



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda – **Amended 10-28-2022**

November 1, 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.

Public Comment can be made in person or via Zoom, if by 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. **Consent Agenda**

- **Minutes**

- October 18, 2022, Board of Aldermen Special Session Minutes
- October 18, 2022, Board of Aldermen Regular Session Minutes

- **Resolution 1140, Acknowledgement of Mower Purchase**

A Resolution authorizing purchase of two zero turn mowers and a rotary cutter for the Parks and Recreation Department.

- **Resolution 1141, Acknowledgement of City Hall Server Purchase**

A Resolution acknowledging purchase of City Hall servers from the NASPO ValuePoint Cooperative Purchasing program in an amount not to exceed \$21,671.48.

- **Resolution 1142, Awarding RFQ No. 22-22, Camp Host**

A Resolution awarding RFQ No. 22-22, Camp Host Services to Janet Terry and Chris Dunkin for the 2023 camping season.

- **Resolution 1143, Awarding Bid for MDT Replacement**

A Resolution authorizing the expenditure of funds for the purchase of Mobile Data Terminals in patrol cars for the Smithville Police Department in an amount not to exceed \$10,022.84.

Join Zoom Meeting

<https://us02web.zoom.us/j/84782992341>

Meeting ID: 847 8299 2341

Passcode: **415999**

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

- Parks and Recreation Committee

5. City Administrator's Report

ORDINANCES & RESOLUTIONS

6. Bill No. 2964-22, Destruction of Records – 1st Reading

An Ordinance authorizing staff to proceed with the destruction of certain finance and police records as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 1st reading by title only.

7. Bill No. 2965-22, FY2023 Budget Amendment No. 1 – 1st Reading

An Ordinance amending FY2023 Budget to add \$51,500 to the expenditure budget in the Combined Water/Wastewater Fund to purchase the skid steer loader. 1st reading by title only.

8. Resolution 1144, Change Order No. 5 – Raw Water Pump Station Gate

A Resolution approving Change Order No. 5 with Irvinbilt Constructors, Inc. in an amount of \$7,742 for a gate for the Raw Water Pump Station.

9. Resolution 1145, Replacing the Backwash Pump

A Resolution approving the replacement of the backwash pump with Mid-America Pump for an amount of \$16,917.34.

10. Resolution 1146, Acknowledging Emergency Purchase

A Resolution acknowledging the emergency purchase from United Heating and Cooling, Inc. for a HVAC system in the amount of \$8,624.

OTHER MATTERS BEFORE THE BOARD

11. 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.

12. 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.

13. Adjourn





Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT:

Administration/Finance/Parks/Police

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**
 - October 18, 2022, Board of Aldermen Special Session Minutes
 - October 18, 2022, Board of Aldermen Regular Session Minutes
- **Resolution 1140, Acknowledgement of Mower Purchase**

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A Resolution acknowledging purchase of City Hall servers from the NASPO ValuePoint Cooperative Purchasing program in an amount not to exceed \$21,671.48.
- **Resolution 1142, Awarding RFQ No. 22-22, Camp Host**

A Resolution awarding RFQ No. 22-22, Camp Host Services to Janet Terry and Chris Dunkin for the 2023 camping season.
- **Resolution 1143, Awarding Bid for MDT Replacement**

A Resolution authorizing the expenditure of funds for the purchase of Mobile Data Terminals in patrol cars for the Smithville Police Department in an amount not to exceed \$10,022.84.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

**SMITHVILLE BOARD OF ALDERMEN
SPECIAL SESSION**

October 18, 2022 6:30 p.m.
City Hall Council Chambers

1. Call to Order

Mayor Boley called the meeting to order at 6:28 p.m. A quorum of the Board was present: Marvin Atkins, John Chevalier, Leeah Shipley, Dan Ulledahl, Dan Hartman and Ronald Russell.

Staff present: Cynthia Wagner, Jason Lockridge, Chuck Soules and Linda Drummond.

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

Alderman Hartman moved to adjourn to Executive Session Pursuant to Section 610.021(3) RSMo. Alderman Russell seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the special session adjourned to the Executive Session at 6:29 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

October 18, 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 6:59 p.m. A quorum of the Board was present: John Chevalier, Leeah Shipley, Marv Atkins, Dan Ulledahl, Dan Hartman and Ronald Russell.

Staff present: Cynthia Wagner, Anna Mitchell, Chief Lockridge, Chuck Soules, Stephen Larson, and Linda Drummond.

2. Pledge of Allegiance led by Mayor Boley

3. Mayor Boley called the public hearing for the Sewer Rates to order 7:00 p.m.

No Public Comment.

4. Adjourn Public Hearing for Sewer Rates

Mayor Boley declared the public hearing adjourned at 7:00 p.m.

5. Consent Agenda

- **Minutes**

- October 4, 2022, Board of Aldermen Work Session Minutes
- October 4, 2022, Board of Aldermen Regular Session Minutes

- **Financial Report**

- Finance Report for September 2022

- **Resolution 1126, Liquor License – Nissa True**

A Resolution approving a issuance of a liquor license to Nissa True doing business as Pizza Shoppe located at 101 US 169 Highway.

- **Resolution 1127, Award Bid No. 22-21 – Utility Fence Replacement**

A Resolution awarding Bid No. 22-21 to Quality Fence, LLC for the replacement of utilities fencing in an amount not to exceed \$57,010.

- **Resolution 1128, Acknowledgement of Emergency Expenditure**

A Resolution acknowledging and approving the expenditure of \$7,970 for the repair of a transfer pump at the water treatment plant by Mid-America Pump.

- **Resolution 1129, Sewer Line Repairs at First Baptist Church**

A Resolution authorizing payment for sewer service investigation and sewer repair at the First Baptist Church at 300 South Bridge Street in an amount not to exceed \$10,921.45.

- **Resolution 1130, Repairs for Police Patrol Interceptors**

A Resolution authorizing the purchase of repairs and maintenance services for police patrol interceptors in an amount not to exceed \$9,578.09 to Wright Automotive.

- **Resolution 1131, Election Expenditure**

A Resolution authorizing payment to the Clay County Board of Election Commissioners for the City's share of General Election expenses in an amount not to exceed \$8,424.62 for the November 8, 2022 election.

- **Resolution 1132, Employee Assistance Program Services**
A Resolution authorizing the Mayor to sign an agreement with ComPsych for Employee Assistance Program Services.

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

No discussion.

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

6. Committee Reports

Cynthia reported that they did not have quorum for the October 14 Legacy Fund meeting and their next meeting will be next month. Mayor Boley noted that he and Erica Winston from the Chamber met today at 5:00 p.m. to discuss the February 23, 2023, Legacy Fund Fundraiser/Chamber Awards Dinner. He said that they have five tables sold so far and around 200 people attending so far and the tickets are selling fast.

Alderman Chevalier reported on the October 11 Planning and Zoning Commission meeting. They discussed the Herzog Foundation's plans for the Herzog Lodge and voted against the proposed plan. Alderman Chevalier noted that there are 56 residential building permits to date this year. NAPA and Express Stop businesses are now open.

7. City Administrator's Report

Cynthia noted one of the items in her report related to a change in contribution to the employee LAGERS retirement program. It was discussed at the retreat as part of the budget planning process and is included in the budget document that is to be considered for approval for second reading on the agenda this evening. If the budget is approved, staff will work to proceed with that change to the retirement system. The change will be for employees to go from a contributory program of contributing 4% to their retirement on an annual basis to a reduction of 2% with the City contributing the other 2%. The state law outlines the process for that change including an actuarial valuation. This study has been requested and received. Statute further requires that the valuation study be made available for public inspection for at least 45 calendar days before the Board may take the action to approve a Resolution adopting proposed changes. The document will be available in the City Clerk's office and on the City's website beginning tomorrow, Wednesday, October 19. A Resolution adopting these changes will be on the December 6 agenda. If approved that information will be forwarded to LAGERS and the change to the retirement contribution will be reflected in the first paycheck of January.

Cynthia noted that staff received word that the order that we had placed for four police interceptors for 2022 has been cancelled. When the original order was placed we also ordered four police interceptors for 2023. Staff made a unilateral decision to go ahead and place an order for eight of the interceptors for 2023. She explained that there is price increase on all of those across-the-board. Chief Lockridge had indicated to Cynthia earlier

that he had heard from other departments who were purchasing vehicles had already had their orders cancelled. We are hopeful that the manufacture of those vehicles and will begin soon to start filling those orders.

Cynthia noted that there is an item on the agenda tonight for police vehicle repairs and Alderman Atkins had asked her if those repairs were for the leased vehicles. She explained that it is for the vehicles that we own that are aging and aging quickly. Staff is working to do what they can to try get the new leased vehicles in and pursue any other mechanisms. She noted staff is hoping that in 2023 we are able to get all eight vehicles we have on order. Staff will keep the Board posted on this issue.

Cynthia noted that staff received information today on the replacement of a skid steer loader for the utilities division that is included the budget as an annual lease of \$15,000. Staff worked with Sourcewell for pricing and received prices from Heritage Tractor for a purchase and/or lease of a new skid steer loader. Purchasing the skid steer loader outright will save about \$12,000 over the life of the lease. Staff recommends that we purchase rather than lease. Staff has had contact from Heritage Tractor that their fiscal year is very similar to ours and they are encouraging us to get the order in sooner rather than later. Staff did go ahead today and place that order we will not be invoiced until we receive the equipment that would probably be next summer. Cynthia explained that the FY2023 budget only includes \$15,000 so staff will bring a budget amendment forward to include the entire cost and will own the skid steer outright.

Allan Jensen, Streets Superintendent, provided a report on snow preparations. He reported that last year, the City responded to 10 winter weather events and used approximately 400 tons of salt.

Allan noted that the Streets Division is finally fully staffed. They have seven trucks that are equipped for snow removal. We have 350 tons of salt on hand at this time. The department will continue to report to the Public Works Director after each event.

In September, Public Works staff attended an APWA Supervisor Winter Maintenance Training. Based on this training, the Streets Division has recommended operation changes to reflect best management practices of winter maintenance.

The City has purchased a new salt brine maker, which will allow the pre-treatment of City streets. They will apply the pre-treatment to the main thoroughfares problem areas such as hill, intersections, shady areas, etc. The pre-treatment helps to keep the snow and ice from bonding to the road until the temperatures get below 15 degrees.

The City purchased a pre-wetting system that wets the salt coming out of the spreader which will pre-activate the salt making it work a lot faster. Only one truck will be equipped with this piece of equipment at this time.

Staff will receive training on the new pre-treatment equipment, general winter maintenance training by Midwest Public Risk (MPR). Staff will receive stormwater good housekeeping training at their winter training to reduce our environmental impact to our local waterways.

Additionally, the City has renewed the contract for residential snow removal services with R&S Lawn Service for the following neighborhoods: Rollins Landing, Harborview, and Greyhawke with the possibility of adding Wildflower.

Staff has updated the Snow and Ice Control Policy to reflect the pre-treatment, contracted snow removal services, and the updated shared road list with Clay County.

Alderman Russell asked if the pre-wetting system and the pre-treatment system would be done by the same truck?

Allan explained that the brine solution is in a big tank with a spray bar on the back will be used on the main thoroughfares. The pre-wetting solution will be sprayed right in the chute of the spreader truck as it is spreading salt.

Alderman Chevalier asked if it would be possible to add Marcus Road and Murphy Road since they are adjacent to Rollins Landing to the areas that R & S Lawn Service remove snow.

