor:	Applied Concepts Inc. dba Stalker Radar 855 E. Collins Blvd. Richardson, TX 75081		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Jan Achilles	
	Phone:	800-782-5537 ext. 191	
	Fax:	972-398-3781	
	E-mail:	sales@stalkerradar.com ; jana@stalkerradar.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Pam Schneidewind	
	Phone:	972-801-4890	
	Fax:	972-398-3781	
	E-mail:	PamS@stalkerradar.com	
Contractor's Website:	www.stalkerradar.com		
Physical/Mailing Address:	Applied Concepts, Inc 855 E Collins Blvd, Richardson, TX 75081		
Remit To:	PO Box 972943, Dallas, TX 75397		
Credit Card Acceptance:	American Express, Discover, MasterCard, VISA, P-Cards		
Minimum Orders:	None		
Delivery:	35+ days After Receipt of Order (ARO)		
Trailers/Pole Mount Display Delivery:	45 days After Receipt of Order (ARO)		
Payment Terms:	Net 45 Days		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

CATEGORY A			
POLICE RADAR/LIDAR PRODUCTS			
Part #	Description	Brochure Link	Contract Price
	DASH MOUNT RADARS		
809-0002-00	Stalker Patrol K Band, 2-Antenna	https://www.stalkerradar.com/law_patrol.php	\$ 1,595
809-0001-00	Stalker Patrol K Band, 1-Antenna		\$ 1,490
805-0022-00	Stalker Dual SL Ka Band, 2-Antenna	https://www.stalkerradar.com/law_dual.php	\$ 2,192
805-0021-00	Stalker Dual SL Ka Band, 1-Antenna		\$ 1,849
806-0022-00	Stalker DSR Ka Band, 2-Antenna	https://www.stalkerradar.com/law_dsr.php	\$ 2,895
806-0021-00	Stalker DSR Ka Band, 1-Antenna		\$ 2,261
807-0001-00	Stalker 2X Ka Band	https://www.stalkerradar.com/law_2X.php	\$ 3,080
	HAND-HELD RADARS		
803-0005-00	Stalker II Stationary Directional Radar KA	https://www.stalkerradar.com/law_stalkerII.php	\$ 1,448

	Band		
803-0002-00	Stalker II Moving Directional Radar KA Band	https://www.stalkerradar.com/law_stalkerII.php	\$ 2,319
	MOTORCYCLE RADARS		
805-0018-00	Dual 2Ka Compact Display & Remote Control for Harley Davidson Motorcycle	https://www.stalkerradar.com/law_dual.php	\$ 2,570
805-0019-00	Dual 2Ka Compact Display & Remote Control for BMW 2015-2017 1200 RT-P Motorcycle	https://www.stalkerradar.com/motorcycle.php	\$ 2,570
805-0020-00	Dual 2Ka Compact Display & Remote Control for Honda ST1300 MC		\$ 2,570
806-0018-00	DSR 2Ka Compact Display & Remote Control for Harley Davidson Motorcycle	https://www.stalkerradar.com/law_dsr.php	\$ 3,195
806-0019-00	DSR 2Ka Compact Display & Remote Control for BMW 2015-2017 1200 RT-P Motorcycle	https://www.stalkerradar.com/law_dual.php	\$ 3,195
805-0020-00	DSR 2Ka Compact Display & Remote Control for Honda ST1300 MC		\$ 3,195
807-0003-00	Stalker 2X Generic Motorcycle	https://www.stalkerradar.com/law_2X.php	\$ 3,380
807-0004-00	Stalker 2X Honda ST1300 Motorcycle	https://www.stalkerradar.com/motorcycle.php	\$ 3,380
807-0006-00	Stalker 2X Harley Davidson		\$ 3,380
807-0008-00	Stalker 2X 2008-2014 BMW 1200RT-P MC		\$ 3,380
807-0009-00	Stalker 2X 2015 BMW 1200 RT-P Motorcycle		\$ 3,380
803-0002-00	Stalker II MDR for Motorcycles (BMW Only)	New Item Add by First Amendment	\$ 2,675
803-0007-00	Stalker II MDR for Motorcycles (Except BMW)	New Item Add by First Amendment	\$ 2,675
	LIDARS		
808-4025-00	Stalker LIDAR XS - 2000 foot range	https://www.stalkerradar.com/law_x-series_lidar.php	\$ 1,795
808-5025-00	Stalker LIDAR XLR - 4000 foot range	https://www.stalkerradar.com/law_x-series_lidar.php	\$ 2,261
808-6125-00	Stalker LIDAR RLR w/Bluetooth, Data Logging & Following Too Close - 9000 foot range	https://www.stalkerradar.com/stalker_lidar_rlr.php	\$ 2,524
808-6127-00	Stalker RLR w/AA Battery Handle, B1, Data Logging & Following Too Close-9000 ft range	New Item Add by First Amendment https://www.stalkerradar.com/stalker_lidar_rlr.php	\$ 2,424

CATEGORY B POLE/TRAILER MOUNTED POLICE RADAR/LIDAR UNITS			
Part #	Description	Brochure Link	Contract Price
	MESSAGE & SPEED		
821-1100-00	MC 360 (4'x8') w/Solar, Jack, Stats, Wheel Lock	https://www.stalkerradar.com/mc360.php	\$ 19,316.00
821-1099-00	MC 360 (3'x6') w/Solar, Jack, Stats, Wheel Lock	https://www.stalkerradar.com/mc360.php	\$ 16,809.00
821-1128-00	MC360 (4'x8') ALPR Ready		\$ 21,088.00
821-1127-00	MC360 (3'x6') ALPR Ready		\$ 18,672.00
015-1819-00	Tongue Jack		\$ 102.00
015-1436-00	Coupler Lock		\$ 109.00
015-5603-00	Wheel Lock		\$ 232.00
015-2328-63	MC360/SAM-R Spare Tire		\$ 218.00
015-5608-00	MC360 1-Yr Extended Warranty		\$ 464.00
821-1000-00	SAM Trailer w/Solar, LEDs, Stats, Wheel Lock	https://www.stalkerradar.com/sam.php	\$ 9,764.00
821-0310-00	SAM-R Trailer w/Solar, LEDs, Stats, Wheel Lock	https://www.stalkerradar.com/sam-R.php	\$ 8,890.00
015-1819-00	Tongue Jack	https://www.stalkerradar.com/sam.php	\$ 102.00
015-1436-00	Coupler Jack		\$ 109.00
015-5576-00	SAM Spare Tire		\$ 257.00
015-2328-63	MC360/SAM-R Spare Tire		\$ 218.00
015-2328-61	White LED Light Bar		\$ 140.00
015-2647-32	Amber LED light bar		\$ 140.00
015-5607-00	SAM/SAM-R 1-Yr Extended Warranty		\$ 309.00
	POLE MOUNT DISPLAYS/TRAFFIC DATA		
829-0002-00	Stalker PMD Basic w/ Stats	ITEM REMOVED BY FIRST AMENDMENT	
829-0016-00	Stalker PMD Basic w/Stats, 100W Solar	ITEM REMOVED BY FIRST AMENDMENT	
829-0026-00	Stalker PMD Basic w/100W Solar	ITEM REMOVED BY FIRST AMENDMENT	
829-0005-00	Stalker PMMD Basic Unit	ITEM REMOVED BY FIRST AMENDMENT	
829-0006-00	Stalker PMMD Basic Unit w/ Statistics	ITEM REMOVED BY FIRST AMENDMENT	
834-0001-00	Traffic Data Collector		\$ 2,195
834-0003-00	Traffic Data Collector w/30W Solar		\$ 2,485
834-0005-00	Traffic Data Collector w/20W Solar	New Item Added by First Amendment	\$ 2,355
200-1109-00	TDC Pole Mounting Bracket Kit		\$ 119

The entire section under Category B – Speed Advisory Systems, Pole Mount Graphic Displays is hereby removed and replaced in its entirety with the following

POLE MOUNT GRAPHICAL DISPLAYS (BASE UNITS)			
All systems include: mounting hardware, speed data analytical software, wireless communications module, iOS or Android app (no annual fees, unlimited users licenses), USB port, and memory stick to download speed data, wireless key fob, and operator manual			
	A/C Units (Wired for 110V-240V power at the pole.)		
836-0012-00	12" Pole Mounted Speed Sign-AC		\$ 2,295
836-0015-00	12" Pole Mounted Speed Sign-AC		\$ 2,495
836-0018-00	12" Pole Mounted Speed Sign-AC		\$ 2,695
	Solar Powered Units (Wired to include solar panel listed, Mount, hardware, and battery box included. 12" and 15" Versions include 1 SLA Battery, 18" version requires 1 car battery <i>not included</i>)		
836-0012-SP	12" Pole Mounted Speed Sign w/30W Solar Panel, SLA Battery and SLA Battery housing		\$ 3,135
836-0015-SP	15" Pole Mounted Speed Sign w/50W Solar Panel, SLA Battery and SLA Battery housing		\$ 3,395
836-0018-SP	18" Pole Mounted Speed Sign w/100W Solar Panel, and Group 24 Battery Box No Battery		\$ 3,945

	Battery Powered (“DB”) Units (include rigid, secure quad-bay SLA battery carrier, and 2 batteries)	
836-0012-DB	12", Pole Mounted Speed Sign w/Quad Battery Bay (up to 4 Dry Cell batteries – 2 included)	\$ 3,645
836-0015-DB	15", Pole Mounted Speed Sign w/Quad Battery Bay (up to 4 Dry Cell batteries – 2 included)	\$ 3,845
836-0018-DB	18", Pole Mounted Speed Sign w/Quad Battery Bay (up to 4 Dry Cell batteries – 2 included)	\$ 4,095

12” Sign Options

Additional Options

200-1331-00	PMG Trailer Hitch, 2” Receiver	\$ 299
155-2512-14	PMG Cig Plug Cable, 14 feet	\$ 45
200-1206-76	Additional 12” PMG Mount – Pole Side Only	\$ 95
063-0028-12	Additional 12” PMG 1-Year Extended Warranty, (2 years included)	\$ 465
200-1206-51	Simulated Camera Flash Option, 12”	\$ 255
062-0126-01	PMG Text and Graphics Option	\$ 350
200-1206-11	12” PMG Bezel, Black (where MUTCD requires all front-facing panels to be black (as in CA))	\$ Free

Alert Strobe Options (choose only one)

200-1338-10	12” PMG Red/Blue Alert Strobes	\$ 450
200-1338-12	12” PMG White Alert Strobes	\$ 450
200-1338-13	12” PMG Amber Alert Strobes	\$ 450

Signage Options (choose only one)

200-1206-73	Short YOUR SPEED Sign Kit, Top Mount	\$ 160
200-1206-74	Short YOUR SPEED Sign Kit, Bottom Mount	\$ 160
200-1369-00	12” PMG “YOUR SPEED” Surround, Flat Back	\$ 105
200-1369-50	12” YOUR SPEED Surround, Quad-Bay-Battery System	\$ 230

Optional, Additional Wired Communications (choose only one)

200-1270-03	PMG RS-232/CAN Bus Communications Options	\$ 275
200-1270-04	12” PMG Ethernet and I/O Port	\$ 800
200-1270-05	12” PMG Conn Panel, Dual USB with GPIO	\$ 350
200-1206-69	PMG GPIO Connector Wiring Kit	\$ 35

Solar Powered Unit Options

200-1330-50	Upgrade to 50W Solar Panel (all mount, etc. included)	\$ 55
200-1317-00	Additional PMG Battery Box and mounts for Sealed Lead Acid Battery	\$ 175
200-1127-00	Additional Sealed Lead Acid (SLA) Battery-22Ah	\$ 168
200-1317-01	Additional Sealed Lead Acid Battery, Box and Mount	\$ 343

Battery Powered “DB” Unit Options

200-1397-00	Additional Sealed Lead Acid (SLA) Battery 22Ah w/Strap, PMG	\$ 230
200-1397-01	Battery Strap, Cable & Connector (required if supplying own batteries)	\$ 60
200-1419-00	Battery Backpack Solar Option Kit (required if adding solar)	\$ 95
200-1330-30	PMG 30W Solar Power Package	\$ 420
200-1330-50	PMG 50W Solar Power Package	\$ 595

