



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda - **Revised**

Tuesday, April 19, 2022 – **Immediately Following the First Regular Session**

City Hall Council Chambers and Via Videoconference

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

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

1. Call to Order
2. Pledge of Allegiance
3. Adjournment to Executive Session Pursuant to Section 610.021(1)RSMo.
4. Reconvene the Regular Session

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. **Committee Reports**
Planning and Zoning Commission
6. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

7. **Resolution 1047, Adoption of the City Administrator's Contract**
A Resolution authorizing and directing the Mayor to execute and updated contract with Cynthia Wagner for the City Administrator position.
8. **Resolution 1048, Award Bid No. 22-15, Fourth of July City/County Fireworks Display**
A Resolution awarding Bid No. 21-10, Fourth of July City/County Fireworks Display to Premier Pyrotechnics, Inc. for the amount not to exceed \$16,000.
9. **Resolution 1049, Leak Adjustment, Greg Wilson**
A Resolution approving a leak adjustment for of \$207.71 for residential utility billing customer, Greg Wilson for his February and March 2022 utility bill.
10. **Resolution 1050, Leak Adjustment, Sara Dejanas'**
A Resolution approving a leak adjustment for of \$264.38 for residential utility billing customer, Sara Dejanas' for her February and March 2022 utility bill.
11. **Resolution 1051, Agreement with MARC (added 4/18/2022, 10:00 a.m.)**
A Resolution authorizing and directing the Mayor to execute an agreement with Mid-America Regional Council (MARC) to accept funds to conduct mill and overlay and/or micro surfacing maintenance on roadways.

OTHER MATTERS BEFORE THE BOARD

12. Public Comment

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

13. Election of Mayor Pro-Tem

To elect a member of the Board to the position of Mayor Pro-Tem.

14. Election of Planning Commission Representative

Each year the Board of Aldermen must nominate and appoint a representative to the Planning and Zoning Commission.

15. Election of Economic Development Committee Representative

Each year the Board of Aldermen must nominate and appoint a representative to the Economic Development Committee.

16. Election of Parks and Recreation Committee Representative

Each year the Board of Aldermen must nominate and appoint a representative to the Parks and Recreation Committee.

17. Appointments

The Mayor will nominate appointments to the Finance Committee and the Board will vote:

- o Alderman Hartman
- o Alderman Russell

18. 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.

19. Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/89650827876>

ID: 896 5082 7876

Passcode: 812923





Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Adjournment to Executive Session Pursuant to Section 610.021(1) RSMo.

REQUEST BOARD ACTION:

A motion to close the regular session for the purpose of discussing legal matters pursuant to Section 610.021(1) RSMo.

SUMMARY:

To allow the Board of Aldermen to adjourn to Executive Session to discuss legal matters.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

The Board of Alderman will vote to close the Board of Alderman Work Session Pursuant Section 610.021(1) RSMo.

FINANCIAL CONSIDERATIONS:

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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: | |



City Administrator's Report

April 14, 2022

Diamond Crest Park Update

Construction at Diamond Crest Park continues to make progress! The playground structure has been constructed, sidewalks have been poured and the playground surfacing will be completed this week. Fencing will be installed around the park in early May. Staff continues to work with Clay Creek Development as they are donating a parking lot and a shelter/restroom for the park.



Recreation Update

Spring sports are under way! Soccer is heading into week four and baseball, softball and t-ball started practices last week. Registration numbers are all up from last spring.

Soccer Clinic: 71 || Last season total: 40
Soccer League: 221 || Last season total: 180

T-ball: 150 || Last season total: 141
Baseball: 114 || Last season total: 105
Softball: 89 || Last season total: 75

Total Participants: 645 || Last season total: 541

Street Rehabilitation Program

Staff is finalizing the Pavement Condition Index (PCI) scores for 2022, which will be compared to the data collected in 2020. As time goes on, this data will help allow for short-term and long-term planning.

Mill and Overlay Update

Superior Bowen will begin the mill and overlay construction on Tuesday, April 19th. This is a tentative start date due to the pending weather conditions. They will be rehabilitating Tillman Rd and Hospital Dr. Staff will post the traffic plan on social media as it becomes available.

