



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
September 6, 2022

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

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

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

1. Call to Order
2. Pledge of Allegiance
3. Proclamation - DAR Constitution Week
4. Consent Agenda

Join Zoom Meeting

<https://us02web.zoom.us/j/84367565166>

Meeting ID: 843 6756 5166

Passcode: **503332**

- **Minutes**

- August 16, 2022, Board of Aldermen Work Session Minutes
- August 16, 2022, Board of Aldermen Regular Session Minutes

- **Resolution 1102, Liquor License – Richard T. Bryant**

A Resolution approving a liquor license to Richard T. Bryant doing business as Express Stop Smithville located at 124 North 169 Highway.

- **Resolution 1103, Acknowledging Emergency Purchase**

A Resolution acknowledging an emergency purchase in the amount of \$9,897.42 for repairs to a street division dump truck.

- **Resolution 1104, DWI Enforcement Grant Contract**

A Resolution authorizing and directing the Mayor to sign a contract with the Missouri Highway and Transportation Commission for a DWI Enforcement Grant.

- **Resolution 1105, Hazardous Moving Violation Grant Contract**

A Resolution authorizing and directing the Mayor to sign a contract with Missouri Highway and Transportation Commission for a Hazardous Moving Violation Grant.

- **Resolution 1106, Stormwater Master Plan Discovery Phase**

A Resolution authorizing and directing the Mayor to execute an agreement with George Butler Associates, Inc. (GBA) for the discovery phase of a stormwater master plan in the amount of \$35,995.

- **Resolution 1107, Fireworks Event – White Iron Ridge**

A Resolution approving a fireworks event at White Iron Ridge on September 17, 2022, 9:45 p.m. to last approximately ten minutes.

- **Resolution 1108, Fireworks Event – White Iron Ridge**

A Resolution approving a fireworks event at White Iron Ridge on September 29, 2022, 8:30 p.m. to last approximately five to seven minutes.

- **Resolution 1109, Fireworks Event – White Iron Ridge**
A Resolution approving a fireworks event at White Iron Ridge on October 16, 2022, 9:30 p.m. to last approximately twenty minutes.
- **Resolution 1110, LWCF Grant Application**
A Resolution acknowledging Board of Aldermen support of an application for a Land and Water Conservation Fund (LWCF) Grant through the Missouri Department of Natural Resources for Emerald Ridge Park.
- **Resolution 1111, Purchase of Water Service Connections**
A Resolution authorizing the purchase of water service connection materials in the amount of \$17,000 to replace 60 water service connections.
- **Resolution 1112, Change Order with Veenstra and Kimm**
A Resolution approving a Change Order with Veenstra & Kimm Inc. in the amount of \$17,660 for the engineering of a four-inch watermain between Spelman and Manzanola and Sixth Street and Maple Lane.
- **Resolution 1113, Engineering for Commercial Street Sidewalk**
A Resolution authorizing and directing the Mayor to execute an agreement with BG Consultants for engineering services for Commercial Street pedestrian improvements in the amount of \$105,000.
- **Resolution 1114, Change Order with Menke Excavating**
A Resolution approving a Change Order with Menke Excavating in the amount of \$5,977.23 for Winner Avenue sewer main replacement.
- **Resolution 1115, Leak Adjustment**
A Resolution approving a leak adjustment of \$235.38 for residential utility billing customer, Dennis Van Keirsbilck for his July and August 2022 utility bills.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. City Administrator's Report

ORDINANCES & RESOLUTIONS

- 6. Bill No. 2955-22, Amending Section 225.090 – Smoking in City Parks – 2nd Reading**
An Ordinance amending Section 225.090 to include a regulation stating that smoking is prohibited at all indoor and outdoor parks and facilities, except at individual camp sites at the campground. 2nd reading by title only.
- 7. Bill No. 2956-22, Budget Amendment No. 5 – 2nd Reading**
An Ordinance amending the FY2022 budget to operating budget to add \$200,000 to the expenditure budget and \$15,000 to the revenue budget. 2nd reading by title only.
- 8. Resolution 1116, Amending the MOU with Main Street District**
A Resolution authorizing and directing the Mayor to execute Amendment Number 1 to the MOU agreement with the Smithville Main Street Association.
- 9. Resolution 1117, Change Order**
A Resolution approving a Change Order for Order with SAK Construction, LLC in the amount of \$37,548.

OTHER MATTERS BEFORE THE BOARD

- 10. 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.
- 11. 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.
- 12. Adjourn**





PROCLAMATION

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-fifth 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 sixth day of September of the year of our Lord Two Thousand Twenty-Two.

Signed _____
Damien Boley, Mayor



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Administration/Public
Works/Police/Parks/Finance

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 2, 2022, Board of Aldermen Work Session Minutes
 - August 2, 2022, Board of Aldermen Regular Session Minutes
- **Resolution 1102, Liquor License – Richard T. Bryant**

A Resolution approving a liquor license to Richard T. Bryant doing business as Express Stop Smithville located at 124 North 169 Highway.
- **Resolution 1103, Acknowledging Emergency Purchase**

A Resolution approving an emergency purchase in the amount of \$9,897.42 for repairs to a street division dump truck.
- **Resolution 1104, DWI Enforcement Grant Contract**

A Resolution authorizing and directing the Mayor to sign a contract with the Missouri Highway and Transportation Commission for a DWI Enforcement Grant.
- **Resolution 1105, Hazardous Moving Violation Grant Contract**

A Resolution authorizing and directing the Mayor to sign a contract with MoDOT Highway Safety Division for the Hazardous Moving Violation Grant.
- **Resolution 1106, Stormwater Master Plan Discovery Phase**

A Resolution authorizing and directing the Mayor to execute an agreement with George Butler Associates, Inc. (GBA) for the discovery phase of a stormwater master plan in the amount of \$35,995
- **Resolution 1107, Fireworks Event – White Iron Ridge**

A Resolution approving a fireworks event at White Iron Ridge on September 17, 2022, 9:45 p.m. to last approximately ten minutes.
- **Resolution 1108, Fireworks Event – White Iron Ridge**

A Resolution approving a fireworks event at White Iron Ridge on September 29, 2022, 8:30 p.m. to last approximately five to seven minutes.
- **Resolution 1109, Fireworks Event – White Iron Ridge**

A Resolution approving a fireworks event at White Iron Ridge on October 16, 2022, 9:30 p.m. to last approximately twenty minutes.
- **Resolution 1110, LWCF Grant Application**

A Resolution acknowledging Board of Aldermen support of an application for a Land and Water Conservation Fund (LWCF) Grant through the Missouri Department of Natural Resources for Emerald Ridge Park.

- **Resolution 1111, Purchase of Water Service Connections**
A Resolution authorizing the purchase of water service connection materials in the amount of \$17,000 to replace 60 water service connections.
- **Resolution 1112, Change Order with Veenstra and Kimm**
A Resolution approving a Change Order with Veenstra & Kimm Inc. in the amount of \$17,660 to replace the deteriorated four-inch watermain between Spelman and Manzanola and Sixth Street and Maple Lane.
- **Resolution 1113, Engineering for Commercial Street Sidewalk**
A Resolution authorizing and directing the Mayor to execute an agreement with BG Consultants for engineering services for Commercial Street pedestrian improvements in the amount of \$105,000.
- **Resolution 1114, Change Order with Menke Excavating**
A Resolution approving a Change Order with Menke Excavating in the amount of \$5,977.23 for Winner Avenue sewer main replacement.
- **Resolution 1115, Leak Adjustment**
A Resolution approving a leak adjustment of \$235.38 for residential utility billing customer, Dennis Van Keirsbilck for his August and September 2022 utility bill.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

SMITHVILLE BOARD OF ALDERMAN

WORK SESSION

August 16, 2022, 5:30 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 5:29 p.m. A quorum of the Board was present: John Chevalier, Kelly Kobylski, John Chevalier, Ronald Russell, Marv Atkins, and Dan Ulledahl. Dan Hartman was present via Zoom.

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

2. Discussion of Utility Billing Disconnect Update

Stephen Larson, Finance Director, noted on June 7 the Finance Department brought forward some recommended utility disconnection policy changes for review and feedback. He explained that this discussion served as a follow-up from an initial public comment the board heard on February 15 concerning the issue of checks mailed to the City and not received on time and a customer being disconnected. Staff followed up with the consensus and recommendations the Board provided.

Currently the city performs disconnections for accounts that are greater than a \$75 balance for trash, water and wastewater on the first business day following the 26th of the month. For the utility customer, that means they have approximately 15 to 25 days to pay their bill before being disconnected. The speed of the post office plays a big role in when bills are received.

Board direction at the June 7 meeting was to move the disconnect date to the first business day after the 16th of the following month. The Finance Department discussed the possibility of that date and believes having a deadline on that date could likely cause confusion for utility customers. Stephen explained that the due date for utility bills is the 16th of the month and during that time the finance department is extremely busy processing payments by mail, over the phone and walk-ins. Stephen explained that when you consider those two factors in, staff recommends exploring an alternative disconnection date of the first business day after the 19th of the following month. This would then give customers 20 to 24 days past the current disconnection date.

If the Board approves this proposal to move the date to the first business day after the 19th, staff proposes discontinuing the second shut off process. The second shut off gives customers the opportunity to call in prior to that first business day after the 26 and get a seven-day extension on the bill.

Stephen noted the other piece that staff investigated was having the tiered and scaled reconnection charges with the clean slate. Staff we got with our software provider Tyler Technology. Their answer was that the software cannot support that type of feature. Based upon those findings staff does not recommend a tiered and scaled reconnection system and recommends retaining the disconnect charge of \$50.

Alderman Russell said that if he remembered correctly the discussion was to move the disconnect date to the next month. He asked why the 24 days instead of 30 days?

Stephen explained that the Board discussed having the disconnect day be on the first business day after the 16th of the next month. Changing it to the first business day after the 19th of the next month gives customers more than a month to pay. They would have the current billing cycle plus another 22 to 24 days to pay.

Alderman Chevalier noted that if the 16th is the due date this would give customers another month to pay.

Cynthia noted that one of staff's concerns is taking that disconnect date out any further could become confusing to the customer as to what month bill they are paying.

Alderman Chevalier asked if the reconnect fee of \$50 might be too low. He said that with extending the disconnect date out the penalty should be more for the customer not paying their bills on time.

Alderman Kobylski agreed with Alderman Chevalier.

Alderman Russell said that he felt the \$50 reconnect fee was plenty and explained that if someone is having difficulty paying their bill a higher reconnect fee will just make it more difficult for them.

Alderman Ulledahl noted that if someone is having difficulty paying their bill having a higher reconnect fee seem harsh and thinks it should remain \$50 as long as it covers the cost for the reconnect.

Stephen explained that staff had taken that into consideration and feels that \$50 is an appropriate amount to cover the cost for labor.

Cynthia asked if the consensus of the Board was to leave the reconnect fee at \$50 and if they were in agreement with the recommendations?

The Board all agreed.

Cynthia noted that staff will bring a new policy forward for Board approval and it will be implemented with the budget process to be effective November 1.

3. Discussion of FY22 9-Month Budget Update

Stephen Larson, Finance Director, presented the FY22 9-month budget update.

FY2022 Budget Comments

- FY2022 budget figures include budget amendments approved by the Board:
 - Budget Amendment #1 – Cleaning Reinforced Concrete Box
 - Budget Amendment #2 – Increase Project, Personnel, & Revenue Budgets
 - ❖ Aerobic Digester Construction
 - ❖ Streetscape Phase III – Bridge Street Engineering
 - ❖ Classification and Compensation Implementation

❖ Traffic Impact Revenue – Future Stoplight on Highway 169

- Budget Amendment #3 – Establishing CID Fund
- Expenditures include 19 of the 26 fiscal year payrolls. 73% of wage related expenses have been paid through 19 payrolls.

General Fund Review

General Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Revenues	\$4,918,620	\$5,221,716	\$4,171,714	84.81%

- Overall General Fund revenue projections are bolstered by the performance of Property Tax and Use Tax.

General Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Expended
Expenditures	\$5,905,850	\$5,784,140	\$4,364,577	73.90%

- Campground Electrical Upgrade – Phase II and III (**\$75,000 - Completed**)
- GIS Survey & Mapping (**\$100,000 – Nearly Complete**)
- Complete Transportation Master Plan (**\$60,000 - Completed**)
- Complete Downtown Streetscape Phase II (**\$105,000 - Completed**)

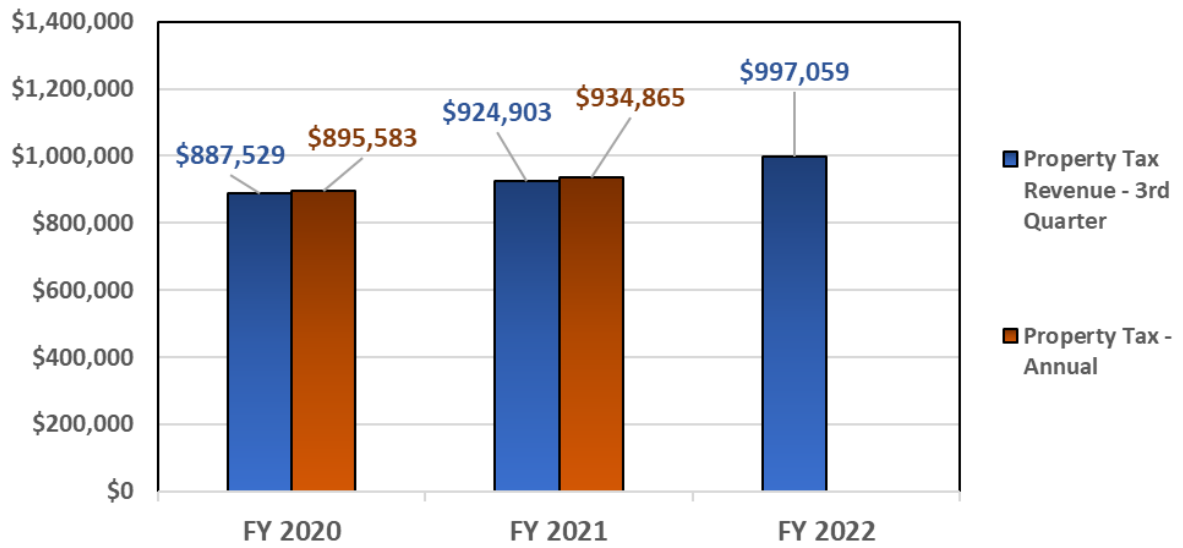
Property Tax Revenue

General Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Property Tax Revenues	\$935,099	\$1,001,450	\$997,059	106.63%

- The City receives a large Property Tax disbursement in January 2022.
- The City, on average in the past 3 years, receives **98.9%** of property tax revenue by the 3rd quarter of the fiscal year.
- For the last 4 years, the City has seen an average annual increase in property tax revenues of about **4.6%**.

Property Tax Revenue – 3 Year Trend History

Property Tax - Amounts Received Comparison



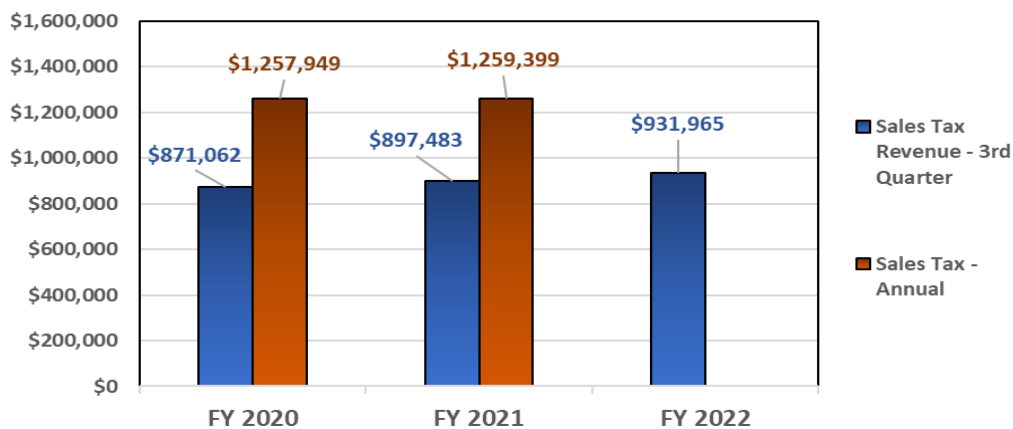
1% City Sales Tax Revenue

General Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Sales Tax Revenues	\$1,233,381	\$1,268,250	\$931,965	75.56%

- The City, on average in the past 3 years, receives **70.9%** of sales tax annual revenue by the 3rd quarter of the fiscal year.
- This data reflects the transfer of TIF EATs from the General Fund to the Special Allocation Fund.

1% City Sales Tax Revenue – 3 Year Trend History

Sales Tax - Amounts Received Comparison

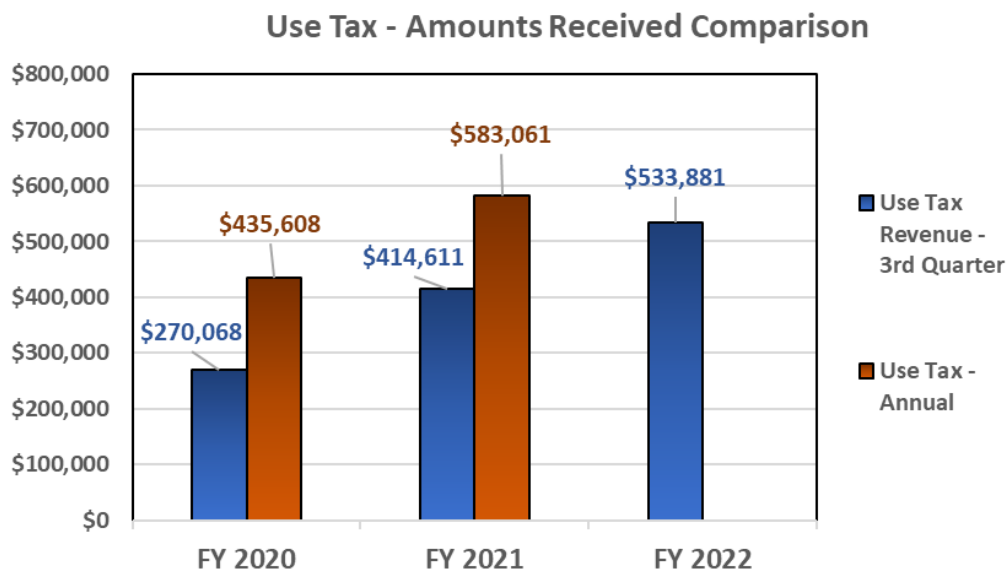


Use Tax Revenue

General Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Use Tax Revenues	\$563,720	\$639,250	\$533,881	94.71%

- The City, on average in the past 3 years, receives **70.4%** of use tax annual revenue by the 3rd quarter of the fiscal year.
- Use Tax receipts have *continued to accelerate* in FY2022 as online purchasers charge sales tax and consumers purchase more and more goods online.

Use Tax Revenue – 3 Year Trend History



General Fund – Bottom Line

	Actual FY2021	Budgeted FY2022	Projected FY2022
Beginning Fund Balance	\$ 3,558,070	\$ 3,456,205	\$ 3,736,229
Total Revenues	\$ 5,448,319	\$ 4,918,620	\$ 5,221,716
Total Expenses	\$ 5,270,160	\$ 5,905,850	\$ 5,784,140
Net Change in Fund Balance	\$ 178,159	\$ (987,230)	\$ (562,424)
Ending Fund Balance	\$ 3,736,229	\$ 2,468,975	\$ 3,173,805

Capital Improvement Sales Tax Fund

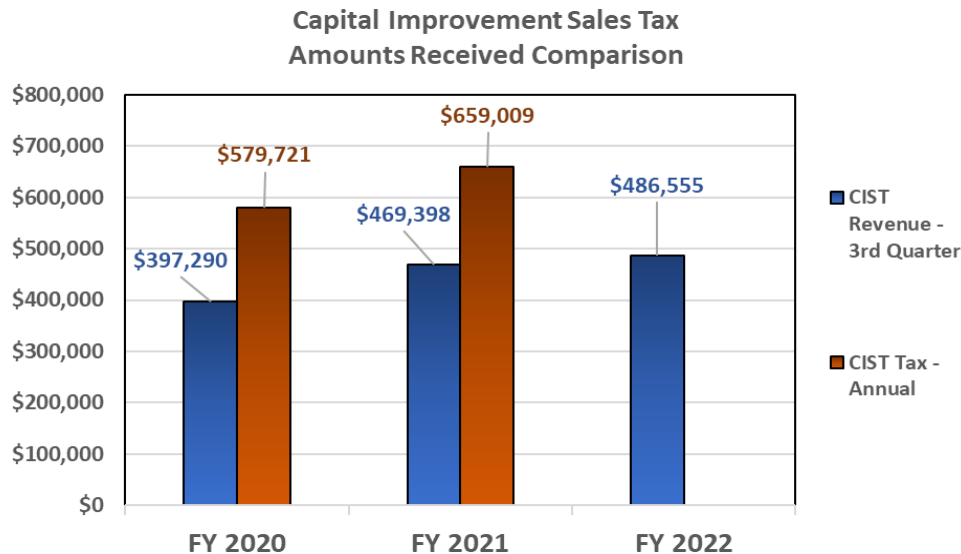
Capital Improvement Sales Tax	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Revenues	\$627,555	\$653,250	\$486,554	77.53%

- The City, on average in the past year 3 years, receives **70.4%** 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	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Expended
Expenditures	\$660,550	\$645,824	\$501,296	75.89%

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

Capital Improvement Sales Tax Revenue – 3 Year Trend History



Debt Service Fund

Debt Service	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Revenues	\$351,550	\$351,550	\$351,550	100.00%

- The budgeted transfer of **\$351,550** from the Capital Improvement Sales Tax Fund to support Debt Service payments has occurred.