15” Sign Options

Additional Options

200-1331-00	PMG Trailer Hitch, 2” Receiver	\$ 299
155-2512-14	PMG Cig Plug Cable, 14 feet	\$ 45
200-1285-76	Additional 15” PMG Mount – Pole Side Only	\$ 95
063-0029-12	Additional 15” PMG 1-Year Extended Warranty, (2 years included)	\$ 550
200-1285-51	15” PMG with Simulated Flash	\$ 325
062-0126-01	PMG Text and Graphics Option	\$ 350
200-1285-11	15” PMG Bezel, Black (where MUTCD requires all front-facing panels to be black (as in CA))	\$ Free

Alert Strobe Options (choose only one)

200-1339-10	15” PMG Red/Blue Alert Strobes	\$ 450
200-1339-12	15” PMG White Alert Strobes	\$ 450
200-1339-13	15” PMG Amber Alert Strobes	\$ 450

Signage Options (choose only one)		
200-1206-73	Short YOUR SPEED Sign Kit, Top Mount	\$ 160
200-1206-74	Short YOUR SPEED Sign Kit, Bottom Mount	\$ 160
200-1369-10	15" PMG "YOUR SPEED" Surround, Flat Back	\$ 135
200-1369-60	15" YOUR SPEED Surround, Quad-Bay-Battery System	\$ 495
Optional, Additional Wired Communications (choose only one)		
200-1298-03	15" PMG Conn Panel I/O	\$ 275
200-1298-04	15" PMG Conn Panel, USB-Com, Ethernet, GPIO	\$ 800
200-1298-05	15" PMG Conn Panel, Dual USB w/GPIO	\$ 395
200-1206-69	PMG GPIO Connector Wiring Kit	\$ 35
Solar Powered Unit Options		
200-1330-00	Upgrade to 50W Solar Panel (all mount, etc. included)	\$ 345
200-1317-00	Additional PMG Battery Box and mounts for Sealed Lead Acid Battery	\$ 175
200-1127-00	Additional Sealed Lead Acid (SLA) Battery-22Ah	\$ 168
200-1317-01	Additional Sealed Lead Acid Battery, Box and Mount	\$ 343
200-1046-00	PMG Metal Tamper-Proof Battery Box (Does not include battery) [primarily for 100W Solar]	\$ 430
Battery Powered "DB" Unit Options		
200-1397-00	Additional Sealed Lead Acid (SLA) Battery 22Ah w/Strap, PMG	\$ 230
200-1397-01	Battery Strap, Cable & Connector (required if supplying own batteries)	\$ 60
200-1419-00	Battery Backpack Solar Option Kit (required if adding solar)	\$ 95
200-1330-50	PMG 50W Solar Power Package	\$ 595
200-1330-100	PMG 100W Solar Power Package	\$ 920
18" Sign Options		
Additional Options		
200-1331-00	PMG Trailer Hitch, 2" Receiver	\$ 299
155-2512-14	PMG Cig Plug Cable, 14 feet	\$ 45
200-1283-76	Additional 18" PMG Mount – Pole Side Only	\$ 95
063-0030-12	Additional 18" PMG 1-Year Extended Warranty, (2 years included)	\$ 750
200-1283-51	18" PMG Speed Sign Simulated Flash	\$ 250
062-0126-01	PMG Text and Graphics Option	\$ 350
200-1285-11	15" PMG Bezel, Black (where MUTCD requires all front-facing panels to be black (as in CA))	\$ Free
Alert Strobe Options (choose only one)		
200-1340-10	18" PMG Red/Blue Alert Strobes	\$ 450
200-1340-12	18" PMG White Alert Strobes	\$ 450
200-1340-13	18" PMG Amber Alert Strobes	\$ 450
Signage Options (choose only one)		
200-1206-73	Short YOUR SPEED Sign Kit, Top Mount	\$ 160
200-1206-74	Short YOUR SPEED Sign Kit, Bottom Mount	\$ 160
200-1369-20	18" PMG "YOUR SPEED" Surround, Flat Back	\$ 250
200-1369-70	18" YOUR SPEED Surround, Quad-Bay-Battery System	\$ 405
Optional, Additional Wired Communications (choose only one)		
200-1297-03	18" PMG Conn Panel I/O	\$ 290
200-1297-04	18" PMG Conn Panel, USB-Com, Ethernet, GPIO	\$ 800
200-1297-05	18" PMG Conn Panel, Dual USB w/GPIO	\$ 395
200-1206-69	PMG GPIO Connector Wiring Kit	\$ 35
Solar Powered Unit Options		
200-1317-00	Additional PMG Battery Box and mounts for Sealed Lead Acid Battery	\$ 175
200-1127-00	Additional Sealed Lead Acid (SLA) Battery-22Ah	\$ 168
200-1317-01	Additional Sealed Lead Acid Battery, Box and Mount	\$ 343
200-1046-00	PMG Metal Tamper-Proof Battery Box (Does not include battery) [primarily for 100W Solar]	\$ 430
Battery Powered "DB" Unit Options		
200-1397-00	Additional Sealed Lead Acid (SLA) Battery 22Ah w/Strap, PMG	\$ 230
200-1397-01	Battery Strap, Cable & Connector (required if supplying own batteries)	\$ 60
200-1419-00	Battery Backpack Solar Option Kit (required if adding solar)	\$ 95

200-1330-100	PMG 100W Solar Power Package	\$ 920
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	MINI TRAILER SIGNS – NEW ITEMS ADDED BY FIRST AMENDMENT		
All systems are mounted on a mini-trailer and includes YOUR SPEED sign below the PMG, 100 Ahr deep cycle battery and 6 amp smart charger			
836-0012-MT	12” Pole Mounted Speed Sign on Mini Trailer		\$ 5,665
836-0015-MT	15” Pole Mounted Speed Sign on Mini Trailer		\$ 6,240
836-0018-MT	18” Pole Mounted Speed Sign on Mini Trailer		\$ 6,865
MINI TRAILER OPTIONS			
015-0276-01	Mini-Trailer Speed Sign Support		\$ 90
015-0276-50	Mini-Trailer, Second Battery Option		\$ 175
015-0276-51	Mini-Trailer 50W Solar Panel		\$ 395
015-0276-02	Adjustable Speed Sign		\$ 295

CATEGORY D PARTS AND ACCESSORIES		
	Radar Accessories	10% discount
	Lidar Accessories	10% discount

CONTRACTOR INFORMATION

Contractor:	Kustom Signal, Inc. 9652 Loiret Blvd. Lenexa, KS 66219		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Robin Jess	
	Phone:	800-458-7866	
	Fax:		
	E-mail:	tcampos@kustomsignals.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Tony Campos	
	Phone:	800-458-7866 Ext 3025	
	Fax:		
	E-mail:	sales@kustomsignals.com	
Contractor's Website:			
Payment/Order Placement Address:	Kustom Signal, Inc. 9652 Loiret Blvd. Lenexa, KS 66219 sales@kustomsignals.com		
Credit Card Acceptance:	Visa, Master Card, American Express, Discover		
Minimum Orders:	None		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

Category A Radar Units					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Eagle II	1	EA	30 days	\$1,308.00
2	Golden Eagle II	1	EA	30 days	\$1,818.00
3	Directional Golden Eagle II	1	EA	30 days	\$2,175.00
4	Falcon HR	1	EA	30 days	\$645.00
5	Talon II	Removed by second amendment			
6	Directional Talon	1	EA	30 days	\$1,312.00
7	Raptor RP-1	1	EA	30 days	\$1,104.00
8	Eagle 3	1	EA	30 days	\$1,930.00
9	LaserCam 4	1	EA	30 days	\$5,995.00
10	ProLaser III	Removed by second amendment			
11	ProLaser 4	1	EA	30 days	\$2,195.00
12	Pro-Lite +	Removed by second amendment			
13	ProLaser 4 with TrafficTrak and Android tablet – New Item Added	1	EA	30 days	\$2,445.00

Category B Sub-Category Trailer Mounted Speed Advisory Systems					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC	Removed by second amendment			
2	PMD 450 18" 2-digit display, 120 VAC	Removed by second amendment			
3	PMD 400 12" 2-digit display, 120 VAC	Removed by second amendment			
4	PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC	Removed by second amendment			
5	PMD 18" LED RADAR Display – Modified Description	1	EA	45 days	\$3,050.00
6	PMD 275 12" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC	Removed by second amendment			
7	PMD 250 12" 2-digit display, 120 VAC	Removed by second amendment			
8	PMD 10	1	EA	60 days	\$2,524.00
9	PMD 12	1	EA	60 days	\$2,728.00
10	SMART VMS Model I changeable message sign with Kustom directional radar, 48" x 96" Full Matrix LED display, 2x 6VDC batteries, AC charger, electro-hydraulic mast, screw jacks and white paint.	1	EA	30 days	\$18,934.00
11	SMART VMS Model II changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.	1	EA	30 days	\$17,608.00
12	SMART VMS Model III changeable message sign with Kustom directional radar, 34" x 71" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.	1	EA	30 days	\$16,078.00
13	SMART VMS Model HT bundle includes changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 6x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, 80 W solar, Wi-Fi modem for local wireless access, and white paint.	1	EA	30 days	\$19,648.00
14	SMART 800 (18" Fixed Display, Fold Down Speed Limit Sign)	Removed by second amendment			
15	SMART 850 (18" Fold-Down Display & Speed Limit Sign)	Removed by second amendment			

16	SMART 650 RADAR trailer with 12" fixed display, fold down speed sign	1	EA	45 days	\$5,100.00
17	SMART 510 (12" display on 2-wheel dolly)	Removed by second amendment			
18	SMART 500 (12" display on 2-wheeler w/battery)	Removed by second amendment			
19	Stealthstat II – Modified Description	1	Each	30 days	\$3,043.00

Category D Parts & Accessories						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Kustom Signals, Inc.	Eagle II Carrying Case (CRS 287)	1	Each	30 days	\$100.00
2	Kustom Signals, Inc.	Eagle II Separation Kit (CRS 62)	1	Each	30 days	\$197.00
3	Kustom Signals, Inc.	Eagle II Kustom Signals Video Interface (CRS 60)	1	Each	30 days	\$114.00
4	Kustom Signals, Inc.	Eagle II Radar/Video ASCII Interface (CRS 179)	1	Each	30 days	\$222.00
5	Kustom Signals, Inc.	Golden Eagle II Carrying Case (CRS 287)	1	Each	30 days	\$100.00
6	Kustom Signals, Inc.	Golden Eagle II Separation Kit (CRS 61)	1	Each	30 days	\$57.00
7	Kustom Signals, Inc.	Golden Eagle II Kustom Signals Video Interface (CRS 60)	1	Each	30 days	\$114.00
8	Kustom Signals, Inc.	Golden Eagle II Radar/Video ASCII Interface (CRS 179)	1	Each	30 days	\$222.00
9	Kustom Signals, Inc.	Directional Golden Eagle Carrying Case (CRS 287)	1	Each	30 days	\$100.00
10	Kustom Signals, Inc.	Directional Golden Eagle Separation Kit (CRS 61)	1	Each	30 days	\$57.00
11	Kustom Signals, Inc.	Directional Golden Eagle Kustom Signals Video Interface (CRS 60)	1	Each	30 days	\$114.00
12	Kustom Signals, Inc.	Directional Golden Eagle Radar/Video ASCII Interface (CRS 179)	1	Each	30 days	\$222.00
13	Kustom Signals, Inc.	Falcon HR Coiled Cord Upgrade (CRS 1647)	1	Each	30 days	\$34.00
14	Kustom Signals, Inc.	Falcon HR Battery Handle with Charger (CRS 1623)	1	Each	30 days	\$229.00
15	Kustom	Falcon HR Carrying Case (CRS 7031)	1	Each	30 days	\$118.00