E-Waste and Shredding Event

The City will host its first E-Waste and Shredding Event at Smithville High School parking lot on Saturday, April 23 from 9 a.m. to noon. ProShred is the vendor that the City is using for this event, and they will clear all phones, laptops, and hard drives before they are recycled. The cost for monitors is \$20/monitor and \$40/TV. Shredded documents will be collected and shredded on site.

Spring Bulky Item Pick-up

Spring Bulky Item Pick-Up has been scheduled for the week of June 6. Residents may discard up to 5 bulky items with their scheduled trash pick-up day.

Citizen Survey Communication Roll-Out

Staff has worked to develop a series of social media posts providing information on the results of the DirectionFinder survey. In addition to results, the series will address some common misconceptions about city services revealed in the survey comments.





Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1047, Updated City Administrator Contract

RECOMMENDED ACTION:

Motion to Approve Resolution 1047, authorizing the Mayor to execute an updated employment contract with Cynthia Wagner for the City Administrator position.

SUMMARY:

This Resolution approves an updated contract with Cynthia Wagner for services as City Administrator based on a performance review conducted March 1, 2022 by the Board of Aldermen. The updated Employment Agreement incorporates the following changes:

- Increases annual compensation.
- Amends vacation accrual.
- Increases contribution to retirement provided in lieu of health insurance.
- Increases severance.

PREVIOUS ACTION:

Original agreement adopted in April 2018 was amended in April 2019, July 2020 and April 2021.

POLICY ISSUE:

None.

FINANCIAL CONSIDERATIONS:

FY2022 Budget includes compensation increases for all employees.

ATTACHMENTS:

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

RESOLUTION 1047

AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED EMPLOYMENT CONTRACT WITH CYNTHIA WAGNER FOR THE CITY ADMINISTRATOR POSITION.

WHEREAS Cynthia Wagner and the City of Smithville, Missouri desire to amend the employment agreement between the parties; and

WHEREAS Exhibit A attached hereto is a true and accurate copy of the newly modified and agreed Employee contract between Cynthia Wagner and the City of Smithville. Said **Exhibit A** is incorporated herein by reference as if more fully set forth verbatim.

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

THAT BE IT RESOLVED BY THE CITY OF SMITHVILLE, MISSOURI THAT THE MAYOR IS AUTHORIZED AND DIRECTED TO EXECUTE ON BEHALF OF THE CITY THE EMPLOYMENT AGREEMENT WITH CYNTHIA WAGNER FOR THE CITY ADMINISTRATOR POSITION IN THE FORM OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT A WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH VERBATIM.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RESOLUTION EXHIBIT A

CITY OF SMITHVILLE, MISSOURI EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ADMINISTRATOR

This Agreement is made and entered into this 19th day of April 2022, between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Cynthia Wagner (hereinafter called Employee), pursuant to these terms and conditions:

1. Whereas the City wishes to continue the employment of Cynthia Wagner as City Administrator of the City of Smithville Missouri; and
2. Whereas the CITY first employed Employee on April 17, 2018 and executed a contract which provided certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the City; and
3. Whereas there have been several modifications of Employee's contract since that time in accord with the Employee's previous positive annual performance reviews. After this year's performance review, the City wishes to update Employee's contract and the Employee wishes to accept continued employment as City Administrator of said City under the terms and conditions recited herein. Rather than create a fourth modification of the Original Contract the City and the Employee have agreed to ratify the terms of her continued employment in one document. Therefore, the City and Employee agree this Employment Agreement supersedes all previous Agreements between the parties.

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

I. TERM

1.1 EMPLOYEE shall be employed as City Administrator of the City of Smithville Missouri for an indefinite term in accordance with Section 105.020 of the City Code of Ordinances. It is the intent of the parties that Employee's continued employment as City Administrator is subject to an annual performance review to be conducted at or near the anniversary date of Employee's commencement of duties under this Agreement.