Debt Service	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Expended
Expenditures	\$339,213	\$339,213	\$339,213	100.00%

- General Obligation debt payments (for Series 2018 and Series 2019 issuances) have been received.

Transportation Sales Tax Fund

Transportation Sales Tax	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Revenues	\$569,160	\$572,150	\$426,863	75.00%

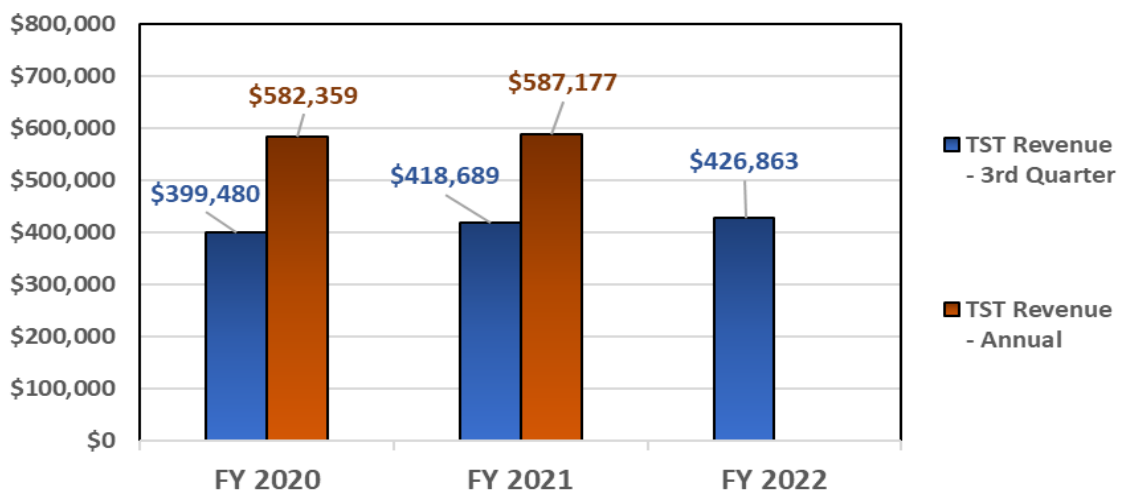
- The City, on average in the past 3 years, receives **70.7%** of transportation sales tax annual revenue by the 3rd quarter of the fiscal year.
- Transportation Sales Tax is subject to TIF EATS collections.

Transportation Sales Tax	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Expended
Expenditures	\$782,630	\$692,730	\$551,638	70.49%

- Annual Asphalt Overlay Program **(\$300,000 - Complete)**
- Downtown Streetscape Phase II **(\$169,000 - Complete)**
- 4th Street Terrace Road Repairs Following Utility Improvements **(Project Allocated for FY2023)**

Transportation Sales Tax Revenue – 3 Year Trend History

Transportation Sales Tax - Amounts Received Comparison



Combined Water & Wastewater Fund

CWWS Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Received
Revenues	\$5,925,400	\$6,127,911	\$4,663,197	78.70%

- CWWS Fund revenue budget includes **\$805,495** from Clay County for ARPA funding reimbursement for the construction of the Raw Water Pump Station at Smith's Fork.
- Staff has submitted a final reimbursement request to receive final portion of funds.

CWWS Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% of Budget Expended
Expenditures	\$6,778,415	\$5,857,048	\$3,405,116	50.23%

- Aerator Digester - Engineering (**\$93,445 – In Progress**)
- Aerator Digester - Construction (**\$491,900 – Beginning Shortly**)
- West Bypass 144th Lift Station - Engineering (**\$346,050 – In Progress**)
- GIS Utilities Survey and Mapping (**\$100,000 – Nearly Complete**)
- 2022 Slipline Sewer Program (**\$128,408 – Beginning Shortly**)

Cynthia noted that staff received word today that the digester is not anticipated to ship until next summer which will affect the timing of the project. Completion of the project was slated for November of this year. She explained that staff will take a look at the utility fund and see what projects can be moved up since the payment for the digester may not have to be made until next year. There may be some minor changes in the utility CIP based on that project. Cynthia also noted that our engineers have already checked the possibility of a different brand of digester but found they all have the same timeline for shipment.

Alderman Russell asked how this will impact the plan of operation.

Chuck Soules, Public Works Director, explained that we still have our existing system. The current aerator is at the bottom of the basin and is still able to maintain it. He noted that the system is old and does break down, but staff is able to repair it. The new system is a floating aerobic that can be easily maintained.

Water & Wastewater Sales Revenue

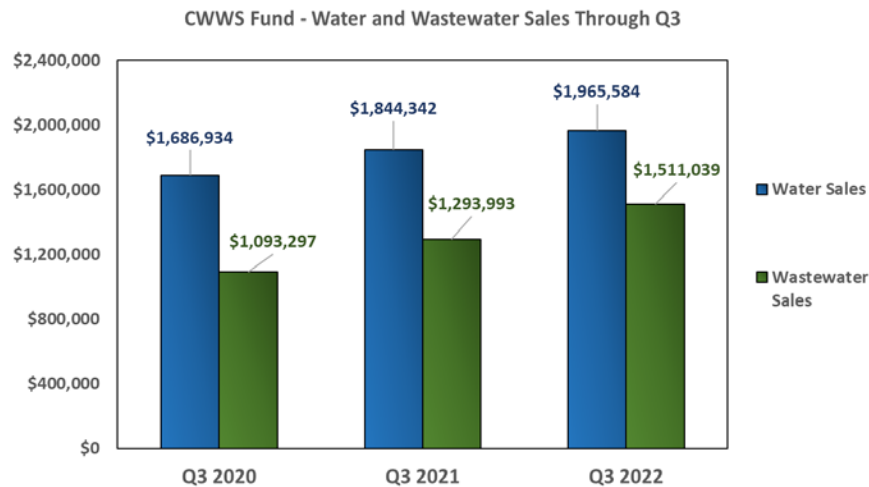
CWWS Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Water Sales	\$2,716,094	\$2,737,000	\$1,965,584	72.37%

- The City, on average in the past 3 years, receives **69.9%** of water sales annual revenue by the 3rd quarter of the fiscal year.
-

CWWS Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Wastewater Sales	\$1,790,666	\$1,950,000	\$1,511,039	84.38%

- The City, on average in the past 3 years, receives **72.8%** of wastewater sales annual revenue by 3rd quarter of the fiscal year.

Water and Wastewater Sales Revenue 3 Year History of Q3



CWWS Fund – Bottom Line

	Actual FY2021	Budgeted FY2022	Projected FY2022
Beginning Fund Balance	\$ 4,528,147	\$ 4,643,050	\$ 5,602,501
Total Revenues	\$ 4,994,592	\$ 5,119,400	\$ 5,330,547
Total Expenses	\$ 3,920,238	\$ 6,485,415	\$ 5,873,853
Net Change in Fund Balance	\$ 1,074,354	\$ (1,366,015)	\$ (543,306)
Ending Fund Balance	\$ 5,602,501	\$ 3,277,035	\$ 5,059,195

Sanitation Fund

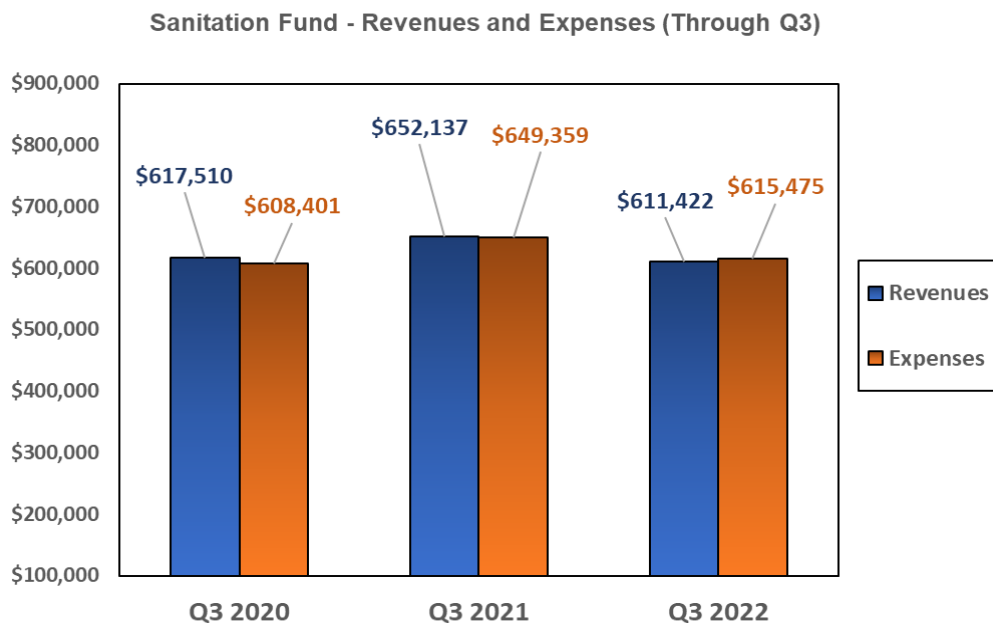
Sanitation Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Revenues	\$849,530	\$816,670	\$611,422	71.97%

- The City, on average in the past 3 years, receives **74.4%** of solid waste annual revenue by the 3rd quarter of the fiscal year.

Sanitation Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Expended of Budget
Expenditures	\$836,450	\$815,943	\$615,475	73.58%

- 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 Revenues and Expenditures 3 Year History of Q3



Parks and Stormwater Sales Tax Fund

Park & Stormwater Sales Tax	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Revenues	\$627,555	\$664,250	\$495,768	79.00%

Park & Stormwater Sales Tax	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Expended of Budget
Expenditures	\$485,000	\$358,012	\$281,073	57.95%

VERF (Vehicle and Equipment Replacement Fund)

VERF	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Revenues	\$284,000	\$320,455	\$210,586	74.15%

- ☐ As of July 2022, the City has sold **14** vehicles (**13** in-house and **1** EFM leased) and is awaiting payment on multiple vehicles which have been auctioned.
- ☐ The City has “flipped” 3 vehicles which were leased through EFM which have produced equity/gains for the City. The City is awaiting an “equity” payment on **2** of these vehicles.

VERF	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Expended of Budget
Expenditures	\$175,749	\$175,749	\$128,511	73.12%

- ☐ Staff is monitoring lease expense for the final 3 months of the fiscal year to ensure expenses track to budget.

ARPA (American Rescue Plan Act) Fund

American Rescue Plan Act Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Received of Budget
Revenues	\$1,089,162	\$1,099,657	\$10,495	0.96%

- 2nd tranche payment will be received no less than 1 year after 1st tranche payment. City received 1st payment on **September 8, 2021**.
- The City received **\$10,495** as a result of funds either declined or not requested by another NEU within the State of Missouri.

American Rescue Plan Act Fund	FY2022 Budgeted	FY2022 Projections	FY2022 YTD	% Expended of Budget
Expenditures	\$2,178,300	\$2,178,300	\$576,113	26.45%

- The City is now beginning to utilize the **\$2.178 million** in direct ARPA disbursements for the remainder of the Raw Water Pump Station project.

Alderman Ulledahl asked if we are waiting for parts for the Raw Water Pump Station?

Chuck explained that we are waiting on the generator.

9 Month Budget Review – Conclusion

Revenues

- Property Tax revenues are projected to exceed \$1,000,000 by the end of FY2022 and continue to be bolstered by new construction in the City.
- Sales Tax is performing well through 9 months and is outperforming Q3 YTD figures from 2021 and 2020.
- Use Tax is performing exceptionally well. Staff have increased revenue projections for the final 3 months of FY2022 along with increases to projected Use Tax revenues for the Proposed FY2023 Budget.
- ARPA funding (both from Clay County and the City's ARPA Fund) has reduced financial burden of major capital project expense (Raw Water Pump Station project).

Expenditures

- General Fund operational expenditures continue to rise with inflation, track closer to the budget compared to Q2 of 2022, but remain under the budget overall.
- Staff monitoring actual vehicle leasing expense compared to budget as vehicle costs increase (as well as future VERF cashflows).

Alderman Atkins asked if we were able to get the water meter equipment that we were waiting on?

Alderman Ulledahl asked if we were able to get enough of a supply for new customers?

Chuck said that we have received the equipment and have 100 more on order.

Alderman Hartman noted that he thought it was exciting that we have reached over a million dollars in property tax revenue. He explained that the City only receives about five percent of the total property tax revenue and the school district receives about 70 percent.

Cynthia thanked Stephen and his staff for the work on the FY2023 budget. She noted that in that packet includes the FY2023 draft recommended budget.

4. Discussion of FY2023 Operating Budget

Stephen Larson, Finance Director, presented the proposed FY2023 budget.

General Fund Proposed FY2023

Proposed FY2023 General Fund Revenue Summary

General Fund Revenues	Actual FY21	FY22 Budget	Projected FY22	FY23 Proposed Budget
Property Taxes	\$14,885	\$25,099	\$1,001,450	\$1,006,350
Sales and Use Taxes	1,933,488	1,882,351	1,961,000	2,036,137
Franchise Taxes	698,054	648,060	682,040	674,640
Licenses, Fees, and Permits	477,342	447,068	463,960	462,279
Intergovernmental Revenues	329,972	303,892	305,533	402,872
Charges for Services	344,134	235,279	256,367	347,900
Fines and Forfeits	138,549	111,509	111,509	112,815
Interest Earnings	49,059	46,809	46,809	49,000
Other Revenue	92,263	29,219	49,108	26,500
Transfers In	453,763	243,340	251,340	298,900
Total Revenues	\$5,448,319	\$4,918,628	\$5,321,718	\$5,414,543

□ 3.7% increase in total revenues from Projected FY2022 to Proposed FY2023.

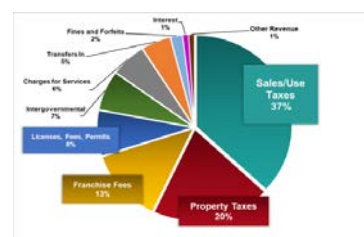
FY2021 revenue actually included a transfer of \$238,300 in CAREs Funding to the General Fund to pay for CAREs eligible expenses

8/16/2022

3



Proposed FY2023 General Fund Revenues By Category



□ Nearly 60% of the General Fund revenue budget is comprised of sales tax, use tax, and property tax revenues.

8/16/2022

4



Proposed FY2023 Revenue Budget Property Taxes



3.50% property taxes growth assumption (based upon FY2022 projections).

RED: Previous Year Actuals
YELLOW: FY2022 Projected
GREEN: FY2023 Proposed
BLUE: Projected FY2024 and Beyond

8/16/2022

5



Proposed FY2023 Revenue Budget 1% City Sales Tax



2.00% sales tax growth assumption (based upon FY2022 projections).

RED: Previous Year Actuals
YELLOW: FY2022 Projected
GREEN: FY2023 Proposed
BLUE: Projected FY2024 and Beyond

8/16/2022

6



Proposed FY2023 Revenue Budget City Use Tax



3.00% use tax growth assumption (based upon FY2022 projections).

RED: Previous Year Actuals
YELLOW: FY2022 Projected
GREEN: FY2023 Proposed
BLUE: Projected FY2024 and Beyond

8/16/2022

7



FY2023 Proposed General Fund Key Operating Budget Assumptions

Assumption	Operating Expenditure
15% Increase	Health Insurance Employer Expense
5% Increase	Electric Utility (Energy) Expense (Example: LED Streetlights)
\$3.75 / Gallon	Automotive Fuel (Up from \$2.75/ Gallon Budgeted in FY2022)
\$2.00 / Gallon	Propane (Up from \$1.59/ Gallon Budgeted in FY2022)
7% Increase	Janitorial Services (\$1,140 / Month to \$1,220 / Month)
3% Increase	Police Dispatching Costs



8/16/2022

8



FY2023 Proposed General Fund Operating Budget Recommendations

Budgeted Amount	Highlighted Expenditure
\$100,000	Merit Pool (Proposed Implementation of May 2023)
\$60,000	2% CPI (Consumer Price Index) Increase to Salaries (Proposed Implementation of November 1, 2022)
\$60,000	2% Employer LAGERS Contribution Transition
\$200,000	Quincy Boulevard Sidewalk Construction (Located in CIP)
\$66,900	Street Maintenance Worker I- Full Time Position (Salary + Benefits)
\$67,880	Recreation Coordinator- Full Time Position (Salary + Benefits)
\$60,000	INCODE Version 10 Migration (upgrading from INCODE Version 9) for Financial Management, Human Resources, Utilities, and Development Services
\$47,850	Replacement of Two Parks Department Zero Turn Mowers and One Parks Department "Batwing" Style Mower



8/16/2022

9



FY2023 Proposed General Fund Operating Budget Recommendations

Budgeted Amount	Highlighted Expenditure
\$100,000	Additional Annual Overlay Program Funding
\$35,000	Annual VERF Support (with \$35,000 coming from the General Fund and \$35,000 from the CWWS Fund, for a total of \$70,000 in support)
\$25,000	Continuation of the Neighborhood Grant (Neighborhood Beautification and Improvements)
\$20,000	Wayfinding and Signage Design Guideline (Supported with 50% ARPA Tourism Match)
\$20,000	Smithville Main Street District (Funding Increased by \$10,000)
\$19,000	Replacement of Two City Hall Servers
\$6,500	Senior Center Interior Painting \$5,000 & Round Banquet Tables \$1,500
\$17,200	Six Police Workstation Computers & Four Mobile Data Terminals



8/16/2022

10



Alderman Russell asked if the salary shown for the two new positions, Street Maintenance Worker and Recreation Coordinator was the maximum salary range?

Cynthia explained that when staff incorporates the expenditure estimates we use the minimum salary but also include the highest cost of the benefit expenditures. She noted that the salary may be negotiated.

FY2023 Proposed General Fund Expenditure Summary by Category

General Fund Expenditures	Actual FY2021	FY2022 Budget	Projected FY2022	FY2023 Proposed Budget
Personnel Services	3,381,290	3,828,430	3,586,873	4,210,370
Commodities	807,340	976,780	1,063,572	973,520
Capital Outlay	565,360	209,600	214,330	459,060
Contractual Services	468,180	736,040	784,566	389,630
Transfers Out	40,000	155,000	155,000	35,000
Total Expenditures	\$5,270,160	\$5,905,850	\$5,784,140	\$6,067,570

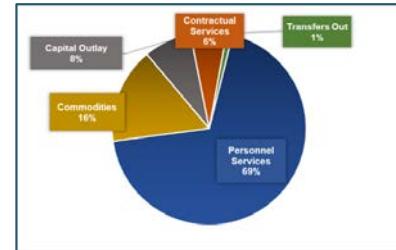
❑ 4.9% increase in total expenditures from Projected FY2022 to Proposed FY2023

8/16/2022

11



FY2023 Proposed General Fund Expenditures By Category

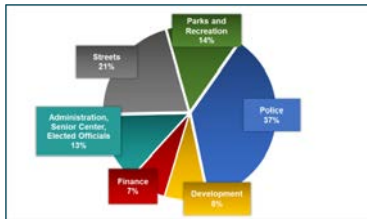


8/16/2022

12



FY2023 Proposed General Fund Expenditures By Department



- ❑ The Police Dept, Parks & Recreation Dept, and Streets Dept composed 72% of the General Fund Budget which funds these important municipal services
 - ❑ Public Safety
 - ❑ Road Maintenance
 - ❑ Recreational Amenities and Parks

8/16/2022

13



Proposed FY2023 – FY2027 5 Year CIP General Fund

Capital Improvement Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Quincy Boulevard Sidewalk (Construction)	\$300,000	-	-	-	-
Annual Asphalt Overlay Program (Construction)	\$100,000	\$100,000	\$100,000	-	-
Sidewalk Replacement (Construction)	-	\$50,000	\$50,000	-	-
Grand Total (Net Cost)	\$300,000	\$150,000	\$150,000	-	-



Asholt Overlay - Hospital Drive



Sidewalk Replacement

- Summary of General Fund 5 Year CIP \$600,000**
- ❑ Additional asphalt mill and overlay and sidewalk replacement funding identified as Board of Aldermen Priorities from the May 25 Retreat.
 - ❑ In addition, Quincy Boulevard Sidewalk has been added to the General Fund CIP for FY2023.
 - ❑ \$100,000 in additional annual Mill and Overlay Program monies in the General Fund bring total program funding to \$300,000 in FY2023 and \$400,000 in FY2024 and FY2025 (with \$300,000 existing in Transportation Sales Tax Fund).
 - ❑ \$50,000 in additional annual Sidewalk Replacement Program monies in the General Fund brings total program funding to \$75,000 in FY2024 and FY2025 (with \$25,000 existing in Transportation Sales Tax Fund).