Allan said that would be doable since they would be in that area.

Alderman Hartman added that he thought these were fantastic snow removal practices and he was glad that we were going to a brine system and pre-wetting the salt.

Cynthia noted that the Street Department as Allan mentioned is fully staffed and have the newly added position hired and he will begin on Thursday.

Chuck Soules, Public Works Director, gave a presentation of the issues the City is having at the Wastewater Plant.

Influent Pump Station at Wastewater Plant



Chuck explained that this slide shows where all the wastewater from the city comes into the Wastewater Plant. The debris shown in the picture is mostly the wipes that say they

are flushable. He noted that if we were able to purchase the four-million-dollar bar screen we would catch all that debris unfortunately the bar screen that we do have does not.

Influent Pump Station at Wastewater Plant



This slide shows a closer up view where you can see there is also plastic debris, candy wrappers, etc. that does not degrade.

In Service SBR#2 at Wastewater Plant



This slide shows SBR#2 that is currently running in good condition but has a lot of debris on the surface that will make it through the current bar screen.

SBR#1 at Wastewater Plant



This slide shows SBR#1 that is in need of repair. The knee brace support is broken. Chuck explained that the pipe is flexible and floats up and down on those supports. It is still being supported by the braces but if it falls it will break our aeration. It needs to be fixed. Staff is recommending for that brace replace it with stainless steel. In order to make the repairs SBR#1 will have to be completely cleaned out. The decanter also has ports that spray out and diffuse into the SBR unit and they are all clogged by the wipes. Chuck noted that staff will clean it out the best they can. Mid-America Pump will come and lift the decanter up and out take the knee brace apart and fabricate another knee brace out of stainless steel then we will have to pump out the sludge from the bottom.

Chuck noted that the Wastewater Plant has been here since 1994 and the SBR#2 is in need of similar repairs to those recently made to the SBR#3. He also noted that Bob Lemley, Utility Superintendent, explained that we did not have this issue with the wipes until COVID started and the wipes do not disintegrate.

Chuck explained that to fix SBR#2 staff is estimating the cost around \$20,000 to \$25,000 to replace the knee brace and clean up the debris and around \$10,000 to pump out the sludge on the bottom.

SBR#1 at Wastewater Plant



In this picture you can see more of the debris.

SBR#3 at Wastewater Plant



Chuck explained that the picture on the left is SBR#3 before it was cleaned out and the one on the right is after it was cleaned out and before the decanter was put back in.

Current situation: lift station with excessive grease



Chuck noted that we are also having issues with is grease. This is a picture of one of the lift stations. The grease comes from restaurants, businesses and also residents. The grease shown in these pictures plugged up the lift station. Staff applies Dawn dish soap to hold it in place so they can go in and skim it off and haul it away.

Alderman Russell asked how often the ports on the SBR's have to be cleaned and are they flushed out in routine maintenance.

Chuck explained that we just had to do SBR#3 and now we have to do SBR#1. Staff will be looking at SBR#2. He said that these have been working very well for years and it has just been recently that the performance has started failing. He noted that since he has been with the City SBR#2 has been cleaned out because we had an aerator issue. Chuck noted that they are not cleaned on an annual basis because of the work it entails but staff is going to start looking at them more frequently as they see the performance start to deteriorate.

Alderman Chevalier asked if there was something that we could have restaurant do to mitigate the grease issue.

Chuck noted that ideally he would like to have an Ordinance similar to backflow prevention where we would require them to be inspected and certified and have that turned into the City annually to allow us to keep track of that. He explained that all restaurants, car washes, mechanic shops, anything that has oils and grease or a mud trap or a grease trap need to be serviced annually.

Cynthia noted that this is the reason staff has brought this to the Board's attention so we can start looking at the various options for addressing these concerns.

Cynthia noted that this would be Anna Mitchell, Assistant City Administrator's last Board of Aldermen meeting. She has taken a job with International City/County Management

Association in research and publication role. Her last day with the City is Thursday this week and we appreciate all she has done in her 20 months with the City and wish her well.

ORDINANCES & RESOLUTIONS

8. Bill No. 2962-22, Adopt the FY2023 Operating Budget – 2nd Reading

Alderman Hartman moved to approve Bill No. 2962-22, adopting the FY2023 Annual Operating Budget. 2nd reading by title only. Alderman Ulledahl seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2962-22 approved.

9. Bill No. 2963-22, Amending Chapter 510, Right of Way Management – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2963-22, amending Chapter 510, Right of Way Management. 2nd reading by title only. Alderman Shipley seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2963-22 approved.

10. Resolution 1133, Amending the Schedule of Fees

Alderman Ulledahl moved to approve Resolution 1133, adopting amendments to the Schedule of Fees. Alderman Atkins seconded the motion.

Alderman Russell asked if this also included the adjustment to the fees for water.

Mayor Boley noted that it is for water, sewer, parks and police.

Cynthia explained that as the budget was developed this summer staff brought forward a number of changes to the fees and they are reflected in the schedule of fees as outlined.

Alderman Russell asked if this Resolution did not pass what would that do to the budget?

Cynthia explained that there would be lower revenues than anticipated.

Alderman Russell asked if the operating budget that just passed would remain in effect if this Resolution failed.

Cynthia explained that the budget would remain in effect, staff would have to look at what impact that would have on the projected revenue and bring those changes back to the Board in terms of a budget amendment.

Alderman Russell said that Cynthia, Stephen and his team had done a great job on looking for opportunities. The retreat was a great opportunity for the Board to look at opportunities with the schedule of fees. He noted that with this current situation economy he cannot support the increase in the water and sewer rates to the constituents.

Alderman Chevalier explained that the reason that we have these fees, and the water Master Plan is to be able to afford to fix the equipment and do the upgrades needed. He noted that the increase to these fees has to happen.

Mayor Boley thanked Chuck for the presentation because the residents have made the choice to flush the wipes over the last couple of years and need to change their habits. These are the maintenance costs that we are incurring now that we did not have before.

Alderman Russell said that he has toured the facilities and sees what staff is up against daily and fixing repairs that should have been done 20 years ago. He noted that he did not disagree that the maintenance and repairs are needed with the growth we are having.

Ayes – 5, Noes – 1 (Alderman Russell), motion carries. Mayor Boley declared Resolution 1133 approved.

11. Resolution 1134, Amending the Employee Compensation Plan

Alderman Ulledahl moved to approve Resolution 1134, adopting amendments to the Employee Compensation Plan. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1134 approved.

12. Resolution 1135, Amending the Employee Handbook

Alderman Ulledahl moved to approve Resolution 1135, adopting amendments to the Employee Handbook. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1135 approved.

13. Resolution 1136, Amending the Policy Manual

Alderman Hartman moved to approve Resolution 1136, adopting amendments to the Policy Manual. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1136 approved.

14. Resolution 1137, Agreement with Clay County for Winter Storm Maintenance

Alderman Ulledahl moved to approve Resolution 1137, authorizing the Mayor to sign a Winter Storm Maintenance Agreement with Clay County. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1137 approved.

15. Resolution 1138, Authorization No. 97 – Little Platte River Crossing Design

Alderman Ulledahl moved to approve Resolution 1138, authorizing and directing the Mayor to execute Authorization No. 97 with HDR Engineering, Inc. for design and construction services for Little Platte River Crossing. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1138 approved.

16. Resolution 1139, Awarding RFQ No. 22-20 – Wayfinding Sign Design

Alderman Ulledahl moved to approve Resolution 1139, awarding RFQ No. 22-20, authorizing and directing the Mayor to enter an agreement with KMA Design for the completion of a Wayfinding and Signage Design Guideline Project in an amount not to exceed \$19,390. Alderman Hartman seconded the motion.

No discussion.

Ayes – 5, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Resolution 1139 approved.

OTHER MATTERS BEFORE THE BOARD

17. Public Comment

Jennifer Pease, 206 Hampton Drive, works for Public Water Supply District #8. Jennifer explained that District #8 buys their water from the City of Smithville and have been in the process of negotiating a new contract with the City since November 2021. She asked for an executive session meeting with the Board to address this contract.

Mayor Boley explained that the Board could not meet with their board in an executive session due to the Sunshine Law and transparency.

Alderman Chevalier suggested a liaison meeting between their board, City staff, the Mayor and two Aldermen.

Mayor Boley told Ms. Pease that he would meet with her and their board member that was also present after the meeting.

18. Appointment

The Mayor will nominate appointment to the Economic Development Committee, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Kelly Kobylski appointed member of the Economic Development Committee.

19. New Business from the Floor

None

20. Adjourn

Alderman Ulledahl moved to adjourn. Alderman Hartman the motion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:43 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1140 - Purchase of Mowers and Rotary Cutter

REQUESTED BOARD ACTION:

A motion to approve Resolution 1140, purchase of two zero turn mowers and a rotary cutter for the Parks and Recreation Department using a cooperative bid.

SUMMARY:

The parks maintenance team maintains city parks weekly. The existing two mowers are needing repairs and still have value to be traded in. The 22" batwing finish mower, that is used to mow the large open green spaces, is needing repairs as well.

City Code Section 105.080.C authorizes staff to utilize cooperative purchasing agreements. Heritage Tractor has provided a purchase price from John Deere's Sourcewell cooperative purchasing agreement in the amount of \$20,555.52 after trade in for two mowers and \$29,383.88 for the Rotary Cutter. Total cost is \$49,939.40. Total budgeted for parks equipment is \$47,850.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Facility Maintenance

FINANCIAL CONSIDERATIONS:

The Parks and Recreation budget included \$47,850 for this purchase. Additional funds are available in the parks operating budget.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1140

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF TWO JOHN DEERE MOWERS AND ROTARY CUTTER FROM HERITAGE TRACTOR FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL IN THE AMOUNT OF \$49,939.40

WHEREAS, the Parks and Recreation Department maintains city parks and open areas weekly; and

WHEREAS, the 2023 Parks and Recreation Budget include funds for the mower; and

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

WHEREAS, staff has made a recommendation to purchase the mower from Heritage Tractor, through the cooperative purchasing agreement with Sourcewell.