	Signals, Inc.					
16	Kustom Signals, Inc.	Falcon HR Kustom Signals Video Interface (CRS 1701)	1	Each	30 days	\$112.00
17	Kustom Signals, Inc.	Talon II Coiled Cord Upgrade (CRS 1647)	Removed by second amendment			
18	Kustom Signals, Inc.	Talon II Battery Handle with Charger (CRS 1623)	Removed by second amendment			
19	Kustom Signals, Inc.	Talon II Carrying Case (CRS 1629)	Removed by second amendment			
20	Kustom Signals, Inc.	Talon II Kustom Signals Video Interface (CRS 1701)	Removed by second amendment			
21	Kustom Signals, Inc.	Talon II Fastest Vehicle Option (CRS 1620)	Removed by second amendment			
22	Kustom Signals, Inc.	Talon II Same Direction Option M/S Only (CRS 1621)	1	Each	30 days	\$224.00
23	Kustom Signals, Inc.	Directional Talon II Coiled Cord Upgrade (CRS 1647)	1	Each	30 days	\$34.00
24	Kustom Signals, Inc.	Directional Talon II Battery Handle with Charger (CRS 1623)	1	Each	30 days	\$229.00
25	Kustom Signals, Inc.	Directional Talon II Carrying Case (CRS 1629)	1	Each	30 days	\$118.00
26	Kustom Signals, Inc.	Directional Talon II Kustom Signals Video Interface (CRS 1701)	1	Each	30 days	\$112.00
27	Kustom Signals, Inc.	Directional Talon II Fastest Vehicle Option (CRS 1620)	1	Each	30 days	\$180.00
28	Kustom Signals, Inc.	Directional Talon II Same Direction Option M/S Only (CRS 1621)	1	Each	30 days	\$224.00
29	Kustom Signals, Inc.	Raptor Carrying Case (CRS 845)	1	Each	30 days	\$100.00
30	Kustom Signals, Inc.	Raptor Separation Kit (CRS 842)	1	Each	30 days	\$117.00
31	Kustom Signals, Inc.	Raptor Kustom Signals Video Interface (CRS 829, 840 or 841)	1	Each	30 days	\$86.00
32	Kustom Signals, Inc.	Raptor Motorcycle Kit (CRS 843)	1	Each	30 days	\$447.00
33	Kustom Signals, Inc.	Raptor Motorcycle Doppler Audio Amp Kit w/ Speaker (CRS 853)	1	Each	30 days	\$177.00
34	Kustom Signals, Inc.	ProLaser III Coiled Cord (CRS 733)	Removed by second amendment			

35	Kustom Signals, Inc.	ProLaser III Motorcycle Holster (CRS 1730)	Removed by second amendment			
36	Kustom Signals, Inc.	ProLaser III Motorcycle Saddlebag Sleeve (CRS 2019)	Removed by second amendment			
37	Kustom Signals, Inc.	ProLaser 4 Motorcycle Holster (CRS 2015)	1	Each	30 days	\$200.00
38	Kustom Signals, Inc.	ProLaser 4 Shoulder Stock (CRS 2014)	1	Each	30 days	\$131.00
39	Kustom Signals, Inc.	ProLaser 4 Tripod Kit with Adapter (CRS 2013)	1	Each	30 days	\$126.00
40	Kustom Signals, Inc.	ProLaser 4 Motorcycle Saddlebag Sleeve (CRS 2019)	1	Each	30 days	\$76.00
41	Kustom Signals, Inc.	ProLite + Motorcycle Holster (CRS 1790-1794)	Removed by second amendment			
42	Kustom Signals, Inc.	ProLite + Tripod (CRS 1764)	Removed by second amendment			
43	Kustom Signals, Inc.	LaserCam 4 Tripod Kit (CRS 2110)	1	Each	30 days	\$699.00
44	Kustom Signals, Inc.	Brother PocketJet 763 (300 dpi) Bluetooth thermal printer with 10' DC cigarette power adapter (CRS 2125) – Modified Description	1	Each	30 days	\$699.00
45	Kustom Signals, Inc.	LaserCam 4 Video Memory of 32 GB (CRS 2112)	1	Each	30 days	\$196.00
46	Kustom Signals, Inc.	LaserCam 4 12 VDC Corded Handle - In-car Adapter (CRS 2114)	1	Each	30 days	\$252.00
47	Kustom Signals, Inc.	LaserCam 4 Add'l 3.7 VDC Li-Polymer Rechargeable Batt (CRS 2115)	1	Each	30 days	\$196.00
48	Kustom Signals, Inc.	LaserCam 4 Add'l 110/220 50/60Hz VAC Charger & Cord (CRS 2116)	1	Each	30 days	\$367.00
49	Kustom Signals, Inc.	Eagle II, Golden Eagle II, & Directional Golden Eagle II (Eagle 3 has Yr 3 included): 3rd Year Warranty (444-0002-03)	1	Each	30 days	\$227.00
50	Kustom Signals, Inc.	Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 4th Year Warranty (444-0002-04)	1	Each	30 days	\$252.00
51	Kustom Signals, Inc.	Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 5th Year Warranty (444-0002-05)	1	Each	30 days	\$277.00

52	Kustom Signals, Inc.	Falcon HR, Talon II and Direcital Talon II: 3rd Year Warranty (444-0002-03)	1	Each	30 days	\$151.00
53	Kustom Signals, Inc.	Falcon HR, Talon II and Direcital Talon II: 4th Year Warranty (444-0002-04)	1	Each	30 days	\$176.00
54	Kustom Signals, Inc.	Falcon HR, Talon II and Direcital Talon II: 5th Year Warranty (444-0002-05)	1	Each	30 days	\$201.00
55	Kustom Signals, Inc.	Raptor RP-1 RADAR: 3rd Year Warranty (444-0002-03)	1	Each	30 days	\$227.00
56	Kustom Signals, Inc.	Raptor RP-1 RADAR: 4th Year Warranty (444-0002-04)	1	Each	30 days	\$252.00
57	Kustom Signals, Inc.	Raptor RP-1 RADAR: 5th Year Warranty (444-0002-05)	1	Each	30 days	\$277.00
58	Kustom Signals, Inc.	ProLaser III & ProLite + (PL4 has a 3rd YR warranty included): 3rd Year Warranty (444-0003-03)	Removed by second amendment			
59	Kustom Signals, Inc.	ProLaser III, ProLaser 4 & ProLite+ : 4th Year Warranty (444-0003-04)	1	Each	30 days	\$402.00
60	Kustom Signals, Inc.	ProLaser III, ProLaser 4 & ProLite+ :5th Year Warranty (444-0003-05)	1	Each	30 days	\$453.00
61	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5023 Violator Alert	Removed by second amendment			
62	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5024 Violator Alert	Removed by second amendment			
63	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5025 Violator Alert	Removed by second amendment			
64	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5026 Violator Alert	Removed by second amendment			
65	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5036 Violator Alert	Removed by second amendment			
66	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5042Power Upgrade from 120 to 220 VAC (at time of order)	Removed by second amendment			
67	Kustom Signals, Inc.	Traffic Data Recording System with wireless download. Includes SMARTstat analysis and configuration software for PC & Android (CRS 1813) – Modified Description	1	Each	45 days	\$740.00
68	Kustom Signals, Inc.	14 ft. tall 4 1/2 in. diameter pole kit with base (CRS 1831) – Modified Description and unit price	1	Each	45 days	\$750.00

69	Kustom Signals, Inc.	Pole Mounted Devices: CRS 5044 PMD 2" Automotive Hitch Mount	Removed by second amendment			
70	Kustom Signals, Inc.	VMS Accessories: CRS 804 VMS Tamper Alarm	1	Each	45 days	\$97.00
71	Kustom Signals, Inc.	VMS Accessories: CRS 1539 VMS Anti-Corrosion Paint Upgrade (Includes Zinc Enriched Paint, Sealed Wiring, Galvanized Hitch & Battery Pad)	1	Each	45 days	\$2,341.00
72	Kustom Signals, Inc.	VMS Accessories: CRS 1550 Auxiliary Equipment Pedestal Wired for 12 VDS (ALPR Camera Ready)	1	Each	45 days	\$510.00
73	Kustom Signals, Inc.	VMS Accessories: CRS 1520 SMART VMS Wheel Lock	1	Each	45 days	\$152.00
74	Kustom Signals, Inc.	VMS Accessories: CRS 1521 SMART VMS Spare Tire w/Powder Coat	1	Each	45 days	\$285.00
75	Kustom Signals, Inc.	VMS Accessories: CRS 1525 SMART VMS Aluminum Wheel Upgrade	1	Each	45 days	\$505.00
76	Kustom Signals, Inc.	VMS Accessories: CRS 1526 Add VMS 80 Watt Solar Panel (Up to 3 Total)	1	Each	45 days	\$1,015.00
77	Kustom Signals, Inc.	VMS Accessories: CRS 1560 VMS AimStar Solar Assembly with 2 x 80 Watt Panels	1	Each	45 days	\$2,239.00
78	Kustom Signals, Inc.	VMS Accessories: CRS 1561 Add VMS 123 Watt Solar Panel (Up to 2 total)	1	Each	45 days	\$1,525.00
79	Kustom Signals, Inc.	VMS Accessories: CRS 1562 VMS AimStar Solar Assembly 2 x 123 Watt Panels	1	Each	45 days	\$2,943.00
80	Kustom Signals, Inc.	VMS Accessories: CRS 1551 VMS Wi-Fi Local Wireless Access	1	Each	45 days	\$607.00
81	Kustom Signals, Inc.	VMS Accessories: CRS 1552 VMS 4G Modem with GPS (Specify At&T, Verizon or Sprint) for Remote Wireless Access	1	Each	45 days	\$1,525.00
82	Kustom Signals, Inc.	VMS Accessories: CRS 1556 VMS Tongue Mounted Jack with 6" Swivel Wheel	1	Each	45 days	\$189.00
83	Kustom Signals, Inc.	VMS Accessories: CRS 1529 SMART VMS Spare Tire (Aluminum)	1	Each	45 days	\$505.00
84	Kustom Signals, Inc.	VMS Accessories: CRS 1534 Add 2x Additional Batteries (Up to 6 VMS II/III, Up to 8 VMS I)	1	Each	45 days	\$403.00

85	Kustom Signals, Inc.	VMS Accessories: CRS 1557 VMS Wireless Handheld Terminal	1	Each	45 days	\$791.00
86	Kustom Signals, Inc.	VMS Accessories: CRS 5053 Traffic Data Recording System w/Flas Card (First License Included)	1	Each	45 days	\$740.00
87	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5022 Alarm System	Removed by second amendment			
88	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5023 Violator Alert, "Slow Down" for 18" Display	Removed by second amendment			
89	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5024 Violator Alert, Red/Blue Litebar for 18" Display	Removed by second amendment			
90	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5036 Violator Alert, White LED Flash for 18" Displays	Removed by second amendment			
91	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5027 10"x50" Graphical VMS Display (Available for SMART 850/850+ only)	Removed by second amendment			
92	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5028 Extra Group 27 AGM Battery (Limit 4), Charger Upgrade	Removed by second amendment			
93	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5029 Removable Trailer Tongue	Removed by second amendment			
94	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5030 The Club Tire Claw XL	Removed by second amendment			
95	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5034 Spare Tire Upgrade, Powder Coat	Removed by second amendment			
96	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5035 13" Saw-tooth Aluminum Wheel Spare Tire Kit	Removed by second amendment			

97	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5037 13" Saw-tooth Aluminum Wheel Upgrade	Removed by second amendment			
98	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5053 Traffic Data Recording System w/Flash Card (First License Included)	1	Each	45 days	\$740.00
99	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5062 Upgrade Traffic Data Recording System w/Wireless Data Transfer	1	Each	45 days	\$271.00
100	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5061 Traffic Data Recoding Software License (Additional Seat)	1	Each	45 days	\$505.00
101	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5056 Arrowtrack GPS Tracking Theft Deterrent System	Removed by second amendment			
102	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5043 LED Trailer Lighting Package Upgrade	Removed by second amendment			
103	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5054 50 Watt Solar Panel	Removed by second amendment			
104	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5077 140 Watt Solar Panel	Removed by second amendment			
105	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5055 Trailer Cover	Removed by second amendment			
106	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5058 Locking Lug Nuts (Set of Two)	Removed by second amendment			
107	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5059 Cable Wheel Lock	Removed by second amendment			
108	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5060 2" Ball Coupler Lock Kit, Stainless Steel	Removed by second amendment			