8/16/2022

14



FY2023 Proposed General Fund Net Change in Fund Balance

	Actual FY21	Projected FY22	Proposed FY23
Beginning Fund Balance	\$ 3,588,970	\$ 3,738,229	\$ 3,173,806
Total Revenues	\$ 6,448,319	\$ 8,221,718	\$ 6,414,248
Total Expenses	\$ 5,270,160	\$ 5,784,140	\$ 6,067,570
Net Change in Fund Balance	\$ 178,189	\$ (862,424)	\$ (683,322)
Ending Fund Balance	\$ 3,736,229	\$ 3,173,805	\$ 2,520,483

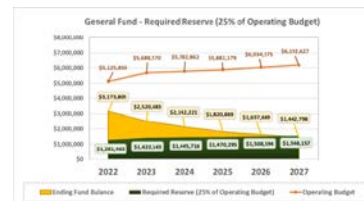
- ❑ The Proposed FY2023 budget would utilize just over \$680,000 in General Fund cash balance.

8/16/2022

15



Proposed FY2023 General Fund 5 Year Projected Cashflow Summary



- ❑ The Board of Aldermen approved a reduction in August 2nd, 2022 in the required General Fund reserve from 40% of the operating budget to 25% of the operating budget. This new reserve requirement is shown in green in the chart.
- ❑ With the proposed additions to the FY2023 budget, the City is projected to continue to utilize fund balance each year as time goes on.

8/16/2022

16



FY2022 CWWS Fund Beginning & Ending Cash Balance



8/16/2022

26



Proposed FY2023 CWWS (Non-Impact Cash) Fund 5 Year Projected Cashflow



- CWWS cashflow is projected to remain about the 20% required reserve throughout the next 5 years assuming rate increases.
- Utility Rate Study completed in 2022 prescribes annual rate increases for water and wastewater to pay for capital improvement projects and utility system upgrades.

8/16/2022

27



Transportation Sales Tax Fund CIP

Proposed FY2023 – FY2027 5 Year CIP Transportation Sales Tax Fund

Capital Improvement Project	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Annual Asphalt Overlay Program (Projects TBD)	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Annual Sidewalk Replacement	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
4th Street Road Reconstruction (Following Utility Improvements)	\$150,000	-	-	-	-
Commercial Street Sidewalk (Engineering)	\$150,000	-	-	-	-
Quincy Boulevard (Mill and Overlay)	\$100,000	-	-	-	-
Commercial Street Sidewalk (Construction)	-	\$750,000	-	-	-
Comments on Street Sidewalks (NORTH Reimbursement Grant)	-	(500,000)	-	-	-
Grand Total (Net Cost)	\$625,000	\$775,000	\$225,000	\$225,000	\$225,000

Summary of Transportation Sales Tax Fund 5 Year CIP \$2.2 million:

- City has secured grant funding (shown in green) in the amount of \$500,000 for the construction of Commercial Street Sidewalks.
- The Streets Division will recommend roads for selection into the annual asphalt mill and overlay program based upon the updated PCI (Pavement Condition Index) each year.
- Additional General Fund monies are proposed to expand available funding for the asphalt mill and overlay program in FY2023, FY2024, and FY2025.

8/16/2022

29



Pending Projects - CIP Transportation Sales Tax Fund

Pending Capital Improvement Projects	Cost Estimate
Raised Ped Crosswalk & Flashing Beacon - Maple Elm School	\$78,000
2nd Street Asphalt Overlay (169 to Bridge)	\$25,000
Diamond Crest - Asphalt Overlay	\$175,000
Madisonville Asphalt (Newport, Madisonville, Fletcher, Moxie)	\$230,000
180th Street Asphalt Overlay (169 Hwy to Old Jefferson)	\$750,000
Madisonville Asphalt Overlay (Remaining Roads)	\$725,000
Highland Avenue Asphalt Overlay (Halfway Up Hill)	\$30,000
North Main Street - Asphalt Overlay	\$200,000
13th Street Asphalt Overlay (Shared Agreement with County)	\$115,000
17th Street Asphalt Overlay (Shared Agreement with County)	\$80,000
South Bridge Street - Asphalt Overlay	\$145,000
Seal Coating/More Surfacing Downtown City Parking Lots	TBD
Grand Total (Net Cost)	\$2,585,000

- Summary of the Transportation Sales Tax Fund Pending Projects CIP \$2.6 million:
- The pending project list now includes the construction of a "Raised Pedestrian Crossing and Flashing Beacon" at the Maple Elementary School (highlighted in green).
 - Cost estimates have not been updated to reflect current market trends (2018 figures shown).

8/16/2022

30



Mayor Boley asked if there was any other work that need to be done on Second Street with the overlay? He asked if the Board would have any objection to working with the School District to try to get the Maple crosswalk funded. He noted that he receives a lot of complaints about people speeding through there and asked about the possibility of a speed bump type crosswalk could be put there like that one on Main Street.

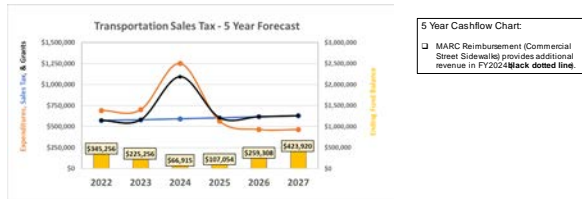
Alderman Ulledahl asked if there would be any less expensive way to slow down traffic in that area.

Mayor Boley noted that if it is made a school zone traffic would have to slow down.

Alderman Russell asked if there is any issue with line of sight where it would be located.

Mayor Boley noted that is the reason he would want it to be a raised crosswalk.

Proposed FY2023 Transportation Sales Tax Fund 5 Year Projected Cashflow



8/16/2022

31



Capital Improvement Sales Tax Fund CIP

Proposed FY2023 – FY2027 5 Year CIP Capital Improvement Sales Tax Fund

Capital Improvement Project & Debt Service	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Annual Transfer to Pay CO Debt	\$354,645	\$357,830	\$364,675	\$371,920	\$378,420
Downtown Streetscape North (Bridge Street) (Construction)	\$800,000	-	-	-	-
Downtown Streetscape North (Bridge Street) (MARC Reimbursement Grant)	(\$800,000)	-	-	-	-
Quincy Blvd & Owens Street (Street Reconstruction)	\$150,000	-	-	-	-
Sidewalk - 2nd Creek Bridge to Hwy 169 (Engineering)	-	\$150,000	-	-	-
Sidewalk - 2nd Creek Bridge to Hwy 169 (Construction)	-	-	\$500,000	-	-
Sidewalk - 2nd Creek Bridge to Hwy 169 (MARC Reimbursement Grant)	-	-	(\$500,000)	-	-
1st & Bridge Street - Round-A-Bout (Engineering)	-	-	\$250,000	-	-
1st & Bridge Street - Round-A-Bout (Construction)	-	-	-	\$500,000	-
1st & Bridge Street - Round-A-Bout (MARC Reimbursement Grant)	-	-	-	(\$500,000)	-
Grand Total (Net Cost)	\$816,645	\$967,830	\$814,675	\$871,920	\$378,420

Summary of the Capital Improvement Sales Tax Fund 5 Year CIP \$3.2 million:

- City has secured grant funding (shown in green) in the amount of \$488,000 for the construction of Downtown Streetscape North (Bridge Street).
- Applications for MARC grant reimbursement (shown in red) for the construction of sidewalk from 2nd Creek Bridge to Highway 169 and 1st Bridge Street Round-A-Bout.

8/16/2022

33



Pending Projects - CIP Capital Improvement Sales Tax Fund

Pending Capital Improvement Projects	Cost Estimate
Downtown Gateway Sign (Engineering)	\$70,000
Downtown Gateway Sign (Construction)	\$200,000
160th & Eagle Parkway Round-A-Bout (Engineering)	\$250,000
160th & Eagle Parkway Round-A-Bout (Construction)	\$1,000,000
160th & Eagle Parkway Round-A-Bout (MARC Reimbursement Grant)	(700,000)
Pope Lane Connection to Hwy 169 & Round-A-Bout (172nd) (Engineering)	\$500,000
Pope Lane Connection to Hwy 169 & Round-A-Bout (172nd) (Construction)	\$2,500,000
Pope Lane Connection Round-A-Bout (MARC Reimbursement Grant)	(2,000,000)
160th & Old Jefferson Round-A-Bout (Engineering)	\$250,000
160th & Old Jefferson Round-A-Bout (Construction)	\$1,000,000
160th & Old Jefferson Round-A-Bout (MARC Reimbursement Grant)	(700,000)
Grand Total (Net Cost)	\$2,370,000

Summary of the Capital Improvement Sales Tax Fund Pending Projects CIP (\$2.4 million)

- The following list is not prioritized and is a listing of all CIP Fund projects outside of the 5 Year CIP.
- Staff has submitted MARC reimbursement grant applications for the construction of the Pope Lane Connection to 169 Highway & Round-A-Bout with 172nd. Currently, these reimbursement funds are not secured (and shown in red).

8/16/2022

34



Cynthia noted that staff recommends the Board consider finding better use of the funds slated for the downtown gateway sign engineering and construction.

Mayor Boley said that with the wayfinding grant the City is receiving that will design all of the signage for the entire City, those funds should be better used for something else.

Alderman Ulledahl said that he would like to see a really brilliant design for signage from wayfinding.

Cynthia asked if the Board would consider allocating a portion of funding to be able to implement the wayfinding recommendations.

Alderman Ulledahl said that he would like wayfinding to come up with something different for the downtown area, not just the universal way finding signs.

Cynthia noted that the location of where the downtown sign would be able to be placed would have to have MoDOT authorization also if located on 169 Highway.

Mayor Boley noted he would like to see signage located at the intersection of 435 and 169 Highway.

Proposed FY2023 Capital Improvement Sales Tax Fund 5 Year Projected Cashflow



5 Year Cashflow Chart:

- MARC Reimbursement (Downtown Streetscape North, Bridge Street) provides additional revenue in FY2023 (black dotted line).
- Potential reimbursements in FY2025 and FY2026 for CIP projects (black dotted line).

8/16/2022

35



Parks and Stormwater Sales Tax CIP

Proposed FY2023 – FY2027 5 Year CIP Park and Stormwater Sales Tax Fund

Capital Improvement Project	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Donny Reimbursement and Donny Street Cuts and Stormwater Reimbursement	\$240,000	-	-	-	-
Donny Ridge Neighborhood Park & Signage	\$152,000	-	-	-	-
Donny Ridge Neighborhood Park & Signage	\$201,000	-	-	-	-
Diamond Creek Multi-Use Trail (Stormwater Reimbursement)	\$181,000	-	-	-	-
Stormwater Master Plan	\$152,000	-	-	-	-
City View Park Signage	\$30,000	-	-	-	-
Annual Stormwater Program (Priority 1B)	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Recreation Trail - 1 (Stormwater)	\$100,000	-	-	-	-
Smith's Fork (Sport Courts, State Park, Basketball Court, (Reimbursement))	-	-	\$300,000	\$300,000	-
Smith's Fork (Sport Courts, State Park, Basketball Court) (Stormwater Reimbursement)	-	-	(\$300,000)	-	-
Smith's Fork Park Complex (Design)	-	-	-	-	\$640,000
Grand Total (Net Cost)	\$650,000	\$200,000	\$100,000	\$400,000	\$740,000

Summary of the Parks and Stormwater Sales Tax Fund 5 Year CIP (\$2.17 million):

- \$100,000 is allocated annually for a Stormwater Project Program (Priority 1B).
- Staff is tentatively planning for a Diamond Creek Neighborhood Multi-Use Trail in FY2023 (shown in red). Completing the project is contingent on receiving grant reimbursement monies of approximately \$181,000.
- Creation of a Stormwater Master Plan was originally slated for FY2022 and is reallocated to be funded in FY2023 (awaiting GIS completion).
- Financial strategy of saving cash to fund construction of Smith's Fork Park Complex in FY2026 and FY2027.

8/16/2022

37



Pending Projects - CIP Park and Stormwater Sales Tax Fund

Pending Capital Improvement Projects	Cost Estimate
Smith's Fork Park (4 Plex Baseball, Site Development)	\$3,250,000
Headstone Court Park (Public Art and Landscaping)	\$110,000
Heritage Park (Major Improvements/Site Development)	\$4,560,000
Heritage Park Loop Trail	\$250,000
Wildflower Neighborhood Park	\$350,000
Smith's Fork Park (4 Plex with Baseball and Site Development)	\$3,250,000
Maple Lane - Curb and Stormwater (Engineering)	\$15,000
Maple Lane - Curb and Stormwater (Construction)	\$175,000
North Bridge Street - Curb and Stormwater (Engineering)	\$40,000
North Bridge Street - Curb and Stormwater (Construction)	\$200,000
Dundee Road - Curb and Stormwater (Engineering)	\$18,000
Dundee Road - Curb and Stormwater (Construction)	\$91,000
South Bridge Street - Curb and Stormwater (Engineering)	\$24,000
South Bridge Street - Curb and Stormwater (Construction)	\$120,000
South Main Street - Curb and Stormwater (Engineering)	\$5,000
South Main Street - Curb and Stormwater (Construction)	\$25,000
Grand Total (Net Cost)	\$14,423,200

Summary of the Parks and Stormwater Sales Tax Fund Pending Projects CIP (\$14.4 million):

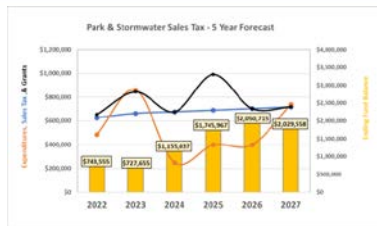
- Smith's Fork Park (4 Plex with Baseball and Site Development) \$3,250,000
- Heritage Park (Major Improvements, Site Development) \$4,560,000
- Smith's Fork Park (Destination Development) \$5,240,000
- Pending Stormwater Projects
- Pending the Stormwater Master Plan (planned completion in FY2023), listed stormwater projects are subject to change.

8/16/2022

38



Proposed FY2023 Park & Stormwater Sales Tax Fund 5 Year Projected Cashflow



5 Year Cashflow Chart:

- Reimbursement opportunity (Diamond Creek Multi-Use Trail) provides additional revenue in FY2023 (black dotted line).
- Reimbursement opportunity for Smith's Fork Park - Sport Courts, State Park, Basketball Court) provides additional revenue in FY2025 (black dotted line).

8/16/2022

39

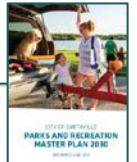


Proposed FY2023 Park & Stormwater Sales Tax Fund Target Savings Strategy



Target Savings Strategy

- City is employing a financial strategy to save \$2 million dollars to pay for the first signature park project from the Parks & Recreation Master Plan.
- Smith's Fork Park Design FY2027
- Smith's Fork Park Construction (75% Cost) FY2028
- Smith's Fork Park Construction (25% Cost) FY2029



8/16/2022

40



Proposed FY2023 Vehicle and Equipment Replacement Fund

Proposed FY2023 Budget Vehicle and Equipment Replacement Fund



Summary of the Vehicle and Equipment Replacement Fund

- As of July 2022, the City is leasing 32 vehicles with Enterprise Fleet Management.
- As of July 2022, the City has sold 44 vehicles (3 in-house and 1 leased) with Enterprise (funds received) and the City is awaiting payment on multiple vehicles which have been auctioned.
- The City has "flipped" 3 vehicles which were leased through EFM which have produced equity/gains for the City. The City is awaiting an equity payment 2 of these vehicles.
- 4 Police Interceptors are currently on order from EFM which will begin the process of replacing aging patrol vehicles.

8/16/2022

42



Cynthia noted that we are getting a lot more on the vehicles being sold than anticipated. She explained that we received \$20,000 more on one vehicle than we paid for it.

Alderman Ulledahl asked if the timeline for receiving the vehicles was getting better.

Stephen explained that it depends on what type of vehicle it is. We have to keep asking for updates on the police interceptors.

Cynthia noted that the police interceptors have been on order since last year.

Stephen said that the issue is the vehicle are at the plant waiting on microchips. He noted that in the past two months we have received approximately six or eight new vehicles.

Proposed FY2023 Budget Sanitation Fund

Proposed FY2023 Budget Sanitation Fund



Summary of the Sanitation Fund

- As of July 2022, the City of Smithville contracts with GFL to service just over 8,300 regular trash accounts and service just over 400 senior rate trash accounts (available for account holders ages 65 and older).
- GFL will be increasing the City contracted trash rates by 5%.
- Monthly Trash Charge to increase by 5% from \$18.37 per month to \$19.29 per month.
- Senior Trash Charge (15% Discount) to increase by 5% from \$15.62 per month to \$16.40 per month.

8/16/2022

44



Concluding Budget Summaries

Proposed FY2023 – FY2027 5 Year CIP All Funds Total

Capital Improvement Projects - All Funds	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
General Fund	\$300,000	\$150,000	\$150,000	-	-
Combined Water/Wastewater Fund - Non Impact Projects	\$7,075,000	\$3,805,000	\$3,400,000	\$6,600,000	\$7,000,000
Combined Water/Wastewater Fund - Water Impact Projects	\$200,000	\$550,000	-	-	-
Combined Water/Wastewater Fund - Wastewater Impact Projects	\$700,000	\$650,000	-	-	-
Transportation Sales Tax Fund	\$625,000	\$575,000	\$325,000	\$325,000	\$325,000
Debt Service Fund	\$343,040	\$351,333	\$353,850	\$360,569	\$361,625
Capital Improvement Sales Tax Fund	\$816,845	\$507,830	\$814,875	\$671,920	\$378,420
Parks and Stormwater Sales Tax Fund	\$680,000	\$250,000	\$100,000	\$400,000	\$740,000
Capital Projects Fund	-	-	-	-	-
ARPA Fund	-	-	-	-	-
Grand Total (Net Cost)	\$10,739,885	\$6,839,163	\$5,143,725	\$8,357,489	\$8,805,045

□ 5 Year CIP Total of **\$39,885,306** (Net Cost) across all budgeted funds

8/16/2022

46



Proposed FY2023 All Funds Summary

	2023 Projected Beginning Balance	2023 Proposed Revenues	2023 Proposed Expenditures	2023 Projected Ending Balance
General Fund	3,173,805	5,414,248	6,067,570	2,520,483
Capital Improvement Sales Tax Fund	261,454	1,152,100	1,305,370	108,184
Capital Projects Fund	181,855	40,000	-	221,855
Combined Water/Wastewater Fund	5,067,869	9,320,817	12,040,625	2,348,061
Debt Service Fund	255,934	354,845	343,040	267,739
Park and Stormwater Sales Tax Fund	762,118	845,100	861,000	746,218
Sanitation Fund	63,719	915,860	900,600	78,979
Special Allocation Fund	183,291	705,000	703,000	185,291
Commons CID Fund	126,096	377,250	483,773	19,573
Transportation Sales Tax Fund	348,072	582,250	702,250	228,072
Vehicle And Equipment Replacement Fund	170,382	422,100	381,750	210,732
American Rescue Plan Act Fund	-	-	-	-
Donation Fund	16,500	10,500	20,000	7,000
Appointed Counsel Fund	2,045	-	2,045	-
Judicial Education Fund	3,447	-	3,447	-
Technology Upgrade Fund	2,474	-	2,474	-
DWI Recovery Fund	13,972	4,000	12,000	5,972
Police Training Fund	14,500	3,000	12,000	5,500
Grand Total	\$ 10,647,533	\$ 20,147,070	\$ 23,840,944	\$ 6,953,659

□ The FY2023 Budget features **18** Budgeted Funds totaling just over **\$20.1 million** in revenues and just over **\$23.8 million** in expenditures.

