



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**

**April 5, 2021**

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Hearing - Annexation**  
Lot 4, Lot 12 and Lot 34 Lakeside Crossing
4. **Consent Agenda**
  - **Minutes**
    - March 23, 2021 Board of Alderman Work Session Minutes
    - March 23, 2021 Board of Alderman Regular Session Minutes

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**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

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

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**ORDINANCES & RESOLUTIONS**

7. **Bill No. 2893-21, Rezoning 15901 North 169 Highway – 2<sup>nd</sup> Reading**  
An Ordinance approving the rezoning of 15901 North 169 Highway from R-1B and B-2 to R-3 and B-3. 2<sup>nd</sup> reading by title only.
8. **Bill No. 2894-21, Rezoning 319 East Main Street– 2<sup>nd</sup> Reading**  
An Ordinance approving the rezoning of 319 East Main Street from R-1B to R-3. 2<sup>nd</sup> reading by title only.
9. **Bill No. 2895-21, Amending Section 610.110 Non-Permanent Vendor – 2<sup>nd</sup> Reading**  
An Ordinance amending Section 610.110, eliminating the \$10 festival vendor fee under Section 610.130. 2<sup>nd</sup> reading by title only.

- 10. Bill No. 2896-21, Agreements with MoDOT – Emergency Ordinance – Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**  
An Ordinance authorizing the Mayor to enter into agreements with MoDOT 1<sup>st</sup> and 2<sup>nd</sup> readings by title only.
- 11. Bill No. 2897-21, FY21 Budget Amendment No. 4 – Emergency Ordinance – Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**  
An Ordinance amending the FY21 Budget 1<sup>st</sup> and 2<sup>nd</sup> readings by title only.
- 12. Bill No. 2898-21, Annexation Lot 4, Lakeside Crossing - 1<sup>st</sup> Reading**  
An Ordinance approving the Annexation of Lot 4, 15719 North Chestnut, Lakeside Crossing. 1<sup>st</sup> reading by title only.
- 13. Bill No. 2899-21, Annexation Lot 12, Lakeside Crossing – 1<sup>st</sup> Reading**  
An Ordinance approving the Annexation of Lot 12, 2416 Northeast 157<sup>th</sup> Terrace, Lakeside Crossing. 1<sup>st</sup> reading by title only.
- 14. Bill No. 2900-21, Annexation Lot 34, Lakeside Crossing – 1<sup>st</sup> Reading**  
An Ordinance approving the Annexation of Lot 34, 2224 Northeast 158<sup>th</sup> Street, Lakeside Crossing. 1<sup>st</sup> reading by title only.
- 15. Bill No. 2901-21, Amending Schedule VII, Stop Signs – 1<sup>st</sup> Reading**  
An Ordinance amending Schedule VII of Municipal Codes, Stop Signs adding a three way stop at the intersection of East Main Street and Liberty Street.
- 16. Bill No. 2902-21, Amending the Facility Use Policy – 1<sup>st</sup> Reading**  
A Resolution amending the Facility Use Policy. 1<sup>st</sup> reading by title only.
- 17. Resolution 903, Amending the Schedule of Fees**  
A Resolution amending the Schedule of Fees to update the Senior Center Fees and Courtyard Event fees.
- 18. Resolution 904, Award Bid No. 21-06, Highland Sewer Project**  
A Resolution awarding Bid No. 21-06, Highland Sewer project to Menke Excavating in an amount not to exceed \$154,199.89 with a force account of \$25,000.
- 19. Resolution 905, Award Bid No. 21-09, Street Maintenance Asphalt Overlay**  
A Resolution awarding Bid No. 21-09, Street Maintenance Asphalt Overlay to Superior Bowen in an amount to exceed \$604,245 with a force account of \$20,000.
- 20. Resolution 906, Addendum to the City Administrator’s Contract**  
A Resolution approving an addendum to the contract with Cynthia Wagner for services as City Administrator based on the review conducted by the Board of Aldermen.
- 21. Resolution 907, Amending the 2020-2021 Compensation Plan**  
A Resolution amending the 2020-2021 Compensation Plan to add the position of Finance Analyst in the Finance Department.
- 22. Resolution 908, Special Event Permit – Lake Festival**  
A Resolution approving a Special Event Permit to the Smithville Festival Committee (Chairman, Barbara Lamb) for Lakefest, to be held at Courtyard Park June 25, 26 and 27, 2021.

**23. Resolution 909, Temporary Liquor License**

A Resolution approving a Temporary Liquor License to Barbara Lamb, doing business as Smithville Festival Committee, to be part of a special event being held at the Courtyard Park on June 25, 26 and 27, 2021.

**24. Resolution 910, Special Event Request – Missouri 200<sup>th</sup> Statehood Anniversary**

A Resolution approving the special event request for the City to help sponsor the American Legion Post 58's Missouri 200<sup>th</sup> Statehood Anniversary Event to be held at Courtyard Park on April 24, 2021.

**25. Resolution 911, Special Event Permit – Wine and Walk**

A Resolution approving a Special Event Permit to Smithville Main Street District for the Wine and Walk to be held in the downtown Courtyard on April 24, 2021.

**26. Resolution 912, Temporary Liquor License**

A Resolution approving a Temporary Liquor License to Chop's BBQ and Catering for the special event being held at Courtyard Park on April 24, 2021.

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**OTHER MATTERS BEFORE THE BOARD**

**27. Public Comment**

Pursuant to the public comment policy, **an email request must be submitted to the City Clerk at [ldrummond@smithvillemo.org](mailto:ldrummond@smithvillemo.org) prior to the meeting.** When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.

**28. 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.

**29. Adjourn**





## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Annexation Public Hearings

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**RECOMMENDED ACTION:**

Conduct a public hearing in accordance with State Law concerning annexing certain lots.

**SUMMARY:**

These are three of the lots included in the legal action filed by the City earlier this year. Upon completion of these annexations, a total of three lots remain to be annexed. One of those is scheduled for a public hearing on April 20, 2021.

**BACKGROUND:**

These are some of the final annexations resulting from a 1996 sewer service agreement for Lakeside Crossing.

**PREVIOUS ACTION:**

None

**POLICY ISSUE:**

Comprehensive Plan and Board Strategic Plan.

**FINANCIAL CONSIDERATIONS:**

None.

**ATTACHMENTS:**

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



## NOTICE OF PUBLIC HEARING

To whom it may concern and to all parties interested, notice is hereby given that at 7:00 PM on April 5, 2021, the Smithville Board of Aldermen in City Hall, 107 W. Main St., Smithville, Mo. will conduct public hearings on the following Voluntary Annexation applications:

Lot 34, Lakeside Crossing First Plat, a subdivision of land in Clay County, Missouri, according to the recorded plat thereof, more commonly known as 2224 NE 158<sup>th</sup> St.

Lot 12, Lakeside Crossing First Plat, a subdivision of land in Clay County, Missouri, according to the recorded plat thereof, more commonly known as 2416 NE 157<sup>th</sup> Ter.

Lot 4, Lakeside Crossing First Plat, a subdivision of land in Clay County, Missouri, according to the recorded plat thereof, more commonly known as 15719 N. Chestnut.

All persons interested in said matter will be heard at this time concerning their views and wishes; and any protest of any of the provisions of the proposed changes to the city limits will be considered by the Board as provided by law. The hearings will be conducted by videoconference via Zoom. To obtain online access to attend or speak, please email [ldrummond@smithvillemo.org](mailto:ldrummond@smithvillemo.org) or call (816)532-3897 to speak with the City Clerk.

*Please publish in the March 18<sup>th</sup> Edition of the Courier Tribune.*



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Administration

**AGENDA ITEM:** Consent Agenda

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### **RECOMMENDED ACTION:**

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

- **Minutes**
  - March 23, 2021 Board of Alderman Work Session Minutes
  - March 23, 2021 Board of Alderman Regular Session Minutes

### **SUMMARY:**

Voting to approve would approve the Board of Alderman minutes.

### **PREVIOUS ACTION:**

N/A

### **POLICY ISSUE:**

N/A

### **FINANCIAL CONSIDERATIONS:**

N/A

### **ATTACHMENTS:**

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



## City Administrator's Report

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April 1, 2021

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### **Upcoming Meeting Schedule**

A reminder that the April 6 meeting has been moved to April 5 (in recognition of the municipal election). Also please remember the Governing Body Retreat scheduled for all day Thursday, May 27 – location to be determined.

### **Main Street Trail Ribbon Cutting**

A ribbon cutting for this project has been scheduled for 11 a.m. Tuesday, April 6. This date marks the third anniversary of the date the Board certified the results of the April 2018 election. In that election, voters approved a new sales tax and issuance of bonds which funded the streetscape project, 180<sup>th</sup> Street Trail, South Commercial Sidewalk and the Main Street Trail – all completed in the last three years!

### **Parks and Recreation Master Plan Update**

Work on the Parks and Recreation Master Plan continues. The Parks and Recreation Committee met on March 25, continuing to review and prioritize plan elements. Last weekend, staff and members of the consulting team were at Smith's Fork Park during soccer games obtaining community input on elements under review. The project portal is live and includes discussion boards featuring "big idea" concepts. The discussion boards can be accessed here: <https://lab2.future-iq.com/smithville-park-and-recreation-master-plan-project/discussion-boards/overview/>.

### **Transportation Master Plan Update**

On Monday, staff and representatives from Future iQ and Toole drove the city to provide information and insight for the consulting team. The project steering committee for the Transportation Master Plan met on Tuesday afternoon with the consulting team. The consultants facilitated a good discussion of the existing transportation system, identification of future needs and desires, identification of challenges and opportunities related to transportation needs in the community. Information obtained will be utilized to develop survey information and form the basis of community discussion regarding transportation needs in the community for the next 10 to 20 years. Completion of the plan and recommendation to the Board of Aldermen is anticipated late this year.

## City Hall Renovation

The renovation project continues, the majority of drywall work is complete in the lobby, administrative and office areas; HVAC work in the main areas is complete; installation of ceiling grid is underway; and demolition of the men's restroom begins today. The first phase of employees are moving into office space late this week and early next week. The project remains on schedule, with substantial completion anticipated in June.

Residents and customers needing in-person service have been directed to the rear access to the development department. Staff displaced from their office space are working in the Board Meeting Room.



View from front entry



Installation of ceiling grid  
in Administration work area



First office completed!



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill NO. 2893-21, Rezoning 15901 North 169 Highway- 2<sup>nd</sup> reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2893-21 for Second Reading by title only to rezone 15901 North 169 Highway. 2nd reading by title only.

**SUMMARY:**

The Ordinance seeks to rezone an 18-acre parcel on 169 Highway from R-1B and B-2 to R-3 and B-3, commercial and apartment zoning districts.

**BACKGROUND:**

The property is the vacant land just north of the old Lowman's restaurant location. The roughly 18-acre tract is unused land that the new owner seeks to redevelop into apartments and commercial uses. There is no definitive development plan, so any proposal is subject to additional planning and zoning meetings or hearings.

**PREVIOUS ACTION:**

This is the first action on the parcels.

**POLICY ISSUE:**

Comprehensive Plan, Water and Wastewater Masterplans all implicated.

**FINANCIAL CONSIDERATIONS:**

**None Known.**

**ATTACHMENTS:**

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

## **FINDING OF FACTS AND CONCLUSIONS OF LAW**

Applicant: High Tide Properties, LLC

Land Use Proposed: R-3, B-3

Zoning: R-1B, B-2

Property Location: 15901 N. 169 Hwy

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on March 9, 2021, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

### Finding of Facts

1. *Character of the neighborhood.*

The surrounding area is a predominantly R-1B on the north and east of the project area, with some R-3, B-3 and B-2 uses in operation to the northwest and along the south areas.

2. *Consistency with the City's Comprehensive Plan and ordinances.*

The new Comprehensive Plan was approved on November 10th, 2020, and formally adopted as the policy of the City on November 17th, 2020. That plan, in section HN1.1 of the Implementation Matrix for housing states "Support providing additional housing stock throughout the city of Smithville to meet current and future residents needs by encouraging new residential development in areas identified in the Future land Use Map." In addition, section HN2.1 states: "Encourage infill residential development of underutilized sites prime for residential uses, particularly in and near Smithville's Downtown."

3. *Adequacy of public utilities and other needed public services.*

The property is approximately 18.25 acres of undeveloped land that has stood vacant and unused for its' entire time in the city limits. The property fronts upon 169 Hwy across from the new Smithville MarketPlace development and is bisected by a new waterline, and access to sewers on the east side. Any development would be required to upgrade the water, sewer, and stormwater infrastructure to meet the ultimately proposed density, and both vehicular and pedestrian access will be subject to Site Plan review.

4. *Suitability of the uses to which the property has been restricted under its existing zoning.*

The current use is a vacant tract of land that was previously an unused field. The site had grown up with a large amount of small thorny locust shrubs and weeds. With frontage and primary access off 169, the site is not significantly compatible with its' existing zoning of small lot single family. The highest and best use would be some form of residential and commercial mix to step down the uses as it transitions into single family to the east.

5. *Length of time the property has remained vacant as zoned.*

The property was zoned to the existing district classification presumably when Smithville implemented zoning in 1966.

6. *Compatibility of the proposed district classification with nearby properties.*

The property primarily fronts onto 169 Hwy and is surrounded by commercial uses to its north and south on that frontage. The remainder of the land that is adjacent, is primarily single-family residential land that backs up to this unused field.

7. *The extent to which the zoning amendment may detrimentally affect nearby property.*

No detrimental effects are anticipated to the adjacent property values and will not add additional traffic through adjacent residential streets.

8. *Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.*

No detrimental effects are anticipated to adjacent properties, but the view and solitude of a vacant 18-acre parcel will be removed. The addition of additional housing near downtown and shopping will provide substantial public gain.

9. That in rendering this Finding of Fact, testimony at the public hearing on March 9, 2021, has been taken into consideration as well as the documents provided.

#### Recommendation of the Planning Commission

Based on the foregoing findings of fact, we conclude that:

- A. This application and the Rezoning of this property from R-1B to R-3 and B-3 is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.



- B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.
- C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of rezoning the property to R-3 and B-3.

**BILL NO. 2893-21**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI AND ENTERING INTO A DEVELOPMENT AGREEMENT.**

**WHEREAS**, The City of Smithville received an application for rezoning a portion of 15901 North 169 Highway on January 28, 2021; and

**WHEREAS**, the public was notified by publishing in the Courier Tribune paper on February 18, 25 and March 4, 2021 and notices were mailed to adjoining property owners on February 19, 2021.

**WHEREAS**, a Public Hearing was conducted before the Planning Commission on March 9, 2021; and

**WHEREAS**, the rezoning is to change the zoning from single to multifamily; and

**WHEREAS**, the Planning Commission presented its' findings to the Board of Aldermen and recommended approval of the rezoning request; and,

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

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority council vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as:

Changed from R-1B to R-3 Description:

A Part Of The Northwest Quarter Of The Northwest Quarter Of Section 26, Township 53 North, Range 33 West, Smithville, Clay County, Missouri.  
Commencing At The Northwest Corner Of Section 26; Thence South 00 Degrees 22 Minutes 53 Seconds West Along The West Line Of The Northwest Quarter Of The Northwest Quarter 352.50 Feet; Thence North 88 Degrees 57 Minutes 02 Seconds East Departing Said Line 134.12 Feet; Thence South 89 Degrees 41 Minutes 41 Seconds East 176.29 Feet; Thence South 89 Degrees 47 Minutes 13 Seconds East 118.64 Feet To The Point Of Beginning. Thence North 00 Degrees 25 Minutes 40 Seconds East 325.13 Feet To The Southerly Right-Of-Way Of West Summit Street As Now Located; Thence South 89 Degrees 49 Minutes 14 Seconds East Along Said Right-Of-Way 50.26 Feet; Thence South 00 Degrees

21 Minutes 16 Seconds West Departing Said Right-Of-Way 327.56 Feet; Thence South 89 Degrees 50 Minutes 49 Seconds East 137.41 Feet; Thence North 00 Degrees 09 Minutes 11 Seconds East 327.50 Feet To The Said Southerly Right-Of-Way Of West Summit Street As Now Located; Thence South 89 Degrees 48 Minutes 50 Seconds East Along Said Right-Of-Way 182.99 Feet; Thence South 00 Degrees 03 Minutes 27 Seconds East Departing Said Right-Of-Way 324.50 Feet; Thence North 87 Degrees 47 Minutes 46 Seconds West 49.47 Feet; Thence South 00 Degrees 28 Minutes 16 Seconds West 197.51 Feet; Thence South 00 Degrees 28 Minutes 16 Seconds West 150.00 Feet; Thence South 89 Degrees 25 Minutes 36 Seconds East 82.15 Feet; Thence South 03 Degrees 42 Minutes 17 Seconds West 63.20 Feet To The Northwest Corner Of Lot A-3 As Per Book H Page 15; Thence South 89 Degrees 33 Minutes 53 Seconds East Along The Northerly Line Of Said Lot 132.09 Feet; Thence South 03 Degrees 40 Minutes 40 Seconds West 168.21 Feet; Thence South 89 Degrees 35 Minutes 34 Seconds East 154.90 Feet; Thence South 50 Degrees 45 Minutes 39 Seconds East 39.67 Feet To The Westerly Right-Of-Way Of Commercial Street As Now Located; Thence South 03 Degrees 42 Minutes 08 Seconds West Along Said Right-Of-Way 102.50 Feet; Thence North 89 Degrees 33 Minutes 53 Seconds West Departing Said Right-Of-Way 319.40 Feet; Thence South 04 Degrees 46 Minutes 33 Seconds West 255.62 Feet To The South Line Of The Northwest Quarter Of The Northwest Quarter; Thence North 89 Degrees 30 Minutes 55 Seconds West Along Said Line 554.34 Feet The Easterly Right-Of-Way Of Missouri State Highway "169" As Now Located And Along The Following Described Calls; Thence North 07 Degrees 42 Minutes 47 Seconds West 93.72 Feet; Thence North 30 Degrees 27 Minutes 16 Seconds West 172.87 Feet; Thence North 10 Degrees 39 Minutes 51 Seconds West 148.45 Feet; Thence North 73 Degrees 24 Minutes 11 Seconds East Departing Said Right-Of-Way 139.60 Feet; Thence North 12 Degrees 41 Minutes 08 Seconds East 252.50 Feet; Thence North 32 Degrees 01 Minutes 16 Seconds East 253.86 Feet; Thence North 00 Degrees 25 Minutes 40 Seconds East 65.80 Feet; To The Point Of Beginning Containing 14.91 Acres More Or Less

Changed from B-2 and R-1B to B-3 Description:

A Part Of The Northwest Quarter Of The Northwest Quarter Of Section 26, Township 53 North, Range 33 West, Smithville, Clay County, Missouri. Commencing At The Northwest Corner Of Section 26; Thence South 00 Degrees 22 Minutes 53 Seconds West Along The West Line Of The Northwest Quarter Of The Northwest Quarter 352.50 Feet To The Point Of Beginning. Thence North 88 Degrees 57 Minutes 02 Seconds East Departing Said Line 134.12 Feet; Thence South 89 Degrees 20 Minutes 54 Seconds East 59.73 Feet; Thence South 89 Degrees 52 Minutes 20 Seconds East 116.56 Feet; Thence South 89 Degrees 47 Minutes 13 Seconds East 118.64 Feet; Thence South 00 Degrees 25 Minutes 40 Seconds West 65.80 Feet; Thence South 32 Degrees 01 Minutes 16 Seconds

West 253.86 Feet; Thence South 12 Degrees 41 Minutes 08 Seconds West 252.50 Feet; Thence South 73 Degrees 24 Minutes 11 Seconds West 139.60 Feet To The Easterly Right-Of-Way Of Missouri State Highway "169" As Now Located And Along The Following Described Calls; Thence North 10 Degrees 51 Minutes 00 Seconds West 236.76 Feet; Thence North 14 Degrees 43 Minutes 47 Seconds West 83.79 Feet; Thence North 20 Degrees 55 Minutes 46 Seconds West 111.45 Feet To The West Line Of The Northwest Quarter Of The Northwest Quarter; Thence North 00 Degrees 22 Minutes 53 Seconds East Along Said West Line 148.50 Feet; To The Point Of Beginning Containing 3.52 Acres More Or Less.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

Section 3. This ordinance shall take effect and be in full force from and after the approval.

PASSED THIS 5<sup>th</sup> DAY OF APRIL, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 03/23/2021

Second Reading: 04/05/2021



STAFF REPORT  
March 9, 2021

Rezoning of Parcel Id's# 05-905-00-03-025.00 and 05-905-00-03-013.04

Application for Rezoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

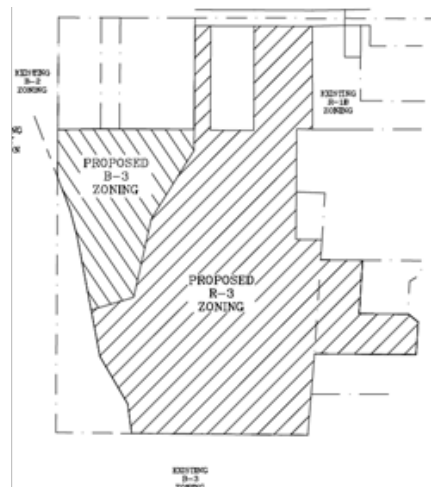
Property Information:

Address: 15901 N 169 Hwy  
Owner: High Tide Properties, LLC  
Current Zoning: R-1B  
Proposed Zoning: R-3

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: February 18, 2021  
Letters to Property Owners w/in 185': February 19, 2021

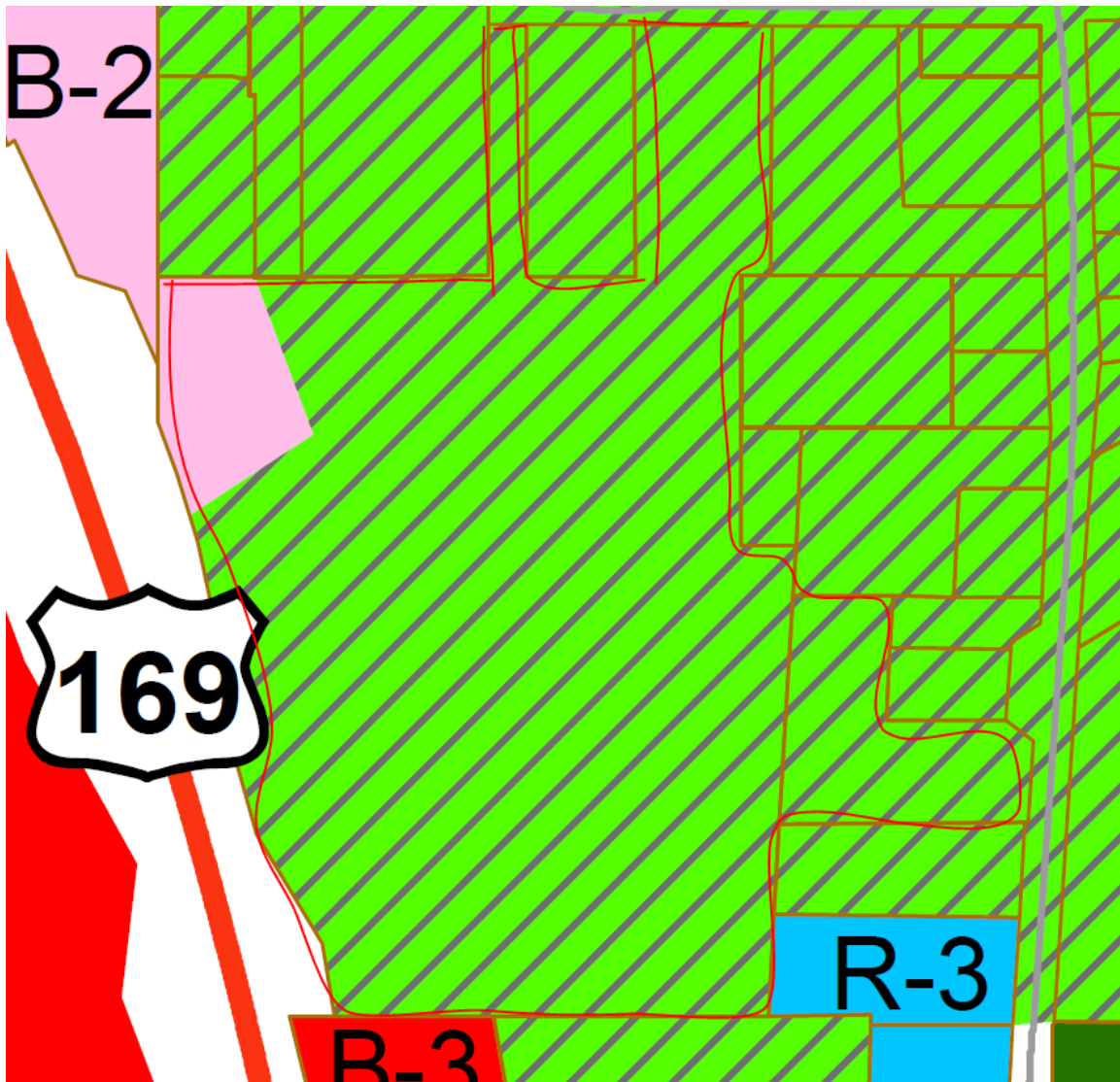
GENERAL DESCRIPTION



The applicant seeks to rezone the subject properties to R-3 and B-3. The total acreage of both vacant parcels is 18.25 acres. The applicant has expressed a desire to develop this long vacant land into mixed uses. The B-3 portion of the property would be the northwest portion of the land adjacent to 169 on the west, and R-3 on the remaining land. The expressed intent is to construct an apartment complex type development in the R-3 area with access across the property from Commercial St. to 169, and future commercial uses along the northwest frontage area.

**EXISTING ZONING:**

The existing zoning is R-1B and B-2.



CHARACTER OF THE NEIGHBORHOOD 400.560.C.1

The surrounding area is a predominantly R-1B on the north and east of the project area, with some R-3, B-3 and B-2 uses in operation to the northwest and along the south areas.

