



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**  
**September 20, 2022**

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

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

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

1. Call to Order
2. Pledge of Allegiance
3. Proclamation - Diaper Need Awareness Week
4. Public Hearing – Property Tax Levy

Join Zoom Meeting  
<https://us02web.zoom.us/j/83323665328>

Meeting ID: 833 2366 5328  
Passcode: **550301**

5. Consent Agenda
  - Minutes
    - September 6, 2022, Board of Aldermen Special Session Minutes
    - September 6, 2022, Board of Aldermen Regular Session Minutes
  - Financial Report
    - Finance Report for August 2022
  - Resolution 1118, Amending the Sidewalk Policy  
A Resolution authorizing Public Works Department staff to implement a revised Sidewalk Improvement Program.
  - Resolution 1119, Amending Harborview Neighborhood Grant Award  
A Resolution amending the Harborview Neighborhood Beautification Grant award approving additional scope and authorizing additional expenditure of funds in the amount of \$5,810.
  - Resolution 1120, Award Bid No. 22-19, City Facilities Solid Waste Collection  
A Resolution awarding Bid No. 22-19, City facilities solid waste collection services to Waste Management of Kansas.

**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

6. Committee Reports
  - Finance Committee
  - Planning and Zoning Commission
  - Legacy Fund Committee
7. City Administrator's Report

## ORDINANCES & RESOLUTIONS

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- 8. Bill No. 2957-22, Setting the 2022 Property Tax Rate – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> & 2<sup>nd</sup> Reading**  
An Ordinance setting the property tax levy on all taxable property within the City of Smithville, Missouri for 2022. 1<sup>st</sup> and 2<sup>nd</sup> reading by title only.
- 9. Bill No. 2958-22, Rezoning 1103 South Commercial Street – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> & 2<sup>nd</sup> Reading**  
An Ordinance approving the rezoning of 1103 South Commercial Street from B2 to B3. 1<sup>st</sup> and 2<sup>nd</sup> reading by title only.
- 10. Bill No. 2959-22, Rezoning 413 Winner Avenue – Emergency Ordinance Sponsored by Mayor Boley - 1<sup>st</sup> Reading & 2<sup>nd</sup> Reading**  
An Ordinance approving the rezoning of 413 Winner Avenue from R1 to R3. 1<sup>st</sup> reading by title only. 1<sup>st</sup> and 2<sup>nd</sup> reading by title only.
- 11. Bill No. 2960-22, Amending Outdoor Storage – 1<sup>st</sup> Reading**  
An Ordinance amending Sections of Chapter 400, zoning codes related to outdoor storage. 1<sup>st</sup> reading by title only.
- 12. Bill No. 2961-22, Right of Way Agreement with Bluebird Network - 1<sup>st</sup> Reading**  
An Ordinance authorizing the Mayor to sign a Right-Of-Way Use Agreement For Communications Facilities with Missouri Network Alliance, LLC also known as Bluebird Network. 1<sup>st</sup> reading by title only.
- 13. Resolution 1121, Site Plan – Heritage Tractor**  
A Resolution approving the site plan for an addition to the Heritage Tractor building.

## OTHER MATTERS BEFORE THE BOARD

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- 14. Public Comment**  
Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
- 15. Election of Mayor Pro-Tem**  
To elect a member of the Board to the position of Mayor Pro-Tem.
- 16. 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.
- 17. Adjourn**







**Proclamation  
Diaper Need Awareness Week**

Whereas, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

Whereas, national surveys and research studies report that one in three families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

Whereas, infants and toddlers go through six to 12 diapers each day during the two to three years they wear diapers; and

Whereas, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to provide the necessary supply; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

Whereas, many parents struggling with diaper need report missing an average of four days of work each month due to an insufficient supply of diapers; and

Whereas, parents missing work due to diaper need hinders their ability to provide for their family financially, creates workforce problems for small businesses, and hurts the local economy; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Smithville recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, Smithville is proud to be home to trusted community-based organizations that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, diaper banks and the staff and volunteers who run them are community leaders and logistics experts who ensure a stable and sustainable supply of basic necessities for members of their communities; and

Whereas, through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth; now

Therefore, I, Damien Boley, Mayor of the City of Smithville, do hereby proclaim the week of September 24<sup>th</sup> through October 2<sup>nd</sup>, 2022 as

**NATIONAL DIAPER NEED AWARENESS WEEK**

in the City of Smithville and thank the aforementioned diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of the City of Smithville to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of the City of Smithville children and families can thrive and reach their full potential.

Dated this 20<sup>th</sup> day of September 2022

By \_\_\_\_\_  
Damien Boley, Mayor  
City of Smithville



# NOTICE OF PROPERTY TAX LEVY HEARING

A hearing will be held at 7:00 p.m., Tuesday, September 20, 2022, at Smithville City Hall, 107 West Main Street, at which citizens may be heard on the property tax rates proposed to be set by the City of Smithville, Missouri, a political subdivision.

NOTICE: \*Due to concerns for safety, public meetings and public comment during public meetings require modification. The City of Smithville is committed to transparent public meetings and will continue this commitment. 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.

<b>Assessed Valuation</b>	<b>Current Tax Year 2022</b>	<b>Previous Tax Year 2021</b>
Real Estate	\$191,601,005	\$181,695,180
Personal Property	\$45,884,172	\$36,422,210
<b>Total</b>	<b>\$237,485,177</b>	<b>\$218,117,390</b>

<b>Fund</b>	<b>Property Tax Revenues Billed</b>	<b>Proposed 2022 Tax Levy*</b>	<b>2021 Tax Levy*</b>
General Fund	\$979,863	0.4126	0.4126
Debt Service	None	None	None

\* Per \$100 Assessed Valuation

The above tax rate calculations are subject to change based on final aggregate assessed valuation data submitted by the Board of Equalization from Clay and Platte Counties.



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

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

**AGENDA ITEM:** Consent Agenda

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### **REQUESTED BOARD ACTION:**

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

- **Minutes**
  - September 6, 2022, Board of Aldermen Special Session Minutes
  - September 6, 2022, Board of Aldermen Regular Session Minutes
- **Financial Report**
  - Finance Report for August 2022
- **Resolution 1118, Amending the Sidewalk Policy**

A Resolution authorizing Public Works Department staff to implement a revised Sidewalk Improvement Program.
- **Resolution 1119, Amending Harborview Neighborhood Grant Award**

A Resolution amending the Harborview Neighborhood Beautification Grant award approving additional scope and authorizing additional expenditure of funds in the amount of \$5,810.
- **Resolution 1120, Award Bid No. 22-19, City Facilities Solid Waste Collection**

A Resolution awarding Bid No. 22-19, City facilities solid waste collection services to Waste Management of Kansas.

### **SUMMARY:**

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

### **PREVIOUS ACTION:**

N/A

### **POLICY ISSUE:**

N/A

### **FINANCIAL CONSIDERATIONS:**

N/A

### **ATTACHMENTS:**

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

## SMITHVILLE BOARD OF ALDERMEN SPECIAL SESSION

September 6, 2022 6:55 p.m.  
City Hall Council Chambers and Via Videoconference

### 1. **Call to Order**

Mayor Boley called the meeting to order at 6:55 p.m. A quorum of the Board was present: Marvin Atkins, John Chevalier, Dan Ulledahl and Dan Hartman. Ronald Russell was present via Zoom.

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

### 2. **Appointment of Ward III Alderman Replacement for Alderman Kobylski**

Mayor Boley appointed Leeah Shipley for Alderman Ward III replacing Alderman Kobylski who moved out of Ward III.

Roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Leeah Shipley as Alderman for Ward III.

### 3. **Swearing in Alderman**

Linda Drummond, City Clerk swore in Leeah Shipley as Alderman for Ward III.



*Figure 1- Linda Drummond, City Clerk swearing in Alderman Leeah Shipley*

### 4. **Adjourn**

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 6:58 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor



## SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

September 6, 2022, 7:00 p.m.  
City Hall Council Chambers and Via Videoconference

### 1. Call to Order

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

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

### 2. Pledge of Allegiance led by Sergeant Johnson

### 3. Pinning of Newly Promoted Sergeant Alex Johnson

Chief Lockridge noted that Alex Johnson has been with the Smithville Police Department for six years. He was one of the departments first peer-to-peer support team members. Alex has been a field training officer for approximately four years and has been a crucial part of the team and in training new officers and onboarding new staff. He has been both in a support position and a lead position as a firearms instructor. Alex has recently stepped into the role as the de-escalation instructor. All of these qualifications make him a natural selection for the position of Sergeant.

Chief Lockridge invited Sergeant Johnson's wife Shelbi to pin his Sergeant's badge on him for the very first time.



*Figure 1 - Shelbi Johnson pinning Sergeant Johnson*



*Figure 2 - Sergeant Alex Johnson and his family*

### 4. Proclamations

Mayor Boley presented the following proclamations.

**Water and Wastewater Treatment Professionals Week September 11-17**

**DAR Constitution Week September 17-23**

## 5. Consent Agenda

- **Minutes**

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

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

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

- **Resolution 1103, Acknowledging Emergency Purchase**

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

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

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

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

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

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

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

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

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

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

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

- **Resolution 1109, Fireworks Event – White Iron Ridge**

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

- **Resolution 1110, LWCF Grant Application**

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

- **Resolution 1111, Purchase of Water Service Connections**

A Resolution authorizing the purchase of water service connection materials in the amount of \$17,000 to replace 60 water service connections.

- **Resolution 1112, Change Order with Veenstra and Kimm**

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

- **Resolution 1113, Engineering for Commercial Street Sidewalk**

A Resolution authorizing and directing the Mayor to execute an agreement with BG Consultants for engineering services for Commercial Street pedestrian improvements in the amount of \$105,000.

- **Resolution 1114, Change Order with Menke Excavating**  
A Resolution approving a Change Order with Menke Excavating in the amount of \$5,977.23 for Winner Avenue sewer main replacement.
- **Resolution 1115, Leak Adjustment**  
A Resolution approving a leak adjustment of \$235.38 for residential utility billing customer, Dennis Van Keirsbilck for his July and August 2022 utility bills.

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

No discussion.

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

## **REPORTS FROM OFFICERS AND STANDING COMMITTEES**

### **6. City Administrator's Report**

Cynthia noted she had a few items to follow up on from the information printed in the packet.

Cynthia noted that today at the wastewater plant it was discovered that there is a valve will not shut all the way. It is 16-inch valve that is about 15 years old and the contractor is recommending replacement. The cost is estimated at about \$10,000 and as we have additional information staff will bring it forward to the Board, possibly as an acknowledgment of an emergency purchase.

Cynthia noted it has been posted on social media that the City is seeking public comment related to the MARC grants that we applied for. The information is included both in the weekly report and the on the City website where to provide comment on the four applications we have applied for through the MARC grant funding. The funding we requested are for the Bridge Street roundabout, Pope Lane extension, Riverwalk Park and Second Creek sidewalk.

The planning calendar has been updated for future meetings based on Board direction after the discussion at the last meeting of the FY2023 budget. Staff met last week and started looking at when we will bid projects and when things make sense for timing.

Cynthia added that from a personnel standpoint, we are now recruiting for the positions we will be adding in the FY2023 budget so that we can hopefully have someone available to start soon after November 1. With the difficulties in recruiting right now staff has started recruitment on two of the three positions that are included in the 2023 budget, the third position of Recreation Coordinator, staff will begin recruitment once we have hired the Recreation Manager. Interviews were held a week and a half ago for the Recreation Manager and Cynthia has met with the top candidate. An offer has been extended and we are awaiting their response. The Recreation Coordinator will report to the Recreation Manager and will be involved in the hiring of that position.

As Cynthia has noted before we have had several discussions of delays to pretty significant projects because we cannot get the parts due to awaiting shipment or delivery of large pieces of equipment. Staff has been working with HDR to identify similar items that might be in needed in projects that we have upcoming. Staff anticipates bringing the Board

multiple bids for projects. The parts and equipment identified and can be purchased separately that are spec in the construction projects that we could go ahead and get in order to keep the projects moving.

Bulky item pick-up is the week of October 3-7 and we have received information on household hazardous waste event be held this fall in Liberty, the dates are included in the packet.

On the planning calendar we will have review of the process for approval of fireworks event displays at the October 4 work session. The Board had requested to let some time pass to see how those events worked out and maybe look at having them be more of an administrative review and approval. Staff will bring forward that information later at the October 4 work session.

Cynthia noted that back in May APWA recognized and awarded our Streetscape project as Public Works Project of the Year. We received the actual award and staff will be working to find an appropriate place to display.

## **ORDINANCES & RESOLUTIONS**

### **7. Bill No. 2955-22, Amending Section 225.090 – Smoking in City Parks – 2<sup>nd</sup> Reading**

Alderman Hartman moved to approve Bill No. 2955-22, amending Section 225.090 to include a regulation stating that smoking is prohibited at all indoor and outdoor parks and facilities, except at individual camp sites at the campground. 2<sup>nd</sup> reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

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

### **8. Bill No. 2956-22, Budget Amendment No. 5 – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2956-22, amending the FY2022 budget to operating budget to add \$200,000 to the expenditure budget and \$15,000 to the revenue budget. 2<sup>nd</sup> reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

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



**9. Resolution 1116, Amending the MOU with Main Street District**

Alderman Chevalier moved to approve Resolution 1116, authorizing and directing the Mayor to execute Amendment Number 1 to the MOU agreement with the Smithville Main Street Association. Alderman Ulledahl seconded the motion.

Alderman Shipley recused herself from Resolution 1116.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1116 approved.

**10. Resolution 1117, Change Order**

Alderman Ulledahl moved to approve Resolution 1117, approving a Change Order with SAK Construction, LLC in the amount of \$37,548. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1117 approved.

**OTHER MATTERS BEFORE THE BOARD**

**11. Public Comment**

None

**12. New Business from the Floor**

Mayor Boley noted asked that everyone marks their calendar for the Legacy Fund/Chamber Dinner on February 23. He explained that the dinner is a fundraiser for the improvements for City parks and they will need donations for the silent auction.

**13. Adjourn**

Alderman Hartman moved to adjourn. Alderman Ulledahl the motion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:16 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor



## FY2022 BUDGET - FINANCIAL UPDATE

8/31/22

REVENUES, BY FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
GENERAL FUND	5,448,315.13	4,918,619.60	4,620,620.18	5,143,358.00	93.94%
CAPITAL PROJECTS FUND	296,689.10	237,000.00	289,753.81	287,878.00	122.26%
CAPITAL IMPROVEMENT SALES TAX FUND	659,009.18	627,555.00	554,258.62	655,250.00	88.32%
DEBT SERVICE FUND	342,190.00	351,550.00	351,550.00	351,550.00	100.00%
TRANSPORTATION SALES TAX FUND	587,177.01	569,160.00	495,157.87	572,150.00	87.00%
COMBINED WATER/WASTEWATER SYSTEMS FUND	4,953,530.72	5,925,399.80	5,232,907.76	6,125,315.00	88.31%
SANITATION FUND	872,880.09	849,530.00	678,815.19	816,670.00	79.90%
SPECIAL ALLOCATION FUND	380,820.94	570,000.00	592,028.95	520,000.00	103.86%
PARK & STORMWATER SALES TAX FUND	614,189.73	627,555.00	563,457.74	666,250.00	89.79%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	91,972.00	284,000.00	347,510.04	353,916.00	122.36%
COMMONS CID FUND	297,096.00	315,000.00	283,163.83	330,000.55	89.89%
DONATION FUND	-	15,000.00	1,100.00	-	
CARES FUND	-	-	-	-	
AMERICAN RESCUE PLAN ACT FUND	1,089,549.62	1,089,161.50	1,110,127.76	1,089,162.00	101.92%
	<b>15,633,419.52</b>	<b>16,379,530.90</b>	<b>15,120,451.75</b>	<b>16,911,499.55</b>	92.31%

EXPENDITURES, BY FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
GENERAL FUND	5,269,205.24	5,905,850.00	4,806,018.55	5,731,489.00	81.38%
CAPITAL PROJECTS FUND	1,536,744.43	127,000.00	127,000.00	127,000.00	100.00%
CAPITAL IMPROVEMENT SALES TAX FUND	752,250.00	660,550.00	516,758.65	645,824.00	78.23%
DEBT SERVICE FUND	329,855.00	339,213.00	339,212.50	339,213.00	100.00%
TRANSPORTATION SALES TAX FUND	887,522.42	782,630.00	574,682.00	687,760.00	73.43%
COMBINED WATER/WASTEWATER SYSTEMS FUND	3,287,508.75	6,958,415.00	3,704,690.42	5,680,773.00	53.24%
SANITATION FUND	865,323.97	836,450.00	683,146.11	815,943.00	81.67%
SPECIAL ALLOCATION FUND	2,294.95	1,166,888.00	916,678.69	1,166,888.00	78.56%
PARK & STORMWATER SALES TAX FUND	176,872.09	485,000.00	281,073.48	358,012.00	57.95%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	66,296.04	250,749.00	175,310.62	175,749.00	69.91%
COMMONS CID FUND	-	595,000.00	516,165.01	530,000.00	
DONATION FUND	-	-	-	-	
CARES FUND	588,258.58	-	-	-	
AMERICAN RESCUE PLAN ACT FUND	-	2,178,300.00	916,878.48	2,178,300.00	42.09%
	<b>13,762,131.47</b>	<b>20,286,045.00</b>	<b>13,557,614.51</b>	<b>18,436,951.00</b>	66.83%

## GENERAL FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	934,865.26	935,099.00	1,001,880.51	996,377.00	107.14%
SALES AND USE TAXES	1,933,487.01	1,882,351.00	1,729,453.09	1,938,750.00	91.88%
FRANCHISE TAXES	698,064.78	648,090.00	599,149.39	682,640.00	92.45%
OTHER TAXES	329,257.40	325,752.00	313,103.18	357,060.00	96.12%
LICENSES, FEES, AND PERMITS	446,474.04	414,507.60	346,146.12	426,145.00	83.51%
INTERGOVERNMENTAL REVENUES	42,444.26	49,280.00	42,868.53	41,685.00	86.99%
CHARGES FOR SERVICES	363,337.18	251,390.00	265,297.44	271,069.00	105.53%
FINES AND FORFEITS	138,949.00	111,500.00	90,447.00	111,500.00	81.12%
INTEREST	49,908.66	46,800.00	77,562.46	46,800.00	165.73%
DONATIONS	100.00	4,750.00	-	1,000.00	0.00%
OTHER REVENUE	60,664.24	760.00	37,249.91	18,992.00	4901.30%
DEBT ISSUED	241,583.30	3,000.00	2,970.00	6,000.00	
TRANSFERS IN	209,180.00	245,340.00	114,352.55	245,340.00	46.61%
	<b>5,448,315.13</b>	<b>4,918,619.60</b>	<b>4,620,480.18</b>	<b>5,143,358.00</b>	93.94%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	968,627.72	621,397.00	570,480.99	623,441.00	91.81%
STREET	857,425.06	1,301,855.00	866,301.67	1,400,863.00	66.54%
POLICE	1,953,680.94	2,270,525.00	1,902,736.48	2,012,573.00	83.80%
DEVELOPMENT	429,726.22	473,704.00	384,372.20	469,177.00	81.14%
FINANCE	320,012.10	409,091.00	366,227.80	405,584.00	89.52%
COURT	-	-	-	-	
PARKS & REC	683,986.48	741,338.00	647,341.37	738,781.00	87.32%
SENIOR CENTER	19,120.98	25,120.00	21,408.72	19,350.00	85.23%
ELECTED OFFICIALS	32,125.28	53,720.00	39,559.19	52,367.00	73.64%
ANIMAL SHELTER	4,500.46	9,100.00	7,590.13	9,353.00	83.41%
EMERGENCY	-	-	-	-	
	<b>5,269,205.24</b>	<b>5,905,850.00</b>	<b>4,806,018.55</b>	<b>5,731,489.00</b>	81.38%

## ADMINISTRATION

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	299,917.92	283,726.00	234,016.69	286,332.00	82.48%
PART-TIME WAGES	40,157.89	30,000.00	27,442.35	30,000.00	91.47%
OVERTIME WAGES	17.70	-	-	-	
FICA EXPENSE	25,279.34	24,006.00	19,566.78	23,884.00	81.51%
EMPLOYEE BENEFITS	24,691.13	18,780.00	16,241.26	16,132.00	86.48%
WORKER'S COMPENSATION	509.55	558.00	564.31	558.00	101.13%
RETIREMENT EXPENSE	26,903.94	27,617.00	20,593.39	23,544.00	74.57%
UNEMPLOYMENT BENEFITS	-	-	3,728.56	3,729.00	
<b>Personnel</b>	<b>417,477.47</b>	<b>384,687.00</b>	<b>322,153.34</b>	<b>384,179.00</b>	<b>83.74%</b>
REPAIRS & MAINTENANCE - BLDG	7,412.95	3,060.00	5,171.29	3,060.00	169.00%
REPAIRS & MAINTENANCE - EQUIP	7,484.68	7,560.00	5,440.74	7,560.00	71.97%
REPAIRS & MAINTENANCE - VHCLES	-	-	-	-	
REPAIRS & MAINTENANCE - SFTWRE	19,721.74	13,660.00	16,520.08	13,941.00	120.94%
ELECTRICITY	1,319.93	2,040.00	886.32	2,040.00	43.45%
TELEPHONE/INTERNET	4,819.85	2,800.00	2,468.11	2,800.00	88.15%
MOBILE COMMUNICATIONS	2,191.36	2,000.00	1,996.97	2,000.00	99.85%
CAPITAL EXPENDITURES - EQUIP	28,565.95	-	-	-	
CAPITAL EXPENDITURES - SOFTWARE	-	-	-	-	
TOOLS & SUPPLIES	948.79	390.00	602.86	603.00	154.58%
<b>Operation and Maintenance</b>	<b>72,465.25</b>	<b>31,510.00</b>	<b>33,086.37</b>	<b>32,004.00</b>	<b>105.00%</b>
FUEL	-	-	-	-	
<b>Contractual Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
INSURANCE EXPENSE	4,593.80	5,840.00	5,343.67	5,840.00	91.50%
<b>Insurance</b>	<b>4,593.80</b>	<b>5,840.00</b>	<b>5,343.67</b>	<b>5,840.00</b>	<b>91.50%</b>
TRAINING & TRAVEL EXPENSE	9,599.92	7,560.00	10,403.13	7,560.00	137.61%
OFFICE SUPPLIES	8,700.14	4,800.00	6,961.94	5,361.00	145.04%
POSTAGE	2,250.00	3,000.00	1,735.85	3,000.00	57.86%
ADVERTISING	558.60	500.00	24.00	500.00	4.80%
<b>Office and Administrative</b>	<b>21,108.66</b>	<b>15,860.00</b>	<b>19,124.92</b>	<b>16,421.00</b>	<b>120.59%</b>
CAPITAL IMPROVEMENT PROJECTS	342,490.72	105,000.00	106,550.77	105,000.00	101.48%
<b>Capital Improvement Projects</b>	<b>342,490.72</b>	<b>105,000.00</b>	<b>106,550.77</b>	<b>105,000.00</b>	<b>101.48%</b>
<b>Transfers Out</b>					
<b>TOTAL GENERAL FUND</b>	<b>858,135.90</b>	<b>542,897.00</b>	<b>486,259.07</b>	<b>543,444.00</b>	<b>#VALUE!</b>