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

THAT staff is hereby authorized and directed to purchase said equipment Heritage Tractor in an amount of \$49,939.40.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of November, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

Tel: 816-873-3385

Email: dmontgomery@heritagetractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Heritage
TRACTOR

Quote Id: 27472564

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Prepared For:
Smithville Parks



Proposal For:
Smithville Parks

Delivering Dealer:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

hti@heritagetractor.com

Quote Prepared By:

Dylan Montgomery
dmontgomery@heritagetractor.com

Date: 20 September 2022

Offer Expires: 20 October 2022

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Quote Summary

Prepared For:
Smithville Parks
MO

Delivering Dealer:
Heritage Tractor, Inc.
Dylan Montgomery
1300 S. Us-169 Highway
Smithville, MO 64089
Phone: 816-873-3385
dmontgomery@heritagetractor.com

Quote ID: 27472564
Created On: 20 September 2022
Last Modified On: 24 October 2022
Expiration Date: 20 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE FC20M Flex Wing Rotary Cutter	\$ 38,663.00	\$ 29,383.88 X	1 =	\$ 29,383.88
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)				
Price Effective Date:				
JOHN DEERE 540M Loader	\$ 8,580.00	\$ 6,520.80 X	1 =	\$ 6,520.80
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)				
Price Effective Date:				
Equipment Total				\$ 35,904.68

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 35,904.68
Trade In	
SubTotal	\$ 35,904.68
Est. Service Agreement Tax	\$ 0.00
Total	\$ 35,904.68
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 35,904.68

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27472564 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

JOHN DEERE FC20M Flex Wing Rotary Cutter

Hours: **Suggested List ***
Stock Number: \$ 38,663.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG **Selling Price ***
70) \$ 29,383.88

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22D0P	FC20M Flex Wing Rotary Cutter	1	\$ 37,882.00	24.00	\$ 9,091.68	\$ 28,790.32	\$ 28,790.32
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1200	Spring Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Blade Pan	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3035	6 Foam-Filled Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 445.00	24.00	\$ 106.80	\$ 338.20	\$ 338.20
3510	540 RPM Driveline	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3600	540 RPM -100 HP Gearbox	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball Type Hitch	1	\$ 336.00	24.00	\$ 80.64	\$ 255.36	\$ 255.36
5280	Rigid Casting Tongue	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 781.00		\$ 187.44	\$ 593.56	\$ 593.56
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 38,663.00		\$ 9,279.12	\$ 29,383.88	\$ 29,383.88

JOHN DEERE 540M Loader

Selling Equipment

Quote Id: 27472564

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date:
Suggested List *

\$ 8,580.00

Selling Price *

\$ 6,520.80

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14C0P	540M Loader	1	\$ 10,670.00	24.00	\$ 2,560.80	\$ 8,109.20	\$ 8,109.20
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,594.00	24.00	\$ -382.56	\$ -1,211.44	\$ -1,211.44
2520	540M Standard farm loader, non-self-leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3551	Two-function hoses and parts	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4572	Two-function mid-mount Quick Coupler Connection (individual couplers)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5995	Less hood guard	1	\$ -462.00	24.00	\$ -110.88	\$ -351.12	\$ -351.12
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8220	2150-mm (85-in.) global materials bucket	1	\$ -34.00	24.00	\$ -8.16	\$ -25.84	\$ -25.84
Standard Options Total			\$ -2,090.00		\$ -501.60	\$ -1,588.40	\$ -1,588.40
Total Selling Price			\$ 8,580.00		\$ 2,059.20	\$ 6,520.80	\$ 6,520.80

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

Tel: 816-873-3385

Email: dmontgomery@heritagetractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Heritage
TRACTOR

Quote Id: 27472354

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

**Prepared For:
Smithville Parks**



**Proposal For:
Smithville Parks**

Delivering Dealer:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

hti@heritagetractor.com

Quote Prepared By:

Dylan Montgomery
dmontgomery@heritagetractor.com

Date: 20 September 2022

Offer Expires: 20 October 2022

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Quote Summary

Prepared For:
Smithville Parks
MO

Delivering Dealer:
Heritage Tractor, Inc.
Dylan Montgomery
1300 S. Us-169 Highway
Smithville, MO 64089
Phone: 816-873-3385
dmontgomery@heritagetractor.com

Quote ID: 27472354
Created On: 20 September 2022
Last Modified On: 25 October 2022
Expiration Date: 20 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 23,088.00	\$ 17,777.76 X	2 =	\$ 35,555.52
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: September 19, 2022				
Equipment Total				\$ 35,555.52

Trade In Summary	Qty	Each	Extended
2010 JOHN DEERE 997 - TC997SB055565	1	\$ 5,500.00	\$ 5,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,500.00
2015 JOHN DEERE Z997R - 1TCZ997REFM012281	1	\$ 9,500.00	\$ 9,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 9,500.00
Trade In Total			\$ 15,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 35,555.52

Trade In \$ (15,000.00)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Heritage
TRACTOR

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

SubTotal	\$ 20,555.52
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 20,555.52
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,555.52

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 27472354 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Suggested List *

Stock Number:

\$ 23,088.00

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 17,777.76

Price Effective Date: September 19, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	2	\$ 21,839.00	23.00	\$ 5,022.97	\$ 16,816.03	\$ 33,632.06
Standard Options - Per Unit							
001A	United States and Canada	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	2	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 1,923.46
1504	60 In. 7-IRON PRO™ Side Discharge Mower Deck	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,249.00		\$ 287.27	\$ 961.73	\$ 1,923.46
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 23,088.00		\$ 5,310.24	\$ 17,777.76	\$ 35,555.52

Trade-in

Quote Id: 27472354**Customer Name:****ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

2010 JOHN DEERE 997 SN# TC997SB055565	
Machine Details	
Description	Net Trade Value
2010 JOHN DEERE 997	\$ 5,500.00
SN# TC997SB055565	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1655
Total	\$ 5,500.00
2015 JOHN DEERE Z997R SN# 1TCZ997REFM012281	
Machine Details	
Description	Net Trade Value
2015 JOHN DEERE Z997R	\$ 9,500.00
SN# 1TCZ997REFM012281	
Stock Number :	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1160
PayOff	\$ 0.00
Total	\$ 9,500.00



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Resolution 1141 – Acknowledgement of Purchase of City Hall Servers from the NASPO ValuePoint Cooperative Purchasing Program for Server Procurement

REQUESTED BOARD ACTION:

A motion to approve Resolution 1141, acknowledging purchase of City Hall servers from the NASPO ValuePoint Cooperative Purchasing Program in an amount not to exceed \$21,671.48.

SUMMARY:

The City currently owns two servers which handle, store, and manage network data, devices, and systems. Dan Bounds, the City's contracted IT assistance, has recommended replacement because the current servers are six to seven years old, and the operating system utilized is Windows 2012R2, which will no longer be supported starting in 2023. In addition, the City's current two servers have no active maintenance plan or active warranty, so if the servers go down for any reason, a delay will likely exist as new ones would have to be ordered, shipped to the City, built, and configured.

Mr. Bounds provided specifications for the server and CDW provided the attached quote to fulfill these specifications. Staff recommends replacing these servers so that the City can continue to provide core services to its citizens seamlessly and without major interruption due to failure in aging technological infrastructure.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

IT Technology & Ongoing Maintenance

FINANCIAL CONSIDERATIONS:

The replacement cost for two City Hall Servers has been adequately budgeted for in the FY2023 Adopted 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: Quote | |

RESOLUTION 1141

A RESOLUTION ACKNOWLEDGING THE PURCHASE OF CITY HALL SERVERS FROM NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM FOR SERVER PROCUREMENT

WHEREAS, the City currently owns two servers which handle, store, and manage network data, devices, and systems; and,

WHEREAS, the City's IT contracted assistance, Dan Bounds, has noted the servers are aging and utilize an operating system which will no longer be supported in calendar year 2023; and,

WHEREAS, these servers are critical to the ongoing operations of the City and provision of core services to the citizens of Smithville; and,

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

THAT the Board acknowledges the purchase of City Hall servers from NASPO ValuePoint Cooperative Purchasing Program for Server Procurement in an amount not to exceed \$21,671.48.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 1st day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134 and MNWNC-115

Hewlett Packard Enterprise
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

1. Scope:

This addendum allows for purchase of the following Computer Equipment/Services: Computer Equipment, Peripherals, and Related Services led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4 – Server; and, Band 5 - Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments authorized by Missouri statutes to use state contracts are subject to the prior approval of the state's Director of the Division of Purchasing and Materials Management. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing and Materials Management for the State of Missouri.

3. Order of Precedence:

- 1) A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
- 2) Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
- 3) The Solicitation including all Addendums; and
- 4) Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents

PARTICIPATING ADDENDUM
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Hewlett Packard Enterprise
(hereinafter "Contractor")

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State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

subsequently provided by the Contract Vendor except for those within the Participating Addendum. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

a. For the informational purposes, the Contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

b. Missouri Statewide Contract Quarterly Administrative Fee:

- 1) The Contractor shall pay a one percent (1%) quarterly administrative fee to the State of Missouri which shall apply to all payments received by the Contractor for all products and services purchased and provided under this Addendum. Payment of the one percent administrative fee shall be non-negotiable.
- 2) The Contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the Contractor during the calendar quarter as reported on the Contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 30th calendar day of the month immediately following the end of the calendar quarter, unless the 30th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline. Notwithstanding an alternative interpretation, for the purpose of this Section b and Section c below, "payments" is equivalent to net sales (minus returns, credits, taxes and shipping charges) received by the Contractor during the calendar quarter.
- 3) Payments shall be made using one of the following acceptable payment methods:
 - **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The Contractor's payment by check shall authorize the State of Missouri to process the check electronically. The Contractor understands and agrees that any returned check from the Contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134 and MNWNC-115

Hewlett Packard Enterprise
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- 5) **Missouri Statewide Contract Quarterly Administrative Fee Report:**

The Contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the Contractor from state agencies, political subdivisions, universities, and governmental entities within the State of Missouri that were made pursuant to this Addendum.

The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the Contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 30th calendar day of the month following the reporting quarter entered on the report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809
- OR
- Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134 and MNWNC-115

Hewlett Packard Enterprise
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

- **Email:** ereports@oa.mo.gov

The Contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the Contractor. The Contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the Contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the Contractor shall comply with all contractual terms, as amended.

c. Missouri Statewide Contract Quarterly Usage Report:

- 1) The Contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the Contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the Contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134 and MNWNC-115

Hewlett Packard Enterprise

(hereinafter "Contractor")

And

State of Missouri

(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to Contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 30th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no purchases were made.
- 3) The Contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The Contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 4) The Contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the Contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the Contractor shall comply with all contractual terms, as amended.

5. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134 and MNWNC-115

Hewlett Packard Enterprise
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

Contractor

Name	Stacey Kearns
Address	355 LedgeLawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	Paul Linhardt
Address	301 W High St, Room 630
Telephone	573-751-4578
Fax	573-526-9816
E-mail	Paul.Linhardt@oa.mo.gov

6. Partner Utilization:

Each state represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are:

The State of Missouri does not limit Contractor partners except that they must be based in the State of Missouri.

7. Terms.

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with the applicable laws of the State of Missouri.

8. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM
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Hewlett Packard Enterprise
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And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

9. Separation:

This Participating Addendum is based on Master Agreement No. MNWNC -115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-134.