#### CONSISTENCY WITH COMPREHENSIVE PLAN AND ORDINANCES *400.560.C.2*

The new Comprehensive Plan was approved on November 10<sup>th</sup>, 2020, and formally adopted as the policy of the City on November 17<sup>th</sup>, 2020. That plan, in section HN1.1 of the Implementation Matrix for housing states "Support providing additional housing stock throughout the city of Smithville to meet current and future residents needs by encouraging new residential development in areas identified in the Future land Use Map."

In addition, section HN2.1 states: "Encourage infill residential development of underutilized sites prime for residential uses, particularly in and near Smithville's Downtown."

#### ADEQUACY OF PUBLIC UTILITIES OR OTHER PUBLIC SERVICES *400.560.C.3*

The property is approximately 18.25 acres of undeveloped land that has stood vacant and unused for its' entire time in the city limits. The property fronts upon 169 Hwy across from the new Smithville MarketPlace development and is bisected by a new waterline, and access to sewers on the east side. Any development would be required to upgrade the water, sewer and stormwater infrastructure to meet the ultimately proposed density, and both vehicular and pedestrian access will be subject to Site Plan review.

#### SUITABILITY OF THE USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED UNDER ITS EXISTING ZONING *400.560.C.4.*

The current use is a vacant tract of land that was previously an unused field. The site had grown up with a large amount of small thorny locust shrubs and weeds. With frontage and primary access off 169, the site is not significantly compatible with its' existing zoning of small lot single family. The highest and best use would be some form of residential and commercial mix to step down the uses as it transitions into single family to the east.

#### TIME THE PROPERTY HAS REMAINED VACANT AS ZONED *400.560.C.5*

The property was zoned to the existing district classification presumably when Smithville implemented zoning in 1966.

#### COMPATIBILITY OF PROPOSED DISTRICT WITH NEARBY LAND *400.560.C.6*



The property primarily fronts onto 169 Hwy and is surrounded by commercial uses to its north and south on that frontage. The remainder of the land that is adjacent, is primarily single-family residential land that backs up to this unused field.

EXTENT WHICH THE AMENDMENT MAY DETRIMENTALLY AFFECT NEARBY  
PROPERTY *400.560C.7*

No detrimental effects are anticipated to the adjacent property values and will not add additional traffic through adjacent residential streets.

WHETHER THE PROPOSAL HAS A DISPROPORTIONATE GREAT LOSS TO  
ADJOINING PROPERTY OWNERS RELATIVE TO THE PUBLIC GAIN *400.560.C.8*

No detrimental effects are anticipated to adjacent properties, but the view and solitude of a vacant 18-acre parcel will be removed. The addition of additional housing near downtown and shopping will provide substantial public gain.

STAFF RECOMMENDATION:

Staff recommends that the rezoning to R-3 and B-3 be approved, with lot development subject to Site Plan Review.

Respectfully Submitted,

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Zoning Administrator



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2894-21, Rezoning 319 East Main Street 2<sup>nd</sup> reading

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**RECOMMENDED ACTION:**

Approve Bill No. 2894-21 for Second Reading by title only to rezone 319 East Main Street. 2nd reading by title only.

**SUMMARY:**

The Ordinance seeks to rezone a .79 acre tract of land to match the properties adjacent to it for multi-family housing.

**BACKGROUND:**

The property is a double frontage lot on Main and Meadow with an older white house. The new owner wants to demolish the old house and construct multifamily housing on the lot. There are no specific plans for development, and any proposal is subject to additional planning and zoning meetings or hearings.

**PREVIOUS ACTION:**

No previous actions known.

**POLICY ISSUE:**

Comprehensive Plan

**FINANCIAL CONSIDERATIONS:**

**None Known.**

**ATTACHMENTS:**

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

## **FINDING OF FACTS AND CONCLUSIONS OF LAW**

Applicant: LMW Investments, LLC

Land Use Proposed: R-3

Zoning: R-1B

Property Location: 319 E. Main St.

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on March 9, 2020, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

### Finding of Facts

1. *Character of the neighborhood.*  
The surrounding area is a mix of R-3 multifamily and R-1 single family housing, in a clearly transitional area.
2. *Consistency with the City's Comprehensive Plan and ordinances.*  
The new Comprehensive Plan was approved on November 10th, 2020, and formally adopted as the policy of the City on November 17th, 2020. That plan, in section HN1.1 of the Implementation Matrix for housing states "Support providing additional housing stock throughout the city of Smithville to meet current and future residents needs by encouraging new residential development in areas identified in the Future land Use Map." In addition, section HN2.1 states: "Encourage infill residential development of underutilized sites prime for residential uses, particularly in and near Smithville's Downtown."
3. *Adequacy of public utilities and other needed public services.*

#### Streets and Sidewalks:

Adjacent streets are fully constructed, with improvements planned on the Main St. area this 2021 construction season. The Meadow St. side of the property has sidewalks the entire length, but the Main St. side only has sidewalks through half of the property. During the review of any proposed construction project, extending and improving the north side of the lot's sidewalk will be required along the entire property length.

Water, Sewer and Storm water

The city has adequate water, sewer, and stormwater infrastructure in this developed area. A stormwater evaluation will be required as a part of the site plan process prior to any construction.

All other utilities

Future Development will be conditioned upon installation of all needed upgraded utilities at the cost of the development.

4. *Suitability of the uses to which the property has been restricted under its existing zoning.*

The current use is an old single-family home that has had multiple additions over time. The house sits on a very large lot (.79 acre) with frontage on two streets.

5. *Length of time the property has remained vacant as zoned.*

The property was zoned to the existing district classification presumably when Smithville implemented zoning in 1966.

6. *Compatibility of the proposed district classification with nearby properties.*

The adjacent land on the north half of the property is zoned multifamily, although the properties to the east are developed with single family homes. The south half has mainly single family uses, on varying districts (R-1 or R-3) with some vacant lots.

7. *The extent to which the zoning amendment may detrimentally affect nearby property.*

No detrimental effects are known in this clearly transitional area of the city. Investment in the area to rehabilitate viable housing stock and future development has significantly increase in the last three years.

8. *Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.*

With no detrimental effects known, no great loss is expected.

9. That in rendering this Finding of Fact, testimony at the public hearing on March 9, 2021, has been taken into consideration as well as the documents provided.

Recommendation of the Planning Commission

Based on the foregoing findings of fact, we conclude that:

- A. This application and the Rezoning of this property from R-1B to R-3 is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.

- B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.
- C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of rezoning the property to R-3.

**BILL NO. 2894-21**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI AND ENTERING INTO A DEVELOPMENT AGREEMENT.**

**WHEREAS**, The City of Smithville received an application for rezoning a portion of 319 East Main Street on January 28, 2021; and

**WHEREAS**, the public was notified by publishing in the Courier Tribune paper on February 18, 25 and March 4, 2021 and notices were mailed to adjoining property owners on February 19, 2021.

**WHEREAS**, a Public Hearing was conducted before the Planning Commission on March 9, 2021; and

**WHEREAS**, the rezoning is to change the zoning from single to multifamily; and

**WHEREAS**, the Planning Commission presented its' findings to the Board of Aldermen and recommended approval of the rezoning request; and,

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

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority council vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as:

All of Lots 5 and 6 in Block 2, CALVIN SMITH'S ADDITION to the City of Smithville, comprising a strip of land 60 feet wide East and West and 240 feet long North and South and running from Main Street on the North to Meadow Street on the South and bounded on the East on December 15, 1892 by R.P. Russell and on the West by Mary M. DeBerry. ALSO a tract of land described as follows: Beginning in the South line of Main Street at the Northeast corner of Lot 5, in Block 2, CALVIN SMITH'S ADDITION, and running thence South 240 feet to the Southeast corner of Lot 6, in Block 2, aforesaid in the North line of Meadow Street, thence East 55 feet, more or less, to Jacob C. Creek's corner, thence North 120 feet, thence West 35 feet to a point 20 feet East of the Northeast corner of said Lot 6, thence North 120 feet to the South line of Main Street, thence West 20 feet to the Place of Beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

is hereby changed from R-1B to R-3.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

Section 3. This ordinance shall take effect and be in full force from and after the approval.

PASSED THIS 5<sup>th</sup> DAY OF APRIL, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 03/23/2021

Second Reading: 04/05/2021





STAFF REPORT  
March 9, 2021  
Rezoning of Parcel Id # 05-617-00-07-007.00

Application for Rezoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 319 E. Main St.  
Owner: LMW Investments, LLC  
Current Zoning: R-1B  
Proposed Zoning: R-3

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: February 18, 2021  
Letters to Property Owners w/in 185': February 19, 2021

GENERAL DESCRIPTION:

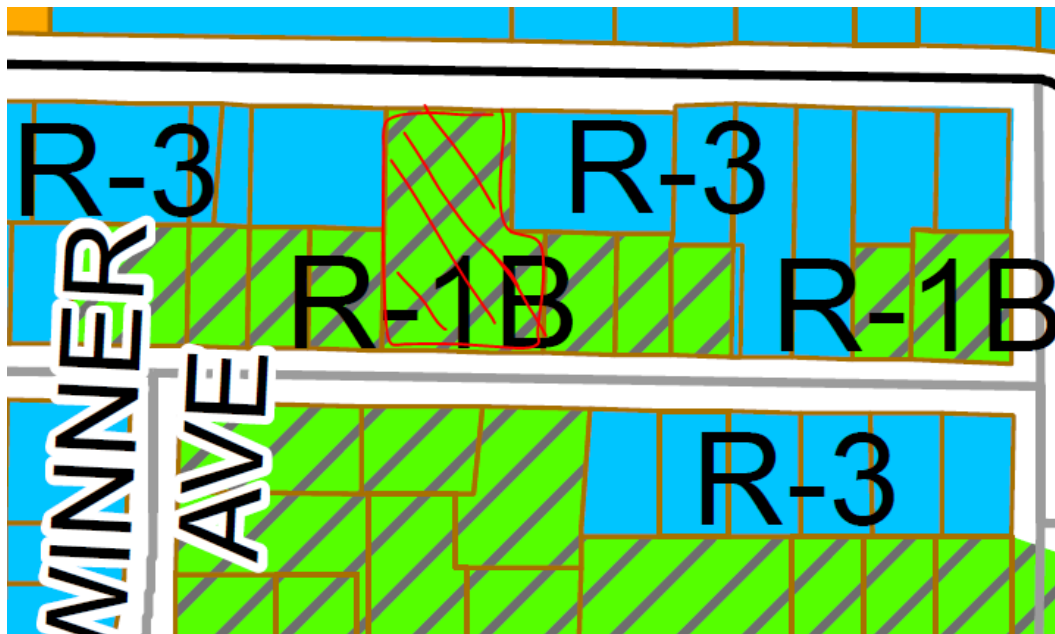


The applicant seeks to rezone the subject property to R-3 to match the zoning on either side of the existing house on the Main St. side of the property.

The stated purpose is to demolish the existing old white house on the property and then design a multifamily development to replace the single-family home. The property is immediately south of the Heritage Park parking lot entrance. The property is a double frontage lot that is addressed from the north side, Main St., but is accessed from the south side, off Meadow St. The street block on the north half of the lot, except this parcel, is all zoned for multifamily, with properties to the east being developed with multifamily housing, and to the west with single family units. The south half of the lot is predominantly zoned single family, with some multifamily just to the east and to the southeast of the property.

#### EXISTING ZONING:

The existing zoning is R-1B.



#### CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is a mix of R-3 multifamily and R-1 single family housing, in a clearly transitional area.

#### CONSISTENCY WITH COMPREHENSIVE PLAN AND ORDINANCES *400.560.C.2*

The new Comprehensive Plan was approved on November 10<sup>th</sup>, 2020, and formally adopted as the policy of the City on November 17<sup>th</sup>, 2020. That plan, in section HN1.1 of the Implementation Matrix for housing states "Support providing additional housing stock throughout the city of Smithville to meet

current and future residents needs by encouraging new residential development in areas identified in the Future Land Use Map."

In addition, section HN2.1 states: "Encourage infill residential development of underutilized sites prime for residential uses, particularly in and near Smithville's Downtown."

#### ADEQUACY OF PUBLIC UTILITIES OR OTHER PUBLIC SERVICES *400.560.C.3*

##### Streets and Sidewalks:

Adjacent streets are fully constructed, with improvements planned on the Main St. area this 2021 construction season. The Meadow St. side of the property has sidewalks the entire length, but the Main St. side only has sidewalks through half of the property. During the review of any proposed construction project, extending and improving the north side of the lot's sidewalk will be required along the entire property length.

##### Water, Sewer and Storm water

The city has adequate water, sewer, and stormwater infrastructure in this developed area. A stormwater evaluation will be required as a part of the site plan process prior to any construction.

##### All other utilities

Future Development will be conditioned upon installation of all needed upgraded utilities at the cost of the development.

#### SUITABILITY OF THE USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED UNDER ITS EXISTING ZONING *400.560.C.4.*

The current use is an old single-family home that has had multiple additions over time. The house sits on a very large lot (.79 acre) with frontage on two streets.

#### TIME THE PROPERTY HAS REMAINED VACANT AS ZONED *400.560.C.5*

The property was zoned to the existing district classification presumably when Smithville implemented zoning in 1966.

#### COMPATIBILITY OF PROPOSED DISTRICT WITH NEARBY LAND *400.560.C.6*

The adjacent land on the north half of the property is zoned multifamily, although the properties to the east are developed with single family homes. The south half has mainly single family uses, on varying districts (R-1 or R-3) with some vacant lots.

EXTENT WHICH THE AMENDMENT MAY DETRIMENTALLY AFFECT NEARBY  
PROPERTY *400.560C.7*

No detrimental effects are known in this clearly transitional area of the city. Investment in the area to rehabilitate viable housing stock and future development has significantly increase in the last three years.

WHETHER THE PROPOSAL HAS A DISPROPORTIONATE GREAT LOSS TO  
ADJOINING PROPERTY OWNERS RELATIVE TO THE PUBLIC GAIN *400.560.C.8*

With no detrimental effects known, no great loss is expected.

STAFF RECOMMENDATION:

Staff recommends that the rezoning to R-3 be approved, with lot development subject to Site Plan Review.

Respectfully Submitted,

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Zoning Administrator



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Bill No. 2895-21, Amending Section 610.110 Festival, Non-Permanent and Fireworks Vendors of the Municipal Code – 2<sup>nd</sup> reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2895-21, second reading by title only.

**SUMMARY:**

During the March 2, 2021 Board of Alderman Work Session, staff presented an overview of the current City of Smithville Facility Use Policies. Following the presentation at the Work Session, the Board of Alderman directed staff to pursue changes to the Code of Ordinances which would remove the \$10 festival vendor charge. This bill presents revised language to Section 610.110 Festival, Non-Permanent and Fireworks Vendors to eliminate the vendor charge, while ensuring that festival organizers provide contact information for vendors.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**

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

**BILL NO. 2895-21**

**ORDINANCE NO.**

**AN ORDINANCE REPEALING ORDINANCE SECTION 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS AND REPLACING IT WITH A NEW ORDINANCE SECTION 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS.**

**WHEREAS**, SECTION 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS currently reads as follows:

**SECTION 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS**

A. All festival vendors shall be subject to a fee of ten dollars (\$10.00) in lieu of the fees required under Section 610.130. Festival vendors shall be required to provide the following information in order to obtain a license:

1. The name of the festival organizer or contact person.
2. The booth number or location assigned to the operation.
3. If a food-service-related operation, a Clay County Health Department approval letter.

**WHEREAS**, the City of Smithville wishes to remove the ten dollar (\$10.00) festival vendor fee under Section 610.130 and subrogate all responsibility to festival organizers.

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

Effective Immediately Smithville City Ordinance §610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS is repealed, and a new 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS is adopted which shall read as follow:

**Section 610.110 FESTIVAL, NON-PERMANENT AND FIREWORKS VENDORS:**

A. All Festival Organizers shall be required to provide the following information in order to obtain a license:

1. The name of the festival organizer or contact person.
2. The booth number or location assigned to each vendor.
3. If a food-service-related operation, a Clay County Health Department approval letter.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 3/23/2021

Second Reading: 4/5/2021





## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2896-21, An Ordinance approving an agreement with the Missouri Department of Transportation for public improvements to Highway 169 and 188th Street and the relocation of the City's watermain. – Emergency Ordinance sponsored by Mayor Boley – 1st and 2nd Readings

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**RECOMMENDED ACTION:**

Approve Bill No 2896-21 authorizing and directing the mayor to execute an agreement with the MODOT for public improvements to HWY 169 and 188th Street and the relocation of the City's watermain. Emergency Ordinance sponsored by Mayor Boley in order to execute agreement and return to MODOT to ensure continuation of planning for the project.

**SUMMARY:**

The Missouri Department of Transportation (MODOT) is planning to reconstruct the intersection of Highway 169 and 188<sup>th</sup> Street. The project will include improving the sight distance by cutting down the hill, adding left turn lanes for northbound and southbound Highway 169, adding a northbound offset right turn lane on Highway 169 and realignment of 188<sup>th</sup> Street. The project is planned to bid in October of 2021 with construction in 2022. The City has a 12-inch watermain that parallels 188<sup>th</sup> Street crossing Highway 169 and supplies the Northwest Tower. This line will be in conflict with the road improvements proposed by MODOT and will need to be relocated/ lowered. The City hired HDR in 2020 to provide the plans for this project. The design cost was \$31,520. The cost for the waterline relocation was estimated in the 2021 budget at \$270,000.

Coordination with MODOT plans for the highway project has increased the scope and associated costs for the project, however MODOT has agreed to pay for the entire cost of the relocation of the waterline (the City has already paid for the engineering).

In order to ensure MODOT participation, two agreements between the City and MODOT are required:

- *Municipal Agreement* – which allows the Transportation Commission to make improvements to the roads and use the City's right-of-way

- *Utility Agreement* – which sets out the obligations of the City and Transportation Commission with respect to utility relocations and costs. In this case MDOT is paying for all costs to relocate the watermain.

**PREVIOUS ACTION:**

The City hired HDR in 2020 to develop plans for the watermain project. The cost was \$31,520.

**POLICY ISSUE:**

Infrastructure Improvement

**FINANCIAL CONSIDERATIONS:**

The City had budgeted for the watermain relocation which is now being paid for by MODOT, saving the City \$270,000.

**ATTACHMENTS:**

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

**BILL NO. 2896-21**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO HIGHWAY 169 AND 188<sup>th</sup> STREET, IN THE CITY OF SMITHVILLE CONSISTING OF PAVEMENT IMPROVEMENTS, SHOULDER ADDITIONS, LANE WIDENING, TURN LANES, SIGHT DISTANCE DRAINAGE IMPROVEMENTS AND RELOCATION OF THE CITY'S WATERMAIN**

**WHEREAS**, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire public improvements to be completed on Highway 169 and 188<sup>th</sup> Street; and

**WHEREAS**, The Commission will complete the improvements consisting of pavement improvements, shoulder additions, lane widening, turn lane additions, sight distance, drainage improvements and the relocation of the City's water main; and

**WHEREAS**, the City of Smithville agrees to grant the Commission the right to use the City's rights-of-way of public roads, streets, and alleys and any other property owned by the City necessary for the construction of the public improvements and to relocate the City's watermain.

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

Section 1. That the Mayor is authorized and directed to execute the Missouri Highways and Transportation Commission Municipal Agreement and Utility Agreement for public improvements to be completed on Highway 169 and 188<sup>th</sup> Street, in the City of Smithville.

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

PASSED THIS 5<sup>th</sup> DAY OF APRIL, 2021

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 04/05/2021  
Second Reading: 04/05/2021

CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 04/20 (BDG)  
Modified:

Municipal Agreement  
Route: 169  
County: Clay  
Job No.:J4P3295

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT**

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 169, Clay County, Job No. J4P3295 shall consist of improving sight distance, adding left turn lanes for northbound and southbound US 169, adding a northbound offset right turn lane on US 169 and realign 188<sup>th</sup> Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 81+31.10, a point approximately 1108.76 feet north of the intersection at 188<sup>th</sup> Street, running in a generally southerly direction along existing US 169 to Station 98+94.27, a point approximately 654.41 feet south of the intersection at 188<sup>th</sup> Street. Length of improvement within city is 1763.17 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4P3295.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of

public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such

removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street

that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.



(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's City Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Mayor  
City of Smithville  
107 W Main St  
Smithville, MO 64089

(B) To the Commission:

District Engineer  
MoDOT-KC District  
600 NE Colbern Road  
Lee's Summit, MO 64086  
Phone: 816-622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*

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

Executed by the City this on 2021-03-11 | 10:12 AM CST (DATE).

Executed by the Commission this on \_\_\_\_\_ (DATE)

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

City of Smithville

By: \_\_\_\_\_

Title: Mayor

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

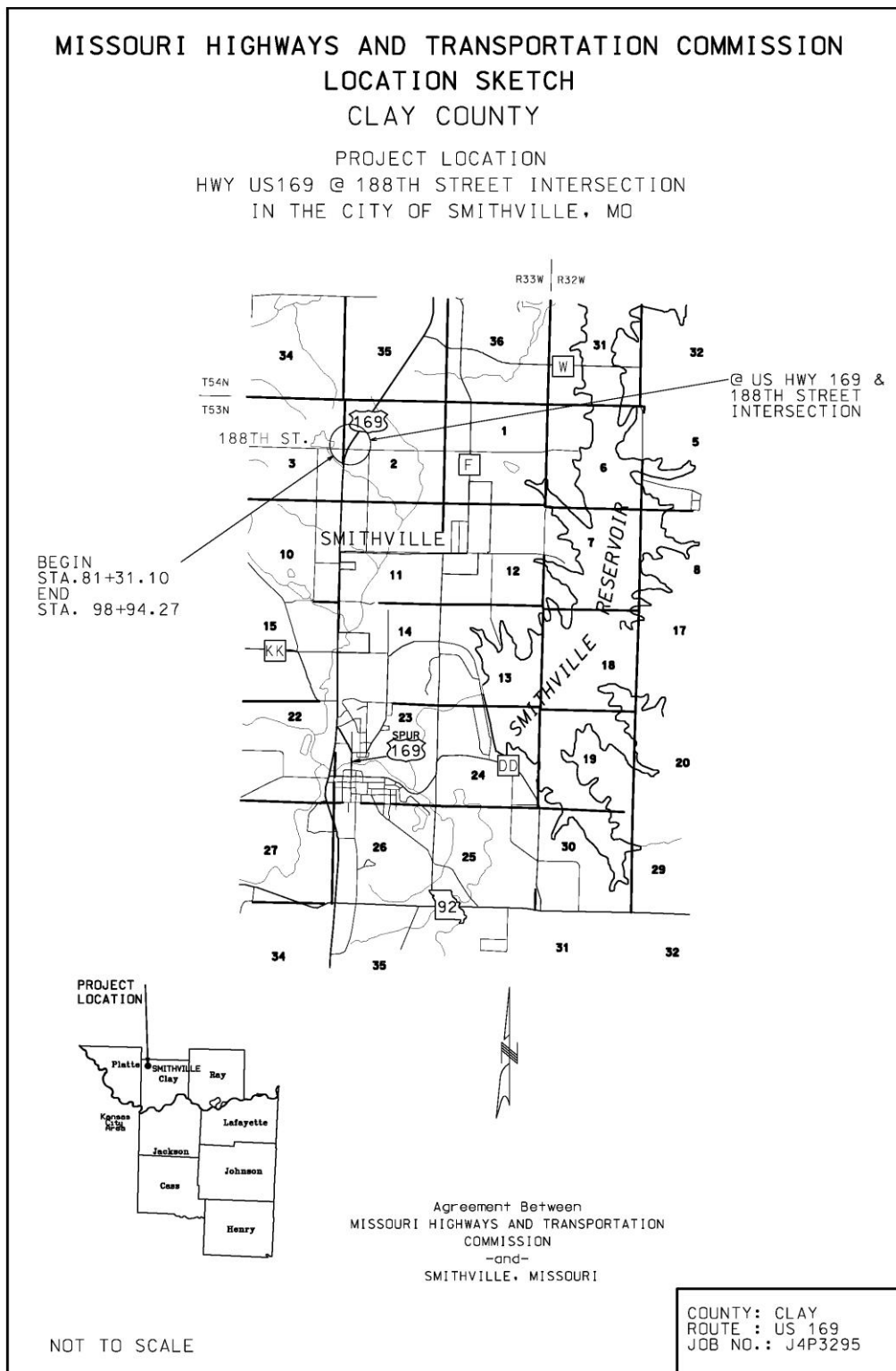
By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number \_\_\_\_\_

DocuSigned by:  
*Damien Boley*  
#C09AD6BCCC04DB...

## Exhibit A



## Certificate Of Completion

Envelope Id: 2870A12184FB49C7A9E350A7F8BA50A1

Status: Sent

Subject: Please DocuSign: 2021-01-60809.pdf

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Juan Yin

AutoNav: Enabled

1860 Michael Faraday Drive

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

Juan.Yin@modot.mo.gov

IP Address: 168.166.80.221

## Record Tracking

Status: Original

Holder: Juan Yin

Location: DocuSign

3/10/2021 8:24:22 AM

Juan.Yin@modot.mo.gov

## Signer Events

Damien Boley

Mayor@smithvillemo.org

Mayor

Security Level: Email, Account Authentication (Optional), Access Code

## Signature

DocuSigned by:  
  
4C09AD6BCCC04DB...

Signature Adoption: Pre-selected Style

Using IP Address: 24.31.247.119

Signed using mobile

## Timestamp

Sent: 3/10/2021 9:44:37 AM

Viewed: 3/11/2021 10:11:15 AM

Signed: 3/11/2021 10:12:19 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/11/2021 10:11:15 AM

ID: 1f154f80-6b82-4d3c-a4b9-487b6ef1cbe4

Bryce D. Gamblin

Bryce.Gamblin@modot.mo.gov

Senior Administrative Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

Sent: 3/11/2021 10:12:21 AM

Viewed: 3/11/2021 10:15:17 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric E. Schroeter

Eric.Schroeter@modot.mo.gov

Security Level: Email, Account Authentication (Optional)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Pamela J. Harlan

pamela.harlan@modot.mo.gov

Security Level: Email, Account Authentication (Optional)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Charles F. Soules csoules@smithvillemo.org Finance Director Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Dana L. Kaiser Dana.Kaiser@modot.mo.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Sharon Monroe Sharon.Monroe@modot.mo.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/10/2021 9:44:37 AM Viewed: 3/10/2021 9:51:40 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2021 9:44:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**Missouri Highways and Transportation Commission  
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at [mhtc@modot.mo.gov](mailto:mhtc@modot.mo.gov) or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party



of their intent to cancel this agreement.