8/16/2022

47



FY2023 Budget Process Schedule

- 5 Year Capital Improvement Program Review and Discussion (**May 17th**)
- Board of Aldermen Retreat/Financial Summit (**May 25th**)
- Schedule of Fees Review and Discussion (**June 21st**)
- FY2023 Operating Budget and 5 Year CIP Review: 1st Discussion (**August 16th**)
- FY2023 Operating Budget and 5 Year CIP Review: 2nd Discussion If Needed (**September 6th**)
- First Reading of the FY2023 Budget (**October 4th**)
- Adopt the FY2023 Budget on 2nd Reading (**October 18th**)

Mayor Boley asked if staff would have the FY2023 budget ready to bring forward for approval in September.

Cynthia explained that staff recommends staying on the October schedule since we do not encumber funds and if we see projects that are not going to be finished in FY2022, those expenditures would have to be budgeted for next year. She noted that if the Board concurs with this FY2023 budget plan as outlined, staff is planning to meet to start putting together a timeline for FY2023 projects and bidding schedule.

Alderman Chevalier noted that in the Board retreat they discussed animal control and combining a couple of part-time positions and does not see it in the FY2023 budget.

Cynthia explained that is slated for Board discussion in September or early October. She noted that Alderman Kobylski is working with the Friends of Megan's Paws and Claws and looking at some alternatives to provide services. Once staff has Board feedback from that discussion it will be incorporated into the FY2023 budget.

Mayor Boley noted that Chief Lockridge has provided a lot of information concerning counties and is now working with the Clay and Platte County Sheriff's Departments on the possibility of other routes to take.

Alderman Russell asked if this plan included the increases from the utility rate study.

Cynthia noted that it does and all of the other Board recommendations .

5. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:45 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

August 16, 2022, 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:00 p.m. following the Work Session. A quorum of the Board was present: John Chevalier, Kelly Kobylski, Ronald Russell, Marv Atkins and Dan Ulledahl. Dan Hartman was present via Zoom.

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

2. Pledge of Allegiance led by Alderman Kobylski

3. Consent Agenda

- **Minutes**
 - August 2, 2022, Board of Aldermen Work Session Minutes
 - August 2, 2022, Board of Aldermen Regular Session Minutes
- **Finance Report**

Finance Report for July 2022
- **Resolution 1097, Agreement with Grace Community Church**

A Resolution authorizing and directing the Mayor to execute an agreement with Grace Community Church for use of Smith's Fork Park September 15, 16, and 17, 2022 for the purpose of hosting Nehemiah Festival.
- **Resolution 1098, Renaming Hawthorne Park**

A Resolution approving the renaming of Hawthorne Park to the "Humphrey and Nancy Smith Park."
- **Resolution 1099, Purchase of Winter Materials**

A Resolution authorizing the purchase of winter materials from Central Salt, LLC in the amount of \$74.77 per ton.
- **Resolution 1100, Destination Safe Grant**

A Resolution authorizing and directing the Mayor to sign the contract with the Missouri Highway and Transportation Commission for the Destination Safe Grant.

Alderman Ulledahl moved to approve the consent agenda. Alderman Kobylski seconded the motion.

No discussion.

Ayes – 5, Noes – 0, Abstained – 1 (Alderman Chevalier), motion carries. The Mayor declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Mayor Boley reported on the August 9, 2022, Planning and Zoning Commission meeting. Currently we have approximately 50 building permits for the year. We have received a permit from NAPA Auto Parts to be located in the old Price Chopper building. He noted that we now have \$35 million in new commercial business.

Alderman Hartman reported on the August 9, 2022, Finance Committee meeting. They reviewed two months of reconciled checks since they did not meet the previous month. They reviewed the FY2022 budget nine-month update. They also looked at next year's proposed budget and provided some feedback on it. He is excited about all the work Stephen Larson, Finance Director and his staff have done putting this together.

5. City Administrator's Report

Cynthia highlighted the information on the TIF Commission appointment process outlined in the memo in the packet from Megan Miller from Gilmore Bell. The Mayor will be signing the executive agreement tomorrow and we will proceed with that process.

Members of management team had the opportunity to tour the CPC facility yesterday. Cynthia noted that it is an impressive facility. They did have their final inspection for temporary occupancy today and that went well. They have not started the grow process yet, but staff was able to tour the entire infrastructure. Staff was able to ask a lot of questions on the production process and also their process of bill payments. One of the things when the amendment was passed a few years ago was concern about cash management. Staff learned they do not pay in cash as originally thought, they now have financial institutions available to them.

Cynthia noted that the aerator for the water treatment plant is on back order and staff will make adjustments to projects as necessary.

Cynthia acknowledged Festiville which was held this past weekend. Staff estimated that this was probably the largest crowd, by a pretty significant amount estimated between 5,000 and 6,000 people in the downtown area. Cynthia noted that came off remarkably well for that large of a crowd. She said the Police Department will be reaching out to the organizer and think through some changes and enhancements for future events.

Alderman Ulledahl asked if there were any medical calls.

Cynthia said we were not sure if there were any. The only issues the police dealt with were four children missing from parents and a missing wallet that was located.

Alderman Russell noted that he had nothing but positive feedback on it.

ORDINANCES & RESOLUTIONS

6. Bill No. 2952-22, Re-Adopt the Code of Ethics – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2952-22, to re-adopt the Code of Ethics to comply with Missouri Ethics Commission standards. 2nd reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2952-22 approved.

7. Bill No. 2953-22, Term of Office of the Mayor and Aldermen – 2nd Reading

Alderman Hartman moved to approve Bill No. 2953-22, calling for the questions regarding the length of the term of office for the Mayor and the Board of Aldermen increasing the term from two years to four years to be placed on the November 8, 2022, election ballot. 2nd reading by title only. Alderman Kobylski seconded the motion.

Alderman Russell noted that he would agree to this if there could be a term limit and reminded that at the last meeting staff noted that is not an option.

Alderman Chevalier noted that he would have preferred a term limit but to let the voters decide.

Upon roll call vote:

Alderman Russell – No, Alderman Atkins – Aye, Alderman Hartman – Aye,
Alderman Chevalier – Aye, Alderman Kobylski – Aye, Alderman Ulledahl- Aye.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2953-22 approved.

8. Bill No. 2955-22, Amending Section 225.090 – Smoking in City Parks – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2955-22, amending Section 225.090 to include a regulation stating that smoking is prohibited at all indoor and outdoor parks and facilities, except at individual camp sites at the campground. 1st reading by title only. Alderman Russell seconded the motion.

Alderman Russell asked how this would be enforced?

Matt Denton, Parks Director, said that this is more of a deterrent than an enforcement. Matt noted that we already have a no smoking policy in some areas in the parks and with the approval of this signage will be posted. He said that it will take time, but the goal is to try to deter smoking in the parks as much as possible.

Alderman Ulledahl noted that it would probably be more complaint based.

Cynthia said yes more complaint based but also peer enforcement, people feel more comfortable calling someone out if there is a sign.

Alderman Chevalier asked if as we are rolling this out there could be staff presence in the parks to help give the people reminders of this.

Matt said that could be done.

Cynthia noted that in coaches meetings staff could remind them of the rules so the coaches could let the parents know and we could also create an informational campaign.

Alderman Russell asked if there were designated smoking areas where people could be pointed to.

Mayor Boley explained that the current Ordinance allowed for smoking in designated areas only and this amendment is removing those areas.

Upon roll call vote:

Alderman Kobylski – Aye, Alderman Russell – Aye, Alderman Chevalier – Aye,
Alderman Hartman – Aye, Alderman Ulledahl – Aye, Alderman Atkins- Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2955-22 approved first reading.

9. Bill No. 2956-22, Budget Amendment No. 5 – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2956-22, amending the FY2022 budget to operating budget to add \$200,000 to the expenditure budget and \$15,000 to the revenue budget. 1st reading by title only. Alderman Kobylski seconded the motion.

No discussion.

Upon roll call vote:

Alderman Atkins – Aye, Alderman Chevalier – Aye, Alderman Ulledahl – Aye,
Alderman Russell – Aye, Alderman Kobylski – Aye, Alderman Hartman - Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2956-22 approved first reading.

10. Resolution 1101, Final Plat, Hildebrand Estates

Alderman Ulledahl moved to approve Resolution 1101, approving the final plat for Hildebrand Estates creating one lot of 11 acres at the corner of Lowman Road and 16th Street. Alderman Russell seconded the motion.

Alderman Hartman recused himself.

Alderman Russell asked if the City would have a need of this land in the future?

Jack Hendrix explained that the City owns 66 acres of land in that area so would have no need for it.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1101 approved.

OTHER MATTERS BEFORE THE BOARD

11. Public Comment

None

12. New Business from the Floor

Alderman Hartman noted that he has had residents contact him wanting to build ADUs (Accessory Dwelling Units) on their existing property. He said that with current zoning it does not allow them. He noted that it is one of the excerpts in the City's Comprehensive Plan and it lists exploring, incorporating accessory dwelling units as part of Smithville's housing policy. Alderman Hartman explained that he would like to see the current code changed to allow this.

Jack Hendrix, Development Director explained that this calls for a SWAT analysis that staff have get prepped for it to be presented to the Planning and Zoning Commission for approval first. He noted that it would be better for staff to work on in the winter months when they were not a busy. He did say that he had begun some of the work on it.

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

Alderman Ulledahl moved to adjourn to Executive Session pursuant to Section 610.021(1&2)RSMo. Alderman Kobylski the motion.

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

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

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1102, Liquor License – Richard T. Bryant doing business as Express Stop Smithville at 124 North US Highway 169.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1102, approving a liquor license to Richard T. Bryant doing business as Express Stop Smithville.

SUMMARY:

Richard T. Bryant, owner/partner of Express Stop Smithville, has a completed a Liquor License Application for his business to be located at 124 North US 169 Highway.

Mr. Bryant has requested the following licenses:

Intoxicating Liquor Original Package (all kinds)
Sunday Sales
Intoxicating Liquor Original Package Tasting

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be September 7, 2022. Ms. Burton has remitted payment to cover licensing through June 30, 2023.

PREVIOUS ACTION:

Resolution 943 was approved July 19, 2021 for a Liquor License at this location.

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: Approval Recommendation Letter | |

RESOLUTION 1102

A RESOLUTION ISSUING LIQUOR LICENSE TO RICHARD T. BRYANT FOR OPERATION OF EXPRESS STOP SMITHVILLE

WHEREAS, Richard T. Bryant, owner/partner of Express Stop Smithville, has completed the required applications for Intoxicating Liquor Original Package (all kinds), Sunday Sales and Tastings licenses, and;

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

WHEREAS, the background check did not reveal anything to prevent approval of City liquor licenses.

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

**THAT LIQUOR LICENSES BE ISSUED TO RICHARD T. BRYANT FOR
OPERATION OF LIQUOR AND TOBACCO, LOCATED AT 124 NORTH 169
HIGHWAY.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



August 17, 2022

Cynthia Wagner:

I have reviewed the liquor application submitted by Richard Bryant (Convenience Grocery Group 6401 LLC)). I have reviewed Mr. Bryant's background as well as public records and found nothing that would disqualify him from being issued a liquor permit.

I would recommend that Mr. Bryant be issued a city liquor permit pursuant his request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 1103 – Acknowledgement of an Emergency Purchase

RECOMMENDED ACTION:

A motion to approve Resolution 1103, acknowledging an emergency expenditure in the amount of \$9,897.24.

SUMMARY:

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

To that end, authorization of an emergency purchase in the amount of \$9,897.24 is included in the attached resolution. This purchase was approved by the City Administrator after staff discovered problems the operation of a street division dump truck.

The dump truck is a 2004 Chevy 7500 and has a manifold leak causing exhaust to enter the cab. The A/C clutch also froze up and began smoking. The truck is used to haul materials for disposal, road repair and during snow removal operations.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Equipment Maintenance

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance of equipment are available in the street division operational budget.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1103

A RESOLUTION ACKNOWLEDGING AN EMERGENCY PURCHASE IN THE AMOUNT OF \$9,897.24

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

WHEREAS, one of the City's dump trucks has a leaking manifold and needed repairs; and

WHEREAS, this equipment is used in street division operations to repair roads and remove snow; and

WHEREAS, the estimate for repair is \$9897.42.

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

THAT the Board acknowledges the emergency purchase in the amount of \$9,897.42 for repairs to the Street Division Dump Truck. Funds for this work are available in the 2022 equipment repairs and maintenance of the street division operations budget.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CUSTOMER #:

108191

PREWORKORDER



CITY OF SMITHVILLE
107 W MAIN ST
SMITHVILLE, MO 64089-9384
ATURNER@SMITHVILLEMO.ORG

Page 1 of 1

Light Duty Service
3900 Great Midwest Drive
Kansas City, MO 64161
(816) 455-7262

REMIT TO
3915 N.E. RANDOLPH RD
KANSAS CITY, MO 64161

Heavy Duty Service & Sales
4001 N.E. RANDOLPH RD.
K.C., MO. 64161
(816) 455-7262

Kansas Parts & Service
6608 Kaw Drive
KANSAS CITY, KS 66111
(913) 647-9100

HOME: 8165320500 CONT: 8165320500

BUS:

CELL:

SERVICE ADVISOR: Scott Emrich

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
	2005	Chevrolet KODIAK		1GBL7C1E55F523382			34312		356
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
05/11/2005								08/12/2022	
R.O. OPENED		READY		OPTIONS:					
07/27/2022									

LINE	OP CODE	DESCRIPTION	DURATION	ESTIMATE
# A	TMD	DIAGNOSIS OF CUSTOMERS CONCERN (TRIAGE MD)		125.00
# B	EXH REP ER	CUSTOMER STATES THERE IS AN EXHAUST LEAK EXHAUST MANIFOLDS BROKE AND IS LEAKING BAD ENGINE REPAIR	16.00 5.00	443.29 5714.11 1420.21
# C	102	CUSTOMER REQUEST TO REPLACE A/C COMPRESSOR (QUOTE FIRTS)		44.98
	102	AIR COND REPAIR	2.50	1151.39
# D	GMPIM	MEDIUM DUTY MULTI-POINT TRUCK INSPECTION		0.00

Subtotal 8898.98

Shop Charges 225.00

Printed On 08/12/2022 11:22 AM

Sales Tax 773.26

Estimate Expires on 09/11/2022

Total 9897.24**WARRANTY DISCLAIMER**

ALL PARTS AND ACCESSORIES SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTORS SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES. DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

PRELIMINARY ESTIMATE \$ 9897.24

AUTHORIZED BY X

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Police

AGENDA ITEM: Resolution 1104, MoDOT Driving While Intoxicated Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 1104, authorizing the Mayor to sign a contract with the Missouri Highway and Transportation Commission for a 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 \$2,926, 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 for more than 15 years.

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 1104

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT 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.

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 a contract with the Missouri Highways and Transportation Commission in the amount of \$2,926 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 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

06/07/2022

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: Impaired Driving Enforcement
Project Number: 23-M5HVE-03-024
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Funding Source: 405d / 20.616

Type of Project: Initial

Started: 10/01/2022

Federal Funds Benefiting

State:

Local: _____ \$2,926.00

Total: _____ \$2,926.00

Source of Funds

Federal: _____ \$2,926.00

State:

Local: _____ \$0.00

Total: _____ \$2,926.00

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: 10/01/2022

Through: 09/30/2023

Prepared By

Wilson, Scott

Damien Boley, Mayor

September 6, 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 \$2,926.00**; 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;

CONTRACT CONDITIONS - PAGE 9

- 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 (LETSAAC) 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 22.0 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 80.2 percent of substance-impaired driving fatalities. Nine 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.

Officers will conducted one, four-hour block of DWI enforcement per month. Enforcement times will be Friday and Saturday nights between the hours of 7:00 p.m. and 5:00 a.m. Additional enforcement times may be authorized during known drinking holidays.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 222.8 alcohol-impaired driving involved fatalities by December 31, 2022.

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, bringing our total number of crashes to 25 over the next three years.

PROJECT DESCRIPTION

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 Interstate's: 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 2018-2020, there were a total of 15,647 motor vehicle crashes in Clay County, including the City of Smithville. Of those 15,647 crashes 641 were alcohol or related. Of the 641 drug and alcohol related crashes 10 were fatal, 253 listed person injuries to 328 individuals. Clay County and the City of Smithville have consistently experienced a high percentage of drinking-involved crashes. During 2016 - 2020 Smithville made 437 DWI arrests. In 2021 Smithville Officers made 96 DWI arrests.

The following shows comparative analysis of Smithville, Clay County and Platte County and their prospective statewide crash rankings. These records are for the 2018 - 2020 period:

Drinking-Involved Traffic Crashes:

Smithville - 20
Clay County - 555
Platte County - 258

Personal Injury, Drinking-Involved Crashes:

Smithville - 7
Clay County - 214
Platte County - 87

Fatal Drinking-Involved Crashes:

Smithville - 1
Clay County - 9
Platte County - 4

Alcohol and Drug Involved Fatal & Personal Injury Crashes:

Smithville - 10
Clay County - 263
Platte County - 104

The following statistics were pulled from alcohol influence reports (AIR) 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
2021: Average BAC of a subject who submitted to the chemical test 0.143g/210L. 34 Refusals. 29 DWI Drug

Most of the crashes where drugs or alcohol were contributing factors took place between 7:00 p.m. and 5:00 a.m.

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?	Yes
11 If YES, please explain.	
<p>During FY21 and thus far in FY22, the Smithville Police Department had seven (7) vacancies at one time. Much of the department declined to work grant overtime due to required shift coverage. The department has now hired six of those seven positions, with four expected to be done with field training when this grant period opens.</p>	
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.	
<p>During FY21 and thus far in FY22, the Smithville Police Department had seven (7) vacancies at one time. Much of the department declined to work grant overtime due to required shift coverage. The department has now hired six of those seven positions, with four expected to be done with field training when this grant period opens. We also faced COVID-related enforcement restrictions early in the pandemic.</p>	
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.	99
19	Total number of speeding citations written by your agency.	530
20	Total number of HVM citations written by your agency.	783
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	2
23	Total number of warnings issued.	1485

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.	392
25	Total number of traffic crashes resulting in a fatality.	4
26	Total number of traffic crashes resulting in a serious injury.	88
27	Total number of speed-related traffic crashes.	67
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.	17
30	Total number of alcohol-related traffic crashes.	24
31	Total number of alcohol-related traffic crashes resulting in a fatality.	1
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	20
36	Total number of commissioned patrol and traffic officers.	14
37	Total number of commissioned law enforcement officers available for overtime enforcement.	18

38	Total number of vehicles available for enforcement.	8
39	Total number of radars/lasers.	11
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.

Primary enforcement locations will be the US 169 and MO-92 corridors as they are the two main thoroughfares through the city.

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 activity will be conducted all 12 months.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement activities will be conducted Friday and Saturday nights. With additional times added around popular drinking holidays.

47 Enter the time of day in which enforcement will be conducted.

Enforcement activities will take place between 7:00 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	Overtime for Enforcement Activities	48.00	\$37.00	\$1,776.00	\$0.00	\$1,776.00
					\$1,776.00	\$0.00	\$1,776.00
Training							
	Professional Development	State DWI/DRE Conference	2.00	\$575.00	\$1,150.00	\$0.00	\$1,150.00
					\$1,150.00	\$0.00	\$1,150.00
Total Contract					\$2,926.00	\$0.00	\$2,926.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
----------------------	--------------------	---------------------------	-------------------



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On September 6, 2022 the Council of the City of Smithville
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Smithville
_____ will participate in Missouri's Highway Safety Program.

Driving While Intoxicated Enforcement Grant

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

Council Member Ronald Russell

Council Member Dan Ulledahl

Council Member Leeah Shipley

Council Member John Chevalier

Council Member Dan Hartman

Council Member Marv Atkins

Council Member

Council Member

Mayor Damien Boley



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Police

AGENDA ITEM: Resolution 1105 - MoDOT Hazardous Moving Violation Enforcement Grant Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 1105, authorizing the Mayor to sign a contract with the Missouri Highway and Transportation Commission for a 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 \$3,476 for overtime operations and funding for the Missouri Law Enforcement Traffic Safety Advisory Council Conference.

PREVIOUS ACTION:

This is an annual grant application that the Police Department has participated in for over 15 years.

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 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 1105

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING FUND ADDITIONAL ENFORCEMENT AND.