10. Participating Addendum:

To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under the WSCA Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating Addendum below.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor:
By: <i>Karen S. Boeger</i>	By: <i>Matthew C. Keck</i>
Name: <i>Karen S. Boeger</i>	Name: Matthew C. Keck
Title: <i>Director, Division of Purchasing</i>	Title: Senior Counsel
Date: <i>9-15-15</i>	Date: 9/14/15

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

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Hewlett Packard Enterprise
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State/Entity")

Contract No. MNNVP-134-MO

EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Hewlett-Packard is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc. We currently employ 369 personnel within the State of Missouri, with the majority resident teleworkers. We report, monthly, State sales tax of over \$200,000.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4 – Server; and, Band 5 - Storage. Services and products available under this agreement may also be fulfilled by HP authorized resellers and service providers residing within the State.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Hewlett-Packard Company state Income tax withholding is approximately \$95,000/month. Property tax for 2014, paid to Missouri, was \$3,410.
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:
World Wide Technologies
Technology Group Solutions
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:
None
6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:
None



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

STEPHEN LARSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBBF606	10/6/2022	SERVERS	12632308	\$21,671.48

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL380 Gen10 SMB Networking Choice - rack-mountable - Xeon Silver Mfg. Part#: P23465-B21 Contract: MARKET	2	6424493	\$3,818.42	\$7,636.84
Microsoft Windows Server 2022 Standard Edition - license - 16 cores Mfg. Part#: P46171-DN1 Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	2	6772063	\$922.43	\$1,844.86
HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser Mfg. Part#: E6U64ABE Electronic distribution - NO MEDIA Contract: Missouri NVP Software (CT170315002)	2	6426516	\$218.93	\$437.86
HPE Read Intensive - SSD - 240 GB - SATA 6Gb s Mfg. Part#: P18420-B21 Contract: MARKET	4	6424467	\$229.42	\$917.68
HPE Enterprise - hard drive - 1.2 TB - SAS 12Gb s Mfg. Part#: 872479-B21 Contract: MARKET	12	6424546	\$400.99	\$4,811.88
HPE - power supply - hot-plug redundant - 500 Watt - 563 VA Mfg. Part#: 865408-B21 Contract: MARKET	2	6424538	\$175.55	\$351.10
HPE Pointnext Tech Care Essential Service - extended service agreement - 3 Mfg. Part#: HS7Y7E	2	6952150	\$2,700.60	\$5,401.20

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: MARKET

SUBTOTAL \$21,401.42**SHIPPING** \$270.06**SALES TAX** \$0.00**GRAND TOTAL** **\$21,671.48****PURCHASER BILLING INFO****Billing Address:**CITY OF SMITHVILLE
ACCTS PAYABLE
107 W MAIN ST
SMITHVILLE, MO 64089-9384
Phone: (816) 532-0500**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF SMITHVILLE
STEPHEN LARSON
107 W MAIN ST
SMITHVILLE, MO 64089-9384
Phone: (816) 532-0500**Shipping Method:** DROP SHIP-GROUND**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Amanda Varela** | (877) 680-7211 | amanda.varela@cdwg.com**Need Help?**

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For more information, contact a CDW account manager

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Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1142, Award of RFQ 22-22 Camp Host Services

REQUESTED BOARD ACTION:

A motion to approval of Resolution 1142, authorizing and directing the Mayor to execute an agreement with Janet Terry and Rich Duncan for Camp Host Services.

SUMMARY:

Earlier this year, the City was made aware the current camp host would not be returning for the 2023 season. After reevaluating the process of finding a camphost, the City decided to issue a Request for Qualifications (RFQ) rather than a Request for Proposals (RFP), as was done in years past. An RFQ allows the City to evaluate proposals and select the submission that is judged to be in the highest and best interests for the City rather than just accepting the low bid.

RFQ #22-22 was posted on September 16, 2022. This RFQ was posted for the purpose of entering into a contract for Camp Host Services at Smith's Fork Campground for the initial period of March 31, 2023, to October 31, 2023. One submission was reviewed by the committee comprised of Parks and Recreation Director Matt Denton, Parks Maintenance Crew Leader Chase Stewart, and Recreation Manager Alex Threlkeld. The one submission was invited for an interview and Janet Terry and Rich Duncan were selected by the committee as the most qualified bid.

Once selected, the pricing submitted by Janet and Rich of \$2,500 per month, was found to be reasonable and appropriate for camp host services.

Staff recommends the approval of Janet Terry and Chris Duncan for RFQ #22-22 Camp Host Services.

PREVIOUS ACTION:

NA

POLICY OBJECTIVE:

NA

FINANCIAL CONSIDERATIONS:

FY23 Budget includes \$17,500 for camp host services

ATTACHMENTS:

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

RESOLUTION 1142

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH JANET TERRY AND RICH DUNCAN FOR CAMP HOST SERVICES

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground;

WHEREAS, staff has conducted a Request for Qualifications (RFQ) process for Camp Host Services as outlined in the City Purchasing Policy; and

WHEREAS, after a review process, the selection committee has made the recommendation to award the proposal submitted by Janet Terry and Rich Duncan.

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

THAT RFQ No. 22-22 is hereby awarded to Janet Terry and Rich Duncan and the Mayor is hereby authorized to execute an agreement for services in an annual amount of \$17,500.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

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

RFQ #22-22 Camp Host Services

I, Janet Terry / Chris Dunkin, hereby representing
(Agent Submitting RFQ)

Janet Terry / Chris Dunkin, have read and reviewed the attached specifications.
(Firm or Company)

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

Janet Terry / Chris Dunkin
Company Name

5216 NE 44 Terr
Address

KC mo 64117
City/State/Zip

816-699-1102
Telephone

496749127
Tax ID No.

Janet Terry
Authorized Person (Print)

Janet Terry
Signature

Camp host
Title

9/22/22
Date

Janery19@yahoo.com
E-Mail Address

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

Katrina Reeves 102 Sheridans Turney Mo 816-668-9391

Dennis Reeves 102 Sheridans Turney Mo

Raymond Dunkin 5078 N Bellaire Ave 816-288-812

I was delighted to learn of your available position for camp host at Smith Fork campground. We have been camping at this campground on a regular basis for four years. We enjoy the campsite location and the full hook ups. When the previous camp hosts; Dennis and Katrina were there, we all got to know each other, which gave us the opportunity to help voluntarily with things like clean up and helping plan camp activities. Additionally, we have substituted at other camp grounds for our friends from time to time. Because of these experiences and the amount of time we have spent camping at Smith Fork we know what is expected.

I have 25 years of experience running my own business. Through this I have gained exceptional experience with customer service and have become extremely competent in tending to paperwork and phone calls. I run a preschool and hold certifications for first aid including CPR. In my years of teaching children, I have learned to manage and to cater my lessons to various age groups. I have an enthusiastic approach in my teaching style as well as experience teaching children of various mental and physical abilities. My past teaching roles also helped play a vital role in planning and executing successful activities. My leadership experience in the organizations I have been a part of gave me the opportunity to grow with confidence in teaching and providing direction to others with an approachable presence. As for my partner Chris, he has held various positions in construction and landscaping making him very familiar with machinery and an excellent handyman. Another experience he has is helping run a family lawn mowing business. This position has led to him being very self-sufficient and great at keeping up maintenance. I believe our qualifications and experiences would make us a good fit for your camp host position.

If we were given this opportunity the duties outlined would always be completed. Everything would be kept up at the highest level. We are very family-oriented people and intend on making each camper's experience the best we possibly can. Some ways we'd like to do this is by having holiday celebrations; incorporating fun activities for the kids like crafts, games, parades, having a fire truck come out, decorating contests, etc. Additionally, we plan on making a train to pull around, giving the children a fun ride around the campsite. We have a lot of creative ideas to keep the guests happy. We are very dependable hard-working people and feel confident in our ability to be great camp hosts for Smith Fork campground. We look forward to this opportunity. Thank you for your time and consideration.

My statement and my proposed fee would be \$2500. a month.

I feel this is a fair price considering the duties and all maintenance and actives I will be providing. As a camp host a priory of mine would be keep interaction with quest so I am aware of anything that needs to be improved and to keep everyone satisfied.

THANK YOU

RFQ #22-22 CAMP HOST SERVICES**THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING SERVICES:**

This request for qualifications (RFQ) is posted for the purpose of entering into a contract for Camp Host Services at Smith's Fork Campground for the initial period of March 31, 2023, to October 31, 2023.

The scope of services for the Camp Host are set forth in the RFQ and attached Exhibit(s).

INSTRUCTIONS TO BIDDERS:

1. RFQs must be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on October 7, 2022.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFQ be used. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on the 7 of October 2022, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Matt Denton, Parks and Recreation Director.

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

Finance Director

Issued: the 16 day of September 2022

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

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific scope of services, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. If this RFQ involves the design of a Public Works project and Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
11. Any questions regarding this request may be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897, mdenton@smithvillemo.org.
12. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

RFQ #22-22 CAMP HOST SERVICES

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground for the City of Smithville, 107 W Main Street, Smithville, MO 64089. The initial term shall be for the 2023 season, which runs from around March 31st to October 31. This agreement may be renewed for additional season at the option of the City.
2. Smith's Fork Park Campground is a full-service campground. All 83 sites have electricity, water, and sewer connections. There is a restroom/shower house with laundry services on site. The campground is open March 31 to October 31.
3. Additional information and/or questions relating to this RFQ can be obtained by contacting Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

Evaluation & Selection

The City will evaluate proposals and select the submission that it judges to be in the highest and best interests for the City. The City shall be the sole judge of what constitutes the highest and best interests of the City.

The evaluation criteria will include in no particular order, but shall not be limited to the following:

- Overall responsiveness to the RFQ.
- The ability to provide a completed document.
- Experience.
- Comprehensiveness of services offered.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFQ: September 16, 2022

Final day to submit questions: October 6, 2022

Final amendment/addendum issued no later than: October 6, 2022

Proposals due: October 7, 2022, 10:00 a.m.

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's relevant experience, including:

C. References: Provide at least three references

D. Pricing: Provide a statement of the proposed fees associated with the respondent's proposal in a **SEPARATE AND SEALED ENVELOPE**.

AWARD OF THE CONTRACT

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

HOLD HARMLESS CLAUSE

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

OFFICIALS NOT TO BENEFIT

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

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

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

CO-PARTNERSHIP DISCLAIMER

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

NON-DISCRIMINATION IN EMPLOYMENT

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

KICKBACKS ILLEGAL IN SUBCONTRACTING

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

ARTICLE II GENERAL TERMS AND CONDITIONS

OVERALL REQUIREMENTS

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

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

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

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

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

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

CONFIDENTIALITY

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

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

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED:

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

BONDING

The Contractor shall furnish a surety bond for the protection of the City in the amount of \$2,000.00 to cover funds not received by the designated City agent as provided for in the specifications. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

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

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFQ or resulting Contract shall be considered a Work for Hire and shall be owned by the City.

Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies

Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

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

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

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

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

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

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

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released

to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFQ. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFQ.

EXHIBIT 2

SCOPE OF SERVICES

The City of Smithville and Camp Host agree that the following is a list of the services required to be provided for the 2023 Camp Season. The Camp Host is responsible to complete each service in accordance with any written policies or procedures. In determining what constitutes compliance with any of the General Duties, past practice/standards shall be met. The Camp Host understands that they are a contractor, and not an employee of the City of Smithville. The Camp Host also understands that they are responsible for maintaining insurance on all of their personal property (including their camper or RV) and shall not make claims against the City for any damages to such personal property that occurs during the performance of their duties. Contractor shall keep in mind that they are a representative of the City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

The Camp Host shall provide the following services, and any additional services necessary to provide a clean, safe, and comfortable environment for the public at the Park:

1. Remove all litter and debris from the campground on a daily basis and place all such litter and debris in a proper receptacle.
2. Clean and sanitize the campground shower house/restrooms not less than once each day, or more frequently as needed during high usage periods.
3. Perform general grounds maintenance in assigned areas that include, but are not limited to: trimming around trees, posts, culverts and buildings, mowing the campground sufficient to allow Parks Department Staff to mow the remaining areas; tree and landscaping maintenance and care; general facility care and maintenance.
4. Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems, as well as assigned equipment.
5. Collect all fees for camping or other services offered. Each day's cash collections shall be transmitted to the City by the end of business of the next day. Maintain records of each transaction for inspection by the City upon request. Provide not less than weekly reports that account for all monies taken and rentals in a format that is easily understood and is capable of passing an audit when compared with the records of each transaction.
6. Provide all check-in and check-out services to camp patrons as requested.
7. Operate firewood and ice concessions, which include maintaining supplies in the inventory sufficient to handle the anticipated demand from patrons.
8. Monitor vending and laundry concessions and coordinate vendor service requests as needed.
9. Provide information and initial enforcement of park regulations; provide other non-specific visitor services sufficient enough to provide campground patrons and the general public with a positive outdoor recreational experience.
10. Such services as identified herein shall be provided by Camp Host at all days and times throughout the entire season. The only exceptions to this responsibility will be during any time(s) that the entire park has been leased for special events. The City will coordinate with the Camp Host the dates and times of any such special events to give the Host sufficient notice, which shall not be less than one week prior to such event(s).
11. Tour the campground no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
12. Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
13. Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
14. Provide an accounting of all work performed by contractor and any additional assistants

15. Facilitate any online reservations or platforms
16. Perform marketing duties as it relates to camping including but not limited to social media and photography

In order to perform these duties, the City shall provide the following materials, equipment and supplies:

1. One campsite, with full utility hookups. Such campsite will include a shelter, a picnic table, internet, one phone land line and answering machine. The phone and answering machine are for official duties only.
2. One golf cart for use in the park only. The use of the cart includes fuel for the cart.
3. One spotlight, miscellaneous hand tools, one string trimmer and string and fuel to operate.
4. A mower and fuel to operate within the park
5. Trash bags, toiletries, and cleaning supplies for the shower and restroom facility
6. Maps, brochures, and other notices for dissemination to the patrons and public.
7. Keys to all facilities and equipment.
8. All authorized forms for rentals and any other necessary office supplies required to complete such forms.

