



Board of Aldermen Request for Action

MEETING DATE: 6/18/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1372, Award of RFQ #24-10 Planning & Design Services South 169 Employment Overlay District

REQUESTED BOARD ACTION:

Approval of Resolution 1372, awarding RFQ #24-10 Planning & Design Services South 169 Employment District to Snyder & Associates \$27,000.

SUMMARY:

The Comprehensive Plan 2030 included a recommendation for a South 169 Employment Overlay District. In February, RFQ-24-10 was published seeking qualifications for consultant services to create the district. Three submittals were received. A Review Committee consisting of Alderman Wilson, Alderman Hartman, Cynthia Wagner, Gina Pate and Jack Hendrix interviewed the applicants and recommended staff negotiate a contract with Snyder & Associates. The attached contract is a result of those negotiations. The contract scope includes several potential alternate meetings to be determined when the process is underway. The project timeline outlines project initiation in June and is anticipated to be complete by the end of the year. The base scope, with no in person meetings is for \$23,500. A provision for additional service in the amount of \$3,500 is included to allow additional in person meetings that will best meet the project goals. The attached contract is for an amount not to exceed \$27,000. The budget included \$12,500 for this specific project and contains \$15,000 in unspent professional service funds.

PREVIOUS ACTION:

The Comprehensive Plan included this work and the Board approved this matter in the budget.

POLICY ISSUE:

Implements the Comprehensive Plan.

FINANCIAL CONSIDERATIONS:

The budget includes \$12,500 for this specific project and contains \$15,000 in unspent professional service funds.

ATTACHMENTS:

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

RESOLUTION 1372

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR PLANNING SERVICES FOR SOUTH 169 EMPLOYMENT OVERLAY DISTRICT IN THE AMOUNT NOT TO EXCEED \$27,000

WHEREAS, the Comprehensive Plan recommended three overlay districts be created, including one to be called the South 169 Employment Overlay District; and

WHEREAS, the purpose of the district is to identify potential future developments on the land that will expand employment opportunities and owners will only need to complete a conceptual plan that meets these standards for development; and

WHEREAS, the South 169 Employment Overlay District was included in the FY2023-24 Budget; and

WHEREAS, the City advertised its' Request for Qualifications for Planning and Design Services to create this Overlay District; and,

WHEREAS, Snyder & Associates, Inc. responded and were the recommended firm to provide these services by the review committee; and

WHEREAS, Snyder & Associates, Inc. have provided a scope of services to complete the work in the amount not to exceed \$27,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, That the Mayor is authorized to execute an agreement with Snyder & Associates Inc. for Design and Planning services for the South 169 Employment Overlay District in the amount not to exceed \$27,000.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 18th day of June, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and Snyder & Associates, Inc. ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at 802 Francis St., St. Joseph, MO 64501

WITNESSETH:

WHEREAS the City desires to procure planning services pertaining to the 169 South Employment Overlay district and the City is desirous of retaining a consulting planner/engineer/architect for such works; and

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

WHEREAS the City issued RFQ 24-10 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Consultant Planner provided a response on the 12th of April 2024, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

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

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

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

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

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

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

3. CONTRACT/AGREEMENT PRICE: The total price for all work and materials, to be furnished and performed by the Consultant shall not exceed__\$27,000.00_. Other than as set forth in paragraph 11, this price is a maximum budget amount and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Development (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Consultant within 210 days of the Notice to Proceed on this Agreement or by the 31st day of December, 2024.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Development and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 802 Francis, St. Joseph, MO 64501. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from liabilities, costs, and charges by reason of any negligent acts, errors, or omission or representation of the Consultant or of its subcontractors, agents, and employees, including costs and attorney's fees.

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

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000. The Consultant will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any

person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

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

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

8. CORRECTION OF DEFAULTS: The Consultant will, at the request of the City Director of Development (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Consultant from responsibility for any defect in materials and workmanship.

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

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

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

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

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

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement

for extra services or materials of any kind shall be made by the Consultant or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Consultant.

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

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

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

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

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

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

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee

of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Consultant.

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

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

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

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

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

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

23. INTELLECTUAL PROPERTY RIGHTS: Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

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

25. CHANGE ORDERS: Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to

make needed changes to the scope of the work and to manage minor changes necessary.

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

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

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

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

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

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

being performed in accordance with the intentions of the parties.

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

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

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

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

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THE CITY OF SMITHVILLE

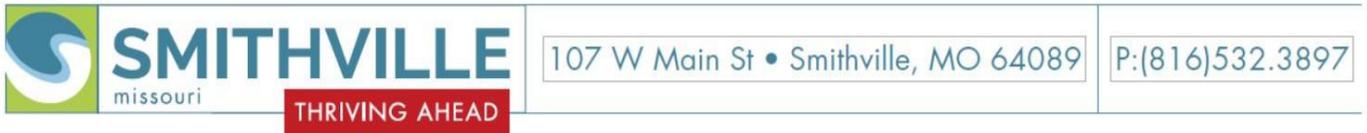
By: _____
Mayor

Name: Damien Boley

SNYDER & ASSOCIATES, INC.:

By: _____

Title _____



**RFQ #24-10 PLANNING/DESIGN
SERVICES 169 SOUTH EMPLOYMENT
OVERLAY DISTRICT**

**THE CITY OF SMITHVILLE REQUEST FOR QUALIFICATIONS
FOR THE FOLLOWING PROFESSIONAL SERVICE:**

Sealed Proposals for Qualifications for design and/or planning services for the creation of a city-created zoning overlay district ordinance in accordance with §400.200 of the code of ordinances. The Project consists of the following:

The City of Smithville is seeking a design or planning professional to assist with the creation of the 169 South Employment Overlay District ordinance (without a Conceptual Plan) in accordance with the City's Comprehensive Plan 2030.