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

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 in the amount of \$3,476 to fund additional enforcement and training.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CONTRACT

Form HS-1

Version: 1

06/07/2022

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: 23-PT-02-056
Project Category: Police Traffic Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2022

Federal Funds Benefiting	
State:	
Local:	\$3,476.00
Total:	\$3,476.00

Source of Funds	
Federal:	\$3,476.00
State:	
Local:	\$0.00
Total:	\$3,476.00

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: 10/01/2022
Through: 09/30/2023

<hr/>	<hr/>
Subrecipient Authorizing Official	Date
<hr/>	<hr/>
Subrecipient Project Director	Date
<hr/>	<hr/>
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 \$3,476.00**; 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;

CONTRACT CONDITIONS - PAGE 9

- 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 (LETSAAC) 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 (2015-2019), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 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 Interstate's: 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 STARS data from calendar years 2018, 2019 and 2020 there were 392 traffic crashes within the Smithville city limits. Of these 392 crashes, 88 crashes (22%) resulted in 129 injuries and 4 fatalities.

While investigating crashes in the city, 795 contributing factors were identified by officers. The top three contributing factors were failure to yield (16.6%), inattention (15.8%) and following too close (14.1%). These three factors were present in 29% of all crashes. Speed, including too fast for conditions and exceeding the posted limit, were identified as probable contributing circumstances 55 times (11.1%).

Using available data from the Missouri State Highway Patrol from 2018-2020, there were a total of 15,647 motor vehicle crashes in Clay County, including the City of Smithville. Of those 15,647 crashes, 3,696 resulted in personal injury and 57 resulted in fatalities. Speed was involved in 2,346 of the 15,647 crashes and distracted driving was involved in 1,555 crashes.

The following shows comparative analysis of where Smithville, and Clay and Platte Counties rank:

Speed Involved Crashes:

Smithville - 67
Clay County - 2,346
Platte County - 1,181

Fatal and Personal Injury Speed Involved Crashes:

Smithville - 18
Clay County - 675
Platte County - 309

Distraction Involved Crashes:

Smithville - 83
Clay County - 1,555
Platte County - 619

Fatal and Personal Injury Distraction Involved Crashes:

Smithville - 24
Clay County - 435
Platte County - 165

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 56% of all crashes in the city take place on US 169 Highway.

Over half (60%) of crashes occur in two blocks of time, 7:00-9:00 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.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 361.0 speed related fatalities by December 31, 2022.

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 hazardous moving violation (HMV) enforcement once a month, every month.

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 56% of all crashes in the city take place on US 169 Highway. Over half (60%) of crashes occur in two blocks of time, 7:00-9:00 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.

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?	Yes
11 If YES, please explain.	
<p>During FY21 and thus far in FY22, the Smithville Police Department had seven (7) vacancies at one time. Much of the department declined to work grant overtime due to required shift coverage. The department has now hired six of those seven positions, with four expected to be done with field training when this grant period opens.</p>	
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.	
<p>During FY21 and thus far in FY22, the Smithville Police Department had seven (7) vacancies at one time. Much of the Department declined to work grant overtime due to required shift coverage. The Department has now hired six of those seven positions, with four expected to be done with field training when this grant period opens. We also faced COVID-related enforcement restrictions early in the pandemic.</p>	
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.	99
19	Total number of speeding citations written by your agency.	530
20	Total number of HVM citations written by your agency.	782
21	Total number of child safety/booster seat citations written by your agency.	4
22	Total number of safety belt citations written by your agency.	2
23	Total number of warnings issued.	1485

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.	392
25	Total number of traffic crashes resulting in a fatality.	4
26	Total number of traffic crashes resulting in a serious injury.	88
27	Total number of speed-related traffic crashes.	67
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.	17
30	Total number of alcohol-related traffic crashes.	24
31	Total number of alcohol-related traffic crashes resulting in a fatality.	1
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	0
34	Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	20
36	Total number of commissioned patrol and traffic officers.	14
37	Total number of commissioned law enforcement officers available for overtime enforcement.	18

38	Total number of vehicles available for enforcement.	8
39	Total number of radars/lasers.	11
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.

Primary enforcement locations will be the US 169 and MO-92 corridors as they are the two main thoroughfares through the city.

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 activity will be conducted all 12 months.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement activity will be generally be conducted Monday through Friday.

47 Enter the time of day in which enforcement will be conducted.

Over half (60%) of crashes occur in two blocks of time, 7:00-9:00 a.m. and 2:00-7:00 p.m. This time represents morning and afternoon rush hour, as well as school release times.

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 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.

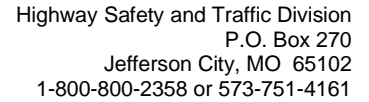
ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime for Enforcement Activities	48.00	\$37.00	\$1,776.00	\$0.00	\$1,776.00
					\$1,776.00	\$0.00	\$1,776.00
Training							
	Professional Development	LETSAC for two Officers, with lodging	2.00	\$850.00	\$1,700.00	\$0.00	\$1,700.00
					\$1,700.00	\$0.00	\$1,700.00
Total Contract					\$3,476.00	\$0.00	\$3,476.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
----------------------	--------------------	---------------------------	-------------------



On September 6, 2022 the Council of the City of Smithville
 held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

Hazardous Moving Violation Enforcement Grant

Mayor Damien Boley



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1106 - Stormwater Master Plan Discovery Phase

REQUESTED BOARD ACTION:

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

SUMMARY:

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

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

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

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

PREVIOUS ACTION:

This project has been included in the Capital Improvement Program

POLICY ISSUE:

Continued service and infrastructure maintenance

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☒ Contract

☐ Plans

☐ Staff Report

☒ Other: Project Map

☐ Minutes

RESOLUTION 1106

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

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

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

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

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

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

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

**EXHIBIT A
SCOPE OF SERVICES**

**PROJECT 6355
SMITHVILLE STORMWATER MASTER PLAN**

**OWNER
SMITHVILLE, MO**

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

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

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 1.1 – Project Management

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

Task 1.2 – Project Invoicing

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

Task 1.3 – Kickoff and Progress Meetings

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

TASK 2: DISCOVERY PHASE

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

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

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

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

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

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

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

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

TASK 3: COMMUNITY ENGAGEMENT

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

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

Discovery Phase:

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

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

Task 3.3 - Community Workshops (2).

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

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

Task 3.4 - Community Engagement Reports (2).

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

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

TASK 4: PRESENTATION AND DATA SUBMITTAL

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

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

Task 4.2 – Data Submittal

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

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

Project Assumptions:

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

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

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

COMPENSATION

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

CITY OF SMITHVILLE, MISSOURI

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Damien Boley, Mayor

By: _____

Date: September 6, 2022

Date: _____

EXHIBIT I

STATE OF MISSOURI Kansas)
)
 ss COUNTY OF Johnson)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

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

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

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

Further, Affiant saith not.

Gary S. Beck

[Signature]

Gary S. Beck

[Printed name]

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

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

[Signature]
[Notary Public]

My Commission Expires
October 2, 2022

Commissioned in Johnson
County

Commission # 1153168

PLEASE NOTE:

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

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

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



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Development

AGENDA ITEM: Resolution 1107, Fireworks Display Approval 815 East 92 Highway – White Iron Ridge

REQUESTED BOARD ACTION:

A Motion to approve Resolution 1107, approving a Fireworks Display at 815 East 92 Highway on September 17, 2022.

SUMMARY:

The White Iron Ridge Event Center at 815 East 92 Highway seeks approval to discharge fireworks in the evening of September 17, 2022 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 Multiple Shot Ariel "Class A" fireworks, (now known as 1.4G Consumer Fireworks) at the sendoff of the bride and groom. The anticipated time of the display from 9:45 p.m. lasting approximately ten 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 tenth 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 1107

A RESOLUTION APPROVING A FIREWORKS DISPLAY AT 815 EAST 92 HIGHWAY (WHITE IRON RIDGE) ON SEPTEMBER 17, 2022

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 ariel 1.4G consumer fireworks on September 17, 2022 as a sendoff to the bride and groom at 9:45 p.m. lasting approximately ten minutes.

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 17, 2022 FOR APPROXIMATELY TEN MINUTES AND TO BE COMPLETED BY 10:00 PM.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Development

AGENDA ITEM: Resolution 1108, Fireworks Display Approval 815 East 92 Highway – White Iron Ridge

REQUESTED BOARD ACTION:

A Motion to approve Resolution 1108, approving a Fireworks Display at 815 East 92 Highway on September 29, 2022.

SUMMARY:

The White Iron Ridge Event Center at 815 East 92 Highway seeks approval to discharge fireworks in the evening of September 29, 2022 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 Multiple Shot Ariel "Class A" fireworks, (now known as 1.4G Consumer Fireworks) to be discharged by Wald and Company at the sendoff of the bride and groom. The anticipated time of the display from 8:30 p.m. lasting approximately five to seven 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 eleventh 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 1108

A RESOLUTION APPROVING A FIREWORKS DISPLAY AT 815 EAST 92 HIGHWAY (WHITE IRON RIDGE) ON SEPTEMBER 29, 2022

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 Class A ariel 1.4G consumer fireworks to be discharged by Wald and Company on September 29, 2022 as a sendoff to the bride and groom at 8:30 p.m. lasting approximately five to seven minutes.

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 29, 2022 FOR APPROXIMATELY FIVE TO SEVEN MINUTES AND TO BE COMPLETED BY 8:40 PM.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Development

AGENDA ITEM: Resolution 1109, Fireworks Display Approval 815 East 92 Highway – White Iron Ridge

REQUESTED BOARD ACTION:

A Motion to approve Resolution 1109, approving a Fireworks Display at 815 East 92 Highway on October 16, 2022.

SUMMARY:

The White Iron Ridge Event Center at 815 East 92 Highway seeks approval to discharge fireworks in the evening of October 16, 2022 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 Multiple Shot Ariel "Class A" fireworks, (now known as 1.4G Consumer Fireworks) at the sendoff of the bride and groom. The anticipated time of the display from 9:30 p.m. lasting approximately twenty 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 twelfth 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 1109

A RESOLUTION APPROVING A FIREWORKS DISPLAY AT 815 EAST 92 HIGHWAY (WHITE IRON RIDGE) ON OCTOBER 16, 2022

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 Class A ariel 1.4G consumer fireworks on October 16, 2022 as a sendoff to the bride and groom at 9:30 p.m. lasting approximately twenty minutes.

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 OCTOBER 16, 2022 FOR APPROXIMATELY TWENTY MINUTES AND TO BE COMPLETED BY 10:00 PM.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1110, Acknowledgement of Land and Water Conservation Fund (LWCF) Grant Application

REQUESTED BOARD ACTION:

A motion to approve Resolution 1110, acknowledging the Board of Aldermen support of a 2022 LWCF Grant Application for Emerald Ridge Park.

SUMMARY:

The City is submitting an application for the Land and Water Conservation Fund (LWCF) grant through the Missouri Department of Natural Resources which requires a resolution of support by the Governing body.

The City is applying for federal assistance from the LWCF to assist in the funding for the renovation of Emerald Ridge Park. This is part of year 2 of the Parks and Recreation Master Plan. Emerald Ridge Park is located at 15108 Kelly Drive behind Victory Chevrolet and Heritage Tractor.

This project will replace the excisiting playground, make the park ADA accessible and add other park amenities desired.

The total estimated project budget is \$300,000. The City would be reimbursed a grand total of \$150,000 if awarded the grant. This makes a net project cost of \$150,000 to the City.

Please note that the application details will likely change before the October 19, 2022 submittal deadline. Due to the timing of Board meetings, this resolution must be approved before the application is finalized. The proposed project will be posted on the City website, the City's Facebook Page, Parks and Recreation's Facebook Page, and NextDoor for public comment. Staff will be submitting a draft application for review, and will have time to make necessary changes before the deadline.

PREVIOUS ACTION:

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

City must provide a 50% match to the amount awarded. The estimated net City cost is \$150,000. If the grant is not awarded, this project may be delayed until funding is identified in the CIP or other grant opportunities arise.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1110

A RESOLUTION ACKNOWLEDGING BOARD OF ALDERMEN SUPPORT OF AN APPLICATION FOR A LAND AND WATER CONSERVATION FUND GRANT THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR EMERALD RIDGE PARK

WHEREAS, the City of Smithville is applying for federal assistance from the Land & Water Conservation Fund program for the purpose renovating Emerald Ridge Park.

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

THAT, the Mayor of the City of Smithville is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.

THAT, the City of Smithville currently has the written commitment for 50% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

THAT, in the event a grant is awarded, the City of Smithville will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity.

THAT, in the event a grant is awarded, the City of Smithville is prepared to complete the project within the time period identified on the signed project agreement.

THAT, in the event a grant is awarded, the City of Smithville will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders, all federal and state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Resolution 1111 - authorize the purchase of water service connection materials

REQUESTED BOARD ACTION:

A motion to approve Resolution 1111, authorizing the purchase of water service connection materials in the amount of \$17,000.

SUMMARY:

This past year, supply chain issues have caused significant delays in completing projects. The public works utilities division typically provides contractors with water service connection materials (meter pits, meters and setters). This past year, we experienced a long lead time in receiving delivery on the materials needed for water service connections which was troubling to local builders. Extra meters and other materials have already been ordered for next year (2023) to be better prepared for the construction season.

The City is planning to replace the watermain on Quincy Boulevard, 4th Street and 4th Terrace and Manzanola Lane. There are 60 water service connections which will be replaced with these projects. In order to have the materials on hand when these projects begin, it is recommended that an order for 60 units be placed now.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

Funds for these materials are available in the CWWWS budget

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1111

A RESOLUTION AUTHORIZING THE PURCHASE OF WATER METER PITS AND SETTERS

WHEREAS, the City plans to replace the watermain on 4th Street, 4th Terrace, Quincy Boulevard, and Manzanola Lane; and,

WHEREAS, there are 60 water service connections that will be replaced with the new water main; and

WHEREAS, the City typically provides the contractor with the meters, meter pits and setters; and

WHEREAS, the cost to purchase the materials for these projects is \$17,000.

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

THAT the Board authorizes the purchase of 60 water meter pits and setters for service connections in the amount of \$17,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1112 - Change Order with Veenstra & Kimm for Watermain Improvements

REQUESTED BOARD ACTION:

Motion to approve Resolution 1112, approving the Change Order with Veenstra & Kimm Inc. in the amount of \$17,660 for the engineering of a four-inch watermain between Spelman and Manzanola and Sixth Street and Maple Lane.

SUMMARY: On May 3rd, 2022 the Board approved an agreement with Veenstra & Kim for engineering services for a new watermain and infrastructure improvements on 4th Street and 4th Terrace.

The four-inch watermain between Spelman and Manzanola and Sixth Street and Maple Lane is also seeping. The line has deteriorated to the point where repairs are no longer possible. When the crew make a repair, the line begins leaking in another place. The line is ductile iron and has been in service for decades.

This line will be bid with the 4th Street project due to the proximity.

PREVIOUS ACTION:

Board approved Resolution 1054 for engineering services with Veenstra & Kim on May 3, 2022 for improvements on 4th Street and 4th Terrace.

POLICY ISSUE:

Continued service and infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

This was not included in the 2023 budget presented at the August 16th Work session however will be included in the 2023 CWWWS CIP when the budget is presented to the Board for adoption. Approximate construction cost is \$75,000.

ATTACHMENTS:

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

RESOLUTION 1112

A RESOLUTION APPROVING A CHANGE ORDER WITH VEENSTRA & KIMM INC. FOR ENGINEERING SERVICES FOR WATER MAIN IMPROVEMENTS IN THE AMOUNT OF \$17,660

WHEREAS, on May 3rd, 2022 the Board approved an agreement with Veenstra & Kimm to replace the watermain on 4th Street and 4th Terrace; and

WHEREAS, the water main between Spelman Dr and Manzanola Lane between Sixth Street and Maple Lane also needs to be replaced; and

WHEREAS, Veenstra & Kimm have provided a scope of services to complete the design in an amount of \$17,660.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, approve a Change Order with Veenstra & Kimm Inc. in the amount of \$17,660 for the engineering of a four-inch watermain between Spelman and Manzanola and Sixth Street and Maple Lane.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

August 22, 2022



PROJECT SUMMARY SHEET

**VEENSTRA & KIMM, INC. COST PROPOSAL
MANZANOLA LANE WATERMAIN IMPROVEMENTS
SMITHVILLE, MISSOURI**

DESIGN PHASE

	Total Hours	Labor Costs
Engineer III-B	7	\$896
Engineer V	10	\$1,130
Engineer VI	11	\$1,166
Engineer VIII	12	\$1,176
Engineer XI	20	\$1,500
Technician II	20	\$1,720
Clerical IV	<u>0</u>	<u>\$0</u>
Totals	80	\$7,588

TOTAL LABOR COSTS	\$7,588
TOTAL EXPENSES	<u>\$10,072</u>
TOTAL ESTIMATED AMOUNT PAYABLE - DESIGN PHASE	\$17,660

VEENSTRA & KIMM, INC. COST PROPOSAL
MANZANOLA LANE WATERMAIN IMPROVEMENTS
SMITHVILLE, MISSOURI

PROJECT HOURS ESTIMATE		Manhours							
		Engineer III-B	Engineer V	Engineer VI	Engineer VIII	Engineer XII	Tech II	Clerical III	Total
Item Description									
1	Collect and review existing information		1	1		2			4
2									0
3	Review of Provided Field Surveys	1		1		1	1		4
4									0
5	Conduct field reconnaissance	1		1		1	1		4
6									0
7	Develop contour map		1	1		1	2		5
8									0
9	Preliminary Alignments (Water)	1		1	2	2	2		8
10									0
11	Preliminary Alignments (Storm Sewer)								0
12									0
13	Sanitary Sewer								0
14									0
15	Preliminary Roadway Geometry								0
16									0
17	Typical Sections and Details		1			1	1		3
18									0
19	Preliminary Plan Development		1		2	2	2		7
20									0
21	Preliminary Quantities and Cost Estimate	1			1		1		3
22									0
23	Preliminary Submittal to City with Review Meeting		1		1				2
24									0
PAGE 1 TOTAL ESTIMATE		4	5	5	6	10	10	0	40

VEENSTRA & KIMM, INC. COST PROPOSAL
MANZANOLA LANE WATERMAIN IMPROVEMENTS
SMITHVILLE, MISSOURI

PROJECT HOURS ESTIMATE		Manhours							
		Engineer III-B	Engineer V	Engineer VI	Engineer VIII	Engineer XII	Tech II	Clerical III	Total
Item Description									
25	Revisions to Preliminary Plans per City Comments		1	1		1	2		5
26									0
27	Final Alignment (Water)		1	1	2	2	2		8
28									0
29	Final Alignment (Storm Sewer)								0
30									0
31	Sanitary Sewer								0
32									0
33	Final Roadway Geometry								0
34									0
35	Final Plan Development	1	1	1	2	4	4		13
36									0
37	Specifications			1		1			2
38									0
39	Final Quantities and Cost Estimate		1		1		1		3
40									0
41	Submit Final Plans to City with Review meeting		1		1	1			3
42									0
43	Project Management and Coordination Meetings	1		1		1	1		4
44									0
43	Public Involvement	1		1					2
46									
PAGE 2 TOTAL ESTIMATE		3	5	6	6	10	10	0	40
TOTAL ESTIMATE		7	10	11	12	20	20	0	80

**VEENSTRA & KIMM, INC. COST PROPOSAL
MANZANOLA LANE WATERMAIN IMPROVEMENTS
SMITHVILLE, MISSOURI
DESIGN COST ESTIMATE**

DIRECT LABOR

<u>Discipline</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Total</u>	
Engineer III-B	7	\$128.00	896	
Engineer V	10	\$113.00	1130	
Engineer VI	11	\$106.00	1166	
Engineer VIII	12	\$98.00	1176	
Engineer XI	20	\$75.00	1500	
Technician II	20	\$86.00	1720	
Clerical IV	0	\$53.00	0	
TOTAL DIRECT LABOR	80			\$7,588
TOTAL ESTIMATED LABOR COST				\$7,588

DIRECT EXPENSES**Subconsultants:**

McLaughlin Mueller, Inc. (Topo & Boundary Survey)	\$9,920
(Easements - 0 Parcels @ \$360/Parcel) - none anticipated	\$0
(Title Reports - 0 Parcels @ \$300/Parcel) - none anticipated	\$0

Total Subconsultant Cost **\$9,920**

Mileage	\$100
Printing & Reproduction	\$20
Lodging	\$0
Meals	\$0
Engineering Supplies & Equipment	\$32

TOTAL ESTIMATED DIRECT EXPENSES **\$10,072**

TOTAL ESTIMATED COSTS **\$17,660**

MAXIMUM AMOUNT PAYABLE **\$17,660**

Smithville, MO



Legend

- System Valve
- Hydrant
- Main Break
- Water Network Structure
- Water Main
- Lateral Line
- Ramp
- Issue Point
- Sidewalk
- 2020
- 0.000000 - 55.000000
- 55.000001 - 70.000000
- 70.000001 - 85.000000
- 85.000001 - 100.000000
- 2022
- 18.600000 - 55.000000
- 55.000001 - 70.000000
- 70.000001 - 85.000000
- 85.000001 - 100.000000
- Road
- Parcel

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1 in. = 319ft.