**By checking the I Agree button, I confirm that:**

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

CCO Form: UT04  
Approved: 01/98 (BDG)  
Revised: 04/20 (BDG)  
Modified:

Route US-169  
County Clay  
Job No. J4P3295

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
UTILITY AGREEMENT-ACTUAL COST**

(For Utility Work That is to be Included in the  
Missouri Highways and Transportation Commission's Road Project)

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

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve a section of state highway designated as Job No. J4P3295, Route US-169, Clay County, in the vicinity 188<sup>th</sup> Street, in accordance with certain road plans on file in the office of the County Clerk of Clay County, Missouri; and

WHEREAS, in order to improve said highway in accordance with said plans it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of the City, such changes being generally shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

(1) RELEASE: The City releases to the Commission such right, title, and interest which the City may have in and to the right of way of said state highway, as specifically described in a separate easement.

(2) COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR): The City agrees that the detail plan and estimate of cost for the required adjustment of City's facilities has been prepared in accordance with the provisions of the 23 CFR 645, as amended, which by reference are made a part of this Agreement.

(3) UTILITY WORK TO BE INCLUDED IN COMMISSION'S PROJECT: The Commission hereby agrees to include, as part of its contract for the public improvement contemplated above, all labor, equipment, and materials necessary to adjust the City's utility facilities in accordance with plans and specifications prepared by the City and approved by the Commission. The plans and specifications shall be furnished to the Commission in sufficient time for the Commission to include them in the public

improvement contract. The plans, specifications and estimate of cost shall be used by the Commission to establish funding for this project. The Commission will advertise the public improvement, receive bids, and award a contract for the public improvement in accordance with its normal practice for awarding contracts for highway construction.

(4) NOTICE OF CONTRACT PRICE: Upon execution of the contract for construction of highway improvements, the Commission shall notify the City of the contract unit price for installation of said utility facility.

(5) CITY CONTRACTING OPTION: If the City has an obligation for part of the cost as shown in Paragraph (8)(A) and it determines the contract unit prices in paragraph (4) are excessive, the City shall inform the Commission that it will arrange for the relocation work to be performed by its contractor. The City's contractor shall be ready to perform the relocation work and shall coordinate the work with the Commission's contractor so there are no delays to the Commission contractor's work schedule.

(6) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the City agrees that changes in the costs will be covered by a change order having approval of the City, Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in 23 CFR 645.

(7) MAINTENANCE: Upon completion of the project, the utility facilities will become the property of the City and the City agrees to accept responsibility for all maintenance work thereon. All obligations of the Commission under this Agreement shall thereupon cease and terminate. The City shall maintain such property in a way that no personal or property damage occurs to the Commission or the general public. The City shall indemnify and save harmless the Commission from damages or injuries resulting from City maintenance of the property. Any future work on the adjusted facilities requiring excavation or any future maintenance work in or under Commission right of way will be performed in accordance with the terms of a permit that will be issued to the City by Commission's District Engineer for such work.

(8) COST: The obligation toward cost of work under this Agreement is as follows:

(A) Obligations: The total cost of the utility adjustment is estimated to be \$368,225. The Commission's obligation toward the cost of this work shall be 100% of the actual cost thereof, which obligation is now estimated to be \$368,225. The City's obligation toward the cost of this work shall be 0% of the actual cost thereof, which obligation is now estimated to be \$0. The Commission's obligation shall extend only to those costs incurred under the provisions of 23 CFR 645.

(9) DEPOSITED FUNDS: The City agrees that all funds deposited by it with the Commission under this Agreement may be commingled by the Commission with similar monies deposited from other sources. Such deposits may be invested at the discretion of the Commission in such investments allowed for other state funds. All

interest income shall be payable to the fund and credited to the City on its pro rata share of the investment. If the amount deposited with the Commission shall be less than the actual obligation of the City, any interest credited to the City shall be used by the Commission in fulfillment of the City's obligation. If the actual cost of the City's obligation exceeds both the deposit and interest accrued, the City shall, upon written request by the Commission's District Engineer, forward to the Commission any amount necessary to pay the actual cost of the City's obligation under this Agreement. If the actual cost of the City's obligation is less than the deposit and interest accrued, the excess amount shall be refunded to the City.

(10) COMMISSION'S USE OF CITY'S EASEMENT: The City agrees to allow the Commission's contractor and sub-tier contractors access to the City's easements to make the adjustment to the City's facilities. The City agrees to acquire and allow access to temporary construction easements to make the necessary utility adjustments.

(11) AUDIT OF RECORDS: The City shall require its staff and consulting engineer to accumulate and retain detailed and accurate account of all labor, supplies, incidentals, and necessary costs involved with design and construction engineering for utility facilities as stated in paragraph 8. These records must be available to the Commission during this contract period and any extension thereof, and for three (3) years from the date of final payment at no cost to the Commission.

(12) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of reimbursable engineering and other eligible City costs to the Commission within sixty (60) days or as mutually agreed to by the Commission's resident engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote timely processing by the Commission. The Commission's resident engineer will process the final invoice as soon as possible after receipt of the final invoice. The Commission's resident engineer will submit a final invoice to the City for its obligation of the total cost of the utility work.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) COMMISSION REPRESENTATIVE: The Commission's resident engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(15) CITY REPRESENTATIVE: The City will provide a duly authorized representative to perform inspection and approve changes to the plan of adjustment which may add or delete work from this Agreement. The resident engineer's staff will provide inspection for the adjustment of the City's facilities.

(16) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(17) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) BUY AMERICA REQUIREMENT COMPLIANCE: The City agrees to abide by the provisions of the Buy America requirements as found in 23 USC 313 and 23 CFR 635.410 for the Commission's Federal-Aid Construction Program.

(A) Buy America Compliance Certification: The City certifies that when determining products/materials subject to Buy America requirements to use in the performance of this Agreement, it shall use only such products/materials for which it has received a certification from its supplier, or provider of construction services that procures the product/material, certifying compliance with Buy America requirements. This does not include products/materials for which waivers have been granted pursuant to 23 CFR 635.410 or those products/materials that are excluded from compliance with Buy America requirements in the Commission's Engineering Policy Guide 643. The City will not be required to provide the Commission copies of the supplier certification as part of this Agreement or with the final invoice of said Commission's Federal-Aid Highway Construction Project.

(B) Buy America Record Retention: The City agrees to retain all Buy America compliance documents obtained pursuant to paragraph (21)(A) above, for a period of time of no less than 3 years after the receipt of the final reimbursement for the project by FHWA of said Commission's Federal-Aid Highway Construction Project in accordance with 49 CFR 18.42 (b) and (c). All Buy America compliance documents shall be made available upon request of, and at no cost to, the Commission and/or Federal Highway Administration.

*[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]*

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

Executed by the City \_\_\_\_\_(DATE).

Executed by the Commission \_\_\_\_\_(DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Smithville, Missouri

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Corporate Seal [if applicable]

Ordinance No. \_\_\_\_\_[if applicable]

**ACKNOWLEDGMENT BY CITY**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      ss

On this \_\_\_\_\_ (date), before me, the undersigned notary, appeared remotely pursuant to 486.600 through 486.1205 RSMo \_\_\_\_\_ (name), proved to me through identification documents, and did say that he/she is the \_\_\_\_\_ (title) of the City of \_\_\_\_\_ and that the foregoing instrument was signed and sealed on behalf of the City of \_\_\_\_\_ and that he/she acknowledged said instrument to be the free act and deed of the City of \_\_\_\_\_ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      ss

On this \_\_\_\_\_ (date), before me, the undersigned notary, appeared pursuant to 486.600 through 486.1205 RSMo \_\_\_\_\_ (name) proved to me through identification documents, and did say that he/she is the \_\_\_\_\_ (title) of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said \_\_\_\_\_ (name) acknowledged said instrument to be the free act and deed of said Commission.

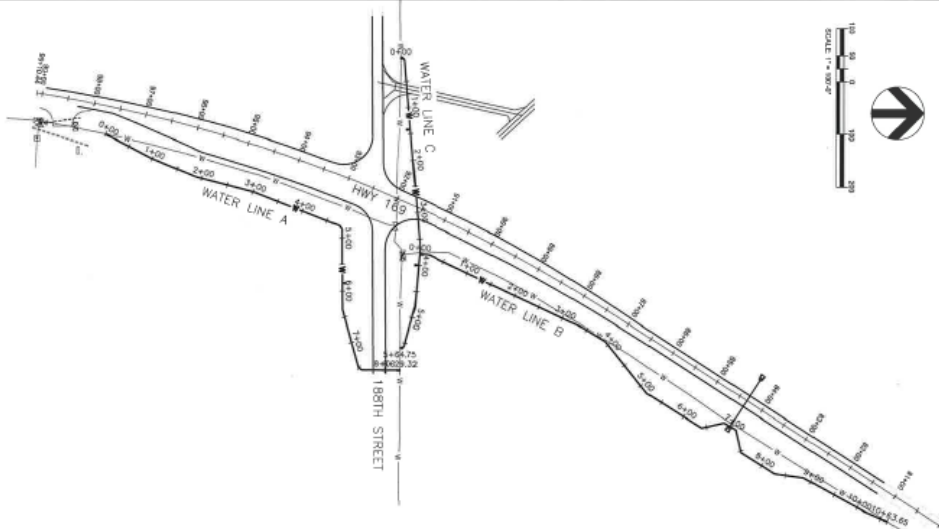
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**NOTES**

- [illegible]

WATER LINE GENERAL NOTES AND LAYOUT

105 WEST CAPITOL  
JEFFERSON CITY, MO 65102  
1-888-ASK-MODOT (1-888-275-6636)

[illegible]

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED

**EXHIBIT B**

		UTILITY AGREEMENT					
		12" WATERLINE RELOCATION					
		CITY OF SMITHVILLE					
		JOB NO. J4P3295					
<b>COST BREAKDOWN</b>							
				<b>CITY</b>		<b>Commission</b>	
Labor				\$ -		\$0.00	
Equipment				\$ -		\$ -	
Material				\$ -		\$368,225.00	
Engineering						\$0.00	
Subtotal				\$ -		\$368,225.00	
Engineering and Constr. Mgmt.		10%		\$ -		\$ -	
Totals				\$ -		\$368,225.00	
CITY Responsibility				0.00%			
Commission Responsibility				100.00%			



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Public Works/Finance

**AGENDA ITEM:** Approve Bill No. 2897-21, FY21 Budget Amendment No. 4

---

### **RECOMMENDED ACTION:**

A motion to approve Bill No. 2897-21, FY21 Budget Amendment No. 4. It is recommended that this be read both first and second reading by title only as an Emergency Ordinance sponsored by Mayor Boley.

### **SUMMARY:**

The FY2021 Capital Improvement Program includes \$410,000 in the Transportation Sales Tax Fund. The recommended bid to complete the program, as noted in Resolution 905, came in at \$624,245. Of this amount, \$19,250 is allocated to complete a driveway to the soccer parking lot, which will be funded from the Park & Stormwater Sales Tax Fund. This leaves \$604,795 to be funded with Transportation Sales Tax.

Since the Street Maintenance Program will cost about \$605,000 and had an original budget of \$410,000, there is an overage of about \$195,000. However, as noted in Resolution 905, the construction of the salt dome will be aligned with the construction of the new Parks & Recreation/Public Works facility, which saves about \$100,000 in the FY2021 Budget. By aligning the construction of both facilities, \$100,000 would be saved, which decreases the amount of necessary budget authority needed to complete the Street Maintenance Program for 2021. It is expected that \$100,000 in budget authority would be required to adequately fund the 2021 Street Maintenance Program in the Transportation Sales Tax Fund.

This Ordinance has been sponsored as an emergency ordinance by Mayor Boley in order to provide funds for this project in a timely manner.

### **PREVIOUS ACTION:**

### **POLICY ISSUE:**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS:**

Amend the FY21 Budget

**ATTACHMENTS:**

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

**BILL NO. 2897-21**

**ORDINANCE NO. XXXX-21**

**AN ORDINANCE AMENDING THE FY21 OPERATING BUDGET TO ADD \$100,000 TO THE EXPENDITURE BUDGET**

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

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

**WHEREAS**, amendments to the Transportation Sales Tax Fund are required at this time.

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

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

- \$100,000 in expenditures in the Transportation Sales Tax Fund

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 4/5/2021

Second Reading: 4/5/2021



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2898-21, Annexation of Lot 4 Lakeside Crossing - 15719 North Chestnut – 1<sup>st</sup> Reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2898-21 for First reading by title only.

**SUMMARY:**

Approving this ordinance would annex Lot 4 of Lakeside Crossing 1<sup>st</sup> Plat into the City.

**BACKGROUND:**

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

**PREVIOUS ACTION:**

none

**POLICY ISSUE:**

Annexation

**FINANCIAL CONSIDERATIONS:**

Would increase general tax revenues and reduce sewer use fees.

**ATTACHMENTS:**

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

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

**WHEREAS**, on the 17<sup>th</sup> day of March 2021, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

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

**WHEREAS**, a public hearing concerning said matter was held at City Hall in Smithville, Missouri, at the hour of 7 p.m. on the 5<sup>th</sup> day of April 2021; and

**WHEREAS**, notice of said public hearing was given by publication of notice hereof on the 18<sup>th</sup> day of March 2021 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

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

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

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

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

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

Lot 4, Lakeside Crossing 1<sup>st</sup> Plat

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

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

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

PASSED THIS \_\_\_\_ DAY OF APRIL 2021.

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Damien Boley, Mayor

ATTEST

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Linda Drummond  
City Clerk

First Reading: 04/05/2021

Second Reading / /





## **Voluntary Annexation**

### **Staff Report**

April 5, 2021

Annexation of Parcel Id #05-908-00-02-004.00

**Bill No. 2897-21**

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#### Application for Voluntary Annexation of Land to the City

Code Sections: State Law Section 71-012 Annexation

Property Information: Address: 15719 North Chestnut Street

Owner: Gary and Lisa Duddy

Notice Date: March 18, 2021

#### GENERAL DESCRIPTION:

The applicant seeks to annex Lot 4 of Lakeside Crossing into the city.

#### COMPLIANCE WITH COMPREHENSIVE PLAN

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

#### CONTIGUOUS AND COMPACT

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

#### ABILITY TO PROVIDE SERVICES

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

#### STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed annexation.

Respectfully Submitted,

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Zoning Administrator

## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2899-21, Annexation of Lot 12 Lakeside Crossing – 2416  
Northeast 157<sup>th</sup> Terrace – 1<sup>st</sup> Reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2899-21 for First reading by title only.

**SUMMARY:**

Approving this ordinance would annex Lot 12 of Lakeside Crossing 1<sup>st</sup> Plat into the City.

**BACKGROUND:**

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

**PREVIOUS ACTION:**

none

**POLICY ISSUE:**

Annexation

**FINANCIAL CONSIDERATIONS:**

Would increase general tax revenues and reduce sewer use fees.

**ATTACHMENTS:**

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

**BILL NO. 2898-21**

**ORDINANCE NO. XXXX-21**

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

**WHEREAS**, on the 10<sup>th</sup> day of March 2021, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

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

**WHEREAS**, a public hearing concerning said matter was held at City Hall in Smithville, Missouri, at the hour of 7 p.m. on the 5<sup>th</sup> Day of April 2021; and

**WHEREAS**, notice of said public hearing was given by publication of notice hereof on the 18<sup>th</sup> day of March 2021 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

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

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

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

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

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

Lot 12, Lakeside Crossing 1<sup>st</sup> Plat

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

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

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

PASSED THIS \_\_\_\_ DAY OF APRIL 2021.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST

\_\_\_\_\_  
Linda Drummond  
City Clerk

First Reading:        04/05/2021

Second Reading       / /



**Voluntary Annexation  
Staff Report**

April 5 2021

Annexation of Parcel Id #05-908-00-03-034.00

**Bill No. 2898-21**

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Application for Voluntary Annexation of Land to the City

Code Sections: State Law Section 71-012 Annexation

Property Information: Address: 2416 NE 157<sup>th</sup> Ter.  
Owner: Alan and Nicole Bibler

Notice Date: March 18, 2021

**GENERAL DESCRIPTION:**

The applicant seeks to annex Lot 12 of Lakeside Crossing into the city.

**COMPLIANCE WITH COMPREHENSIVE PLAN**

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

**CONTIGUOUS AND COMPACT**

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

**ABILITY TO PROVIDE SERVICES**

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

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the proposed annexation.

Respectfully Submitted,

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Zoning Administrator

**BILL NO. 2900-21**

**ORDINANCE NO. XXXX-21**

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

**WHEREAS**, on the 9th day of March 2021, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

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

**WHEREAS**, a public hearing concerning said matter was held at City Hall in Smithville, Missouri, at the hour of 7 p.m. on the 5<sup>th</sup> Day of April 2021; and

**WHEREAS**, notice of said public hearing was given by publication of notice hereof on the 18<sup>th</sup> day of March 2021 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

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

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

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

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

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

Lot 34, Lakeside Crossing 1<sup>st</sup> Plat

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

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

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

PASSED THIS \_\_\_\_ DAY OF APRIL 2021.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST

\_\_\_\_\_  
Linda Drummond  
City Clerk

First Reading:        04/05/2021

Second Reading        /   /



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Police

**AGENDA ITEM:** An Ordinance Ammending Schedule VII- Stop Signs

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**RECOMMENDED ACTION:**

Approval of Bill 2901-21 will amend Schedule VII- Stop Signs, of the Municipal Code of Ordinancex

**SUMMARY:**

With the prograss made on the Main Street Trails Project, additional Stop Signs will be needed at the intersection of Main Street and Liberty Road. Bill 2901-21 will add the following locations to Schedule VII- Stop Signs:

Main Street, the Southwest corner at Liberty Road  
Main Street, the Northeast corner at Liberty Road  
Liberty Road, the Northwest corner, at Main Street

**PREVIOUS ACTION:**

This schedule was last upadate in 2018.

**POLICY ISSUE:**

Public Safety

**FINANCIAL CONSIDERATIONS:**

Budget Item.

**ATTACHMENTS:**

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



**BILL NO. 2901-21**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SCHEDULE VII – STOP SIGNS OF THE CODES OF ORDINANCES.**

**WHEREAS**, the City of Smithville, Missouri Code of Traffic Ordinances regulates the placement of stop signs in certain locations; and

**WHEREAS**, recent installation of a walking trail has required the City of Smithville, Missouri to update the existing Code of Traffic Ordinances Schedule VII for the placement of stop signs at certain locations; and

**WHEREAS**, the safe passage of citizens traveling on the streets of Smithville is supported by the proper placement of stop signs at certain locations; and

**WHEREAS**, the Police Department and the Board of Alderman have considered the requirements and determined that it is in the best interest of the City of Smithville to amend Schedule VII of the Traffic Code of the City of Smithville.

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

Section 1. The following locations are hereby added to Schedule VII, Stop Signs of the Code of Ordinances:

Main Street, the Southwest corner at Liberty Road  
Main Street, the Northeast corner at Liberty Road  
Liberty Road, the Northwest corner, at Main Street

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

PASSED THIS \_\_\_\_\_ DAY OF APRIL 2021.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 4/05/2021

Second Reading: / /



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Bill No. 2902-21 – Amending the Public Facility Use Policy

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### **RECOMMENDED ACTION:**

Motion to Approve Bill No. 2902-21 Changes to the Public Facility Use Policy

### **SUMMARY:**

The Public Facility Use Policy governs use of public facilities pursuant to Section 105.030 of the Municipal Code. The purpose of this policy is to provide access fairly and reasonably to City facilities for the Smithville community. It is the goal of the City to balance the needs of users to reserve facilities for exclusive use, and the needs and expectations of residents so they will have access to City facilities for their use. The primary purpose of public parks is for the use and enjoyment of City residents.

The Public Facility Use Policy was last revised in 2015. Since then, the facility reservation and event process has changed for the convenience of Smithville residents. Staff reviewed the policy and identified recommendations that reflect how facilities and events are currently handled. Based on Board feedback and direction at the March 2, 2021 Work Session staff updated the policy to be approved.

Staff recommends approving the changes to the Public Facility Use Policy.

### **PREVIOUS ACTION:**

### **POLICY ISSUE:**

Click or tap here to enter text.

### **FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

### **ATTACHMENTS:**

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

**BILL NO. 2902-21**

**ORDINANCE NO.**

**AN ORDINANCE REPEALING THE PUBLIC USE FACILITY POLICY AND ENACTING IN ITS PLACE A NEW PUBLIC USE FACILITY POLICY**

**WHEREAS**, the City of Smithville has adopted and set forth a Public Facility Use Policy that governs use of public facilities pursuant to Section 105.030 of the Municipal Code ; and

**WHEREAS**, the Public Facility Use Policy provides for fair and reasonable access to City facilities for the Smithville community; and

**WHEREAS**, recommended changes to the Public Facility Use Policy were presented to the Board of Alderman at a work session held on March 2, 2021; and

**WHEREAS**, the Board of Aldermen of the City of Smithville desires to adopt the following changes to the existing Public Facility Use Policy which should be followed by the City.

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

Section 1. That the previous policy adopted by the Board of Alderman on this date by this ordinance is hereby repealed and a new policy to be titled and numbered as follows shall be enacted:

**I. Purpose**

The Facility Use Policy governs use of public facilities pursuant to Section 105.030 of the Municipal Code. The purpose of this policy is to provide access fairly and reasonably to City facilities for the Smithville community. It is the goal of the City to balance the needs of users to reserve facilities for exclusive use, and the needs and expectations of residents so they will have access to City facilities for their use. The primary purpose of public parks is for the use and enjoyment of City residents. Uses which will substantially impair the rights of the public in general to use public facilities in favor of specific individuals or groups should not be permitted.

**II. Requirements for Use**

**a. Availability**

Facilities are available for general reservation on a first-come, first-served basis. Planned parties must make a reservation prior to use. The City reserves the right to determine which days, times, and facilities are reserved based on other scheduled use, wear, and maintenance issues. The City does not give priority to returning reservations.

**III. Facilities**

All facilities can be reserved through [www.smithvilleparksrec.com/reservations](http://www.smithvilleparksrec.com/reservations)

For all Special Events and Tournaments please contact the Parks and Recreation Department.

Reservations open on January 1 for the full calendar year.

**a. Indoor Facilities:**

**Senior Center**

The primary use of this facility is for the Smithville Senior Citizens. The facility may be reserved during hours of operation not reserved under the lease with the Smithville Senior Citizens. For recurring reservations, please contact the Parks and Recreation Department.

**b. Outdoor Facilities:**

**Courtyard Park**

Courtyard Park should be reserved for all organized parties or events. When the park is not reserved, it may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

**Helvey Park Shelter House**

Helvey Park Shelter House should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

**Heritage Park Shelter Houses**

Heritage Park Shelter House should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

**Smith's Fork Park Shelter Houses**

Smith's Fork Park Shelter Houses should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

**Smith's Fork Park Girl Scout Shelter House**

Smith's Fork Park Girl Scout Shelter House should be reserved for all organized parties or events. When the shelter house is not reserved, it may be used by the

public for walk-on private party activities during park hours per the Smithville Park Regulations.

**Smith's Fork Park Boy Scout Camping Area**

Use of the Smith's Fork Park Boy Scout Camping Area requires a reservation. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Smith's Fork Campground**

Use of the Smith's Fork Campground requires a reservation. If campsites are needed for an event, an occupancy rate is determined by using the average campground occupancy per day based on the previous season.

### **C. Sports Fields**

All sports fields can be reserved through [www.smithvilleparksrec.com/reservations](http://www.smithvilleparksrec.com/reservations)

Reservations open on January 1 of the calendar year and can be reserved for up to three months at a time.

Field maintenance is mandatory and will be provided by the Smithville Parks and Recreation Department during weekday hours of 7:00 AM – 3:00 PM.

### **Heritage Park Baseball Fields**

Heritage Park Baseball Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk.. Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting will only be turned on for special events approved by the Parks and Recreation Department.

After March 31 availability will be blocked for City Recreation programs for Baseball/Softball and T-Ball. Availability will be opened back up once the practice and game times and dates are scheduled.

### **Smith's Fork Park Baseball Fields**

Smith's Fork Park Baseball Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting will only be turned on for special events approved by the Parks and Recreation Department.

### **Smith's Fork Park Soccer Fields**

Smith's Fork Park Soccer Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk.

Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information.

Reservations will be opened during the Spring and Fall Smithville Recreational Soccer Season. Fields will be marked and maintained during those times. Soccer fields may be reserved during facility hours not reserved by Smithville Recreational Soccer teams.

### **Smith's Fork Park Football Field**

Smith's Fork Park Football Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting is not available to the public.

Football Field is unavailable August – November for contract use by the Smithville Youth Football program.

## **IV. Rate Categories**

The following categories are utilized only for the purpose of determining fees and charges for events. All events will be charged as a Category II unless documentation required is submitted stating a sponsorship with the City.

Misrepresentation of any event category will result in loss of an organization's category status, all deposits and/or fees paid and may jeopardize future reservations.

**Category I – City or City Co-Sponsor:** A Joint Use Agreement with the City is required. Generally, applicants do not pay rental fees unless the event imposes additional expenses to the City.

**Category II - Other:** Subject to any fees according to the Schedule of Fees.

## **V. Permits for Parades and Special Events**

### **a. Parades**

A parade is defined as any parade, march, race, walk or procession, or any similar event, in or upon any public street, pursuant to Section 520.100 of the Municipal Code.

### **Standards of Issuance**

A parade permit shall be issued under the following considerations:

The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper police protection of areas contiguous to such assembly areas;

The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance; and

The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.

### **Exceptions**

This article shall not apply to:

Funeral or wedding processions.

Students going to and from school classes or participating in education activities, providing such conduct is under the immediate discretion and supervision of the proper school authorities; or

A governmental agency acting within the scope of its functions.