In order to perform these duties, it is expected that the Camp Host provide the following:

1. A respectable mobile trailer, motor home or approved equal that contains sanitary facilities and all equipment necessary for habitation. Such trailer or home must be on jacks or blocks for the duration of the contract and should not be used for transportation.
2. A vehicle, other than the one provided above to be used for all local and off-site transportation.

While performing the duties under this scope of services, the contracting Camp Host shall abide by all federal, state, and local laws, including, but not limited to those pertaining to discrimination based upon any protected class. The Camp Host shall provide all services in a professional, courteous manner and shall treat all patrons and the general public with respect. If a dispute arises, the Camp Host is expected to be able to effectively handle the dispute in a professional manner. In the event the patron or member of the public will not comply with any camp rule, the Camp Host may contact the Smithville Police for assistance with unruly patrons or members of the public.

EXHIBIT 3

CAMP HOST HANDBOOK

Smithville Parks and Recreation Department

Service: Campground Host (Facility Maintenance and Visitor Services)

Location of work: Smith's Fork Park, 1610 DD Highway, Smithville, MO 64089

Term of contract: March 31, 2023, to October 31, 2023

Contract Summary: The campground host shall have the primary responsibilities of facility maintenance and oversight at the Smith's Fork Campground.

Training and Experience: In order to properly perform the duties and responsibilities of this agreement the successful bidder shall possess the following attributes:

- Strong interpersonal communication and problem-solving skills.
- Willingness to work flexible hours.
- Knowledge and ability to perform routine maintenance and minor repairs on plumbing and electrical systems, facilities, grounds, and other equipment utilized and associated with the campground.
- Knowledge and ability to apply accepted bookkeeping and business management practices to campground operations.
- Ability to perform without supervision.

General Duties and Responsibilities: The Director of Park and Recreation or his or her designee will oversee execution of the contract on a daily basis. At their direction the campground host shall have the following responsibilities at Smith's Fork Campground.

- Remove all litter and debris from the campground on a daily basis.
- Clean the shower house and restrooms at least once per day; high usage periods may require more frequent cleaning.
- Perform grounds maintenance duties in assigned areas that include, but are not limited to trimming around trees, posts, culverts and buildings, mowing, tree and landscape care and general facility appearance.
- Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems as well as assigned equipment.
- Collect camping fees and accurately complete cash management reports on a daily basis.
- Provide check-in/check-out services to campground patrons as requested.
- Operate firewood and ice concessions; reorder concession supplies when needed.
- Monitor vending/laundry concessions and coordinate vendor service requests as needed.
- Provide information and initial enforcement of park regulations, as well as a variety of non-specific visitor services, to provide campground patrons and the general public with a positive outdoor recreational experience.
- Tour the campground no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
- Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
- Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
- Provide an accounting of all work performed by contractor and any additional assistants.
- Facilitate any online reservations or platforms.

- Perform marketing duties as it relates to camping including but not limited to social media and photography.

PERFORMANCE WORK STATEMENT:

Background: Smith's Fork Park is located approximately one mile east of 169 Highway on Highway DD in Smithville, Missouri. The park is leased to the City of Smithville from the United States Army Corps of Engineers. Recreational development includes three baseball/softball fields, one football field, a soccer field, walking trails, two reservable group shelters, one playground, a shower house, two restroom facilities, tennis courts, a basketball court, fishing on the spillway and at Lake Remote Nature area, and an 83-site campground.

Scope of work: The successful bidder shall provide labor, material and equipment as specified to perform camp host duties at Smith's Fork Park. The successful bidder shall perform the specific tasks listed in this agreement. Acceptable performance standards and current regulations are provided for each task.

Period of Performance: The contract shall begin March through October 31. The contractor shall move onto the site location a minimum of one (1) but not more than three (3) days prior to the start of the service period. The contractor shall remove his or her trailer and all personal property from government furnished campsite not later than two (2) days after the end of the service period.

Post Award Conference /Training: The contractor shall attend the post-award conference and computer/credit card training sessions. The meetings will be used to discuss and develop an understanding of all contract requirements.

QUALITY ASSURANCE: The Director of Parks and Recreation or his or her designee will monitor the contractor's performance under this contract using quality assurance procedures developed by the Director of Parks and Recreation or his or her designee. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of the City's Quality Assurance will be to determine the effectiveness of the contractor's quality control system.

The City reserves the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to contract requirements, the City will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the City may by contract, or otherwise: (1) perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

PERSONNEL: The contractors present a neat appearance and shall exercise tact, diplomacy, and courtesy when dealing with the public. The contractor shall assist the visiting public in reclaiming lost articles by turning in to project personnel all property left by visitors and found during performance of this contract. Contractor shall keep in mind that they are a representative of the City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

OTHER CONTRACTORS: The City may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such contractors and City employees. All work shall be carefully planned and fitted so as not to interfere with such other work. The contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by City employees.

SAFETY: The contractor shall immediately report any situation that could affect the health or safety of visitors to City Staff or law enforcement, including maintenance needs, utility problems, accidents, or violations of laws and regulations. The contractor shall report all disturbances that cannot be diplomatically resolved to the Clay County Sherriff or other local law enforcement as needed.

CITY-FURNISHED MATERIALS AND SUPPLIES: City-Furnished materials and supplies are provided to the contractor only for use in performing work specified in this contract. The City will provide a campsite with full utility hookups. In addition, the campsite will include a shelter, a picnic table, phone land line for official use only. The contractor shall maintain these facilities in accordance with park rules.

City-Furnished Property - The City will furnish to the contractor the following identified property to be used in performing the contract. When the property is delivered, the contractor must verify its quantity and condition in writing to the Director of Parks and Recreation or his or her designee. Damage or loss while in the contractor's possessions shall be reported in writing, within 24 hours, to the Director of Parks and Recreation or his or her designee.

<u>Item (description)</u>	<u>Quantity</u>
(1) Golf Cart and gas for cart	1 each
(2) Spot Light	1 each
(3) Telephone (official use only)	1 each
(4) Answering machine	1 each
(5) Misc Hand Tools	1 set
(6) String trimmer and line	1 each
(7) Mower	1 each

City-Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the City. The City will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) Trash bags, toiletries, cleaning supplies for restrooms
- (2) Campground maps/rules
- (3) Brochures
- (4) Keys
- (5) Stamp for envelopes and ink
- (6) Authorized forms
- (7) Fuel for mower and string trimmer

CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES: The contractor shall furnish all equipment and supplies not identified in the previous section of this agreement, as City-Furnished supplies and equipment. Specifically, the contractor shall furnish:

- A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.
- A vehicle, other than the one above, to be used for local transportation.

SPECIFIC TASKS: The contractor shall perform park attendant duties 7-days per week, including weekends and federal holidays at Smith's Fork Park as described in this section and elsewhere in the contract. The contractor or approved designee shall remain in the park at all times unless the Director of Parks and Recreation has been notified of such absence. The contractor shall retain a qualified substitute camp host to cover any absences during regular duty hours. The substitute shall be approved by the Director of Parks and Recreation or his or her designee. Background checks may be performed at the discretion of the City.

The contractor shall perform specific daily duties to maintain length of stay regulations according to established procedures. Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations, and receiving daily arrival reports. The contractor shall take reservations at the campground for walk-up customers.

RECEIVE PAYMENTS: The contractor shall register campers and collect the required fees according to City policy. The contractor shall have on hand a sufficient change fund for this purpose.

SAFEGUARD COLLECTIONS: The contractor shall take all reasonable precautions to safeguard collections, permits, and other City-furnished property.

TRANSMIT COLLECTED FEES AND REPORTS: The contractor shall transmit all collected fees and daily cash management forms to the Director of Parks and Recreation or his or her designee daily at 8:00 a.m. Monday through Friday.

PROVIDE INFORMATION TO VISITORS: The contractor shall hand out informational brochures, pamphlets, maps. The contractor shall explain or clarify policies and regulations (e.g. trash disposal, etc.) for park visitors.

IMPLEMENT CAMPGROUND RULES AND POLICIES: The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 30 day stay limitations, etc.

TOUR PARK: The contractor shall make a minimum of 3 daily tours of the park areas, morning afternoon and evening. Any sticks or downed tree limbs, trash, etc., shall be removed at the time of the tour. Contractor shall use City provided technology to document park tours.

IDENTIFY CAMPERS: The Contractor shall identify campers who may have arrived during hours when other duties were being completed. These individuals shall be contacted and advised to register with the camp host and pay required fees.

CHECK FACILITIES: During the morning and evening tours, the contractor shall check park facilities and amenities for vandalism, equipment malfunction, and cleanliness. The contractor shall clean or repair immediately. If repairs are beyond contractor's capacity, contractor shall notify Director of Parks and Recreation immediately.

CLEAN RESTROOM/SOWER HOUSE DAILY: The shower house and restroom in the campground are to be cleaned and restocked daily. Floors shall be swept, toilet paper restocked, sinks wiped cleaned, toilets wiped down, any clogged toilets shall be repaired, and trash emptied. Any messes on floors shall be cleaned up on a daily basis. Shower house shall be mopped on a daily basis.

OPEN AND CLOSE FACILITIES: The contractor shall open and close facilities (such as laundry and shower) as requested by the Director of Parks and Recreation or his or her designee.

INDIVIDUAL TASKS CONSIDERED NECESSARY:

1. Check Site Availability
 - Cross-reference current campers list with sites occupied
2. Shower House/ Restrooms
 - Empty trash receptacles and clean daily
3. Receive Online Reservations
 - Respond to online inquiries
4. Post Reservable Sites
 - Complete reservation card
 - Post reservation card at campsite
5. Process Camper Registration
 - Input registration data
 - Collect payment
 - Print receipt
6. Maintain Records
 - Weekly report - Bill for Collection
 - Customer Receipts for recreation season
7. Register visitors and campers
 - Inform visitors of rules and regulations
8. Collect recreation fees
 - Camping, extra car, firewood and ice concessions
9. Transmit recreation fees daily
 - Deliver to Director of Parks and Recreation or his or her designee

Park Operations

1. Provide Information to Visitors
2. Tour Park
 - Identify new visitors
 - Monitor facility reservations
 - Check for and report vandalism, equipment malfunction and cleanliness of facilities
3. Open and Close Facilities (as directed)
 - Shower building/restrooms
 - Laundry room
4. Implement Campground Rules and Policies
 - Inform patrons of campground rules and policies and apply them fairly to all
 - Contact law enforcement for any unruly patron or unsafe situation
5. Grounds Maintenance
 - Mow and trim campground

EXHIBIT 4

Maintenance Area



EXHIBIT 5

SAMPLE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and _____, ("Camp Host"), as follows:

WHEREAS, the City desires to use retain the services of the Camp Host to provide certain services concerning camp hosting duties for the City's Smith's Fork Park, and

WHEREAS, the Camp Host desires to perform such services for the City at Smith's Fork Park; and,

WHEREAS, the City and let the contract for bids and Camp Host was the selected provider, and

WHEREAS, the Parties desire to enter into an agreement that contains the rights and responsibilities of each party for the services listed herein, and

NOW, THEREFORE, it is agreed as follows:

Term:

The initial term of the contract shall be for the 2023 season, which runs from March 31st to October 31st. This agreement may be renewed for additional seasons at the option of the City.