# PUBLIC WORKS (STREET)

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	419,882.56	451,320.00	339,341.35	424,400.00	75.19%
PART-TIME WAGES	20,675.20	20,550.00	16,823.64	20,550.00	81.87%
OVERTIME WAGES	4,531.56	8,000.00	8,305.72	12,000.00	103.82%
FICA EXPENSE	30,898.98	36,714.00	25,454.66	31,942.00	69.33%
EMPLOYEE BENEFITS	53,358.64	64,910.00	54,431.87	57,936.00	83.86%
WORKER'S COMPENSATION	23,009.04	31,777.00	32,136.78	31,777.00	101.13%
RETIREMENT EXPENSE	38,380.75	40,424.00	30,057.64	36,064.00	74.36%
UNIFORM EXPENSE	1,607.76	3,000.00	1,068.79	3,000.00	35.63%
<b>Personnel</b>	<b>592,344.49</b>	<b>656,695.00</b>	<b>507,620.45</b>	<b>617,669.00</b>	<b>77.30%</b>
REPAIRS & MAINTENANCE - BLDG	694.80	780.00	38.66	780.00	4.96%
REPAIRS & MAINTENANCE - EQUIP	464.32	1,240.00	1,503.31	1,333.00	121.23%
REPAIRS & MAINTENANCE - VEHICL	827.44	1,500.00	2,371.03	2,219.00	158.07%
REPAIRS & MAINTENANCE - SFWRE	3,299.32	111,570.00	76,184.63	111,570.00	68.28%
ELECTRICITY	84,682.62	94,290.00	70,047.72	94,290.00	74.29%
PROPANE	4,050.00	7,950.00	4,522.00	7,950.00	56.88%
TELEPHONE/INTERNET	6,064.94	6,450.00	4,806.26	6,450.00	74.52%
MOBILE COMMUNICATIONS	3,484.17	2,930.00	4,004.08	2,930.00	136.66%
CAPITAL EXPENDITURES - EQUIP	-	5,000.00	2,076.77	5,000.00	41.54%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
TOOLS & SUPPLIES	532.70	1,500.00	748.42	1,500.00	49.89%
FUEL	-	-	-	2,202.00	-
<b>Operation and Maintenance</b>	<b>104,100.31</b>	<b>233,210.00</b>	<b>166,302.88</b>	<b>236,224.00</b>	<b>71.31%</b>
PROFESSIONAL SERVICES	89,607.93	365,480.00	153,528.78	365,480.00	42.01%
DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
<b>Contractual Services</b>	<b>89,607.93</b>	<b>366,480.00</b>	<b>153,528.78</b>	<b>366,480.00</b>	<b>41.89%</b>
INSURANCE EXPENSE	18,789.11	19,170.00	13,806.82	19,170.00	72.02%
<b>Insurance</b>	<b>18,789.11</b>	<b>19,170.00</b>	<b>13,806.82</b>	<b>19,170.00</b>	<b>72.02%</b>
TRAINING & TRAVEL EXPENSE	1,036.28	3,000.00	2,696.35	3,000.00	89.88%
OFFICE SUPPLIES	1,810.69	2,500.00	426.45	2,500.00	17.06%
MEMBERSHIPS & SUBSCRIPTIONS	921.25	800.00	908.00	820.00	113.50%
<b>Office and Administrative</b>	<b>3,768.22</b>	<b>6,300.00</b>	<b>4,030.80</b>	<b>6,320.00</b>	<b>63.98%</b>
CAPITAL IMPROVEMENT PROJECTS	8,815.00	-	-	-	-
<b>Capital Improvement Projects</b>	<b>8,815.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
MISCELLANEOUS	-	-	-	-	-
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
TRANSFERS OUT	40,000.00	20,000.00	20,000.00	155,000.00	100.00%
<b>Transfers Out</b>	<b>40,000.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>155,000.00</b>	<b>100.00%</b>
<b>TOTAL GENERAL FUND</b>	<b>857,425.06</b>	<b>1,301,855.00</b>	<b>865,289.73</b>	<b>1,400,863.00</b>	

# POLICE DEPARTMENT

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	980,844.45	1,140,988.00	860,223.15	1,039,510.00	75.39%
PART-TIME WAGES	15,253.16	19,300.00	12,319.86	19,300.00	63.83%
OVERTIME WAGES	73,238.31	42,000.00	78,926.21	95,000.00	187.92%
FICA EXPENSE	76,440.37	88,770.00	69,128.48	84,267.00	77.87%
EMPLOYEE BENEFITS	142,562.70	207,570.00	123,211.96	123,325.00	59.36%
WORKER'S COMPENSATION	36,846.31	49,275.00	49,832.93	49,275.00	101.13%
RETIREMENT EXPENSE	93,410.07	107,652.00	75,744.77	88,741.00	70.36%
UNIFORM EXPENSE	18,563.44	23,020.00	20,236.74	23,020.00	87.91%
<b>Personnel</b>	<b>1,437,158.81</b>	<b>1,678,575.00</b>	<b>1,289,624.10</b>	<b>1,522,438.00</b>	<b>76.83%</b>
REPAIRS & MAINT - BLDG	11,515.51	7,350.00	12,280.33	11,167.00	167.08%
REPAIRS & MAINTENANCE - EQUIP	8,862.09	6,620.00	3,885.13	6,620.00	58.69%
REPAIRS & MAINT - VEHICLES	31,805.78	18,970.00	30,783.17	23,137.00	162.27%
REPAIRS & MAINT - SOFTWARE	24,844.62	33,250.00	26,256.88	33,250.00	78.97%
ELECTRICITY	5,865.60	7,130.00	5,851.50	7,130.00	82.07%
TELEPHONE/INTERNET	7,724.70	8,440.00	4,947.67	8,440.00	58.62%
MOBILE COMMUNICATIONS	8,312.34	9,390.00	5,990.03	9,390.00	63.79%
CAPITAL EXPENDITURES - EQUIP	110,287.07	74,600.00	75,593.42	74,600.00	101.33%
CAPITAL EXPENDITURES - VEHICLE	-	-	415.38	-	41538.00%
CAPITAL EXPENDITURES - SFTWARE	73,263.48	19,000.00	20,200.87	20,201.00	106.32%
TOOLS & SUPPLIES	13,069.53	16,970.00	12,853.84	16,970.00	75.74%
FUEL	29,199.75	35,750.00	39,966.10	40,000.00	111.79%
ANIMAL CONTROL	-	500.00	-	500.00	0.00%
<b>Operation and Maintenance</b>	<b>324,750.47</b>	<b>237,970.00</b>	<b>239,024.32</b>	<b>251,405.00</b>	<b>100.44%</b>
PROFESSIONAL SERVICES	38,618.30	40,240.00	68,787.93	59,509.00	170.94%
DISPATCHING	67,927.20	72,560.00	65,204.66	72,560.00	89.86%
CONFINEMENT	936.00	6,000.00	3,031.85	6,000.00	50.53%
INSURANCE DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
<b>Contractual Services</b>	<b>107,481.50</b>	<b>119,800.00</b>	<b>137,024.44</b>	<b>139,069.00</b>	<b>114.38%</b>
INSURANCE EXPENSE	49,269.40	53,300.00	51,193.79	53,300.00	96.05%
<b>Insurance</b>	<b>49,269.40</b>	<b>53,300.00</b>	<b>51,193.79</b>	<b>53,300.00</b>	<b>96.05%</b>
TRAINING & TRAVEL EXPENSE	21,680.41	27,000.00	31,094.12	27,000.00	115.16%
ACADEMY TRAINING	-	-	-	-	
OFFICE SUPPLIES EXPENSE	3,268.32	2,000.00	2,189.74	2,000.00	109.49%
POSTAGE	864.55	1,000.00	752.18	1,000.00	75.22%
<b>Office and Administrative</b>	<b>25,813.28</b>	<b>30,000.00</b>	<b>34,036.04</b>	<b>30,000.00</b>	<b>113.45%</b>
MEMBERSHIPS & SUBSCRIPTIONS	9,098.97	15,630.00	16,353.17	15,630.00	104.63%
<b>Capital Improvement Projects</b>	<b>9,098.97</b>	<b>15,630.00</b>	<b>16,353.17</b>	<b>15,630.00</b>	<b>104.63%</b>
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
MISCELLANEOUS EXPENSE	-	-	480.62	481.00	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>480.62</b>	<b>481.00</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>1,953,572.43</b>	<b>2,135,275.00</b>	<b>1,767,736.48</b>	<b>2,012,323.00</b>	

## DEVELOPMENT

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	267,737.01	291,972.00	235,739.57	289,093.00	80.74%
OVERTIME WAGES	759.71	500.00	312.40	500.00	62.48%
FICA EXPENSE	19,399.23	22,378.00	17,116.18	21,012.00	76.49%
EMPLOYEE BENEFITS	26,344.66	29,200.00	26,220.72	27,375.00	89.80%
WORKER'S COMPENSATION	7,356.52	10,058.00	10,171.88	10,058.00	101.13%
RETIREMENT EXPENSE	24,354.58	25,746.00	20,772.69	23,820.00	80.68%
UNIFORM EXPENSE	914.20	1,800.00	256.90	1,800.00	14.27%
<b>Personnel</b>	<b>346,865.91</b>	<b>381,654.00</b>	<b>310,590.34</b>	<b>373,658.00</b>	<b>81.38%</b>
REPAIRS & MAINTENANCE - BLDG	1,231.17	1,230.00	1,229.92	1,230.00	99.99%
REPAIRS & MAINTENANCE - EQUIP	1,212.57	1,240.00	712.83	1,240.00	57.49%
REPAIRS & MAINT - VEHICLES	1,078.50	1,390.00	878.74	1,390.00	63.22%
REPAIRS & MAINT - SFTWRE/MAPS	14,070.24	21,210.00	24,603.49	24,229.00	116.00%
ELECTRICITY	964.40	1,400.00	886.34	1,400.00	63.31%
TELEPHONE/INTERNET	2,335.50	2,030.00	1,516.69	2,030.00	74.71%
MOBILE COMMUNICATIONS	2,221.35	2,200.00	1,562.98	2,200.00	71.04%
CAPITAL EXPENDITURES - EQUIP	1,683.30	6,000.00	2,831.97	6,000.00	47.20%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HARDWARE	-	-	-	-	
TOOLS & SUPPLIES	706.70	1,020.00	173.83	1,020.00	17.04%
FUEL	3,415.26	5,500.00	3,375.90	5,500.00	61.38%
<b>Operation and Maintenance</b>	<b>28,918.99</b>	<b>43,220.00</b>	<b>37,772.69</b>	<b>46,239.00</b>	<b>87.40%</b>
PROFESSIONAL SERVICES	41,627.02	30,610.00	24,215.52	30,610.00	79.11%
<b>Contractual Services</b>	<b>41,627.02</b>	<b>30,610.00</b>	<b>24,215.52</b>	<b>30,610.00</b>	<b>79.11%</b>
INSURANCE EXPENSE	5,347.79	6,660.00	6,537.74	6,660.00	98.16%
<b>Insurance</b>	<b>5,347.79</b>	<b>6,660.00</b>	<b>6,537.74</b>	<b>6,660.00</b>	<b>98.16%</b>
TRAINING & TRAVEL EXPENSE	1,113.01	3,000.00	1,783.69	3,000.00	59.46%
OFFICE SUPPLIES EXPENSE	987.60	500.00	971.20	950.00	194.24%
POSTAGE	1,816.28	1,400.00	724.22	1,400.00	51.73%
ADVERTISING	2,661.62	5,300.00	1,736.80	5,300.00	32.77%
MEMBERSHIPS & SUBSCRIPTIONS	388.00	1,360.00	40.00	1,360.00	2.94%
<b>Office and Administrative</b>	<b>6,966.51</b>	<b>11,560.00</b>	<b>5,255.91</b>	<b>12,010.00</b>	<b>45.47%</b>
<b>Capital Improvement Projects</b>	-	-	-	-	
MISCELLANEOUS EXPENSE	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>429,726.22</b>	<b>473,704.00</b>	<b>384,372.20</b>	<b>469,177.00</b>	<b>81.14%</b>

## FINANCE DEPARTMENT

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	177,083.28	234,480.00	184,522.48	225,029.00	78.69%
PART-TIME WAGES	212.50	-	-	-	
OVERTIME WAGES	888.69	500.00	84.90	500.00	16.98%
FICA EXPENSE	13,247.87	17,983.00	13,546.41	16,508.00	75.33%
EMPLOYEE BENEFITS	17,955.17	30,380.00	34,102.90	36,723.00	112.25%
WORKER'S COMPENSATION	238.84	410.00	414.64	410.00	101.13%
RETIREMENT EXPENSE	9,443.92	20,678.00	15,599.22	17,440.00	75.44%
<b>Personnel</b>	<b>219,070.27</b>	<b>304,431.00</b>	<b>248,270.55</b>	<b>296,610.00</b>	<b>81.55%</b>
REPAIRS & MAINTENANCE - BLDG	967.62	820.00	768.84	820.00	93.76%
REPAIRS & MAINTENANCE - EQUIP	858.88	620.00	1,418.22	1,045.00	228.75%
REPAIRS & MAINTENANCE - SFTWRE	13,277.78	14,780.00	19,705.01	18,384.00	133.32%
ELECTRICITY	535.95	1,020.00	644.62	1,020.00	63.20%
TELEPHONE/INTERNET	1,478.78	1,480.00	1,001.46	1,480.00	67.67%
MOBILE COMMUNICATIONS	447.23	490.00	364.97	490.00	74.48%
CAPITAL EXPENDITURES - EQUIP	2,000.00	-	-	-	
TOOLS & SUPPLIES	291.60	1,160.00	302.71	1,160.00	26.10%
<b>Operation and Maintenance</b>	<b>19,857.84</b>	<b>20,370.00</b>	<b>24,205.83</b>	<b>24,399.00</b>	<b>118.83%</b>
PROFESSIONAL SERVICES	30,784.10	38,010.00	39,859.13	38,010.00	104.86%
<b>Contractual Services</b>	<b>30,784.10</b>	<b>38,010.00</b>	<b>39,859.13</b>	<b>38,010.00</b>	<b>104.86%</b>
INSURANCE EXPENSE	3,093.88	2,920.00	3,428.00	3,024.00	117.40%
<b>Insurance</b>	<b>3,093.88</b>	<b>2,920.00</b>	<b>3,428.00</b>	<b>3,024.00</b>	<b>117.40%</b>
TRAINING & TRAVEL EXPENSE	1,495.60	1,200.00	745.72	1,200.00	62.14%
OFFICE SUPPLIES	664.20	500.00	680.92	681.00	136.18%
ADVERTISING	359.65	260.00	-	260.00	0.00%
BANK CHARGES	44,096.56	40,880.00	48,692.65	40,880.00	119.11%
MEMBERSHIPS & SUBSCRIPTIONS	590.00	520.00	345.00	520.00	66.35%
<b>Office and Administrative</b>	<b>47,206.01</b>	<b>43,360.00</b>	<b>50,464.29</b>	<b>43,541.00</b>	<b>116.38%</b>
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>320,012.10</b>	<b>409,091.00</b>	<b>366,227.80</b>	<b>405,584.00</b>	<b>89.52%</b>





# MUNICIPAL COURT

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
salaries & wages	-	-	-	-	
part-time wages	-	-	-	-	
overtime wages	-	-	-	-	
fica expense	-	-	-	-	
employee benefits	-	-	-	-	
WORKER'S COMPENSATION	-	-	-	-	
retirement expense	-	-	-	-	
<b>Personnel</b>	-	-	-	-	
repairs & maintenance - bldg	-	-	-	-	
repairs & maintenance - equip	-	-	-	-	
repairs & maintenance - sftwre	-	-	-	-	
ELECTRICITY	-	-	-	-	
TELEPHONE/INTERNET	-	-	-	-	
capital expenditures - hrdwre	-	-	-	-	
tools & supplies	-	-	-	-	
<b>Operation and Maintenance</b>	-	-	-	-	
professional services	-	-	-	-	
<b>Contractual Services</b>	-	-	-	-	
insurance expense	-	-	-	-	
<b>Insurance</b>	-	-	-	-	
training & travel	-	-	-	-	
office supplies expense	-	-	-	-	
postage	-	-	-	-	
bank charges	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	-	-	-	-	



PARKS & RECREATION					8/31/2022
GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	266,044.07	277,309.00	222,417.33	258,429.00	80.21%
PART-TIME WAGES	6,381.39	21,840.00	10,722.88	21,840.00	49.10%
PART-TIME RECREATION WAGES	4,223.79	9,430.00	4,107.46	9,430.00	43.56%
OVERTIME WAGES	1,644.65	2,000.00	2,973.83	2,000.00	148.69%
FICA EXPENSE	20,623.07	23,759.00	17,799.77	20,071.00	74.92%
EMPLOYEE BENEFITS	29,951.76	32,270.00	26,678.52	30,343.00	82.67%
WORKER'S COMPENSATION	8,574.65	11,607.00	11,738.41	11,607.00	101.13%
RETIREMENT EXPENSE	23,778.23	24,583.00	15,149.32	17,272.00	61.63%
UNIFORM EXPENSE	1,302.75	3,250.00	2,428.34	3,250.00	74.72%
Personnel	362,524.36	406,048.00	314,015.86	374,242.00	77.33%
REPAIRS & MAINTENANCE - BLDG	168.47	1,000.00	608.56	1,000.00	60.86%
REPAIRS & MAINTENANCE - EQUIP	14,340.84	8,500.00	14,043.14	8,500.00	165.21%
REPAIRS & MAINTENACE - VEHICLE	267.57	750.00	283.81	750.00	37.84%
REPAIRS & MAINT - INFRASTRUCTR	20,969.35	18,000.00	4,370.97	18,000.00	24.28%
REPAIRS & MAINT - PARKS	15,480.52	-	8,555.78	6,639.00	855578.00%
REPAIRS & MAINT - SOFTWARE	13,815.42	6,540.00	7,871.92	6,953.00	120.37%
REPAIRS & MAINT - SMITH'S FORK	49,795.93	82,500.00	98,950.85	94,385.00	119.94%
ELECTRICITY	27,472.89	25,500.00	21,653.23	25,500.00	84.91%
PROPANE	4,267.00	7,160.00	5,108.50	7,160.00	71.35%
TELEPHONE/INTERNET	5,427.39	8,050.00	5,464.27	8,050.00	67.88%
MOBILE COMMUNICATIONS	3,082.75	3,120.00	2,565.52	3,120.00	82.23%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	5,201.00	-	-	-	
TOOLS & SUPPLIES	5,878.37	5,000.00	6,324.90	5,590.00	126.50%
FUEL	10,017.08	8,250.00	11,956.50	8,250.00	144.93%
recreation	-	-	-	-	
YOUTH REC LEAGUE UNIFORMS	12,051.32	16,880.00	14,853.32	16,880.00	87.99%
YOUTH REC LEAGUE UMPIRES	7,874.00	11,420.00	14,865.93	14,473.00	130.17%
ADULT REC LEAGUE UNIFORMS	-	-	-	-	
ADULT REC LEAGUE OFFICIALS	611.00	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	472.88	720.00	400.42	720.00	55.61%
REC LEAGUE SUPPLIES/AWARDS	18,047.02	27,010.00	12,095.80	27,010.00	44.78%
REC LEAGUE ADVERTISING	279.75	1,000.00	1,077.37	1,000.00	107.74%
Operation and Maintenance	215,520.55	232,400.00	231,050.99	254,980.00	99.42%
BIKE RACE	13,600.16	5,000.00	1,488.67	5,000.00	29.77%
PROFESSIONAL SERVICES	5,442.35	3,730.00	11,572.51	10,051.00	310.25%
LEASE EXPENSE	36,853.29	38,710.00	38,701.20	38,710.00	99.98%
CAMP HOST SERVICES	17,500.00	17,500.00	14,700.00	17,500.00	84.00%
FIREWORKS DISPLAY	12,000.00	12,000.00	16,000.00	12,000.00	133.33%
Contractual Services	85,395.80	76,940.00	82,462.38	83,261.00	107.18%
MOVIE NIGHTS	1,925.83	2,400.00	1,745.86	2,400.00	72.74%
Insurance	1,925.83	2,400.00	1,745.86	2,400.00	72.74%
INSURANCE EXPENSE	14,747.12	15,240.00	12,701.27	15,240.00	83.34%
TRAINING & TRAVEL EXPENSE	1,944.78	6,640.00	2,932.67	6,640.00	44.17%
OFFICE SUPPLIES	505.77	500.00	534.52	500.00	106.90%
POSTAGE	-	-	-	-	
ADVERTISING	393.17	500.00	1,572.82	848.00	314.56%
MEMBERSHIPS	1,025.00	670.00	325.00	670.00	48.51%
Office and Administrative	18,615.84	23,550.00	18,066.28	23,898.00	76.71%
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	683,982.38	741,338.00	647,341.37	738,781.00	

# SENIOR CENTER

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	2,562.84	2,890.00	10,217.97	2,890.00	353.56%
ELECTRICITY	1,574.45	1,500.00	1,508.31	1,500.00	100.55%
NATURAL GAS	684.51	1,440.00	1,072.57	1,440.00	74.48%
TELEPHONE/INTERNET	2,904.89	2,400.00	1,309.67	2,400.00	54.57%
TOOLS & SUPPLIES	-	500.00	99.85	500.00	19.97%
<b>Operation and Maintenance</b>	<b>7,726.69</b>	<b>8,730.00</b>	<b>14,208.37</b>	<b>8,730.00</b>	<b>162.75%</b>
PROFESSIONAL SERVICES	8,062.46	13,270.00	6,087.25	7,500.00	45.87%
<b>Contractual Services</b>	<b>8,062.46</b>	<b>13,270.00</b>	<b>6,087.25</b>	<b>7,500.00</b>	<b>45.87%</b>
INSURANCE	3,331.83	3,120.00	1,113.10	3,120.00	35.68%
<b>Insurance</b>	<b>3,331.83</b>	<b>3,120.00</b>	<b>1,113.10</b>	<b>3,120.00</b>	<b>35.68%</b>
<b>Office and Administrative</b>	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>19,120.98</b>	<b>25,120.00</b>	<b>21,408.72</b>	<b>19,350.00</b>	<b>85.23%</b>

## ELECTED OFFICIALS

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
PART-TIME WAGES	14,700.00	15,150.00	12,150.00	13,894.00	80.20%
FICA EXPENSE	1,124.92	1,160.00	929.78	1,063.00	80.15%
WORKER'S COMPENSATION	23.70	30.00	30.34	30.00	101.13%
<b>Personnel</b>	<b>15,848.62</b>	<b>16,340.00</b>	<b>13,110.12</b>	<b>14,987.00</b>	<b>80.23%</b>
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,119.18	960.00	968.35	960.00	100.87%
REPAIRS & MAINT - SOFTWARE	659.05	1,130.00	847.35	1,130.00	74.99%
ELECTRICITY	959.33	1,150.00	1,128.09	1,150.00	98.09%
TELEPHONE/INTERNET	1,808.40	960.00	1,263.76	960.00	131.64%
MOBILE COMMUNICATIONS	-	-	-	-	
TOOLS & SUPPLIES	25.00	220.00	7.50	220.00	3.41%
<b>Operation and Maintenance</b>	<b>4,570.96</b>	<b>4,420.00</b>	<b>4,215.05</b>	<b>4,420.00</b>	<b>95.36%</b>
COMMUNITY RELATIONS ALLOWANCE	-	-	-	-	
<b>Contractual Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
PROFESSIONAL SERVICES	3,862.02	20,710.00	14,224.60	20,710.00	68.68%
<b>Insurance</b>	<b>3,862.02</b>	<b>20,710.00</b>	<b>14,224.60</b>	<b>20,710.00</b>	<b>68.68%</b>
INSURANCE EXPENSE	1,317.76	1,660.00	1,363.42	1,660.00	82.13%
TRAINING & TRAVEL EXPENSE	893.04	2,880.00	1,405.72	2,880.00	48.81%
OFFICE SUPPLIES	888.44	1,000.00	523.65	1,000.00	52.37%
ADVERTISING	3,894.44	4,000.00	3,931.63	4,000.00	98.29%
MEMBERSHIPS & SUBSCRIPTIONS	850.00	2,710.00	785.00	2,710.00	28.97%
<b>Office and Administrative</b>	<b>7,843.68</b>	<b>12,250.00</b>	<b>8,009.42</b>	<b>12,250.00</b>	<b>65.38%</b>
<b>Capital Improvement Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>32,125.28</b>	<b>53,720.00</b>	<b>39,559.19</b>	<b>52,367.00</b>	<b>73.64%</b>

## ANIMAL SHELTER

8/31/2022

GENERAL FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINT - BLDG	599.97	600.00	853.46	853.00	142.24%
TOOLS & SUPPLIES	780.41	1,500.00	977.04	1,500.00	65.14%
<b>Operation and Maintenance</b>	<b>1,380.38</b>	<b>2,100.00</b>	<b>1,830.50</b>	<b>2,353.00</b>	<b>87.17%</b>
PROFESSIONAL SERVICES	3,120.08	6,000.00	5,581.63	6,000.00	93.03%
<b>Contractual Services</b>	<b>3,120.08</b>	<b>6,000.00</b>	<b>5,581.63</b>	<b>6,000.00</b>	<b>93.03%</b>
<b>Insurance</b>	-	-	-	-	
ADVERTISING	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
TRAINING & TRAVEL	-	1,000.00	178.00	1,000.00	17.80%
<b>Capital Improvement Projects</b>	-	<b>1,000.00</b>	<b>178.00</b>	<b>1,000.00</b>	<b>17.80%</b>
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>4,500.46</b>	<b>9,100.00</b>	<b>7,590.13</b>	<b>9,353.00</b>	<b>83.41%</b>

<b>SPECIAL ALLOCATION FUND</b>	<b>8/31/22</b>
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REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	19,537.38	20,000.00	189,504.87	20,000.00	947.52%
SALES AND USE TAXES	361,283.56	550,000.00	402,524.08	500,000.00	73.19%
	<b>380,820.94</b>	<b>570,000.00</b>	<b>592,028.95</b>	<b>520,000.00</b>	103.86%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	2,294.95	1,166,888.00	916,678.69	1,166,888.00	78.56%
	<b>2,294.95</b>	<b>1,166,888.00</b>	<b>916,678.69</b>	<b>1,166,888.00</b>	78.56%



## SPECIAL ALLOCATION FUND

8/31/22

SPECIAL ALLOCATION FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
TIF PAYMENTS TO DEVELOPER	-	-	-	1,160,888.00	
<b>Transfers Out</b>	-	-	-	<b>1,160,888.00</b>	
<b>TOTAL SPECIAL ALLOCATION FUND</b>	-	-	-	<b>1,160,888.00</b>	