### **b. Special Events**

A special event is defined as any ceremony, show, exhibition, festival, pageant or gathering, or any similar event, in or upon any public street, pursuant to Section 520.100 of the Municipal Code.

### **Standards of Issuance**

A special event permit shall be issued under the following considerations:

The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

The concentration of persons, animals and vehicles at assembly points of the special event will not unduly interfere with proper police protection of areas contiguous to such assembly areas; and

The conduct of the special event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

### **Exceptions**

This article shall not apply to:

Funeral or wedding processions.



Students going to and from school classes or participating in education activities, providing such conduct is under the immediate discretion and supervision of the proper school authorities; or

A governmental agency acting within the scope of its functions.

## **VI. Signs and Advertisement**

### **a. Posting Signs in City Parks**

Applicants requesting to display signs at City parks and facilities during reservations are subject to the sign requirements outlined in Section 400.505 of the Municipal Code. Requests must be approved during the application process. Signs must be removed at the end of the reservation.

### **b. Advertisements**

For any event that will be advertised to the public, the following disclaimer is required to be printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Smithville.

## **VII. Application and Cancellations**

### **a. Applications**

An applicant applying on behalf of an organization must be authorized by that organization to reserve facilities.

Applications and all required documentation should be submitted at least thirty (30) calendar days prior to the requested reservation date. Requests received outside this timeframe may be granted only if time and conditions allow. An approved application does not guarantee access to the facility. A facility is not considered reserved until payment is received in full.

Applicants have the ability to re-schedule within 7 days of making the initial reservation.

### **b. Changes and Cancellations**

The City will not be held financially or legally responsible for consequences experienced by users due to circumstances beyond the City's control, including, but not limited to inclement weather, natural disasters and naturally occurring health hazards. The City reserves the right to cancel or reject current and future reservations due to the misrepresentation, misuse of facilities, flagrant violation of policies and regulations, or mistreatment of staff.

### **c. Changes**

Changes include, but are not limited to any adjustment to time, number of attendees etc.

Only one change per application with a 48-hour advanced notice will be processed.

### **d. Cancellations**

Cancellations are defined as discontinuing a reservation and not rescheduling. Cancellations must be made more than thirty (30) days prior to the event.

Cancellations made less than thirty (30) days prior to the original reservation date forfeit all fees paid (excluding deposits). No shows are considered cancellations.

**e. Deposits**

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposits.

The City reserves the right to bill the applicant for damages and costs incurred above the deposit amount.

**f. Insurance**

Liability insurance coverage in the amount of \$2,000,000 per occurrence is required for outdoor events consisting of 100 or more people. Any event requiring such liability insurance must provide a copy of the certificate of insurance and a separate endorsement page naming the City of Smithville as additionally insured. Events held at Smith's Fork Park facilities also require the Army Corps of Engineers to be listed as additional insured.

A City of Smithville "Hold Harmless Agreement" is required as part of the application.

**VIII. Alcohol Use**

**a.** Alcohol is prohibited for indoor facility permits.

**b.** Completion of the Alcohol section of the Special Event Application and a Temporary Liquor License will need to be reviewed and approved by the Chief of Police and Board of Alderman for events serving alcoholic beverages. Security is required for all events serving alcoholic beverages.

**c.** Any person or group wishing to serve alcoholic beverages at an outdoor facility will be required to prove bartenders are at least twenty-one (21) years of age, with proof of completion of the State of Missouri Alcohol Responsibility Training (SMART) Online Server Training Program. Bartenders and serving attendants are not allowed to drink alcoholic beverages or be under the influence of alcohol while serving alcohol.

**e.** Alcohol may only be consumed within the authorized area, and not beyond the perimeters of these areas. (Alcohol use is not permitted on athletic fields or courts.)

**f.** The applicant is responsible for contacting the Missouri Department of Public Safety to obtain a license if alcohol is to be sold during the scheduled activity. A copy of all applicable liquor licenses must be provided.

**g.** Service to or consumption of alcoholic beverages by minors will result in immediate cancellation of the event without refund of fees. Alcohol is not allowed at events where the majority of participants are minors.

**h.** Alcoholic beverages may only be served within a designated area that is pre-approved by the City, pursuant to Section 600.070 of the Municipal Code.

**j.** Alcoholic service must be suspended one (1) hour prior to the ending time of the event. At last call, only one (1) drink per person will be allowed, and the serving cup size may not exceed ten (10) ounces.

## **IX. Smoking**

Smoking is prohibited in all indoor facilities. Smoking is only permitted in designated smoking areas for outdoor parks and facilities.

## **X. Security**

The City of Smithville reserves the right to require security at events held on City property. A security plan must be submitted for all parades and special events, subject to approval by the Police Department.

## **XI. Street Closings**

If an event will require the closure of any portion of City roadways (i.e., partial lane closures or complete road closures), a map and traffic control plan showing road and lane closures, delineation, and detour routes meeting the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) is required.

Certification that the applicant or sponsoring organization has notified in writing all owners, managers, or residents of property adjacent to the proposed street closing(s), to include 1) name of event; 2) name of sponsor organization, mailing address, and telephone number; 3) date of event; 4) starting and ending times; and 5) detailed description of streets to be closed.

### **a. Block Parties**

A Block Party is defined as barricading a specific portion of a residential street, denying access to the through-traffic for a purpose of allowing the residents who reside within the barricaded area to conduct a special event.

At least 60% of the residents who live in the blocked-off area must sign this application indicating they are in favor. Neighborhood block parties are to be conducted only between the hours of 7:00 a.m. and 10:00 p.m.

### **b. Reservation Times**

Reservation times requested on the application must include the entire time needed to prepare food, decorate, set-up before the event and to completely clean up after the event. Refunds or credits are not available for early departure from a scheduled reservation or for unused time or facility.

### **c. Festival Vendors**

If an event will have vendors present, the vendors are subject to Section 610.110 of the Municipal Code.

### **d. Structures**

If an event includes structures (i.e. bleachers, tents, stages, platforms, etc.), a site plan identifying the location of such structures, including electrical, plumbing, and sanitation plans is required as part of the application process.

Section 2. All future revision to this policy shall be made by Resolution of the Board of Alderman instead of by Ordinance.

Section 3. The existing policies and procedures as amended herein are the policies and procedures shall be in full force and effect upon from and after its passage by the Board of Alderman and approval by the Mayor.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the \_\_\_\_ day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 4/05/2021

Second Reading: / /

# City of Smithville Public Facility Use Policy

## I. Purpose

The Facility Use Policy governs use of public facilities pursuant to Section 105.030 of the Municipal Code. The purpose of this policy is to provide access fairly and reasonably to City facilities for the Smithville community. It is the goal of the City to balance the needs of users to reserve facilities for exclusive use, and the needs and expectations of residents so they will have access to City facilities for their use. The primary purpose of public parks is for the use and enjoyment of City residents. Uses which will substantially impair the rights of the public in general to use public facilities in favor of specific individuals or groups should not be permitted.

## II. Requirements for Use

### a. Availability

Facilities are available for general reservation on a first-come, first-served basis.

Planned parties must ~~should~~ make a reservation prior to use. The City reserves the right to determine which days, times, and facilities are reserved based on other scheduled use, wear, and maintenance issues. The City does not give priority to returning reservations.

## III. Facilities

All facilities can be reserved through [www.smithvilleparksrec.com/reservations](http://www.smithvilleparksrec.com/reservations)

For all Special Events and Tournaments please contact the Parks and Recreation Department.

Reservations open on January 1 for the full calendar year.

### a. Indoor Facilities:

#### Senior Center

The primary use of this facility is for the Smithville Senior Citizens. The facility may be reserved during hours of operation not reserved under the lease with the Smithville Senior Citizens. For re-occurring reservations, please contact the Parks and Recreation Department.

#### ~~City Hall Meeting Room~~

~~The City Hall Meeting Room is a government facility. The primary use of this facility is for City functions. To protect the integrity of the City Hall Meeting room and preserve~~

~~space for government functions, while allowing citizen access for civic function, the City Hall Meeting Room may be available for use. Category I or Category II facility users in good standing.~~

## **d.b. Outdoor Facilities:**

### **Courtyard Park**

Courtyard Park should be reserved for all organized parties or events. When the park is not reserved, it may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Helvey Park Shelter House**

Helvey Park Shelter House should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Heritage Park Shelter Houses**

Heritage Park Shelter House should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Smith's Fork Park Shelter Houses**

Smith's Fork Park Shelter Houses should be reserved for all organized parties or events. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Smith's Fork Park Girl Scout Shelter House**

Smith's Fork Park Girl Scout Shelter House should be reserved for all organized parties or events. When the shelter house is not reserved, it may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Smith's Fork Park Boy Scout Camping Area**

Use of the Smith's Fork Park Boy Scout Camping Area requires a reservation. When the shelter houses are not reserved, they may be used by the public for walk-on private party activities during park hours per the Smithville Park Regulations.

### **Smith's Fork Campground**

Use of the Smith's Fork Campground requires a reservation. If campsites are needed for an event, an occupancy rate is determined by using the average campground occupancy per day based on the previous season.

## **e.c. Sports Fields**

All sports fields can be reserved through [www.smithvilleparksrec.com/reservations](http://www.smithvilleparksrec.com/reservations)

Reservations open on January 1 of the calendar year and can be reserved for up to three months at a time.

Field maintenance is mandatory and will be provided by the Smithville Parks and Recreation Department during weekday hours of 7:00 AM – 3:00 PM.

### **Heritage Park Baseball Fields**

Heritage Park Baseball Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. ~~Sports fields are available for the sole use of the customer and may not be shared with others without approval by the City.~~ Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting will only be turned on for special events approved by the Parks and Recreation Department.

After March 31 availability will be blocked for City Recreation programs for Baseball/Softball and T-Ball. Availability will be opened back up once the practice and game times and dates are scheduled.

### **Smith's Fork Park Baseball Fields**

Smith's Fork Park Baseball Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. ~~Sports fields are available for the sole use of the customer and may not be shared with others without approval by the City.~~ Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting will only be turned on for special events approved by the Parks and Recreation Department.

### **Smith's Fork Park Soccer Fields**

Smith's Fork Park Soccer Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. ~~Sports fields are available for the sole use of the customer and may not be shared with others without approval by the City.~~ Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department. Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information.

Reservations will be opened during the Spring and Fall Smithville Recreational Soccer Season. Fields will be marked and maintained during those times. Soccer fields may be reserved during facility hours not reserved by Smithville Recreational Soccer teams.

### **Smith's Fork Park Football Field**

Smith's Fork Park Football Fields are open to the public for walk-on private party activities during unreserved park hours. Walk-on use is not permitted after dusk. ~~Sports fields are available for the sole use of the customer and may not be shared with others without approval by the City. Sports Field reservations are available for the sole use of the customer and may not be traded, exchanged or resold without approval by the Parks and Recreation Department.~~ Organized use of City sports parks is prohibited without a permit. Contact the Parks and Recreation Department for more information. Sports field lighting is not available to the public.

Football Field is unavailable August – November for contract use by the Smithville Youth Football program.

## **IV. Rate Categories**

The following categories are utilized only for the purpose of determining fees and charges for events. ~~Category status is determined based upon the type of event and individual or group who is reserving. Category status is determined when the reservation application is approved.~~ All events will be charged as a Category ~~II~~ V unless documentation required is submitted stating a sponsorship with the City.

Misrepresentation of any event category will result in loss of an organization's category status, ~~and~~ all deposits and/or fees paid and may jeopardize future reservations.

### **Category I ~~A~~ – City or City Co-Sponsor**

#### **~~B – City co-sponsor:~~**

A Joint Use Agreement with the City is required. Generally, applicants do not pay rental fees unless the event imposes additional expenses to the City.

### **Category II ~~-~~ Other governmental entities**

~~Must provide a Letter of Authorization on letterhead from the governmental entity responsible for the event.~~

### **~~Category III – Smithville-incorporated non-profit entities~~**

~~Must submit the following items to maintain status:~~



- ~~-A copy of the organization's State of Missouri certification of good standing~~
- ~~-A copy of the organization's tax-exempt IRS 501(c)(3) letter~~
- ~~-Proof of a current City of Smithville Business License~~
- ~~-A Letter of Authorization on letterhead from the organization responsible for the event.~~

#### ~~Category IV Smithville incorporated for-profit entities, residents~~

~~Businesses must provide proof of a current City of Smithville Business License and a Letter of Authorization on letterhead from the entity responsible for the event. Residents must provide photo identification to provide proof of resident status.~~

#### ~~Category V Non-Smithville incorporated businesses, non-residents and any other individual or group not identified elsewhere~~

~~Subject to any fees according to the Schedule of Fees. Businesses using City facilities for commercial purposes must provide proof of a current City of Smithville Business License.~~

## V. Permits for Parades and Special Events

### a. Parades

A parade is defined as any parade, march, race, walk or procession, or any similar event, in or upon any public street, pursuant to Section 520.100 of the Municipal Code.

#### Standards of Issuance

A parade permit shall be issued under the following considerations:

The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper police protection of areas contiguous to such assembly areas;

The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance; and

The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.

#### Exceptions

This article shall not apply to:

Funeral or wedding processions.

Students going to and from school classes or participating in education activities, providing such conduct is under the immediate discretion and supervision of the proper school authorities; or

A governmental agency acting within the scope of its functions.

## **b. Special Events**

A special event is defined as any ceremony, show, exhibition, festival, pageant or gathering, or any similar event, in or upon any public street, pursuant to Section 520.100 of the Municipal Code.

### **Standards of Issuance**

A special event permit shall be issued under the following considerations:

The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

The concentration of persons, animals and vehicles at assembly points of the special event will not unduly interfere with proper police protection of areas contiguous to such assembly areas; and

The conduct of the special event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.

### **Exceptions**

This article shall not apply to:

Funeral or wedding processions.

Students going to and from school classes or participating in education activities, providing such conduct is under the immediate discretion and supervision of the proper school authorities; or

A governmental agency acting within the scope of its functions.

## **VI. Signs and Advertisement**

### **a. Posting Signs in City Parks**

Applicants requesting to display signs at City parks and facilities during reservations are subject to the sign requirements outlined in Section 400.505 of the Municipal Code.

Requests must be approved during the application process. Signs must be removed at the end of the reservation.

### **b. Advertisements**

For any event that will be advertised to the public, the following disclaimer is required to be printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Smithville.

## **VII. Application and Cancellations**

### **a. Applications**

An applicant applying on behalf of an organization must be authorized by that organization to reserve facilities.

Applications and all required documentation should be submitted at least thirty (30) calendar days prior to the requested reservation date. Requests received outside this timeframe may be granted only if time and conditions allow. ~~A nonrefundable application fee of 10% or \$25 (whichever is higher) is required at the time of application. Once an application has been approved, the fee will be applied toward reservation fees.~~ An approved application does not guarantee access to the facility. A facility is not considered reserved until payment ~~in full~~ is received in full.

Applicants have the ability to re-schedule within 7 days of making the initial reservation.

### **b. Changes and Cancellations**

The City will not be held financially or legally responsible for consequences experienced by users due to circumstances beyond the City's control, including, but not limited to inclement weather, natural disasters and naturally occurring health hazards. The City reserves the right to cancel or reject current and future reservations due to the misrepresentation, misuse of facilities, flagrant violation of policies and regulations, or mistreatment of staff.

### **c. Changes**

Changes include, but are not limited to any adjustment to time, number of attendees etc.

~~Only One~~ change per application with a 48-hour advanced notice will be processed ~~at no charge. Additional changes made will be charged an additional non-refundable application fee per change.~~

### **d. Cancellations**

Cancellations are defined as discontinuing a reservation and not rescheduling. Cancellations must be made more than thirty (30) days prior to the event. Cancellations made less than thirty (30) days prior to the original reservation date forfeit all fees paid (excluding deposits). No shows are considered cancellations.

### **e. Deposits**

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposits.

The City reserves the right to bill the applicant for damages and costs incurred above the deposit amount.

### **f. Insurance**

Liability insurance coverage in the amount of \$21,000,000 per occurrence is required for outdoor events consisting of 100 or more people. Any event requiring such liability insurance must provide a copy of the certificate of insurance and a separate endorsement page naming the City of Smithville as additionally insured. Events held at Smith's Fork Park facilities also require the Army Corps of Engineers to be listed as additional insured.

A City of Smithville "Hold Harmless Agreement" is required as part of the application.

~~Liquor liability insurance is required for all events serving alcoholic beverages.~~

## **~~IX~~. VIII. Alcohol Use**

**a.** Alcohol is prohibited for indoor facility permits.

**b.** ~~Completion of the Alcohol section of the Special Event Application and a Temporary Liquor License will need to be reviewed and approved by the Chief of Police and Board of Alderman for events serving alcoholic beverages. Liquor liability insurance and security are both~~ required for all events serving alcoholic beverages.

**c.** Any person or group wishing to serve alcoholic beverages at an outdoor facility will be required to prove bartenders are at least twenty-one (21) years of age, with proof of completion of the State of Missouri Alcohol Responsibility Training (SMART) Online Server Training Program. Bartenders and serving attendants are not allowed to drink alcoholic beverages or be under the influence of alcohol while serving alcohol.

**e.** Alcohol may only be consumed within the ~~facility or~~ authorized area, and not beyond the perimeters of these areas. (Alcohol use is not permitted on athletic fields or courts.)

**f.** The applicant is responsible for contacting the Missouri Department of Public Safety to obtain a license if alcohol is to be sold during the scheduled activity. A copy of all applicable liquor licenses must be provided.

**g.** Service to or consumption of alcoholic beverages by minors will result in immediate cancellation of the event without refund of fees. Alcohol is not allowed at events where the majority of participants are minors.

h. Alcoholic beverages may only be served within a designated area that is pre-approved by the City, pursuant to Section 600.070 of the Municipal Code.

j. Alcoholic service must be suspended one (1) hour prior to the ending time of the event. At last call, only one (1) drink per person will be allowed, and the serving cup size may not exceed ten (10) ounces.

## **~~XI~~.IX. Smoking**

Smoking is prohibited in all indoor facilities. Smoking is only permitted in designated smoking areas for outdoor parks and facilities.

## **~~XI~~.X. Security**

The City of Smithville reserves the right to require security at events held on City property. A security plan must be submitted for all parades and special events, subject to approval by the Police Department.

## **~~XI~~.XI. Street Closings**

If an event will require the closure of any portion of City roadways (i.e., partial lane closures or complete road closures), a map and traffic control plan showing road and lane closures, delineation, and detour routes meeting the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) is required.

Certification that the applicant or sponsoring organization has notified in writing all owners, managers, or residents of property adjacent to the proposed street closing(s), to include 1) name of event; 2) name of sponsor organization, mailing address, and telephone number; 3) date of event; 4) starting and ending times; and 5) detailed description of streets to be closed.

### **a. Block Parties**

A Block Party is defined as barricading a specific portion of a residential street, denying access to the through-traffic for a purpose of allowing the residents who reside within the barricaded area to conduct a special event.

At least 60% of the residents who live in the blocked-off area must sign this application indicating they are in favor. Neighborhood block parties are to be conducted only between the hours of 7:00 a.m. and 10:00 p.m.

### **b. Reservation Times**

Reservation times requested on the application must include the entire time needed to prepare food, decorate, set-up before the event and to completely clean up after the event. ~~If use of the facility begins prior to or ends after the scheduled reservation, the~~

~~City reserves the right to bill at 150% of the applicable rate.~~ Refunds or credits are not available for early departure from a scheduled reservation or for unused time or facility.

### **c. Festival Vendors**

If an event will have vendors present, the vendors are subject to Section 610.110 of the Municipal Code.

### **d. Structures**

If an event includes structures (i.e. bleachers, tents, stages, platforms, etc.), a site plan identifying the location of such structures, including electrical, plumbing, and sanitation plans is required as part of the application process.



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 903 – Amend the Schedule of Fees

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**RECOMMENDED ACTION:**

Motion to approve Resolution No. 903 to amend the Schedule of Fees.

**SUMMARY:**

The Schedule of Fees currently contains fees pertaining Event and Facility Reservation Fees.

Staff recommended changes to the Facility Use Policy during the February 16, 2021 Work Session that proposed adding and changing fees the Current Schedule of Fees. The fees are listed below:

**Recurring Weekly Senior Center Reservation:**

Resident and Local Businesses: \$100/month

Non-Resident : \$250/month

**Courtyard Events:**

Category I - City or City Co-Sponsor: Free

Category II – Other: Public Event - \$100 + \$200 Damage Deposit

Private Event - \$250 + \$200 Damage Deposit

Staff recommends an amendment to the Schedule of Fees to reflect the changes to the Facility Use Policy.

**PREVIOUS ACTION:**

The schedule of fees was adopted in conjunction with adoption of the FY2021 Budget and was amended by Resolution 873 on February 2, 2021 to reflect changes to water and wastewater rates.

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

The schedule of fees is essential for establishing available revenues for the budget and implement the recommendations of applicable community plans.

**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: Schedule of Fees |                                   |



## **RESOLUTION 903**

### **A RESOLUTION ADOPTING AMENDMENTS TO THE SCHEDULE OF FEES.**

**WHEREAS**, the City of Smithville has adopted and set forth a comprehensive listing of fees hereby known as the Schedule of Fees; and

**WHEREAS**, the Schedule of Fees currently contains fees pertaining to Event and City Facilities; and

**WHEREAS**, the City updated the Facility Use Policy; and

**WHEREAS**, the Board of Aldermen of the City of Smithville desires to adopt the following changes to the existing Schedule of Fees which should be followed by the City:

#### **Changes to the Schedule of Fees:**

##### **Recurring Weekly Senior Center Reservation:**

Resident and Local Businesses: \$100/month

Non-Resident : \$250/month

##### **Courtyard Events:**

Category I - City or City Co-Sponsor: Free

Category II – Other: Public Event - \$100 + \$200 Damage Deposit

Private Event - \$250 + \$200 Damage Deposit

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

**THAT** the existing policies and procedures as amended are the policies and procedures which should be followed effective April 5<sup>th</sup> , 2021 by the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## COMPREHENSIVE SCHEDULE OF FEES

### Administration

#### Occupation License

\$0 to \$100,000.00 annual gross receipts	\$50.00
\$100,000.01 to \$150,000.00 annual gross receipts	\$75.00
\$150,000.01 and over annual gross receipts	\$100.00

#### Liquor Licenses

Temporary permit — by the drink	\$37.50
Tasting permit	\$37.50
Malt liquor — original package	\$75.00
Non-intoxicating beer — original package	\$22.50
Intoxicating liquor — original package	\$150.00
Malt liquor — by drink	\$75.00
Malt liquor and light wines — by drink	\$75.00
Non-intoxicating beer — by drink	\$37.50
Intoxicating liquor (all kinds) — by drink	\$450.00
Sunday sales (additional fees)	\$300.00

#### Adult Businesses

Adult business license fee	\$300.00/year
Manager's license fee	\$20.00/year
Entertainer's license fee	\$20.00/year
Server's license fee	\$20.00/year

#### Other Licenses & Fees

Fireworks Sales Permit	\$1,500.00
Peddler/Solicitor Permit	\$50.00/30 days
Festival and Non-Permanent Vendor	\$10.00
Notary Fee	\$2.00
Photocopies	\$0.10/page + cost

## Police

Hourly Services — 4 hours minimum *	\$45.00/hour
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\* excludes the Smithville School District

Fingerprints	\$15.00
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Police Report ^	\$5.00
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Copy of Video — Cloud Link ^	\$10.00
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^ no charges for parties listed as victim on the police report

## Development

### Filing and Permits

Minor plats	\$25.00
Single-phase subdivisions	\$350.00 + \$2.00/lot

### Multiphase Subdivisions

Preliminary plat	\$300 plus \$2.00/lot
Final plat	\$150 plus \$2.00/lot
Street/alley vacation	\$250.00
Subdivision variance	\$450.00
Infrastructure construction permit	2% of cost

### Building Permits

Finished building/residential	\$0.60/ft <sup>2</sup>
Unfinished building/residential	\$0.30/ft <sup>2</sup>
Demolition	\$35.00
Grading	\$100.00
Deck	\$45.00
Outbuilding — greater than 120 ft <sup>2</sup>	\$45.00
In-ground pool	\$45.00
Above ground pool	\$25.00
Fence	\$25.00
Poultry Housing (required annually before September 1st)	\$30.00
Miscellaneous	\$15.00

### Mechanical Permits

New residential structure	\$65.00
Minimum/origination fee	\$30.00
Rough inspection	\$10.00
Finish/final inspection	\$10.00
Extra inspection	\$25.00
Fixtures — each	\$5.00
Water heater — commercial	\$10.00
Boiler	\$5.00
Furnace	\$5.00
Forced air	\$5.00

## Development (con't)

### Mechanical Permits (con't)

Fireplace	\$5.00
Air conditioner	\$5.00
Oven/range	\$5.00
Exhaust	\$5.00
Heat pump	\$5.00

### Plumbing Permits

New residential structure	\$67.00
Minimum/origination fee	\$30.00
Ground rough inspection	\$10.00
Rough inspection	\$10.00
Finish/final inspection	\$10.00
Extra inspection	\$25.00
Fixtures — each	\$5.00
Water heater — residential	\$5.00
Lawn irrigation	\$30.00
Backflow devices	\$2.00

### Electrical Permits

New residential structure	\$125.00
Minimum/origination fee	\$30.00
Rough inspection	\$10.00
Finish/final inspection	\$10.00
Extra inspection	\$25.00
Appliances — each	\$10.00
Outlets — each	\$0.25
Circuits — each	\$2.00
Service up to 200 amp	\$15.00
Service 201 amp to 400 amp	\$20.00
Service 401 amp to 600 amp	\$40.00
Service over 600 amp	\$75.00
New service	\$25.00

## Development (con't)

### Merchant Use of Downtown Sidewalk

Sidewalk Café Permit	\$50.00/year
Downtown Sidewalk Sign Deposit	\$50.00

### Temporary Signs

Downtown Banners — each	\$25.00
Flexible Materials	\$25.00
Rigid Materials	\$10.00
Relabeling Fee	\$5.00

### Permanent Signs

Projecting or Wall	\$125.00
Ground or Roof	\$250.00
Pole	\$500.00
Replacement	\$25.00

### Sign with Electronic/LED/Digital Functions

Single Color, Alphanumeric, Manual Change *	\$175.00
Single Color, Alphanumeric, Automatic Change *	\$275.00
Multiple Colors *	\$375.00