The Scope of Services will more specifically include the following project improvements and tasks.

SCOPE OF SERVICES

Task 1. Professional Evaluation and Data assembly

1. Review the Comprehensive Plan 2030, the City's Zoning Code Section 400.200, census data and any other economic data or feasibility data necessary to create survey materials to present to the general public and stakeholder groups.
2. Review the general location of the subject overlay district to evaluate the feasibility of and basic conceptual layout of potential commercial and/or multifamily users including best practices to buffer any adjacent or existing uses from injurious impacts.
3. Evaluate the feasibility of various levels and types of mixed uses of commercial activities and high density residential that maximizes benefits for the city and its residents. These benefits may include, but are not limited to increases in employment opportunities, higher-paying jobs, and fiscal returns for the city.

Task 2. Public/Stakeholder Surveys

1. Conduct surveys of the general public to identify the anticipated employment related commercial activities at the site in accordance with the Future Land Use Map And the Comprehensive Plan 2030 recommendations for this Overlay District.
2. Conduct public meetings with the Economic Development Committee/Planning Commission/ Board of Aldermen to further clarify the type and level of commercial activity the site will support.

Task 3. Project Deliverables – Overlay District Exhibit

Provide an Overlay District exhibit that can be adopted by Ordinance that establishes criteria for making decisions on potential developments seeking a Conceptual Plan approval, including, but not limited to:

1. Identify commercial activities and employment types that best suit the area that provide the most benefit to the city and its' citizens.
2. Evaluate the types of commercial activities including standard mixed-use buildings that include commercial activities on the ground floor; office parks or commercial office spaces; flex developments that may incorporate a mix of commercial and light industrial users that may foster the most benefit to the city and citizens.
3. Evaluate the densities available for the mixed-use nature of the project area, including the proposed number of dwelling units compared to the various types of commercial activities, including flex uses that may include light industrial.

PROJECT BACKGROUND:

The City of Smithville seeks professional guidance and input on creating its' first overlay district identified in its' Comprehensive Plan 2030 document. Overlay districts are geographic areas that serve as helpful tools on Land Use Maps to provide additional visioning for future development in the area. The city's Comprehensive Plan identifies approximately 350 acres in the southern portion of the city that is currently undeveloped as the location of the "169 South Employment Center" overlay. This Overlay should allow for residential and commercial growth in a key location of the city, while encouraging commercial activity on-site if it brings the community substantial community and economic benefits.

The city code (§400.200) authorizes the city to create overlay districts without simultaneously approving a Conceptual Development Plan. The intent of this project is to create the Planned Development Overlay Plan for the entire 350 acres, which would be used as a guide for future development on the site when conceptual plans are submitted. The future land use plan identifies this area as "Mixed-Use – High Density Residential" and defines High Density residential as 18-35 units per acre. This plan should identify the types of industries that may be located within the area and the density of housing units that the site can support in varying levels, depending upon the commercial uses identified.

The goal of this project is to create a document that can be used to evaluate future conceptual plans submitted for development.

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to Rick Welch 107 W. Main Street, Smithville, Missouri 64089, and be received before 3:00 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. 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 3:00 P.M. on Friday, April 12, 2024, 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 Jack Hendrix, Development Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

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

Signed:

Finance Director

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

1. Written qualification statements, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. 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.
4. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
5. 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.
6. Any questions regarding this request may be addressed to Jack Hendrix, Development Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
7. The Consultant 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 #24-10 PLANNING/DESIGN SERVICES
169 SOUTH EMPLOYMENT OVERLAY DISTRICT
ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide planning and/or design services as follows:

Task 1. Professional Evaluation and Data assembly

- A. Review the Comprehensive Plan 2030, the City's Zoning Code Section 400.200, census data and any other economic data or feasibility data necessary to create survey materials to present to the general public and stakeholder groups.
- B. Review the general location of the subject overlay district to evaluate the feasibility of and basic conceptual layout of potential commercial and/or multifamily users including best practices to buffer any adjacent or existing uses from injurious impacts.
- C. Evaluate the feasibility of various levels and types of mixed uses of commercial activities and high density residential that maximizes benefits for the city and its residents. These benefits may include, but are not limited to increases in employment opportunities, higher-paying jobs, and fiscal returns for the city.

Task 2. Public/Stakeholder Surveys

- D. Conduct surveys of the general public to identify the anticipated employment related commercial activities at the site in accordance with the Future Land Use Map And the Comprehensive Plan 2030 recommendations for this Overlay District.
- E. Conduct public meetings with the Economic Development Committee/Planning Commission/ Board of Aldermen to further clarify the type and level of commercial activity the site will support.

Task 3. Project Deliverables – Overlay District Exhibit

Provide an Overlay District exhibit that can be adopted by Ordinance that establishes criteria for making decisions on potential developments seeking a Conceptual Plan approval, including, but not limited to:

- F. Identify commercial activities and employment types that best suit the area that provide the most benefit to the city and its' citizens.
 - G. Evaluate the types of commercial activities including standard mixed-use buildings that include commercial activities on the ground floor; office parks or commercial office spaces; flex developments that may incorporate a mix of commercial and light industrial users that may foster the most benefit to the city and citizens.
 - H. Evaluate the densities available for the mixed-use nature of the project area, including the proposed number of dwelling units compared to the various types of commercial activities, including flex uses that may include light industrial.
2. The term "RFQ" means this Request for Qualifications; the term "Consultant", "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a SOQ in response to the RFQ.
 3. By submitting a SOQ, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein.

4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their SOQ, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Jack Hendrix, Director of Development 107 W. Main Street, Smithville, Missouri 64089; (816) 532- 3898.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

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

1. Name, address, and telephone number of Proposer(s).
2. Three (3) copies of the SOQ must be addressed to Rick Welch, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 3:00 P.M. local time on Friday, April 12, 2024.
3. Proposed date for commencement of project.