## CAPITAL PROJECTS FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
INTERGOVERNMENTAL REVENUES	290,439.10	-	-	-	
DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	127,000.00	112,274.47	112,274.00	88.41%
PARK IMPROVEMENT REVENUE	6,250.00	10,000.00	77,479.34	75,604.00	
	<b>290,439.10</b>	<b>127,000.00</b>	<b>189,753.81</b>	<b>112,274.00</b>	149.41%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	1,536,744.43	127,000.00	127,000.00	127,000.00	100.00%
	<b>1,536,744.43</b>	<b>127,000.00</b>	<b>127,000.00</b>	<b>127,000.00</b>	100.00%

## CAPITAL PROJECTS FUND

8/31/22

CAPITAL PROJECTS FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
<b>Operation and Maintenance</b>	-	-	-	-	
PROFESSIONAL SERVICES	68,567.87	-	-	-	
<b>Contractual Services</b>	<b>68,567.87</b>	-	-	-	
<b>Insurance</b>	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	1,468,176.56	127,000.00	127,000.00	127,000.00	100.00%
PARK IMPROVEMENT EXPENSE	-	-	-	-	
<b>Capital Improvement Projects</b>	<b>1,468,176.56</b>	<b>127,000.00</b>	<b>127,000.00</b>	<b>127,000.00</b>	<b>100.00%</b>
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>TOTAL CAPITAL PROJECTS FUND</b>	<b>1,536,744.43</b>	<b>127,000.00</b>	<b>127,000.00</b>	<b>127,000.00</b>	



## TRANSPORTATION SALES TAX FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALES AND USE TAXES	587,177.01	569,160.00	485,581.63	572,150.00	85.32%
PROCEEDS FROM DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	-	-	-	
	<b>587,177.01</b>	<b>569,160.00</b>	<b>485,581.63</b>	<b>572,150.00</b>	85.32%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	887,522.42	782,630.00	574,682.00	687,760.00	73.43%
	<b>887,522.42</b>	<b>782,630.00</b>	<b>574,682.00</b>	<b>687,760.00</b>	73.43%

# TRANSPORTATION SALES TAX FUND

8/31/22

TRANSPORTATION SALES TAX FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	11.98	1,000.00	1,753.72	1,000.00	175.37%
REPAIRS & MAINTENANCE - EQUIP	21,313.52	10,000.00	12,040.98	11,423.00	120.41%
REPAIRS & MAINTENANCE - STREET	688,447.60	100,000.00	67,610.93	100,000.00	67.61%
CAPITAL EXPENDITURES - EQUIP	15,194.35	21,960.00	-	21,960.00	0.00%
SUPPLIES - STREET SIGNS	-	-	-	-	
FUEL	16,363.33	12,380.00	16,915.09	12,380.00	136.63%
<b>Operation and Maintenance</b>	<b>741,330.78</b>	<b>145,340.00</b>	<b>98,320.72</b>	<b>146,763.00</b>	<b>67.65%</b>
PROFESSIONAL SERVICES	100,239.50	-	3,721.47	3,721.00	372147.00%
<b>Contractual Services</b>	<b>100,239.50</b>	<b>-</b>	<b>3,721.47</b>	<b>3,721.00</b>	<b>372147.00%</b>
INSURANCE EXPENSE	-	-	-	-	
<b>Insurance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
TOOLS & SUPPLIES	716.86	30,000.00	6,871.14	30,000.00	22.90%
<b>Office and Administrative</b>	<b>716.86</b>	<b>30,000.00</b>	<b>6,871.14</b>	<b>30,000.00</b>	<b>22.90%</b>
<b>Capital Improvement Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
LEASE EXPENSE	38,969.28	33,480.00	38,969.28	32,010.00	116.40%
<b>Debt - Principal</b>	<b>38,969.28</b>	<b>33,480.00</b>	<b>38,969.28</b>	<b>32,010.00</b>	<b>116.40%</b>
INTEREST EXPENSE	6,266.00	4,810.00	6,266.00	6,266.00	130.27%
<b>Debt - Interest</b>	<b>6,266.00</b>	<b>4,810.00</b>	<b>6,266.00</b>	<b>6,266.00</b>	<b>130.27%</b>
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TRANSPORTATION SALES TAX FUND</b>	<b>887,522.42</b>	<b>213,630.00</b>	<b>154,148.61</b>	<b>218,760.00</b>	<b>72.16%</b>



## CAPITAL IMPROVEMENT SALES TAX FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALES AND USE TAXES	659,009.18	627,555.00	554,258.62	655,250.00	88.32%
TRANSFERS IN	-	-	-	-	
	<b>659,009.18</b>	<b>627,555.00</b>	<b>554,258.62</b>	<b>655,250.00</b>	88.32%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	752,250.00	660,550.00	516,758.65	645,824.00	78.23%
	<b>752,250.00</b>	<b>660,550.00</b>	<b>516,758.65</b>	<b>645,824.00</b>	78.23%

## CAPITAL IMPROVEMENT SALES TAX FUND

8/31/22

CAPITAL IMPROVE SALES TAX FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	410,060.00	-	-	-	
Capital Improvement Projects	410,060.00	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
TRANSFERS OUT	342,190.00	478,550.00	463,824.47	463,824.00	96.92%
Transfers Out	342,190.00	478,550.00	463,824.47	463,824.00	96.92%
TOTAL CAPITAL IMPROVE SALES TAX FUND	752,250.00	478,550.00	463,824.47	463,824.00	

## DEBT SERVICE FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PROPERTY TAXES	-	-	-	-	
TRANSFERS IN	342,190.00	351,550.00	351,550.00	351,550.00	100.00%
	<b>342,190.00</b>	<b>351,550.00</b>	<b>351,550.00</b>	<b>351,550.00</b>	100.00%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
STREET	329,855.00	339,213.00	339,212.50	339,213.00	100.00%
	<b>329,855.00</b>	<b>339,213.00</b>	<b>339,212.50</b>	<b>339,213.00</b>	100.00%

**DEBT SERVICE FUND**
**8/31/22**

DEBT SERVICE FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
LEASE PAYMENTS	130,000.00	145,000.00	145,000.00	145,000.00	100.00%
<b>Debt - Principal</b>	<b>130,000.00</b>	<b>145,000.00</b>	<b>145,000.00</b>	<b>145,000.00</b>	<b>100.00%</b>
INTEREST	199,855.00	194,213.00	194,212.50	194,213.00	100.00%
<b>Debt - Interest</b>	<b>199,855.00</b>	<b>194,213.00</b>	<b>194,212.50</b>	<b>194,213.00</b>	<b>100.00%</b>
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL DEBT SERVICE FUND</b>	<b>329,855.00</b>	<b>339,213.00</b>	<b>339,212.50</b>	<b>339,213.00</b>	





## WATER & WASTEWATER SYSTEMS FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
LICENSES, FEES, AND PERMITS	-	-	-	-	
CHARGES FOR SERVICES	4,598,338.65	5,519,679.80	4,896,694.09	5,701,091.00	88.71%
IMPACT FEES	292,296.00	375,000.00	270,548.00	375,000.00	72.15%
OTHER REVENUE	16,115.42	-	29,874.78	14,110.00	
DEBT ISSUED	46,780.65	30,720.00	35,790.89	35,114.00	116.51%
TRANSFERS IN	-	-	-	-	
	<b>4,953,530.72</b>	<b>5,925,399.80</b>	<b>5,232,907.76</b>	<b>6,125,315.00</b>	88.31%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
UTILITIES	3,287,508.75	6,958,415.00	3,704,690.42	5,680,773.00	53.24%
	<b>3,287,508.75</b>	<b>6,958,415.00</b>	<b>3,704,690.42</b>	<b>5,680,773.00</b>	53.24%

## PUBLIC WORKS (UTILITIES)

8/31/22

CWWS FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
SALARIES & WAGES	761,552.60	806,730.00	621,246.32	759,554.00	77.01%
OVERTIME WAGES	16,754.95	18,000.00	22,222.88	24,777.00	123.46%
FICA EXPENSE	57,441.43	63,230.00	47,687.64	60,830.00	75.42%
EMPLOYEE BENEFITS	74,230.58	87,720.00	77,263.71	84,145.00	88.08%
WORKER'S COMPENSATION	25,867.25	35,273.00	35,672.44	35,273.00	101.13%
RETIREMENT EXPENSE	71,491.15	72,697.00	54,928.02	60,448.00	75.56%
UNIFORM EXPENSE	7,198.02	8,400.00	4,842.73	8,400.00	57.65%
<b>Personnel</b>	<b>1,014,535.98</b>	<b>1,092,050.00</b>	<b>863,863.74</b>	<b>1,033,427.00</b>	<b>79.10%</b>
REPAIRS & MAINTENANCE - EQUIP	5,811.72	6,990.00	4,831.31	6,990.00	69.12%
REPAIRS & MAINTENANCE- VEHICLES	1,182.87	3,000.00	2,885.28	3,000.00	96.18%
REPAIRS & MAINT - WATER LINES	41,908.66	104,740.00	66,252.60	104,740.00	63.25%
REPAIRS & MAINT - SEWER LINES	45,425.65	150,000.00	39,504.80	150,000.00	26.34%
REPAIRS & MAINT - WATER PLANT	44,886.78	245,000.00	48,014.48	95,000.00	19.60%
REPAIRS & MAINT - WW PLANT	19,535.01	850,000.00	132,866.42	670,000.00	15.63%
REPAIRS & MAINT - SOFTWARE	16,142.43	18,830.00	12,833.77	18,830.00	68.16%
REPAIRS & MAINT - WATER TOWERS	108,691.80	123,350.00	110,294.84	123,350.00	89.42%
ELECTRICITY	225,508.22	299,650.00	196,686.49	230,000.00	65.64%
PROPANE	3,931.25	15,900.00	5,814.00	15,900.00	36.57%
TELEPHONE/INTERNET	15,163.28	15,520.00	12,960.01	15,520.00	83.51%
MOBILE COMMUNICATIONS	8,775.27	9,630.00	8,125.63	9,630.00	84.38%
CAPITAL EXPENDITURES - EQUIP	-	24,000.00	4,153.55	24,000.00	17.31%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - SOFTWARE	-	100,000.00	94,150.00	100,000.00	94.15%
CAPITAL EXPENDITURES - HARDWARE	-	-	-	-	
CAPITAL EXPENDITURES - TOWERS	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	-	20,000.00	9,840.00	9,840.00	49.20%
CAPITAL EXPENDITURES - WATER P	-	-	-	-	
CAPITAL EXPENDITURES - WW PLAN	-	-	-	-	
CAPITAL EXPENDITURES - LINES	-	-	-	-	
TOOLS & SUPPLIES	24,667.70	25,000.00	20,992.88	25,000.00	83.97%
SUPPLIES - CONNECTIONS	41,586.02	75,000.00	57,867.46	75,000.00	77.16%
SUPPLIES - LAB	24,354.74	27,500.00	23,469.31	27,500.00	85.34%
SUPPLIES - WATER CHEMICALS	117,504.57	130,000.00	123,453.33	130,000.00	94.96%
SUPPLIES - WW CHEMICALS	8,280.33	13,500.00	8,552.30	13,500.00	63.35%
FUEL	12,207.02	24,500.00	13,679.54	18,500.00	55.83%
<b>Operation and Maintenance</b>	<b>765,563.32</b>	<b>2,282,110.00</b>	<b>997,228.00</b>	<b>1,866,300.00</b>	<b>43.70%</b>
PROFESSIONAL SERVICES	79,754.81	826,190.00	530,532.02	726,190.00	64.21%
DEBT PRINCIPAL PAYMENTS	14,377.81	363,946.00	61,217.12	363,946.00	16.82%
WASTEWATER TREATMENT SERVICE	119,940.80	128,620.00	105,354.60	128,620.00	81.91%
<b>Contractual Services</b>	<b>214,073.42</b>	<b>1,318,756.00</b>	<b>697,103.74</b>	<b>1,218,756.00</b>	<b>52.86%</b>
INSURANCE EXPENSE	69,637.80	71,720.00	79,220.49	79,220.00	110.46%
<b>Insurance</b>	<b>69,637.80</b>	<b>71,720.00</b>	<b>79,220.49</b>	<b>79,220.00</b>	<b>110.46%</b>
TRAINING & TRAVEL EXPENSE	3,103.26	5,000.00	2,661.45	5,000.00	53.23%
OFFICE SUPPLIES	2,942.24	4,500.00	1,212.03	4,500.00	26.93%
POSTAGE	1,256.83	1,500.00	1,225.60	1,500.00	81.71%
ADVERTISING	146.11	-	-	-	
BANK CHARGES	1,330.66	2,000.00	1,855.00	2,000.00	92.75%
MEMBERSHIPS & SUBSCRIPTIONS	-	380.00	40.00	380.00	10.53%
<b>Office and Administrative</b>	<b>8,779.10</b>	<b>13,380.00</b>	<b>6,994.08</b>	<b>13,380.00</b>	<b>52.27%</b>
CAPITAL IMPROVEMENT PROJECTS	17,486.15	1,440,000.00	783,753.22	940,000.00	54.43%
WATER IMPACT PROJECTS	(0.05)	150,000.00	-	-	0.00%
WASTEWATER IMPACT PROJECTS	-	-	-	-	
<b>Capital Improvement Projects</b>	<b>17,486.10</b>	<b>1,590,000.00</b>	<b>783,753.22</b>	<b>940,000.00</b>	<b>49.29%</b>
AMORTIZATION EXPENSE	-	-	-	-	
DEPRECIATION EXPENSE	695,694.00	-	-	-	
MISCELLANEOUS EXPENSE	-	-	-	-	
<b>Other Expenses</b>	<b>695,694.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
DEBT INTEREST PAYMENTS	292,559.03	345,059.00	142,174.60	284,350.00	41.20%
<b>Debt - Interest</b>	<b>292,559.03</b>	<b>345,059.00</b>	<b>142,174.60</b>	<b>284,350.00</b>	<b>41.20%</b>
TRANSFERS OUT	209,180.00	245,340.00	134,352.55	245,340.00	54.76%
<b>Transfers Out</b>	<b>209,180.00</b>	<b>245,340.00</b>	<b>134,352.55</b>	<b>245,340.00</b>	<b>54.76%</b>
<b>TOTAL CWWS FUND</b>	<b>3,287,508.75</b>	<b>6,958,415.00</b>	<b>3,704,690.42</b>	<b>5,680,773.00</b>	<b>53.24%</b>

## SANITATION FUND

8/31/22

REVENUES, BY SOURCE		FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
	CHARGES FOR SERVICES	872,880.09	849,530.00	678,815.19	816,670.00	79.90%
	TRANSFERS IN	-	-	-	-	
		<b>872,880.09</b>	<b>849,530.00</b>	<b>678,815.19</b>	<b>816,670.00</b>	79.90%

EXPENDITURES, BY DEPARTMENT		FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
	ADMIN	865,323.97	836,450.00	683,146.11	815,943.00	81.67%
		<b>865,323.97</b>	<b>836,450.00</b>	<b>683,146.11</b>	<b>815,943.00</b>	81.67%

## SANITATION FUND

8/31/22

SANITATION FUND	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
SOLID WASTE SERVICES	853,526.27	823,820.00	671,803.57	804,600.00	81.55%
RECYCLING SERVICES	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,797.70	12,630.00	11,342.54	11,343.00	89.81%
yard waste	-	-	-	-	
<b>Operation and Maintenance</b>	<b>865,323.97</b>	<b>836,450.00</b>	<b>683,146.11</b>	<b>815,943.00</b>	<b>81.67%</b>
<b>Contractual Services</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,797.70	12,630.00	11,342.54	11,343.00	89.81%
<b>Transfers Out</b>	<b>11,797.70</b>	<b>12,630.00</b>	<b>11,342.54</b>	<b>11,343.00</b>	<b>89.81%</b>
<b>TOTAL SANITATION FUND</b>	<b>877,121.67</b>	<b>849,080.00</b>	<b>694,488.65</b>	<b>827,286.00</b>	



## PARK AND STORMWATER SALES TAX FUND

8/31/22

REVENUES, BY SOURCE		FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PARK & STRMWTR SALES TAX		614,189.73	627,555.00	552,457.74	666,250.00	88.03%
MISCELLANEOUS REVENUE		-	-	11,000.00	-	
		<b>614,189.73</b>	<b>627,555.00</b>	<b>563,457.74</b>	<b>666,250.00</b>	89.79%

EXPENDITURES, BY DEPARTMENT		FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
PARKS & RECREATION		74,537.09	275,000.00	281,073.48	282,562.00	
UTILITIES		102,335.00	210,000.00	-	75,450.00	0.00%
		<b>102,335.00</b>	<b>485,000.00</b>	<b>-</b>	<b>75,450.00</b>	0.00%

## VEHICLE AND EQUIPMENT REPLACE FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALE OF PERSONAL PROPERTY	51,972.00	33,500.00	2,125.00	178,916.00	6.34%
TRANSFERS IN	51,972.00	20,000.00	20,000.00	175,000.00	100.00%
	<b>103,944.00</b>	<b>53,500.00</b>	<b>22,125.00</b>	<b>353,916.00</b>	

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
ADMINISTRATION	66,296.04	73,749.00	104,036.17	175,749.00	141.07%
STREETS	-	69,500.00	35,904.59	-	
POLICE	-	16,500.00	4,627.94	-	
DEVELOPMENT	-	18,500.00	5,651.11	-	
PARKS & RECREATION	-	36,500.00	13,349.96	-	
UTILITIES	-	36,000.00	11,740.85	-	
	<b>66,296.04</b>	<b>250,749.00</b>	<b>175,310.62</b>	<b>175,749.00</b>	69.91%



## COMMONS CID FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
SALES TAXES	297,096.00	315,000.00	278,728.81	330,000.00	88.49%
USE TAXES	-	-	4,435.02	0.55	
	<b>297,096.00</b>	<b>315,000.00</b>	<b>283,163.83</b>	<b>330,000.55</b>	89.89%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
CONTRACTED SERVICES	-	595,000.00	516,165.01	530,000.00	86.75%
	-	<b>595,000.00</b>	<b>516,165.01</b>	<b>530,000.00</b>	86.75%



## DONATION FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection
OTHER REVENUE - POLICE DONATIONS	-	15,000.00	650.00	-
OTHER REVENUE - PARK DONATIONS	-	-	450.00	-
	-	<b>15,000.00</b>	<b>1,100.00</b>	-

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection
CAPITAL OUTLAY	-	-	-	-
	-	-	-	-





## AMERICAN RESCUE PLAN ACT FUND

8/31/22

REVENUES, BY SOURCE	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
INTERGOVERNMENTAL REVENUES	1,089,137.62	1,089,161.50	1,110,127.76	1,110,127.76	101.92%
INTEREST INCOME	412.00	-	-	-	
	<b>1,089,549.62</b>	<b>1,089,161.50</b>	<b>1,110,127.76</b>	<b>1,110,127.76</b>	101.92%

EXPENDITURES, BY DEPARTMENT	FY21 Actual	FY22 Budget	FY22 YTD	FY22 Projection	
UTILITIES		2,178,300.00	916,878.48	2,178,300.00	42.09%
	-	<b>2,178,300.00</b>	<b>916,878.48</b>	<b>2,178,300.00</b>	42.09%



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1118, Sidewalk Improvement Program

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1118, authorizing the Public Works Department staff to implement a revised Sidewalk Improvement Program.

**SUMMARY:**

The revised Sidewalk Improvement Program would utilize a contractor to supply the materials and labor for the program. Staff would rate sidewalk conditions to help identify potential priority areas for the Board of Aldermen approval.

The program is a cost-share program, where the property owner and the City would pay half of the repairs. If a resident does not wish to enroll and they have a hazardous sidewalk, they would be issued a 30-day notice to repair their sidewalk. If they do not make the necessary improvements, Codes Enforcement will issue them an abatement letter in the amount of the repair for their sidewalk improvements. The cost for the sidewalk repairs varies by property. The goal of the program is to address all repair needs in an area, so there should not be any missing improvements. If a need for the program arises in a previously repaired area, Staff will review on a case-by-case basis.

Staff will also identify gaps in sidewalks for better connectivity. Any gap improvements would be funded by the City. Additionally, the City would fund any settlement around stormwater inlets and ADA sidewalk ramps.

The Policy outlines the overall operations of the program. The program is intended to serve single-family residences or single-family attached properties. The program is not intended to serve income-driven properties including but not limited to rentals, businesses, and multi-family housing.

Staff created a financial assistance form for households with a gross family income less than 80% of the Smithville's Median Family Income based upon the 2020 Census. The City of Smithville's median household income (2020 Census Data) is \$83,400. The threshold is \$66,720 to receive financial assistance. If the property owner qualifies for assistance, the City would pay the full amount for repairs.

**PREVIOUS ACTION:**

The revised program was presented at the June 21 Work Session and August Work Session for feedback.

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

The Sidewalk Improvement Program has funds allocated in the CIP.

**ATTACHMENTS:**

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

**RESOLUTION 1118**

**A RESOLUTION APPROVING A POLICY IMPLEMENTING A SIDEWALK IMPROVEMENT PROGRAM**

**WHEREAS**, the City revised the Sidewalk Improvement Program procedures;  
and

**WHEREAS**, a policy has been developed for sidewalk improvements.

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

**THAT THE ATTACHED SIDEWALK IMPROVEMENT PROGRAM POLICY IS HEREBY APPROVED AND ADOPTED AS THE OFFICIAL POLICY OF THE BOARD OF ALDERMEN UNTIL AMENDED BY THE BOARD**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 20<sup>th</sup> day of September, 2022.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

	<div>STAFF</div> <div>REPORT</div>
<b>Date:</b>	August 2, 2022
<b>Prepared By:</b>	Gina Pate, Management Analyst – Public Works
<b>Subject:</b>	Follow Up Discussion – Sidewalk Improvement Program

### Background Information

The current Sidewalk Improvement Program is managed by the Development Department and Public Works Streets Division. The program allows for a property owner to have the sidewalks on their property inspected and rated to determine the need for replacement. Code Enforcement advertises this program as an opportunity for residents with a sidewalk violation to fix their sidewalk, most of the applicants for the program are referred. If determined that the sidewalk needs to be replaced, the property owner pays for all the materials and supplies necessary to complete the sidewalk construction prior to being placed on the work list. The Street Division will provide the labor and construct the sidewalk based upon priority. Once the applications have reached capacity of the street division for repair, applications will not be accepted.

Currently, there are five pending applications that have not been paid for, so they are not accounted for on the work list. In total, there are fifteen outstanding applications on the work lists, which will be completed this summer or early fall. Seven applications have been on the work list for over one year.

When evaluating the Sidewalk Improvement Program, staff discovered that the outstanding applications are primarily due to the locations being in different areas in the City. Additionally, due to the concrete materials, it is an inefficient use of resources to only do one sidewalk in a specific area. Based on this evaluation of the current program, staff recommends revising the program.

To provide a more adequate response time, staff recommends using a contractor to perform the labor and materials for this program. The program would focus on one specific area each year. The program would have a 50/50 cost-share between the City and property owners. The cost share was derived from the current program, which is a 50/50 cost share. Staff would look at the various residential areas in Smithville and determine the area with the most need during the specific construction year. Property owners would be notified of the project if their property is affected and would be able to enroll in the program or would be required to make the improvements themselves. Neighborhoods would also be able to use this program as a cost-share to improve gaps in sidewalk access. This change would allow the cost to be more accurate and prevent delays in construction since all the improvements would be in a similar area. The current budget is \$25,000 for the program.

In FY24 and FY25, staff is proposing \$75,000 for the program budget. This will be discussed at the August 16<sup>th</sup> Work Session.

Upcoming Sidewalk Improvements Outside of Sidewalk Improvement Program:

- FY23: Quincy Blvd Sidewalk – approximately \$200,000
- FY23: Streetscape Phase III (Bridge St) – approximately \$200,000
- FY24: S Commercial Ave – approximately \$700,000
- *Pending Grant Award:*
  - Diamond Crest Multi-Use Trail
  - Second Creek Sidewalk

### **Prior Board Discussion and Direction**

At the June 21 Work Session, staff asked for the Board of Aldermen's feedback on the program's priority areas, budget, and enforcement. Based on feedback, staff has prepared additional information for the Board of Aldermen's consideration.

Staff received comments on promoting the current Sidewalk Improvement Program. The program has been advertised in a "Did You Know" post and in the August Newsletter.

The two Public Works Engineering Technicians are receiving training on the new City GIS platform to start recording the conditions of sidewalks around the City. The sidewalk condition map will allow the Board of Aldermen, staff, and the public to see the greatest need for improvements throughout the City each year.

The Board asked for follow-up on a cut-off date for the program enrollment in a specific area. It is the intent of the revised program to address an entire residential area at one time. Residents would be notified in advance of construction to enroll in the program for the cost share if their sidewalk needs repair. If a resident does not wish to enroll and they have a hazardous sidewalk, they would be issued a 30-day notice to repair their sidewalk. If they do not make the necessary improvements, Codes Enforcement will issue them an abatement letter in the amount of the repair for their sidewalk improvements. The cost for the sidewalk repairs varies by property. The past material costs have been approximately \$200 but vary on the total amount of sidewalks being repaired. Staff expects a similar pricing for the contractor price per property. The goal of the program is to address all repair needs in an area, so there should not be any missing improvements. If a need for the program arises in a previously repaired area, Staff will review on a case-by-case basis.