\* in addition to Permanent Sign Fees

## Parks and Recreation

### Athletic Fields

Practice	\$10.00/hour
Game	\$15.00/hour
Tournament	\$100.00/day

### Youth Recreation

Basketball League	\$65.00/child
Baseball League	\$55.00/child
Softball League	\$55.00/child
T-Ball League	\$35.00/child
Soccer League	\$55.00/child
Soccer Clinic	\$35.00/child
Volleyball League	\$55.00/child

### Adult Recreation

Softball League	\$500.00/team
Volleyball League	\$200.00/team
Gravel Grinder Bike Race — 25 miles	\$25.00
Gravel Grinder Bike Race — 50 miles	\$30.00
Gravel Grinder Bike Race — 80 miles	\$40.00
Gravel Grinder Bike Race — 100 miles	\$60.00
5K Run	\$30.00
1-mile Dog Run	\$20.00
5K Dog Run	\$40.00

### Parks

Heritage Parks Shelter House	\$50.00/day
Smith's Fork Park Shelter Houses	\$50.00/day
Smith's Fork Park Scout Camping Area	\$25.00/night

### Courtyard Park

City or City Co-Sponsor	Free
Courtyard Park (Category II, Public Event)	\$100.00 + \$200.00 damage deposit
Courtyard Park (Category II, Private Event)	\$250.00 + \$200.00 damage deposit

## **Parks and Recreation (con't)**

### **Smith's Fork Campground**

Site	\$35.00/night
Ice	\$2.00/bag
Firewood	\$5.00/bundle

### **Senior Center (Daily)**

Weekday Evening (4pm - 11pm)	\$100.00 + \$200.00 damage deposit
Weekend Full Day (9am - 11pm)	\$250.00 + \$200.00 damage deposit

### **Senior Center (Recurring Weekly)**

Resident and Local Businesses	\$100.00/month
Non-Resident	\$250.00/month



## Finance

Credit Card Processing Fee	2.50%
NSF and Returned Items	\$30.00
Meals on Wheels	\$3.35/day

## Animal Control

### Dog License

Spayed or Neutered	\$10.00
Unaltered	\$20.00
Replacement Tag	\$5.00

### Impoundment

1st Occurance	\$25.00
2nd Occurance	\$50.00
3rd + Occurance	\$100.00
Surrender Fee (Chief of Police permission required)	\$150.00

### Daily Caretaker Fee

Dogs at large	\$20.00/day
Dogs held for observation	\$45.00/day

### Adoption Fees

Dogs	\$200.00
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## Utilities

### Water Impact

5/8 x 3/4 or 1 inch	\$2,400.00
2 inch	\$4,800.00
3 inch	\$7,200.00
4 inch	\$9,600.00
6 inch	\$14,400.00

### Wastewater Impact

5/8 x 3/4 or 1 inch	\$2,800.00
2 inch	\$5,600.00
3 inch	\$8,400.00
4 inch	\$11,200.00
6 inch	\$16,800.00

### Water Service Connection Taps

3/4 inch, 1 inch or 2 inch	\$75.00
4 inch	\$100.00
6 inch	\$120.00
8 inch	\$120.00

### Water Service Deposit

Residential	\$100.00
Commercial, Industrial, Homebuilder	\$150.00
Landlord	\$150.00
Temporary Hydrant Meter	\$1,500.00

### Stormwater Fees

Stormwater Service Charge	\$20.00/month
Requested Services	\$30.00/hour

## Utilities (con't)

### Residential Water Fees

Water Meter Service Charge (¾" water meter)	\$11.21/month
Water Meter Service Charge (1" water meter)	\$11.21/month
Water Meter Service Charge (2" water meter)	\$52.97/month
Water Meter Service Charge (3" water meter)	\$103.95/month
Water Meter Service Charge (4" water meter)	\$162.18/month
Water Meter Service Charge (6" water meter)	\$322.78/month
Water Usage Rate	\$7.89/1,000 gallons
Wholesale Water Rate	\$4.76/1,000 gallons
Late Fee	10% of past due amount
Reconnection Fee	\$50.00
Consumption Data Log	\$100.00

### Residential Wastewater Fees

Wastewater Meter Service Charge (¾" water meter)	\$14.56/month
Wastewater Meter Service Charge (1" water meter)	\$14.56/month
Wastewater Meter Service Charge (2" water meter)	\$70.40/month
Wastewater Meter Service Charge (3" water meter)	\$149.52/month
Wastewater Meter Service Charge (4" water meter)	\$216.42/month
Wastewater Meter Service Charge (6" water meter)	\$431.17/month
Wastewater Usage Rate	\$5.84/1,000 gallons
Late Fee	10% of past due amount

## Utilities (con't)

### Commercial Water Fees

Water Meter Service Charge (¾" water meter)	\$11.21/month
Water Meter Service Charge (1" water meter)	\$17.64/month
Water Meter Service Charge (2" water meter)	\$52.97/month
Water Meter Service Charge (3" water meter)	\$103.95/month
Water Meter Service Charge (4" water meter)	\$162.18/month
Water Meter Service Charge (6" water meter)	\$322.78/month
Water Usage Rate	\$7.89/1,000 gallons
Late Fee	10% of past due amount
Reconnection Fee	\$50.00
Consumption Data Log	\$100.00

### Commercial Wastewater Fees

Wastewater Meter Service Charge (¾" water meter)	\$14.56/month
Wastewater Meter Service Charge (1" water meter)	\$23.15/month
Wastewater Meter Service Charge (2" water meter)	\$70.40/month
Wastewater Meter Service Charge (3" water meter)	\$149.52/month
Wastewater Meter Service Charge (4" water meter)	\$216.42/month
Wastewater Meter Service Charge (6" water meter)	\$431.17/month
Wastewater Usage Rate	\$5.84/1,000 gallons
Late Fee	10% of past due amount

## Sanitation

### Trash & Recycling Fees

Residential Trash & Recycling (through Dec 2020)	\$19.30/month
Residential Trash & Recycling (beginning Jan 2021)	\$19.90/month
Additional Cart — each	\$5.00/month
Residential Yard Waste (resident must opt-in)	included in residential trash fee
Late Fee	10% of past due amount



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approve Resolution 904 awarding RFP 21-06 Highland Drive Sewer

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**RECOMMENDED ACTION:**

Approve Resolution 904 awarding RFP 21-06 Highland Drive Sewer to Menke Excavating in the amount of \$154,199.89.

**SUMMARY:**

In April of 2020, the City was alerted to a sewer backup at 105 Highland Drive. Staff found that the sewer main had little to no fall and several private sewer services were tied together causing too much effluent to be discharged into a single service line. In order to correct these issues, a new main at appropriate depth will need to be installed.

Nine bids were received on March 23, 2021 (bid tab attached). The low bid was submitted by Menke Excavating in an amount of \$154,199.89. In addition to contract amount, staff is also a Force Account amount of \$25,000 be approved for over runs and unforeseen issues. The total recommended budget authority is \$179,199.89.

**PREVIOUS ACTION:**

On May 12, 2020 the Board approved Resolution 783, executing Authorization 91 with HDR for design of the Highland Drive sewer in an amount of \$83,760.

**POLICY ISSUE:**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS:**

The 2021 CIP budget includes \$270,000 for this project.

**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 Tab |                                   |

## **RESOLUTION 904**

### **A RESOLUTION AWARDING RFP 21-06 HIGHLAND DRIVE SEWER TO MENKE EXCAVATING IN THE AMOUNT OF \$154,199.89 AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION CONTRACT AND AUTHORIZING A FORCE ACCOUNT OF \$25,000**

**WHEREAS**, the sewer main on Highland Drive has been found to be inadequate and failing; and

**WHEREAS**, bids were received on March 23, 2021; and

**WHEREAS**, the Highland Drive Sewer Project continues the City's commitment to improving and maintaining the City's infrastructure; and

**WHEREAS**, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Menke Excavating is the most responsive and best bid received and the most advantageous to the City in an amount of \$154,199.89.

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

**THAT** Bid No. 21-06 is hereby awarded to Menke Excavating in an amount not to exceed of \$154,199.89 and the Mayor is authorized to execute the construction contract for the Highland Drive Sewer Project and a force account of \$25,000 is also approved.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5th day of April, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS  
SANITARY SEWER REPLACEMENT  
HIGHLAND STREET  
SMITHVILLE, MO  
February 24, 2021

February 24, 2021						Linaweaver		Site Rite Construction		Engemann Drainage		Infrastructure Solutions		Sands Construction		She Digs It, LLC		Menke Excavating		Earthworks Excavation		Blue Moon Hauling Excavation																			
Item No.	Description	Quantity	Unit	Unit Price \$	Price \$	unit price	total																																		
1	Mobilization (Max. 3% Total Bid)	1	LS	6,500.00	\$6,500.00	\$	5,000.00	\$	5,000.00	\$	6,105.00	\$	6,105.00	\$	7,500.00	\$	7,500.00	\$	7,438.00	\$	7,438.00	\$	4,491.00	\$	4,491.00	\$	5,400.00	\$	5,400.00	\$	5,712.00	\$	5,712.00								
2	Demolition and Removal	1	LS	15,000.00	\$15,000.00	\$	30,000.00	\$	30,000.00	\$	22,444.00	\$	22,444.00	\$	18,500.00	\$	18,500.00	\$	21,328.83	\$	21,328.83	\$	45,000.00	\$	45,000.00	\$	25,182.00	\$	25,182.00	\$	9,378.00	\$	9,378.00	\$	4,100.00	\$	4,100.00	\$	8,507.00	\$	8,507.00
3	Traffic Control	1	LS	4,000.00	\$4,000.00	\$	1,200.00	\$	1,200.00	\$	3,369.00	\$	3,369.00	\$	7,500.00	\$	7,500.00	\$	6,389.43	\$	6,389.43	\$	7,500.00	\$	7,500.00	\$	3,950.00	\$	3,950.00	\$	1,800.00	\$	1,800.00	\$	8,160.00	\$	8,160.00	\$	2,592.00	\$	2,592.00
4	8 IN PVC SDR 26 Sewer Pipe	573	LF	65.00	\$37,245.00	\$	92.50	\$	53,002.50	\$	95.03	\$	54,452.19	\$	114.00	\$	65,322.00	\$	37.19	\$	21,309.87	\$	90.00	\$	51,570.00	\$	103.00	\$	59,019.00	\$	33.48	\$	19,184.04	\$	106.00	\$	60,738.00	\$	91.60	\$	52,486.80
5	4 FT DIA Standard Sewer Manhole	6	EA	5,000.00	\$30,000.00	\$	3,500.00	\$	21,000.00	\$	4,222.67	\$	25,336.02	\$	4,500.00	\$	27,000.00	\$	2,811.32	\$	16,867.92	\$	4,195.00	\$	25,170.00	\$	5,400.00	\$	32,400.00	\$	3,006.90	\$	18,041.40	\$	5,160.00	\$	30,960.00	\$	3,558.00	\$	21,348.00
6	Service Lateral Wye/Tee (8 IN x 4 IN)	3	EA	650.00	\$1,950.00	\$	200.00	\$	600.00	\$	143.00	\$	429.00	\$	500.00	\$	1,500.00	\$	1,452.72	\$	4,358.16	\$	620.00	\$	1,860.00	\$	120.00	\$	360.00	\$	482.00	\$	1,446.00	\$	820.00	\$	2,460.00	\$	240.00	\$	720.00
7	4 IN PVC SDR 35 Service Lateral Pipe	131	LF	65.00	\$8,515.00	\$	42.00	\$	5,502.00	\$	89.13	\$	11,676.03	\$	50.00	\$	6,550.00	\$	58.11	\$	7,612.41	\$	56.00	\$	7,336.00	\$	59.00	\$	7,729.00	\$	25.60	\$	3,353.60	\$	67.00	\$	8,777.00	\$	64.00	\$	8,384.00
8	Service Lateral Cleanout	3	EA	800.00	\$2,400.00	\$	450.00	\$	1,350.00	\$	263.34	\$	790.02	\$	750.00	\$	2,250.00	\$	1,770.43	\$	5,311.29	\$	1,392.00	\$	4,176.00	\$	290.00	\$	870.00	\$	832.26	\$	2,496.78	\$	187.00	\$	561.00	\$	750.00	\$	2,250.00
9	1-1/4" Discharge Line (HDPE SDR 11)	288	LF	35.00	\$10,080.00	\$	40.00	\$	11,520.00	\$	58.43	\$	16,827.84	\$	25.00	\$	7,200.00	\$	15.22	\$	4,383.36	\$	55.00	\$	15,840.00	\$	32.00	\$	9,216.00	\$	23.68	\$	6,819.84	\$	18.70	\$	5,385.60	\$	44.00	\$	12,672.00
10	Package Grinder Pump Station	2	EA	8,000.00	\$16,000.00	\$	5,500.00	\$	11,000.00	\$	10,574.00	\$	21,148.00	\$	9,500.00	\$	19,000.00	\$	7,618.40	\$	15,236.80	\$	8,950.00	\$	17,900.00	\$	8,100.00	\$	16,200.00	\$	8,076.40	\$	16,152.80	\$	3,507.00	\$	7,014.00	\$	8,038.00	\$	16,076.00
11	Grinder Pump Electrical Service	2	EA	2,000.00	\$4,000.00	\$	5,000.00	\$	10,000.00	\$	3,148.00	\$	6,296.00	\$	7,500.00	\$	15,000.00	\$	4,855.97	\$	9,711.94	\$	5,272.00	\$	10,544.00	\$	3,850.00	\$	7,700.00	\$	1,150.00	\$	2,300.00	\$	3,000.00	\$	6,000.00	\$	2,946.00	\$	5,892.00
12	Check Valve and Ball Valve Kit	2	EA	1,000.00	\$2,000.00	\$	850.00	\$	1,700.00	\$	821.00	\$	1,642.00	\$	250.00	\$	500.00	\$	686.32	\$	1,372.64	\$	950.00	\$	1,900.00	\$	645.00	\$	1,290.00	\$	450.00	\$	900.00	\$	600.00	\$	1,200.00	\$	481.00	\$	962.00
13	3/4 IN Water Service Line	18	LF	75.00	\$1,350.00	\$	50.00	\$	900.00	\$	65.23	\$	1,174.14	\$	20.00	\$	360.00	\$	73.75	\$	1,327.50	\$	54.00	\$	972.00	\$	27.00	\$	486.00	\$	41.38	\$	744.84	\$	168.00	\$	3,024.00	\$	28.00	\$	504.00
14	Water Meter Pit Installation (Reuse Existing/City Provided Pit)	1	EA	750.00	\$750.00	\$	400.00	\$	400.00	\$	230.00	\$	230.00	\$	2,500.00	\$	2,500.00	\$	954.77	\$	954.77	\$	1,250.00	\$	1,250.00	\$	312.00	\$	312.00	\$	605.00	\$	605.00	\$	420.00	\$	420.00	\$	367.00	\$	367.00
15	Concrete Curb and Gutter	91	LF	50.00	\$4,550.00	\$	50.00	\$	4,550.00	\$	48.71	\$	4,432.61	\$	50.00	\$	4,550.00	\$	51.11	\$	4,651.01	\$	32.00	\$	2,912.00	\$	64.00	\$	5,824.00	\$	42.00	\$	3,822.00	\$	171.00	\$	15,561.00	\$	42.50	\$	3,867.50
16	2 IN Type 5-01 Asphaltic Concrete Surface	812	SY	35.00	\$28,420.00	\$	26.00	\$	21,112.00	\$	32.51	\$	26,398.12	\$	26.50	\$	21,518.00	\$	51.11	\$	41,501.32	\$	18.00	\$	14,616.00	\$	32.00	\$	25,984.00	\$	31.60	\$	25,659.20	\$	68.00	\$	55,216.00	\$	25.00	\$	20,300.00
17	7 IN Portland Cement Concrete Base	210	SY	100.00	\$21,000.00	\$	65.00	\$	13,650.00	\$	44.80	\$	9,408.00	\$	75.00	\$	15,750.00	\$	106.38	\$	22,339.80	\$	65.00	\$	13,650.00	\$	67.00	\$	14,070.00	\$	43.24	\$	9,080.40	\$	70.00	\$	14,700.00	\$	36.00	\$	7,560.00
18	42 IN Chain Link Fence	20	LF	50.00	\$1,000.00	\$	45.00	\$	900.00	\$	21.10	\$	422.00	\$	37.50	\$	750.00	\$	25.56	\$	511.20	\$	47.00	\$	940.00	\$	90.00	\$	1,800.00	\$	30.00	\$	600.00	\$	120.00	\$	2,400.00	\$	30.00	\$	600.00
19	6 FT Wood Privacy Fence	55	LF	60.00	\$3,300.00	\$	55.00	\$	3,025.00	\$	31.58	\$	1,736.90	\$	50.00	\$	2,750.00	\$	70.28	\$	3,865.40	\$	61.00	\$	3,355.00	\$	67.00	\$	3,685.00	\$	38.47	\$	2,115.85	\$	178.00	\$	9,790.00	\$	59.00	\$	3,245.00
20	Inlet Protection	3	EA	150.00	\$450.00	\$	125.00	\$	375.00	\$	75.00	\$	225.00	\$	150.00	\$	450.00	\$	89.45	\$	268.35	\$	90.00	\$	270.00	\$	90.00	\$	270.00	\$	210.88	\$	632.64	\$	220.00	\$	660.00	\$	95.00	\$	285.00
21	Sediment Fence	323	LF	5.00	\$1,615.00	\$	3.25	\$	1,049.75	\$	1.83	\$	591.09	\$	5.00	\$	1,615.00	\$	2.21	\$	713.83	\$	1.70	\$	549.10	\$	4.00	\$	1,292.00	\$	3.00	\$	969.00	\$	2.00	\$	646.00	\$	2.40	\$	775.20
22	Seeding, Fertilize, & Mulch	1,443	SY	2.00	\$2,886.00	\$	2.00	\$	2,886.00	\$	4.88	\$	7,041.84	\$	3.50	\$	5,050.50	\$	1.60	\$	2,308.80	\$	1.30	\$	1,875.90	\$	2.00	\$	2,886.00	\$	2.50	\$	3,607.50	\$	11.20	\$	16,161.60	\$	1.60	\$	2,308.80
23	Reconnection and Modification of Existing Facilities	1	LS	20,000.00	\$20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
TOTAL CONSTRUCTION:				\$223,011.00			\$	220,722.25			\$	242,174.80			\$	253,115.50			\$	215,608.00			\$	256,892.00			\$	247,963.00			\$	154,199.89			\$	279,334.20			\$	197,414.30	



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approve Resolution 905 awarding RFP 21-09 Street Maintenance Program

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**RECOMMENDED ACTION:**

Approve Resolution 905 awarding RFP 21-09 Street Maintenance Program to Superior Bowen in the amount of \$604,245.

**SUMMARY:**

In 2020, staff reviewed and rated the conditions of the streets in Smithville. From those evaluations a pavement condition index was established to prioritize street maintenance. For the 2021 program the streets in the Rock Creek subdivision and Coulter addition were identified as priority streets needing maintenance work. The program includes milling and overlaying and repairing the base where pavement has failed in the Rock Creek subdivision.

In the Coulter Addition, Hillcrest Drive from Highway 169 east 1,100 feet is a concrete section that has failed. The remainder of Hillcrest Drive to Raintree Lane is a chip seal section of pavement. Unfortunately, while concrete pavement provides a long life if installed on appropriate subgrade, if concrete pavement fails there is not much that can be done other than removal and replacement. Three options for the concrete section of pavement were bid. Staff is recommending the full removal and replacement (Alt 2) for this area. This would include subgrade treatment, new curb and gutter and 8 inches of asphalt. On the remainder of Hillcrest and Raintree, there will be a 1 ½" leveling course and 2" surface course.

The project also includes mill and overlay of the intersection of Commercial and Woods Street. Last summer the city had a large main break on Commercial Street. While the intersection was patched, the intersection remains uneven and rough and needs to be repaired.

Two additional options were bid: the alley between Bridge Street and Commercial Street and the drive entrance to the soccer field parking lot.

Six bids were received on March 23, 2021 (bid tab attached). The apparent low bid was Phillips Paving however after the bid opening, Phillips Paving noted an error in their bid.

Upon review of the bids Phillips Paving also had an addition error. Phillips Paving has withdrawn their bid. Staff discussed calling their Bid Bond with Legal Counsel, John

Reddoch. After review and discussion, since the City has not signed a contract with Phillips Paving, we cannot file a claim against their Bid Bond.

The next low bid is Superior Bowen in and amount of \$584,995. The city has done work with Superior Bowen in the past and they have performed very well. The recommendation is to award the bid to Superior Bowen to include Alt 2 (removal and replacement of the concrete section of Hillcrest) and to include the drive entrance to the soccer field in an amount of \$19,250. Staff is requesting approval of a Force Account amount of \$20,000 for any overages or unforeseen conditions. A summary of the contract components and total cost is outlined below.

Rock Creek Subdivision	\$355,960
Hillcrest and Raintree Base	\$ 68,250
Hillcrest and Raintree Alt 2	\$143,445
Commercial/Woods Intersection	<u>\$ 17,340</u>
<i>Total Base Bid</i>	<i>\$584,995</i>
 Alternate #2: Driveway to Soccer Parking:	 \$ 19,250
 <i>Total Award:</i>	 <i>\$604,245</i>
 Force Account:	 \$ 20,000
 <i>Total Authorization:</i>	 <i>624,245</i>

#### **PREVIOUS ACTION:**

#### **POLICY ISSUE:**

Maintaining infrastructure

#### **FINANCIAL CONSIDERATIONS:**

The 2021 Street Maintenance Program included \$410,000 in the CIP. The CIP also included the construction of a new salt dome (\$100,000) and P&R / PW facility. The salt dome should be planned with the new P&R/ PW facility and will not be a separate project. Foregoing the salt dome and with carry over funds in the Transportation Sales Tax fund are sufficient to be able to complete the Street Maintenance Program as recommended. The Drive entrance for the soccer fields will be paid through the Parks and Stormwater Sales Tax. (\$50,000 was budgeted in FY21 for a parks project.)

#### **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 Tab |                                   |

## **RESOLUTION 905**

### **A RESOLUTION AWARDING RFP 21-09 STREET MAINTENANCE PROGRAM TO SUPERIOR BOWEN IN THE AMOUNT OF \$604,245 AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION CONTRACT AND AUTHORIZE A FORCE ACCOUNT OF \$20,000**

**WHEREAS**, the Street Maintenance Program continues the City's commitment to improving and maintaining the City's infrastructure; and

**WHEREAS**, bids were received on March 23, 2021; and

**WHEREAS**, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Superior Bowen is the most responsive and best bid received and the most advantageous to the City in an amount of \$604,245.