II. EMPLOYMENT STATUS AND HOURS

2.1 It is expected that the EMPLOYEE will exercise her full and best efforts in her employment hereunder and will work a minimum of forty (40) hours per week or as otherwise necessary to complete the duties set forth in Section III of this Agreement. Except as allowed for vacation, sick leave, holiday or compensatory time off, Employee is generally expected to be accessible to the Employer and other employees during normal

office hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule subject to the Employer's expectations. It is agreed and understood that EMPLOYEE is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime or compensatory time off. Employee shall be available to perform all duties during normal business hours, as well as attend all meetings scheduled outside the regular business hours, unless the Mayor has approved such absence.

III. DUTIES

3.1 Employee shall perform such duties and have such powers as are set out in Section 105.030 (or as hereinafter amended) of the City Ordinances and as provided for in any adopted job description. At no time shall the duties and powers of the position of City Administrator supersede action by the Mayor and Board of Aldermen.

IV. COMPENSATION

4.1 City agrees to pay Employee as compensation for the duties to be performed under this Agreement the base salary of One Hundred Forty Thousand Dollars (\$140,000.00) per year, to be payable in 26 equal payments at the time, and as a part of the regular payroll of the City, and subject to all such lawful deductions for payment to employees of the City.

V. FRINGE BENEFITS/ ADDITIONAL COMPENSATION:

5.1 Sick and Vacation Leave. In accordance with the Employee Handbook, Employee shall retain all (if any) currently accrued vacation and sick leave. Henceforth, Employee shall accrue vacation and sick leave at the highest accrual rate for any Employee provided in the Employee Handbook, regardless of years of service. The Employee shall further be entitled to five days of "personal/executive leave" on an annual basis calculated from the employment anniversary of April 16. This leave is on a "use it or lose it" basis, accrued on each anniversary date. If the leave is not used within the employees employment calendar year (April 16) the Employee is not entitled to accrue the "personal/executive leave" or receive cash for it. In addition to the above, Employee shall be entitled to all other leaves granted employees of the City and contained in Employer's Personnel Manual.

5.2 In Lieu of Health Insurance. Employee Represents that she has health Insurance through another source and wishes to decline all Health, Dental or Vision Insurance through the current Plans in place by the City on such terms and conditions as is available for all other employees of the City. The City will pay Fourteen Thousand Dollars (\$14,000.00) per year, to be payable in 24 equal payments (two per month) to

Employee's IRS 457 plan subject to all applicable rules and regulations in lieu of the City providing Employee any Health, Dental or Vision insurance.

5.3 Retirement: The City agrees, as a part of the compensation to Employee, that it will make contributions to LAGERS on behalf of the Employee, and Employee will also make contributions to such plan in accordance with the agreement with LAGERS for the retirement of all employees.

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

5.5 Life Insurance: EMPLOYEE shall be entitled to Life Insurance to the extent made available to other City employees.

5.6 Other Insurance: EMPLOYEE shall be entitled, on such terms and conditions as is available to any other employee of the City, to participate in other Insurance programs made available through the City, which may be at EMPLOYEE'S expense.

VI. OUTSIDE ACTIVITIES

6.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities, subject to approval by the Employer, with the understanding that such arrangements shall not interfere with Employee's responsibilities under this Agreement. Employee shall disclose all such engagements to the Employer.

VII. BOND

7.1 The City shall pay the premium for a bond for Employee as required by Code Section 105.040.

VIII. PROFESSIONAL ASSOCIATIONS/TRAINING

8.1 Employee agrees to join and reasonably participate at City Expense, the Smithville Chamber of Commerce, Smithville Lyons Club and the Smithville Rotary Club.

8.2 The City shall pay any such dues or fees for professional organizations, certifications and conferences, or training seminars, which are preapproved by the Mayor and subject to such fees being included in the General Fund Budget as approved by the Board.

IX. PERFORMANCE AND REVIEW

9.1 The City and Employee agree that they will meet and set out definitive goals and objectives at the beginning of Employee's performance of her duties under this Agreement and may, from time to time amend such goals and objectives. Both agree that at Employee's anniversary date the City will perform a review of Employee's performance based upon those goals and objectives. After completion of such performance review, the City may increase the base salary to an amount the Mayor and Board deem appropriate. It is expressly declared that any cost-of-living adjustments or raises included in the budget for all regular employees do not apply to this Agreement. It is the intent of the parties to make any and all salary adjustments to the base pay hereunder after such performance review process is completed.