### **Action Required/Requested**

Staff is seeking Board direction to move forward with the Sidewalk Improvement Program revisions for FY23.

# **Title: Residential Sidewalk Improvement Program Policy**

**Effective Date: September 21, 2022**

## **I. General Statement**

This policy establishes a program for single-family and single-family attached residential sidewalk improvements. This program is not to be used for commercial or multi-family residential properties; commercial businesses and multi-family properties are responsible for 100% of the cost to make the sidewalks adjacent to their property safe.

The Sidewalk Improvement Program assists property owners in meeting their legal requirements ([City Code](#)) by helping identify and repair hazards, as well as providing technical and financial assistance (where applicable). If a sidewalk is incorporated into an approach/driveway but not properly defined, the City will consider this as driveway approach and the owner will be 100% responsible for all costs to resolve any hazards.

It is the policy of the City of Smithville to enter into a cost-share agreement with property owners within city limits to repair sidewalks.

Additionally, the City will be improving ADA sidewalk ramps, settlement by stormwater inlets, and connecting the gaps in sidewalks.

## **II. General Procedures**

City staff will inspect sidewalks throughout the city to identify any hazards. A hazard is defined as a sidewalk that could cause a person to lose their footing, trip or fall.

Hazard examples include:

- A vertical deflection of ½" or greater
- A gap or opening between concrete panels or a crack of ½" or wider
- Excessive spalling, cracking or delamination of the surface that could cause an uneven surface
- An area where the sidewalk panels have pushed up or settled downward
- Overgrowth in adjacent vegetation or excessive vegetation growing in cracks
- Excessive cross slope

When a hazard is identified, the location will be mapped, and a photo will be taken of the hazard. Property owners will have three options for how to proceed with resolving the hazard.

1. The Property Owner can perform a self-repair, a permit is required for this work.
2. The Property Owner can hire a contractor that has a business license with the City of Smithville, and a permit is required for this work.
3. The Property Owner can participate in the City's Sidewalk Improvement Program.

To fix the hazard, the City will have a contractor supply the materials and labor for the repair. This will be a 50/50 cost-share between the City and the Property Owner.

City staff utilizes a rating system to identify priority sidewalk routes for inspection and repair. Sidewalk conditions will be reported on the City's Geographic Information System (GIS) Map. On an annual basis, City staff will provide recommendations for the areas of sidewalk improvements to the Board of Aldermen each year.

If they would like to, property owners can hire a contractor or perform self-repairs prior to the self-repair deadline. If repairs are not made by the self-repair deadline, the City's selected contractor will perform the repairs and the property owner will be billed.

A hazard caused by City-owned infrastructure (manholes, storm sewers, etc.) will be repaired by the city. Property owners will not be charged for these repairs.

Properties will receive a door hanger at the property with a brochure that provides more information about the program, and how to enroll in the program. If the property is a rental, tenants should give the information to the property owner.

Property owners will receive a notification letter, inspection report with photos, and a reminder letter.

If the property owner selects for self-repair, they must coordinate with City staff for inspection following the completion of repairs. Should the repairs not pass inspection, the property owner would be required to do further maintenance until the sidewalk meets specifications. These repairs are not eligible for program benefits, including the contract pricing, financial assistance, or warranty.



### **III. Financial Assistance**

Financial Assistance is available for qualifying property owners who enroll in the sidewalk program.

The City will fund 100% of the repair costs for residential owner-occupied single-family properties that meet the income threshold of 80% of the area Median Family Income based upon the 2020 Census. Applicants must submit a completed application and proof of income to the City in order to receive the financial assistance.

### **IV. Schedule**

The City will send letters in February of each year to affected property owners. The letters will include the estimated cost for repair, and necessary steps to enroll in the program. Property owners will have 30 days to notify the City their intention to enroll in the program, repair the sidewalk themselves, or hire a contractor to perform the work. Property owners who elect to not enroll in the program will not be eligible for the City's program benefits, including the contracting pricing, financial assistance, or warranty. Non-program participants will have 60 days to fix the sidewalk hazard.



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Res 1119, Amending the Harborview Neighborhood Grant Award

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1119, amending the Harborview Neighborhood Beautification Grant award approving additional scope and authorizing an additional expenditure of funds in the amount of \$5,810.

**SUMMARY:**

Harborview was awarded a Neighborhood Beautification Grant to install a concrete sidewalk (5 foot wide) from Lakeview Drive to the Corps property. Their application also includes cleaning up some overgrowth in the subdivision and installing some pet waste stations. The total project cost (including some volunteer In-Kind labor) was \$15,400. The Grant amount requested was \$8,200 and was approved by the Board on May 3, 2022.

Since that time the HOA has had discussions with the Corps and Clay County Parks to have them extend a connection from the Clay County Trail System to the sidewalk proposed by Harborview. A trail should be 10-foot wide to allow users to walk/ bike side by side and allow others to pass going a different direction. A 10-foot trail is much more comfortable for all users including those using mobility devices. On August 2, the Board approved the addition of \$7,950 to increase the width to 10-feet.

In addition to increasing the width to a 10-foot trail, the trail needed to be raised to cross a drainage area and meet accessibility standards. This work also included the installation of drainage pipes and railing/ fencing so users would not inadvertently leave the trail where the drainage pipes are installed. The additional cost for this work is \$5,810.

This will bring the City total amount to \$21,960.

**PREVIOUS ACTION:**

Board approved Neighborhood Beautification Grants on May 3, 2022.  
Board approved Resolution 1092 authorizing an increase of \$7,950.

**POLICY ISSUE:**

Inviting Neighborhoods / Improving connectivity and trail system

**FINANCIAL CONSIDERATIONS:**

This project can utilize \$5810.00 from the "Repairs & Maintenance – Street" line item in the Transportation Sales Tax Fund (09-5-02-5103) for the neighborhood sidewalk improvement.

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: quote

Grant application

☐ Contract

☐ Plans

☐ Minutes

## **RESOLUTION 1119**

### **A RESOLUTION AMENDING THE HARBORVIEW NEIGHBORHOOD BEAUTIFICATION GRANT AWARD APPROVING ADDITIONAL SCOPE AND AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS IN THE AMOUNT OF \$5,810**

**WHEREAS**, Harborview was awarded a Neighborhood Beautification grant in the amount of \$8,200 to construct a sidewalk between Lakeview Drive and the Army Corps of Engineers property; and

**WHEREAS**, on August 2<sup>nd</sup>, 2022, the Board approved Resolution 1092 authorizing an additional amount of \$7,950 to widen the sidewalk to a ten-foot trail; and

**WHEREAS**, additional drainage work, fill for ADA compliance and fencing are required for a safe and accessible trail for an increase of an additional \$5,810.

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

**THAT** the Board of Aldermen approves the increase in the scope of the Neighborhood Beautification Award to Harborview and approves the additional expenditure of funds in an amount of \$5,810 for a total award of \$21,960.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 20<sup>th</sup> day of September, 2022.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

Todd Johnson

301 Lakeview Dr

Smithville, MO 64089

(913) 424-6701 (Mobile)

**Date:** 9/7/2022

**Valid Until:** 10/7/2022



Scan to view this proposal online

**Locally Owned and Operated**

Description	Qty / Unit	Price
Estimate		\$2,700.00

-Grade area up to, and around new sidewalk with 16 tons of fill dirt and 5 tons of top spoil.

-Apply grass seed and hay to this area.

-Install two, approximately 6' long fences, approximately 3' in height, separating drainage areas and sidewalk. Fence to be Cedar Wood.

<b>TOTAL</b>	<b>\$2,700.00</b>
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## **Limited Warranty**

1. **Limited Warranty:** For 1 years, commencing from the completion of the work, there will be no “Major Cracking,” “Major Scaling and Spalling” or “Major Popout” due to defective materials or workmanship.
2. **Definitions:** “Other exterior concrete” includes patios, sidewalks, and other exterior flat work. “Major Cracking” means cracks wider than ¼ inch that: in total length, are more than 30% of the length of all the joints in your driveway or other exterior concrete; or in any panel, the total length is more than 30% of the perimeter length of the panel. “Major Scaling and Spalling” means any substantial surface disintegration that occurs at the surface of the driveway or other exterior concrete that covers more than: 10% of the surface area of your driveway or other exterior concrete; or 25% of any panel of your driveway or other exterior concrete. “Major Pop out” means more than 50 conical breakouts per 100 square feet in the concrete surface from fractured pieces of aggregate.
3. **Exclusions:** This limited warranty does not apply to damage resulting from a) abuse of your driveway or other exterior concrete b) any purpose other than residential purposes c) fire, flood, earthquake, defective subsurface or other act of God d) altering areas near your driveway or other exterior concrete so that drainage or water runoff undermines your driveway or other exterior concrete e) the growth of trees (including roots) or plants near your driveway or other exterior concrete f) Scaling , spalling or pop outs other than major scaling, spalling or pop outs g) Contact between your driveway or other exterior concrete and vehicles, foreign objects, animals or persons (other than contractor) during the 3 day period after your driveway or other exterior concrete is installed h) Cracks other than major cracks i) discoloration or stains j) any settlement or shifting from installation or repair of utility trenches near your driveway or any other exterior concrete at the point where it meets a garage or car port slab or any settlement from or k) any settlement, shifting, or cracking caused from inappropriate fill, ground water, roots, debris, voids, compaction or l) other soil defects unless caused by Contractor. Also, uniformity in the color of a driveway or other exterior concrete may vary within the same pour or when repaired or replaced. This warranty will not guarantee uniformity in color.
4. **Remedy:**
  - A. If you think that your driveway or other exterior concrete has Major Cracking, Major Scaling and Spalling, or Major Pop outs due to defective materials or workmanship, you must notify your Contractor in writing. IF YOU DO NOT NOTIFY THEM IN WRITING WITHIN 90 DAYS AFTER YOU DISCOVER MAJOR CRACKING, MAJOR SCALING AND SPALLING, OR MAJOR POPOUTS, YOUR LIMITED WARRANTY RELATING TO THAT DEFECT IS VOID. TELEPHONING OR TEXTING WILL NOT PRESERVE YOUR RIGHTS.
  - B. **Inspection:** Once Contractor receives notification, your driveway or other exterior concrete will be inspected by your Contractor within 30 days to determine if Major Cracking, Major Scaling and Spalling, or Major Pop out has occurred due to defective materials or workmanship.
  - C. **Repair or Replacement:** If Major Cracking, Major Scaling or Spalling or Major Pop out, which is the subject of the notice, occurred within 1 year of the completion date due to defective materials or workmanship, the Major Cracking, Major Scaling or Spalling or Major Pop outs will either be repaired, the damaged part of your driveway or the exterior concrete will be replaced, or you will be refunded your payment for the portion of the defective work. In case of defective materials, the warranty is limited to the material manufacturer’s warranty. Cost of labor is not included in the material warranty. Otherwise there will be no charge to the Customer. Your Contractor will have the right to choose between repair, replacement, or refund.
5. **Limitation of Liability; Disclaimer:** It is understood and agreed that the Contractor’s liability whether in contract or tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by purchaser, or at the option of the Contractor for repair or replacement, and under no circumstances shall the Contractor be liable for special, punitive, exemplary, indirect, or consequential damages. There are no other warranties, expressed or implied concerning your driveway or other exterior concrete.
6. **Void:** The use of any salts or ice melts on the new concrete will automatically void the 1-year warranty and Contractor cannot be held responsible for any subsequent damages. The 1-year warranty will be void on all exterior projects and garage floor projects that do not include the additional Sealer option due to magnesium chloride that is applied to public roads and outside Contractor’s control. Magnesium chloride can cause loss of strength, increased permeability, expansion, and cracking in concrete.

## **Terms and Conditions**

Concrete is a natural material and therefore textures and color are affected by factors beyond our control. New concrete should not be expected to match existing work or samples provided. Work is guaranteed to be as specified herein and will be completed in a workmanlike manner per industry-standard practices. Changes to this contract requested by Customer is to be made to the owner may become an extra charge over and above the proposed amount. Notice of any initial installation defects must be made within five days of job completion. Payment: A deposit of 50% of total job is due at the start of work with balance due at job completion. Acceptable forms of payment include cash, check, or money order. This proposal is subject to acceptance within 30 days and may be void thereafter at the discretion of Local Owner. Cancellation Policy: In the event of cancellation by the client, Local Owner shall be entitled to retain 10% of the contract amount or actual damages, whichever is greater. If Local Owner cancels the contract before work begins, Customer shall be entitled to a refund any deposit paid.

(a) NJM Properties LLC "Local Owner" is a franchisee of SAMCO, LLC d/b/a Sam the Concrete Man ("Franchisor"). The only relationship between Franchisor and Local Owner is that of independent contractor operating its business pursuant to a license from Franchisor, that the business conducted by Local Owner is completely separate and apart from any business that may be operated by Franchisor. This Agreement does not create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Local Owner is not an affiliate of Franchisor and does not have authority to act for Franchisor in any manner and cannot create any obligations or indebtedness that would be binding upon the Franchisor. Customer agrees and acknowledges that Franchisor is not in any way responsible for any acts and/or omissions of Local Owner, its agents, servants or employees. (b) Sole Remedy: Customer's sole remedy for any defective work is described in the attached Limited Warranty incorporated into this Agreement for all purposes as Attachment "A". Customer waives any right to incidental or consequential damages, including but not limited to, sprinkler heads, water lines or other buried lines that are within close proximity to the project. (c) Force Majeure: Local Owner shall not be responsible for any delay, liability, loss or damage due to any failure to perform under this Agreement, due to strikes, inability to obtain transportation, Acts of God, inclement weather, fire, floods, storms, disease, or any causes beyond Local Owner's reasonable control, nor shall Local Owner be responsible for failure of delivery or delay due to federal, state or other governmental statute, regulation or authority. (d) Authority: You represent that you have the authority to contract for the work and are responsible for payment for the work. You represent that you are the owner or authorized agent of the owner of the property where the work is being performed. You agree to indemnify and hold harmless Local Owner for any liability of Local Owner for unauthorized work if you are in breach of this provision. (e) Changes: Changes to this contract must be requested in writing to Local Owner and may become an extra charge over and above the proposed amount. (f) Statute of Limitations: The statute of limitations for filing a claim under this Agreement is 1 year from date of discovery of any breach of this agreement. (g) Governing Law and Venue: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri, without reference to its choice of laws principles. The parties: (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts located in the county in which the work is performed; (ii) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. If any provision of this Agreement is void, illegal or unenforceable by law, the remaining terms shall be valid and enforceable. This Agreement is between you and Local Owner.

I agree to be bound by this Agreement.

---

**Customer Signature**

---

**Date**

Todd Johnson  
301 Lakeview Dr  
Smithville, MO 64089  
(913) 424-6701 (Mobile)

**Date:** 9/1/2022

**Valid Until:** 10/1/2022



Scan to view this proposal online

**Locally Owned and Operated**

Description	Qty / Unit	Price
Estimate		\$3,110.00

Additional work to the concrete sidewalk to be completed for Harborview HOA sidewalk.

-Concrete to be KCMMB Mix

-Changed to 1/2 Rebar on 24" Centers

-Install a footer going down an additional 8" extending approximately 49' along the sidewalks edge in areas prone to erosion.

-Install two sections of 15' Culvert Drain Pipes under the sidewalk and flared inlets. Culvert pipes to be a minimum of 8". Install approximately 4' of river rock at outlet.

-Install approximately .50 ton of River rock near and around inlets and some areas prone to erosion.

**Included Services**

- Compact the subgrade with a mechanical compactor as required.
- Install and compact rock base material or select fill as needed to reach the proper grade.
- The concrete will be 4" of 4,000-psi a/e concrete, KCMMB MIX, reinforced with 1/2" rebar every 24" each way, depending on need. Culvert to be a minimum of 8" . .
- Expansion joints will be installed as needed.
- A brushed finish will be applied.
- Control joints will be installed as needed. Sections not to exceed 10' each way unless specified otherwise.
- Clean up daily and at the job completion.
- If permits are required, all required costs will be added to the proposal at cost plus an additional \$50.00 charge.

<b>TOTAL</b>	<b>\$3,110.00</b>
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### **Limited Warranty**

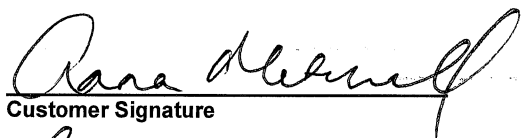
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I agree to be bound by this Agreement.

  
Customer Signature

9-1-22  
Date





# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

**Neighborhood or Homeowners' Association Name:** Harborview HOA **Date:** 3/31/22

**Address:** 405 Marina Drive  
**Street Address**  
Smithville, MO 64089

**City** **State** **ZIP Code**

**Phone:** 816-289-1749 **Email:** newharborviewbod@gmail.com

**Contact Person:** Terry Snyder **Title:** President

**Project Title:** 2022 Harborview Beautification Project

### Brief Description of the proposed Project:

We propose to install a connector trail from Lakeview Drive, South to the Corps of Engineer's land, remove overgrown brush and trees along greenspaces, trim up trees identified by our arborist, plant 40+ new trees, and install pet waste stations throughout the neighborhood.

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

<b>Total Project Cost:</b>	\$15,400
<b>Grantee Cash Contribution:</b>	\$5,920
<b>Grantee In-Kind Contribution:</b>	\$2,280
<b>Grant Amount Requested:</b>	\$8,200

## Project Information – Please attach additional documentation if needed

**Expected Project Start Date** 4/15/22 **Expected Completion Date** 6/27/22

### Description of how this project will enhance the neighborhood:

Through the previous decades, we have lost a lot of trees in our greenspaces. We are looking to clean up those greenspaces, take care of the trees that are there, and add to their number with 40+ new trees to be planted. Our connector trail will allow our neighbors to walk to the adjoining Corps of Engineer's trail without having to walk through mud, and brush. Our pet waste stations will ensure that pet waste is not an issue on our sidewalks.

**Description of how the grant funding will be matched by the organization:**

Our projects call for 114 hours of labor, to be provided by volunteers within the neighborhood. We will be working in tandem with our arborist and contractor during the connector trail installation.

**Description of how the project will be maintained or funded in the future, if necessary:**

Pet waste stations will be added to our annual budget for supplies, as well as a weekly stocking/cleaning route to ensure that pet waste doesn't linger. Our connector trail will added to our annual facilities review.

**Required Attachment Checklist**

In addition to this application, the following documents will be required to fully assess the proposed project:

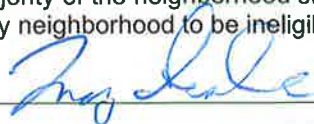
- ☐ **A detailed Project Budget shown through a completed Attachment A (Example Included)**
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

**Disclaimer and Signature**

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:



Date:

3-31-22

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
Sam the Concrete Man	Connector Trail	\$6,600
Urban Tree	Tree trimming/removal	\$2,625
Global Industrial	Pet Waste Stations	\$2,400
Lowes/Home Depot	Trees, rental equipment	\$3,775
<b>Total Project Cost</b>		<b>\$15,400</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
Harborview HOA	Cash	\$5,420
<b>Total Cash Contribution</b>		<b>\$5,420</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
Harborview HOA	Labor	\$2,280
<b>Total In-Kind Contribution</b>		<b>\$2,280</b>

<b>Total Project Cost</b>	<b>\$15,400</b>
<b>Total Cash Contribution</b>	<b>\$5,420</b>
<b>Total In-Kind Contribution</b>	<b>\$2,280</b>
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$7,700</b>



## Harborview HOA Board of Directors

Name	Position	Term
=====	=====	=====
Terry Snyder	President	2024
Phil Smith	Vice President	2025
Bailey Meyer	Treasurer	2023
Dwayne Smith	Secretary	2023
Barb Parkerson	Member at Large	2025





# P R O P O S A L

Sam The Concrete Man - Kansas City  
6320 Brookside Plaza  
Suite 189  
Kansas City, MO 64113  
(913) 215-9585

<https://kansas-city.samtheconcreteman.com/>



## Billing/Service Address

Todd Johnson  
301 Lakeview Dr  
Smithville, MO 64089  
(913) 424-6701 (Mobile)  
[newharborviewbod@gmail.com](mailto:newharborviewbod@gmail.com)

Date	March 25, 2022
Total	\$6,600.00

This proposal expires on 4/24/2022

Prepared by Nick Maassen ([nmaassen@samtheconcreteman.com](mailto:nmaassen@samtheconcreteman.com))

This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.

Item	Description	Amount
Estimate	Sidewalk Installation -Remove and dispose of yard waste where new concrete is to be poured. -Install approximately 4' x 118' sidewalk.	\$6,600.00
Included Services	<ul style="list-style-type: none"><li>• Remove and dispose of the existing concrete up to 4" thick with wire mesh reinforcement. Any additional thickness or reinforcement may incur additional charges.</li><li>• Compact the subgrade with a mechanical compactor as required.</li><li>• Install and compact rock base material or select fill as needed to reach the proper grade.</li><li>• The driveway will be 4" of 4,000-psi a/e concrete reinforced with 3/8" rebar every 36" each way depending on vehicle traffic.</li><li>• Expansion joints will be installed as needed.</li><li>• A brushed finish will be applied.</li></ul>	

	<ul style="list-style-type: none"> <li>• Control joints will be installed as needed. Sections not to exceed 10' each way unless specified otherwise.</li> <li>• Backfill the edges of the new concrete with fill dirt and recycled dirt on site. Does not include re-grading of current landscape to meet new concrete grade.</li> <li>• Clean up daily and at the job completion.</li> <li>• If permits are required, all required costs will be added to the proposal at cost plus an additional \$50.00 charge.</li> </ul>	
	Base	\$6,600.00
	Subtotal	\$6,600.00
	Tax	\$0.00
	Total	\$6,600.00

**Notifications** Text message to (913) 424-6701

## T E R M S   A N D   C O N D I T I O N S

Concrete is a natural material and therefore textures and color are affected by factors beyond our control. New concrete should not be expected to match existing work or samples provided. Work is guaranteed to be as specified herein and will be completed in a workmanlike manner per industry-standard practices. Changes to this contract requested by Customer is to be made to the owner may become an extra charge over and above the proposed amount. Notice of initial installation defects shall be made within five days of job completion. Customer's sole remedy for claimed warranty work shall be repair or replacement of defective areas or refund of Customer's payment, at Sam The Concrete Man's discretion. Customer waives any right to incidental or consequential damages, including but not limited to, sprinkler heads and lines that are within close proximity to the project.

**Concrete Care:** Your new concrete can receive foot traffic 12 – 24 hrs after installation. Because your concrete is still curing/setting there is to be no vehicle traffic for 7 days - this includes not pulling your car over the concrete to park in the garage.

**Payment:** A deposit of 50% of total job is due at the start of work with balance due at job completion. Acceptable forms of payment include cash, check, or money order. This proposal is subject to acceptance within 30 days and may be void thereafter at the discretion of Sam The Concrete Man.

**Cancellation policy:** In the event of cancellation by the client, Sam The Concrete Man shall be entitled to retain 10% of the contract amount or actual damages, whichever is greater. If Sam The Concrete Man cancels the contract before work begins, Customer shall be entitled to a refund any deposit paid. Performance under this agreement may be excused for reason of strike, accident, harassment, or other delays beyond our control.

**Warranty:** 1 year for workmanship & materials: 1-year materials to the extent of the material suppliers' warranty. In case of defective materials, cost of labor is not included in the material warranty. Hairline

cracks up to ¼" wide will be routed and caulked or patched. Areas with heaving cracks (vertically offset by ¼" or greater) will be repaired or replaced at Company's discretion. The use of any salts or ice melts on the new concrete will automatically void the 1-year warranty and Sam The Concrete Man cannot be held responsible for any subsequent damages. The 1-year warranty will be void on all driveway and garage floor projects that do not include the additional Sealer option due to magnesium chloride that is applied to public roads outside Sam The Concrete Man's control.

I confirm that my action here represents my electronic signature and is binding.

[Click here](#) if you no longer wish to receive notifications or related information about this proposal.