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

**THAT** Bid No. 21-09 is hereby awarded to Superior Bowen in an amount not to exceed of \$604,245.00 and the Mayor is authorized to execute the construction contract for the Street Maintenance Asphalt Overlay Project and a force account of \$20,000 is also approved.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5th day of April, 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

Street Maintenance Program RFP # 21-09 25-Mar-21					Superior Bowen		Phillips Paving Co		Amino Brothers Co		Sands Construction		Little Joe's Asphalt		Metro Asphalt	
Description	Unit	Quantity	Unit Price \$	Price \$	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
Mobilization	LS	1	\$20,000.00	\$20,000.00	\$26,300.00	\$26,300.00	\$5,000.00	\$5,000.00	\$30,073.00	\$30,073.00	\$13,300.00	\$13,300.00	\$9,500.00	\$ 9,500.00	\$10,000.00	\$ 10,000.00
Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$4,627.00	\$4,627.00	\$4,613.00	\$4,613.00	\$5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00
<u>Rock Creek Subdivision</u>																
1-1/2" Mill	SY	11000	\$5.00	\$55,000.00	\$1.90	\$20,900.00	\$0.73	\$8,030.00	\$2.20	\$24,200.00	\$2.40	\$26,400.00	\$1.90	\$ 20,900.00	\$2.63	\$ 28,930.00
2" Overlay	SY	9600	\$15.00	\$144,000.00	\$7.65	\$73,440.00	\$9.32	\$89,472.00	\$8.65	\$83,040.00	\$9.40	\$90,240.00	\$8.75	\$ 84,000.00	\$8.65	\$ 83,040.00
Base Repair	SY	3000	\$20.00	\$60,000.00	\$64.40	\$193,200.00	\$34.21	\$102,630.00	\$60.00	\$180,000.00	\$89.50	\$268,500.00	\$80.00	\$ 240,000.00	\$85.00	\$255,000.00
<u>Rock Creek Terrace Cul-de-Sac</u>																
Removal	SY	400	\$20.00	\$8,000.00	\$21.75	\$8,700.00	\$17.84	\$7,136.00	\$26.05	\$10,420.00	\$37.85	\$15,140.00	\$13.00	\$ 5,200.00	\$30.00	\$ 12,000.00
9"AB-3	SY	400	\$20.00	\$8,000.00	\$21.70	\$8,680.00	\$12.60	\$5,040.00	\$17.75	\$7,100.00	\$20.80	\$8,320.00	\$13.00	\$ 5,200.00	\$25.00	\$ 10,000.00
6" Asphalt Base	SY	400	\$45.00	\$18,000.00	\$36.90	\$14,760.00	\$41.51	\$16,604.00	\$25.65	\$10,260.00	\$27.15	\$10,860.00	\$33.00	\$ 13,200.00	\$28.00	\$ 11,200.00
2" Asphalt Surface	SY	400	\$15.00	\$6,000.00	\$13.70	\$5,480.00	\$12.26	\$4,904.00	\$8.50	\$3,400.00	\$9.40	\$3,760.00	\$8.75	\$ 3,500.00	\$9.00	\$ 3,600.00
Total Rock Creek Subdivision				\$329,000.00		\$355,960.00		\$243,816.00		\$353,120.00		\$441,133.00		\$386,500.00		\$423,770.00
<u>Coulter Addition</u>																
Hillcrest Dr. & Raintree Dr																
Leveling Course (1-1/2")	SY	5000	\$15.00	\$75,000.00	\$6.10	\$30,500.00	\$5.31	\$26,550.00	\$6.75	\$33,750.00	\$7.85	\$39,250.00	\$6.95	\$ 34,750.00	\$9.50	\$ 47,500.00
2" Surface Course	SY	5000	\$15.00	\$75,000.00	\$7.55	\$37,750.00	\$8.45	\$42,250.00	\$9.00	\$45,000.00	\$9.30	\$46,500.00	\$8.95	\$ 44,750.00	\$10.00	\$ 50,000.00
Subtotal Hillcrest & Raintree				\$150,000.00		\$68,250.00		\$68,800.00		\$78,750.00		\$85,750.00		\$ 79,500.00		\$ 97,500.00
<u>Hillcrest Dr. (concrete Section)</u>																
<u>Alternate 1</u>																
Rubberize pavement	SY	2200	\$20.00	\$44,000.00	\$2.80	\$6,160.00	\$9.41	\$20,702.00	\$5.45	\$11,990.00	\$8.80	\$19,360.00	\$28.00	\$ 61,600.00	\$0.00	\$ -
3" Asphalt surface	SY	2200	\$25.00	\$55,000.00	\$11.65	\$25,630.00	\$15.14	\$33,308.00	\$13.65	\$30,030.00	\$13.80	\$30,360.00	\$13.50	\$ 29,700.00	\$0.00	\$ -
Subtotal Hillcrest & Raintree ALT 1				\$99,000.00		\$31,790.00		\$54,010.00		\$42,020.00		\$49,720.00		\$ 91,300.00		\$ -
<u>Alternate 2</u>																
Remove Pavement	SY	2200	\$25.00	\$55,000.00	\$7.40	\$16,280.00	\$13.74	\$30,228.00	\$8.40	\$18,480.00	\$26.85	\$59,070.00	\$13.10	\$ 28,820.00	\$24.00	\$ 52,800.00
Curb and Gutter	LF	1400	\$30.00	\$42,000.00	\$22.10	\$30,940.00	\$38.00	\$53,200.00	\$20.70	\$28,980.00	\$38.00	\$53,200.00	\$39.90	\$ 55,860.00	\$26.00	\$ 36,400.00
6" AB-3	SY	2500	\$15.00	\$37,500.00	\$8.35	\$20,875.00	\$8.10	\$20,250.00	\$11.45	\$28,625.00	\$17.35	\$43,375.00	\$9.00	\$ 22,500.00	\$16.55	\$ 41,375.00
8" Asphalt Pavement	SY	2200	\$33.00	\$72,600.00	\$34.25	\$75,350.00	\$36.69	\$80,718.00	\$35.45	\$77,990.00	\$35.75	\$78,650.00	\$34.40	\$ 75,680.00	\$35.00	\$ 77,000.00
Subtotal Hillcrest & Raintree ALT 2				\$207,100.00		\$143,445.00		\$184,396.00		\$154,075.00		\$234,295.00		\$ 182,860.00		\$207,575.00
<u>Alternate 3</u>																
1-1/2" Edgemoill	LF	1400	\$7.00	\$9,800.00	\$5.10	\$7,140.00	\$1.50	\$2,100.00	\$3.75	\$5,250.00	\$1.65	\$2,310.00	\$1.80	\$ 2,520.00	\$6.25	\$ 8,750.00
3" Overlay	SY	2200	\$25.00	\$55,000.00	\$10.60	\$23,320.00	\$15.14	\$33,308.00	\$13.65	\$30,030.00	\$13.80	\$30,360.00	\$13.50	\$ 29,700.00	\$18.00	\$ 39,600.00
Subtotal Hillcrest & Raintree ALT 3				\$64,800.00		\$30,460.00		\$35,408.00		\$35,280.00		\$32,670.00		\$ 32,220.00		\$ 48,350.00
<u>Commercial St and Woods St Intersection</u>																
1-1/2" Milling	SY	400	\$7.00	\$2,800.00	\$19.65	\$7,860.00	\$5.00	\$2,000.00	\$10.40	\$4,160.00	\$2.20	\$880.00	\$7.00	\$ 2,800.00	\$8.00	\$ 3,200.00
1-1/2" Overlay	SY	400	\$15.00	\$6,000.00	\$23.70	\$9,480.00	\$21.99	\$8,796.00	\$17.90	\$7,160.00	\$8.20	\$3,280.00	\$20.00	\$ 8,000.00	\$12.50	\$ 5,000.00
Total Commercial and Woods Intersection				\$8,800.00		\$17,340.00		\$10,796.00		\$11,320.00		\$4,160.00		\$ 10,800.00		\$ 8,200.00
Add Alternative 1: <u>Alley-Bridge St to Commercial</u>																
Pavement removal	SY	488	\$60.00	\$29,280.00	\$14.25	\$6,954.00	\$6.66	\$3,250.08	\$12.25	\$5,978.00	\$17.25	\$8,418.00	\$27.50	\$ 13,420.00	\$15.00	\$ 7,320.00
6" Concrete Pavement	SY	488	\$120.00	\$58,560.00	\$52.10	\$25,424.80	\$74.70	\$36,453.60	\$60.30	\$29,426.40	\$72.00	\$35,136.00	\$74.70	\$ 36,453.60	\$82.50	\$ 40,260.00
4000 psi KCMMB Mix						\$32,378.80		\$39,703.68		\$35,404.40		\$43,554.00		\$ 49,873.60		\$ 47,580.00
Total Add Alternate 1: Alley-Bridge St to Commercial				\$87,840.00												
Add Alternative 2: <u>Driveway to Soccer Parking</u>																
4" Asphalt overlay	SY	1250	\$20.00	\$25,000.00	\$15.40	\$19,250.00	\$22.04	\$27,550.00	\$18.45	\$23,062.50	\$19.35	\$24,187.50	\$19.60	\$ 24,500.00	\$23.30	\$ 29,125.00
Total Add Alternate 2: Driveway to Soccer Parking				\$25,000.00		\$19,250.00		\$27,550.00		\$23,062.50		\$24,187.50		\$ 24,500.00		\$ 29,125.00
Total Rock Creek Subdivision				\$329,000.00		\$355,960.00		\$243,816.00		\$353,120.00		\$441,133.00		\$386,500.00		\$423,770.00
Subtotal Hillcrest & Raintree				\$150,000.00		\$68,250.00		\$68,800.00		\$78,750.00		\$85,750.00		\$79,500.00		\$97,500.00
Subtotal Hillcrest Alt 1				\$99,000.00		\$31,790.00		\$54,010.00		\$42,020.00		\$49,720.00		\$91,300.00		\$0.00

Total Commercial/Woods Intersection	\$30,000.00	\$17,340.00	\$10,796.00		\$11,320.00		\$4,160.00		\$10,800.00		\$8,200.00
Total Bid	\$608,000.00	\$473,340.00	\$377,422.00		\$485,210.00		\$580,763.00		\$568,100.00		\$529,470.00
Total Rock Creek Subdivision	\$329,000.00	\$355,960.00	\$243,816.00	\$0.00	\$353,120.00	\$0.00	\$441,133.00		\$386,500.00		\$423,770.00
Subtotal Hillcrest & Raintree	\$150,000.00	\$68,250.00	\$68,800.00	\$0.00	\$78,750.00	\$0.00	\$85,750.00		\$79,500.00		\$97,500.00
Subtotal Hillcrest Alt 2	\$207,100.00	\$143,445.00	\$184,396.00	\$0.00	\$154,075.00	\$0.00	\$234,295.00		\$182,860.00		\$207,575.00
Total Commercial/Woods Intersection	\$30,000.00	\$17,340.00	\$10,796.00	\$0.00	\$11,320.00	\$0.00	\$4,160.00		\$10,800.00		\$8,200.00
Total Bid	\$716,100.00	\$584,995.00	\$507,808.00	\$0.00	\$597,265.00	\$0.00	\$765,338.00		\$659,660.00		\$737,045.00
Total Rock Creek Subdivision	\$329,000.00	\$355,960.00	\$243,816.00	\$0.00	\$353,120.00	\$0.00	\$441,133.00	\$0.00	\$386,500.00	\$0.00	\$423,770.00
Subtotal Hillcrest & Raintree	\$150,000.00	\$68,250.00	\$68,800.00	\$0.00	\$78,750.00	\$0.00	\$85,750.00	\$0.00	\$79,500.00	\$0.00	\$97,500.00
Subtotal Hillcrest Alt 3	\$64,800.00	\$30,460.00	\$35,408.00	\$0.00	\$35,280.00	\$0.00	\$32,670.00	\$0.00	\$32,220.00	\$0.00	\$48,350.00
Total Commercial/Woods Intersection	\$30,000.00	\$17,340.00	\$10,796.00	\$0.00	\$11,320.00	\$0.00	\$4,160.00	\$0.00	\$10,800.00	\$0.00	\$8,200.00
Total Bid	\$573,800.00	\$472,010.00	\$358,820.00	\$0.00	\$478,470.00	\$0.00	\$563,713.00	\$0.00	\$509,020.00	\$0.00	\$577,820.00
Total Add Alt 1: Alley: Bridge St to Commercial	\$87,840.00	\$32,378.80	\$39,703.68	\$0.00	\$35,404.40	\$0.00	\$43,554.00	\$0.00	\$49,873.60	\$0.00	\$47,580.00
Total Add Alt 2: Driveway to Soccer Parking	\$25,000.00	\$19,250.00	\$27,550.00	\$0.00	\$23,062.50	\$0.00	\$24,187.50	\$0.00	\$24,500.00	\$0.00	\$29,125.00



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 906, City Administrator Contract Addendum

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**RECOMMENDED ACTION:**

Motion to Approve Resolution No. 906 Addendum to the City Administrator's Contract.

**SUMMARY:**

This Resolution approves an addendum to the contract with Cynthia Wagner for services as City Administrator based on review conducted March 23, 2021 by the Board of Aldermen.

**PURPOSE:**

The attached Resolution amends the Employment Agreement for City Administrator services with Cynthia Wagner to incorporate the following changes:

- Increases annual compensation.
- Increases contribution to retirement provided in lieu of health insurance.
- Increases vehicle allowance.

**PREVIOUS ACTION:**

Original agreement adopted in April 2018 was amended in April 2019 and July 2020.

**POLICY ISSUE:**

None.

**FINANCIAL CONSIDERATIONS:**

FY2021 Budget includes compensation increases for all employees.

**ATTACHMENTS:**

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

## RESOLUTION 906

### A RESOLUTION APPROVING AMENDMENTS TO THE CITY ADMINISTRATOR'S CONTRACT

**WHEREAS**, the City of Smithville (CITY) and Cynthia Wagner (EMPLOYEE) Previously Entered into an Employment Agreement for the Position of City Administrator on April 16, 2018; and,

**WHEREAS**, that agreement was previously amended on April 16, 2019 and July 21, 2020; and,

**WHEREAS**, EMPLOYEE will complete three years of service to the CITY as of April 17, 2021; and,

**WHEREAS**, The CITY and EMPLOYEE wish to amend and augment certain parts of the Employment Agreement; and,

**WHEREAS**, CITY and EMPLOYEE wish to memorialize the changes to the Employment Agreement.

## II. RESOLUTION

Be it resolved by the City of SMITHVILLE Missouri that City Administrator, Cynthia Wagner's Employment Agreement dated April 16, 2018 shall be amended as follows:

(1) All previous amendments to the April 16, 2018 agreement are superseded by these amendments.

(2) Paragraph 4.1 of the Employment agreement shall be modified to read as follows:

*4.1 CITY agrees to pay EMPLOYEE as compensation for the duties to be performed under this Agreement the base salary of One Hundred Twenty-Six Thousand Dollars (\$126,000.00) per year, to be payable in 26 equal payments at the time, and as a part of the regular payroll of the City, and subject to all such lawful deductions for payment to employees of the City.*

(3) Paragraph 5.2 of the Employment agreement shall be modified to read as follows:

*5.2 In Lieu of Health Insurance. EMPLOYEE Represents that she has health Insurance through another source and wishes to decline all Health, Dental or Vision Insurance through the current Plans in place by the City on such terms and conditions as is available for all other employees of the City. The City will pay Eleven Thousand Dollars (\$11,000.00) per year, to be payable in 24 equal payments (two per month) to EMPLOYEE'S IRS 457 plan subject to all applicable rules and regulations in lieu of the City providing EMPLOYEE any Health, Dental or Vision insurance.*

(5) Paragraph 5.4 of the Employment agreement shall be modified to read as follows:

*5.4 Vehicle Allowance: In addition to the moneys paid as salary, the City agrees to pay EMPLOYEE an additional sum for a car allowance in the amount of Forty Five Hundred Dollars*



*(\$4,500.00) per year to be payable in 26 equal payments in accordance with the current payroll procedures for these payments, to be used as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Consideration shall be given on an annual basis to adjust the monthly allowance dependent upon changes in travel demands and routine vehicle fuel and maintenance costs. The EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The EMPLOYER shall reimburse the EMPLOYEE at the IRS standard mileage rate for any business use of the vehicle beyond the greater Kansas City area, subject to current policy for travel reimbursement that applies to all other employees. Travel to and from EMPLOYEE'S home outside the City of Smithville to the City shall not be eligible for reimbursement.*

All other portions of the City Administrator, Cynthia Wagner's Employment Agreement dated April 16, 2018 shall remain unchanged.

### **III. EXECUTION/ADOPTION**

\_\_\_\_\_  
Damien Boley, Mayor

\_\_\_\_\_  
April 5, 2021  
Date

Attested:

\_\_\_\_\_  
Linda Drummond, City Clerk



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution of 907 – Resolution Amending the 2020-2021 Compensation Plan

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**RECOMMENDED ACTION:**

Motion to approve Resolution 907.

**BACKGROUND:**

An administrative vacancy currently exists in the Administration Department. Upon review of organizational and departmental needs, it is recommended that this position be restructured and moved to the Finance Department, with a focus on more analytical support to the department and the organization.

A significant organizational need is in the area of analytical support to the Finance Director to provide research and analysis on the budget, assist in CIP development and expenditure tracking, assist in monitoring TIF and CID activity and receipts in current (and potential new) economic development districts, provide assistance in review and analysis of utility rates and provide general analytical support in organization-wide efforts. Additionally, this position would serve as back-up to Finance Department functions (payroll, utility billing and accounts payable) and assist as necessary in customer service/utility billing service.

A job description has been developed and it is recommended that the position of Finance Analyst be created in the Finance Department.

If approved by the Board, the payscale will be amended to include this position and recruitment would begin immediately.

**PREVIOUS ACTION:**

The Board approved the Compensation Plan with the FY21 budget in the Fall of 2020. The Plan was amended in November to reflect a change in pay range for the City Clerk position and earlier this year to add the position of Management Analyst in the Public Works Department.

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**☐ Ordinance☒ Resolution☐ Staff Report☒ Other: Job Description☐ Contract☐ Plans☐ Minutes

## **RESOLUTION 907**

### **A RESOLUTION AMENDING THE 2020-2021 COMPENSATION PLAN.**

**WHEREAS**, The Board of Aldermen approved a 2020-2021 Compensation Plan on September 15, 2020; and,

**WHEREAS**, it has been determined that addition of the position of Finance Analyst in the Finance Department is desired.

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

**THAT** the 2020-2021 Compensation Plan is hereby amended to incorporate a new position and associated pay scale.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **Finance Analyst**

**DEPARTMENT:** Finance

**SUPERVISOR:** Finance Director

### **SUMMARY:**

Under the direction of the Finance Director, the Finance Analyst is responsible for providing analytical management assistance in support of the Finance Department and the organization.

The Finance Analyst is expected to perform analytical work requiring knowledge of administrative principles and analytical practices. The incumbent will provide needed analysis of finance operations, functions and programs; participate in and/or lead a variety of projects contributing to the continued success of department- and organization-wide initiatives; and will work closely with all City department employees as well as Governing Body members and the public.

### **DUTIES & RESPONSIBILITIES:**

- Assist with budget preparation and monitoring, including, but not limited to:
  - Coordinate the City's performance management and benchmarking initiatives; including recommending performance measures; data collection and analysis; collaborating with departments to research, analyze and develop performance improvements; and participating in a network for performance improvement professionals.
  - Review departmental budget submissions and analyze for trends.
  - Maintain position control data to assist in review of staffing costs and projections.
  - Assist with coordination and monitoring of the capital improvement budget process, including project accounting.
  - Assist Finance Director in development of the annual budget document for submission for GFOA review.
- Assist Finance Director in oversight and management of tax increment financing, community improvement district and other economic development districts and allocation of funds.
- Assist Finance Director in review and analysis of utility rates, maintenance of rate tables and serve as secondary back-up to Finance Specialist in utility billing process.
- Serve as back-up to Finance Specialist in accounts payable process.
- Serve as back-up to Finance Specialist in payroll process.
- Conduct analytical research for various city operations, functions and programs.

- Assist with research regarding economic development projects and strategies.
- Manage special projects as directed by the City Administrator and Finance Director.
- Conduct a wide variety of reporting tasks which may include grant writing, monitoring and reporting.
- Utilize advanced knowledge to collect, organize, analyze, and interpret information from various sources, facts or circumstances. Analyze processes to identify opportunities for improvement and present findings.
- Respond to public inquiries; provide information within the area of assignment; distribute and receive forms and documents related to departmental business; assist the public in filling out forms; receive fees and payments for departmental services or businesses as appropriate.
- Assist other departmental personnel in collecting data for a variety of research projects and programs; assist in the analysis and preparation of a variety of reports.
- Answer the telephone and provide assistance to the general public as needed; assist with providing information on departmental and city policies and procedures as required; assist staff as needed with information, assist City Hall visitors and other public contacts.
- Perform other duties and responsibilities as assigned.

#### **REQUIREMENTS:**

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in business administration, public administration, finance or a related field. A Master's degree is highly desirable.
- Two years of experience in related work preferred but not required.
- Ability to organize materials and maintain accurate electronic and hard copy records.
- High level of public relations skills for daily interaction with citizens.
- Ability to establish and maintain effective working relationships with work colleagues and the general public.



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Police Department

**AGENDA ITEM:** Resolution 908 – Special Event Permit – Smithville Lake Festival

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**RECOMMENDED ACTION:**

A motion to approve Resolution 908 approving a Special Event Permit to the Smithville Festival Committee for Smithville Lake Festival 2021.

**SUMMARY:**

Approval of this item will issue a Special Event Permit to the Smithville Festival Committee (Chairman, Barbara Lamb) for Smithville Lake Festival to be held at Courtyard Park on June 25, 26 and 27, 2021.

The requested permit will allow the participants to have alcohol (open container) at the event. The event coordinators have requested that the event run from 5:00 p.m. to 12:00 a.m. on Friday (June 25), from 10:00 a.m. to 12:00 a.m. Saturday (June 26), and from 10:00 a.m. to 5:00 p.m. on Sunday (June 27). The committee has also requested closure of Main Street, Bridge Street and Church Street from 12 noon on Friday (August 28) through 6 PM on Sunday (August 30).

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public. Alcohol will be contained within a "Beer Garden" area at the courtyard.

The event coordinators have applied for and obtained State Licensing. All businesses/committees selling alcohol are required to have City and State Alcohol Licenses.

Event coordinators have been informed of current gathering restrictions recommended by the Clay County Public Health Center and will monitor those restrictions for compliance.

**PREVIOUS ACTION:**

Special Event Permits have been approved for this event in the past (August 6, 2019 and July 7, 2020).

**POLICY ISSUE:**

n/a

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Map

☐ Contract

☐ Plans

☐ Minutes



## **RESOLUTION 908**

### **A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE SMITHVILLE FESTIVAL COMMITTEE FOR SMITHVILLE LAKE FESTIVAL 2021 AT COURTYARD PARK ON FRIDAY, SATURDAY AND SUNDAY, JUNE 25, 26 AND 27, 2021.**

**WHEREAS**, the Smithville Festival Committee, LLC has submitted an application with all required fees and documentation; and,

**WHEREAS**, licensed businesses will supply the food and beverages for a fee to the participants in a Beer Garden tent at Courtyard Park using their state and city licenses to sell alcohol; and,

**WHEREAS**, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and,

**WHEREAS**, Smithville police officers will assist in providing security at the event.

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO THE SMITHVILLE FESTIVAL COMMITTEE FOR SMITHVILLE LAKE FESTIVAL 2020 TO BE HELD JUNE 25, 26 AND 27, 2021 IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

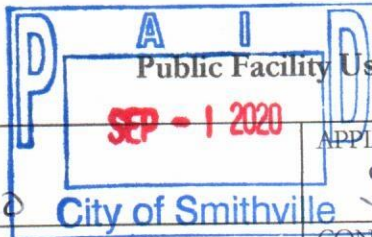
ATTEST:

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Linda Drummond, City Clerk







## Public Facility Use Permit Application

REQUIRED INFORMATION	TODAY'S DATE 09/01/2020		APPLICANT NAME Smithville Festival Committee	
	CATEGORY <input type="radio"/> I <input type="radio"/> II <input checked="" type="radio"/> III <input type="radio"/> IV <input type="radio"/> V		CONTACT NAME Barbara Lamb	
	ADDRESS PO Box 15			
	CITY Smithville	STATE Mo	ZIP 64089	
FACILITY INFORMATION	PHONE 816-805-2290		ALTERNATE PHONE 816-805-2230	
	E-MAIL ADDRESS blamb4@att.net			
	PERMIT TYPE <input type="radio"/> INDOOR <input type="radio"/> OUTDOOR <input checked="" type="radio"/> PARADE <input checked="" type="radio"/> SPECIAL EVENT <input type="radio"/> SPORTS FIELD <input type="radio"/> BLOCK PARTY			
	FACILITY Downtown / Courtyard		EVENT DATE June 25-27, 2021	
SIGNATURE	EXPECTED ATTENDANCE 1,000		START TIME June 25 @ 5pm	END TIME June 27 @ 5pm
	OTHER REQUIREMENTS <input checked="" type="checkbox"/> ADVERTISING <input checked="" type="checkbox"/> ALCOHOL <input checked="" type="checkbox"/> CONCESSIONS <input checked="" type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> STREET CLOSINGS <input checked="" type="checkbox"/> SECURITY <input checked="" type="checkbox"/> VENDORS			
	I, the undersigned, both individually and on behalf of the above named applicant, certify that we have received and read the rules, regulations and requirements outlined in the Public Facilities Use Policy. I do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I understand that falsification of any information related to this application will result in immediate termination of our event.			
	SIGNATURE Barbara Lamb		DATE 09/01/2020	
OFFICE USE ONLY	PRINTED NAME AND TITLE (IF APPLICABLE) Barbara Lamb, Secretary			
	PERMIT #		DEPOSIT	
	APPROVAL		RENTAL FEE	
	RELEASE		OTHER FEES	
	REFUND		TOTAL	

Public Facility Use Permit Application  
Attachment A – Category Application

CONTACT	CATEGORY CONTACT Barbara Lamb		
	PHONE 816-805-7290	ALTERNATE PHONE 816-805-2230	ALTERNATE PHONE
CATEGORY	<input type="radio"/> Category I	B – City co-sponsor Attach fully executed Joint Use Agreement	
	<input type="radio"/> Category II	Other governmental entities Attach a Letter of Authorization on letterhead from the governmental entity responsible for the event.	
	<input checked="" type="radio"/> Category III	Smithville-incorporated non-profit entities Attach a copy of State of Missouri certification of good standing, a copy of tax-exempt IRS 501(c)(3) letter, and a Letter of Authorization on letterhead from the organization responsible for the event.	
	<input type="radio"/> Category IV	Smithville-incorporated for-profit entities, residents If a business, attach a Letter of Authorization on letterhead from the entity responsible for the event. If a resident, provide photo identification to provide proof of resident status.	
SIGNATURE	SIGNATURE Barbara Lamb		DATE 09/01/2020
	PRINTED NAME AND TITLE (IF APPLICABLE) Barbara Lamb, Secretary		



**Public Facility Use Permit Application  
Attachment B – Parade Application**

CHAIR	PARADE CHAIR RESPONSIBLE FOR CONDUCT OF PARADE			
	Charlene Bruce			
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE	
	816-805-6080	816-805-2290	816-805-2230	

PARADE INFORMATION	NAME OF EVENT			
	Smithville Lake Festival Parade			
	DATE OF EVENT			
	June 26, 2021			
	START TIME		END TIME	
	11:00 am		12:00 pm	
	PARADE START POINT		PARADE TERMINATION POINT	
	# OF SPECTATORS	# OF PARTICIPANTS	# OF ANIMALS	# OF VEHICLES
	1200	75	Approx. 10	40

ROUTE	ROUTE TO BE TRAVELED (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)	
	Parade route is TBD. Once known, an updated map will be provided.	

ROUTE	PORTION OF THE WIDTH OF THE STREETS THE PARADE WILL OCCUPY (INCLUDE IF THE RIGHT-OF-WAY AND SIDEWALK WILL BE IN USE BY SPECTATORS)	
	Parade will use full width of city streets. Spectators will occupy sidewalks.	