City's Responsibilities:

The City shall be responsible to provide the Camp Host with certain materials and supplies in accordance with the attached Scope of Services for the 2023 Smith's Fork Park Camp Host.

Camp Host's Responsibilities:

The Camp Host shall be responsible to provide Camp Hosting services in accordance with the attached Scope of Services for the 2023 Smith's Fork Park Camp Host.

General Contractual Terms:

1. The parties agree that this agreement shall constitute the sole agreement between the parties, subject to the attached Scope of Services.
2. The parties agree that in the event of a dispute, Missouri Law shall govern the resolution of such dispute, and that Venue for any court resolution is solely held in Clay County Missouri.
3. The parties agree that any amendments to this agreement must be in writing and signed by both parties in accordance with Missouri law (including Board of Aldermen approval) before such amendment is valid. If the parties agree to amend the Scope of Services, such amendment may be amended by a written change to such document, signed by both the Camp Host and the City's Administrator.

4. Both this agreement, and the Scope of Services are deemed by the parties to be jointly drafted, and no other presumptions shall be made concerning how the agreement and Scope of Services are to be construed by a Court of Law.

Termination of Contract:

1. The Camp Host may terminate this contract with 30 days' notice to City, but only in the event that the City has defaulted in the payment of sums due under this contract for a period of thirty days or more.
2. The City may terminate this contract with two-weeks' notice to the Camp Host for failure to comply with the contract and scope of services requirements. The City shall afford the Camp Host the opportunity correct deficiencies by providing notice indicating the specifications that are not being met and the opportunity to correct such deficiencies within one week. If the City has provided the one-week opportunity to correct, and the Camp Host fails to do so, or if the Camp Host has previously been provided notice on any other matter which requires correction and again fails to meet the specifications, the City may then terminate this agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

ATTEST:

Mayor Damien Boley

By _____
Linda Drummond, City Clerk

CAMP HOST



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Police Department

AGENDA ITEM: Resolution 1143 - Purchase of updated Mobile Data Terminals for patrol vehicles

REQUESTED BOARD ACTION:

A motion to approve Resolution 1143, authorizing purchase of four Mobile Data Terminals for police vehicles in an amount not to exceed \$10,022.84.

SUMMARY:

The Smithville Police Department has utilized Mobile Data Terminals in the patrol vehicles since 2018. These terminals are used in a patrol capacity as a link to Platte County Dispatch, the Records Management System, Criminal Justice Databases and electronic ticketing software on a daily basis.

These replacement Mobile Data Terminals are part of an equipment replacement program and will utilize existing mounting hardware and maintain uniformity from vehicle to vehicle. This removes the need to purchase additional, different mounting hardware.

Staff propose using the contract MNNVP-133-MO between the Missouri HP Inc NVP Computer Equipment and CDW-Government. This cooperative purchasing agreement is the same as what previously allowed for the purchase of the original units.

PREVIOUS ACTION:

NA

POLICY ISSUE:

Technology and Ongoing Maintenance

FINANCIAL CONSIDERATIONS:

Funds are included in the FY 23 Budget.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Quote

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1143

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF MOBILE DATA TERMINALS IN PATROL CARS FOR THE SMITHVILLE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$10,022.84

WHEREAS, the Police Department uses Mobile Data Terminals on a daily basis to perform patrol duties, investigative duties and traffic enforcement, and;

WHEREAS, the purchase of the Mobile Data Terminals was approved in the 2023 Fiscal Year Budget, and;

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

WHEREAS, staff has made a recommendation to purchase the planned for equipment from CDW-Government, through the cooperative purchasing agreement with the Missouri State Highway Patrol.

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

THAT the mayor is hereby authorized and directed to execute the purchase of said equipment from CDW-Government in an amount not to exceed \$10,022.84.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MZZP762	10/6/2022	HP TABLETS	12632308	\$10,022.84

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP A140G2 I5-10210U 256 8 W10P	4	6422418	\$2,505.71	\$10,022.84
Mfg. Part#: 30X08U3				
Contract: Missouri HP Inc NVP Computer Equipment (MNNVP-133-MO)				

SUBTOTAL	\$10,022.84
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$10,022.84

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SMITHVILLE ACCTS PAYABLE 107 W MAIN ST SMITHVILLE, MO 64089-9384 Phone: (816) 532-0500 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SMITHVILLE JASON LOCKRIDGE 107 W MAIN ST SMITHVILLE, MO 64089-9384 Phone: (816) 532-0500 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Amanda Varela | (877) 680-7211 | amanda.varela@cdwg.com

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Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Finance/Police

AGENDA ITEM: Bill No. 2964-22, Distruction of Records – First Reading

REQUESTED BOARD ACTION:

Motion to approve Bill No. 2964-22, destruction of certain records. First reading by title only.

SUMMARY:

The City keeps administrative, fiscal and legal records as required by the State of Missouri. The Secretary of State's Office publishes a records retention manual which establishes minimum retention periods for these records. Some records are permanent while others must be kept for various lengths of time. When non-permanent records have reached their retention date, the State recommends those records to be destroyed.

The Finance Department desires to destroy audited accounts payable and accounts receivable records dated November 1, 2019 through October 31, 2020 by shredding. These records include invoices, check registers, refund registers, payment distribution statements, and receipt registers. These accounts payable and accounts receivable records meet the minimum retention period after a completed audit.

The Police Department desires to destroy training records prior to 2019, daily logs prior to 2020, traffic stop forms prior to 2020, monthly reports for Court prior to 2015 and grant applications prior to 2014 by shredding. These records are not part of an investigative file/report and meet the minimum retention period.

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

The purpose is to destroy records per the records retention schedule published by the Secretary of State's Office.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

AN ORDINANCE AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, it has been determined that FY20 accounts payable and accounts receivable records and documents have met the retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMo.; and

WHEREAS, it has been determined that training records prior to 2019, daily logs prior to 2020, traffic stop forms prior to 2020, monthly reports for Court prior to 2015 and grant applications prior to 2014 of police records are not part of an investigative file/report and have met the minimum retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMO.; and

WHEREAS, it has been determined that the records and documents have no further administrative, legal, fiscal, research or historical value; and

WHEREAS, destruction of said records will allow more space for operations, increase storage space, allow for easier access to needed records and provide a better environment of records which must be legally retained; and

WHEREAS, the Smithville Board of Aldermen wish to authorize the destruction of said records.

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

Section 1. That the Board of Aldermen hereby elects, pursuant to Section 109.200 RSMo., to approve the destruction of certain police records prior to 2019 and accounts payable and accounts receivable records and documents that have met the requirements of the retention schedule and no longer have value.

Section 2. The Board of Aldermen hereby directs the City Clerk to find a method of destruction approved by the State of Missouri.

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading:	11/01/2022
Second Reading:	11/15/2022



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT:

Administration/Finance/Public Works

AGENDA ITEM: Approve Bill No. 2965-22, FY2023 Budget Amendment No. 1 - 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2965-22, FY2023 Budget Amendment No. 1. 1st reading by title only.

SUMMARY:

This Budget Amendment includes an amendment to the Combined Water and Wastewater Fund

- As featured in the FY2023 Budget, the City budgeted funds in the amount of \$15,000 to lease a new skid steer. Public Works and Finance staff acquired Sourcewell contract pricing from Heritage Tractor for outright purchase of a new skid steer. Heritage Tractor provided both the outright purchase cost and a lease cost for an overall pricing comparison. The outright purchase cost of the skid steer is \$66,500, while the lease cost was estimated to be about \$12,000 more expensive on a 60-month (5 Year) Term at a rate of 6.95%. Ultimately, because the cashflow can support the purchase for the skid steer, and costs for equipment are growing rapidly, staff authorized the purchase of the skid steer with Heritage Tractor. This FY2023 Budget Amendment #1 increases the budget for lease cost from \$15,000 to \$66,500, an increase of \$51,500 in the budget for the capital outlay equipment line item.

PREVIOUS ACTION: The Board previously approved the FY2023 Budget on October 18, 2022.

POLICY ISSUE: Approving and Amendment to the FY2023 Budget.

FINANCIAL CONSIDERATIONS:

Amend the FY2023 Budget. Resources are available in the Combined Water/Wastewater Fund to support the amendment to purchase the skid steer, rather than leasing the skid steer.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 2965-22

ORDINANCE NO. ____-22

**AN ORDINANCE AMENDING THE FY2023 OPERATING BUDGET TO ADD
\$51,500 TO THE EXPENDITURE BUDGET**

WHEREAS, pursuant to Ordinance 3074-20, passed on October 18, 2022, the City approved the fiscal year ending October 31, 2023 Budget; and

WHEREAS, not included in the approved fiscal year 2023 Budget are expenditures related to capital projects and project revenues; and

WHEREAS, amendments to the Combined Water/Wastewater 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, 2023 Budget is hereby amended to add:

- \$51,500 to the expenditure budget in the Combined Water/Wastewater Fund

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 11/1/2022

Second Reading: 11/15/2022



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1144, Change Order with Irvinbilt Constructors, Inc. for Gate

REQUESTED BOARD ACTION:

Motion to approve Resolution 1144, approving Change Order No. 5 with Irvinbilt Constructors, Inc. in an amount of \$7,742 for the Raw Water Pump Station.

SUMMARY: Following are the Change Orders to date:

CO 1 – Generator Price Increase (\$11,633.40)

CO 2 – Dewatering System for Wastewater Pump Station and Air/Moisture Barrier for the Raw Water Building (\$96,857.50)

CO 3 – Reconditioned Breaker for the Copper Ion Generator (\$472)

CO 4 – Added Gravel between fence and building for maintenance (\$2,419)

CO 5 - Platte Cla Electric requires a double gate for access to their equipment / transformer at the Raw Water Pump Station. (\$7,742)

This leaves \$876.10 remaining from the \$120,000 Force Account.

Substantial Completion is December 22, 2022.

Final Completion is March 2023 due to delivery of generators.

PREVIOUS ACTION:

Board approved Res 926 awarding the bid 21-15 for the Raw Water Pump Station to IrvinBilt Constructors, Inc. on June 15, 2021.