Harborview HOA  
Jennifer Pease  
405 Marina Dr  
Smithville, MO 64089

**Proposal Date:** 11/2/2021

**Work Site:** 405 Marina Dr  
Smithville, MO 64089

**Proposed By:** Nicholas Goergen

**Ad Source:** Referral  
:  
816-592-9704

Qty	Plant	Location		Cost
1	Oak (Pin)	South	1) Crown raise to approx 12 ft - Remove deadwood 1-2 inch and greater - Slight thinning - Remove broken and hangers	\$400.00
1	Magnolia	South	2) unsustainable, overplanted - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$200.00
1	Spruce	South	3) Remove volunteers growing under tree and treat to not grow back	\$75.00
1	Crabapple	South	4) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft	\$75.00
1	Maple (Red)	South	5) Maintenance Prune - Single Stem Development - Crown raise to approx 6-7 ft	\$150.00
1	Stump(s)	South	6) Machine grind below ground level and remove stump-grinding debris to approximately soil grade	\$100.00
1	Oak (Pin)	Center	7) Crown raise to balance - Remove low deadwood	\$150.00
1	Pear	East center	8) unsustainable, extremely poor structure - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$500.00
			Replacement - Sugar maple	
1	Crabapple	East center	9) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 6 ft	\$75.00
1	Pear	East center	10) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$200.00	\$0.00
			* This tree is currently fine, but has been dubbed a noxious weed and is prone to storm damage. This should be replaced with a sustainable tree, such as Sugar maple.	
1	Ash	East center	11) Suckered out stump - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$50.00



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1	Pear	NW	12) Poor structure, shading desirable oak - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$300.00
DO NOT replace tree. Let the Swamp White oak become dominant. This area should not have another tree.				
1	Oak (swamp whi	NW	13) Maintenance Prune - Single Stem Development - Crown raise to approx 5-6 ft	\$50.00
1	Maple (Red)	NW	14) Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 8 ft	\$150.00
1	Pear	NE	15) larger of 2 - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$300.00	\$0.00
This should be removed and replaced for the same reason as the other pears. This tree was definitely damaged by the sidewalk replacement, and it's a good time to go.				
This area should have one tree, centered on each side. I would plant these as Prairie Fire crabapple, which is a cultivar of our native, is very resistant to insect and disease issues, and will thrive in this spot. Much lower maintenance, and very sustainable.				
1	Pear	NE	16) Same reason - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade = \$75.00	\$0.00
1	Pear	NE	17) Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$350.00
* Same reasons as above, plus this tree has substantial die out from Fireblight. Treatments are costly and not very affective. Remove and replace.				

**Subtotal: \$2,625.00**

**Tax: \$0.00**

**Total: \$2,625.00**





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## Terms and Conditions

It is agreed by and between Urban Tree Specialists LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**Insurance by Contractor:** Urban Tree Specialists LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

**Cancellation Fee:** Urban Tree Specialists LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses.

**Completion of Contract:** Urban Tree Specialists LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of compensation for delays.

**Tree Ownership:** The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Urban Tree Specialists LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the result thereof.

**Safety:** Urban Tree Specialists LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Tree Care industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

All Work to Conform to ANSI A300 Tree Care Management Standards for the arboricultural Industry unless otherwise specified in this proposal.

**Stump Removal:** Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal will be removed to approximately soil grade unless specified otherwise. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Urban Tree Specialists LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

**Concealed Contingencies:** Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused



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**Global Industrial™ Pet Waste Plastic Bags With Tie-Handles, Green, 400 Bags/Roll**  
T9F6S5798

\$9.90

▼ 24 ▲



Add-ons

Delivery to 64089: Expected delivery on or before Mon, Apr 04 with standard shipping.

**Subtotal (42 Items)**  
**\$2,156.70**

[Calculate shipping ▶](#)

64089

Ship Method: GROUND

Item(s): \$2,156.70

Shipping: \$221.99

Total does not include tax

**Total: \$2,378.69**

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Add-ons

**Global Industrial™ Heavy Duty Black Trash Liners, 1.5 Mil, 13 Gallon, 50/Box**  
T9F6S5813

\$24.95

Delivery to 64089: Expected delivery on or before Mon, Apr 04 with standard shipping.

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**Global Industrial™ Steel Pet Waste Station With Tie-Handle Waste Bags, Green**  
T9F6S5796

\$269.95

▼ 6 ▲



Add-ons

Delivery to 64089: Expected delivery on or before Tue, Apr 05 with standard shipping.

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CHECKOUT

Check out with **PayPal**



Platinum Paving And Concrete  
104 Belmont Blvd  
Kansas City, MO 64123  
(816) 702-0013  
Platinumpavingkc@gmail.com  
www.platinumpavingkc.com



**Estimate 3762**

**ADDRESS**

Harborview BOD

DATE  
02/01/2022

TOTAL  
\$15,600.00

EXPIRATION  
DATE  
03/01/2022

ACTIVITY	DESCRIPTION
Project address	301 Lakeview Dr
EARTH EXCAVATION	Earth Excavation: Strip grass and excavate dirt/subgrade approximately 0" deep. Does not include big rock excavation. All Labor, Equipment and Materials are included for this scope of work. Approximately: 115 Square yards
ASPHALT PAVING OVERLAY	Asphalt Paving Overlay: Install asphaltic concrete approximately 4" thick in a single lift and roll for compaction as per specifications over existing parking lot and or roads. All Labor, Equipment and Materials are included for this scope of work. Approximately: 1035 Square Feet, 1 @ \$15,600.00
NOTICE TO OWNER	NOTICE TO OWNER  FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Thank you have a great day!

ACTIVITY	DESCRIPTION
<b>NOTE TO OWNER</b>	<p>Note to Owner: The owner/property representative is responsible for all tow charges to remove vehicles left in the work area during the scheduled date. All Irrigation systems must be turned off 24-36 hours before scheduled work and 24-36 hours after.</p> <p>Notes &amp; Exclusions:</p> <p>Excludes obtaining &amp; furnishing any/all permits</p> <p>Excludes KCMMB concrete mix designs</p> <p>Excludes removal of irrigation lines and heads</p> <p>Excludes finish grading, topsoil, backfilling, &amp; all landscaping</p> <p>Excludes sub-base stabilization/undercutting of unsuitable soils</p> <p>Excludes all bollards &amp; signage</p> <p>Excludes manhole lid adjustments</p> <p>Excludes engineered traffic control</p> <p>Contractor to establish property lines, easements &amp; as needed survey staking to layout from</p> <p>Contractor to be responsible for any demolition &amp; haul off that doesn't pertain to the above scope of work</p> <p>Excludes relocating existing utilities/ utility kills</p> <p>Excludes damage to items embedded in concrete/asphalt or just below the surface</p> <p>Excludes furnishing a performance &amp; payment bond</p> <p>Excludes survey staking</p> <p>Excludes concrete &amp; soils testing</p>
<b>Terms and Conditions</b>	<p>This proposal may be withdrawn if not accepted within 30 days. Payment terms: Residential due upon completion, Commercial Net 30, 1.5% APR. Taxes are included.</p>
<b>Warranties Exclusions and Terms of Agreement</b>	<p>All labor and materials carry a one (1) year warranty.</p> <p>Warranties, Exclusions and Terms of Agreement:</p> <p>Sales tax is not included and will be added to invoice, unless proper tax-exempt documents are provided. No tax charged on new construction. Platinum Paving and Concrete is not responsible for losses incurred due to strikes, weather, accidents or other conditions beyond our control.</p> <p>Buyer is solely responsible for obtaining all necessary government approval and permits before construction begins. Milling widths are averaged and determined to aid in positive drain flow.</p> <p>There could be unforeseen sub grade problems that may allow more damage due to arrival of Platinum Paving's equipment. Contractor is not responsible for damage to buyer's site due to Platinum Paving's equipment being on site to perform other duties. This estimate excludes the following unless otherwise noted: permits, engineering, staking, testing, services, inspection fees, rock excavation, repair of unmarked sprinklers &amp; private utilities, topsoil, seeding, sodding of disturbed areas, relocation of utilities, caulking, prime coat and herbicide. Back filling is done with on site dirt unless otherwise specified. Platinum Paving cannot guarantee overlays over broken asphalt. Cracks may reform in the new surface due to freeze and thaw cycles. Petro mat is always an insurance policy for this problem. Platinum Paving cannot be responsible for damage caused by snow, water and ice asphalt, concrete and seal coated asphalt surfaces. Any claims of unacceptable materials or workmanship must be made in writing within (7) days from invoice. This estimate does not include any performance or payment bonds. Contact us @ 816-215-9031 if bonds are required. Platinum Paving and Concrete reserves the right to partial invoice if said project takes over thirty (30) days. Platinum Paving will begin work at a pre-determined time set forth by the property manager. Buyer is responsible for removal of vehicles from work site. Any vehicle left on the work site will be towed at buyers expense. Payment shall be made as specified on estimate. Any invoice not paid in full by said due date becomes subject to the maximum interest allowed at the time of the default. All attorney's fees necessary to collect this debt become the sole responsibility of the buyer. Including, but not limited to, liens, foreclosures, court costs and attorney fees. By signing this contract buyer agrees to all terms set forth in this contract. No modification or amendment to this contract will be valid unless in writing and signed by both parties. All terms are applicable unless otherwise specified.</p>
	<p>*Cold-mix and patching are not included in the 1-year warranty as this is a temporary solution.</p>

Thank you have a great day!

TOTAL	\$15,600.00
-------	-------------

THANK YOU.

Accepted By

Accepted Date











## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1120, Bid No. 22-19 City Facility Solid Waste Collection Services

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1120, awarding Bid No. 22-19 to Waste Management of Kansas, Inc for city facility solid waste collection services in amount of \$720 per month.

### **SUMMARY:**

Currently the City has been serviced by Waste Management (previously Deffenbaugh) for solid waste services. The bid expired in 2021, and the City entered into a one-year renewal with Waste Management.

Proposals for Bid No. 22-19 City Facility Solid Waste Collection Services, were received and opened on August 30, 2022. The work to be completed includes servicing City Hall, Senior Center for recycling and trash, Parks Department, Campground, Street Department, Water Plant and Wastewater. In the RFP, bidders had an opportunity to expand on additional services that they could provide to the City.

The City reached out to five companies and placed the bid proposal on the City's web site.

The City received two proposals for this work:

<b>Company</b>	<b>Monthly Rate For All Locations</b>	<b>Additional Services</b>
Redgate Disposal, LLC	\$907	N/A
Waste Management of Kansas, Inc.	\$720	Would provide a 10% on additional services at the time of use for: portable toilet services and roll off services (trash and recycling)

Staff recommends proceeding with Waste Management for the city facility solid waste services. Waste Management requested that the annual rate shall be adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash (WST) CPI

as published by the United States Department of Labor. The increase would occur annually on the anniversary of the contract, April 1.

The new agreement would go into effect on April 1, 2023 and is set to expire on October 21, 2026. It is the intent of City staff to post RFPs for both the Residential Solid Waste Collection and City Facility Solid Waste Collection at the same time in 2026.

**PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

The proposed rate is approximately \$70 more per month than the rate identified in the FY23 Budget.

**ATTACHMENTS:**

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

## **RESOLUTION 1120**

### **A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WASTE MANAGEMENT OF KANSAS, INC.**

**WHEREAS**, the FY2023 Budget includes funds for city facility solid waste collection services, and;

**WHEREAS**, staff has conducted a bid process as outlined in the City Purchasing Policy, and;

**WHEREAS**, after review of the bids, staff has made the recommendation to accept the lowest and best bid received as being the most advantageous to the City.

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

**THAT** Bid #22-19 is hereby awarded to Waste Management of Kansas, Inc. and the Mayor is authorized and directed to enter an agreement with Waste Management of Kansas, Inc. for city facility solid waste collection services in an amount not to exceed \$720 per month.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 20<sup>th</sup> day of September 2022.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

## SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between WASTE MANAGEMENT OF Kansas, INC., a corporation organized and existing under the laws of the State of Kansas (hereafter “Company”), and The City of Smithville MO, a municipal corporation created under the laws of the State of Missouri (hereafter “City”) (Company and City each a “Party” and collectively the “Parties”).

**WHEREAS**, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

**WHEREAS**, Company and its affiliates have extensive experience in providing such services; and

**WHEREAS**, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

### **1. DEFINITIONS**

a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

c. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

d. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

e. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

f. **“Container”** means a Bin, Cart or Roll-Off Container.

g. **“Contamination”** refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.

h. **“Contamination Charge”** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

i. **“CPI-WST”** means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

j. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

k. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

l. **“Overage”** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse,

Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

m. **“Overage Charge”** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

n. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

o. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

p. **“Rates”** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.

q. **“Recyclables”** means the materials described as such in Exhibit B.

r. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

s. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.

t. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

u. **“Service Area”** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such

additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

v. **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

w. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

x. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for three (3) years commencing on April 1<sup>st</sup>, 2023 (the “Commencement Date”) and expiring, October 31<sup>st</sup>, 2026, with annual automatic extensions of one years each, unless either Party gives the other advanced written notice by February 1<sup>st</sup> of the then current year with the intention to terminate the Agreement at the end of the then-current term.

### 3. **COLLECTION SERVICES.**

a. **Containers.**

i. Company shall provide each Premises with the appropriate mutually agreed upon containers for each location. The Company will own all Containers provided to Service Recipients hereunder, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and



tear; Company may charge a replacement fee and delivery fee. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee.

b. Contamination; Overage. Overage.

- i. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.
- ii. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.
- c. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.
- d. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall may be provided: New Year's Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, and Christmas Day If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

e.. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

f.. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

g. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

h. Missed Pick-Ups and Complaints. Containers not collected because they are not at the designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.

i. Natural Disasters. Company will use commercially reasonable efforts to assist City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

#### **4. SERVICE RECIPIENT BILLING.**

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit A.

a. Submittal of Invoicing Information. On or before the 10<sup>th</sup> of each month, Company shall provide the City an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the

City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

**5. SERVICE RATES.**

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the “Rates”), as the same may be adjusted in accordance with this Section 6.

b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the “Adjustment Date”), the Rates shall be adjusted by a percentage amount derived by multiplying the then-current Rates by one hundred percent (100%) of the percentage increase of the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”).

c. Recyclables Processing Factor. The Recyclables Processing Factor equals the total tons of Recyclable Material delivered to the Recycling Facility(ies) during the Current Measurement Period multiplied by the average of the monthly processing fees charged at the Recycling Facility(ies) during the Current Measurement Period, compared with the total tons of Recyclable Material delivered to the Recycling Facility(ies) during the Prior Measurement Period multiplied by the average of the monthly processing fees charged at the Recycling Facility(ies) during the Prior Measurement Period; provided, however, that where a processing fee change is known or announced for the upcoming rate year at the Recycling Facility(ies) but is not in effect at the conclusion of the Current Measurement Period, that upcoming processing fee will be deemed the Current Measurement Year per ton rate when determining the Recyclables Processing Factor. Company shall provide to the City written documentation of the per ton processing fee adjustment at the Recycling Facility(ies) as part of the annual rate adjustment application. For purposes of this Section, “processing fees” means the average processing fee the Recycling Facility applies to rates charged to third parties delivering material to the facility.

b. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture

increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
6. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

#### **6. DEFAULT AND TERMINATION**

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this

Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

#### **7. INDEPENDENT CONTRACTOR**

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

#### **8. SUBCONTRACTORS**

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

#### **9. FORCE MAJEURE**

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes

of this Agreement, “Uncontrollable Circumstances” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## **10. INDEMNIFICATION**

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of Company’s breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of City’s breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

## **11. INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

## **12. MISCELLANEOUS PROVISIONS**

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

d. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

e. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date above.

**WASTE MANAGEMENT OF \_\_\_\_\_, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[CITY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A  
COMPANY RATES**

<b>Service Address Num</b>	<b>Address</b>	<b>Current Container Description</b>	<b>Proposed Flat Monthly Rate</b>
107	W MAIN ST	2 YD FEL RCY	\$ 65.00
107	W MAIN ST	4 YD FEL	\$ 80.00
1	HELVY PARK DR	4 YD FEL	\$ 80.00
2	HELVEY PARK DR	4 YD FEL	\$ 80.00
16401	LOWMAN RD	4 YD FEL (2)	\$ 136.00
1610	COUNTY ROAD DD	8 YD FEL	\$ 101.00
1601	COUNTY ROAD DD	8 YD FEL (2)	\$ 178.00

**If the City of Smithville desires, WM can provide pricing for additional services as needed, including:**

- Portable toilet services
- Roll off services (trash and recycling)

## EXHIBIT B

### RECYCLABLES SPECIFICATIONS

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

#### **ADDITIONAL SPECIFICATIONS:**

Contained materials may not include Contamination or any Excluded Materials. Containers with Contamination or Excluded Materials may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or

hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.

DRAFT

DRAFT



## City Administrator's Report

September 16, 2022

### Updates to Recommended Budget

As staff works to develop the FY2023 Budget for consideration in October, some changes to both revenues and expenditures have occurred and will be included in the recommended budget.

#### *General Fund Revenues*

Changes to the Property Tax Budget, Sales/Use Tax Budget, and Interest Earnings Budget are recommended based upon the latest revenue information. The property tax budget has increased by about \$7,000 given the latest trends and assessed valuations/new construction expectations for 2023. Use tax has continued to grow and staff has increased this budget by \$30,000. Interest earnings on the cash balance at the bank have risen in the last couple months, and this budget has been increased by \$14,500. Overall, since the August 16 workshop, the total revenue budget has been increased by \$52,000 in the General Fund.

#### *August 16, 2022 – Proposed FY2023 Budget*

General Fund Revenues	Actual FY21	FY22 Budget	Projected FY22	FY23 Proposed Budget
Property Taxes	934,865	935,099	1,001,450	1,036,350
Sales and Use Taxes	1,933,488	1,882,351	1,991,000	2,038,137
Franchise Taxes	698,064	648,090	682,640	674,640
Licenses, Fees, and Permits	477,942	447,068	463,980	442,279
Intergovernmental Revenues	329,972	333,892	365,533	402,872
Charges for Services	344,104	236,270	258,367	347,900
Fines and Forfeits	138,949	111,500	111,500	112,615
Interest Earnings	49,909	46,800	46,800	49,000
Other Revenue	90,263	29,210	49,106	29,595
Transfers In	450,763	248,340	251,340	280,860
<b>Total Revenues</b>	<b>\$5,448,319</b>	<b>\$4,918,620</b>	<b>\$5,221,716</b>	<b>\$5,414,248</b>

*FY2023 Budget to be presented for Board Approval – reflects updates*

General Fund Revenues	Actual FY21	FY22 Budget	Projected FY22	FY23 Proposed Budget
Property Taxes	934,865	935,099	1,008,450	1,043,745
Sales and Use Taxes	1,933,488	1,882,351	2,020,000	2,068,284
Franchise Taxes	698,064	648,090	695,015	674,690
Licenses, Fees, and Permits	477,942	447,068	467,155	442,279
Intergovernmental Revenues	329,972	333,892	367,169	402,872
Charges for Services	344,104	236,270	281,861	347,900
Fines and Forfeits	138,949	111,500	111,500	112,615
Interest Earnings	49,909	46,800	95,000	63,500
Other Revenue	90,263	29,210	57,050	29,595
Transfers In	450,763	248,340	251,340	280,860
<b>Total Revenues</b>	<b>\$5,448,319</b>	<b>\$4,918,620</b>	<b>\$5,354,540</b>	<b>\$5,466,340</b>

*General Fund Expenditures*

Changes to the expenditure budget include:

- Expenditure of an additional \$15,000 to reflect completion of 2022 Neighborhood Beautification Grant programs and reimbursement to the neighborhoods. These funds will not be expended in 2022 and budget authority needs to be included for expenditure of these funds in 2023.
- Inclusion of \$200,000 for Litton Center Renovation. This is primarily funded through funds not expended in 2022 for public works/parks facility design.
- Expenditure of \$5,130 is included to implement a protection program for our banking systems (positive pay) and to provide expenditure authority for credit card fees associated with increased customer fees, which are still borne by the user.

These added expenditures total \$220,130.

The net effect to these changes result in a change in General Fund ending cash balance of \$25,900.

A number of utility projects which began in 2022 will not be completed until 2023. The remaining budget funds for those projects will be included in the proposed budget. As outlined below, an additional \$200,000 has been included in the utility budget to reflect new EPA requirements.

**Lead and Copper**

In early September 2022, Public Works Utility Division staff received information regarding the EPA's Lead and Copper Rule which aims to protect public health and reduce exposure to lead and copper in drinking water by requiring inspections and planning to support lead and galvanized service line replacement. Based upon discussions with HDR Engineering, Inc., Public Works staff anticipate the inspections and plan development to cost about \$200,000. As noted earlier, these funds have been added to the CWWF Fund Budget for the Proposed FY2023 Budget.

## **Highway 169 and 188th Street Intersection Improvements**

MODOT is letting the Highway 169 and 188<sup>th</sup> Street Improvement Project on September 16<sup>th</sup>, 2022. MODOT intends to complete safety improvements at this intersection to include lowering the intersection for improved sight distance. (A depiction of the improvements is attached.) MODOT will also be lowering the 12" watermain that crosses Highway 169 and feeds the northwest water tower. The project was originally to bid in 2020, but with the improvements to Highway 92, this project was delayed. Highway 92 improvements are still not complete. The Notice to Proceed for the Highway 169/188<sup>th</sup> Street project will not be provided until either the Highway 92 project is complete or July 5, 2023. Construction documents limit the time that Highway 169 can be closed to 45 days. The detour will be on Highway W to Highway C and back to Highway 92.

## **Right-of-Way Management**

Staff has been reviewing the City's current Right-of-Way Management, Section 510, and Business Regulations, Section 610 of the City Code. Specifically, over the last couple summers the City has experienced several new companies wanting to use the right-of-way for their infrastructure. Many times, the business that has the franchise or agreement with the City contracts with a primary contractor and several sub-contractors. The current Ordinances ensure the franchisee is licensed and insured but was not clear as to whether or not the contractor doing the actual work has the same requirements. Communications with the (sub)contractors are sometimes difficult and without supervision on site (or in town) and no representation from the franchisee. City Council is preparing revisions to these chapters to be brought to the Board for consideration.

With the end of the year approaching, business licenses will need to be renewed and these code revisions approved so we can inform those businesses that get licenses.

## **SBR**

The City uses a treatment process referred to as Sequencing Batch Reactor to treat the community's wastewater. This process separates solids in a pre-treatment basin, from there the wastewater is fed into the SBR tank where air is injected and microorganisms then clean the water and the activated sludge then settles to the bottom of the tank and the clarified water can be removed through decanting equipment. At the last Board meeting, it was noted that a valve was not working properly and most likely would need to be replaced. The valve controls the wastewater being sent to the SBR basin. In order to remove the valve, the SBR basin needed to be emptied. The decanting system which floats in that sludge/clarified zone was laying at the bottom of the basin. Staff is working with HDR and Mid-America Pumping to make determine how to make repairs. In the attached photo the two pipes laying on the basin floor are supposed to be sitting on the T-posts, the debris hanging on the pipe are rags and other items discharged into the sewer system and were not removed through our current bar screen system. We believe the weight of these rags and wipes may have contributed to the pipe failure.

**Bulky Item and HHW Reminder**

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

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



**LEGEND**

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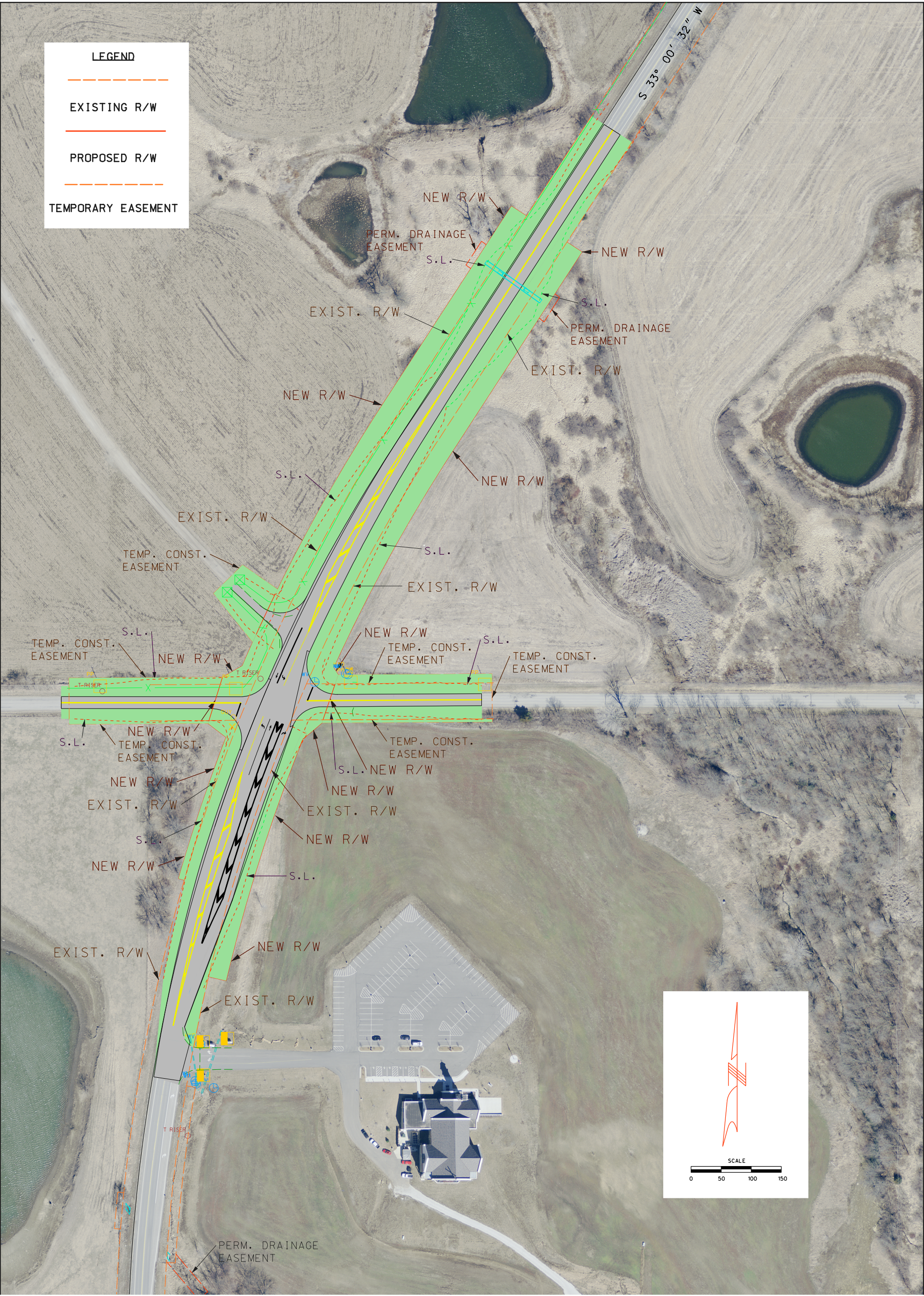
EXISTING R/W

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PROPOSED R/W

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TEMPORARY EASEMENT











## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Finance

**AGENDA ITEM:** Bill No. 2957-22, Setting the 2022 Property Tax Levy

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### **REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2957-22, Setting the 2022 the Property Tax Levy.