SIGNATURE	SIGNATURE	DATE
	Barbara Lamb	09/01/2020
	PRINTED NAME AND TITLE (IF APPLICABLE)	
	Barbara Lamb, Secretary	

**Public Facility Use Permit Application  
Attachment C – Special Event Application**

1 of 3

<b>CHAIR</b>	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT <div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb</div>			
	PHONE <div style="font-size: 1.2em; font-family: cursive;">816-805-2290</div>	ALTERNATE PHONE <div style="font-size: 1.2em; font-family: cursive;">816-805-2230</div>	ALTERNATE PHONE	
<b>SPECIAL EVENT INFORMATION</b>	NAME OF EVENT <div style="font-size: 1.2em; font-family: cursive;">Smithville Lake Festival</div>			
	DATE OF EVENT <div style="font-size: 1.2em; font-family: cursive;">June 25, 26 + 27, 2021</div>			
	START TIME <div style="font-size: 1.2em; font-family: cursive;">June 25 @ 5 pm</div>		END TIME <div style="font-size: 1.2em; font-family: cursive;">June 27 @ 5 pm</div>	
	# OF SPECTATORS <div style="font-size: 1.2em; font-family: cursive;">1,000</div>	# OF PARTICIPANTS	# OF ANIMALS	# OF VEHICLES
	EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)			
<b>SITE PLAN</b>	<p>The Festival Committee is bringing back a community favorite, Smithville Lake Festival. We will be promoting the City to visitors &amp; residents. The festival will provide a variety of activities for all ages. We will have food &amp; craft vendors, a parade, a children's area, music &amp; a variety of other events.</p> <p>We respectfully request an exception to the noise ordinance from 11 pm to midnight on June 25 + 26, 2021.</p> <p>We also request the city's trash barrels be brought downtown from Smith's Fork for the events.</p>			
<b>SIGNATURE</b>	SIGNATURE <div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb</div>			DATE <div style="font-size: 1.2em; font-family: cursive;">09/01/2020</div>
	PRINTED NAME AND TITLE (IF APPLICABLE) <div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb, Secretary</div>			



**Public Facility Use Permit Application  
Attachment C - Special Event Application**

2 of 3

<b>CHAIR</b>	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT <div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb</div>			
	PHONE <div style="font-size: 1.2em; font-family: cursive;">816-805-2290</div>	ALTERNATE PHONE <div style="font-size: 1.2em; font-family: cursive;">816-805-2230</div>	ALTERNATE PHONE	
<b>SPECIAL EVENT INFORMATION</b>	NAME OF EVENT <div style="font-size: 1.2em; font-family: cursive;">Co-Ed Softball Tournament</div>			
	DATE OF EVENT <div style="font-size: 1.2em; font-family: cursive;">June 27, 2021</div>			
	START TIME <div style="font-size: 1.2em; font-family: cursive;">7:00 am (approx.)</div>		END TIME <div style="font-size: 1.2em; font-family: cursive;">10:00 pm (approx.)</div>	
	# OF SPECTATORS <div style="font-size: 1.2em; font-family: cursive;">300</div>	# OF PARTICIPANTS <div style="font-size: 1.2em; font-family: cursive;">100</div>	# OF ANIMALS	# OF VEHICLES
<b>SITE PLAN</b>	<p>EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)</p> <div style="font-size: 1.1em; font-family: cursive;">             Co-Ed Softball Tournament - participants &amp; spectator numbers depend on interest. We would like to rent both large ball diamonds at Heritage Park. Per Matt Denton, cost is \$100 per day per field. Parks Dept. is responsible for dragging &amp; lining each field.           </div> <div style="font-size: 1.1em; font-family: cursive; margin-top: 20px;">             Insurance information will be provided once obtained.           </div>			
<b>SIGNATURE</b>	SIGNATURE <div style="font-size: 1.5em; font-family: cursive;">Barbara Lamb</div>			DATE <div style="font-size: 1.2em; font-family: cursive;">09/01/2020</div>
	PRINTED NAME AND TITLE (IF APPLICABLE) <div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb, Secretary</div>			

**Public Facility Use Permit Application  
Attachment C - Special Event Application**

3 of 3

<b>CHAIR</b>	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT			
	<div style="font-size: 1.2em; font-family: cursive;">Sherrie Coulter</div>			
	PHONE <div style="font-size: 1.1em; font-family: cursive;">816-589-3860</div>	ALTERNATE PHONE <div style="font-size: 1.1em; font-family: cursive;">816-805-2290</div>	ALTERNATE PHONE <div style="font-size: 1.1em; font-family: cursive;">816-805-2230</div>	

<b>SPECIAL EVENT INFORMATION</b>	NAME OF EVENT			
	<div style="font-size: 1.2em; font-family: cursive;">Pancake Breakfast - Smithville Senior Center</div>			
	DATE OF EVENT			
	<div style="font-size: 1.2em; font-family: cursive;">June 26, 2021</div>			
	START TIME		END TIME	
<div style="font-size: 1.1em; font-family: cursive;">8:00 am</div>		<div style="font-size: 1.1em; font-family: cursive;">10:00 am</div>		
# OF SPECTATORS	# OF PARTICIPANTS	# OF ANIMALS	# OF VEHICLES	
	<div style="font-size: 1.1em; font-family: cursive;">200</div>			

<b>SITE PLAN</b>	EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)	
	<div style="font-size: 1.1em; font-family: cursive;"> <p>Pancake Breakfast before the parade. Open to the public. The Sons of the American Legion and the KIDSrock organization will jointly host this event.</p> <p>This event will be a part of the Smithville Lake Festival.</p> </div>	

<b>SIGNATURE</b>	SIGNATURE	DATE
	<div style="font-size: 1.2em; font-family: cursive;">Barbara Lamb</div>	<div style="font-size: 1.1em; font-family: cursive;">09/01/2020</div>
	PRINTED NAME AND TITLE (IF APPLICABLE)	
	<div style="font-size: 1.1em; font-family: cursive;">Barbara Lamb - Secretary</div>	



Public Facility Use Permit Application  
Attachment D - Sports Field Application

CONTACT	CONTACT AVAILABLE DAY OF EVENT Barbara Lamb		
	PHONE 816-805-2290	ALTERNATE PHONE 816-805-2230	ALTERNATE PHONE
	E-MAIL blamb4@att.net		
INFORMATION	FIELD(S) Fields 1 + 2 @ Heritage Park		
	EVENT DATE(S) June 27, 2021	DAY(S) OF THE WEEK <input checked="" type="checkbox"/> SUNDAY <input type="checkbox"/> MONDAY <input type="checkbox"/> TUESDAY <input type="checkbox"/> WEDNESDAY <input type="checkbox"/> THURSDAY <input type="checkbox"/> FRIDAY <input type="checkbox"/> SATURDAY	
	EXPECTED ATTENDANCE 300	START TIME 7:00 am (approx)	END TIME 10:00 pm (approx)
	SIGNATURE Barbara Lamb		
SIGNATURE	DATE 09/01/2020		
	PRINTED NAME AND TITLE (IF APPLICABLE) Barbara Lamb		

**Public Facility Use Permit Application  
Attachment E – Concession Stand Application**

CONTACT	LICENSED INDIVIDUAL OR COMPANY PROVIDING SERVICE		PHONE	
	NAME OF ON-SITE CONTACT		PHONE	
	ADDRESS			
	CITY	STATE	ZIP	
INFORMATION	CONCESSION STAND			
	EVENT DATE(S)	-OR-	DAY(S) OF THE WEEK	
	SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY			
SIGNATURE	EXPECTED ATTENDANCE	START TIME		END TIME
	SIGNATURE		DATE	
PRINTED NAME AND TITLE (IF APPLICABLE)				

N/A



**Public Facility Use Permit Application  
Attachment F – Insurance**

CONTACT	INSURANCE BROKER PROVIDING INSURANCE <i>Smithville Festival Committee</i>		PHONE <i>816-805-2290</i>
	ADDRESS <i>Po Box 15</i>		
	CITY <i>Smithville</i>	STATE <i>Mo</i>	ZIP <i>64089</i>

THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION:

1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES the Releasees ("Releasees" are defined as members Member name officials, and any other employees, personnel or volunteers of the event sponsor) from Member name all liability to THE SPONSOR ORGANIZATION for any or all losses or damages and any claims or demands therefor on account of injury to the person or property or resulting in death of any members of the Sponsor Organization, any Event participants third parties, whether caused by the negligence of the Releasees or otherwise while the Sponsor Organization is sponsoring the Event;
2. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while sponsoring the Event; and 3. HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY Releasees for any liability sustained by Releasees as a result of any negligent, willful or intentional acts of the Sponsor Organization, including any costs, expenses or attorneys fees incurred as a result of such acts.

THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE <i>Barbara Lamb</i>	DATE <i>09/01/2020</i>
PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE <i>Barbara Lamb</i>	TITLE <i>Secretary</i>

*Proof of Insurance will be provided once it has been obtained.*

Public Facility Use Permit Application  
Attachment H - Security Application

CONTACT	LICENSED INDIVIDUAL OR COMPANY PROVIDING SERVICE Smithville Police Department		PHONE 816-532-3897
	NAME OF ON-SITE CONTACT Barbara Lamb		PHONE 816-805-2290
	ADDRESS 506 Liberty Rd		
	CITY Smithville	STATE MO	ZIP 64089
	EXPECTED ATTENDANCE 1,000		NUMBER OF SECURITY PERSONNEL
	DESCRIPTION OF SECURITY PERSONNEL ATTIRE The officers being used are required to be in uniform + patrol within the barricaded areas. Generally, an officer will only be needed when alcohol is served.		
SIGNATURE	SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE Barbara Lamb		DATE 09/01/2020
	PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE Barbara Lamb		TITLE Secretary



**Public Facility Use Permit Application  
Attachment I - Street Closing Application**

<b>CONTACT</b>	PERSON/TRAFFIC CONTROL COMPANY RESPONSIBLE FOR STREET CLOSINGS		
	Barbara Lamb		
<b>STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)</b>	PHONE	ALTERNATE PHONE	ALTERNATE PHONE
	816-805-2290	816-805-2230	
<b>STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)</b>	DESCRIBE STREET CLOSINGS IN DETAIL AND DRAW OR ATTACH A MAP		
	Barricades will be rented from Johnny Viebrock. Streets will be closed at noon on Friday June 25, 2021. Barricades will be placed at Main & Mill intersection but monitored to allow vendors in & out on Friday. Please see map for barricaded areas. No sidewalks will be closed in these areas. Streets will be closed in these areas. Streets will reopen when they are properly cleaned for reopening but no later than Sunday, June 27, @ 6pm.		
	STREET TO BE CLOSED BETWEEN	CROSS STREET 1	AND CROSS STREET 2
	see description above & attached map		
	REASON FOR CLOSING		
	Smithville Lake Festival		
	# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED
	DATE/TIME STREET CLOSED	DATE/TIME STREET REOPENED	
	June 25, 2021 @ noon	June 27, 2021 @ 6pm	
	STREET TO BE CLOSED BETWEEN	CROSS STREET 1	
REASON FOR CLOSING			
# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED	
DATE/TIME STREET CLOSED	DATE/TIME STREET REOPENED		
<b>SIGNATURE</b>	SIGNATURE		DATE
	Barbara Lamb		09/01/2020
PRINTED NAME AND TITLE (IF APPLICABLE)			
Barbara Lamb, Secretary			







# Smithville Police Department

## Request for Off-Duty Officers

Date of Request: 06/01/2020

Date of Event: June 25-27, 2021

Address of Event: 100 East Main

Number Expected to Attend: 1000 (Depending on event, 1 officer for every 100 in attendance/commander discretion)

Number of Officers Requested: 2 Beginning Time: see below Ending Time: 12:00 midnight

Will Alcohol Be Served? ☒ YES ☐ NO

6/25 - 5:00 pm - midnight

6/26 - noon - midnight - no alcohol sales

Type of Event (i.e. Wedding Reception, Large Party, Community Event, Concert, Site Security, etc.)

Lake Festival

Job Description (i.e. Parking Lot Security, Building Security, Event Security, Traffic Control, etc.)

event security

Rate of Pay-\$45/hour (3 Hour Minimum)

REQUESTOR: ☒ Personal ☐ Business

Name of Requestor: Barbara Lamb - Smithville Festival Committee

Address: PO Box 15, Smithville, MO 64089

Contact Name: Barbara Lamb Phone #: 816-805-2290 Email: blamb4@att.net

After-Hours Contact: Allison Lamb Phone #: 816-805-2230

### INSURANCE REQUIREMENT:

Business requestors hiring off-duty Smithville Officers for security work shall carry the statutory limits for Workers Compensation Insurance and a minimum of \$500,000 general liability insurance coverage.

The requestor has provided a copy of the general liability insurance certificate. ☒ YES ☐ NO

Description of Business Activity: Insurance will be provided when obtained.

Are there any potential concerns or threats to your event or the attendees? ☐ YES (explain) ☒ NO

Approving Commander

Radio #

Date

Time



MANAGING OFFICER BACKGROUND CHECK  
APPLICATION SMITHVILLE, MISSOURI

Instructions: Print legibly. A background investigation will be conducted, and you may have to allow time for an accurate investigation to be completed.

Name: Barbara Allene Lamb  
First Middle Last

Address: 506 Liberty Rd Apt# \_\_\_\_\_ City, State, & Zip: Smithville, MO 64089 Phone: 816-805-2290

Maiden Name: Bruce Other Name Used: \_\_\_\_\_

Date of Birth: 1/15/1958 Age: 63 Place of Birth: Smithville, MO

Race: White Sex: F Height: 5'9" Weight: 200 lbs Hair: Brown Eyes: Green

Social Security Number 498-68-0162 Driver's License Number T981313497

Emergency Contact Allison Lamb Relationship daughter

Address 302 Highland Smithville Phone 816-805-2230

List past addresses for the last five (5) years, with number (1) the most recent:

1: 506 Liberty Rd 3: \_\_\_\_\_  
2: \_\_\_\_\_ 4: \_\_\_\_\_

Previous Employer: Hud 2345 Grand KCMO Phone \_\_\_\_\_  
(Name of Business) (Address)

Business requesting the liquor license: Smithville Festival Committee Opening Date: Temporary only  
(Name of Business)

Have you had a liquor license in Smithville? ☒ Yes ☐ No When? 2019 + 2020 Employer? \_\_\_\_\_

Have you been convicted of a crime that was classified as a felony when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

Have you been convicted of a crime that was classified as a misdemeanor when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

If you answered yes to the question about felony or misdemeanor convictions, complete the following:

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

I certify that the answers given by me to the questions and statements on this application are true and correct without consequential omissions of any kind whatsoever. I agree that the City of Smithville shall not be liable in any respect if my license is terminated or disapproved because of falsity of statement, answers, or omissions made by me in this application.

Date 02/23/21 Signature of Applicant Barbara Allene Lamb



TRICADES

ROOMS

R SALES

Church St

Church St

Church

Are Shoppe Thrift Store  
Thrift store

Thornycreek Market  
Home goods store

The Grace Place Church

Bridge St

N Bridge St

Bridge St

The Warehouse  
Architectural  
Salvage store

Callahan's Body Shop

Little  
Salem  
Courtyard Park

N Commercial Ave

N Commercial Ave

E Main St

E Main

Paw Barkers  
Gourmet Dog Treats

Wildlife Artworks  
Taxidermy

Bridge St

E Main St

Wander Shop

Jean's Flowers & Gifts  
Florist

E Main St

Main Line Taxi

Smithville City Hall

Olson Farnan  
Benefit Solutions

Little





**SMITHVILLE**  
missouri

THRIVING AHEAD

107 W Main St • Smithville, MO 64089

P:(816)532.3897

February 26, 2021

Cynthia Wagner:

I have reviewed the Temporary Liquor License application submitted by Barbara Lamb (Lakefest). I have reviewed Ms. Lamb's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Lamb be lissued a temporary city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge

**SMITHVILLE**

ADMINISTRATION

**MANAGING OFFICER BACKGROUND CHECK  
APPLICATION SMITHVILLE, MISSOURI**

Instructions: Print legibly. A background investigation will be conducted, and you may have to allow time for an accurate investigation to be completed.

Name: Barbara Allene Lamb  
First Middle Last

Address: 506 Liberty Rd Apt# 64089 City, State, & Zip: Smithville, MO Phone: 816-805-2290

Maiden Name: Bruce Other Name Used: \_\_\_\_\_

Date of Birth: 1/15/1958 Age: 63 Place of Birth: Smithville, MO

Race: White Sex: F Height: 5'9" Weight: 200 lbs Hair: Brown Eyes: Green

Social Security Number 498-68-0162 Driver's License Number T981313497

Emergency Contact Allison Lamb Relationship daughter

Address 302 Highland, Smithville Phone 816-805-2230

List past addresses for the last five (5) years, with number (1) the most recent:

1: 506 Liberty Rd 3: \_\_\_\_\_  
2: \_\_\_\_\_ 4: \_\_\_\_\_

Previous Employer: Hud 2345 Grand KCMO Phone \_\_\_\_\_  
(Name of Business) (Address)

Business requesting the liquor license: Smithville Festival Committee Opening Date: Temporary only  
(Name of Business)

Have you had a liquor license in Smithville? ☒ Yes ☐ No When? 2019 + 2020 Employer? \_\_\_\_\_

Have you been convicted of a crime that was classified as a felony when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

Have you been convicted of a crime that was classified as a misdemeanor when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

If you answered yes to the question about felony or misdemeanor convictions, complete the following:

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

I certify that the answers given by me to the questions and statements on this application are true and correct without consequential omissions of any kind whatsoever. I agree that the City of Smithville shall not be liable in any respect if my license is terminated or disapproved because of falsity of statement, answers, or omissions made by me in this application.

Date 02/23/21 Signature of Applicant Barbara Allene Lamb



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Administration, Police

**AGENDA ITEM:** Resolution 909 – Temporary Liquor License – Barbara Lamb

---

**RECOMMENDED ACTION:**

A motion to approve Resolution 909, issuing a Temporary Liquor License to Barbara Lamb, doing business as Smithville Lake Festival Committee for Smithville Lake Festival on June 25, 26 and 27, 2021 at Courtyard Park

**SUMMARY:**

Approval of this item would issue a Temporary Liquor License to Barbara Lamb, doing business as Smithville Festival Committee, to be part of the Smithville Lake Festival Beer Garden located at Courtyard Park on June 25, 26 and 27, 2021.

Chief Lockridge has completed a background check on Ms. Lamb. There were no findings to prevent issuing a liquor license.

Requested Licenses: Temporary Permit

This license will be effective June 25, 26 and 27, 2021 (pending all State license requirements).

**PREVIOUS ACTION:**

Ms. Lamb has been issued a permit for this event in the past (August 6, 2019 and July 7, 2020).

**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 type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Approval Letter |                                   |

**RESOLUTION 909**

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO  
BARBARA LAMB FOR OPERATION OF THE SMITHVILLE LAKE FESTIVAL  
2021 BEER GARDEN**

**WHEREAS**, Barbara Lamb has completed the required application, and;

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

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

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO BARBARA  
LAMB, FOR OPERATION OF THE BEER GARDEN AT COURTYARD PARK  
UNDER THE SPECIAL EVENT PERMIT APPROVED FOR SMITHVILLE  
LAKE FESTIVAL 2021 ON JUNE 25, 26 AND 27, 2021.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk



February 26, 2021

Cynthia Wagner:

I have reviewed the Temporary Liquor License application submitted by Barbara Lamb (Lakefest). I have reviewed Ms. Lamb's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Lamb be issued a temporary city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge



Temporary Liquor License Fee \$ 32.50  
Date Paid 2/23/21



TEMPORARY LIQUOR LICENSE APPLICATION  
SMITHVILLE, MISSOURI

FEB 23 2021

BY: CSA

I, the undersigned, hereby make application for a temporary event liquor license under the terms and provisions of Chapter 600.047 of the Code of the City of Smithville, Mo relating to the sale and consumption of intoxicating liquor to be issued in the name of:

Name: Barbara Allene Lamb  
First Middle Last  
(Licensee Name as it appears on State Liquor License Application)

Date of the Event: 6/25-6/26

Description of event: Smithville Lake Festival  
community event with entertainment, vendors a children's area

Address/Location of the Event: courtyard park in downtown  
Smithville, Missouri

I further state that I will be the managing officer of the business proposed to be licensed; that I hereby accept and agree to the terms and provisions of said Chapter 600.047 and the Statutes of State of Missouri (as amended), and the United States, in regard to the manufacture and sale of intoxicating liquor, that I possess the qualifications required by the terms of said Chapter 600.047 and the Statutes of State of Missouri (as amended), for applicants for said license, and the business so desired to be authorized by such license shall be carried on exclusively in and at the described premises in the City of Smithville, Clay County, Missouri.

Managing Officer:

Name: Smithville Festival Committee - Barbara Lamb

Address: 506 Liberty Rd, Smithville, Mo 64089  
Street, City, State, Zip code

Phone Number: 816-805-2290 Alternate Phone Number: 816-805-2230

Dated this 23 day of February 2021

Barbara Lamb  
Signature of Managing Officer (applicant)

Barbara Lamb, Secretary  
Print Name and title of applicant

Valid for  
June 25, 26, 27



TRICADES

THROOOMS

R SALES

Church St

Church St

Church

Bridge St

N Commercial Ave

N Commercial Ave

N Bridge St

Bridge St

Main St

W Main St

E Main St

E Main St

E Main St

EM

Arc Shoppe Thrift Store

Thornycreek Market  
Homegoods store

The Grace Place Church

The Warehouse  
Architectural salvage store

Callahan's Body Shop

Li Quor Sales

Courtyard Park

Wildlife Artworks  
Taxidermy

Paw Barkers  
Gourmet Dog Treats

Main Line Taxi

Smithville City Hall

Olson Farnan  
Benefit Solutions

Warrior Shop

Jean's Flowers & Gifts  
Florist

E Main St

Utl





February 26, 2021

Cynthia Wagner:

I have reviewed the Temporary Liquor License application submitted by Barbara Lamb (Lakefest). I have reviewed Ms. Lamb's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Lamb be lissued a temporary city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge



SMITHVILLE

ADMINISTRATION

MANAGING OFFICER BACKGROUND CHECK  
APPLICATION SMITHVILLE, MISSOURI

Instructions: Print legibly. A background investigation will be conducted, and you may have to allow time for an accurate investigation to be completed.

Name: Barbara Allene Lamb  
First Middle Last

Address: 506 Liberty Rd Apt#          City, State, & Zip: Smithville, Mo 64089 Phone: 816-805-2290

Maiden Name: Bruce Other Name Used:         

Date of Birth: 1/15/1958 Age: 63 Place of Birth: Smithville, Mo

Race: White Sex: F Height: 5'9" Weight: 200 lbs Hair: Brown Eyes: Green

Social Security Number 498-68-0162 Driver's License Number T981313497

Emergency Contact Allison Lamb Relationship daughter

Address 302 Highland, Smithville Phone 816-805-2230

List past addresses for the last five (5) years, with number (1) the most recent:

1: 506 Liberty Rd 3:           
2:          4:         

Previous Employer: Hud 2345 Grand KCMO Phone           
(Name of Business) (Address)

Business requesting the liquor license: Smithville Festival Committee Opening Date: Temporary only  
(Name of Business)

Have you had a liquor license in Smithville? ☒ Yes ☐ No When? 2019 + 2020 Employer?         

Have you been convicted of a crime that was classified as a felony when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

Have you been convicted of a crime that was classified as a misdemeanor when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No,

If you answered yes to the question about felony or misdemeanor convictions, complete the following:

Date of Conviction          City/County/State where convicted          Charge         

Date of Conviction          City/County/State where convicted          Charge         

I certify that the answers given by me to the questions and statements on this application are true and correct without consequential omissions of any kind whatsoever. I agree that the City of Smithville shall not be liable in any respect if my license is terminated or disapproved because of falsity of statement, answers, or omissions made by me in this application.

Date 02/23/21 Signature of Applicant Barbara Allene Lamb



## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 910, Special Request of Smithville American Legion Post 58

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**RECOMMENDED ACTION:**

A motion approving Resolution 910.

**SUMMARY:**

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties, and if executed, removes the obligation for the group to reserve the facility or pay fees.

Smithville American Legion Post 58 is asking the Board to sponsor their Missouri 200<sup>th</sup> Statehood Anniversary Event that will take place at the Courtyard on April 24, 2021. Sponsoring the event would waive the Courtyard Event fee of \$100 + \$200 Damage Deposit.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**

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

## **RESOLUTION 910**

### **A RESOLUTION APPROVING A SPECIAL REQUEST FOR THE SMITHVILLE AMERICAN LEGION POST 58**

**WHEREAS**, the Smithville American Legion Post 58 has submitted an Event Application and has requested the City sponsor their event; and,

**WHEREAS**, Missouri 200<sup>th</sup> Statehood Anniversary Event that will take place at the Courtyard on April 24, 2021; and,

**WHEREAS**, sponsoring the event would allow waiver the Courtyard Event Fee of \$100 + \$200 Damage Deposit.

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

**THAT** the City of Smithville agrees to sponsor the Missouri 200<sup>th</sup> Statehood Anniversary Event to be held at Courtyard Park on April 24, 2021. City sponsorship of this event would allow waiver of event rental fees and deposits.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



Smithville Board of Aldermen  
March 30, 2021

Dear Board,

The Smithville American Legion is coordinating a yearlong celebration of the 200th anniversary of Missouri Statehood. We are coordinating activities each month throughout the year. On April 24th Valoar Ranch and the Legion will be hosting an Antique Tractor, Model A, Classic Car, Steam Engine/Sawmill, Model Train & Miniature Steam Engine display downtown. The Model Train and Miniature Steam Engine displays will be under cover on the stage. The remaining displays will use the streets around the square. We have applied for a permit to close the streets from 10am to 4pm on the 24th.

Our hope is that the scheduled activities will foster an interest in the way things were done throughout our history as a State and will draw people to our downtown businesses. In that regard, we ask that the board look favorably on waiving the fee to use the park on the 24th.

As a point of information, the Legion is organizing and hosting a day of recognition of the September 11th attack on the United States. At that time, we'll also unveil information signage for the Remembrance Rail in the park. We would like the City to join us on September 11 at the Memorial on the Square. The Smithville Legion will pay for the signage and will work with the Parks Department to install the signage and provide input to the verbiage for the information sign. We'll contract with a company that the National Park Service uses for signage throughout the country. All aspects of design and information will be coordinated with the Parks and the City prior to manufacture.

Other events throughout the year will be horseshoe pitching, old time fiddler's contest, 2-person log sawing competition, wood splitting competition, goat milking competition, dunk tank, scavenger hunt, jump rope, marbles, cake walk, pie and cake raffle, frog jumping, sack race, egg/spoon race, jumping mule and draft horse show, etc. The Legion is coordinating with organizations from our community to co-host each month's activities. The Chamber, The Rotary, The Lions, The Kiwanis, The Historical Society, The Sons of the American Legion, The American Legion Women's Auxiliary, Lake Fest and Valor Ranch.

Please contact Dewayne Knott at: 816-868-5343 or by e-mail at: [louisa3@earthlink.net](mailto:louisa3@earthlink.net) if you have any questions or concerns.