SUBMITTAL:

The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:

Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.

Tab B: Client or project references for other similar planning projects that demonstrate the applicants' ability to perform this work.

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

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Jack Hendrix, Director of Development either by phone at (816) 532-3898 or email at: jhendrix@smithvillemo.org. The last day for questions from prospective responders will be 5:00 PM Friday April 5, 2024.

EVALUATION:

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

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

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

Project Manager Experience in terms of delivering projects of this nature and magnitude. (40%)

Key Staff Experience (35%)

Client and/or project references for at least the three most recent projects of similar character that demonstrate the PM and Key Staff experience to perform this project work. (10%)

Missouri Businesses and/or Disabled-Veterans in accordance with 34.073 and 34.074 R.S.Mo.

(5%)

Schedule (5%)

Other

(5%)

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Development Director in the form of a written addendum.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the successful firm will be asked to develop a scope of services and costs and this will be presented to the Board of Alderman for approval. The City of Smithville's standard contract will be provided.

HOLD HARMLESS CLAUSE

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

OFFICIALS NOT TO BENEFIT

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

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

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

CO-PARTNERSHIP DISCLAIMER

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

NON-DISCRIMINATION IN EMPLOYMENT

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

KICKBACKS ILLEGAL IN SUBCONTRACTING

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

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

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

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

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

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

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

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

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

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

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ADDITIONAL SERVICE AND CHANGE ORDERS

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

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

BILLING

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

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;
4. 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 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.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

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

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

1. My name is _____ and I am currently President of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2020.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

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

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

(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 #24-10 PLANNING/DESIGN SERVICES
169 SOUTH EMPLOYMENT OVERLAY DISTRICT**

I, _____, hereby representing
(Agent Submitting RFQ)

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

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

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

EXHIBIT 'B'

169 SOUTH OVERLAY ORDINANCE
SMITHVILLE, MISSOURI

CLIENT: CITY OF SMITHVILLE, MISSOURI
107 W. MAIN STREET
SMITHVILLE, MO 64089
C/O JACK HENDRIX, DEVELOPMENT DIRECTOR

CONSULTANT: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE PLANNING SERVICES RELATED TO PREPARATION OF
PROPOSED ZONING OVERLAY ORDINANCE AND CONCEPT PLAN FOR THE
DESIGNATED 169 SOUTH EMPLOYMENT CENTER.

DATE: JUNE 10, 2024

SCOPE OF SERVICES:

I. PROPOSED ZONING OVERLAY DISTRICT

- A. **INTENT** – The CONSULTANT will prepare a Zoning Overlay District for the area designated as the 169 South Employment area as identified in the Smithville 2030 Comprehensive Plan and in accordance with the City of Smithville’s current Municipal Code 400.200 – Planned Development Overlay District. The primary contact for the City of Smithville will be the Development Director.
- B. **KICK-OFF MEETING** – The CONSULTANT will conduct a kick-off meeting with the Development Director and others determined by CLIENT. This meeting may be held virtually if decided by CLIENT. Items to be discussed will include zoning overlay objectives and goals, review project schedule, organize meeting schedule and expectations, identify public engagement priorities, survey and website planning, reviews, and approvals. Meeting agenda and minutes will be prepared for each project meeting to ensure clear communication throughout the project.
- C. **REVIEW** – The CONSULTANT will review Smithville’s current Comprehensive Plan, Zoning Code Section 400.200, Census Data, economic data, and other data necessary to begin public engagement and meet with the Economic Development Committee, Planning Commission, and Board of Aldermen for recommendations on issues to consider for the Zoning Overlay District.

The CONSULTANT will review the data gathered location of the subject overlay district to evaluate the area for viability of potential commercial, multifamily, mixed-use, and land uses that may benefit the City and its residents.

- D. **RESEARCH** – The CONSULTANT will research the Zoning Regulations of up to three (3) Kansas City suburbs that would be considered similar to Smithville such as Excelsior Springs, Kearney, Parkville, or others that may be recommended by the CLIENT. The purpose of these cursory reviews would be to determine common practices, including live-work developments, design regulations, review processes and procedures, sustainability practices, bike/walking paths, and other regulations that may be similar to the vision of this overlay district and items requested by the CLIENT. The CONSULTANT will also incorporate recommended best practices. The CONSULTANT will research local and state Zoning Codes and Regulations of Missouri to determine compliance with legal requirements of land use and zoning regulations.
- E. **ECONOMIC DEVELOPMENT STUDY** - will conduct an Economic Development Study focusing the area identified as the 169 South Employment area as identified in the Smithville 2030 Comprehensive Plan. This study will provide a basis for identifying possible future types of land uses that will best serve the goals of the proposed overlay areas, such as uses that don't currently exist in Smithville that offer higher paying employment opportunities and uses that will fit within in a live-work type of development.

II. PUBLIC/STAKEHOLDER ENGAGEMENT

- A. **PUBLIC MEETINGS** – The CONSULTANT will conduct two (2) public meetings, one will be a joint meeting with the Economic Development Committee and Planning Commission. A separate meeting will be held with the Board of Aldermen. The CONSULTANT will also attend one (1) Public Hearing of the Board of Aldermen at the time of adoption of the Zoning Overlay.
- B. **ONLINE PUBLIC ENGAGEMENT** – The CONSULTANT will create online public engagement for the project that will include information related to the project, online survey for the public, project timeline, public meeting dates, and other information determined to benefit public engagement display a draft plan that the public can review and provide feedback on the draft plan. The design of the online engagement and methods by which feedback can be provided will be agreed upon between the CONSULTANT AND CLIENT.