POLICY ISSUE:

Continued service and infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

This is not included in the 2023 budget however there are sufficient funds in the Utilities Fund to pay for the additional costs. Approximate construction cost is \$75,000.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Change Order

☐ Contract- fee estimate

☐ Plans

☐ Minutes

RESOLUTION 1145

**A RESOLUTION APPROVING CHANGE ORDER NO. 5 WITH
IRVINBILT CONSTRUCTORS, INC.**

WHEREAS, on June 15th, 2021 the City awarded Bid 21-15, Raw Water Pump Station to Irvinbilt Constructors, Inc.; and

WHEREAS, A new electric service and transformer is required to power the pump station; and

WHEREAS, Platte-Clay Electric requires a double gate be installed in order to access the electrical equipment for maintenance; and

WHEREAS, Irvinbuilt Constructor, Inc. has provided a cost for the gate of \$7,742.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, that Change Order No. 5 with Irvinbilt Constructors, Inc. for the installation of a gate is approved in an amount of \$7,742.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 1st, day of November, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Date of Issuance:
 Owner: **City of Smithville, Missouri**
 Contractor: **Irvinbilt Constructors, Inc.**
 Engineer: **HDR Engineering, Inc.**
 Project: **Raw Water Pump Station, Valve Vault and Zebra Mussel Control**

Effective Date:
 Owner's Contract No.: **RFP #21-15**
 Contractor's Project No.:
 Engineer's Project No.: **10208674**
 Contract Name: **Authorization 89**

The Contract is modified as follows upon execution of this Change Order:

Description: Platte Clay Electric requires the addition of a new gate at the Raw Water PS nearest the transformer. The price of the new gate is \$7,742.00. This change order also changes the Contract Time due to equipment shortages and delivery issues.

After Change Order 1, 2, 3, 4, and 5 \$876.10 remains in the \$120,000.00 Allowance. Bid Item No. 10.

Attachments: See correspondence attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>2,983,795.00</u>	Original Contract Times: Substantial Completion: <u>August 2, 2022</u> Ready for Final Payment: <u>October 1, 2022</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>None</u>	Increase [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>December 22, 2022</u> Ready for Final Payment: <u>March 24, 2023</u>
Contract Price prior to this Change Order: \$ <u>2,983,795.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 21, 2022</u> Ready for Final Payment: <u>March 1, 2023</u> days or dates
Increase of this Change Order is to the Allowance Bid Item : \$ <u>7,742.00</u>	Increase of this Change Order: Substantial Completion Date: <u>December 22, 2022</u> Ready for Final Payment: <u>March 24, 2023</u>
Contract Price incorporating this Change Order: \$ <u>2,983,795.00</u>	Contract Times with all approved Change Orders: Substantial Completion Date: <u>December 22, 2022</u> Ready for Final Payment: <u>March 24, 2023</u>

RECOMMENDED:
 By: Kent Newport, HDR
 Engineer (if required)
 Title: Project Manager
 Date: 10-11-22

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Title: _____
 Date: _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Title: President
 Date: 10/12/2022

By: _____ Date: _____
 Title: _____

AMERIFENCE



Date: 10/11/2022

Kansas City

Wichita

Transmittal

From: Paul Bishop

AmeriFence Corporation

2901 E. 85th Street

Kansas City, MO 64132

To: Joe Garrison

Irvinbilt Constructors

10 Hickory St.

Chillicothe, MO 64601

Phone: 816-683-2283

Email: p.bishop@americafence.com

Phone: 660-646-1330

Email: jgarrison@irvinbilt.com

Project: Raw Water Pump Station

RE: add for chain link gate

We are transmitting the following to you:

<input type="checkbox"/> Product Data	<input type="checkbox"/> Samples	<input type="checkbox"/> O&M Manuals	<input type="checkbox"/> Plans	<input type="checkbox"/> Addenda
<input type="checkbox"/> Architectural Drawings	<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Specifications	<input type="checkbox"/> Prints	<input type="checkbox"/> RFP
<input type="checkbox"/> Engineering Drawings	<input type="checkbox"/> Letters	<input type="checkbox"/> Submittals	<input type="checkbox"/> RFI	<input checked="" type="checkbox"/> Change Order

Note: Failure to respond to this information within three days may result in a project delay at the Contractor's expense.

Description of Change:

Remove existing line post.

Set 2 new 6 5/8" OD gate posts in concrete.

Fabricate (1) each 7' tall by 10' wide double swing gate with 3 strands of barb wire.

Scope Clarification:

Net Charge to Proposed Contract: \$7,373.00

Additional contract days required: 1

Estimated completion date for change order: 10/25/2022

Based on the above respond by: 10/14/2022

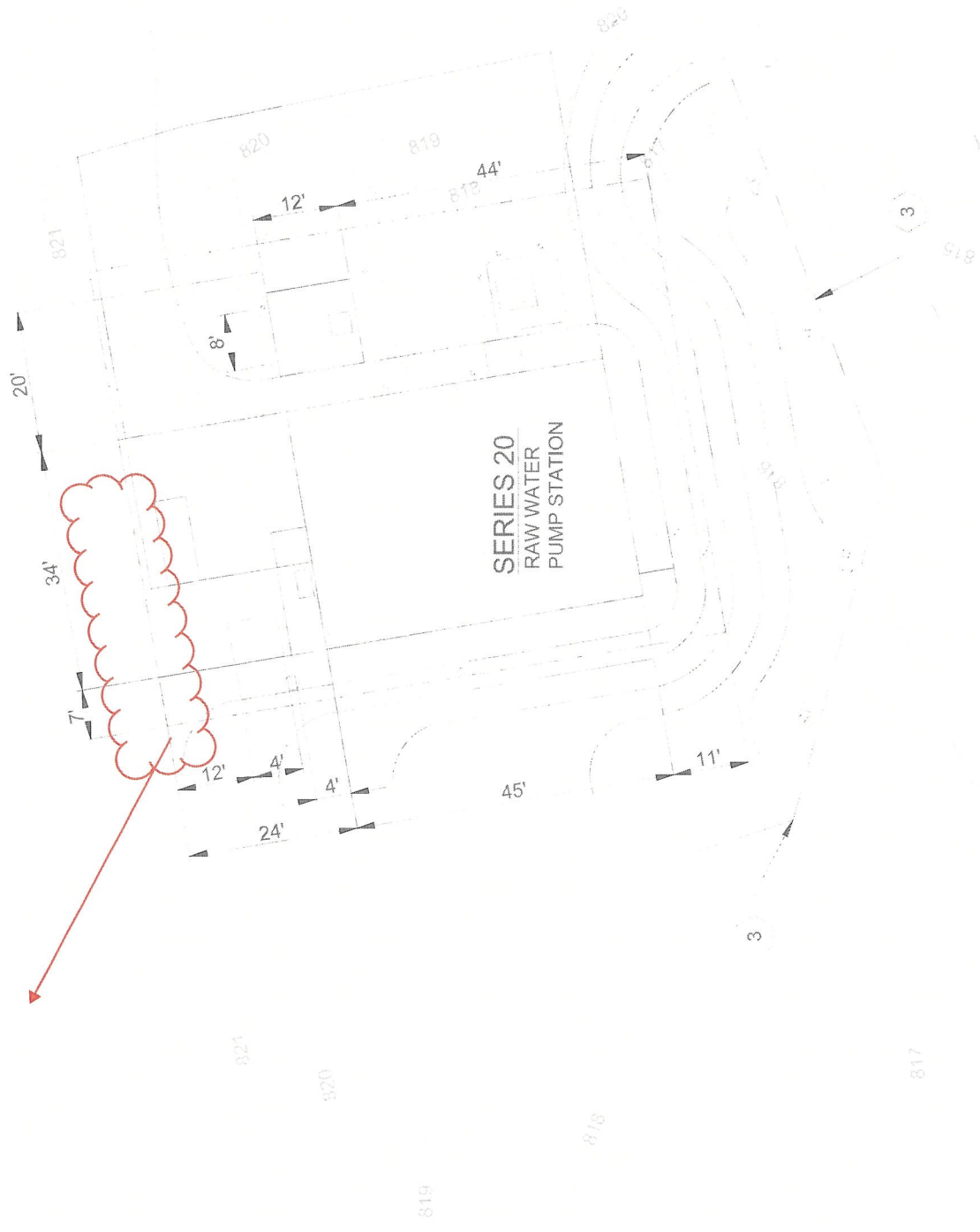
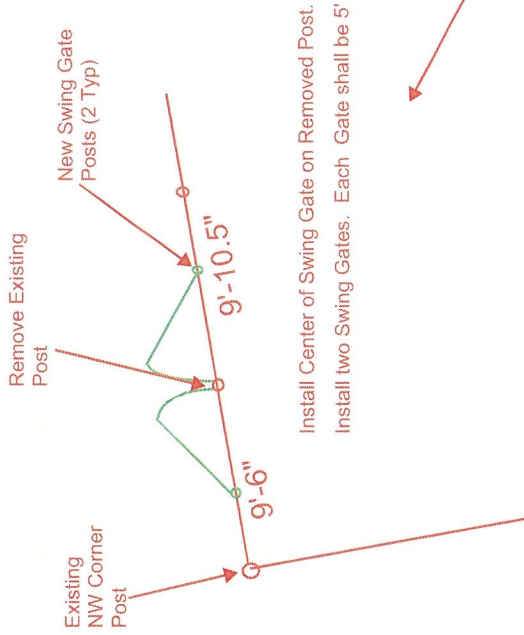
Pricing and completion date based on the above terms and approval. Failure to advise by that date may result in additional mobilization(s), labor and material costs. American Fence Company reserves the right to re-evaluate this change if not approved by the time stated herein.

Contractor approval: _____

Date: _____

AFC Representative: _____

Date: _____





Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1145 – Approve replacement of a back wash pump with Mid-America for \$16,917.34

REQUESTED BOARD ACTION:

Motion to approve Resolution 1145, approving the replacement of a back wash pump with Mid-America for \$16,917.34.

SUMMARY:

Water Plant staff noted an issue with the operation of one of the back wash pumps. Mid-America pulled the pump and completed an inspection (report attached). The report found the bearing housing was “welded” to the shaft thus the shaft moves inside the rotor and the rotor is partially melted. The possible cause was a lightning strike or voltage spike of some kind at some time. The pump needs to be replaced.

We received two quotes:

Mid -America	- \$16,917.34
JCI	- \$24,249.00

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

This expense is accounted for in the FY23 Utilities Maintenance 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: Proposals / inspection report | |

RESOLUTION 1145

A RESOLUTION APPROVING THE REPLACEMENT OF A BACKWASH PUMP WITH MID-AMERICA PUMP IN AN AMOUNT OF \$16,917.34

WHEREAS, City of Smithville provides residents with drinking water; and

WHEREAS, Inspection of a backwash pump revealed that the pump is no longer working and needs to be replaced; and

WHEREAS, The City received two quotes for the replacement of the backwash pump with Mid-America Pump providing the best pricing in an amount of \$16,917.34.