109	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5075 Battery Capacity Upgrade: 4 x 154 A/Hr. AGM Batteries and a 4 Bank, 40 Amp Charger	Removed by second amendment			
110	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5076 Two Level (Stacked) Steel Enclosure for Two (2) ALPR Cameras, One Facing Approaching & Receding Traffic, Vandal Resistant Lexan Shielding and Waterproof Cable Run to Main Enclosure	Removed by second amendment			
111	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5025 Violator Alert, "SLOW" for 12" Display	Removed by second amendment			
112	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5026 Violator Alert, Red/Blue Litebar for 12" Display	Removed by second amendment			
113	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5063 Violator Alert Package (Buy Both "Slow" & Red/Blue Litebar for 12" Display)	Removed by second amendment			
114	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5036 Violator Alert, White LED Flash for 12" Displays	Removed by second amendment			
115	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5029 Removable Trailer Tongue (Avaialbe for SMART 650/650+ Only)	Removed by second amendment			
116	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5054 50 Watt Solar Panel (Available for SMART 12 Only) – Modified Description	1	Each	45 days	\$811.00
117	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5055 Trailer Cover (Avaialble for SMART 12 Only) – Modified Description	1	Each	45 days	\$46.00

118	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5070 Second 80 A/hr Marine Battery for Extended Operation (Available for SMART 12 Only) – Modified Description	1	Each	45 days	\$184.00
119	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5071 Upgrade Marine Battery to AGM Technology - Each (Available for SMART 650/650+ Only)	Removed by second amendment			
120	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5072 Upgrade to Built-in VAC Smart Charger (Available for SMART 650/650+ Only)	Removed by second amendment			
121	Kustom Signals, Inc.	Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5073 Spare Tire (Available for SMART 12 Only) – Modified Description	1	Each	45 days	\$220.00
122	Kustom Signals, Inc.	StealthStat: CRS 296 Replacement Batteries	Removed by second amendment			
123	Kustom Signals, Inc.	StealthStat: CRS 297 Pole Mounting Brackets	Removed by second amendment			
124	Kustom Signals, Inc.	StealthStat: CRS 298 Strap Kit	Removed by second amendment			

Additional replacement parts are available at 20% off list price. Items not listed in Category D will be quoted at time of initial unit purchase.

Additional Items Authorized						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Kustom Signals, Inc.	Eagle II (Base unit bid = single Ka-band antenna CRS 36) - Upgrade to dual antenna (CRS 39)	1	EA	30 days	\$1,461.00
2	Kustom Signals, Inc.	Golden Eagle II (Base unit bid = single Ka-band antenna CRS 54) - Upgrade to dual antenna (CRS 57)	1	EA	30 days	\$1,971.00
3	Kustom Signals, Inc.	Directional Golden Eagle II (Base unit bid = single Ka-band antenna CRS 825) - Upgrade to dual antenna (CRS 826)	1	EA	30 days	\$2,379.00
4	Kustom Signals, Inc.	Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle, Wireless Remote, 7" Dash Mount & Bracket (CRS 7001)	1	EA	30 days	\$1,145.00
5	Kustom Signals, Inc.	Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle & Same Direction Mode, Wireless Remote, 7" Dash Mount & Bracket (CRS 7002)	1	EA	30 days	\$1,364.00
6	Kustom Signals, Inc.	Talon II (Base unit bid = Stationary only, straight Corded Removable Handle, No Mount CRS 1600) - Upgrade to Moving Mode w/Pod Dash Mount & Stationary Mode w/Straight Corded Handle, Wired Remote, 7" Pod Dash Mount & Bracket (CRS 1601)	Removed by second amendment			
7	Kustom Signals, Inc.	Talon II - Upgrade to Moving & Stationary Modes, Straight Corded Handle, Wireless Remote, 7" Dash Mount w/Handle & Bracket (CRS 1660)	Removed by second amendment			
8	Kustom Signals, Inc.	Directional Talon (Base unit bid = Stationary Mode Only w/Corded Removable Handle and Fastest Vehicle Mode (Handheld no mount) CRS 1670) - Upgrade to Moving & Stationary Modes (Handle only), Corded Handle, Fastest Vehicle Mode, Same Direction Mode, Wireless Remote, 7" Dash Mount w/Handle (CRS 1671)	1	EA	30 days	\$1,863.00
9	Kustom Signals, Inc.	Directional Talon - Upgrade to Moving Mode w/Pod Mount, Stationary Mode w/Corded Handle, Fastest Vehicle Mode and Same Direction Mode, Wired Remote, 7" Pod Dash Mount (CRS 1672)	1	EA	30 days	\$1,944.00
10	Kustom Signals, Inc.	Raptor (Base unit bid = single, K-band antenna) - Upgrade to include Same Lane Mode (CRS 831)	1	EA	30 days	\$1,257.00

11	Kustom Signals, Inc.	Raptor - Upgrade to include dual, K-band antenna (CRS 832)	1	EA	30 days	\$1,350.00
12	Kustom Signals, Inc.	Raptor - Upgrade to include dual, K-band antenna with Same Lane Mode (CRS 833)	1	EA	30 days	\$1,395.00
13	Kustom Signals, Inc.	Raptor - Upgrade to single, Ka-band antenna (CRS 846)	1	EA	30 days	\$1,461.00
14	Kustom Signals, Inc.	Raptor - Upgrade to single, Ka-band antenna with Same Lane Mode (CRS 847)	1	EA	30 days	\$1,563.00
15	Kustom Signals, Inc.	Raptor - Upgrade to dual, Ka-band antenna (CRS 848)	1	EA	30 days	\$1,767.00
16	Kustom Signals, Inc.	Raptor - Upgrade to dual, Ka-band antenna with Same Lane Mode (CRS 849)	1	EA	30 days	\$1,869.00
17	Kustom Signals, Inc.	Eagle 3 (Base unit bid = single, Ka-band antenna CRS 8002) - Upgrade to dual, Ka-band antenna (CRS 8003)	1	EA	30 days	\$2,542.00
18	Kustom Signals, Inc.	PMD 475 - Upgrade to PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC w/Solar Power 140W for PMD 400/450/475(CRS 5065/CRS 5038)	Removed by second amendment			
19	Kustom Signals, Inc.	PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 50 Watt (CRS5014/CRS 5045)	Removed by second amendment			
20	Kustom Signals, Inc.	PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 140 Watt (CRS 5014/CRS 5031)	Removed by second amendment			
21	Kustom Signals, Inc.	PMD 250 - Upgrade to PMD 250 12" 2-Digit display w/ Solar Power 50 Watt (CRS 5019/CRS 5046)	Removed by second amendment			
22	Kustom Signals, Inc.	PMD 10 - Upgrade With Solar (50W) (CRS 5103)	1	EA	45 days	\$3,163.00
23	Kustom Signals, Inc.	PMD 12 - Upgrade With Solar (50W) (CRS 5104)	1	EA	45 days	\$3,367.00
24	Kustom Signals, Inc.	SMART 800 - Upgrade to SMART 800+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5004)	Removed by second amendment			
25	Kustom Signals, Inc.	SMART 850 - Upgrade to SMART 850+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5008)	Removed by second amendment			
26	Kustom Signals, Inc.	SMART 650 - Upgrade to SMART 650+ RADAR trailer bundle includes 12" fixed display, fold down speed sign, red/blue flashing bars & red "SLOW" LEDs violator alerts, & traffic statistics computer. (CRS 5003)	Removed by second amendment			

CONTRACTOR INFORMATION

Contractor:	Laser Technology, Inc. 6912 S. Quentin Street Centennial, CO 80112		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Cheri Miller	
	Phone:	303-649-1000	
	Fax:		
	E-mail:	cmiller@lasertech.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Cheri Miller	
	Phone:	303-649-1000	
	Fax:		
	E-mail:	cmiller@lasertech.com	
Contractor's Website:			
Payment/Order Placement Address:	Laser Technology, Inc. 6912 S. Quentin Street Centennial, CO 80112 (877) 696-2584 bids@lasertech.com		
Credit Card Acceptance:	Visa, Master Card,		
Minimum Orders:	None		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

Category A Radar Units					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	TruSpeed	1	EA	30	\$1,695.00
2	TruSpeed LR	1	EA	30	\$1,995.00
3	TruSpeed S	1	EA	30	\$1,395.00
4	TruSpeed SXB	1	EA	30	\$1,995.00
5	Ultralyte 100 LR	Removed by First Amendment			
6	Ultralyte LR B	Removed by First Amendment			
7	LTI TruVision	1	EA	30	\$5,995.00

Category C Crash Reenactment Systems						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Laser Technology, Inc.	Total Pro Accident Investigation Kit	1	Kit	30	\$785.00
2	Laser Technology, Inc.	TruAngle Accident Investigation Kit (TruAngle encoder sold separately, please see Category D Parts & Accessories)	1	Kit	30	\$1,070.00
3	Laser Technology, Inc.	QuickMap 3D Android Data Collector Basic Pkg	1	Kit	30	\$1,425.00
4	Laser Technology, Inc.	Trupoint 300 Incident Mapping Package	1	Kit	30	\$2,740.00
5	Laser Technology, Inc.	Training for Speed Equipment or Mapping Equipment/Software (2 Days up to 8 people)	1	Each	30	\$1,750.00
6	Laser Technology, Inc.	Mapstar TruAngle	1	Each	30	\$1,166.00
7	Laser Technology, Inc.	TruPulse 200X	1	Each	30	\$1,616.00
8	Laser Technology, Inc.	TruPoint 300	1	Each	30	\$974.00
9	Laser Technology, Inc.	QUICKMAP 3D V6.X SOFTWARE W/USERS GUIDE	1	Each	30	\$546.00
10	Laser Technology, Inc.	FARO ZONE 2D INCIDENT MAPPING SOFTWARE (E-Delivery) [Part Number: #3204743] – Modified by First Amendment	1	Each	30	\$380.00
11	Laser Technology, Inc.	FARO ZONE 3D INCIDENT MAPPING SOFTWARE (E-Delivery) [Part Number: #3204744] – Modified by First Amendment	1	Each	30	\$2,370.00
12	Laser Technology, Inc.	MICROSURVEY IMS MAP360 SFTWRE & CCP PKG	1	Each	30	\$1,705.00
13	Laser Technology, Inc.	QUICKMAP 3D ANDROID SOFTWARE	1	Each	30	\$565.00
14	Laser Technology, Inc.	QUICKMAP 3D iOS SOFTWARE	1	Each	30	\$565.00
15	Laser Technology, Inc.	QUICKMAP 3D V 6.X USERS GUIDE	1	Each	30	\$89.00

Category D Parts & Accessories						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Laser Technology, Inc.	TruVISION DBC Option	1	Each	30	\$395.00
2	Laser Technology, Inc.	IMPULSE/ULTRALYTE CARRYING CASE	1	Each	30	\$58.00
3	Laser Technology, Inc.	20"LTI 4-PIN (STRAIGHT) TO LTI 4-PIN (RIGHT ANGLE)	1	Each	30	\$40.00
4	Laser Technology, Inc.	ULTRALYTE BATTERY ELIMINATOR	1	Each	30	\$250.00
5	Laser Technology, Inc.	ULTRALYTE 2X CONVERTER	1	Each	30	\$264.00
6	Laser Technology, Inc.	TALL LASER SIDE BRACKETS - MSTA	1	Each	30	\$53.00
7	Laser Technology, Inc.	ULTRALYTE YOKE FOR TRUANGLE	Removed by First Amendment			
8	Laser Technology, Inc.	ULTRALYTE YOKE & MOUNTING ASSEMBLY	Removed by First Amendment			
9	Laser Technology, Inc.	ULTRALYTE MOUNTING ASSEMBLY	Removed by First Amendment			
10	Laser Technology, Inc.	ULTRALYTE "L" YOKE W/O MOUNT	Removed by First Amendment			
11	Laser Technology, Inc.	PELICAN HARD CASE FOR ULTRALYTE	1	Each	30	\$175.00
12	Laser Technology, Inc.	36" LTI 4-PIN TO DB9 DOWNLOAD CABLE	1	Each	30	\$58.00
13	Laser Technology, Inc.	36" LTI 4-PIN TO DB9 SERIAL CABLE, REMOTE HARD WIRED TRIGGER	1	Each	30	\$58.00
14	Laser Technology, Inc.	36" LTI 4-PIN TO DB9 DOWNLOAD CABLE W/ REMOTE TRIGGER BUTTON	1	Each	30	\$85.00
15	Laser Technology, Inc.	ULTRALYTE USER MANUAL	1	Each	30	\$89.00
16	Laser Technology, Inc.	TRUSPEED CARRYING CASE W/ FOAM	1	Each	30	\$64.00
17	Laser Technology, Inc.	TRUSERIES 3.5X MAGNIFIER W/POUCH [PART NUMBER: #7035187] - MODIFIED BY FIRST AMENDMENT	1	Each	30	\$106.00
18	Laser	TRUSPEED/TRUCAM TRIPOD YOKE MOUNT	1	Each	30	\$64.00