III. DELIVERABLES -

- A. **ECONOMIC DEVELOPMENT REPORT** – An Economic Development Report will be prepared for the CLIENT that summarizes and presents the results of the economic study completed for the purposes of creating a zoning overlay ordinance that reflects the goals of the 169 South Employment area.
- B. **DRAFT ORDINANCE** – The CONSULTANT will prepare Draft #1 of the proposed ordinance and concept plan for review by the Development Director and will revise pursuant to said review. This draft will be shared for review by designated groups, i.e., Economic Development Committee, Planning Commission, and Board of Aldermen if desired by CLIENT. The CONSULTANT will prepare Draft #2 of the proposed ordinances will be posted on the project website for review by the public and will revise pursuant to public feedback in consultation with the CLIENT. The CONSULTANT will prepare Draft #3 of the proposed ordinances will make revisions if necessary and present to the Planning Commission and will revise again, if necessary, prior to final presentation and approval.

The CONSULTANT will prepare Draft #4 after at a public hearing with the Board of Aldermen if changes are needed, at which time it is anticipated the Board of Aldermen will approve the Zoning Overlay and Concept Plan.

- C. The CONSULTANT will present the proposed Zoning Overlay and Concept Plan to Board of Aldermen and the public at the public hearing. The CONSULTANT will revise the proposed Zoning Overlay and Concept Plan as directed by Board of Aldermen based on input at the public hearing prior to final adoption by Board of Aldermen.
- D. The CONSULTANT will provide an electronic copy of the proposed Zoning Overlay and Concept Plan, in Word format, so that the CLIENT may use it for codification purposes.

IV. PROPOSED SCHEDULE

The CONSULTANT will adhere to a mutually agreed upon schedule based on the following parameters, to the extent possible given circumstances outside the CONSULTANT’S control, including meeting scheduling. The CONSULTANT will communicate any changes to the schedule as soon as they are identified and adjust, as necessary.

The tentative schedule proposed by the CONSULTANT is as follows and may be adjusted as mutually agreeable to the CLIENT and CONSULTANT, particularly due to the availability of Economic Development Committee Members and Planning Commissioners, and Board of Aldermen

Notice to Proceed	June 18, 2024
Kick-Off Meeting	4th Week of June 2024
Public Engagement & Meetings	July- September 2024
Draft #1 Ordinance	October 14, 2024
Draft #2 Ordinance	November 1, 2024
Draft #3 Ordinance	November 12, 2024
Board of Aldermen Public Hearing	December 3, 2024
Draft #4 Ordinance	December 13, 2024

V. COMPENSATION

Compensation will be based on a Not To Exceed amount of \$27,000 for services, which are based upon hourly rates and fixed expenses as outlined in the CONSULTANT’S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit B.

I.	TASK 1: DATA COLLECTION & ANALYSIS	\$ 3,200
II.	TASK 2: PUBLIC ENGAGEMENT & MEETINGS	\$5,750
III.	TASK 3: ECONOMIC DEVELOPMENT STUDY	\$3,800
IV.	<u>TASK 4: DELIVERABLES</u>	<u>\$10,750</u>
	TOTAL:	\$ 23,500
V.	ADDITIONAL SERVICES ONLY COMPLETED IF	
	<u>AGREED TO BETWEEN CLIENT & CONSULTANT</u>	<u>\$3,500</u>
	TOTAL:	\$27,000

Total fees for services will not exceed the above total without approval of the CLIENT. Additional services referenced in fee section V include meetings beyond those listed in scope of services, including but not limited to:

- A visioning meeting related to the vision of the area once it is developed and the desired type of zoning and development regulations.
- Two (2) separate focus group meetings made up of members that represent a cross-section of the community
- One (1) public event such as a farmers' market.

If the CONSULTANT anticipates that actual costs will exceed estimated costs, the CONSULTANT will immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT will thereupon review such proposed increase and either accept or reject it.

VI. ADDITIONAL SERVICES

The following items will be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Drafts beyond those listed in scope of services.
2. Concept Plan that is general in nature that show proposed land use, densities, open space, and access points in alignment with the Zoning Overlay District.
3. Research and/or revisions of additional sections of the Code of Ordinances

VII. RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Plans and Policies to be reviewed and identified in Task 1 listed in the scope of services and any additional relevant data.
2. Assist in compiling data related to the Economic Development Study.

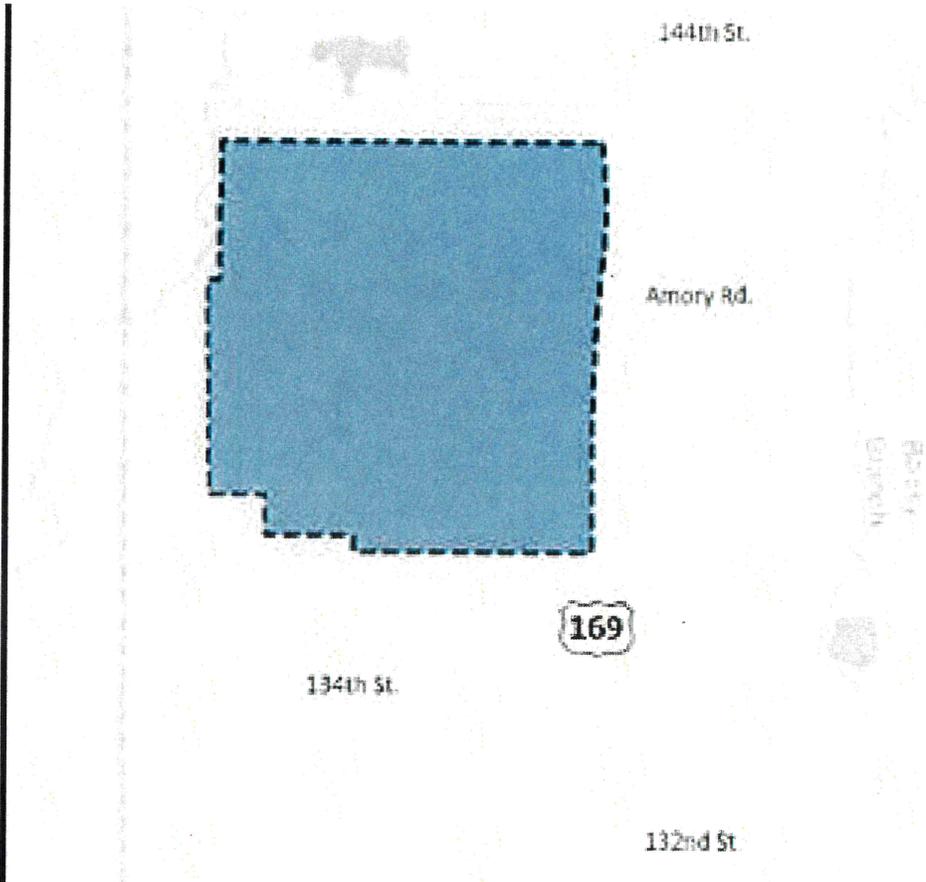
EXHIBIT 'B'