638.0 0 319.01 638.0 Feet



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1113 - Commercial Street Pedestrian Improvements

REQUESTED BOARD ACTION:

Motion to approve Resolution 1113, authorizing the Mayor to sign an engineering services agreement with BG Consultants for engineering services for Commercial Street Pedestrian Improvements in the amount of \$105,000.

SUMMARY:

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

The City received a Transportation Alternatives Program (TAP) grant from the Mid-America Regional Council (MARC) to construct a six-foot sidewalk on Commercial Street from the School District to Meadow Street.

The project budget is:

Planned Expenditures

Phase	FY 2023	FY 2024
Engineering	\$150,000	-
Construction	-	\$750,000
Total	\$150,000	\$750,000

Funding Sources

Source	FY 2023	FY 2024
Transportation Sales Tax Fund	\$150,000	\$250,000
TAP Funding (MoDOT)	-	\$500,000
Total	\$150,000	\$750,000

Updated: August 16, 2022

PREVIOUS ACTION:

The Board approved Ordinance 3141-22 on June 7, 2022 authorizing the Mayor to sign the agreement with MODOT for the TAP Funding.

POLICY ISSUE:

Continued service, improving access and walkability, Safe Routes to School.

FINANCIAL CONSIDERATIONS:

Construction in 2024 is estimated to be \$750,000.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☐ Minutes

RESOLUTION 1113

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BG CONSULTANTS FOR ENGINEERING SERVICES FOR COMMERCIAL STREET PEDESTRIAN IMPROVEMENTS IN THE AMOUNT OF \$105,000

WHEREAS, the City received a Transportation Alternatives Program (TAP) grant from the Mid-America Regional Council (MARC) for the construction of a six-foot sidewalk on Commercial Street from the school district property to Meadow Street; and

WHEREAS, the sidewalk will be constructed on the east side of Commercial Street; and

WHEREAS, the sidewalk will provide a safe area for pedestrians to walk between downtown and the school district property; and

WHEREAS, BG Consultants. responded to RFQ 22-09, On Call Professional Services, submitted their qualifications and are an approved firm to provide engineering services for pedestrian improvements on Commercial Street; and

WHEREAS, BG Consultants have provided a scope of services to complete the design and construction engineering services in the amount of \$105,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, That the Mayor is authorized to execute an agreement with BG Consultants for engineering services for pedestrian improvements on Commercial Street in the amount of \$105,000.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and BG Consultants, Inc. ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at 1405 Wakarusa Drive, Lawrence, KS 66049.

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to Sidewalk Improvements on the East side of Commercial Street (Meadow Street to 400 ft. north of Stonebridge Lane) and the City is desirous of retaining a consulting engineer/architect for such works; and

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

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

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

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

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

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

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall be as outlined in Exhibit B and shall not exceed **one hundred and five thousand and NO/100 dollars (\$105,000.00)**. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer by the 31st day of December 2023.

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

6. INDEPENDENT CONTRACTOR: The Consultant represents to the City that it is fully 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 to the extent caused by any negligent act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including reasonable attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, to the extent caused by the negligence of the Consultant.

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

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

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

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or

workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

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

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

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

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

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

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

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

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

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a

valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

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

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

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

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

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

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

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

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

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

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

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and

defend City against all claims, damages, suits or losses for any and all negligent infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

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

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

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

Reuse or modification of any such documents by City, without Consultant's written permission, shall be at City's sole risk, and City agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by City or by others acting through City. Notwithstanding any other provision in this Agreement, the Consultant shall not be in violation of this Agreement if the Consultant utilizes any standard details, data, or documents that may be incorporated into the work product generated by the Consultant in connection with this Project. The City understands that regardless of any transfer of ownership or copyright rights granted to the City pursuant to the terms of this Agreement, the Consultant shall in no way be restricted or prohibited from future use of any such standard details, data, or documents.

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

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

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

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

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

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

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

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

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

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: Damien Boley, Mayor

ENGINEER:

By:  _____

Title Corporate Secretary

EXHIBIT A – SCOPE OF SERVICES

The Scope of Services described in this Exhibit A is for the engineering design of a sidewalk improvements project along Commercial Street (Meadow Street to 400 ft. north of Stonebridge Lane) in Smithville, Missouri, hereinafter referred to as “PROJECT”. The PROJECT will be funded in part by the Missouri Department of Transportation’s (MODOT) Transportation Alternatives Project (TAP) program.

A. Design Phase Services

CONSULTANT will provide the following Design Phase Services.

1. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions referencing the most current edition of the following design guides and specifications:
 - a. *A Policy on Geometric Design of Highways and Streets, 7th Edition* published by AASHTO.
 - b. *Manual on Uniform Traffic Control Devices (MUTCD)* published by the Federal Highway Administration.
 - c. *Local Public Authority (LPA) Policy (LPA:136)* prepared by MODOT.
 - d. *Public Rights-of-Way Accessibility Guidelines* prepared by the U.S. Access Board.
2. Perform a topographic survey of the PROJECT. Topographic survey will be performed at the following locations:
 - a. East right-of-way of Commercial Street (Meadow Street to 400 ft. north of Stonebridge Lane).
 - b. The west right -of-way of Commercial Street at public street intersections within the PROJECT limits.
3. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
4. Perform engineering design of PROJECT. CONSULTANT and CITY anticipate the improvements will primarily include the following:
 - a. Horizontal and vertical alignment of new sidewalks.
 - b. Typical sidewalk and pavement section(s)
 - c. Cross sections and earthwork balance.
5. CONSULTANT will attend one concept alignment meeting with CITY to discuss progress and the concept design prior to preparing construction plans.
6. Prepare construction plans for the design of the PROJECT. The following plan sheets are anticipated:
 - a. Title Sheet.
 - b. General Notes and Project Control.
 - c. Typical Sections.
 - d. Plan of Proposed Sidewalk Improvements.
 - e. Pavement Details.
 - f. Summary of Quantities.
 - g. Permanent Seeding Plan.
 - h. Erosion Control Plan.
 - i. Traffic Control Details and Quantities.
 - j. Cross Sections.
7. Construction plans will be prepared to a Preliminary Check stage to be reviewed by CITY. After the Preliminary Check, CONSULTANT will incorporate CITY’s review comments and process

the following stages of construction plan review through the CITY and MODOT: 50% complete, 90% complete, PS&E, and Bidding plans.

8. CONSULTANT will attend a 50% complete plans review meeting with CITY and MODOT.
9. Assist the CITY with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CITY records. Provide one set of construction plans to each utility owner having facilities located within the PROJECT limits at the 50% and 90% complete stages.
10. Prepare a Project Manual to include the bidding and construction contract documents as well as technical specifications. Bidding and construction contract documents
11. Prepare an opinion of probable construction costs at the Preliminary Check, 50% complete, 90% complete and PS&E PROJECT development stages.
12. Prepare the permit application(s) and applicable exhibit(s) for known permits required for construction. CONSULTANT will deliver permit application(s) to CITY for CITY to submit for approval. Permit application fees will be the CITY's responsibility.
13. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated or included in this scope of services.
14. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded.
15. Geotechnical engineering services are specifically excluded. If requested by CITY, CONSULTANT will assist CITY in soliciting proposals for services from geotechnical engineering companies. CITY will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

B. PUBLIC INVOLVEMENT SERVICES

CONSULTANT will provide the following Public Involvement Services.

1. CONSULTANT will attend up to one (1) Open House public meeting in Smithville, MO.
2. CONSULTANT will attend up to one (1) Board of Alderman meeting to provide a PROJECT update to CITY.
3. All other meetings with the public and/or property owners are not included.

C. PROPERTY ACQUISITION SERVICES

CITY and CONSULTANT both anticipate the proposed infrastructure improvements will primarily be contained within existing rights-of-way, but grading limits to facilitate the PROJECT may encroach on private property adjacent the PROJECT site. Therefore, CONSULTANT will provide the following Property Acquisition Services

1. CONSULTANT will prepare the easement description and strip map for up to ten (10) properties.
2. CITY will be responsible for acquisition of property and/or easements necessary for the PROJECT.

D. BID PHASE SERVICES – Bid Phase Services are not included as they will be performed by MODOT.

E. CONSTRUCTION PHASE SERVICES

CONSULTANT will provide the following Construction Phase Services based on a 60 Working Day construction contract time.

1. CONSULTANT will attend one (1) preconstruction meeting.
2. CONSULTANT will review Contractor Submittals and Shop Drawings.
3. CONSULTANT will attend up to eight (8) progress meetings during the construction contract time.
4. CONSULTANT will perform up to ten (10) additional on-site visits, outside of the progress meetings identified above, during the construction contract time.
5. CONSULTANT will clarify the CONSULTANT's design intent in response to Contractor and/or City questions which may arise during the construction of the PROJECT.
6. Construction inspection services are not included. CONSULTANT can provide CITY with construction inspection services by supplemental agreement or separate agreement.

|

EXHIBIT B – COST AND SCHEDULE

A. ENGINEERING FEE

1. CONSULTANT will provide services in Exhibit A, Items A, B and C for a lump sum fee of **eighty thousand and NO/100 dollars (\$80,000.00)**. CITY will be invoiced for services in Exhibit A in accordance with this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. CONSULTANT will provide services in Exhibit A, Item E for at CONSULTANT's current hourly rates at the time of service, based on the actual hours of service expended on the PROJECT, but not to exceed a Total Fee of **Twenty-Five thousand and NO/100 dollars (\$25,000.00)**. CITY will be invoiced for services in Exhibit A in accordance with this AGREEMENT.
 - a. CITY acknowledges, understands and agrees this Total Fee for compensation for services in Exhibit A, Item E is an estimated budget based on an estimated volume of professional service hours that CONSULTANT might render on the Project. Additional compensation in excess of this estimated budget may be necessary depending on the volume of hours which CONSULTANT is requested to provide Construction Phase Services.

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CITY scheduling goals for a MODOT bid opening date in the Federal Fiscal Year 2023. The schedule may need to be adjusted based on CITY and/or MODOT's actual programmed bid opening date.

EXHIBIT C –SPECIAL PROVISIONS

NO THIRD PARTY BENEFICIARIES

1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

LIMITATION OF LIABILITY

1. CITY's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CITY shall be deemed relinquished unless filed within one (1) year after completion of the Services.
2. It is agreed to by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject Consultant's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CITY agrees that the CITY's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Kansas corporation, and not against any of the Consultant's individual employees, officers or directors.
3. CONSULTANT and CITY shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CITY or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

HAZARDOUS MATERIALS

1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

The Consultant shall not supervise, direct, or have control over Contractor's work. The consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. The Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract documents.



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1114 - Change Order with Menke Excavating for Winner Avenue Sewer Main Replacement

REQUESTED BOARD ACTION:

Motion to approve Resolution 1114, approving a Change Order with Menke Excavating in the amount of \$5,977.23.

SUMMARY:

On April 4, 2022 the Board approved an agreement with Menke Excavating for an emergency purchase to repair the collapsed sewer main in the 400 block of Winner Road. Upon inspection, the main had deteriorated to a point that it could not be repaired, and needed a replacement. The original cost estimate that was approved was not to exceed \$36,921.40.

The additional charges that were not in the original estimate are for the installation of three service lines to the new sewer main. Upon replacement, we discovered that there were existing sewer connections to two vacant lots. In order to prevent digging in the newly repaired street in the future, service lines were installed to connect to the new sewer main. An additional service line was needed at a property to connect to the new service line, without the connection the property would not have sewer service. The installation of the three service lines required additional materials, equipment, and labor costs that were not included in the the original estimate in an amount of \$5,977.23.

The final for the sewer main replacement and the three service line installation is \$42,898.63.

PREVIOUS ACTION:

Board approved Resolution 1039 for an emergency purchase on April 4, 2022 for a sewer main replacement along the 400 block of Winner Road.

POLICY ISSUE:

Infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance for infrastructure are available in the Combined Water and Wastewater Systems (CWWS) budget.

ATTACHMENTS:☐ Ordinance☒ Resolution☐ Staff Report☒ Other: Invoice☐ Contract☐ Plans☐ Minutes

RESOLUTION 1114

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CHANGE ORDER WITH MENKE EXCAVATING FOR AN EMERGENCY PURCHASE IN THE AMOUNT OF \$5,997.23

WHEREAS, on April 4, 2022 the Board approved Resolution 1039 authorizing the expenditure of funds to Menke Excavating in an estimated amount of \$36,921.40 to replace the sewer main in the 400 block of Winner Road; and

WHEREAS, three additional service lines needed to be installed to connect to the new sewer main; and

WHEREAS, the final cost of repairs is \$42,898.63.

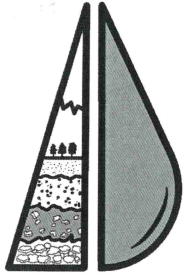
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, that the Mayor is authorized to execute a Change Order with Menke Excavating for the installation of three service lines in an amount of \$5,997.23.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk



MENKE Excavating^{LLC}

"Moving Earth & Water with Precision"

Invoice

Date	Invoice #
8/28/2022	3072

Bill To	Project Location
City of Smithville 107 West Main Street Smithville, MO 64089	Winner Ave Sewer Line Replacement

Project Date			Terms	Due Date
7/2022-8/2022			Net 30	9/27/2022
Item	Description	Quantity	Rate	Amount
Bid	360' of 8" SDR21 pipe	360	53.79	19,364.40
Bid	Two manhole tie ins	2	1,500.00	3,000.00
Bid	Saw cut and demo	1	4,005.00	4,005.00
Bid	7" Concrete	1	8,200.00	8,200.00
Bid	8 x 4 tees	4	588.00	2,352.00
Additional Work: Put in 3 additional Service Lines				
Bid	3 Service Line Materials	1	734.00	734.00
Bid	Saw Cut & Demo	1	453.90	453.90
Bid	Concrete	1	929.33	929.33
Labor on Site	Skilled Labor Charge per hour	24	70.00	1,680.00
Mini-Excavator	Mini-Excavator used on site	12	115.00	1,380.00
Service Truck	Service Truck Use	8	100.00	800.00
Payment due within terms or monthly interest will be added at the rate of 1.5% per month. Four hour minimum on all machinery and trucks. All Accounts Due on Receipt unless payment terms have been contracted.			Total	\$42,898.63

Remit Payment to:
Menke Excavating LLC - PO Box 53 Camden Point, MO 64018
(816) 450-3230



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1115, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1115, approving a water and wastewater leak adjustment request.

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

On or about July 25, 2022, the Utilities Department obtained electronic reads of water usage for the month of July. Those reads were uploaded to the billing system later and same day which provides warnings for customers with no, little, or high usage.

Following the month of the July billing cycle, Dennis Van Keirsbilck had started the cycle with a read of 1740 and finished the July cycle with a read of 2090, which resulted in consumption of 35,000 gallons. This amount was more than twice the established monthly average.

Following the month of the August billing cycle, Dennis Van Keirsbilck had started the cycle with a read of 2090 and finished the July cycle with a read of 2508, which resulted in consumption of 41,800 gallons. This amount was more than twice the established monthly average.

As required by Ordinance 2989-18, Dennis Van Keirsbilck has provided proof of repair/maintenance of the outside water leak which caused the high usage during the July and August billing cycles.

If approved, the leak adjustment would issue a credit of \$235.38 to Dennis Van Keirsbilck's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$_____

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☒ Staff Report

☒ Other: Repair Documentation

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1115

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST

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

WHEREAS, Dennis Van Keirsbilck, a residential utility billing customer with account 12-002191-00, has notified the City of a water leak and is requesting a leak adjustment; and,

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$235.38;

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

A water and wastewater leak adjustment in the amount of \$235.38 shall be credited to account 12-002191-00 of residential utility billing customer Dennis Van Keirsbilck.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Dennis Van Keirsbilick

Utility Service Address: 701 Walnut Drive

Utility Account Number: 12-002191-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be **\$235.38** at the Board of Alderman meeting on 9/6/22.

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

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

Dennis Van Keirsbilick
Customer's Signature

8-31-22
Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Dennis Van Keirsbilick**

Utility Service Address: **701 Wlanut Drive**

Utility Account Number: **12-002191-00**

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

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

City's normal water rate (per 1,000 gallons): **\$8.33**
 Average monthly water usage for this property: **1,633 gallons**

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

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

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

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

City's normal wastewater rate (per 1,000 gallons): **\$6.68**
 Average monthly wastewater usage for this property: **1,633 gallons**
 Was the leak inside or outside the home: **outside**
 Was the wastewater billed winter average or actual usage: **winter average**

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

MONTH 1	
Original Water Bill Amount	
35,000 gallons @ 8.33 per 1,000 gallons =	291.55
Adjusted Water Bill Amount	
3,266 gallons @ 8.33 per 1,000 gallons =	27.21
+ 31,734 gallons @ 4.98 per 1,000 gallons =	158.04
	185.25
Water Discount =	
	106.30
Original Wastewater Bill Amount	
1,633 gallons @ 6.68 per 1,000 gallons =	10.91
Adjusted Wastewater Bill Amount	
1,633 gallons @ 6.68 per 1,000 gallons =	10.91
Wastewater Discount =	
	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
41,800 gallons @ 8.33 per 1,000 gallons =	348.19
Adjusted Water Bill Amount	
3,266 gallons @ 8.33 per 1,000 gallons =	27.21
+ 38,534 gallons @ 4.98 per 1,000 gallons =	191.90
	219.11
Water Discount =	
	129.08
Original Wastewater Bill Amount	
1,633 gallons @ 6.68 per 1,000 gallons =	10.91
Adjusted Wastewater Bill Amount	
1,633 gallons @ 6.68 per 1,000 gallons =	10.91
Wastewater Discount =	
	0.00

Total Discount = 235.38

Use Your  2%
BIG CARD REBATE

MENARDS®

MENARDS-KANSAS CITY N
3701 NW 90TH STREET
KANSAS CITY, MO 641

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/06/22

If you have questions regarding the
charges on your receipt, please
email us at:
KNCNfrontend@menards.com



Sale Transaction

QUAKERSTATE HM 5W-30 5QT	
2612954	21.99
1"X100' 250# NSF POLY	
6899790	67.99
1"PJX1"PJ CTS UNION	
6914742	34.99
3/4"SS TUBE STIFFENER 2P	
6914734	4.99
1" CTS SS TUBE STIFFENER	
6914744	5.99
MENARD REBATE NO: 6289872814	6.36-
Remaining Balance: \$0.00	

TOTAL	129.59
TAX KANSAS CITY-MO 8.85%	11.47
TOTAL SALE	141.06
CAPITAL ONE VISA 2898	141.06
Auth Code:08000C	
Chip Inserted	
a0000000031010	
TC - 4d7bab1f737bff59	

TOTAL NUMBER OF ITEMS = 6

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
1921

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

Sign up for our email program at
Menards.com/Emails to receive our weekly
flyer and exclusive online offers!