### **SUMMARY:**

A public hearing is required before the property tax levy for 2022 can be set. The public hearing allows for public comment on setting the property tax levy, as required by Section 67.110, RSMo.

Final assessed valuations were received by the City from the County Clerks for Platte County on July 21, 2022, and for Clay County on September 8, 2022.

The City's *adjusted assessed valuation* rose 1.0549% (which does not include growth due to new construction and personal property tax). Total figures are provided to the State Auditor's Office, which prepares the tax rate computations for the City's 2022 tax rate ceiling. The computations determined a general tax rate ceiling of 0.4126 and the City does not levy a property tax to pay general obligation debt. The Debt Service Fund is supported through the Capital Improvement Sales Tax, and therefore no property tax revenue is necessary. Staff recommends adopting the maximum general tax rate of 0.4126.

Staff posted a notice of public hearing in 3 separate locations around the City of Smithville: US Post Office, Porter's Ace Hardware, and Casey's General Store. These postings occurred on the afternoon of September 9, 2022. Section 67.110, RSMo states, "the governing body shall hold at least one public hearing on the proposed rates of taxes at which citizens shall be heard prior to their approval. The governing body shall determine the time and place for such a hearing. A notice stating the hour, date and place of hearing shall be published in at least one newspaper qualified under the laws of the state of Missouri of general circulation in the county within which all or the largest portion of the political subdivision is situated, **or such notice shall be posted in at least three public places within the political subdivision**. Such notice shall be published or posted at least seven days prior to the date of the hearing.

### **PREVIOUS ACTION:**

The property tax levy is set on an annual basis by the Board of Alderman.

### **POLICY ISSUE:**

Click or tap here to enter text.

### **FINANCIAL CONSIDERATIONS:**

Setting the property tax rate allows for collection of property tax which constitutes about 20% of General Fund revenues.

**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: Pro Forma, Notice of Property Tax Hearing |                                   |

**BILL NO. 2957-22**

**ORDINANCE NO. 31XX-22**

**AN ORDINANCE FIXING THE ANNUAL RATE OF LEVY ON ALL TAXABLE PROPERTY WITHIN THE CITY OF SMITHVILLE, MISSOURI, FOR THE YEAR 2022 PURSUANT TO 67.110 RSMo.**

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

Section 1. The City of Smithville will require the following rates to be levied and collected on all taxable property with the City of Smithville, Missouri for the year, 2022:

General Revenue Tax Levy	0.4126	\$979,863
Debt Service Tax Levy	0.0000	\$0

Section 2. This tax shall be levied and collected in the manner and form required by law.

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

Passed by the Board of Aldermen of Smithville, Missouri and approved by the Mayor of Smithville, Missouri this 20<sup>th</sup> day of September 2022.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 09/20/2022

Second Reading: 09/20/2022



**NICOLE GALLOWAY, CPA**  
Missouri State Auditor

**MEMORANDUM**

September 08, 2022

**TO:** 09-024-0022 City of Smithville

**RE:** Setting of 2022 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2022 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached pro forma calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2022 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2021 calculation for this change. The revised 2021 tax rate ceiling is listed on the 2022 Summary Page, Line A. A copy of the revised 2021 calculation is available on your menu screen; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED****9/8/2022****Form A****(2022)****For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Smithville

09-024-0022

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

**The final version of this form MUST be sent to the county clerk.**

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

**1. (2022) Current year assessed valuation**

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a)	<u>191,601,005</u>	+	(b)	<u>45,884,172</u>	=	<u>237,485,177</u>
	(Real Estate)			(Personal Property)		(Total)

**2. Assessed valuation of new construction & improvements**

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a)	<u>7,604,950</u>	+	(b)	<u>9,461,962</u>	=	<u>17,066,912</u>
	(Real Estate)			Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

**3. Assessed value of newly added territory**

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

**4. Adjusted current year assessed valuation**

(Line 1 total - Line 2 total - Line 3 total)

220,418,265**5. (2021) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a)	<u>181,695,180</u>	+	(b)	<u>36,422,210</u>	=	<u>218,117,390</u>
	(Real Estate)			(Personal Property)		(Total)

**6. Assessed value of newly separated territory**

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

**7. Assessed value of property locally assessed in prior year, but state assessed in current year**

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

**8. Adjusted prior year assessed valuation**

(Line 5 total - Line 6 total - Line 7 total)

218,117,390

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED****9/8/2022****Form A****(2022)****For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Smithville

09-024-0022

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

**The final version of this form MUST be sent to the county clerk.**

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political  
Subdivision Use in  
Calculating its Tax  
Rate

9. <b>Percentage increase in adjusted valuation</b> of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	1.0549%
10. <b>Increase in Consumer Price Index (CPI)</b> certified by the State Tax Commission	7.0000%
11. <b>Adjusted prior year assessed valuation</b> (Line 8)	218,117,390
12. <b>(2021) Tax rate ceiling from prior year</b> (Summary Page, Line A)	0.4126
13. <b>Maximum prior year adjusted revenue</b> from property that existed in both years (Line 11 x Line 12 / 100)	899,952
14. <b>Permitted reassessment revenue growth</b> The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	1.0549%
15. <b>Additional revenue permitted</b> (Line 13 x Line 14)	9,494
16. <b>Total revenue permitted in current year *</b> from property that existed in both years ( Line 13 + Line 15)	909,446
17. <b>Adjusted current year assessed valuation</b> (Line 4)	220,418,265
18. <b>Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo</b> (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. <b>Enter this rate on the Summary Page, Line B</b>	0.4126

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED****9/8/2022****Informational Data****(2022)****For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Smithville

09-024-0022

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior  
Year Tax Rate  
Ceiling as if No  
Voluntary  
Reductions  
were Taken

**Informational Summary Page**

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.4126
B. Current year rate computed (Informational Form A, Line 18 below)	0.4126
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.4126
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.4126

**Informational Form A**

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	1.0549%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	7.0000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	218,117,390
12. (2021) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.4126
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	899,952
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	1.0549%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	9,494
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	909,446
17. Adjusted current year assessed valuation (Form A, Line 4)	220,418,265
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.4126

**Informational Form B**

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	



# PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

9/8/2022

## Summary Page

(2022)

### For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Smithville

09-024-0022

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political  
Subdivision Use  
in Calculating  
its Tax Rate

- A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4126
- B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4126
- C. **Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7) 0.0000
- D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C) 0.4126
- E. **Maximum authorized levy** the most recent voter approved rate 1.0000
- F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4126
- G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable 0.0000
- G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F) 0.0000
- H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F)  
WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year. 0.0000
- I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H. 0.0000
- J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I) 0.4126
- AA. **Rate to be levied for debt service**, if applicable (Form C, Line 10) 0.0000
- BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose) 0.0000

### Certification

I, the undersigned, Mayor (Office) of City of Smithville (Political Subdivision) levying a rate in Clay R Platte (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

		<u>Damien Boley</u>	<u>816-532-3897</u>
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J 0.4126 AA 0.0000 BB 0.0000

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)

## September 2022 – Post BOE Values

Smithville

### Aggregate Valuation

#### Real Estate

Real Estate, Residential	\$ 154,899,460
Real Estate, Agricultural	812,030
Real Estate, Commercial	<u>34,272,150</u>
Total Real Estate	\$ 189,983,640

<u>Personal Property</u>	\$ 45,016,922
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#### Railroad & Utility

Local Real Estate	\$ 840,982
Local Personal	151,148
State Real Estate	5,721,056
State Personal	<u>711,367</u>
Total Railroad & Utility	\$ 7,424,553

Total Current Valuation	\$ 242,425,115
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TIF as provided by the Clay County Assessor	<u>(5,005,640)</u>
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<b>ADJUSTED VALUATION</b>	<b><u>\$ 237,419,475</u></b>
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#### New Construction

Residential	\$ 3,875,660
Agricultural	14,900
Commercial	3,714,390
Total New Construction	<u>\$ 7,604,950</u>



**NANCY ARMSTRONG** Clerk of the Commission - Platte County, Missouri

**NOTICE OF AGGREGATE ASSESSED**

**POST-BOE**

**VALUATION**

**Smithville**

**AS OF JULY 18, 2022**

**REAL ESTATE**

Residential	52,602
Agricultural	3,747
Commercial	0

Real Estate Total	<hr/>	56,349
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<b><u>PERSONAL PROPERTY</u></b>	4,050
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**RAILROAD AND UTILITY (Real Property)**

Locally Assessed	206
State Assessed	4,412

**RAILROAD AND UTILITY (Personal Property)**

Locally Assessed	215
State Assessed	470

<b>GRAND TOTAL</b>	<hr/>	65,702
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New Construction (Included in Real Estate Above)	0
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CWIP (Included in Local RR&U Real Estate Above)	206
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CWIP (Included in Local RR&U Personal Above)	215
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Tax Increment Financing (TIF)	0
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This information is transmitted to assist you in complying with Section 67.110 RSMO, which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the Official Seal of Platte County, Missouri at my office in Platte City, Missouri, on JULY 18, 2022.



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2958-22, 1103 South Commercial Avenue - Emergency Ordinance – Sponsored by Mayor Boley 1<sup>st</sup> and 2<sup>nd</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2958-22 for First and Second Readings by Title Only to rezone 1103 South Commercial Avenue from B-2 to B-3.

**SUMMARY:**

The ordinance would change the zoning to allow a portion of the lot to be sold to the public school district to construct a “bus barn” facility, subject to site plan review. The proposed use as a bus barn is not allowed in its’ current zoning of B-2 but is allowed in B-3.

**BACKGROUND:**

The property is the B-2 land owned by the Lutheran School. The school district seeks to purchase approximately 5 acres of land to be attached to its’ existing, adjacent land to construct its’ own “Bus Barn” facility. That type of use requires the land to be zoned from B-2 to B-3 since the bus barn use is not an exempt educational use. If approved, any future construction is subject to the newly revised site plan review ordinances, including traffic, stormwater, and any other public infrastructure impacts, as well as to insure there is adequate landscape buffering from the nearby residential uses.

**PREVIOUS ACTION:**

The B-2 zoned land was rezoned in 2015 for Our Savior Christian Academy.

**POLICY ISSUE:**

Complies with the Comprehensive Plan uses for the area.

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Ordinance  | <input type="checkbox"/> Contract           |
| <input type="checkbox"/> Resolution  | <input type="checkbox"/> Plans              |
| <input checked="" type="checkbox"/> Staff Report   | <input checked="" type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Planning and Zoning meeting is available for viewing online |   |

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

Applicant: Smithville School District (on behalf of Lutheran School)

Land Use Proposed: B-3

Zoning: B-2

Property Location: 1103 S. Commercial

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 September 13, 2022, 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 B-3 properties to the west and southwest of the 92 Hwy/Commercial St. intersection. The property to the south of 92 Hwy is currently A-1 and predominantly vacant other than the original farmhouse. To the north is the R-3 zoned Stonebridge subdivision.

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

The existing Comprehensive Plan was approved in November of 2020 and calls for this property to be "Institutional or Civic", which includes schools and churches so it is in compliance with the plan.

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

The site can be served by water and sewer to the north through Stonebridge. Impact to stormwater will be handled during the site plan review process.

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

The current use is B-2, but a school bus bar and yard must be in B-3 zoned land. Even though this is the school district, they are

subject to the zoning jurisdiction on this parcel because the bus barn use is not considered a "school" function covered by zoning exemptions in state law.

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

The property was zoned to its' existing district classification when the Lutheran academy purchased the property, and the eastern half of the property has remained vacant.

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

The proposed district is slightly higher than the current B-2 classification and both matches the zoning on two of the other corners of the busy 92/Commercial roundabout intersection. Any construction will be subject to the Site Plan review processes of the city, and any buffering needs will be met at that time.

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

No detrimental effects are known.

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.

9. That in rendering this Finding of Fact, testimony at the public hearing on September 13, 2022, 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 B-3.

**BILL NO. 2958-22**

**ORDINANCE NO. 31XX-22**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI.**

**WHEREAS**, The City of Smithville received an application for rezoning 1103 South Commercial Avenue on August 11, 2022; and

**WHEREAS**, a properly advertised Public Hearing was conducted before the Planning Commission on September 13, 2022; 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 that part of the Southwest Quarter of Section 26, Township 53, Range 33, in Clay County, Missouri, described as follows: Beginning at the intersection of the center line of old U.S. Highway No. 169 with the center line of Missouri State Highway No. 92, said intersection being 1337 feet, more or less, West of Southeast corner of said Quarter Section; thence East along center line of said Highway No. 92, a distance of 1200 feet; thence North 395 feet; thence West, parallel with the center line of said Highway No. 92 to the center line of old U.S. Highway No. 169; thence Southerly and Southwesterly along said center line, 425.65 feet to the point of beginning, EXCEPT parts thereof in said highways.

is hereby changed from B-2 to B-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 20<sup>th</sup> DAY OF SSEPTEMBER, 2022

ATTEST:

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Damien Boley, Mayor

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Linda Drummond, City Clerk

First Reading: 09/20/2022

Second Reading 09/20/2022



## STAFF REPORT

September 9, 2022

Rezoning of Parcel Id # 05-909-00-01-014.00

Application for a Zoning District Classification Amendment

### Code Sections:

400.560.C Zoning District Classification Amendments

### Property Information:

Address:	1103 S. Commercial
Owner:	Our Savior Lutheran School
Current Zoning:	B-2
Proposed Zoning:	B-3

### Public Notice Dates:

Public Notice Dates:	
1st Publication in Newspaper:	August 25, 2022
Letters to Property Owners w/in 185':	August 29, 2022

### GENERAL DESCRIPTION:

The Smithville School District (acting as the agent for Our Savior Lutheran Academy) submitted an application proposing to rezone property of approximately 9.51 acres +/- from B-2 to B-3. The proposed zoning classification is proposed to allow the district to purchase land from the Lutheran School for the construction of a bus barn location.

### EXISTING ZONING:

The existing zoning is B-2 from 2015. Prior to the Lutheran academy, the zoning was A-1 and the Catholic Church was located on the property.

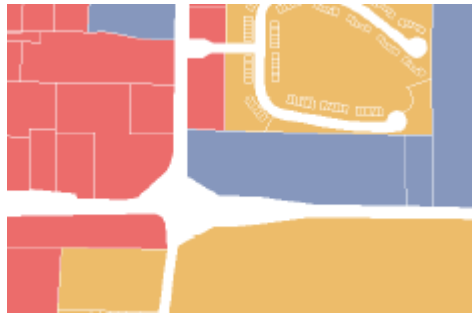
### CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is B-3 properties to the west and southwest of the 92 Hwy/Commercial St. intersection. The property to the south of 92 Hwy is currently A-1

and predominantly vacant other than the original farm house. To the north is the R-3 zoned Stonebridge subdivision

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

The existing Comprehensive Plan was approved in November of 2020 and calls for this property to be "Institutional/Civic", which includes schools and churches so it is in compliance with the plan.



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

Water, Sewer and Storm water

The site can be served by water and sewer to the north through Stonebridge. Impact to stormwater will be handled during the site plan review process.

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

The current use is B-2, but a school bus bar and yard must be in B-3 zoned land. Eventhough this is the school district, they are subject to the zoning jurisdiction on this parcel because the bus barn use is not considered a "school" function covered by zoning exemptions in state law.

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

The property was zoned to its' existing district classification when the Lutheran academy purchased the property, and the eastern half of the property has remained vacant.

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

The proposed district is slightly higher than the current B-2 classification and both matches the zoning on two of the other corners of the busy 92/Commercial roundabout intersection. Any construction will be subject to the Site Plan review processes of the city, and any buffering needs will be met at that time.

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

No detrimental effects are known.

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 APPROVAL of the proposed district based upon the change  
meets the Comprehensive Plan recommendations.

Respectfully Submitted,

---

Zoning Administrator



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2959-22, Rezoning 413 Winner Avenue - Emergency Ordinance Sponsored by Mayor Boley - 1<sup>st</sup> and 2<sup>nd</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2959-22 for First and Second Reading by Title Only to rezone 413 Winner Avenue from R-1B to R-3.

**SUMMARY:**

The ordinance would change the zoning to ratify the long-standing use of this lot as multi-family since there are two buildings, a two-family and a three-family building on the lot.

**BACKGROUND:**

The property is currently zoned R-1B, but two separate multi-family buildings are constructed on the lot. These buildings were constructed in the early 1990's and there was no rezoning completed at the time. The buildings have been occupied and used as multifamily for nearly 30 years and are just a part of the neighborhood. R-3 zoning would allow the zoning to be changed to match the use and allow the buildings to be sold. It is also anticipated that the buildings would be divided in accordance with the Minor Plat procedures contained in §425.270 and §400.150.

**PREVIOUS ACTION:**

The R-1B zoned lot was allowed to be used for multifamily housing in the 1990's.

**POLICY ISSUE:**

Complies with the Comprehensive Plan uses for the area.

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance  | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution  | <input type="checkbox"/> Plans    |
| <input checked="" type="checkbox"/> Staff Report   | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Planning and Zoning meeting is available for viewing online |                                   |

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

Applicant: Ron Major

Land Use Proposed: R-3

Zoning: R-1B

Property Location: 413 Winner Ave

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 September 13, 2022, 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 completely built area, with primarily mid-century or older single family residential housing on Winner, with 1990-2000's houses to the south in a different subdivision. All these single-family houses surround the two and three family buildings at 413 Winner Ave.

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

The existing Comprehensive Plan was approved in November of 2020 and this built environment existed at the time of implementation.

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

The area is a completely built environment.

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

The current use is R-3 multifamily, but the zoning is R-1B single family. The proposed zoning change would enable the zoning layers to match the built environment.

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

The property was zoned to its' existing district classification when zoning was created, and the property was built with two multi-family buildings at some point after the zoning. This construction is similar in timing to the N. Main St. issue from a couple of months ago.

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

The proposed district is often controversial if it was to be a new construction area, but to the extent the area has remained consistent and not controversial in the past with the existing buildings, it has become compatible

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

The proposed district is often controversial if it was to be a new construction area, but to the extent the area has remained consistent and not controversial in the past with the existing buildings, it has become compatible

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.

9. That in rendering this Finding of Fact, testimony at the public hearing on September 13, 2022, 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. 2959-22**

**ORDINANCE NO. 31XX-22**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI.**

**WHEREAS**, The City of Smithville received an application for rezoning 413 Winner Avenue on August 8, 2022; and

**WHEREAS**, a properly noticed Public Hearing was conducted before the Planning Commission on September 13, 2022; 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 that part of the Southeast quarter of the Southwest quarter of Section 23, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, described as follows: Beginning at a point on the South line of the Southeast quarter of the Southwest quarter of Section 23, Township 53 North, Range 33 West and 730.82 feet West of the Southeast corner of said quarter quarter Section, thence South 89 degree 26 minutes West along said South line a distance of 148.5 feet to the East line of Winner Avenue, thence North 0 degrees 46 minutes 55 seconds West along the East line of Winner Avenue a distance of 189.5 feet, thence North 89 degrees 26 minutes East a distance of 138.5 feet; thence South 3 degrees 48 minutes 12 seconds East a distance of 189.8 feet to the point of beginning to the point of beginning. The point of beginning is at the East edge of a 30-inch Thorn tree.

Subject to roads, streets, and easements of record.

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 20<sup>th</sup> DAY OF SEPTEMBER, 2022

ATTEST:

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

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

First Reading: 09/20/2022

Second Reading 09/20/2022



## STAFF REPORT

September 9, 2022

Rezoning of Parcel Id 05-617-00-17-013.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 413 Winner Ave  
Owner: Ron Major  
Current Zoning: R-1B  
Proposed Zoning: R-3

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: August 25, 2022  
Letters to Property Owners w/in 185': August 29, 2022

### GENERAL DESCRIPTION:

The applicant submitted an application proposing to rezone an existing lot from R-1B to R-3. The lot has two buildings located on the lot, a two-family duplex, and a three-family triplex.



The existing constructed buildings do not match the appropriate zoning district. The purpose of the rezoning is to attribute the built environment properly and correctly to the zoning layers. The zoning change would also allow the buildings and the individual units to be divided into independent ownership units.

#### EXISTING ZONING:

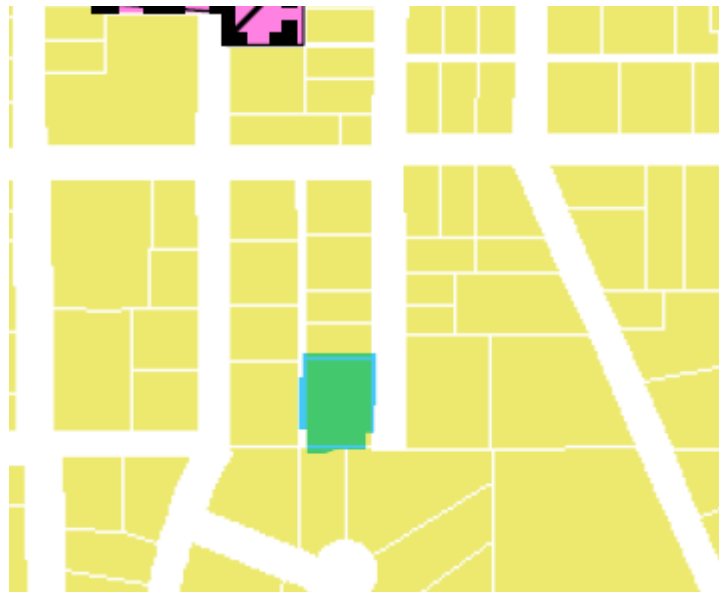
The existing zoning likely was created when zoning was created by the original zoning ordinance #711 from 1966.

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

The surrounding area is a completely built area, with primarily mid-century or older single family residential housing on Winner, with 1990-2000's houses to the south in a different subdivision. All these single-family houses surround the two and three family buildings at 413 Winner Ave.

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

The existing Comprehensive Plan was approved in November of 2020 and this built environment existed at the time of implementation.



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

The area is a completely built environment.

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

The current use is R-3 multifamily, but the zoning is R-1B single family. The proposed zoning change would enable the zoning layers to match the built environment.

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

The property was zoned to its' existing district classification when zoning was created, and the property was built with two multi-family buildings at some point after the zoning. This construction is similar in timing to the N. Main St. issue from a couple of months ago.

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

The proposed district is often controversial if it was to be a new construction area, but to the extent the area has remained consistent and not controversial in the past with the existing buildings, it has become compatible.

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

N The proposed district is often controversial if it was to be a new construction area, but to the extent the area has remained consistent and not controversial in the past with the existing buildings, it has become compatible

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 APPROVAL of the proposed district based upon the change meets the Comprehensive Plan recommendations.

Respectfully Submitted,

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Zoning Administrator



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 2960-22, Amending Outdoor Storage - 1<sup>st</sup> Reading

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### **REQUESTED BOARD ACTION:**

A motion to read Bill No. 2960-22 for First Reading by Title Only to amend provisions of the zoning code pertaining to Outdoor Storage in commercial districts.

### **SUMMARY:**

The ordinance would change the zoning to allow outdoor storage in certain commercial districts where all outdoor storage is currently banned.

### **BACKGROUND:**

The zoning code was amended in 2013 and it was decided to eliminate outdoor storage provisions in commercial districts and require it to be inside buildings in most cases. In order to treat businesses in each district equally and appropriately, changes to the code would be required. Staff researched the history of the various changes to the zoning code since its inception in 1966 and found numerous changes to the code over time. After the first public hearing in July, the Planning Commission discussed certain changes to address outdoor storage if the storage was properly screened with sight-obscuring fencing or other means. Staff continued its research while preparing the proposed draft for the Commission and discovered certain enforcement issues that required additional Commission discussion and input at the August meeting. Staff then drafted an ordinance addressing all the discussion points, and advertised for a second public hearing on the matter. At the September 13, 2022 meeting, a public hearing was again conducted and the Commission voted to recommend the changes and made its formal statement on the reasons. The Commission's statement is attached to the ordinance as Exhibit A.