STANDARD FEE SCHEDULE

PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour
TECHNICAL	
CAD, Survey, Construction Observation	
Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour
ADMINISTRATIVE	
II	\$77.00/hour
I	\$63.00/hour
REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced



SNYDER
& ASSOCIATES



April 12, 2024

STATEMENT OF QUALIFICATIONS

Professional Services Zoning
Ordinance Overlay for City of
Smithville



April 12, 2024

Jack Hendrix
City of Smithville
Director of Development
107 W. Main Street
Smithville, MO 64089

RE: STATEMENT OF QUALIFICATIONS FOR ZONING
ORDINANCE OVERLAY CITY OF SMITHVILLE

Dear Jack and the Selection Committee,

Snyder & Associates, Inc. is extremely interested in providing planning services related to the Zoning Ordinance Overlay for the City of Smithville. We are confident that our assembled team has the experience and expertise necessary to carry out the services for this project and look forward to your favorable review of this proposal.

Within the pages of this proposal, we illustrate our knowledge, commitment, experience, and significant resources we will commit towards serving the City of Smithville. Our team includes exceptionally qualified planners and support staff, with a wealth of experience on similar projects.

Our innovative, multi-disciplined personnel are dedicated professionals committed to your project and its successful completion is a matter of pride and confidence in our work. We will research, anticipate and mitigate issues and potential problems during the planning stages, resulting in a better deliverable.

Our entire team is excited about the opportunity to provide these planning services and will be committed to the project's success.

Respectfully submitted,

Julie Kruse
Project Manager

PROJECT TEAM



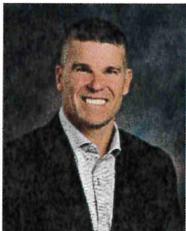
JULIE KRUSE
PROJECT MANAGER

QUALIFICATIONS

With close to 20 years of public sector planning experience, Julie provides clients with a full spectrum of planning services—from land use, plan creation, community engagement, code amendments, and grant applications. At Snyder & Associates, she is responsible for planning initiatives and works with all divisions, bringing a comprehensive planning lens to projects. She brings her passion for community engagement to Snyder & Associates, leading public and stakeholder engagement work and a history of building successful relationships with community groups, elected officials, and other stakeholders in the development arena and looks forward to sharing her enthusiasm for the planning process.

SELECT PROJECT EXPERIENCE

- Neighborhood Revitalization Plan, Sidney, Iowa
- 3rd Avenue NW Neighborhood Plan, Fort Dodge, Iowa
- Draft Downtown Commercial Gateway Zoning District, Ames, IA
- Downtown Ames Urban Revitalization Plan, Ames, Iowa*
- Public Engagement College Creek Neighborhood, Ames, Iowa



ERIC D. CANNON, P.E.
Civil Engineer

QUALIFICATIONS

Mr. Cannon has 20 years of experience in a wide variety of municipal engineering projects including planning, design and construction services as well as private development engineering including residential, industrial, and commercial site development projects. His background includes site analysis and engineering, master planning, design development, construction documentation, construction administration and client relations. He has represented the City of Pleasant Hill as their City Engineer since 2008.

SELECT PROJECT EXPERIENCE

- Pleasant Hill Capital Improvements Plan
- Hickory Glen Park
- Certified Site Application
- Private Development Plan Review and Approvals
- Public Works Site Expansion
- RISE Grant Applications
- SE 6th and NE 80th Lift Station Improvements
- 2015 Comprehensive Plan Assistance
- City Sanitary Sewer Study

PROJECT APPROACH

We propose to work closely with City staff, the public, as well as key stakeholders throughout the planning process. The process will consist of an extensive review of existing ordinances by identifying strengths and weaknesses. Public Engagement/Involvement will be an important part of the ordinance update and will be completed by numerous approaches outlined in Phase 2 of our approach. The final product will be a robust, user-friendly method of a zoning overlay ordinance and its functionality for staff and the public. The process to complete this study is proposed to be completed by October 2024.

TASK 1 – PROFESSIONAL EVALUATION AND DATA ASSEMBLY

Review Existing Plans and Data

Phase 1 will consist of an extensive review of the existing zoning ordinance, the City's Comprehensive Plan, GIS datasets and other pertinent data sources. The analysis process includes the following tasks:

City of Smithville Comprehensive Plan- 2030 – The comprehensive plan will be used to identify goals and objectives that are agreed upon by the whole community, as demonstrated through the public engagement process of the plan. Special attention will be focused on Section 6.2.3 of the Comprehensive Plan and Section 400.200 of the Zoning Code. We will ensure that the zoning overlay ordinance will comply with these goals and objectives, and resembles responsible growth by enhancing residential development, protecting the environment and natural resources, and encouraging walkable development that can expand economic development and high quality of life in Smithville.