X. TERMINATION

10.1 At Will Employment Status: It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without "Cause" (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for a definite period. Accordingly, either party may terminate the employment relationship at any time.

10.2 City Termination for Cause: In the event the Employer terminates Employee's employment for Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). In the event of a termination for Cause, the severance benefit described in the Section 11 of this Agreement will not be available to Employee. "Cause" means:

- (a) Employee is convicted of any illegal act involving moral turpitude; or

(b) The conviction of any felony, or for engaging in any unethical conduct as described in the ICMA' Code of Ethics, and/or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply.

10.3 City Termination without Cause: In the event the Employer terminates Employee's employment without Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). The Employer also agrees to pay, in exchange for a full release, the severance benefit described in Section 11 of this Agreement. Vacation and sick leave do not accrue after the termination date. The Employer's contributions to life insurance premiums cease at the time of termination. Eligibility and reimbursement for continued participation in the Employer's group health insurance plan shall be as described in Section 11. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in paragraph 10.02 above, or if Employee is charged with a violation of ICMA' Code of Ethics, or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply and if her employment is thereby terminated, the Employer shall not be obligated to pay Employee any severance pay as set forth in Section XI unless and until the matter is resolved in favor of the Employee. In the event that the Mayor, after first being authorized by the Board of Aldermen, offers to permit Employee to resign in lieu of termination, such resignation will constitute a termination without Cause under this Employment Agreement. In such event, the Mayor will provide Employee with a written request to resign in lieu of termination which request shall acknowledge that the Employee shall receive the same compensation as she would be entitled to receive if terminated without Cause, as set forth in Section 11.2

10.4 Employee Termination: The Employee may terminate this Agreement and her employment with the Employer by providing a thirty (30) day written notice. In this circumstance, the severance benefit described in Section 11 of this Agreement will not be available to Employee. The Employee will be paid any accrued and unused/unpaid benefits in accordance with Employer's Personnel Manual (subject to applicable restrictions or caps), except that accrued but unused/unpaid benefits will be withheld and not paid if the thirty (30) day written notice is not provided by Employee.

10.05 Return of City Property. All records, patents, trademarks, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the City, which pertain to the business of the City shall be and remain the property of the City and be subject at all times to its discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or

future plans of the City which is collected by Employee shall be delivered promptly to the City without request by it upon termination of Employee's employment.

XI. SEVERANCE

11.1 So long as Employee is entitled to severance as provided in this Agreement and provided Employee signs a standard Severance Agreement and Release of All Claims:

11.2 Severance Pay: City will continue payment to the Employee as set forth herein.

(a) The severance pay is a benefit equal to Twenty-Four Months (24) Months of salary as set forth in paragraph 4.1. If entitled to severance pay, the EMPLOYEE shall also be compensated for all accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). Severance pay shall not include any unaccrued amounts due under paragraphs 5.1 through 5.6 of this Agreement.

(b) This severance benefit shall be paid in a lump sum unless otherwise agreed. Employer shall be entitled to withhold from said payments all amounts required to be withheld pursuant to applicable law. The amounts due under this section shall be paid within thirty (30) days of the date of termination, provided, however, that in the event the provisions of the Older Workers Benefit Protection Act apply to this Employee (i.e., she is forty (40) years of age or older at the time of termination), she shall not be paid until the first regular payday following the expiration of the applicable consideration period and the seven (7) day revocation period.

XII. INDEMNIFICATION

12.1 To the extent permitted by applicable law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Administrator, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals. The Employer shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties

and occurring within the course and scope of her employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

12.2 Employee recognizes that Employer shall have the absolute right to compromise any and all claims.

12.3 To the extent permitted by applicable law, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties as City Administrator, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending. Further, if no longer employed by Employer, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

XIII. APPLICABLE LAW, JURISDICTION AND VENUE

13.1 The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. The parties submit to the Jurisdiction of the courts of the State of Missouri and to venue in Clay County.