	Technology, Inc.					
19	Laser Technology, Inc.	PELICAN HARD CASE W/ FOAM FOR TRUCAM/TRUSPEED	1	Each	30	\$157.00
20	Laser Technology, Inc.	TRUSPEED BATTERY ELIMINATOR	1	Each	30	\$140.00
21	Laser Technology, Inc.	TRUSPEED/TRUCAM SHOULDER STOCK	1	Each	30	\$21.00
22	Laser Technology, Inc.	TRUSPEED USER'S MANUAL	1	Each	30	\$89.00
23	Laser Technology, Inc.	TRUSPEED LR USER'S MANUAL	1	Each	30	\$89.00
24	Laser Technology, Inc.	TRUSPEED S SERIES PREMIUM SOFT CASE	1	Each	30	\$30.00
25	Laser Technology, Inc.	NOVAGRADE UNIVERSAL TABLET ADAPTER	1	Each	30	\$212.00
26	Laser Technology, Inc.	NOVAGRADE UNIVERSAL PHONE ADAPTER	1	Each	30	\$127.00
27	Laser Technology, Inc.	CR 123A BATTERY	1	Each	30	\$3.00
28	Laser Technology, Inc.	TRUSPEED S SERIES MOUNTING BRACKET FOR STAFF	1	Each	30	\$72.00
29	Laser Technology, Inc.	TRUSPEED S SERIES MOUNTING BRACKET FOR TRUANGLE	1	Each	30	\$108.00
30	Laser Technology, Inc.	TRUSPEED S SERIES FOLIAGE FILTER W/TETHER	1	Each	30	\$51.00
31	Laser Technology, Inc.	TRUSPEED S SERIES PELICAN PREMIUM HARD CASE	1	Each	30	\$54.95
32	Laser Technology, Inc.	TRUSPEED S SERIES BATTERY DOOR ASSEMBLY	1	Each	30	\$12.00
33	Laser Technology, Inc.	TRUSPEED S USER'S MANUAL	1	Each	30	\$89.00
34	Laser Technology, Inc.	TRUSPEED SXB USER'S MANUAL	1	Each	30	\$89.00
35	Laser Technology, Inc.	TRUCAM II/TRUVISION POLARIZING FILTER RING	1	Each	30	\$18.00
36	Laser Technology, Inc.	TRUCAM LCD STYLUS	1	Each	30	\$2.00
37	Laser Technology, Inc.	TRUCAM II/TRUVISION SUN SHADE	1	Each	30	\$9.00
38	Laser Technology, Inc.	TRUCAM/PICO LR 12V CAR CHARGER CABLE ASSEMBLY	1	Each	30	\$30.00

39	Laser Technology, Inc.	WOOSIM 4" PRINTER PAPER	1	Each	30	\$2.50
40	Laser Technology, Inc.	TRUCAM/PICO LR BATTERY PACK CHARGER w/PLUGS	1	Each	30	\$34.00
41	Laser Technology, Inc.	WOOSIM 4" WI-FI PRINTER	1	Each	30	\$594.00
42	Laser Technology, Inc.	32 GB HIGH CAPACITY SD CARD	1	Each	30	\$30.00
43	Laser Technology, Inc.	SDHC CARD READER	1	Each	30	\$12.00
44	Laser Technology, Inc.	TRUVISION VIEWER SOFTWARE	1	Each	30	\$85.00
45	Laser Technology, Inc.	CUSTOM DIGI-CAM TRIPOD (SUGGESTED TRIPOD FOR TRUCAM/SR)	1	Each	30	\$251.00
46	Laser Technology, Inc.	TruCAM I BATTERY PACK (PART NUMBER #7024922) – Modified By First Amendment	1	Each	30	\$149.00
47	Laser Technology, Inc.	TRUCAM II/TRUVISION HIGH CAPACITY BATTERY PACK	1	Each	30	\$149.00
48	Laser Technology, Inc.	TRUCAM FIELD PRINTER SOFTWARE KIT	1	Each	30	\$200.00
49	Laser Technology, Inc.	TRUCAM II/TRUVISION PELICAN HARD CASE	1	Each	30	\$157.00
50	Laser Technology, Inc.	TRUCAM DB9 SERIAL CABLE ASSEMBLY	1	Each	30	\$81.00
51	Laser Technology, Inc.	TRUCAM FIELD PRINTER CABLE ASSEMBLY (16.5ft) (5m)	1	Each	30	\$115.00
52	Laser Technology, Inc.	TRUCAM USER MANUAL	1	Each	30	\$89.00
53	Laser Technology, Inc.	TRUVISION USERS MANUAL	1	Each	30	\$89.00
54	Laser Technology, Inc.	5/8-11 TO 1/4-20 INSERT - TRUANGLE	1	Each	30	\$13.00
55	Laser Technology, Inc.	5/8-11 TO 3/8-16 INSERT - TRUANGLE	1	Each	30	\$13.00
56	Laser Technology, Inc.	TRIBRACH w/LASER PLUMMET (PART NUMBER 7024922) – Modified by First Amendment	1	Each	30	\$169.00
57	Laser Technology, Inc.	FIXED TRIBRACH ADAPTER	1	Each	30	\$40.00
58	Laser Technology, Inc.	ROTATING TRIPOD BRACKET	Removed by First Amendment			
59	Laser	TRIPOD PRISM SHERPA	1	Each	30	\$41.00

	Technology, Inc.					
60	Laser Technology, Inc.	ARCHER 2 DATA COLLECTOR	Removed by First Amendment			
61	Laser Technology, Inc.	ARCHER 2 CRADLE	Removed by First Amendment			
62	Laser Technology, Inc.	TABLET XGRIP CRADLE Modified by First Amendment	1	Each	30	\$34.00
63	Laser Technology, Inc.	CLAW MOUNTING BASE W/ARM	1	Each	30	\$41.00
64	Laser Technology, Inc.	8" RUGGEDIZED ANDROID TABLET (PART NUMBER 3255114) – Modified by First Amendment	1	Each	30	\$764.00
65	Laser Technology, Inc.	SURVEY TRIPOD	1	Each	30	\$142.00
66	Laser Technology, Inc.	POLE CLAMP; HOLDS CRADLE	1	Each	30	\$64.00
67	Laser Technology, Inc.	QUICK RELIEF ADAPTER F 5/8X11	1	Each	30	\$25.00
68	Laser Technology, Inc.	5/8" THREADED STAFF QUICK RELEASE	1	Each	30	\$119.00
69	Laser Technology, Inc.	SHORT LASER SIDE BRACKETS - MSTA	1	Each	30	\$53.00
70	Laser Technology, Inc.	IMPULSE RIGHT SIDE MOUNTING BRACKET FOR MSTA	1	Each	30	\$48.00
71	Laser Technology, Inc.	STROBE PRISM ASSY W/ 6 BATTERIES PKG	1	Each	30	\$276.00
72	Laser Technology, Inc.	PELICAN PREMIUM HARD CASE W/FOAM FOR TRUANGLE	1	Each	30	\$210.00
73	Laser Technology, Inc.	72" LTI 4-PIN TO DB9 DOWNLOAD CABLE	1	Each	30	\$67.00
74	Laser Technology, Inc.	60" LTI 4-PIN TO DB9 SERIAL CABLE REMOTE HARD WIRED TRIGGER	1	Each	30	\$58.00
75	Laser Technology, Inc.	5" LTI 4-PIN (RIGHT ANGLE) TO DB9 CONNECTOR	1	Each	30	\$45.00
76	Laser Technology, Inc.	MAPSTAR ANGLE ENCODER USER MANUAL	1	Each	30	\$89.00
77	Laser Technology, Inc.	MAPSTAR TRUANGLE USER MANUAL	1	Each	30	\$17.00
78	Laser Technology, Inc.	TRUSPEED S SERIES EYE PIECE CAP	1	Each	30	\$5.00
79	Laser	TRUPULSE LANYARD/NECK STRAP	1	Each	30	\$4.00

	Technology, Inc.					
80	Laser Technology, Inc.	LTI TREK POD GO! W/ NON-MAGNETIC BALL HEAD 1/4-20	1	Each	30	\$205.00
81	Laser Technology, Inc.	LTI T'POD W/ NON-MAGNETIC BALL HEAD 1/4-20	1	Each	30	\$98.00
82	Laser Technology, Inc.	NON-MAGNETIC BALL HEAD 1/4-20	1	Each	30	\$27.00
83	Laser Technology, Inc.	LTI WINDOW MOUNT PLUS W/MAG MOUNT	1	Each	30	\$80.00
84	Laser Technology, Inc.	TP TACTICAL INTERFACE SOFTWARE & USERS GUIDE CD	1	Each	30	\$18.00
85	Laser Technology, Inc.	LAA 300 LASER AIMING ASSIST	1	Each	30	\$131.00
86	Laser Technology, Inc.	CT7G USB CABLE	Removed by First Amendment			
87	Laser Technology, Inc.	CT7G US PLUG CHARGER	Removed by First Amendment			
88	Laser Technology, Inc.	TRAVEL CASE TREK POD	1	Each	30	\$36.00
89	Laser Technology, Inc.	LTI 4 FT TRIPOD	1	Each	30	\$67.00
90	Laser Technology, Inc.	TRUPULSE 200/B & 360/B MOUNTING BRACKET	1	Each	30	\$71.00
91	Laser Technology, Inc.	IMPULSE/TRUPULSE YOKE (L BRACKET)	1	Each	30	\$95.00
92	Laser Technology, Inc.	TRUPULSE FOLIAGE FILTER	Removed by First Amendment			
93	Laser Technology, Inc.	TRUPOINT MAPPING PKG PELICAN CASE	1	Each	30	\$172.00
94	Laser Technology, Inc.	TRUSPEED S SERIES EYE PIECE TWIST UP ASSY	1	Each	30	\$37.00
95	Laser Technology, Inc.	TRUPULSE 200X USERS MANUAL (CD)	1	Each	30	\$18.00
96	Laser Technology, Inc.	SPEEDSTAT SOFTWARE FOR WINDOWS (PART NUMBER 3204746-E) Modified by First Amendment	1	Each	30	\$280.00
97	Laser Technology, Inc.	SPEEDSTAT 2.X TRAFFIC DATA COLLECTION SYSTEM SOFTWARE MANUAL	Removed by First Amendment			
98	Laser Technology, Inc.	ARCHER2 AC WALL CHARGER	Removed by First Amendment			
99	Laser	ARCHER2 VEHICLE CHARGER	Removed by First Amendment			

	Technology, Inc.					
100	Laser Technology, Inc.	LTI 4 PIN TO MINI USB CABLE	Removed by First Amendment			
101	Laser Technology, Inc.	CT7G USB CABLE	1	Each	30	\$10.00
102	Laser Technology, Inc.	ARCHER2 REPLACEMENT LI-ION BATTERY	Removed by First Amendment			
103	Laser Technology, Inc.	USB TO SERIAL ADAPTER CABLE	1	Each	30	\$25.00
104	Laser Technology, Inc.	8'5" PRISM POLE	1	Each	30	\$170.00
105	Laser Technology, Inc.	QUICK RELEASE CRADLE- BAP/JUNO	Removed by First Amendment			
106	Laser Technology, Inc.	IMPULSE/MAPSTAR STAFF	1	Each	30	\$206.00
107	Laser Technology, Inc.	BI-POD LEGS	1	Each	30	\$165.00
108	Laser Technology, Inc.	IMPULSE MOUNTING PLATE ASSEMBLY	Removed by First Amendment			
109	Laser Technology, Inc.	IMPULSE YOKE & MOUNTING PLATE ASSEMBLY	Removed by First Amendment			
110	Laser Technology, Inc.	TRUPOINT 300 MAPPING PRISM KIT	1	Each	30	\$135.00
111	Laser Technology, Inc.	TRUSPEED/TRUCAM FRONT RIGHT HANDLE GRIP	1	Each	30	\$5.00
112	Laser Technology, Inc.	TRUSPEED/TRUCAM FRONT LEFT HANDLE GRIP	1	Each	30	\$5.00
113	Laser Technology, Inc.	TRUSPEED/TRUCAM REAR RIGHT HANDLE GRIP	1	Each	30	\$5.00
114	Laser Technology, Inc.	TRUSPEED/TRUCAM REAR LEFT HANDLE GRIP	1	Each	30	\$5.00
115	Laser Technology, Inc.	TRUCAM BATTERY PACK BUMPER	1	Each	30	\$5.00
116	Laser Technology, Inc.	TRUCAM SD CARD COVER	1	Each	30	\$3.00
117	Laser Technology, Inc.	TRUCAM CAMERA COVER	1	Each	30	\$1.00
118	Laser Technology, Inc.	TRUSPEED BATTERY PACK BUMPER	1	Each	30	\$3.00
119	Laser Technology, Inc.	TRUSPEED/TRUCAM/ULTRALYTE 30MM POLARIZING FILTER	1	Each	30	\$15.00