Zoning Overlay – Staff will review the existing zoning ordinance and prepare bullet-point recommendations for changes to be incorporated into the new Zoning Overlay District. These recommendations include the following:

- Use of tables to compare/contrast Principal Permitted uses in the zoning district.
- Use of a table to define bulk regulations including lot size, width, and setbacks.
- Evaluate the feasibility of various mixed-use activities and development.
- Evaluate and present basic conceptual layout of potential commercial and multi-family.
- Identification of items to be incorporated into the new Zoning Overlay.
- Review of subdivision ordinance and its conformity with Zoning Overlay District.
- Steering Committee work session identifying the positives and negatives of the existing ordinance.

Staff will also research the zoning ordinance of other communities of similar size and characteristics to determine common practices among these communities, specifically on items requested by the steering committee.

PHASE 2 – PUBLIC/STAKEHOLDER SURVEYS

Public engagement can provide a venue for residents and business owners to give input and vision into the permitted uses and future development of an area. We believe public input and collaboration will be crucial as the proposed improvements are developed and refined. The level of success for a project like this will be directly influenced by the public engagement process. We will need to listen to residents and business owners, THE Economic Development Committee, the Planning Commission, the Board of Alderman, and other relevant stakeholders to effectively create an ordinance that meets the needs of the future growth and development of this area. We propose to design a Public Communication Plan that includes an online survey in addition to the public meetings.

Online Public Survey

We propose to use our online public engagement platform, Social Pinpoint, for an online survey. This platform allows us to create an online website to gather input and share out information and updates as the project progresses.

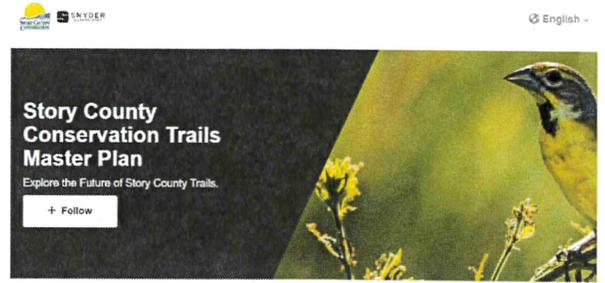
The public survey will be used to inform the community on zoning ordinances and the benefits of a hybrid code. Social media will also be used to distribute the survey link, meeting times and minutes, and other information throughout the planning process.

Public Meetings

Additional meetings may be held with city staff, developers, and other interested stakeholders if the need is determined. These meetings will discuss the economic priorities of the area.

Planning and Zoning Commission

Staff will hold work sessions with the Planning and Zoning Commission and Board of Alderman prior to the adoption of the ordinance. Work sessions will take place after public meetings have been held and all input reviewed. Once approved by the Planning and Zoning Commission, a City Council public hearing will be held to adopt the ordinance.



Story County Conservation Trails Master Plan

Story County Conservation (SCC) is in the beginning steps of an update to the Story County Trails Master Plan (Plan). This plan will make recommendations for future improvements and connections to the existing trail systems.

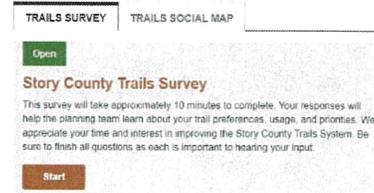
SCC is committed to enhancing outdoor recreational opportunities for residents and visitors. Developing a Plan is critical in achieving this goal. The Plan will outline strategies for the creation, improvement, and maintenance of trails throughout Story



SCC is committed to enhancing outdoor recreational opportunities for residents and visitors. Developing a Plan is critical in achieving this goal. The Plan will outline strategies for the creation, improvement, and maintenance of trails throughout Story County, catering to a variety of recreational activities such as hiking, biking, birding, and more.



Existing Story County Parks and Trails



PHASE 3 – PROJECT DELIVERABLES – OVERLAY DISTRICT EXHIBIT

Drafting the Document

After review of the existing documents and public input, a series of four drafts will be completed. These drafts will be reviewed by city staff and the stakeholder groups. The final two drafts will be reviewed by the planning and zoning staff to provide recommendations to the council for adoption. With each draft, tables, graphics, and text will be presented, along with results of community engagement and public feedback.

Hybrid Code

Cities should be designed so that residents can be healthy, active, engaged, and able to age in place. This means developing mixed use, mixed density, and mixed income neighborhoods, such that daily needs are within walking or biking distance, including schools, parks, shopping, and employment centers. These elements lead to a high quality of life that is attractive to residents, which leads to the attraction and retention of businesses.

Conventional zoning has traditionally focused on the segregation of land-use types, uses and development intensity. A form-based code addresses these land-uses, but also addresses its relationship between public and private spaces in terms of form, scale, and appearance, allowing more flexibility and mixed use.

The proposed zoning ordinance update will be a hybrid of the two, creating a code that is form-based and use-based. Specific use-based zones, such as commercial or downtown areas, may have form-based principles applied, while there may be more flexibility on residential, suburban development zones. These will be determined through the public engagement process, existing ordinance review, and meetings with business owners, developers and stakeholders to ensure proposed updates meet the needs to the City and developers by encouraging growth or reinvestment.

Integration of New Code

The goal of the new code will be to ensure that it is user friendly, and accessible to city staff and the public. ArcGIS Online will be used to display the updated zoning map. This interactive map will be embedded to the city website. Staff and residents will be able to view the locations of each zone, and their restrictions such as permitted uses, setbacks, buffer requirements, and any development review related requirements the city staff identifies. A link for each attribute would be provided to take them to that section of the code text that is also navigable and searchable on the City's website.

Conceptual Plan

Our team will create a conceptual plan to accompany the zoning overlay ordinance that will, at a minimum will:

- Identify commercial activities and employment types best suited for the area.
- Evaluate the types of uses and types of development that will benefit the Smithville community the most.
- Evaluate and present appropriate densities and types of residential units as well as the recommended amount of commercial, office, and flex space development.