XIV. NOTICES

14.1 Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the Employee at 8244 Primrose Street DeSoto Kansas 66018. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

XV. GENERAL PROVISIONS

15.1 Integration. This Agreement and the Municipal Code of the City of the City of Smithville, Missouri, including the Employer's Employee Handbook/Personnel Manual (which may be amended by the Employer pursuant to the terms of the Handbook or Manual) , current policy or other law, except when in conflict with this Agreement, sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or

representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

15.2 Condition Precedent: This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Employment Agreement Contract.

15.2 Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as her heirs, assigns, executors, personal representatives and successors in interest.

15.3 Effective Date. This Agreement shall become effective after the Condition Precedent as set forth in paragraph 15.2 has been satisfied and all parties have executed this Agreement

15.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

15.5 Contract Language: The language of this Agreement reflects negotiations between Employee and the City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Agreement, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall be deemed to be the controlling original.

15.6 Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes, cancels, and merges all Agreements, negotiations, commitments, writings, and discussions between them as to the subject prior to the date of the execution of this Agreement. No modifications to this Agreement shall be binding on either party unless such modifications are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEE

By: _____
Cynthia Wagner



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1048, Fireworks Display Bid Award 22-15

REQUESTED BOARD ACTION:

Motion to approve Resolution 1048 awarding bid 22-15 for Fireworks Display.

SUMMARY:

The City of Smithville annually partners with Clay County to provide a Fourth of July Fireworks Display, with each entity funding half of the total cost. The City of Smithville coordinates procurement of a display provider.

In February of this year, AerialFX, who was awarded the bid in 2021, indicated that they were not confident they would be able to have supplies in time for the Fourth of July weekend. They recommended we contact other display companies to ensure we had a back up plan. AerialFX said they would not have an update on their supplies until the end of April.

Representatives from Clay County Parks and Recreation and city staff meet soon after and ultimately decided to put the Fireworks Display RFP back out to bid to ensure a fireworks display could be secured. Both parties spoke with multiple display companies and many said they were in the same situation as AerialFX. We spoke with Premier Pyrotechnics, who does firework displays for Kearney and Gladstone, and they said they would be able to help us out, but they were only available on Friday, July 1. City staff spoke with Clay County and both parties agreed that the date would work.

Premier Pyrotechnics was the only bid received on April 8, 2022. Staff recommends award of bid in the amount of \$16,000 to Premier Pyrotechnics for the 2022 Fourth of July fireworks display to be held July 1. This amount provides the same display as in past years at an increase of \$4,000.

Staff will work with both Premier Pyrotechnics and AerialFX to try and get Fireworks back on July 4 in 2023.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

The FY22 budget includes \$6,000 for the city's half of the display. Savings in other areas will account for the remaining \$2,000. One-half of the cost (\$8,000) will be reimbursed to the City by Clay County

ATTACHMENTS:

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

RESOLUTION 1048

**A RESOLUTION A RESOLUTION AWARDED BID NO. 22-15 TO
PREMIER PYROTECHNICS, INC. FOR A FIREWORKS DISPLAY**

WHEREAS, The City of Smithville annually partners with Clay County to provide a Fourth of July Fireworks Display, with each entity funding half of the total cost.

WHEREAS, the fiscal year 2021-2022 budget allocated funds for the purchase of a Fireworks Display; and

WHEREAS, staff conducted a bid process as outlined in the City Purchasing Policy after 2021 bid award winner did not renew; and

WHEREAS, after a bid process, staff recommends award of bid to Premier Pyrotechnics, Inc. for Fireworks on Friday, July 1, 2022.

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

**THAT BID NO. 22-15 IS HEREBY AWARDED TO PREMIER
PYROTECHNICS, INC., AND THE MAYOR IS HEREBY AUTHORIZED TO
EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED \$16,000.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of April 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RFP #22-15 FIREWORKS DISPLAY PROPOSAL RESPONSE FORM

I, Trent Stephens, hereby representing
(Agent Submitting RFP)

Premier Pyrotechnics, Inc., have read and reviewed the attached specifications.
(Firm or Company)

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

Premier Pyrotechnics, Inc.
Company Name

Trent Stephens
Authorized Person (Print)

25255 Hwy K
Address


Signature

Richland, MO 65556
City/State/Zip

Regional Representative
Title

417-322-6595
Telephone

4/5/2022
Date

43-1839516
Tax ID No.

trent@premierpyro.com
E-Mail Address

State the name, address, and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two 2 years as well as all license information for running said display.