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

THAT the replacement of the backwash pump with Mid-America pump for an amount of \$16,917.34 is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of November, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



SUBMERSIBLE PUMP REPORT

SKP # 7622 Date 10-10-22 Account Manager RICH S Mechanic BRAD

Customer SMITHVILLE Location WTP Pump # TW0 (2)

Manufacturer FLW Model # 3153 Serial # 1610005

Voltage 460 Phase 3 Amps 26 HP 20 Impeller Size/Code 433 RPM 1755

Discharge Size 6" Thermals 1211 Leak Detection: Top Cap / Stator / Seal 1211

Temperature Probe: Upper Bearing N/A Lower Bearing N/A

Meg to Ground: R 1/2 B 1/2 W 1/2 Ohms: R-B 495 R-W 15.5K B-W 14.96K
Stator Lead Ohms:

12 Lead:

UI-U2 (1-4) Blown VI-V2 (2-5) Blown WI-W2 (3-6) Blown U5-U6 (7-10) Blown

V5-V6 (8-11) Blown W5-W6 (9-12) Blown

9 Lead:

UI-U2 (1-4) Blown VI-V2 (2-5) Blown WI-W2 (3-6) Blown U5-V5-W5 (7-8-9) Blown

6 Lead:

UI-U2 (1-4) Blown VI-V2 (2-5) Blown WI-W2 (3-6) Blown Notes:

Power Cable: Qty 1 & Length 50' Sensor Cable: Qty N/A & Length

Power Cable: Good Bad Spongy/Swollen Cut Other

Sensor Cable: Good Bad Spongy/Swollen Cut Other

Cable Grommets: Good Bad Strain Reliefs/Cable Entries: Good Bad

Impeller:

OD 433 Type: Non Clog Semi Open Vortex Material: CI SS Bronze Steel

Condition: Good Slight Wear Severe Wear Cavitation Skirt(s): Good Bad

Castles: Good Bad Vanes: Good Bad Qty

Nose: OD N/A Good Slight Wear Grooved Material: CI SS Bronze

Bore: Good Bad Notes: .085 CLEARANCE

Volute: Discharge Face: Good Bad Body: Good Bad Cut Water: Good Bad

Machine fits: Good Bad Wear Ring: ID N/A Material: CI SS Bronze

Total Clearance of Wear ring and Impeller Nose: .085 - Good Bad

Stator Plug Contaminants: N/A Water Oil Grease

Oil Contaminants: N/A Water Debris

DOUBLE CARTRIDGE

Lower Mech. Seal: Type FACTORY Material of Elastomer: Buna Viton Other

Stationary Face: Slight Wear Smeared Grooved Cracked Material: SC

Rotating Face: Slight Wear Smeared Grooved Cracked Material: SC

Elastomer: Good Bad Spring: Good Bad Drive Collar: Good Bad Seat: Good Bad

Upper Mech. Seal: Type FACTORY Material of Elastomer: Buna Viton Other

Stationary Face: Slight Wear Smeared Grooved Cracked Material: SC

Rotating Face: Slight Wear Smeared Grooved Cracked Material: SC

Elastomer: Good Bad Spring: Good Bad Drive Collar: Good Bad Seat: Good Bad

Lower Bearing(s):

Good Rough Broken Contaminated Bearing # N/A Fits: ID OD

Upper Bearing:

Good Rough Broken Contaminated Bearing # N/A Fits: ID OD

Rotor/Shaft:

Key Way: Good Bad Lower Seal Area: Good Bad Upper Seal Area: Good Bad

Rotor: Good Bad TIR: Key Way .024 Lower Seal N/A Lower Bearing N/A

Stator: Good Bad Blown Ties Melted **Contaminated:** Yes No **Core:** Good Bad

Stator Leads: Good Bad **Crowns:** Good Bad Notes:

Condition of all O-ring Fits: Good Pitted Corroded Marred

If damaged, which one(s): _____

Other (Controls, Stand, Housings, ETC.) BEARING HOUSING IS WELDED
TO SHAFT - SHAFT MOVES INSIDE ROTOR & ROTOR
IS PARTIALLY MELTED

PRIMARY CAUSE OF FAILURE

POSSIBLE LIGHTNING STRIKE OR VOLTAGE
SPIKE OF SOME KIND



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

REPAIR PROPOSAL

SKP: **7622**
Customer PO #:
Prepared By #: **Brad Saul**
Date: **10/13/2022**

Ebara Replacement: **\$16,447.49**
Wilo Replacement: **\$16,917.34**
Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

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

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for teardown and inspecting a Flygt pump from the WTP, offering two different replacement pumps as the Flygt pump is beyond economical repair.

Pump Information

Pump Make: **Flygt**
Model: **3153**
Style: **Submersible pump**
Pump RPM:
Motor RPM: **1800**
☒ Seal
☐ Packing
Serial No: **1610005**
HP: **20**
Voltage: **460**
Coupling:

Repair Description

Ebara Replacement Option to include:
1ea - 150DLFU615 -460V - Same flow and head as the Flygt pump
1ea - Flygt 6" guide rail adaptor
1ea - Ebara leak/thermal relay
Labor to inspect the Flygt pump
Labor to install the new pump and perform start up
Truck and MLS charges

****Lead time on the pump is 12-16 weeks****

****Does not include FREIGHT or anything else not listed above****

Wilo Replacement Option to include:
1ea - FA15.52E with Motor T20.1-4/22KEx 460V - Same flow and head as the Flygt pump
1ea - Flygt 6" guide rail adaptor
1ea - Wilo leak/thermal relay
Labor to inspect the Flygt pump
Labor to install the new pump and perform start up
Truck and MLS charges

****Lead time on the pump is 6-8 weeks****

****Does not include FREIGHT or anything else not listed above****

Application Information

Pumpage: **1100**
Head: **52**
Flow:
Temp:
Viscosity:
Specific Gravity:
☐ Hazardous ☐ Rotation Left
☐ MSDS ☐ Rotation Right

Terms and Conditions

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



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Tuesday, October 18, 2022

Smithville MO, City of
Smithville City Hall 107 West Main
Smithville, MO 64089

Phone: 816 532-0577

Attention: David Schuerger

Subject: Flygt 3153 Replacement

Quotation #: SEQT-11323TWIL
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Flygt 3153.185-0643 <ul style="list-style-type: none">• Impeller Style: N (semi-open vane)• Impeller Code: 433• Installation Type: P (guide rail mounted)• 6" Discharge• 20HP• 460V• 3Ph• 50' Power cable• FLS Included	1	\$24,249.00

Trever Wilson

Trever Wilson
Service Engineer
JCI Industries, Inc.

Paul Ryals

Paul Ryals
Account Manager
JCI Industries, Inc.
816-500-2193

Terms & Conditions			
Lead Time	12 Weeks After Receiving Order	Payment Terms	Net 30
Shipping Method	Best Way From Sweden	Shipping Terms	Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order			



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
 9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. **Credit Approval:** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1146 – Acknowledge Emergency Purchase

REQUESTED BOARD ACTION:

Motion to approve Resolution 1146, acknowledging the emergency purchase of a replacement HVAC system unit for City Hall.

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 this end, authorization of an emergency purchase in the amount of \$8,624 is included in the attached resolution. This purchase was approved by the City Administrator to expedite purchase of an HVAC unit for City Hall.

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

Facility maintenance

FINANCIAL CONSIDERATIONS:

Sufficient funds exist in the operating budget to cover this purchase.

ATTACHMENTS:

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

RESOLUTION 1146

A RESOLUTION ACKNOWLEDGING CERTAIN EMERGENCY PURCHASES BY THE CITY ADMINISTRATOR

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, a heating and cooling system at City Hall has failed and,

WHEREAS, purchase of a new unit is required; and,

WHEREAS, in order to expedite repairs, the City Administrator approved an emergency purchase of equipment; and,

WHEREAS, purchase of equipment has been authorized in the amount of \$8,624;

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

**THAT THE EMERGENCY APPROVAL OF PURCHASE OF AN HVAC SYSTEM
FOR CITY HALL FROM UNITED HEATING AND COOLING IS
ACKNOWLEDGED AN EMERGENCY PURCHASE IN THE AMOUNT OF
\$8,624.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



HEATING COOLING PLUMBING

301 Duck Road • Grandview, MO • 64030

P (816) 761-5262 • F (816) 761-4560

Proposal

Date: 10-28-2022

Submitted to:

City Hall of Smithville
107 W. Main St
Smithville Mo 64089
amitchell@smithvillemo.org

Quote Site:

City Hall of Smithville
107 W. Main St
Smithville Mo 64089

Scope of Work Proposed

Remove old 2-ton mini split system & install new 2-ton Mitsubishi mini split system for I.T. room

EQUIPMENT:

- (1) 2-Ton Mitsubishi Outdoor Unit - NEW 2018 Efficiency Standards Rated Equipment
- (1) 2-Ton Mitsubishi Indoor Unit - NEW 2018 Efficiency Standards Rated Equipment
- (1) Micro Condensate Pump
- (1) Fascia Kit X85-003
- (1) Wireless Remote Controller Kit
- (1) Low Ambient Baffles
- (2) Labor

TOTAL investment: \$8,624.00

INCLUDED:

- Complete removal of the old equipment.
- All necessary labor and materials to connect to the existing ducting, wiring, piping, and controls.
- Crane cost will be added only if required (Price of crane subject to change dependent on crane reach needed)

Exclusions:

All Line Electrical Wiring, Starters and Disconnects, All Plumbing, All Gas Line Piping, Structural Engineers, Street Closings, Refrigeration Work, Certified Air Balance, Prevailing Wage, Stamped Drawings, DDC Energy Management Controls, Control Wiring, Permits, Structural Work, Trenching, Concrete Saw Cutting, Smoke Detectors, Roof Repair, Sheet Rock Access Doors, Any Sheet Rock Repairs, Equipment Screening, Warranty on Existing Equipment and Materials, Warranty on Equipment and Materials Furnished by Others, Fire Suppression Systems, Kitchen Exhaust Systems, Fire Wrap, Welded Duct, Fire Dampers, Fire/Smoke Dampers, Fire Caulking, Smoke Test, Cement Pads, RA Boots, All Painting, Demo, Temporary Heating or Cooling, All Special Inspections, Taxes, and Bonds

This bid includes all permits and insurance to perform work at the above listed location. All work to be performed and material used is guaranteed to be done as specified in detail's above. All Equipment installed is covered by manufacturer's warranty on parts and 1 year on labor performed by United Heating & Cooling, Inc. (excluding preventative maintenance). Applicable taxes may be applied to invoice.

Customer understands any prior diagnostic and or repair work is invoiced separately and not included in any of the above scopes of work.

Respectfully Submitted:

United Heating & Cooling, Inc.

301 Duck Road | Grandview, Mo | 64030

Phone: (816) 761-5262 | Fax (816) 761-4560

Prepared by: **John Durham**

Phone: **(816) 761-5262**

email: **johndurham@unitedheating.com**

Commercial Replacement Department

This proposal may be withdrawn by us if not accepted within Thirty (30) Days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is to be made in full upon completion. Upon failure of the customer to pay upon completion, the entire amount will be subject to finance charge of 2% per month on the unpaid balance commencing thirty (30) days after the work has been completed until the entire amount is paid in full.

In the event the customer agrees to pay all collection fees and attorney's fees, cost and expenses incurred.

Notice to Owner

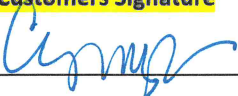
Failure of the contractor to pay those persons supplying material and services to complete this contract can result in the filing of a mechanic's lien on the property which is subject to this contract pursuant to chapter 429, R.S. Mo. To avoid this result you may ask this contract for 'Lien Waivers' from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for the labor and materials twice.

Consent of Owner

Consent is hereby given for filing of Mechanic's Lien by any persons who supplies materials or services for the work described in this contract on the property on which it is located if they are not paid. In the event an attorney is retained to collect any amounts due for said work or materials, then the undersigned agrees to pay for attorney's fees, cost and expenses for said collection or enforcement.

Thank you! We look forward to serving you.

Below signature states that you accept this contract and United's terms and conditions.

Customers Printed Name Cynthia Wagner
Customers Signature 
United Representative: John Durham

Submitted to:

Job Site:

Date:

Accepted Dollar Amount \$

\$8,624.00

Date:

10-28-2022