Kind Regards,

Dewayne Knott  
Smithville American Legion  
Jim Nelson Post 58  
816-868-5343



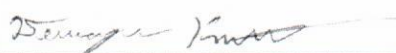
## Public Facility Use Permit Application

REQUIRED INFORMATION	TODAY'S DATE 12 MAR 2021		APPLICANT/ORGANIZATION NAME Smithville American Legion Post 58	
	CATEGORY <input checked="" type="radio"/> PUBLIC <input type="radio"/> PRIVATE		CONTACT NAME Dewayne Knott	
	ADDRESS 15019 Green Briar Drive			
	CITY Smithville		STATE Missouri	ZIP 64089
	PHONE 816-868-5343		ALTERNATE PHONE	
	E-MAIL ADDRESS Louisa3@earthlink.net			
FACILITY INFORMATION	<input type="radio"/> SENIOR CENTER SHELTER <input type="radio"/> PARADE <input type="radio"/> SPECIAL EVENT <input type="radio"/> SPORTS FIELD <input type="radio"/> BLOCK PARTY			
	FACILITY Stage on the Square		EVENT DATE 24 APR 2021	
	EXPECTED ATTENDANCE 150	START TIME Noon	END TIME 4pm	
	OTHER REQUIREMENTS <input checked="" type="checkbox"/> ADVERTISING <input type="checkbox"/> ALCOHOL (permit required) <input type="checkbox"/> CONCESSIONS <input checked="" type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> STREET CLOSINGS <input type="checkbox"/> SECURITY <input type="checkbox"/> VENDORS			
SIGNATURE	I, the undersigned, both individually and on behalf of the above named applicant, certify that we have received and read the rules, regulations and requirements outlined in the Public Facilities Use Policy. I do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I understand that falsification of any information related to this			
	SIGNATURE <i>Dewayne Knott</i>		DATE 16 MAR 2021	
	PRINTED NAME AND TITLE (IF APPLICABLE) Dewayne Knott, Public Affairs Officer			
OFFICE USE ONLY	PERMIT #		DEPOSIT	
	APPROVAL		RENTAL FEE	
	RELEASE		OTHER FEES	
	REFUND		TOTAL	

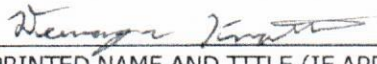




Public Facility Use Permit Application  
**Attachment B – Special Event Application**

CHAIR	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT Dewayne Knott			
	PHONE 816-868-5343	ALTERNATE PHONE	ALTERNATE PHONE	
SPECIAL EVENT INFORMATION	NAME OF EVENT Smithville American Legion Missouri 200 <sup>th</sup> Statehood Anniversary Event			
	DATE OF EVENT 24 APR 2021			
	START TIME Noon		END TIME 4pm	
	# OF SPECTATORS 150 +/-	# OF PARTICIPANTS 25 +/-	# OF ANIMALS 0	# OF VEHICLES 25+/-
SITE PLAN	EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)			
	<p>The event is part of the year long celebration of the 200<sup>th</sup> anniversary of Missouri Statehood. The April event is designed to display Antique Tractors, Model A Cars and a Steam Engine/Sawmill on the streets to include Main, Bridge, Commerce &amp; Church.</p> <p>Model trains and miniature steam engines will be displayed under cover on the stage in the park on the square.</p> <p>The Old schoolhouse will be open for visitors.</p>			
SIGNATURE	SIGNATURE 		DATE 16 MAR 2021	
	PRINTED NAME AND TITLE (IF APPLICABLE) Dewayne Knott, Public Affairs Officer			

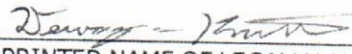
# Public Facility Use Permit Application Attachment H Street Closing Application

<b>CONTACT</b>	PERSON/TRAFFIC CONTROL COMPANY RESPONSIBLE FOR STREET CLOSINGS Dewayne Knott		
	PHONE 816-868-5343	ALTERNATE PHONE	ALTERNATE PHONE
<b>STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)</b>	DESCRIBE STREET CLOSINGS IN DETAIL AND ATTACH A MAP Close Main, Bridge, Church & Commerce Streets. See attached map.		
	STREET TO BE CLOSED BETWEEN Main & Church	CROSS STREET 1 Bridge	AND CROSS STREET 2 Commerce
	REASON FOR CLOSING Tractor/Model A/Steam Engine display		
	# OF TRAFFIC LANES CLOSED 2		# OF STREET BLOCKS CLOSED 1
	DATE/TIME STREET CLOSED 10am	DATE/TIME STREET REOPENED 4pm	
	STREET TO BE CLOSED BETWEEN Bridge & Commerce	CROSS STREET 1 Main & Church	
	REASON FOR CLOSING Tractor & Model A/Steam Engine display		
	# OF TRAFFIC LANES CLOSED 2	# OF SIDEWALKS CLOSED 0	# OF STREET BLOCKS CLOSED 2
DATE/TIME STREET CLOSED 10am	DATE/TIME STREET REOPENED 4pm		
<b>SIGNATURE</b>	SIGNATURE 		DATE 16 MAR 2021
	PRINTED NAME AND TITLE (IF APPLICABLE) Dewayne Knott, Public Affairs Officer		



**Public Facility Use Permit Application**  
**Attachment E – Insurance**  
**(Required)**

<b>CONTACT</b>	INSURANCE BROKER PROVIDING INSURANCE Gateway Insurance		PHONE 314-631-5111
	ADDRESS 9302 Gravois Road		
	CITY St. Louis	STATE Missouri	ZIP 63123

<b>SIGNATURE</b>	<p>THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION:</p> <p>1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES the Releasees ("Releasees" are defined as members Member name officials, and any other employees, personnel or volunteers of the event sponsor) from Member name all liability to THE SPONSOR ORGANIZATION for any or all losses or damages and any claims or demands therefor on account of injury to the person or property or resulting in death of any members of the Sponsor Organization, any Event participants third parties, whether caused by the negligence of the Releasees or otherwise while the Sponsor Organization is sponsoring the Event;</p> <p>2. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while sponsoring the Event; and 3. HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY Releasees for any liability sustained by Releasees as a result of any negligent, willful or intentional acts of the Sponsor Organization, including any costs, expenses or attorneys fees incurred as a result of such acts.</p> <p>THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.</p>	
	SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE 	DATE 16 MAR 2021
	PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE Dewayne Knott	TITLE Public Affairs Officer





## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 911 – Special Event Permit – Smithville Main Street District – Wine and Walk

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**RECOMMENDED ACTION:**

A motion to approve Resolution 911 issuing a Special Event Permit to the Smithville Main Street District for the Wine and Walk

**SUMMARY:**

Approval of this item will issue a Special Event Permit to the Smithville Main Street District for the Wine and Walk to be held at Courtyard Park on April 24, 2021.

The requested permit will allow the participants to have alcohol (open container) at the event. The event coordinators have requested that the event run from 4:00 p.m. to 12:00 a.m. on Saturday (April 24). The committee has also requested closure of Main Street and Bridge Street from 4:00 p.m. to 12:00 a.m.

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public. Alcohol will be contained within the closed off area of the Square.

The event coordinators have applied for and obtained State Licensing. All businesses/committees selling alcohol are required to have City and State Alcohol Licenses.

Event coordinators have been informed of current gathering restrictions recommended by the Clay County Public Health Center and will monitor those restrictions for compliance.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

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

**FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

**ATTACHMENTS:**

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

## **RESOLUTION 911**

### **A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE SMITHVILLE MAIN STREET DISTRICT WINE AND WALK IN THE DOWNTOWN COURTYARD ON SATURDAY APRIL 24, 2021.**

**WHEREAS**, the Smithville Main Street District has submitted an application with all required fees and documentation; and,

**WHEREAS**, licensed businesses will supply the food and beverages for a fee to the participants at the Courtyard Park using their state and city licenses to sell alcohol; and,

**WHEREAS**, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and,

**WHEREAS**, Smithville police officers will assist in providing security at the event.

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO THE SMITHVILLE MAIN STREET DISTRICT WINE AND WALK IN THE DOWNTOWN COURTYARD ON SATURDAY APRIL 24, 2021 IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



# Main Street District Wine & Walk

April 24, 2021



Received 3/25/2021

## Public Facility Use Permit Application

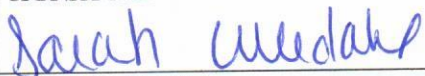
REQUIRED INFORMATION	TODAY'S DATE <b>03/23/2021</b>		APPLICANT NAME <b>Smithville Main St. District</b>	
	CATEGORY <input type="radio"/> I <input type="radio"/> II <input checked="" type="radio"/> III <input type="radio"/> IV <input type="radio"/> V		CONTACT NAME <b>Sarah Ulledahl</b>	
	ADDRESS <b>107 E. Main St.</b>			
	CITY <b>Smithville</b>	STATE	ZIP <b>64089</b>	
	PHONE <b>(816) 866-4337</b>		ALTERNATE PHONE	
FACILITY INFORMATION	E-MAIL ADDRESS <b>smithvillemainstreetdistrict@gmail.com</b>			
	PERMIT TYPE <input type="radio"/> INDOOR <input type="radio"/> OUTDOOR <input type="radio"/> PARADE <input checked="" type="radio"/> SPECIAL EVENT <input type="radio"/> SPORTS FIELD <input type="radio"/> BLOCK PARTY			
	FACILITY <b>Courtyard Park</b>		EVENT DATE <b>04/24/2021</b>	
	EXPECTED ATTENDANCE <b>500</b>	START TIME <b>15:00</b>	END TIME <b>19:00</b>	
	OTHER REQUIREMENTS <input type="checkbox"/> ADVERTISING <input checked="" type="checkbox"/> ALCOHOL <input type="checkbox"/> CONCESSIONS <input checked="" type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> STREET CLOSINGS <input checked="" type="checkbox"/> SECURITY <input checked="" type="checkbox"/> VENDORS			
SIGNATURE	I, the undersigned, both individually and on behalf of the above named applicant, certify that we have received and read the rules, regulations and requirements outlined in the Public Facilities Use Policy. I do hereby agree that we will abide by the policies governing the use of this facility and will be responsible for any damages to the facility, furniture, or equipment caused by our occupancy of the premises. I understand that falsification of any information related to this application will result in immediate termination of our event.			
	SIGNATURE <i>Sarah Ulledahl</i>		DATE <b>3-24-2021</b>	
	PRINTED NAME AND TITLE (IF APPLICABLE) <b>Sarah Ulledahl Vice-President Smithville Main Street</b>			
OFFICE USE ONLY	PERMIT #		DEPOSIT	
	APPROVAL		RENTAL FEE	
	RELEASE		OTHER FEES	
	REFUND		TOTAL	




Public Facility Use Permit Application  
Attachment A – Category Application

CONTACT	CATEGORY CONTACT		
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE
CATEGORY	<input type="radio"/> Category I	B – City co-sponsor Attach fully executed Joint Use Agreement	
	<input type="radio"/> Category II	Other governmental entities Attach a Letter of Authorization on letterhead from the governmental entity responsible for the event.	
	<input checked="" type="radio"/> Category III	Smithville-incorporated non-profit entities Attach a copy of State of Missouri certification of good standing, a copy of tax-exempt IRS 501(c)(3) letter, and a Letter of Authorization on letterhead from the organization responsible for the event.	
	<input type="radio"/> Category IV	Smithville-incorporated for-profit entities, residents If a business, attach a Letter of Authorization on letterhead from the entity responsible for the event. If a resident, provide photo identification to provide proof of resident status.	
SIGNATURE	SIGNATURE Sarah Umedahl		DATE 3-25-21
	PRINTED NAME AND TITLE (IF APPLICABLE) Sarah Umedahl		

Public Facility Use Permit Application  
Attachment G – Alcohol Application

CONTACT	LICENSED INDIVIDUAL OR COMPANY PROVIDING SERVICE		PHONE
	Chop's BBQ & Catering		816-866-4337
	NAME OF ON-SITE CONTACT		PHONE
	Sarah Ulledahl		
EVENT INFORMATION	ADDRESS		
	109 E. Main St.		
	CITY	STATE	ZIP
	Smithville	MO	64089
SIGNATURE	EXPECTED ATTENDANCE		NUMBER OF SERVERS
	500		2
	AREA WHERE ALCOHOL WILL BE SERVED (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP) Beer and wine will be served in the courtyard to our barricaded streets		
SIGNATURE	SIGNATURE		DATE
			3/23/2021
SIGNATURE	PRINTED NAME		TITLE
	Sarah Ulledahl		

**Public Facility Use Permit Application  
Attachment I – Street Closing Application**

<b>CONTACT</b>	PERSON/TRAFFIC CONTROL COMPANY RESPONSIBLE FOR STREET CLOSINGS		
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE
<b>STREET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY)</b>	DESCRIBE STREET CLOSINGS IN DETAIL AND DRAW OR ATTACH A MAP		
	STREET TO BE CLOSED BETWEEN	CROSS STREET 1	AND CROSS STREET 2
	Bridge	Main	Church
	REASON FOR CLOSING		
	To create more room for distancing		
	# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED
	2		1
	DATE/TIME STREET CLOSED	DATE/TIME STREET REOPENED	
4/24/21 1430	4/24/21 1900		
STREET TO BE CLOSED BETWEEN	CROSS STREET 1		
Main	Bridge and Commercial		
REASON FOR CLOSING			
To create more room for distancing			
# OF TRAFFIC LANES CLOSED	# OF SIDEWALKS CLOSED	# OF STREET BLOCKS CLOSED	
2		1	
DATE/TIME STREET CLOSED	DATE/TIME STREET REOPENED		
<b>SIGNATURE</b>	SIGNATURE		DATE
			3/24/21
PRINTED NAME AND TITLE (IF APPLICABLE)			
Sarah Ulledahl			



**Public Facility Use Permit Application  
Attachment K – Festival Vendor Application**

If an event will have vendors present, the vendors must be listed below.

[illegible]

# Smithville Police Department

## Request for Off-Duty Officers

Date of Request: 3-23-21  
Date of Event: 4-24-21 Address of Event: Courtyard park  
Number Expected to Attend: 500 - not all at once, 100 at a time (Depending on event, 1 officer for every 100 in attendance/commander discretion)  
Number of Officers Requested: 1 Beginning Time: 1500 Ending Time: 1900  
Will Alcohol Be Served? ☒ YES ☐ NO  
Type of Event (i.e. Wedding Reception, Large Party, Community Event, Concert, Site Security, etc.)  
Smithville Wine + Walk

Job Description (i.e. Parking Lot Security, Building Security, Event Security, Traffic Control, etc.)

Event Security

Rate of Pay-\$45/hour (3 Hour Minimum)

REQUESTOR: ☐ Personal ☒ Business

Name of Requestor: Smithville Main Street

Address: 107 E. Main St. Smithville Mo

Contact Name: Sarah Ulledahl Phone #: 816-877-3570 Email: chopsbbqandcatering@gmail.com

After-Hours Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

### INSURANCE REQUIREMENT:

Business requestors hiring off-duty Smithville Officers for security work shall carry the statutory limits for Workers Compensation Insurance and a minimum of \$500,000 general liability insurance coverage.

The requestor has provided a copy of the general liability insurance certificate. ☐ YES ☐ NO

Description of Business Activity:

Are there any potential concerns or threats to your event or the attendees? ☐ YES (explain) ☒ NO


Approving Commander

Radio #

Date

Time

**Public Facility Use Permit Application  
Attachment C – Special Event Application**

<b>CHAIR</b>	SPECIAL EVENT CHAIR RESPONSIBLE FOR CONDUCT OF EVENT			
	<b>Sarah Ulledahl</b>			
	PHONE	ALTERNATE PHONE	ALTERNATE PHONE	
	<b>816-877-3570</b>			
<b>SPECIAL EVENT INFORMATION</b>	NAME OF EVENT			
	<b>Wine and Walk</b>			
	DATE OF EVENT			
	<b>4-24-2021</b>			
	START TIME		END TIME	
	<b>1500</b>	<b>1900</b>		
	# OF SPECTATORS	# OF PARTICIPANTS	# OF ANIMALS	# OF VEHICLES
		<b>500</b>		
<b>SITE PLAN</b>	EVENT ORGANIZATION (DESCRIBE IN DETAIL AND DRAW OR ATTACH A MAP)			
	<p>Smithville Main Street district will sell tickets on line for event. With the ticket each participate will recieve 10 wine sample tickets. The wine samples will be one ounce a piece and be served out of a participating business or booth in courtyard. Main Street would like to close Main street and Bridge for the event ( see attached )</p>			
<b>SIGNATURE</b>	SIGNATURE			DATE
				<b>03/23/2021</b>
	PRINTED NAME AND TITLE (IF APPLICABLE)			
	<b>Sarah Ulledahl</b>			



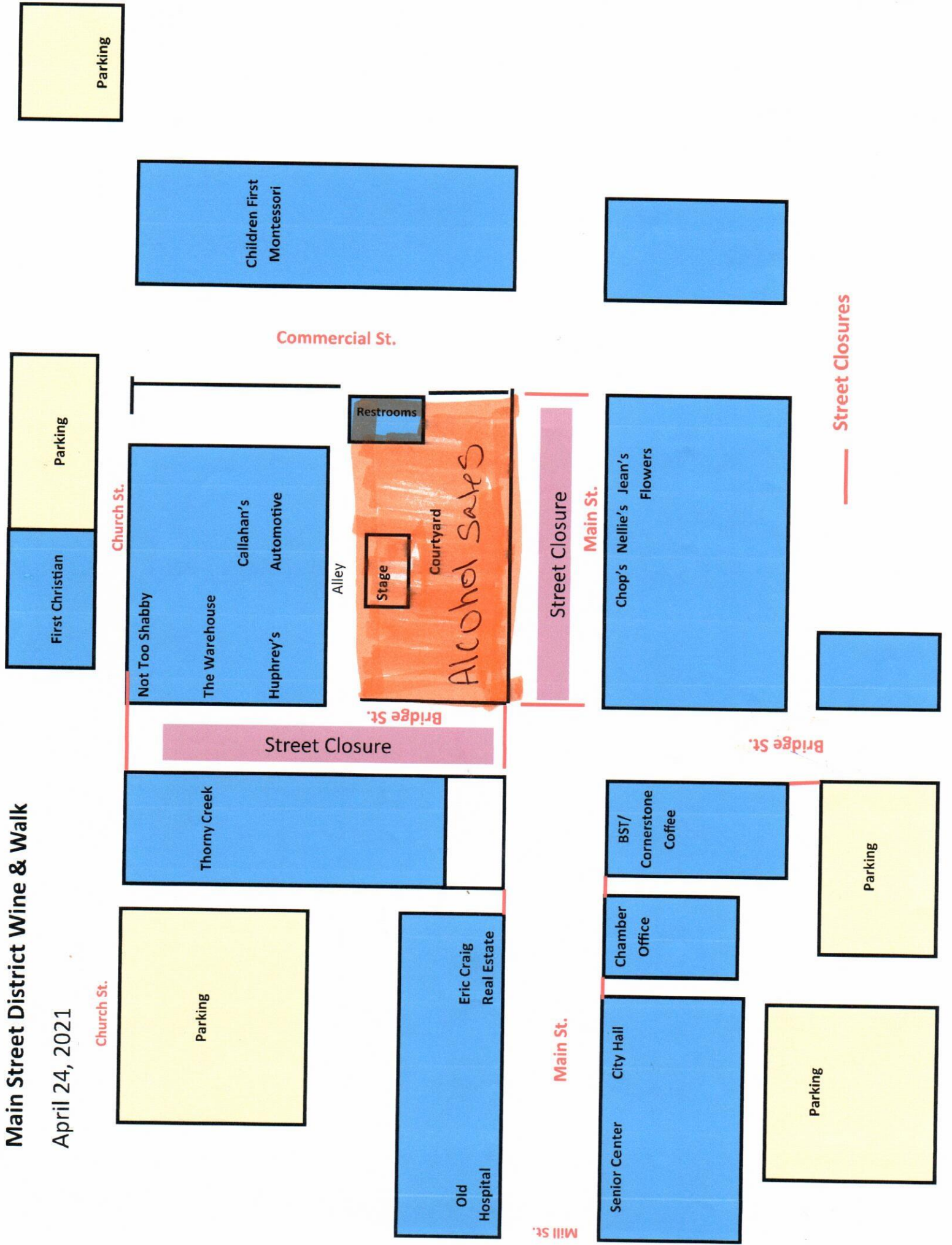
**Public Facility Use Permit Application  
Attachment F – Insurance**

CONTACT	NAME OF SPONSORING ORGANIZATION		PHONE
	ADDRESS		
	CITY	STATE	ZIP
SIGNATURE	<p>THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION:</p> <p>1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES AND INDEMNIFIES the Releasees ("Releasees" are defined as the City of Smithville and its respective officials, agents and employees) from all liability against any and all claims and causes of action for injury, death, disease, related in any manner to the Event;</p> <p>2. IN THE ABSENCE OF PROVIDING PROOF OF INSURANCE COVERAGE, the Sponsor Organization further acknowledges that the City of Smithville is not sponsoring nor otherwise involved in the administration of the Event, and the Sponsor assumes responsibility for claims associated with its operation or administration.</p> <p>THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.</p> <p>THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.</p>		
	SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE		DATE
	PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE		TITLE



# Main Street District Wine & Walk

April 24, 2021





## Board of Alderman Request for Action

**MEETING DATE:** 4/5/2021

**DEPARTMENT:** Administration, Police

**AGENDA ITEM:** Resolution 912 – Temporary Liquor License – Chop's BBQ & Catering

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**RECOMMENDED ACTION:**

A motion to approve Resolution 912 issuing a Temporary Liquor License to Chop's BBQ & Catering, for Smithville Main Street District Wine and Walk on April 24, 2021 at Courtyard Park

**SUMMARY:**

Approval of this item would issue a Temporary Liquor License to Chop's BBQ & Catering, for Smithville Main Street District Wine and Walk on April 24, 2021 at Courtyard Park.

Chief Lockridge has completed a background check on Chop's BBQ and Catering  
There were no findings to prevent issuing a liquor license.

Requested Licenses: Temporary Permit

This license will be effective April 24, 2021 (pending all State license requirements).

**PREVIOUS ACTION:**

**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 type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Approval Letter |                                   |

## **RESOLUTION 912**

### **A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO CHOP'S BBQ & CATERING FOR OPERATION OF THE WINE AND WALK**

**WHEREAS**, Chop's BBQ & Catering has completed the required application, and;

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

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

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO CHOP'S  
BBQ & CATERING AT COURTYARD PARK UNDER THE SPECIAL EVENT  
PERMIT APPROVED FOR THE WINE AND WALK**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of April 2021.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



March 31, 2021

Cynthia Wagner:

I have received the temporary liquor application submitted by Sarah B. Ulledahl (Chop's BBQ & Catering). I have reviewed Ms. Ulledahl's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Ulledahl be issued a temporary liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge

Temporary Liquor License Fee \$ \_\_\_\_\_  
Date Paid \_\_\_\_\_



**TEMPORARY LIQUOR LICENSE APPLICATION  
SMITHVILLE, MISSOURI**

I, the undersigned, hereby make application for a temporary event liquor license under the terms and provisions of Chapter 600.047 of the Code of the City of Smithville, Mo relating to the sale and consumption of intoxicating liquor to be issued in the name of:

Name: Sarah Beth Ulledahl  
First Middle Last  
(Licensee Name as it appears on State Liquor License Application)

Date of the Event: 4-24-21

Description of event: Wine & Walk, Wineries with be handing out samples with in stores + courtyard park

Address/Location of the Event: Downtown Smithville

I further state that I will be the managing officer of the business proposed to be licensed; that I hereby accept and agree to the terms and provisions of said Chapter 600.047 and the Statutes of State of Missouri (as amended), and the United States, in regard to the manufacture and sale of intoxicating liquor, that I possess the qualifications required by the terms of said Chapter 600.047 and the Statutes of State of Missouri (as amended), for applicants for said license, and the business so desired to be authorized by such license shall be carried on exclusively in and at the described premises in the City of Smithville, Clay County, Missouri.

Managing Officer:

Name: Sarah Ulledahl

Address: 408 Highland Ave, Smithville, MO 64089  
Street, City, State, Zip code

Phone Number: 816-877-3570 Alternate Phone Number: \_\_\_\_\_

Dated this 31 day of March 2021

Sarah Ulledahl  
Signature of Managing Officer (applicant)

Sarah Ulledahl  
Print Name and title of applicant

**SMITHVILLE**

ADMINISTRATION

**MANAGING OFFICER BACKGROUND CHECK  
APPLICATION SMITHVILLE, MISSOURI**

Instructions: Print legibly. A background investigation will be conducted, and you may have to allow time for an accurate investigation to be completed.

Name: Sarah Beth Ulledahl  
First Middle Last  
 Address: 408 Highland Ave Smithville, MO 64089 Phone: 816-877-3570  
Apt# City, State, & Zip

Maiden Name: R Rollo Other Name Used: \_\_\_\_\_

Date of Birth: 12-21-80 Age: 40 Place of Birth: Independence, MO

Race: White Sex: F Height: 5'4 Weight: 200 Hair: Brown Eyes: Brown

Social Security Number 496-94-6903 Driver's License Number L201092009

Emergency Contact Dan Ulledahl Relationship Husband  
 Address 408 Highland Ave Phone 816-305-4717

List past addresses for the last five (5) years, with number (1) the most recent:

1: 408 Highland Ave 3: \_\_\_\_\_  
 2: 7838 James A. Reed Rd KCMO 4: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Name of Business) (Address)

Business requesting the liquor license: Chop's BBQ + Catering Opening Date: \_\_\_\_\_  
(Name of Business)

Have you had a liquor license in Smithville? ☒ Yes ☐ No When? Current Employer? Chops

Have you been convicted of a crime that was classified as a felony when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No

Have you been convicted of a crime that was classified as a misdemeanor when the charge was drug or alcohol related within two years of the application date? ☐ Yes ☒ No

If you answered yes to the question about felony or misdemeanor convictions, complete the following:

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

Date of Conviction \_\_\_\_\_ City/County/State where convicted \_\_\_\_\_ Charge \_\_\_\_\_

I certify that the answers given by me to the questions and statements on this application are true and correct without consequential omissions of any kind whatsoever. I agree that the City of Smithville shall not be liable in any respect if my license is terminated or disapproved because of falsity of statement, answers, or omissions made by me in this application.

Date 3-31-21 Signature of Applicant Sarah Ulledahl