Staff Training

Upon adoption, Snyder & Associates staff will be available to provide training and consultation relating to the new zoning code, enforcement, GIS mapping, and implementation as needed.

Policy and Goal Recommendations

We strive to ensure that our plans and studies are realistic, economical, and implementable. Our goal is to develop practical recommendations that consider the financial and human capital resources available to local governments. The zoning ordinance will supplement the goals and policies outlined in previous studies, meetings and public feedback that was generated throughout the project to ensure an efficient project implementation. Ordinance effectiveness should be reviewed annually, with an update to local government officials.

PROJECT SCHEDULE

Our preliminary schedule for this project includes the following tasks and deliverables shown below:

Milestone / Task	Proposed Schedule
Proposal due to City	4/12/2024
Council approval / Notice to Proceed	05/2024
Ordinance and Comprehensive Plan Review	5/01/2024
Public Meetings with Identified Groups	06/2024
Draft #1 Ordinance/ Meet with City Staff	07/2024
Draft #2 Ordinance/ Economic Development Committee	7/24/2024
Draft #3 Ordinance/ P&Z Meeting #1	8/13/2024
Draft #4 Ordinance/ P&Z Meeting #2	9/10/2024
Board of Aldermen Public Hearing	10/01/2024

ZONING ORDINANCE REVIEW AND UPDATE – HARTFORD, IOWA

Project Concept

The project consisted of reviewing the current zoning and subdivision ordinances and prepare bullet-point recommendations for changes to be incorporated in to the new regulations. The City appointed a six member Steering Committee to help guide the ordinance update through four public meetings. Meeting #1 reviewed the bullet- point recommendations. Meetings #2 and #3 reviewed draft Zoning regulations and an updated Zoning Map. Meeting #4 was a public hearing to formally adopt the updated ordinance and map.

Achievement

The review identified recommendations relating to elimination of redundancy, enhancing development potential of vacant properties, reduce the need for variances, allowing owners the ability to improve and rebuild on existing smaller lots, enhancing the central business district, minimize issues related to incompatibility of adjoining uses, creation of a floodplain district, bulk regulation and setbacks.

SITE DEVELOPMENT REGULATIONS FOR RESIDENTIAL DISTRICTS						
Regulator	R-1	R-2	R-3	R-4	R-5	R-6
MINIMUM LOT AREA¹ (Square Feet)						
Single Family	10,000	7,500	10,000	-	-	-
Two-Family, duplex	-	-	15,000	-	-	-
Bi-attached	-	-	7,500	-	-	-
Multi-Family	-	-	-	10,000	10,000	-
Multi-Family, per dwelling unit	-	-	-	2,500	-	-
Townhome, per dwelling unit	-	-	-	2,500	2,500	-
Other Principal Structures	10,000	12,500	12,500	10,000	10,000	10 acres
MINIMUM LOT WIDTH¹ (Feet)						
Single Family	80	60	60	-	-	-
Two-Family, duplex	-	-	60	-	-	-
Bi-attached	-	-	30	-	-	-
Multi-Family (Apts, Condo, TH)	-	-	-	80	80	-
Townhome, per dwelling unit	-	-	-	20	20	-
Other Principal Structures	100	100	100	80	1000	-
MINIMUM FRONT YARD (Feet)						
All uses	30	30	30	30	30	75
MINIMUM REAR YARD (Feet)						
Dwellings	35	35	30	40	35	35
Other Principal Structures	35	35	35	40	35	35
Accessory Buildings & Structures	5	5	5	5	5	5
MINIMUM STREET SIDE YARD (Feet)						
All uses	30	30	30	30	305	75
MINIMUM INTERIOR SIDE YARD (Feet)						
Dwellings: 1 and 1½ Stories	8	7	8	7	7	7
Dwellings: 2 and 2½ Stories	10	8	10	8	8	8
Dwellings: 3 Stories or more	12	10	-	10	10	10
Common Wall: bi-attached or TH	-	-	0	0	0	-
Other Principal Structures	35	35	35	35	35	35
Accessory Buildings & Structures	5	5	5	5	5	35
MAXIMUM STRUCTURE HEIGHT (Feet)						
Principal building	35	35	35	35	20	20
Accessory Structure	20	20	20	20	20	20
MAXIMUM STRUCTURE HEIGHT (Stories)						
Principal building	3	3	3	3	3	3
Accessory building	1½	1½	1½	1½	1½	1½
Notes:						
1. For the use of existing Lots of Record not conforming to R-2 minimum lot area or width, refer to Section 165.07-14						
2. For R-4 multiple family and R-6 mobile home parks, setbacks apply to the perimeter of the property only.						
3. For the maximum height of specific accessory uses (satellite dishes, antenna towers, roof-mounted antennas, and roof-mounted solar panels), refer to 165.09-4.						
4. For accessory building setbacks on Lots of Record not conforming to R-2 minimum lot area or width, refer to Section 165.16-1.						

PROJECT SUMMARY

CLIENT

City of Hartford

CONTACT

Brad Herrold
(former) City Clerk/ Manager
515-989-0267
hfordcty@netins.net

TEAM

Kathleen Connor, Project Manager
Jared Foss, AICP

COMPLETION DATE

December, 2018

BUDGET

\$9,800

SERVICES PROVIDED

Zoning Ordinance Review/ Development
Subdivision Ordinance Review/
Development
Steering Committee Meetings
GIS Mapping

SUBDIVISION ORDINANCE UPDATE – NORWALK, IOWA

Project Concept

The project included an assessment of Norwalk’s current regulations, policies, and practices to establish goals for the new regulations. Our team reviewed ordinances and policies of surrounding metro-area communities to compare and contrast Norwalk’s goals with the regulations and policies of other Des Moines metro-area cities. Development of the new regulations included identification of areas of incompatibility with the Iowa Statewide Urban Design and Specification (SUDAS) and, in some cases, developing more restrictive regulations for Norwalk. A draft ordinance was prepared and reviewed by the Community Development Director, City Engineer, and a Steering Committee through multiple staff and steering committee meetings, one work session with area developers, and two public meetings.