### **PREVIOUS ACTION:**

The regulations concerning outdoor storage have been created, modified and amended numerous times over the previous 50 years, including the new zoning code adopted in 2013.

### **POLICY ISSUE:**

Improves the climate for businesses to operate in the commercial and industrial districts.

### **FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**☒ Ordinance☐ Contract☐ Resolution☐ Plans☒ Staff Report☐ Minutes☒ Other: Planning and Zoning meeting is available for viewing online

**BILL NO. 2960-22**

**ORDINANCE 31XX-22**

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 400, THE ZONING CODE RELATED TO OUTDOOR STORAGE.**

**WHEREAS**, the Planning Commission advertised and held a public hearing on July 12, 2022, and again for a public hearing on September 13, 2022 related to potential changes to outdoor storage in the commercial and industrial zoning districts; and

**WHEREAS**, following the public hearings, the Planning and Zoning Commission provided its' statement on the outdoor storage code amendments attached hereto as Exhibit "A" and recommended the approval of this ordinance; and

**WHEREAS**, the Smithville Board of Aldermen deems it to be in the best interest of the City of Smithville to adopt said amendments to provide for outdoor storage that is both beneficial to the businesses involved and the public.

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

SECTION 1. Chapter 400 of the Code of Ordinance is amended by adding the following new provisions:

*(B-1 Districts)*

§400.155.B.7

No outdoor storage except the display of merchandise for sale to the public, but only when the business is open and only during daylight hours.

*(B-2 and B-3 districts)*

§400.160.B.7 and §400.165.B.8

No outdoor storage except the display of merchandise for sale to the public, except outdoor storage completely enclosed in proper storage screening.

*(B-4 district)*

§400.170.B.8

No outdoor storage except the display of merchandise for sale to the public during business hours, except outdoor storage completely enclosed in proper storage screening.

SECTION 2. This ordinance shall be in full force from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times, by title only, **PASSED AND APPROVED** by a majority of the Smithville Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Damien Boley, Mayor

ATTEST

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Linda Drummond, City Clerk

First Reading: 9/20/2022  
Second Reading 10/03/2022



## **EXHIBIT A**

### **STATEMENT OF PLANNING COMMISSION ON OUTDOOR STORAGE CODE AMENDMENTS**

In accordance with 400.560.B, the Planning Commission recommends approval of the foregoing ordinance changes and makes the following statements:

1. These changes are consistent with the intent and purpose of these regulations.
2. The areas of the city which are most likely to be directly affected by these changes are those zoned commercially, and these properties will be affected by the new provisions for outdoor storage behind storage screening where it is currently completely prohibited.
3. This amendment is made necessary as a result of significant investment in commercial construction and the commercial development of the city, as well as the evolving nature of the districts.

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Planning and Zoning Commission Chair



<b>Date:</b>	September 6, 2022
<b>Prepared By:</b>	Jack Hendrix
<b>Subject:</b>	Outdoor Storage Ordinance and Findings

The attached Outdoor Storage Ordinance and Findings represent my understanding of the general consensus of the Commission at the August meeting. This ordinance specifically adds new storage provisions to the B-1, B-2, B-3 and B-4 districts that had been removed in 2013. These provisions also delineate different treatment for the B-1 district from those of the B-2 and B-3 districts, as well as a different treatment in the B-4 district. No changes are included in the two industrial districts, for reasons explained herein.

First, the B-1 districts are those districts that are most likely to be incorporated into residentially zoned districts, so the proliferation of outdoor storage would become problematic in the future. There was a consensus that products for display for sale to the public could be allowed, but concerns about the length of time that were presented. To address those comments, staff drafted the current provision specifically to allow display of merchandise, but with two additional restrictions: That such outdoor display of merchandise can only occur during business open hours, and that no such outdoor display of merchandise can occur outside the daylight hours. The second provision is recommended to address the potential 24-hour operations. If in the future a Conditional Use Permit was issued for a gas station, there would be a chance that the specific additional condition of outdoor storage could be lost if the establishment was authorized for 24-hour operations.

Second, the B-2 and B-3 districts were given the same treatment because of their lower likelihood of being adjacent to residential districts. These districts currently have no provision for outdoor storage, so this change opens the opportunity for storing items outdoor and allows for product to be displayed outdoors at all times. If there was a limitation on the display of merchandise provisions here, there would be a significant impact to automobile and farm/home equipment dealers.

Third, the B-4 district was given similar treatment as the B-2 and B-3 districts except for permanent display of merchandise is limited to business hours. Given the close proximity to residential uses, as well as the increasing pedestrian activity, this limited restriction meets the public welfare requirements.

Lastly, the current I-1 and I-2 provisions allow for "the outdoor storage of manufactured materials or products provided all outside storage is screened from any public right-of-way." There is no provision for display of merchandise due to the

limitation of retail activities in the industrial district related to the building itself. Allowing merchandise display could effectively eliminate the purpose of limiting retail activity in the industrial districts. Again, the I-2 district gains this same authority through the inclusion of all uses in the I-1 district. These provisions also limit the storage screening requirements to just from the public rights of way.

In order to move this to the Board, a recommendation and findings are required. Here is a staff draft of a compliant findings document. If there are suggested changes, it should be through the suggestion of an amendment, a second and a vote.

#### STATEMENT OF PLANNING COMMISSION ON OUTDOOR STORAGE CODE AMENDMENTS

In accordance with 400.560.B, the Planning Commission recommends approval of the foregoing ordinance changes and makes the following statements:

1. These changes are consistent with the intent and purpose of these regulations.
2. The areas of the city which are most likely to be directly affected by these changes are those zoned commercially, and these properties will be affected by the new provisions for outdoor storage behind storage screening where it is currently completely prohibited.
3. This amendment is made necessary because of significant investment in commercial construction and the commercial development of the city, as well as the evolving nature of the districts.



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2961-22, Right of Way Use Agreement with Missouri Network Alliance also known as Bluebird Network.

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**REQUESTED BOARD ACTION:**

Motion to approve Bill No. 2961-22, authorizing the Mayor to sign a Right-Of-Way Use Agreement For Communications Facilities.

**SUMMARY:**

Missouri Network Alliance, also known as Bluebird Network, is a company offering communication services via fiber to their customers. Bluebird is requesting a Use of Right of Way Agreement to install their infrastructure. The City and Legal staff have negotiated the attached agreement for the Boards approval.

This agreement is similar to the many other agreement of other users in the Right of Way. it provides Bluebird the right to install their facilities within City Right of Way and easements subject to permitting, inspection, and restoration.

Bluebird will be servicing CPC of Missouri located in First Park.

**PREVIOUS ACTION:**

None

**POLICY ISSUE:**

Continued service and infrastructure maintenance

**FINANCIAL CONSIDERATIONS:**

There is no financial impact.

**ATTACHMENTS:**

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

- ☒ Contract - Agreement
- ☐ Plans
- ☐ Minutes

**BILL NO. 2961-22**

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

**ORDINANCE APPROVING A RIGHT-OF-WAY AGREEMENT WITH  
MISSOURI NETWORK ALLIANCE, LLC dba BLUEBIRD NETWORK**

**WHEREAS**, Chapter 510 of the Smithville Code of Ordinances prescribes the method by which the City manages its Rights-of-Way and allows other entities to access and use the Rights-of-Way; and

**WHEREAS**, prior to any entity being allowed to utilize and/or access the Rights-of-Way a written agreement must be executed by such entity agreeing to the terms of the agreement and the City Code as now enacted and as amended hereafter; and

**WHEREAS**, Section 510.025 requires Board of Aldermen approval to enter such agreements which shall be entered into on a non-discriminatory basis, provided that the applicant is in compliance with all applicable requirements; and

**WHEREAS**, Applicant has submitted its application to be granted a Right-of Way permit and has agreed to the terms of the City's current Right-of-Way Agreement, a copy of which is attached hereto Exhibit 1; and

**WHEREAS**, staff has recommended approval of the proposed Right-of Way Agreement with Applicant.

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

That the Mayor or City Administrator is authorized and empowered to sign on behalf of the City Right-of-Way Agreement with Missouri Network Alliance, LLC dba Bluebird Network attached hereto in the form of Exhibit 1.

Passed by the Board of Aldermen of Smithville, Missouri and approved by the Mayor of Smithville, Missouri this 4<sup>th</sup> day of October 2022.

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

ATTEST:

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

1<sup>st</sup> reading 09/20/2022

2<sup>nd</sup> reading 10/04/2022

# EXHIBIT 1

## RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS AGREEMENT, made and entered into as of the "Effective Date" (as defined in Section 11.1) by and between Missouri Network Alliance, LLC dba Bluebird Network on behalf of its operating subsidiaries and affiliates, a Missouri limited liability company (the "Licensee"), and the City of Smithville, Missouri, State of Missouri (the "City") may sometimes be referred to in this Agreement individually as a "party" or collectively as the "parties."

### RECITALS:

WHEREAS, Licensee has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and. operate facilities for telecommunications and optic fiber communications or related capabilities; and

WHEREAS, Missouri law authorizes the City to consent to and regulate the use and occupancy of Rights-of-Way for placement of a System as hereinafter defined; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to execute this Agreement, establishing the terms of such use of the Rights-of-Way by Licensee, and incorporating the provisions of the "ROW Code" (as defined in Section 1.2).

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

### SECTION 1. GENERAL

**1.1 Preservation of Police Power Authority.** Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

**1.2 Defined Terms.** For purposes of this Agreement, the capitalized terms, phrases, words, and their derivatives shall have the meanings as set forth in the Municipal Code of the City, Chapter 510, as may be amended from time to time (the "Code" or "ROW Code"). For purposes of this Agreement, the following additional terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive, Words not defined shall be given their common and ordinary meaning.

**A. "Agreement"** means the Agreement herein agreed to and executed by Licensee.

**B. "Antenna"** means any device that transmits and/or receives radio waves for voice, data or video communications purposes including, but not limited to, television, AM/FM radio, microwave, cellular telephone and similar forms of

communications. A combination of panels, boxes, or other antenna physically connected and designed in conjunction to receive signals at one location in the System shall be considered one (1) Antenna.

- C.**     **"City"** means the City of Smithville, Missouri.
- D.**     **"Collocation"** means the shared use of Facilities, including, but not limited to, the placement of conduit owned by more than one Rights-of-Way user in the same trench or boring and the placement of equipment owned by more than one user in the same or connected conduit. Collocation does not include interconnection of Facilities or the sale or purchase of capacity (whether bundled or unbundled).
- E.**     **"Communications"** means the transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.
- F.**     **"Communications Service"** means the transmission via Facilities, in whole or in part, of any writings, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet service," as such terms are now, or may in the future be, defined under federal law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of telecommunications) incidental to or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo., unless the Licensee has obtained a franchise from the City to separate franchising requirements and application, or rental of conduit or physical facilities.
- G.**     **"Facilities"** means any portion of a System located in, along, over, upon, under, or through the Rights-of-Way.
- H.**     **"Rights-of-Way"** means the surface and space on, above and below every municipal street, alley, road, highway, lane or City right-of-way dedicated or commonly used now or hereafter for utility purposes, including, but not limited to, overhead lighting facilities. This term shall not include any county, state, or federal rights-of-way or any property owned or controlled by any Person or Agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such Person or Agency. "Rights-of-Way" shall not include public property owned or leased by the City and not intended for right-of-way use, including, but not limited to, parks and City Hall or public works facility property.
- I.**     **"System"** means the cables, wires, lines, towers, wave guides, optic fiber, Antennae,

and any associated converters, equipment, or other facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Communications to or from locations within the City.

**1.3 Agreement Subject to Provisions of ROW Code.** This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code as now adopted or as amended and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, and nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

## **SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY**

**2.1 Agreement Non-Exclusive.** This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

**2.2 Nature of Rights Granted by this Agreement.** This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way, and gives only the right to occupy Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements herein. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third party.

**2.3 Grant.** Subject to the terms and conditions of this Agreement, the ROW Code and the conditions set forth on Exhibit A attached to and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above and along the City's Rights-of-Way and utility easements (to the extent, but only to the extent authorized by such Rights-of-Way or other easement), for the purposes of supplying Communications Services within the City and to sell or lease transmission capacity on its System to other non-residential entities, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in Exhibit A. Notwithstanding the above, Licensee shall not grant or convey to its customers as set forth in the previous sentence any right to physically access the Licensee's System via the City's Right- of-Way (as granted to Licensee in this Agreement), but Licensee customers may utilize the System installed by Licensee to transmit data without permission from the City. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant,



registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission or the Missouri Public Service Commission, subject to Licensee's right to timely challenge in good faith the requirements of any such permit, license certification, grant, registration or any other authorization. In the event that the use of the Rights-of-Way is proposed to change or to provide services other than as described, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

Except as set forth above, this Agreement does not provide Licensee the right to install any Antenna or Antenna support structures in the rights-of-way, rent conduit or physical facilities to third-parties nor provide services not authorized herein, except to the extent set forth in the Uniform Small Wireless Facility Deployment Act, and then only to the extent as authorized by City Code.

**2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate.** The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent the same are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same, and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a specific permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

**2.5 No Interference.** Licensee shall construct and maintain its Facilities to be so located, constructed and maintained as to cause minimum interference with the proper use of all Rights-of-Ways and so as not to materially interfere with other users of the Rights-of-Way. Except as may otherwise be provided, Licensee shall provide reasonable notice to all City residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and any standard specifications, drawings, and procedures adopted by the City.

**2.6 Notification, Joint Installation and Collocation Requirements.** Licensee shall, prior to any excavation or installation within the Rights-of-Way for which joint installation opportunities are commercially reasonable for Licensee, make commercially reasonable efforts to provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such written policy or direction as may be established by the City. Licensee shall further make its installed facilities available to other licensees on a nondiscriminatory competitively neutral basis consistent with the requirements of federal law codified at § 47 U.S.C. 224.

**2.7 Licensee Responsible for Costs.** Licensee shall be responsible for all reasonable

costs borne by the City that are directly associated with Licensee's installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred in removing or relocating its Facilities when required to do so by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

### **SECTION 3. TERM**

This Agreement shall be effective for a term of ten (10) years from the Effective Date ("Term subject to earlier termination or forfeiture as provided herein. So long as Licensee has not breached the terms of this Agreement (after any applicable cure periods) and/or forfeited the License and Privilege as set forth Section 6.1, this Agreement may be renewed by Licensee upon 90 days written notice to the City, for a 5-year term. Such notice shall be given during the last year of the original Term. Subject to the terms set forth above, Licensee shall also have the right to extend this Agreement for a second and final renewal term of 5 years so long as notice is given in the same fashion as above during the final year of the first renewal term. Notwithstanding the above, for purposes of any of the terms or renewals hereof, Licensee shall only have the right to exercise nay right to cure, on no more than 2 occasions during nay term or renewal.

### **SECTION 4. TAXES**

The Licensee agrees to pay all applicable taxes including but not limited to license taxes, business taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a material breach of this Agreement. Licensee shall be subject to audit by City and at City's sole expense no more than twice per year and during normal business hours and with reasonable notice, and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Right-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance subject to any limitations of applicable state or federal law. Nothing herein shall limit the ability of the City to alter, amend, modify or expand any taxes that may be lawfully assessed on Licensee's business activities or otherwise.

### **SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES**

**5.1 Transfer of Agreement.** The Licensee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Agreement or any of the rights or privileges granted by this Agreement, without the prior consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to; (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.

**5.2 Sale or Lease of Facilities.** Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the above, the customers of Licensee as set forth in the previous sentence shall not have any right conferred in any agreement between Licensee and its customer to physically access the Licensee's System and/or City's Right-of-Way unless such customers have received and executed any and all agreements, permits, and approvals with the City required for such access. Notwithstanding the foregoing, Customers of Licensee may utilize the System installed by Licensee to transmit data.

## **SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.**

**6.1** In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the City's Code of Ordinances, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, the City shall after reasonable notice and hearing, take action by an affirmative vote of the City Council present at the meeting and voting, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which a party may be entitled at law, in equity or under this Agreement.

## **SECTION 7. GENERAL CONDITIONS**

**7.1 Compliance With Laws.** In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property.

**7.2.1 Insurance.** In addition to the requirements of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed, authorized or permitted to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall be endorsed to cover Licensee, the City, and the City's officials, officers, and employees in the event of claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from

bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,000,000.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. Licensee shall make best efforts to provide thirty (30) days' advance written notice to the City Administrator if the policy is intended to be cancelled or materially modified so as to be out of compliance with the requirements of this Section.

**7.2.2 Exception.** The insurance requirements set forth in Section 7.2.1 shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempt from such requirements pursuant to 67.1830(6)(a), and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars (\$25,000,000.00) in net assets and is therefore otherwise exempt.

**7.3 Enforcement; Attorneys' Fees.** The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement including reasonable attorneys' fees in the event that Licensee is determined judicially to have violated the terms of this Agreement.

**7.4 Relationship of the Parties.** Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

**7.5 Relocation or Removal of Facilities.**

**7.5.1** In addition to the requirements of the ROW Code, the City may, in its exercise of the public interest, require that Licensee, at Licensee's sole cost and expense, relocate or reinstall any of Licensee's Facilities when other licensees within the same Facility are also so required to relocate or reinstall their similar facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of facilities to be relocated, and a reasonable time to relocate such facilities. Licensee shall forthwith remove or relocate such Facilities within the reasonable time provided by the City in its written notice, which shall not be less than 90 days, other than on an emergent basis. The cost of such relocation, removal, or reinstallation of the Licensee's portion of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. The parties shall work in good faith to establish the new location for the Facilities and to attempt reasonably limit any disruption of Licensees services to its customers.

**7.5.2** Licensee shall, upon request and notice of not less than 90 days of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit, and within forty-eight (48) hours prior to the date upon which said person intends to exercise its rights under said permit, Licensee shall thereupon temporarily raise, lower, or relocate its wires or other Facilities as may be required for the person to exercise the rights under the permit. Notwithstanding the above, in the event of an emergency as determined by the City, the notice required above shall not be required and Licensee shall act immediately. Except where good cause is approved by the City, a permit-holder must make its request at least 14 days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within 7

days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred, or to be incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages.

**7.6 No Cause of Action Against the City.** The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter into this Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of this Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

## **SECTION 8. INDEMNIFICATION**

**8.1** Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel reasonably acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or omission of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee is liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the negligent or willful misconduct of the City, its elected officials, officers, employees, agents or contractors,. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Agreement.

## **SECTION 9. NOTICE**

**9.1** Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Missouri Network Alliance, LLC dba Bluebird Network  
Attn: Contract Management  
4215 Philips Farm Road, Suite 103  
Columbia, MO 65201

With a copy to: [Contract.Management@bluebirdnetwork.com](mailto:Contract.Management@bluebirdnetwork.com)

If Notice to City:

City of Smithville  
Attn: City Administrator  
107 West Main Street  
Smithville, MO 64089

With a copy to: [Chuck Soules -- csoules@smithvillemo.org](mailto:csoules@smithvillemo.org)

**9.2** If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1.

## **SECTION 10. MISCELLANEOUS**

**10.1** This Agreement, together with all Exhibits, shall constitute the entire Agreement between the parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

**10.2** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

**10.3** No term or condition of this Agreement will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the party against whom the waiver or consent is claimed. The waiver of or consent

to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

**10.4** The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement and any actions arising pursuant to the terms of this Agreement shall be brought in the Circuit Courts of Clay County Missouri.

**10.5** This Agreement is for the benefit of the parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

**10.6** Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war, and other disasters beyond the Licensee's or the City's control.

#### **SECTION 11. SUBCONTRACTORS DUTIES.**

**11.1** All subcontractors utilized by Licensee in performance of any of the work authorized hereby shall execute an acknowledgement and acceptance of the duties, responsibilities liabilities and indemnities of the Licensee with regard to the work to be performed by such subcontractor, and shall provide to the City a copy of the certificate insurance required hereby, including naming the City as an additional insured without waiving any of the City's sovereign immunity.

#### **SECTION 12. EFFECTIVE DATE AND ACCEPTANCE.**

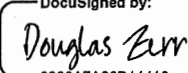
**12.1** This Agreement shall be effective on the date that this Agreement is last signed by both parties ("Effective Date"). The parties acknowledge that this Agreement is a lawful contract between the City and Licensee and that Licensee agrees to the terms hereof and entered into this Agreement voluntarily and with full authority to execute this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the Effective Date.

CITY OF SMITHVILLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Douglas Zerr  
Title: SVP of Engineering



## ACKNOWLEDGEMENT AND ACCEPTANCE:

Subcontractor named below hereby acknowledges and accepts the duty to perform the work assigned to such subcontractor by Licensee pursuant to the terms hereof as well as an acknowledgement and acceptance of the duties, responsibilities liabilities and indemnities of the Licensee and shall provide to the City a copy of the certificate of insurance required hereby, including naming the City as an additional insured without waiving any of the City's sovereign immunity. . Subcontractor also acknowledges subcontractor must obtain all needed city business license for such work to be performed by the subcontractor prior to beginning such work.

Authorized Representative NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Contact number for Supervisor of work: \_\_\_\_\_

Email Address for Supervisor of work: \_\_\_\_\_

## **CERTIFICATE OF INSURANCE REQUIRED BY THE AGREEMENT MUST BE ATTACHED PRIOR TO BEGINNING ANY WORK**

SUBCONTRACTOR NAME:

\_\_\_\_\_  
Authorized representative

Date \_\_\_\_\_



## EXHIBIT A

### SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supersede any provision in this Agreement to the contrary:

1. All new Facilities shall be installed underground, except where good cause is shown otherwise, or, with such good cause, above ground on existing poles through private agreement(s) with existing franchise holders. Licensee will not be allowed to erect any additional poles in the Right-of-Way, except as set forth in the City Code regarding Small Wireless Facilities. Ground-mounted pedestals customarily installed for underground facilities shall be authorized subject to applicable permit requirements, provided that such pedestals or equipment that are larger or otherwise not customarily found within the City shall not be deemed authorized by this Agreement.
  - a. All underground cables must be installed using directional bore technology except where open excavations are necessary for beginning or terminating a directional bore.
  - b. Cables shall be placed so as not to interfere with any existing utilities or facilities owned by the City or any other company legally authorized to own or place utilities or facilities located within City Rights-of-Way.
  - c. All backfilling and surface restoration following any necessary open excavations shall be accomplished by Licensee in accordance with City requirements in effect at the time of the excavation and such work shall be completed within 30 days of the substantial completion of the work. Licensee, at its expense, will replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways, lawns, or any other surface within the Right-of-Way, Licensee shall, at its expense, promptly replace, restore, and maintain same to the same condition, as required by the City's ROW repair specifications and such work shall be completed within 30 days of the substantial completion of the work. Licensee shall be responsible for payment of a penalty \$100.00 for each day the restoration is not timely completed as set forth herein.
  - d. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county, and city construction requirements.
  - e. Licensee shall participate in and use the Dig-Rite or Missouri One Call in advance of the commencement of work.
  - f.

City shall have the right to inspect or correct all construction and installation work of Licensee to ensure compliance with the terms of this Agreement, City Code, or Missouri law. Except in the event of an emergency as determined by the City in its sole discretion, notwithstanding the immediately preceding sentence, Licensee shall have first opportunity to timely make any repairs that are its responsibility hereunder upon notice from City (temporary repairs, if needed, must be completed within 24 hours from the sending of notice, with permanent repairs to be completed within 14 days from the sending of notice). Licensee shall never have the right to make repairs to (1) City Facilities, Communication Systems, or City utility infrastructure or (2) Facilities or Communication Systems of other Licensees

- g. Permission is hereby granted to Licensee to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming into contact with Licensee's wires and cables. All such trimming will be done under the supervision and direction of any City official to whom such duties have been or may be delegated.
2. An irrevocable standby letter of credit may be provided by Licensee to the City, in a form approved by the City Attorney, in lieu of any other bond requirement to guarantee completion and maintenance of any improvements installed or excavations made in public rights-of-way or easements in accordance with applicable permit, specifications and ordinances of the City. Licensee shall be subject to the requirements of this Agreement and applicable ordinance of the City Code, including but not limited to the ROW Code regarding such bonds, but such security shall be maintained with the City at all times during the Agreement and may be drawn on by the City where required to remedy damage, maintenance or costs of the City incurred due to Licensee's non-compliance with any provision herein or applicable provision of law regarding its use of the rights-of-way. Surety in the form of bonds or other security shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to RSMo 67.1830(6)(a) and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets.
  3. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's gross receipts license tax as a provider of exchange telephone services if telephone services are provided, and shall remit to the City such tax on gross receipts as required by the Municipal Code, or as may be amended, regardless of technology used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
  4. If the City, in its sole discretion, determines that prior to Licensee's installation there is insufficient space available in any City Right-of-Way to accommodate an installation or relocation of Licensee's cables, Licensee shall reroute its cables via City Right-of-Way where sufficient space is available.
  5. All backfilling and surface restoration following any necessary open excavations shall

be accomplished by Licensee in accordance with City requirements in effect at the time of the excavation. Licensee shall, at its expense, replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways, lawns, or any other surface within the Right-of-Way, Licensee shall, at its expense, promptly replace, restore, and maintain same to the same condition as required by the City's ROW repair specifications.