120	Laser Technology, Inc.	IMPULSE BATTERY CAP ASSEMBLY	1	Each	30	\$19.00
121	Laser Technology, Inc.	ULTRALYTE BATTERY CAP	1	Each	30	\$23.00
122	Laser Technology, Inc.	TRUSPEED SERIES BATTERY PACK	1	Each	30	\$21.00

Additional Items			
1	Laser Technology, Inc.	PULSEMINI (MPH)	Removed by First Amendment
2	Laser Technology, Inc.	TUNING FORK, K-BAND 65MPH/104.6 KPH	Removed by First Amendment
3	Laser Technology, Inc.	EARPHONES FOR PULSEMINI (3.5MM)	Removed by First Amendment

CC191825004
CONTRACTOR INFORMATION

Contractor:	MPH Industries, Inc. 316 East Ninth Street Owensboro, KY 42303		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	John Broxon	
	Phone:	888-689-9222	
	Fax:		
	E-mail:	jhbroxon@mphindustries.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Toni Thompson	Brandy Atherton
	Phone:	888-689-9222	888-689-9222
	Fax:		
	E-mail:	tlthompson@mphindustries.com	bmatherton@mphindustries.com
	Region	Eastern & Western, US	Midwestern, Southwestern US & Great Plains
Contractor's Website:			
Payment/Order Placement Address:	MPH Industries, Inc. 316 East Ninth Street Owensboro, KY 42303		
Credit Card Acceptance:	None		
Minimum Orders:	None		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

Category A Radar / Lidar Units					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	BEE III (K-band, single antenna, Model BEE-1K)	1	EA	30 days	\$1,349.00
2	Enforcer (Ka-band, single antenna, Model ENF-1KA)	1	EA	30 days	\$1,379.00
3	Python III (K-band, single antenna, Model PYTSTD-1K)	1	EA	30 days	\$885.00
4	Ranger (EZ K-band, single antenna, Model RNG-1K)	1	EA	30 days	\$1,859.00
5	SpeedGun Pro (corded, stationary version, Model SPG-CORD)	1	EA	30 days	\$1,229.00
6	SpeedLaser B	1	EA	30 days	\$5,000.00
7	SpeedLaser R	1	EA	30 days	\$5,000.00
8	SpeedLaser S	1	EA	30 days	\$5,000.00
9	SpeedLaser T	1	EA	30 days	\$5,000.00
10	Sure Shot (Model SURESHOT-BAS)	1	EA	30 days	\$2,399.00

Category B Sub-Category Trailer Mounted Speed Advisory Systems					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	Speed Monitor IV, basic package	SM4-12V	EA	30 days	\$2,018.00
2	Crossing Guardian, basic package	CROSSGRD-BAS	EA	30 days	\$3,015.00
3	Speed Guardian, AC, basic package	SPDGD-AC	EA	30 days	\$2,216.00
4	Speed Guardian, solar, basic package	SPDGD-SOLAR	EA	30 days	\$3,908.00
5	Speed Monitor F, AC, basic package	SMF-AC	EA	30 days	\$4,202.00
6	Speed Monitor F, solar, basic package	SMF-SOLAR	EA	30 days	\$6,055.00
7	Street Scout Trailer, basic package	SCOUT-BAS	EA	30 days	\$5,400.00
8	Speed Patrol Trailer, basic package	SPDPAT-BAS	EA	30 days	\$7,364.00
9	Speed Monitor 18 Trailer, basic package	SMT18-BAS	EA	30 days	\$9,899.00
10	Full matix trailer, 3 line, basic package	MATRIX-3L-BAS	EA	30 days	\$21,559.00
11	TrafficStat traffic statistics unit	TSTAT-BAS	EA	30 days	\$2,400.00

Category D Parts & Accessories						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	MPH Industries	Rear antenna kit for Python III K-band radar	REARANT-PYT-K	Each	30 days	\$294.00
2	MPH Industries	Rear antenna kit for Python III Ka-band radar	REARANT-PYT-KA	Each	30 days	\$405.00
3	MPH Industries	Upgrade Python 3 radar to add fastest vehicle and same direction modes	UPGRADE-FS-PYT3	Each	30 days	\$129.98
4	MPH Industries	Rear antenna kit for BEE III K-band radar	REARANT-BEE-K	Each	30 days	\$450.00
5	MPH Industries	Rear antenna kit for BEE III Ka-band radar	REARANT-BEE-KA	Each	30 days	\$529.00

6	MPH Industries	Upgrade BEE III Ka-band radar to the waterproof motorcycle unit.	UPGRADE-MOTO-BEEKA	Each	30 days	\$350.00
7	MPH Industries	Add speedometer interface (CAN or VSS) to BEE III	SPDINTF-BEE	Each	30 days	\$100.00
8	MPH Industries	Rear antenna kit for Enforcer Ka-band radar	REARANT-ENF-KA	Each	30 days	\$480.00
9	MPH Industries	Rear antenna kit for Ranger EZ Ka-band radar	REARANT-RNG-KA	Each	30 days	\$526.00

Additional Items Authorized						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	MPH Industries	Speedgun Pro, Battery version	SPG-BAT	Each	30 days	\$1,375.00
2	MPH Industries	Speedgun Pro, Dash-mounted version	SPG-DASH	Each	30 days	\$1,597.00
3	MPH Industries	Python III standard model with one Ka-band antenna	PYTSTD-1KA	Each	30 days	\$1,243.00
4	MPH Industries	BEE III standard model with one Ka-band antenna	BEE3-1KA	Each	30 days	\$1,470.00
5	MPH Industries	Bluetooth option for TrafficStat	OPT-TSTAT-BT	Each	30 days	\$150.00
6	MPH Industries	Solar recharger option for TrafficStat	OPT-TSTAT-SOL	Each	30 days	\$395.00

CC191825005
CONTRACTOR INFORMATION

Contractor:	DragonEye Technology, LLC 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30039		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Debra Shaw	
	Phone:	770-441-7712 x152	
	Fax:		
	E-mail:	dshaw@dragoneytech.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Debra Shaw	Lane Mitcham
	Phone:	770-441-7712 x152	770-441-7712 x 153
	Fax:		
	E-mail:	dshaw@dragoneytech.com	lmitcham@dragoneytech.com
	Region		
Contractor's Website:			
Payment/Order Placement Address:	DragonEye Technology, LLC 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30039		
Credit Card Acceptance:	Visa, Master Card, American Express, Discover		
Minimum Orders:	None		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

Category A Lidar Units					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Compact Speed Lidar – Model: 230228-01 Includes: Soft Pack Case, 4 AA-Rechargeable batteries with charger; Electronic Copy Operator's Manual; Laminated Quick Reference Card, 1-Year Standard Warranty	1	EA	10	\$1,549.00
2	DragonEye Compact Speed Lidar – Model: 40120-01 Includes: Hard Shell Case, 2 C-C batteries; Electronic Copy Operator's Manual; Laminated Quick Reference Card, 2-Year Standard Warranty	1	EA	10	\$2,149.00

Category D Parts & Accessories						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Tech	DragonEye Speed Lidar (DESL) Harley Rear Mount Motor Holster Part #30696	1	Each	10 days	\$395.00
2	DragonEye Tech	DESL Harley FRONT Mount Motor Holster, Part #30983	1	Each	10 days	\$425.00
3	DragonEye Tech	DESL BMW Motor Holster Part #30985	1	Each	10 days	\$395.00
4	DragonEye Tech	DESL Set of four (4) C-cell Rechargeable Batteries Part #30478	1	Set of 4	10 days	\$59.00
5	DragonEye Tech	DESL C-cell Battery Charger Part #30477	1	Each	10 days	\$55.00
6	DragonEye Tech	DESL 12 Volt DC (vehicle socket) power cord. Part #30850	1	Each	10 days	\$74.95
7	DragonEye Tech	Compact Lidar, BMW Motor Holster Part #30985	1	Each	10 days	\$395.00
8	DragonEye Tech	Compact Lidar Harley Front Mount Motor Holster. Part #31000	1	Each	10 days	\$425.00
9	DragonEye Tech	Compact Lidar Charger/Battery Kit Part #30660	1	Each	10 days	\$42.00

Additional Items Authorized						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Technologies LLC	DragonEye Speed Lidar GPS Data Collection Unit – Model: 40121-01 Includes: Hard Shell Case; 2 C-cell Batteries; Electronic Copy Operator’s Manual; Laminated Quick Reference Card. 2-Year Standard Warranty	1	Each	30 days	\$2,495.00
2	DragonEye Technologies LLC	DragonEye Compact Lidar w/Bluetooth Interface Model: 30228-01BT Includes: Soft Pack Case; 4 AA-Rechargeable batteries with charger; Electronic Copy Operator’s Manual; Laminated Quick Reference Card. 1-Year Standard Warranty	1	Each	30 days	\$1,649.00
3	DragonEye Technologies LLC	DragonEye Speed Lidar with Wireless Thermal Printer - Model: 40336-01 Includes: 2 inch width, Bluetooth Thermal Printer, Hard Shell Case; 2 C-cell; Electronic Copy Operator’s Manual; Laminated Quick Reference Card. 2-Year Standard Warranty	1	Each	30 days	\$2,795.00

**State of Missouri
Office of Administration
Division of Purchasing
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** **Police Radar/Lidar Enforcement and Speed Advisory Systems, Parts and Accessories**

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102

You may also e-mail form to the buyer as an attachment at

tammy.michel@oa.mo.gov



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police

AGENDA ITEM: Resolution 964, MoDOT Hazardous Moving Violation Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 964, authorizing the Mayor to sign the contract with the Missouri Highway and Transportation Commission for the Hazardous Moving Violation Enforcement Grant.

SUMMARY:

Approval of these items will authorize the Mayor to sign a contract with the Missouri Highway and Transportation Commission for funds, in the amount of \$5,770, for overtime operations, one dash-mounted vehicle radar unit and funding for the Missouri Law Enforcement Traffic Safety Advisory Council Conference.

PREVIOUS ACTION:

This is an annual grant application.

POLICY ISSUE:

Receipt of this grant funding would provide funding for the approximately 48 hours of dedicated enforcement of hazardous moving violations. This grant funding will also allow for the replacement of one vehicle-mounted radar unit and fund the attendance of two Officers at the annual LETSAC conference. This grant funds 100% of the project.

FINANCIAL CONSIDERATIONS:

No financial impacts are projected.

ATTACHMENTS:

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

RESOLUTION 964

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING FUND ADDITIONAL ENFORCEMENT, TRAINING AND THE PURCHASE OF ONE (1) DASH MOUNTED RADAR.

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Missouri Department of Transportation, Department of Highway Safety grant program; and

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund additional enforcement, training and the purchase of one dash mounted radar.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Version: 1

06/08/2021

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 22-PT-02-121
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2021

Federal Funds Benefiting	
State:	
Local:	\$5,770.00
Total:	\$5,770.00

Source of Funds	
Federal:	\$5,770.00
State:	
Local:	\$0.00
Total:	\$5,770.00

Prepared By
Wilson, Scott

Name of Grantee
Smithville Police Dept.