THANK YOU, YOUR CASHIER, Mary

Legacy 1 Plumbing

1201 Lakeview Circle
Smithville, MO 64089

816-529-1702

legacy1plumbing@hotmail.com

Invoice

Date	Invoice #
8/16/2022	2537

Bill To
Dennis Van Keirsblick 701 Walnut Drive Smithville, Mo 64089

Ship To
Dennis Van Keirsblick 701 Walnut Drive Smithville, MO 64089

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/16/2022			
Quantity	Item Code	Description			Price Each	Amount
	14 Plumbing	Replaced 1" water line from water meter to house.			0.00	0.00

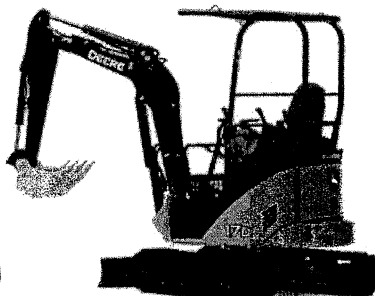


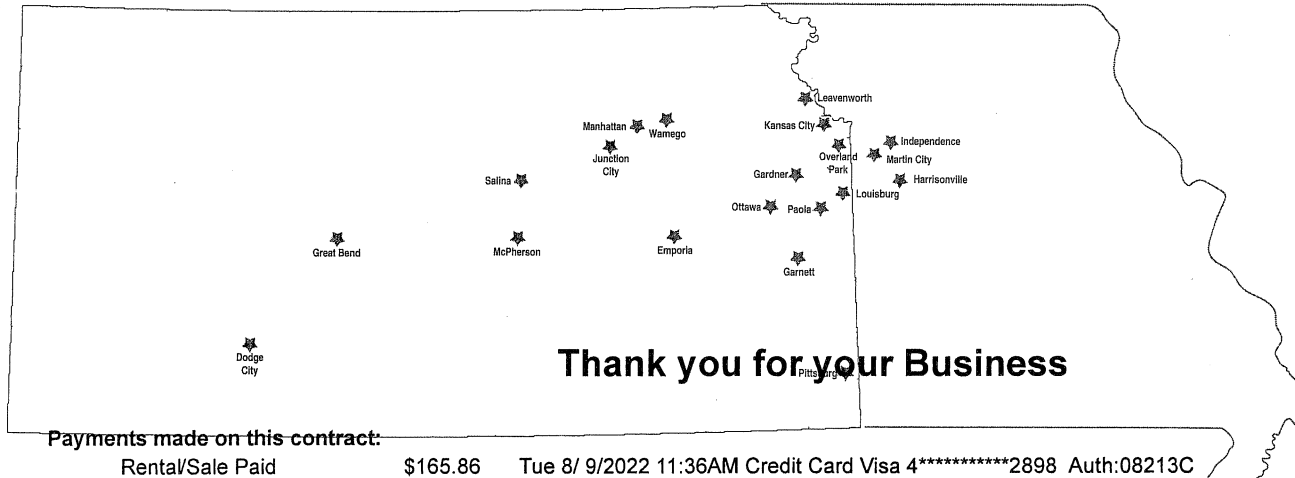


DENNIS VAN KEIRSBILCK
701 WALNUT DR
Smithville, MO 64089

Customer #: 201314
Phone 816-682-0490

Picked up by: DENNIS

Qty	Key	Items	Ser#	Status	Returned Date	Pric
1	EQ-EMA#05	MINI EXCAVATOR 17G JOHN DEERE	1FF017DXCBK221439	Returned	Tue 8/ 9/2022 2:28PM	\$140.00
						
Meter Out: 875.1		Meter In: 876.9 Total hours on meter: 1.8				



Payments made on this contract:

Rental/Sale Paid \$165.86 Tue 8/ 9/2022 11:36AM Credit Card Visa 4*****2898 Auth:08213C
Total \$165.86

I agree to pay the above amount according to the card issuer agreement.

Rental:	\$140.00
Damage Waiver:	\$14.00
Subtotal:	\$154.00
CLAY COUNTY MO:	\$11.86
Total:	\$165.86
Paid:	\$165.86
Amount Due:	\$0.00

Signature:

DENNIS

Reeves-Wiedeman
Riverside - BR01
4120 NW Riverside St
Riverside, MO 6450
816-741-4660
TID: 0001141584-03

**SALE
DUPLICATE**

Term: 003
REF#: 00000002
10:03:18

08/08/22
Invoice #: 2
APPR CODE: 05004C

VISA
*****2898

Chip
/

AMOUNT \$58.89

APPROVED

CAPITAL ONE VISA
ID: A0000000031010
VR: 00 80 00 80 00
St: E8 00

Thank You

CUSTOMER COPY



Reeves-Wiedeman Company

PLUMBING • PIPE • VALVES • FIXTURES • FAUCETS • FITTINGS

6032083

CASH SALE

BR#: 01

SHIP TO		LOC & DESC	
PICKUP / WILL CALL		PICKER	CHECKER
DENNIS VANKEIRSDILCK		DELIVERY	
		X	
		FREIGHT TERMS	
2022 W-BY: DYLN S-ID: BR01 816/682-0490		\$	

BY	JOB NAME	ROUTING	WHEN TO SHIP	DATE SHP'D
		WILL-CALL	08/08/22	08/08/22

S	DESCRIPTION	U/M	UNIT	EXT
0 K	22963066 00-04-10-05 3/4X1 NL AYMCD 74758-22 CTS COMP UNION	EA	54.99	54.99

All claims of shortages or deductions must be made within 10 days. Show invoice # and date.
All returns must be accompanied by copy of invoice. Returns subject to restocking charge.
Service charge will be added after 30 days.

Signature _____

Print Name _____

Batch#: 0808CS01

Paid by: VI

Sub Total:	54.99
Sales Tax:	3.90
Frt/Hndl:	0.00
Total Amt:	58.89
Paid Amt:	58.89
Bal Due:	0.00





City Administrator's Report

September 1, 2022

Public Comment Sought on MARC Grant Projects

As you are aware, the City submitted grant applications for the 2025-2026 Federal Highway Administration funding cycle. This grant opportunity is part of Mid-America Regional Council's (MARC) Connected KC 2050 Transportation Plan, which identifies transportation improvements for the next 30 years in the region.

This funding opportunity consisted of two phases: a pre-application and initial screening followed by a full application and technical evaluation.

The City submitted four applications for this grant opportunity:

- 1) Bridge Street Roundabout
- 2) Pope Lane Extension
- 3) Riverwalk Park
- 4) Second Creek Sidewalk

Public feedback is currently being sought on the grant applications. You can submit comment at: <https://gis2.marc2.org/suballoc.../PublicCommentListing.html>

Comments received will be provided to MARC's committees and incorporated into the process of determining funding recommendations.

Information to access and provide feedback has been posted to various social media sites in order to obtain additional information and support for Smithville projects.

Planning Calendar Updated

Following Board discussion and general concurrence with the recommended FY2023 Budget, staff has worked to identify timelines to complete budgeted projects and processes. The Planning Calendar included as a link to the agenda has been updated to incorporate Board action necessary for most of the projects included in the recommended FY2023 Budget.

Budget Implementation – Staffing and Large Item Purchases

As part of the review outlined above, staff has also discussed some logistical issues in budget implementation. As the Board is aware, hiring personnel continues to be a

daunting task. We are seeing an increase in the number of applications for some positions, but continue to recruit for others which have been vacant for some time. Three new positions are included in the FY2023 Budget: a supervisor in the utilities division of public works, a street maintenance employee and a recreation coordinator. Job descriptions and position vacancy announcements for two of these positions has been posted to the city's website and recruitment has begun. It is anticipated that if a successful recruitment identifies candidates for hiring, new employees would begin around November 1 when budget authority for the position will be included. The recreation coordinator position will report to the supervisory position currently in recruitment and once a new employee is onboard in that role, recruitment for the new position will begin.

In addition to difficulties in recruitment, staff has reported on numerous occasions of delays in receipt of critical elements or materials to complete large scale construction projects. Staff is working with engineers on large-scale utility projects to identify critical components for potential "pre-bid" to be completed separate from bid of the actual project in order to create lead-time in acquiring essential elements for projects.

Fireworks Permit Review

The September 6 agenda includes approval of three separate fireworks displays at White Iron Ridge in the coming months. When the first request for use of fireworks to celebrate a wedding ceremony at this venue was approved in 2020, the Board directed that future requests be review for adoption by the Board on a case-by-case basis. In the spring of 2021, the Board directed staff to review the approval process in order to bring a policy forward for Board review, comment and action with the goal of administrative approval of requests. Staff is finalizing that review and you will see the Planning Calendar includes Work Session discussion on this item on October 4.

Police Drone

The Police Department has been working to secure donations to purchase a drone. To date about half of the total funding of approximately \$12,000 has been secured. HeroFund USA is a private funding source for first-responder safety equipment and resources and has provided up to \$6,750 for purchase.

HeroFund USA has also asked representatives of the SPD to participate in driver introductions at the beginning of the September 9 and 10 NASCAR races to be held at the Kansas Speedway. Participants will include Captain Tony Roetman and Recruit Darren Tso, who will drive pickup trucks with the drivers sitting the bed of the truck.

GIS Project Update

Staff will be receiving training on the GIS platform on September 9. Currently, the project is in the fine-tuning stage, and SAM crews will be in the area for additional surveying. Once staff is fully trained on the software and the maps are finalized, the city will launch the public facing side of the GIS system.

Email Utility Bill Notification

Finance Department staff has been reviewing utility billing distribution. In 1999, about 2 to 3% of customers received bills via email. In March 2021, there were about 4,150 utility bills generated. Around 500 of these bills were emailed to utility customers, representing about 12% of all bills. The latest billing cycle included approximately 4,200 utility bills, with 600 to 620 bills emailed. This represents about 14.5% of all utility bills. Staff continues to encourage customers to elect electronic notification (email) of utility bills in order to provide information to customers more reliably and more quickly.

Bulky Item Pick-Up

Residents will have the opportunity to discard up to five large and bulky items at their curbside with regular trash collection during the week of October 3rd. 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.

Mobile Household Hazardous Waste (HHW) Events

The City of Smithville is a member of the Regional HHW Collection Program, which allows Smithville residents to bring HHW to any of the mobile collection events and to the two permanent collection facilities free of charge. (Proof of residency is required at any of these events.)

A calendar of the regional HHW collection events for the remainder of the year here may be found at the following link: <https://www.recyclespot.org/HHW/Mobile-Events.aspx>. The next Northland on-site collection event is scheduled for September 10.

Information about the two permanent facilities (KCMO and Lee's Summit) may be found here: <https://www.recyclespot.org/HHW/HHW-Facilities.aspx>

Leadership Northland

Leadership Northland is a program of the Northland Regional Chamber of Commerce devoted to strengthening and educating area business and community professionals. The program is intensive, spanning several months with one day a month devoted to examining key themes and issues in the Northland. Sessions are held at various sites throughout the region, focusing on specific aspects of the Northland, greater Kansas City and the state of Missouri. With Mayor Boley's encouragement, I applied to be part of the 2022/2023 class and last week received word that I have been accepted. Day-long classes will begin in September. I'm looking forward to this opportunity to network with other community, business and civic leaders in the Northland and bring these resources and ideas back to Smithville.



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Bill No. 2955-22, Smoking Ban in City Parks – 2nd Reading

REQUESTED BOARD ACTION:

Motion to approve Bill No. 2955-22, amending Ordinance Section 225.090, prohibiting smoking at all indoor and outdoor parks and facilities. 2nd reading by title only.

SUMMARY:

In December 2018, the Board of Aldermen directed staff to explore options relating to smoking bans in parks and open space areas. The Parks and Recreation Committee reviewed the topic at the February 21, 2019 meeting and recommended that smoking be permitted only in designated smoking areas for outdoor parks and facilities. The Board approved this change on March 19, 2019.

On July 21, 2022, the Parks and Recreation Committee met and reviewed the smoking ordinance policy after some concerns were brought to attention. The Committee recommended to update Ordinance Section 225.090 to prohibit smoking at all indoor and outdoor parks and facilities, except at individual camp sites at the campground or as allowed by permit issued by the Board of Aldermen.

Parks staff will update and increase signage and provide education to recreation participants, parents and coaches regarding the new regulation.

PREVIOUS ACTION:

The Board approved an update to Ordinance Section 225.090 on March 19, 2019.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AMENDING SECTION 225.090 TO INCLUDE A
REGULATION STATING THAT SMOKING IS PROHIBITED AT ALL
INDOOR AND OUTDOOR PARKS AND FACILITIES, EXCEPT AT
INDIVIDUAL CAMP SITES AT THE CAMPGROUND OR AS ALLOWED BY
PERMIT ISSUED BY THE BOARD OF ALDERMEN**

WHEREAS, the Board finds that the smoking of tobacco or use of a tobacco product is a positive danger to health and a cause of material annoyance, inconvenience and discomfort to those who are present in park facilities;

WHEREAS, the purpose of this regulation is to eliminate smoking within facilities and parks in the City;

WHEREAS, Section 255.005 of the Municipal Code addresses duties of the Parks and Recreation Committee which include oversight of park regulations; and

WHEREAS, the Parks and Recreation Committee voted to recommend this change to the Park Regulations.

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

THAT the Board of Aldermen approves the city ordinance is amended to include the following regulation: "Smoking is prohibited at all indoor and outdoor parks and facilities, except at individual camp sites at the campground or as allowed by permit issued by the Board of Aldermen."

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/16/2022

Second Reading: 09/06/2022



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Approve Bill No. 2956-22, FY22 Budget Amendment No. 5 - 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2956-22, FY22 Budget Amendment No. 5. 2nd reading by title only.

SUMMARY:

The FY2022 Budget Year is the second fiscal year for the operation of the City's Vehicle and Equipment Replacement Fund. Enterprise Fleet Management provided the City with an estimated budget of \$175,749. Due to increased vehicle demand and rising vehicle acquisition expense, staff project this budget to be fully expended by the end of FY2022. Additional 1-time vehicle acquisition costs have increased the projected expense since the budget was developed. Staff is proposing a budget amendment of \$75,000 in expenditure authority to cover the last 3 months of EFM leasing costs. This budget amendment provides additional expenditure authority for the rest of FY2022.

On April 4, 2022, the Board of Aldermen approved the establishment of the CID Fund. In June 2022, the City made a large disbursement of funds to the trustee (UMB Bank) of \$451,425. These CID revenues has provided funding for TIF Revenue bonds which were issued to make payment for reimbursable project costs to the Developer (the Board of Aldermen approved the issuance of these bonds). Beginning in August 2022, ongoing monthly disbursements to the trustee will be made for the rest of FY2022. Typical monthly CID sales tax collections total about \$30,000 each month. Given other expected professional services expenses (with these monthly disbursements), staff is proposing a budget amendment of \$125,000 in expenditure authority. This budget amendment provides additional expenditure authority to make the final monthly disbursements of CID sales tax revenue back to the trustee.

On July 19, 2022 the Board of Aldermen approved the establishment of a Donation Fund. Since this time, various donations for the Police Department and Legacy Fund (Parks & Recreation) have been received by the City and receipted into the fund. Staff is proposing a budget amendment to provide \$15,000 in revenue authority for current and future donations for both departments.

PREVIOUS ACTION: The Board previously approved the following FY2022 Budget Amendments:

- Budget Amendment #1 on December 21, 2021
- Budget Amendment #2 on March 1, 2022
- Budget Amendment #3 on April 4, 2022
- Budget Amendment #4 on June 21, 2022

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:

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

BILL NO. 2956-22

ORDINANCE NO. 315X-22

AN ORDINANCE AMENDING THE FY2022 OPERATING BUDGET TO ADD \$200,000 TO THE EXPENDITURE BUDGET AND \$15,000 TO THE REVENUE BUDGET

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

WHEREAS, not included in the approved fiscal year 2022 Budget are expenditures related to capital projects and project revenues; and

WHEREAS, amendments to the CID Commons Fund, Vehicle and Equipment Replacement Fund, and Donation Fund are required at this time.

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

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

- \$125,000 to the expenditure budget in the Commons CID Fund
- \$75,000 to the expenditure budget in the Vehicle and Equipment Replacement Fund (VERF)
- \$15,000 to the revenue budget in the Donation Fund

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of September 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 8/16/2022

Second Reading: 9/6/2022



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution No. 1116 – Amendment No. 1 to the MOU Agreement with the Smithville Main Street District

REQUESTED BOARD ACTION:

Motion to approve Resolution 1116, authorizing and directing the Mayor to execute Amendment No. 1 to the MOU agreement with the Smithville Main Street District.

SUMMARY:

During the Board of Aldermen Work Session on July 19, 2021, the Board directed staff to allocate funds to support the Smithville Main Street Association. Staff worked with the Main Street Board and membership to develop the contract.

Contractual services to be provided by Main Street include organization and support for all downtown businesses, marketing and tourism promotion, design assistance for downtown guidelines and general economic vitality. All of these items will be completed on an ongoing basis by the Smithville Main Street Association for a total of \$75,000 over a four year time period. The first payment was issued on October 21, 2021 in the amount of \$40,000. The initial contract is for one year and includes three additional automatic annual renewal periods.

On August 2, 2022, The Smithville Main Street Association made their annual presentation to the Board of Aldermen according to the requirements set forth within the previously mentioned agreement. During this presentation, additional funding was requested from the Board of Aldermen. The first request was for \$10,000 for the purpose of a travel and training line item to aid in the several trainings that the Smithville Main Street Director and Board are required to attend. The second request was for funds to aid in the purchase of a Smithville Main Street computer and printer.

The proposed Amendment No. 1 outlines an increase of \$10,000 in support from the City as well as a not to exceed amount of \$2,500 for the reimbursement of costs associated with the purchase of a computer and printer.

PREVIOUS ACTION:

- Expenditure discussed during the July 19, 2021 Board work session, using unfunded balance created by receipt of CARES funds for reimbursement of expenditures in 2020 related to response to COVID-19.
- October 19, 2021 – Approval of Resolution 981, Agreement with the Smithville Main Street Association.

POLICY OBJECTIVE:

FINANCIAL CONSIDERATIONS:

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: Agreement Amendment No. 1 | |

RESOLUTION 1116

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO AN AGREEMENT WITH SMITHVILLE MAIN STREET ASSOCIATION

WHEREAS, the City has identified a need for improved services for the downtown area; and

WHEREAS, the Smithville Main Street Association was created to provide marketing and educational support for the revitalization of Downtown Smithville; and

WHEREAS, the Board of Alderman has allocated funds for the Smithville Main Street Association to use for the completion of services; and

WHEREAS, the original agreement was passed and adopted by the Mayor and Board of Aldermen on October 19, 2021; and

WHEREAS, the first amendment outlines the increase of funding for the second year of the agreement for the purposes of travel and training in the amount of \$10,000 and an office equipment reimbursement not to exceed \$2,500; and

WHEREAS, the Smithville Main Street Association 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:**

**THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE
AMENDMENT NO. 1 TO AN AGREEMENT WITH SMITHVILLE MAIN STREET
ASSOCIATION.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk

SERVICES CONTRACT

THIS AGREEMENT entered into this 19th day of October 2021 by and between the City of Smithville, Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City") and Smithville Main Street Association a Non- Profit Corporation doing business in Missouri (hereinafter referred to as "SMSA").

WITNESSETH:

WHEREAS, SMSA has received a Grant from Missouri Mainstreet Connection for the purposes of using and integrating its four-point program (Organization, Economic Vitality, Design, and Promotion) into a practical downtown management strategy, by which SMSA will produce fundamental changes in a community's economic base, while preserving its historic commercial buildings and the community's unique heritage. The goal is to create a sustainable organization that functions as the revitalization leader in the community; and

WHEREAS, the City has authority to promote the general economic development of the City and believes that it serves a Public Purpose to use public funds to help revitalize the City's Downtown Area. For the purposes of this Agreement the City's "Downtown Area" shall be deemed to mean the approximate 13 blocks, with the boundaries of 169 Hwy to Heritage Park and from Meadow to Jefferson Hwy; and

WHEREAS, the Smithville Main Street Association was created to provide marketing and educational support for the revitalization of Downtown Smithville; and

WHEREAS, the City, by declaration in its fiscal year budget for 2021-22 did designate a portion of its budget for contracted services in support of downtown Smithville, to promote the general economic welfare of the Downtown Area; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate a designated amount to Smithville Main Street Association as compensation of the performance of services pursuant to this agreement; and

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

1. **SCOPE OF WORK**: SMSA will provide the following services ("Services"):
 - a. SMSA Director – work jointly with the City to develop a job description and promote the position and conduct the search process.
 - b. Organization – provide like support and aid for all businesses in the Downtown Area.
 - c. Marketing and Tourism Promotion – develop and update a consistent

- promotion and advertising program for the Downtown Area.
- d. Design – work with the City to help initiate and develop design proposals for façade, signage, lighting, landscapes and the overall aesthetic look of the Downtown Area.
 - e. Economic Vitality – strengthen the existing economic asset of the Downtown Area while diversifying its economic base, including recruiting new businesses, marketing empty space and strengthening the management capabilities of Downtown Area merchants.

2. TERM AND TIME OF PERFORMANCE: The original term of this Agreement shall be from November 1, 2021, to October 31, 2022, and shall automatically renew for three (3) additional one (1) year terms, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City. To facilitate the review, SMSA shall submit a copy of its current budget by October 15 annually and provide a report of all activity to the City. The City shall inform SMSA by November 1 annually of the results of the City review. All compensation for the Services is subject to annual appropriation by the City of Smithville.