6. Before the commencement of operations, Licensee shall procure and maintain insurance in such amounts and kinds of coverage as may be required by the City Administrator or designee. All coverage shall comply with all of the terms of Section 7.2 (including all subparts thereto) to the Rights-of-Way Use Agreement For Communications Facilities Agreement.
7. Licensee shall not be entitled to damages from City resulting from the closing, vacation, or relocation of any streets, alleys, or right-of-way.
8. City shall have the right to inspect or correct all construction and installation work in order to ensure compliance with the terms of this Agreement, City Code, or Missouri law.
9. Licensee shall not be relieved of any of its obligations by reason of City's failure to enforce prompt compliance.
10. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1121, Site Plan Approval – Heritage Tractor

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1121, to approve the site plan for Heritage Tractor at 1300 South 169 Highway.

### **SUMMARY:**

This would approve the site plan for an addition onto the Heritage Tractor building at 1300 South 169 Highway.

### **BACKGROUND:**

Heritage submitted its' request for Site Plan approval in August to be able to construct an addition to the existing building to be located just east of the existing lean-to structure on the front of the building. The west and south facades of the addition will meet the site plan requirements for new buildings and are colored to match the existing building. Staff added certain limited landscaping upgrades along the public road frontage that would not impact visibility for ingress and egress of vehicles but would move the overall landscaping of the site towards the current standards. The reason for reducing the level of landscaping was a result of the 40+ year old layout of the lot that significantly reduces planting areas along the highway.

### **PREVIOUS ACTION:**

None

### **POLICY ISSUE:**

Compliance with the Codes

### **FINANCIAL CONSIDERATIONS:**

None anticipated

### **ATTACHMENTS:**

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

## **RESOLUTION 1121**

### **A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR AN ADDITION TO THE HERITAGE TRACTOR BUILDING**

**WHEREAS**, the applicant submitted plans for construction of an addition to the Heritage Tractor building at 1300 South 169 Highway, and;

**WHEREAS**, the Planning Commission discussed and approved the site plan application in accordance with the Staff recommendations at its' September 13, 2022 meeting, and;

**WHEREAS**, staff recommended approval of the submission with the condition that certain landscaping upgrades along the public road frontage be required.

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

**THAT THE SITE PLAN APPROVAL AT 1300 SOUTH 169 HIGHWAY FOR  
HERITAGE TRACTOR BE APPROVED WITH THE ADDTION OF  
LANDSCAPING UPGRADES AS DESCRIBED IN THE STAFF REPORT.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 20<sup>th</sup> day of September 2022.

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Damien Boley, Mayor

ATTEST:

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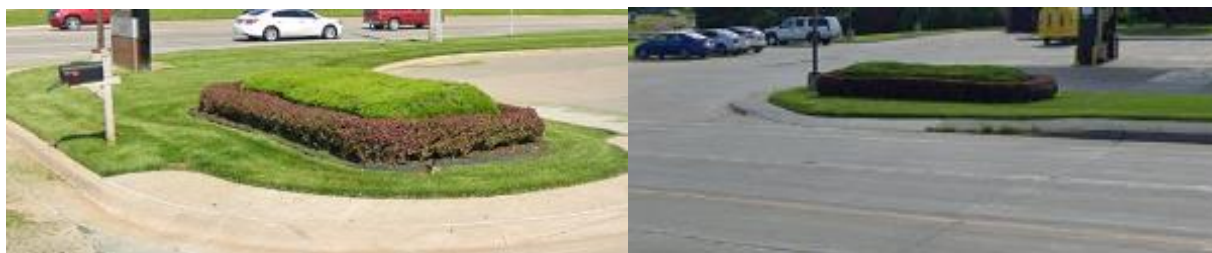
Linda Drummond, City Clerk

<b>Date:</b>	September 9, 2022
<b>Prepared By:</b>	Jack Hendrix
<b>Subject:</b>	Heritage Tractor Site Plan Amendment

Heritage Tractor, located at 1300 S. 169 Hwy, seeks approval of an addition to its' building. All the existing structures were conducted prior to any site plan review process in Smithville. When looking to make additions to an existing site plan, there is discretion as to the ultimate scope of compliance efforts. Given that the existing layout of the lot and the buildings are already designed, constructed and in use for over 40 years, most of the compliance efforts will be with just the addition, and staff recommends some minor landscape buffering additions.

First, the addition is to an existing structure with a siding design that is no longer allowed in B-3 districts – the old metal building corrugated siding. The very front portion of the existing building has limited placement of brick pilasters on that façade. In order to tie in the old with the new, applicant seeks approval to match the existing brick material with a brick wainscot along the west and south sides of the addition (the only portions that are visible from the public road) and use a different style of metal material from the wainscot to the roof line. To the extent the west façade of the addition will be located behind the existing lean-to portion of the current facility, that lean-to roof line will adequately break up the façade. All colors will match the existing facility color palette.

The only other item is that staff suggest that a limited amount of low-stature bushes be placed in the green space along the 169 side of the property. Staff would suggest a similar treatment as the Quik Trip facility to the south, as shown here:



No tall stature trees are recommended as they would likely block views of entering and exiting vehicles. This treatment is recommended at the locations shown below in green:



It is recommended that these areas highlighted in green be treated with a relatively small 5' x 10' landscaped area with several low-stature bushes or flowering plants in each. Any plant that would exceed 4' in height at maturity is not recommended.

With the addition of the limited landscaping enhancements, staff's recommendation is for approval.



owner:

Heritage Tractor  
1300 169th Hwy  
Smithville, Missouri 64089  
p: 816.873.3385

abutting owners:

North  
Kindred Chevrolet  
1105 South, US-169  
Smithville, Missouri 64089  
Chevy Dealership - R-1A

South  
QuikTrip, SVQT LLC  
1407 US-169  
Smithville, Missouri 64089  
Gas Station - R-1A

East  
Residential Neighborhood

West  
Streetfront

site synopsis:

+/- 245,678.4 sq. ft. (5.64 acres)

Existing Occupancy: B / S-1  
- retail sales and maintenance shop  
Existing Area Enclosed: 17,140 sq.ft.  
Existing Lean-to Area: 3,394 sq.ft.  
Existing Building Height: 16'-0" eave max.

New Occupancy: S-1  
New Area Enclosed: 3,750 sq.ft.  
New Building Height: 14'-0" eave max.

Required: 1/employee + 2/service bay  
15 employees + 8 service bays = 31 spaces required  
Existing Parking: 50 parking stalls + 2 ADA stalls

traffic note:

There is no additional trip generation or change to the site traffic pattern from the proposed improvements.

stormwater note:

The proposed improvements do not cause an increase in site impervious area or modify the existing drainage pattern.



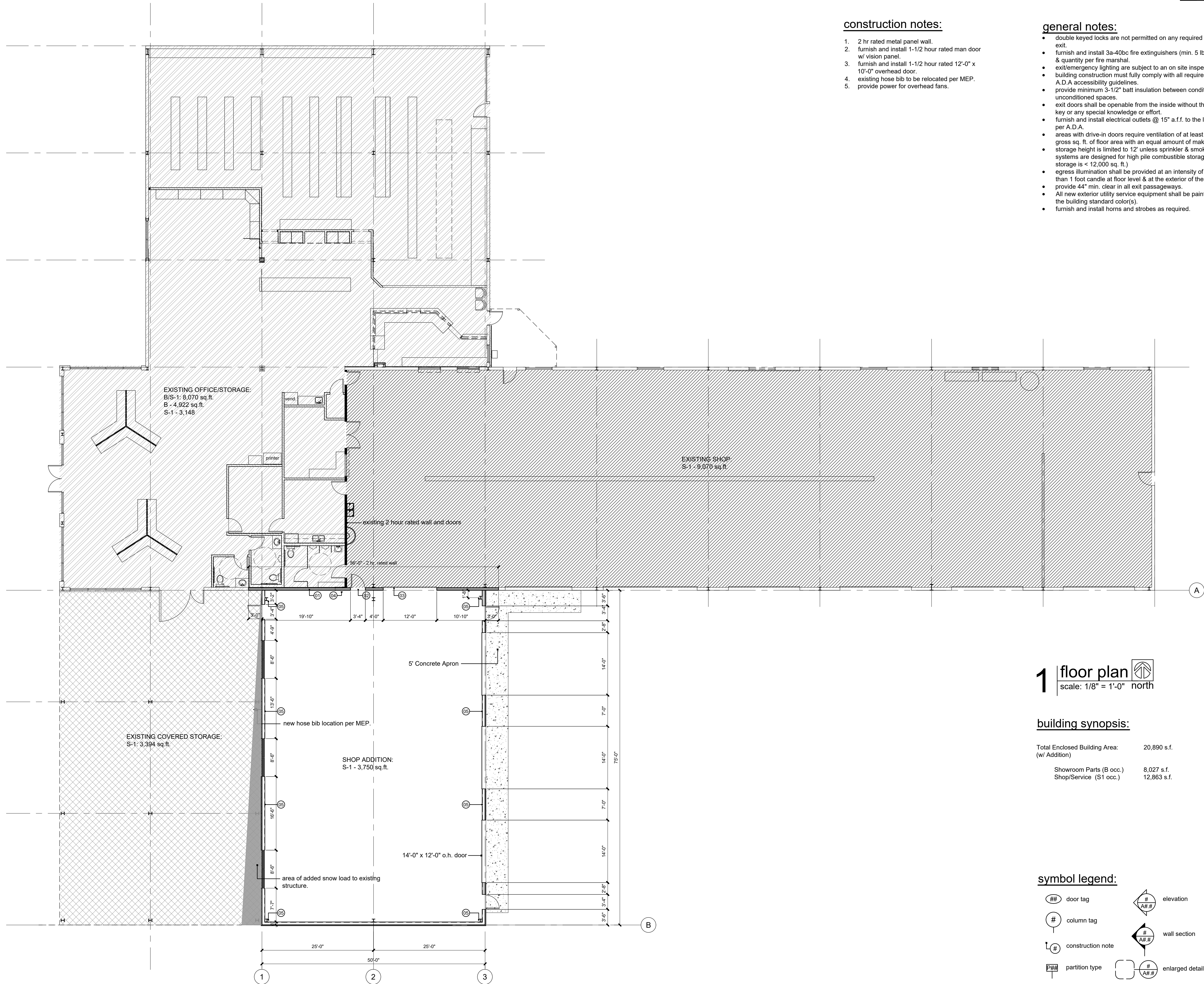


construction notes:

- 2 hr rated metal panel wall.
- furnish and install 1-1/2 hour rated man door w/ vision panel.
- furnish and install 1-1/2 hour rated 12'-0" x 10'-0" overhead door.
- existing hose bib to be relocated per MEP.
- provide power for overhead fans.

general notes:

- double keyed locks are not permitted on any required or marked exit.
- furnish and install 3a-40bc fire extinguishers (min. 5 lb.) - location & quantity per fire marshal.
- exit/emergency lighting are subject to an on site inspection.
- building construction must fully comply with all requirements of A.D.A accessibility guidelines.
- provide minimum 3-1/2" batt insulation between conditioned & unconditioned spaces.
- exit doors shall be openable from the inside without the use of a key or any special knowledge or effort.
- furnish and install electrical outlets @ 15' a.f.f. to the lowest outlet per A.D.A.
- areas with drive-in doors require ventilation of at least 1.5 cfm per gross sq. ft. of floor area with an equal amount of make-up air.
- storage height is limited to 12' unless sprinkler & smoke evac. systems are designed for high pile combustible storage (unless storage is < 12,000 sq. ft.)
- egress illumination shall be provided at an intensity of not less than 1 foot candle at floor level & at the exterior of the building.
- provide 44" min. clear in all exit passageways.
- All new exterior utility service equipment shall be painted to match the building standard color(s).
- furnish and install horns and strobes as required.



1 floor plan  
scale: 1/8" = 1'-0" north

building synopsis:

Total Enclosed Building Area: (w/ Addition)	20,890 s.f.
Showroom Parts (B occ.)	8,027 s.f.
Shop/Service (S1 occ.)	12,863 s.f.

symbol legend:

## door tag	# elevation
# column tag	# wall section
L # construction note	# enlarged detail
### partition type	room name
# window tag	room tag

a new proposed building addition for  
**Heritage Tractor**  
Hwy 169 and Commercial St.  
Smithville, Missouri 64089

date  
08.11.2022  
drawn by  
kka  
checked by  
DAE  
revisions

sheet number

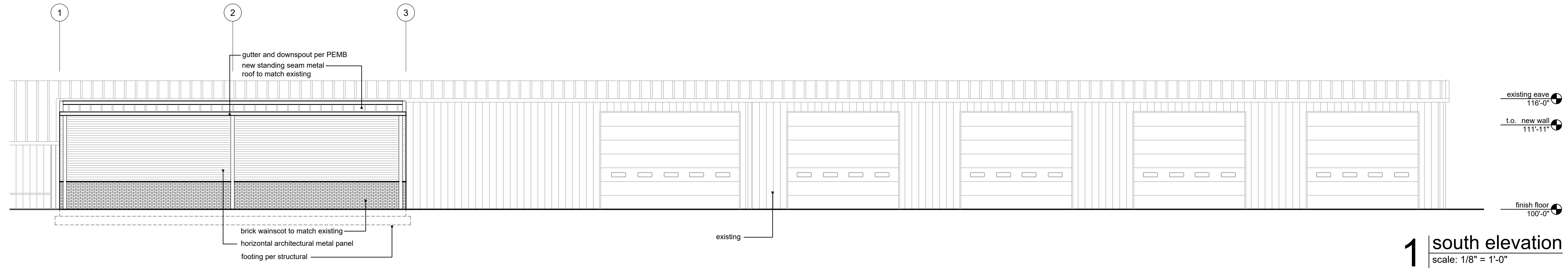
**A2.1**

drawing type

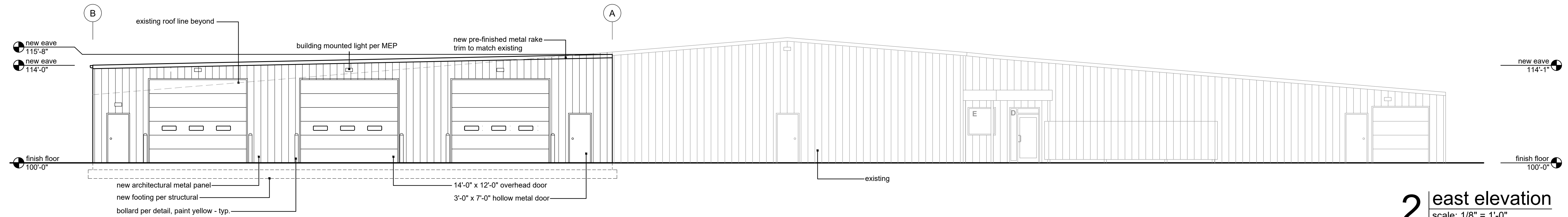
preliminary

project number

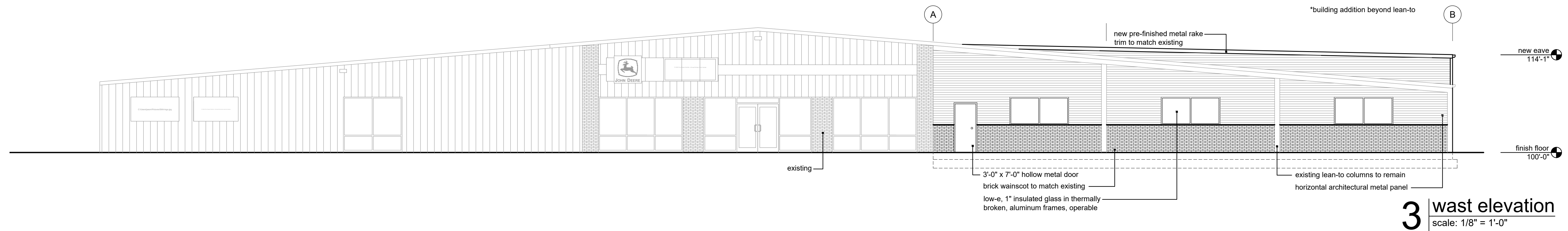
22150



1 | south elevation  
scale: 1/8" = 1'-0"



2 | east elevation  
scale: 1/8" = 1'-0"



3 | west elevation  
scale: 1/8" = 1'-0"

a new proposed building addition for  
**Heritage Tractor**  
Hwy 169 and Commercial St.  
Smithville, Missouri 64089

date  
08.11.2022  
drawn by  
kka  
checked by  
DAE  
revisions

sheet number

**A3.1**

drawing type  
preliminary

project number  
22150



## Board of Alderman Request for Action

**MEETING DATE:** 9/20/2022

**DEPARTMENT:** Administration

**AGENDA ITEM:** Election of Mayor Pro-Tem

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### **REQUESTED BOARD ACTION:**

The Board should make nominations to elect their representative to serve as Mayor Pro-Tem. Mayor Pro-Tem will be elected by roll call vote.

### **SUMMARY:**

The Board of Aldermen are required to elect a Mayor Pro-Tem annually per City Ordinance.

Section 130.030. Acting President of The Board of Aldermen.

A. Pursuant to Section 79.090, RSMo, the Board of Aldermen shall elect one of their own number who shall be styled "Acting President of the Board of Aldermen" and who shall serve for a term of one year. The Acting President of the Board of Aldermen may commonly be referred to as Mayor pro tem.

B. Pursuant to Section 79.100, RSMo, when any vacancy shall happen in the office of mayor by death, resignation, removal from the City, removal from office, refusal to qualify or from any other cause whatever, the acting president of the Board of Aldermen shall for the time being, perform the duties of mayor, with all the rights, privileges, powers and jurisdiction of the mayor until such vacancy be filled or such disability be removed; or, in case of temporary absence of the mayor, until the mayor's return.

### **PREVIOUS ACTION:**

This is an annual event.

### **POLICY ISSUE:**

### **FINANCIAL CONSIDERATIONS:**

### **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 type="checkbox"/> Other:       |                                   |



## ***FY22 – FY23 Planning Calendar***

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

Review of Fireworks Event Approvals  
Discussion of Founders Day

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

Ordinance – Rezoning 413 Winner Road R1 to R3 – 2<sup>nd</sup> Reading  
Ordinance – Outdoor Storage – 2<sup>nd</sup> Reading  
Ordinance – Right of Way Agreement with Bluebird Network – 2<sup>nd</sup> Reading  
Ordinance – FY23 Operating Budget – 1<sup>st</sup> Reading  
Ordinance – Amending Chapter 510, Right of Way Agreements – 1<sup>st</sup> Reading  
Resolution – Accepting Land Donation – Kemper  
Resolution – Awarding Wayfinding Sign Project Bid

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

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

Public Hearing – Sewer Rates  
Ordinance – FY23 Operating Budget – 2<sup>nd</sup> Reading  
Ordinance – Amending Chapter 510, Right of Way Agreements – 2<sup>nd</sup> Reading  
Ordinance – Rezoning Herzog – 1<sup>st</sup> Reading  
Resolution – Amending the Schedule of Fees  
Resolution – Employee Compensation  
Resolution – Changes to the Policy Manual  
Resolution – Award Contract River Crossing Design  
Resolution – Award Bid – Utility Fence Replacement  
Executive Session Pursuant to Section 610.021(3)RSMo.

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

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

Ordinance – Rezoning Herzog – 2<sup>nd</sup> Reading  
Resolution – Acknowledgement of Purchase from Sourcewell for mower procurement

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

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

Resolution – Award Bid Police Computers and MDT Replacement  
Resolution – Change to Employer Match to Employee Retirement Plan (LAGERS)  
Resolution – Agreement with PWSD No. 9  
Resolution – Award Contract – Winner/Woods Waterline Replacement

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

Discussion FY22 Budget Review

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

Resolution – Skid Steer Loader Lease

Resolution – Award Bid – City Hall Servers

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

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

Resolution – Award Bid – 4<sup>th</sup> Street And 4<sup>th</sup> Terrace Utility

Resolution – agreements associated with preorder equipment for liftstation/west bypass project

**January 3, 2023 Work Session**

**January 3, 2023 Regular Session**

Resolution – HDR Engineering Authorization Owens Branch

**January 17, 2023 Work Session**

**January 17, 2023 Regular Session**

**February 7, 2023 Work Session**

**February 7, 2023 Regular Session**

Resolution – Camp Host Contract

**February 21, 2023 Work Session**

**February 21, 2023 Regular Session**

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

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

**March 7, 2023 Work Session**

**March 7, 2023 Regular Session**

Resolution – Award Bid Waterline to Major Mall

**March 21, 2023 Work Session**

Discussion of 3-Month FY2023 Budget Review

**March 21, 2023 Regular Session**

Resolution – Award Bid 144<sup>th</sup> Street Lift Station and West Bypass

Resolution – Continuing Slipline Sewer Project

Executive Session Pursuant to Section 610.021(3)RSMo.

**April 4, 2023 Work Session**

**April 4, 2023 Regular Session**

Resolution – Award Neighborhood Beautification Grants

Resolution – City Administrator's Contract

Resolution – City/County Fourth of July Fireworks Display

Resolution – "Go to Market" authorization for COP debt for utility projects

**April 18, 2023 Work Session**

FY2022 Audit Review Presentation

**April 18, 2023 Regular Session**

Resolution – Certify Election Results

Resolution – Award Bid Quincy Blvd Waterline, Sidewalk & Mill & Overlay

Swear in Newly Elected Officials

Board of Alderman Orientation

Election of Mayor Pro-Tem

Election of Planning Commission Representative

Election of Economic Development Committee Representative

Election of Parks and Recreation Committee Representative

Election of Finance Committee Representatives

**May 2, 2023 Work Session****May 2, 2023 Regular Session**

Resolution – Award Bid Sidewalk Repairs

Resolution – City/County July Fireworks Display

Proclamation – Public Works Week

**May 16, 2023 Work Session**

Discussion Departmental Budget Presentation

Discussion 6-Month FY2023 Budget Review

**May 16, 2023 Regular Session**

Ordinance – Approval of Financing – COP for utilities projects

**June 6, 2023 Work Session**

Discussion 5-Year Capital Improvement Plan Update

**June 6, 2023 Regular Session****June 20, 2023 Work Session****June 20, 2023 Regular Session**

Resolution – Award bid for Lagoon cleaning

**July 4, 2023****July 18, 2023 Work Session**

2023 Tax Rate Update

Discussion FY23 Employee Handbook

Discussion FY23 Compensation Plan

Discussion Schedule of Fees

**July 18, 2023 Regular Session**

Resolution – Sports League Contract with Warrior Youth Football Club

**August 1, 2023 Work Session**

Public Hearing – Property Tax Levy

Ordinance – Setting the 2023 Property Tax Rate – 1<sup>st</sup> Reading

**August 1, 2023 Regular Session**

**August 15, 2023 Work Session**

Discussion 9-Month FY2023 Budget Update  
Discussion FY2024 Operating Budget (1<sup>st</sup> Discussion)

**August 15, 2023 Regular Session**

Ordinance – Setting the 2023 Property Tax Rate – 2<sup>nd</sup> Reading  
Resolution – Destination Safe Grant  
Resolution – DWI Enforcement Grant Agreement  
Resolution – Hazardous Moving Violation Grant Agreement

**September 6, 2023 Work Session**

Discussion FY2024 Operating Budget (2<sup>nd</sup> Discussion if needed)

**September 6, 2023 Regular Session**

**September 20, 2023 Work Session**

**September 20, 2023 Regular Session**

**October 4, 2023 Work Session**

**October 4, 2023 Regular Session**

Ordinance – FY2024 Operating Budget – 1<sup>st</sup> Reading  
Resolution – Award Bid for construction of river crossing

**October 18, 2023 Work Session**

**October 18, 2023 Regular Session**

Ordinance – FY2024 Operating Budget – 2<sup>nd</sup> Reading

**November 1, 2023 Work Session**

**November 1, 2023 Regular Session**

**November 15, 2023 Work Session**

**November 15, 2023 Regular Session**

**December 6, 2023 Work Session**

Discussion FY2023 Budget Review

**December 6, 2023 Regular Session**

**December 20, 2023 Work Session**

**December 20, 2023 Regular Session**

**Unscheduled:**

City/County Shared Roads – Clay and Platte  
Corps of Engineers Lease Contract  
Preliminary Plat – Fairview Crossing  
Fence Ordinance – Residential Rules  
AUD's (Accessory Dwelling Units) on Existing Properties  
Courtyard Park Alleyway Safety  
Wayfinding Signage Guidelines