Grantee County
Clay

Grantee Address
107 W Main St.

Smithville, MO 64089-9384

Telephone
816-532-0500

Fax
816-532-3990

Contract Period
Effective: 10/01/2021
Through: 09/30/2022

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$5,770.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D.** Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E.** A unique identifier (DUNS);
- F.** The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G.** Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper

manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.

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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. VENUE 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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 participation in this transaction 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.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Speed and aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 51 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed related.

The City of Smithville is located in the northwest corner of Clay County and extends into Platte County to the west. The city is bordered to the north by Clinton County. US-169 Highway is the main thoroughfare running north and south the entire length of the city. US-169 highway is one of two main routes from downtown Kansas City to Saint Joseph. US-169 Highway is intersected by MO-92 Highway; which goes to Leavenworth, KS to the west and Excelsior Springs, MO to the east. The City of Smithville is near three major interstates: I-435 is approximately 1 mile south of our city limits, I-35 is approximately 12 miles east of our city limits, and I-29 is approximately 12 miles west of our city limits. The City of Smithville is located next to Smithville Lake, which attracts millions of vehicles and visitors throughout the year. A high influx of traffic is experienced even more on holidays such as Memorial Day, July 4th and Labor Day, as many travel to the lake to take place in different holiday related events and recreational activities. This influx of vehicles brings with it an increased number of motorists who operate in a hazardous manner.

Based on available LETS data from calendar years 2018, 2019 and 2020 there were 392 traffic crashes on public roadways within the Smithville city limits. Of these 392 crashes, 87 crashes (22%) resulted in 128 injuries and 2 fatalities.

While investigating crashes in the city, 765 contributing factors were identified by officers. The top three contributing factors were failing to yield (11.8%), inattention (11.1%) and following too close (10.0%). These three factors were present in 30% of all crashes. Speed, including too fast for conditions and exceeding the posted limit, were identified as probable contributing circumstances 64 times (8%).

Using available data from the Missouri State Highway Patrol from 2017-2019, there were a total of 17,093 motor vehicle crashes in Clay County and the City of Smithville. Of those 17,093 crashes, 4,053 resulted in personal injury and fatalities. Speed was involved in 736 of the 17,093 crashes and distracted driving was involved in 1,990 crashes.

The following shows comparative analysis of where Smithville, and Clay and Platte Counties rank as compared to other cities and counties in Missouri.

Speed Involved Crashes:

Smithville - 64
Clay County - 2,379
Platte County - 1,196

Fatal and Personal Injury Speed Involved Crashes:

Smithville - 20
Clay County - 736
Platte County - 341

Distraction Involved Crashes:

Smithville - 79
Clay County - 1,756
Platte County - 686

Fatal and Personal Injury Distraction Involved Crashes:

Smithville - 27
Clay County - 516
Platte County - 172

The top crash locations in Smithville involve the US 169 Highway corridor and intersecting streets of the corridor that run through our jurisdiction, to include MO-92 Highway. Nearly 28% of all crashes in the city take place along US-169 Highway.

Nearly half (48%) of crashes occur in two blocks of time, 7:00-8:00 a.m. and 2:00-7:00 p.m. This time represents morning and afternoon rush hour, as well as school release times.

The Smithville Police Department has eight marked patrol cars, all of which are equipped with dash mounted radar units to allow all officers to conduct speed enforcement. These units are beginning to age and have reduced functionality.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 7.49 percent in speed/aggressive driving-related fatalities from 2014 to 2018, Missouri is projecting a five-year average of 343.7 speed related fatalities by December 31, 2021.

Reduce the number of crashes occurring in the City of Smithville by 7.2%, bringing our total number of crashes below 400.
Reduce the number of injuries caused by crashes by 7.2% will bring the number of injured parties below 180.

PROJECT DESCRIPTION

Officers will conduct one hazardous moving violation grant period per month . Each grant period will consist of one officer working four hours for each grant period. Grants will be conducted through all twelve months of the year. Additionally, we will sent two officers who show an interest in traffic safety to the LETSAC conference held each year near the Lake of the Ozarks. We will replace three (3) dash mounted radar units this fiscal year.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. For the past several years, our department has been at less than maximum staffing. At the time of this application, we are currently down 4 officers, almost 25% of our patrol division.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	

18	Total number of DWI violations written by your agency.	78
19	Total number of speeding citations written by your agency.	450
20	Total number of HMV citations written by your agency.	726
21	Total number of child safety/booster seat citations written by your agency.	7
22	Total number of safety belt citations written by your agency.	1
23	Total number of warnings issued.	1437

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	476
25	Total number of traffic crashes resulting in a fatality.	2
26	Total number of traffic crashes resulting in a serious injury.	96
27	Total number of speed-related traffic crashes.	69
28	Total number of speed-related traffic crashes resulting in a fatality.	1
29	Total number of speed-related traffic crashes resulting in a serious injury.	16
30	Total number of alcohol-related traffic crashes.	20
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	1
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	16
36	Total number of commissioned patrol and traffic officers.	10
37	Total number of commissioned law enforcement officers available for overtime enforcement.	14
38	Total number of vehicles available for enforcement.	8
39	Total number of radars/lasers.	10
40	Total number of in-car video cameras.	8

41 Total number of PBTs. 8

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

US-169 Highway will be the primary enforcement location, including the intersections of MO-92, Park Drive, 180th and 188th Streets.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

Enforcement activities will take place during all twelve months, with an emphasis on holidays and other special events taking place in and around Smithville.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement activities will take place on all days of the week, as there is no significant change between days of the week.

47 Enter the time of day in which enforcement will be conducted.

Enforcement activities will focus on our highest crash times including 7:00-8:00 a.m. and 2:00-7:00 p.m.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Dash mounted radar units are beginning to experience reduced functionality due to the age of the units, approximately eight years. New units will replace the oldest units in service and will bring new technology to track speeds and collect data.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

We will monitor enforcement and crash data in targeted areas to determine if increasing enforcement reduces the number of crashes caused by hazardous moving violations, adjusting enforcement days, times and locations to have the greatest impact.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Radar	Kustom Signals, Eagle 3, Dual Antenna	1.00	\$2,542.00	\$2,542.00	\$0.00	\$2,542.00
					\$2,542.00	\$0.00	\$2,542.00
Personnel							
	Overtime and Fringe	Officer Overtime	48.00	\$36.00	\$1,728.00	\$0.00	\$1,728.00
					\$1,728.00	\$0.00	\$1,728.00
Training							
	Professional Development	Two Officers to LETSAC Conference - Registration and Lodging	2.00	\$750.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00	\$0.00	\$1,500.00
Total Contract					\$5,770.00	\$0.00	\$5,770.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Eage3 Quote.pdf	02/04/2021



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police

AGENDA ITEM: Resolution 965, MoDOT Driving While Intoxicated Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve resolution 965, authorizing the Mayor to sign a contract with the Missouri Highway and Transportation Commission for the Driving While Intoxicated Grant.

SUMMARY:

Approval of these items will authorize the Mayor to sign a contract with the Missouri Highway and Transportation Commission for funds, in the amount of \$2,228, for overtime to complete enforcement and funding for staff to attend the Missouri DRE/DWI Conference.

PREVIOUS ACTION:

This is an annual grant application that the Police Department has participated in

POLICY ISSUE:

Receipt of this grant would provide funding for the approximately 48 hours of dedicated enforcement of driving while intoxicated violations. This grant funding will also support the required training for recertification of the Department's Drug Recognition Expert. This grant funds 100% of the project.

FINANCIAL CONSIDERATIONS:

No financial impacts are projected.

ATTACHMENTS:

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

RESOLUTION 965

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING ADDITIONAL ENFORCEMENT AND TRAINING

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Missouri Department of Transportation, Department of Highway Safety grant program; and

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund additional enforcement activities and training.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Version: 1

06/08/2021

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: DWI Saturation Enforcement
Project Number: 22-M5HVE-03-027
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Funding Source: 405d / 20.616

Type of Project: Initial

Started: 10/01/2021

Federal Funds Benefiting	
State:	
Local:	\$2,228.00
Total:	\$2,228.00

Source of Funds	
Federal:	\$2,228.00
State:	
Local:	\$0.00
Total:	\$2,228.00

Name of Grantee
Smithville Police Dept.

Grantee County
Clay

Grantee Address
107 W Main St.

Smithville, MO 64089-9384

Telephone
816-532-0500

Fax
816-532-3990

Contract Period
Effective: 10/01/2021
Through: 09/30/2022

Prepared By
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$2,228.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment and software with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
7. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . There may be no reimbursement for equipment purchased at the end of the fiscal year.
8. That all necessary affirmative steps are taken to assure that minority businesses , women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D.** Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E.** A unique identifier (DUNS);
- F.** The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G.** Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper

manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. **NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.

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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. VENUE 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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 participation in this transaction 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.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also

encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (2CFR PART 200.322)

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.9 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Fourteen percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

The City of Smithville is located in the northwest corner of Clay County and extends into Platte County to the west. The city is bordered to the north by Clinton County. US-169 Highway is the main thoroughfare running north and south the entire length of the city. US-169 highway is one of two main routes from downtown Kansas City to Saint Joseph. US-169 Highway is intersected by MO-92 Highway; which goes to Leavenworth, KS to the west and Excelsior Springs, MO to the east. The City of Smithville is near three major interstates: I-435 is approximately 1 mile south of our city limits, I-35 is approximately 12 miles east of our city limits, and I-29 is approximately 12 miles west of our city limits. The City of Smithville is located next to Smithville Lake, which attracts millions of vehicles and visitors throughout the year. A high influx of traffic is experienced even more on holidays such as Memorial Day, July 4th and Labor Day, as many travel to the lake to take place in different holiday related events and recreational activities. This influx of vehicles brings with it an increased number of motorists who are impaired by both alcohol and drugs.

Using available data from the Missouri State Highway Patrol from 2017-2019, there were a total of 17,093 motor vehicle crashes in Clay County, including the City of Smithville. Of those 17,093 crashes 541 were alcohol related and 39 were drug and alcohol related. Of the 580 drug and alcohol related crashes 10 were fatal, 26 had disabling injuries.

Clay County and the City of Smithville have consistently experienced a high percentage of drinking-involved crashes. During 2016 - 2019 Smithville made 254 DWI arrests. In 2020 Smithville Officers made 79 DWI arrests.

The following shows comparative analysis of Smithville, Clay County and Platte County. These records are for the 2017 - 2019 period:

Drinking-Involved Traffic Crashes:

Smithville - 17
Clay County - 531
Platte County - 274

Personal Injury, Drinking-Involved Crashes:

Smithville - 6
Clay County - 197
Platte County - 94

Fatal Drinking-Involved Crashes:

Smithville - 1
Clay County - 12
Platte County - 7

Alcohol and Drug Involved Fatal & Personal Injury Crashes:

Smithville - 4
Clay County - 255
Platte County - 123

The following are the Impaired driving arrest made by the Smithville Police Department, the Clay County Sheriff's Office and the Platte County Sheriff's Office. The number of arrests have been pulled from DWITS.

2020:

Smithville - 77
CCSO - 29
PCSO - 132

2019:

Smithville - 79
CCSO - 35

PCSO - 228

2018:

Smithville - 47

CCSO - 67

PCSO - 237

2017:

Smithville - 77

CCSO - 65

PCSO - 255

2016:

Smithville - 53

CCSO - 91

PCSO - 250

The following statistics were pulled from AIRs completed by Smithville police officers regarding DWI arrests in 2019 and 2020.

2019:

Average BAC of a subject who submitted to the chemical test 0.145g/210L

19 Refusals

12 DWI Drug

2020:

Average BAC of a subject who submitted to the chemical test 0.143g/210L

18 Refusals

11 DWI Drug

The top crash locations in Smithville involve the US-169 Highway Corridor and intersecting streets of the corridor that run through our jurisdiction, to include MO-92 Highway. Nearly 28% of all crashes in the city take place along US-169 Highway.

Most of the crashes where drugs or alcohol were contributing factors took place between 7:00 p.m. and 5:00 a.m.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 3.41 percent in alcohol-impaired driving involved fatalities from 2014 to 2018, Missouri is projecting a five-year average of 251.5 alcohol-impaired driving involved fatalities of 251.5 by December 31, 2021.