3. COMPENSATION AND METHOD OF PAYMENT: The purpose of payment is to act as seed funding to enable SMSA to grow and become self-sufficient. Following the date of signing of this agreement, the City agrees to pay \$40,000 for the first annual payment for “Services” during the fiscal year in a one-time payment. Following years payment will decrease by fifty percent (50%) each year as follows: year one - \$40,000; year two - \$20,000; year three - \$10,000; year four - \$5,000. All compensation for the Services is subject to the provision of Section II above.

4. AUDIT, INSPECTION OF RECORDS AND ANNUAL REVIEW: SMSA shall permit an authorized representative of the City to inspect and audit all data and records of SMSA related to their performance under this Agreement.

5. REQUEST OF EVENTS: SMSA shall submit a list of expected events each year by February 1 for the upcoming year. Additional information required will include the number of attendees expected, permits needed, street closures, and police presence needed.

6. SUBCONTRACT: SMSA and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement.

7. REPRESENTATION ON BOARD: It is agreed that SMSA’s Executive Board has been created to oversee the operation of Smithville Main Street Association. A

representative of the City (as appointed by the Board of Aldermen upon nomination from the Mayor) will participate as an ex officio member of the Executive Board.

8. NON-DISCRIMINATION PROVISIONS: SMSA and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex or national origin. SMSA will ensure that no person is excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs provided, administered by SMSA (as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987).

Every effort will be made to ensure nondiscrimination in all of SMSA 's programs and activities, whether those programs and activities are federally funded or not. When SMSA distributes funds or aid it will include Title VI language in all written agreements and will monitor for compliance.

9. COMPLIANCE WITH THE LAW: All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

10. INDEPENDENT CONTRACTOR: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that SMSA will be an independent contractor and not the City's employee for all purposes. SMSA shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of SMSA as a Missouri non-profit corporation, nor shall the City have any ownership interest in SMSA.

11. INDEMNIFICATION: SMSA shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever arising out of or resulting from any act, error, omission or intentional act of SMSA or its agents, employees or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that SMSA need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents.

12. CANCEL, TERMINATION, OR SUSPENSION: This Agreement may be cancelled, terminated, or suspended at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City may

terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to SMSA. If either party is in default of this Agreement, the defaulting party shall be given notice in writing.

In the event of default, the defaulting party shall have thirty (30) calendar days to cure/remedy the default. The defaulting party will be sent the violation by certified mail a Notice Demand to Cure Default explaining the specific nature and extent of the default violation. Said violation or default will be cured or remedied within fifteen (15) working days after receipt of said Notice unless a longer time is agreed upon by both parties in writing. In the case that the default is not cured or remedied within the agreed upon time, the Agreement may be terminated with five (5) days written notice.

13. NOTICE: Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator, City of Smithville 107 W Main St. Smithville, MO 64089

Notice to Smithville Main Street Group shall be addressed to:

President, Smithville Main Street Group 107 E Main St. Smithville, MO 64089

14. AMENDMENTS: This Agreement, if necessary, may be modified by mutual agreement of the City of Smithville and SMSA. Changes to be affected by written form and incorporated into this Agreement as an amendment.

15. SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of all parties that the remaining provisions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understanding or other matters, whether oral or written are hereby merged into and made a part hereof and are of no further force or affect.

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

THE CITY OF SMITHVILLE:

By: _____

Name: _____ Damien Boley, Mayor _____

SMITHVILLE MAIN STREET ASSOCIATION:

By: _____

Title _____

AMENDMENT 1

1. **ADDITIONAL COMPENSATION:** As directed by the Board of Aldermen at the August 2, 2022, work session, the City agrees to increase the second year funding amount by \$10,000 to \$30,000. This additional funding is intended to be used for training and travel of the SMSA Executive Director and SMSA Board Members. The City further agrees to provide reimbursement of costs associated with purchase of a computer and printer for use by SMSA in an amount not to exceed \$2,500.

THE CITY OF SMITHVILLE:

By: _____

Name: Damien Boley, Mayor

SMITHVILLE MAIN STREET ASSOCIATION:

By: _____

Title _____



Board of Alderman Request for Action

MEETING DATE: 9/6/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1117 - Change Order with SAK Construction, LLC for Sanitary Sewer Rehabilitation

REQUESTED BOARD ACTION:

Motion to approve Resolution 1117, approving a Change Order with SAK Construction, LLC in the amount of \$37,548.

SUMMARY:

On May 3, 2022 the Board awarded Bid No. 22-16 to SAK Construction, LLC for the annual Sanitary Sewer Rehabilitation project. Cured in Place Pipe, also known as CIPP lining, is a method of trenchless pipe repair restoration used in existing pipe repair. This process is done to preserve the current pipes that have been damaged by leaks, cracks, intruding roots and rust. A fiberglass "sock" is saturated with an epoxy/resin and inserted into an existing pipe. Steam is sent through the liner pushing the liner against the wall of the old pipe and curing the resin. The result is a plastic liner providing a new smooth surface without intrusions such as tree roots. This also helps with infiltration into the sewer main. Finally, the service lines are re-established with a cutting tool that is sent through the pipe.

This method of maintenance is very practical, avoiding digging up mains, providing a smooth interior surface, seals cracks and leaks and provides additional structural strength to the sewer main. The original cost estimate that was approved was not to exceed \$128,408.

As part of the CIPP process, SAK performed the Pre-CCTV videoing and cleaning of the sewer lines identified in Bid No. 22-16. Upon review of the videos, there are necessary point repairs in order to complete install the CIPP. There are also roots that will need trimming in order to install the CIPP. Due to the depths of the sewer lines, staff cannot perform this work since we do not have the necessary equipment for these type of repairs. Additionally, Quincy Boulevard improvements have been identified in the FY23. Quincy Boulevard will have mill & overlay, road reconstruction, sidewalk installation, stormwater improvements, and a waterline replacement. Staff is proposing to add an additional area for Pre-CCTV video and cleaning along Quincy Boulevard, so staff can review the sewer lines before the improvements take place in case there is the need to identify this area for CIPP or maintenance in the future. The total cost for the point repairs, lateral trimming, and Quincy Blvd Pre-CCTV video and cleaning is \$37,548.

The updated estimate for the entire Sanitary Sewer Rehabilitation project is \$165,956.

PREVIOUS ACTION:

Board approved Resolution 1055 for an emergency purchase on May 3, 2022 awarding Bid No. 22-16 Sanitary Sewer Rehabilitation, to SAK Construction, LLC.

POLICY ISSUE:

Infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance for infrastructure are available in the Combined Water and Wastewater Systems (CWWS) budget.

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: Estimate & Quincy Blvd CIP Project Page | |

RESOLUTION 1117

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CHANGE ORDER WITH SAK CONSTRUCTION, LLC FOR SANITARY SEWER REHABILITATION IN THE AMOUNT OF \$37,548

WHEREAS, on May 3, 2022 the Board approved Resolution 1055 awarding Bid No. 22-16 Sanitary Sewer Rehabilitation to SAK Construction, LLC in an amount not to exceed \$128,408; and

WHEREAS, point repairs and trimming protruding laterals were identified in order to install the Cured In Place Pipe; and

WHEREAS, an additional area for Pre-CCTV video and cleaning was identified at Quincy Blvd; and

WHEREAS, the updated estimated for the sanitary sewer rehabilitation of repairs is \$165,956.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, that the Mayor is authorized to execute a Change Order with SAK Construction, LLC for point repairs, trimming protruding laterals, and additional Pre-CCTV video and cleaning in an amount of \$37,548.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond
City Clerk



636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

August 31, 2022

City of Smithville, MO
107 W Main Street
Smithville, MO 64089

Re: Smithville, MO – Clean/CCTV and Point Repairs - SAK CIPP Quote

Gina Pate:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item	Description	Diameter	Quantity	Unit Price	Total Price
1	Mobilization& General Conditions		1 LS	\$7,375.00	\$7,375.00
2	8" Clean/CCTV	8	2580 LF	\$3.30	\$8,514.00
3	Segment #9 Point Repair	8	1 LS	\$10,219.00	\$10,219.00
4	#9 Additional Point Repair >10 LF	8	TBD LF	\$594.00	-
5	Segment #11 Point Repair	8	1 LS	\$11,440.00	\$11,440.00
6	#11 Additional Point Repair >10 LF	8	TBD LF	\$682.00	-
7	Trimming Protruding Laterals	8	TBD EA	\$385.00	-
Total					\$37,548.00

INCLUSIONS:

- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.
- Point Repairs as Listed above.
- Traffic Control (Cones Only).
- Price includes one mobilization.
- Performance and Payment Bonds.

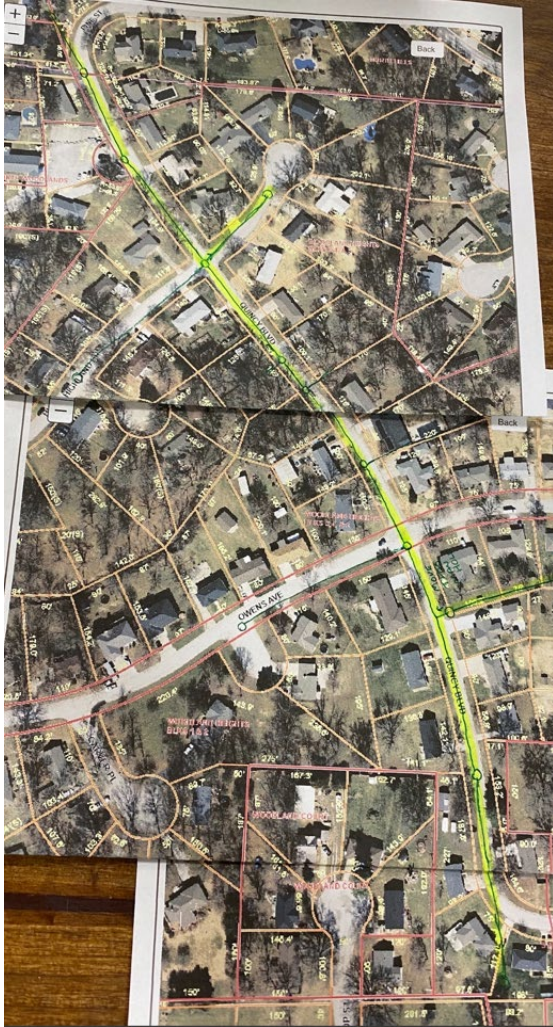
EXCLUSIONS:

- Any special insurance required, i.e., railroad protective insurance.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Access into the site. We will need access for our equipment.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Clean/CCTV SCOPE:



Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Brent Adams
Brent Adams

Accepted By _____
Printed Name:
Title:

Date

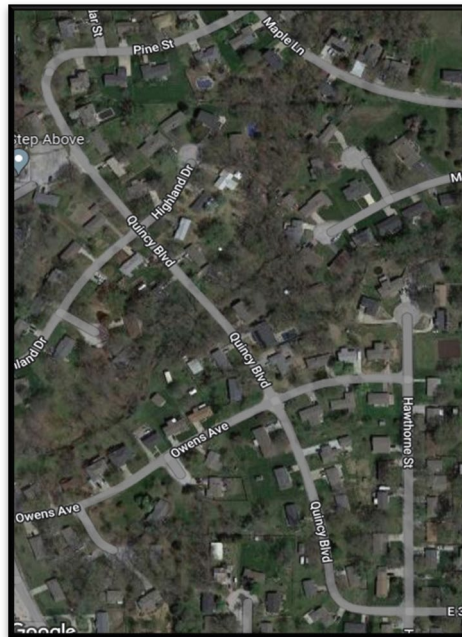
Capital Improvement Projects 2023- 2027

Project Name: Quincy Boulevard Improvements	Department: Public Works
Type of Project: Rehabilitation & Improvement	Contact: Chuck Soules
Total Project Cost: \$1,350,000	

Description:

The project will replace the aging water main and provide a loop to the system. The existing water line is a 4" line in some areas and a 6" line in other areas. Public Works will be replacing all the water lines with 8" PVC piping.

In addition to these waterline improvements, Public Works will mill and overlay Quincy Boulevard. Sidewalks will also be added to the side of Quincy Boulevard. Currently, there are not sidewalks in this area. To improve the drainage in the area, there will be new curb and gutter installed as well as new storm sewers which will improve stormwater runoff and control.



Justification:

The drainage is poor in and around Quincy Boulevard which results in the street holding water in many areas. In addition, these areas are failing and need to be repaired. Storm sewer rehabilitation will help with the existing drainage issues and prevent future damage to the repaired street. Newly installed curb and gutters will improve stormwater drainage to the storm sewer which will alleviate flooding and stormwater control problems caused by the street holding too much water. Also, the water main has incurred several breaks and has aged over time. To improve

service, the water main will need to be replaced and due to the water main improvements, the road will also need to be replaced. Sidewalks do not exist in this area and adding sidewalks will improve walkability in the area.

Impact on Operating Costs:

The project will improve maintenance costs for the road, stormwater infrastructure, and water line. There will be future costs for sidewalk maintenance since there are not currently any sidewalks in this area.

Planned Expenditures

Phase	FY 2022	FY 2023
Engineering	\$60,000	\$150,000
Quincy Boulevard Mill & Overlay	-	\$100,000
Quincy Blvd/Owen Reconstruction	-	\$150,000
Quincy Boulevard Sidewalks	-	\$200,000
Quincy Blvd Stormwater Additions	-	\$250,000
Quincy Waterline Replacement	-	\$500,000
Total	\$60,000	\$1,350,000

Funding Sources

Source	FY 2022	FY 2023
Transportation Sales Tax Fund	\$60,000	\$100,000
Capital Improvement Sales Tax Fund	-	\$150,000
General Fund	-	\$200,000
CWWS Fund	-	\$650,000
Parks & Stormwater Sales Tax Fund	-	\$250,000
Total	\$60,000	\$1,350,000

Updated: August 16, 2022



FY22 – FY23 Planning Calendar

September 20, 2022 Work Session 6:00 p.m.

Discussion of Potential Ballot Initiatives
Discussion of Animal Control

September 20, 2022 Regular Session 7:00 p.m.

Public Hearing – Property Tax Levy
Ordinance – Setting the 2022 Property Tax Rate – Emergency - 1st & 2nd Reading
Ordinance – Rezoning 1103 S. Commercial Street B2 to B3 - 1st Reading
Ordinance – Rezoning 413 Winner Road R1 to R3 – 1st Reading
Resolution – Right of Way Agreement with Bluebird Network
Resolution – Sidewalk Policy
Resolution – Award Bid No. 22-19, Citywide Solid Waste Collection
Resolution – Heritage Tractor Site Plan
Proclamation – Diaper Need Awareness Week

October 4, 2022 Work Session 6:00 p.m.

Review of Fireworks Event Approvals

October 4, 2022 Regular Session Meeting 7:00 p.m.

Ordinance – FY23 Operating Budget – 1st Reading
Resolution – Accepting Land Donation – Kemper
Resolution – Awarding Wayfinding Sign Project Bid

October 18, 2022 Work Session 5:30 p.m.

October 18, 2022 Regular Session Meeting 7:00 p.m.

Public Hearing – Sewer Rates
Ordinance – FY23 Operating Budget – 2nd Reading
Resolution – Amending the Schedule of Fees
Resolution – Employee Compensation
Resolution – Changes to the Policy Manual
Resolution – Award Contract River Crossing Design
Resolution – Award Contract – Winner/Woods Waterline Replacement
Executive Session Pursuant to Section 610.021(3)RSMo.

November 1, 2022 Work Session 6:00 p.m.

November 1, 2022 Regular Session 7:00 p.m.

Resolution – Agreement with Sourcewell for mower procurement

November 15, 2022 Work Session 6:00 p.m.

November 15, 2022 Regular Session Meeting 7:00 p.m.

- Resolution – Award Bid Police Computers and MDT Replacement
- Resolution – Change to Employer Match to Employee Retirement Plan (LAGERS)
- Resolution – Agreement with PWSD No. 9
- Resolution – Award contract for River Crossing design

December 6, 2022 Work Session 5:30 p.m.

- Discussion FY22 Budget Review

December 6, 2022 Regular Session Meeting 7:00 p.m.

- Resolution – Skid Steer Loader Lease
- Resolution – Award Bid – City Hall Servers

December 20, 2022 Work Session 6:00 p.m.

December 20, 2022 Regular Session 7:00 p.m.

- Resolution – Award Bid – 4th Street And 4th Terrace Utility
- Resolution – agreements associated with preorder equipment for liftstation/west bypass project

January 3, 2023 Work Session

January 3, 2023 Regular Session

- Resolution – HDR Engineering Authorization Owens Branch

January 17, 2023 Work Session

January 17, 2023 Regular Session

February 7, 2023 Work Session

February 7, 2023 Regular Session

- Resolution – Camp Host Contract

February 21, 2023 Work Session

February 21, 2023 Regular Session

- Resolution – MOU with Lion's Club – Farmer's Makers Market

February 23, 2023 – Chamber Awards/Legacy Fund Fundraiser Dinner – White Iron Ridge

March 7, 2023 Work Session

March 7, 2023 Regular Session

- Resolution – Award Bid Waterline to Major Mall
- Resolution – Award Bid for Winner/Woods waterline replacement

March 21, 2023 Work Session

- Discussion of 3-Month FY2023 Budget Review

March 21, 2023 Regular Session

- Resolution – Award Bid 144th Street Lift Station and West Bypass
- Resolution – Continuing Slipline Sewer Project
- Executive Session Pursuant to Section 610.021(3)RSMo.

April 4, 2023 Work Session

April 4, 2023 Regular Session

Resolution – Award Neighborhood Beautification Grants
Resolution – City Administrator's Contract
Resolution – City/County Fourth of July Fireworks Display
Resolution – "Go to Market" authorization for COP debt for utility projects

April 18, 2023 Work Session

FY2022 Audit Review Presentation

April 18, 2023 Regular Session

Resolution – Certify Election Results
Resolution – Award Bid Quincy Blvd Waterline, Sidewalk & Mill & Overlay
Swear in Newly Elected Officials
Board of Alderman Orientation
Election of Mayor Pro-Tem
Election of Planning Commission Representative
Election of Economic Development Committee Representative
Election of Parks and Recreation Committee Representative
Election of Finance Committee Representatives

May 2, 2023 Work Session**May 2, 2023 Regular Session**

Resolution – Award Bid Sidewalk Repairs
Resolution – City/County July Fireworks Display
Proclamation – Public Works Week

May 16, 2023 Work Session

Discussion Departmental Budget Presentation
Discussion 6-Month FY2023 Budget Review

May 16, 2023 Regular Session

Ordinance – Approval of Financing – COP for utilities projects

June 6, 2023 Work Session

Discussion 5-Year Capital Improvement Plan Update

June 6, 2023 Regular Session**June 20, 2023 Work Session****June 20, 2023 Regular Session**

Resolution – Award bid for Lagoon cleaning

July 4, 2023**July 18, 2023 Work Session**

2023 Tax Rate Update
Discussion FY23 Employee Handbook
Discussion FY23 Compensation Plan
Discussion Schedule of Fees

July 18, 2023 Regular Session

August 1, 2023 Work Session

Public Hearing – Property Tax Levy

Ordinance – Setting the 2023 Property Tax Rate – 1st Reading

August 1, 2023 Regular Session

August 15, 2023 Work Session

Discussion 9-Month FY2023 Budget Update

Discussion FY2024 Operating Budget (1st Discussion)

August 15, 2023 Regular Session

Ordinance – Setting the 2023 Property Tax Rate – 2nd Reading

Resolution – Destination Safe Grant

Resolution – DWI Enforcement Grant Agreement

Resolution – Hazardous Moving Violation Grant Agreement

September 6, 2023 Work Session

Discussion FY2024 Operating Budget (2nd Discussion if needed)

September 6, 2023 Regular Session

September 20, 2023 Work Session

September 20, 2023 Regular Session

October 4, 2023 Work Session

October 4, 2023 Regular Session

Ordinance – FY2024 Operating Budget – 1st Reading

Resolution – Award Bid for construction of river crossing

October 18, 2023 Work Session

October 18, 2023 Regular Session

Ordinance – FY2024 Operating Budget – 2nd Reading

November 1, 2023 Work Session

November 1, 2023 Regular Session

November 15, 2023 Work Session

November 15, 2023 Regular Session

December 6, 2023 Work Session

Discussion FY2023 Budget Review

December 6, 2023 Regular Session

December 20, 2023 Work Session

December 20, 2023 Regular Session

Unscheduled:

City/County Shared Roads – Clay and Platte
Corps of Engineers Lease Contract
Preliminary Plat – Fairview Crossing
Fence Ordinance – Residential Rules
AUD's (Accessory Dwelling Units) on Existing Properties
Courtyard Park Alleyway Safety
Wayfinding Signage Guidelines