Achievement

The review identified recommendations relating to parkland dedication, review processes and procedures, storm water management, complete streets policies, bike/walking paths, accessible sidewalk ramps, and cluster mailbox pads. A key component of the new regulations included establishing clear benchmarks as to when a Traffic Impact Study would be required by the developer and identifying the developer’s responsibility for improving existing public streets abutting the subdivision and requiring improvements such as turning lanes in accordance with the Traffic Impact Study.

C. The parkland dedication for each dwelling unit type shall be as listed below. If any proposed dwelling unit types are not listed below, the Community Development Director shall determine which dwelling unit type(s) shall be used for purposes of calculating the parkland dedication for the development.

Parkland Dedication Requirements		
Dwelling Unit Type (As per Zoning Ordinance)	Population Per Dwelling Unit	Land Dedication Per Dwelling Unit
Single-Family Detached	3.00 persons	1,110 Square Feet
Single-Family Attached (Bi-attached, duplex, townhomes)	2.00 persons	740 Square Feet
Multiple Family (Apartments)	1.60 persons	592 Square Feet
Mobile Home	1.60 persons	1,044 Square Feet

PROJECT SUMMARY

CLIENT
City of Norwalk

COMPLETION DATE
March 2020

SERVICES PROVIDED
Subdivision Ordinance Review/
Development

CONTACT
Luke Parris
Planner
515-981-0228
lparris@norwalk.iowa.gov

BUDGET
\$22,500

Steering Committee Meetings
with Developers

TEAM
Kathleen Connor, Project Manager
Mackenzie Lloyd

COMPREHENSIVE LAND USE PLAN & ZONING ORDINANCE – MONONA COUNTY, IOWA

Project Concept

The project consisted of preparation of the Comprehensive Land Use Plan, with consideration given to Loess Hills, flood plains, urban transitional uses, unincorporated cities, and transportation. Development of the new zoning ordinance and subdivision regulations included analysis of the current regulation areas, developing goals based on the Comp Plan, and developing bullet-point recommendations for changes to be incorporated into the new regulations. The update was guided by close coordination with the County Auditor, Zoning Administrator, Environmental Health Department, County Engineer, Assessor, Recorder and Attorney.

Achievement

The project identified ordinance updates related to need for additional zoning districts, principal uses and bulk regulations, format for zoning regulations, design standards of public and private development, SUDAS, procedures for review and site plan ordinances. Sign and parking ordinances were also updated with this plan. An updated Zoning Map was developed and adopted based upon the new rezoning regulations.

Subsequent projects for Monona County include preparation of regulations for Commercial Wind Farms, Small Wind Energy Conversion Systems, and solar panels as well as minor amendments to the Zoning Regulations which were adopted by the county. Draft ordinances were provided for potential approval including Building Code, Lead Ordinance, Rental Housing Code, Dangerous Buildings, and Property Maintenance.

100.15 PRINCIPAL PERMITTED USES. Only the following uses or structures or land shall be permitted in each applicable zoning district.

PRINCIPAL PERMITTED USES											
Regulator	Zoning District										
	A-1	A-2	R-1	R-2	R-3	R-4	C-1	C-2	M-1	M-2	
Agricultural and Agri-business uses											
Animal hospital, veterinary clinic								FR	FR		
Animal husbandry of exotics such as fur-bearing animals, wildlife parks, aquatic farms	SU	SU									
Animal husbandry, including raising and breeding of domesticated animals such as poultry and livestock, but not including commercial feed lots, poultry farms, dairies or confinement facilities	P	P	P								
Commercial feed lots, poultry farms, dairies or confinement facilities	FR	FR									
Crop farming of usual products such as vegetables, fruits & vineyards, trees, and hay; grain storage and accessory drying facilities	P	P	P	FR	FR	FR	P	P	P	P	
Farm equipment repair including blacksmith, welding, & mechanical repair		P							P	P	
Farmer's markets		P					P	P			
Grain elevator, storage and wholesale distribution of grains; custom cleaning and grain drying		P								P	
Horse stables, kennels	FR	FR									
Livestock sale barns, storage and sale of livestock and feed provided dust is effectively controlled		SR									
Nurseries, greenhouses and truck gardens	P	P								P	
Sales of feed, seed, fertilizer and agricultural chemicals, except ammonia		P							P		
Salvage operations for farm-related activities	SU										
Storage and pumping of anhydrous ammonia		SU									
Storage and repair of custom hire machinery, equipment and supplies incidental to farming including tillage equipment, chemical application equipment (ground types only) and similar uses		P								P	P
Tiling contractor storage and repair facilities		P								P	P
Wineries including accessory wine sales, banquet rooms, catering and food sales and vineyards		P					P	P			
Residential uses											
<i>Dwellings</i>											
Single-family dwelling, including manufactured home, (on permanent foundation)	P		P	P	P						
Two-family dwellings (duplexes)				P	P						
Townhouse, attached (up to 6 du building and 8 du per acre)					FR						

PROJECT SUMMARY

CLIENT
Monona County

COMPLETION DATE
November 2018

SERVICES PROVIDED
Zoning Ordinance Review/ Development
Subdivision Ordinance Review/
Development
Steering Committee Meetings
GIS Mapping

CONTACT
Sandy Bubke
Administrator
712-433-2284
mocoenvr@mononacounty.org

BUDGET
\$46,200 (4 projects)

TEAM
Kathleen Connor, Project Manger