Increase DWI enforcement efforts to detect and remove intoxicated drivers from the roadway before crashes occur .

Reduce DWI crashes by 6% for the next three years, brining our total number of crashes to 25 over the next three years.

PROJECT DESCRIPTION

Officers will conduct one, four-hour block of DWI enforcement per month, Each enforcement block will consist of 4 hours of enforcement time. Additionally, the department's DRE will attend the DWI/Traffic Safety and DRE Recertification Conference, which is normally held near the Lake of the Ozarks.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. For the past several years, our department has been at less than minimum staffing. At the time of this application, our department is down 4 officers, almost 25% of our patrol division.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	

18	Total number of DWI violations written by your agency.	78
19	Total number of speeding citations written by your agency.	450
20	Total number of HMV citations written by your agency.	726
21	Total number of child safety/booster seat citations written by your agency.	7
22	Total number of safety belt citations written by your agency.	1
23	Total number of warnings issued.	1437

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	476
25	Total number of traffic crashes resulting in a fatality.	2
26	Total number of traffic crashes resulting in a serious injury.	96
27	Total number of speed-related traffic crashes.	69
28	Total number of speed-related traffic crashes resulting in a fatality.	1
29	Total number of speed-related traffic crashes resulting in a serious injury.	16
30	Total number of alcohol-related traffic crashes.	20
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	1
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	16
36	Total number of commissioned patrol and traffic officers.	10
37	Total number of commissioned law enforcement officers available for overtime enforcement.	14
38	Total number of vehicles available for enforcement.	8
39	Total number of radars/lasers.	10
40	Total number of in-car video cameras.	8

41 Total number of PBTs. 8

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

US-169 Highway will be the primary enforcement location.

44 Enter the number of enforcement periods your agency will conduct each month. 1

45 Enter the months in which enforcement will be conducted.

Enforcement activities will take place during all twelve months, with an emphasis on holidays and other special events taking place in and around Smithville.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement periods will take place on Friday and Saturday nights, and on holidays as needed.

47 Enter the time of day in which enforcement will be conducted.

Enforcement times will be between 8:00 p.m. and 5:00 a.m.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

We will monitor DWI enforcement arrests and intoxication related crashes to determine if our enforcement is reducing DWI related incidents. We will adjust our target day, time and locations as we evaluate data to make the greatest impact.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Officer Overtime	48.00	\$36.00	\$1,728.00	\$0.00	\$1,728.00
					\$1,728.00	\$0.00	\$1,728.00
Training							
	Professional Development	State DRE/DWI Conference - Registration and Lodging	1.00	\$500.00	\$500.00	\$0.00	\$500.00
					\$500.00	\$0.00	\$500.00
Total Contract					\$2,228.00	\$0.00	\$2,228.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 966, authorizing the purchase of snow removal equipment from American Equipment Company in an amount of \$13,546.

REQUESTED BOARD ACTION:

Approve Resolution 966, authorizing the purchase of snow removal equipment from American Equipment Company in the amount of \$13,546.

SUMMARY:

The 2021/2022 snow season is just about upon us and staff will be checking the condition of and doing maintenance on snow removal equipment to be prepared for that first snow event. Last year we ordered several new trucks, spreaders and plows from Enterprise with the expectation that those trucks would be received for the 2020 / 2021 season.

With the pandemic and now the post pandemic shortage on supplies / consumables, it does not look like the City will have the new street fleet vehicles for this winter season. We had budgeted for a new plow and spreader in 2020 but deferred purchasing the equipment with the potential to receive new vehicles last year. The equipment was also re-budgeted in 2021.

One of the trucks has several mechanical problems along with rusting brake lines, the plow for this truck has been welded several times where the plow has broken / failed, and the spreader is rusted and the motor that runs the auger is not working properly. This equipment needs to be replaced for this winter season. The Utility division has received a few of the new trucks from Enterprise and one will be outfitted with this snow removal equipment.

In discussions with Lotus Lawncare the 2020 / 2021 season did not meet their revenue projections / expectations therefore they are not interested in continuing to provide snow removal services for Smithville. Staff will reach out to others to see if there is anyone else interested in assisting.

PREVIOUS ACTION:

POLICY ISSUE:

Snow removal operations

FINANCIAL CONSIDERATIONS:

The 2021 budget has \$17,000 in the Transportation Sales Tax fund.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 966

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A SNOW PLOW AND SPREADER FROM AMERICAN EQUIPMENT COMPANY IN AN AMOUNT OF \$13,546.00.

WHEREAS, the Street Division performs snow removal during the winter season; and

WHEREAS, a snow plow and salt spreader is necessary to effectively treat and clear the streets of snow; and

WHEREAS, the purchase of a plow and spreader were included in the 2021 expenditure budget; and

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

THAT staff is hereby authorized and directed to purchase said equipment from American Equipment Company in an amount not to exceed \$13,546.00.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
8/30/2021	083021/4RK

NAME / ADDRESS
City of Smithville Street Dept 2 Helvey Park Dr. Smithville, MO 64089

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME		TERMS	REP	FOB	PHONE	FAX #	
		Due on Rece...	REK	KC, KS	816-532-2080	816-532-3480	
QTY	ITEM	DESCRIPTION			U/M	COST	Total
1	BOS-Equip...	Equipment for 2020 F-250 Pickup: Boss 9' Super Duty Snow Plow: - 29" 11 gauge steel moldboard - 1/2" X 6" steel cutting edge - (2) adjustable cast iron shoes - Shock absorber - (2) plow markers - Smart Hitch 2 quick attaching system - SL-3 LED lights - Smart Touch 2 handheld controller - Rubber deflector - Installation				6,751.00	6,751.00
1	300	Buyers Salt Dogg- 8' Electric Stainless Steel Spreader - 2.0 cubic yard capacity - 304 Stainless Steel construction - Dual electric motors (3/4 HP drag chain - 1/2 HP Spinner) - Heavy duty top screens - Stainless steel inverted "V" - 14" poly spinner disk with 6 fins - In-cab controller - Rachet hold down kit - Adjustable chute for pickup or flatbed - Installation				5,524.00	5,524.00
1	300	Amber / Clear LED mini lightbar installed on roof with 3rd brake light mount and wired to switch				679.00	679.00
1	300	Timbren SES system for rear axle - installed				592.00	592.00
Quoted by Ryan Keith					Total \$13,546.00		

This quote is valid for 30 days. Applicable taxes not included.



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Public Works

AGENDA ITEM: A Resolution authorizing the expenditure of funds from the Combined Water and Wastewater System Fund for the repair of a motive pump in an amount of \$20,187.60 from Mid-America Pump

REQUESTED BOARD ACTION:

Approve Resolution 967, authorizing the expenditure of \$20,187.60 for repair of a motive pump.

SUMMARY:

There are three motive pumps at the wastewater treatment plant. The motive pump is needed to distribute the wastewater evenly across the sequential batch reactors (SBR) for optimal operation of the system. One of the pumps was not running properly and staff contracted Mid-America Pump to pull the pump and inspect for repairs. Several seals, bearing and the impellor will need to be replaced. Repairs are estimated at \$20,187.60. The parts will take 6 weeks to be delivered. The cost for a new pump is \$45,897 and delivery is estimated to take 16 weeks. Staff is recommending repairing/rebuilding this pump.

PREVIOUS ACTION:

POLICY ISSUE:

Facility Maintenance

FINANCIAL CONSIDERATIONS:

The 2021 CWWS fund has sufficient budget for this expense.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 967

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE COMBINED WATER AND WASTE WATER FUND FOR THE REPAIR OF A MOTIVE PUMP IN THE AMOUNT OF \$20,187.60 FROM MID-AMERICA PUMP

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

WHEREAS, motive pumps distribute the wastewater evenly to the sequential batch reactors (SBR) for treatment; and

WHEREAS, one of the motive pumps is not working properly and needs to be repaired/rebuilt.

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

THAT staff is hereby authorized and directed to repair/rebuild a motive pump and is authorized for the expenditure of funds from the Combined Water and Waste Water Fund for the repair of the motive pump in the amount of \$20,187.60 from Mid-America Pump.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



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

REPAIR PROPOSAL

SKP: **7264**
Customer PO #:
Prepared By #: **Scott Burns**
Date: **8/31/2021**

Repair Estimate: **\$20,187.60**
Replacement Price: **\$45,897.65**
Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

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

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for the inspection and possible repair of the SBR motive pump #2

Pump Information

Pump Make: Fairbanks Morse
Model: D5731MS
Style: Submersible
Pump RPM:
Motor RPM: 880
☒ Seal
☐ Packing
Serial No: K4D1-076145
HP: 30
Voltage: 460
Coupling:

Repair Description

Scope of work:

Upon inspection the tech found the sensor cable to be in poor condition due to several cuts that penetrated the sheathing and into the wires. The impeller is completely destroyed. The volute discharge face, body, cut water, and machine fits are in good condition. The wear ring was severely damaged to the point it was almost gone. The oil was found to be contaminated with debris. The upper/lower mechanical seal faces are worn. The upper and lower bearings were rough. It appears the primary cause of failure was due to the impeller washer breaking in two and coming out. This allowed the impeller to drop and wear itself and the suction head to destruction, causing the unit to draw extremely high amps.

Repair proposal to include:

New upper and lower mechanical seals
New O-ring kit
New set of impeller shims
New upper and lower bearings
New impeller
New impeller wear ring
New impeller bolt
New Sensor cable
Machine work to repair lower seal fit and impeller fit on the shaft
Stainless Steel material to make a new suction wear ring
Labor to teardown/ inspect, clean parts being reused, assemble, test and paint
Labor to repair suction and make a new SS wear ring
Labor to repair damaged sensor cable
MLS

Best lead time we can do on parts is 6-7 weeks

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

Application Information

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

Terms and Conditions

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



Board of Alderman Request for Action

MEETING DATE: 9/7/2021

DEPARTMENT: Police Department

AGENDA ITEM: Resolution 968, Authorizing Payment to the Metropolitan Community College for Police Academy Training

REQUESTED BOARD ACTION:

Motion to Approve Resolution 968, authorizing payment to Metropolitan Community College for Police Academy training in the amount of \$8,120.15.

SUMMARY:

In 2018, the Board authorized the sponsorship of police recruits at a Missouri POST approved police academy. On August 4, 2021, two Smithville Police Department Recruits started the Blue River Police Academy at Metropolitan Community College. Recruits are expected to graduate in early December. The total cost for both recruits is \$8,120.15.

PREVIOUS ACTION:

None.

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

Savings from vacant personnel positions will be used to pay these fees.

ATTACHMENTS:

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

RESOLUTION 968

A RESOLUTION AUTHORIZING PAYMENT TO THE METROPOLITAN COMMUNITY COLLEGES FOR POLICE ACADEMY TRAINING IN THE AMOUNT OF \$8,120.15.

WHEREAS, in 2018 the Board of Aldermen approved funds to sponsor academy recruits in a Missouri POST approved police academy; and,

WHEREAS, the Smithville Police Department currently has multiple vacancies; and,

WHEREAS, it is the desire of the City of Smithville to hire and retain officers who possess honor, integrity and compassion; and,

WHEREAS, the Smithville Police Department has hired two recruits to attend police academy training; and,

WHEREAS, the Metropolitan Community College's Police Academy Training started on August 4, 2021, and is a Missouri POST approved academy.

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

THAT payment to Metropolitan Community College for Police Academy Training is authorized in the amount of \$8,120.15.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



**Metropolitan
Community College**
Blue River

Invoice No.

9012021

INVOICE ==

Customer

Name Smithville Police Department

Address 107 W Main Street

City Smithville **State** MO **Zip** 64089

Attn: Capt. Roetman

Date: 9/1/2021

Due Date: 10/31/2021

Description		Item Total
Fall 2021 Police Academy Sponsored Recruit--Hazelrigg		\$ 5,156.98
Fall 2021 Police Academy Sponsored Recruit--Repola		\$ 2,963.17
Please send payments to the address below, Attn: Ashley Rogers Make checks payable to Metropolitan Community College		
TOTAL		\$ 8,120.15

20301 E 78 Highway · Independence, MO 64057-2053
Phone: 816.604.6534 · Email: BR.EnrollmentServices@mcckc.edu