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #22-15 for a cost to the City of Smithville as follows for a 1.3G (Class B) fireworks display for a fifteen (15) Minute Continuous Fireworks show/display to be held on the evening of July 1st, 2022. If for any reason the weather prohibits the display/show being held on July 1st, the alternate rain delay show shall be held on July 2nd, 3rd, or 4th 2022.

While a response to this RFP must provide the information requested for the July 1st, 2022, show, a Vendor shall submit with its' response to this bid an option which may be exercised at the discretion of the City for up to three (3) additional annual July 1st shows.

Set forth the type and number of fireworks proposed to be used as well as all other relevant information concerning the nature and timing of the display so as to allow the City to evaluate the show/display being proposed and the cost of each such Proposal/show/display. Setting forth:

1. A list of the number and type of fireworks the vendor will use.
2. The per-unit cost of the above said fireworks.
3. The characteristics of each such firework.
4. The chronological of the proposed show.
5. All current License information for said Vendor.

As a follow up to the Parks and Recreation Master Plan discussion, Staff opened it up for discussion of what the next steps may include from this group. Some areas to focus on were:

1. First annual goal and/or the first project to be
2. Personal fundraising goals
3. 5-year annual targets
4. Fundraising events
5. What resources or information do you need from City Staff?

The group agreed to make the amphitheater at Heritage Park a priority. The goal is to raise \$900,000 in 3 years. Each member agreed that there needs to be some buy in from the group and each member should donate to the fund.

Some ideas for fundraising events were:

Golf Tournament

T-shots: Night to support the fund

Ask for support from Clay County

Add Naming rights to the sponsorship packet

Dinner/Action

Dani Wilson made a motion to approve the project of the amphitheater and the goal of \$900,000 over three years. Allyson Attigliato seconded. Voice Vote, all ayes.

5. Discuss Next Steps

Jennifer discussed the next steps with the group. The next meeting was set to be on March 31, 2022, where planning on how to meet the goal of \$900,000 over three years is to be accomplished.

6. Adjourn

Dani Wilson motioned to adjourn the meeting at 7:30 PM. Mayor Boley seconded. Voice Vote, All Ayes.



Our Mission...
"A Dedication to Pyrotechnic Perfection"

To whom it may concern,

In response to your request of references. I have personally been involved with the City of Gladstone show in 2019, the City of St. Joseph in 2020, the City of Kearney in 2021 and was the lead at the City of Blue Springs show in 2021.

I would be lead for the show and contact person leading up to and the day of the show. All equipment, materials, and product would arrive at sight the morning of the show no earlier than 7:00am and would be remove as quickly as possible following a 30–45-minute safety period after the show.

The current crew is expected to be:

Trent Stephens(myself)-Licensed Fireworks Operator
Shaunn Pytlowany-Licensed Fireworks Operator
Jaycee Pummill
Kala Smalley
Shelley Mullins

A final list can be sent prior to the show date.

For future consideration, I have also enclosed our early pay letter which also list the benefit of signing a 3-year contract.

Feel free to contact me with any questions of concerns.

Trent Stephens
Premier Pyrotechnics
Regional Representative
Cell-(816)447-0804

Premier Pyrotechnics, Inc.
417-322-6595, 573-213-2210 Fax
25255 Hwy K
Richland, MO 65556



*Our Mission...
"A Dedication to Pyrotechnic Perfection"*

Dear Valued Customer,

Thank you for your continued business. It is time, once again for us to extend the early pay options to our clients. Your participation in this program allows you to increase your display up to 20 percent while holding your budget at the same dollar amount!

This year we will be offering 4 options for early pay.

Option 1

Pay in full by **December 1, 2021** and an additional **15%** product will be added to your display.

Option 2

Pay in full by **January 15, 2022** and an additional **12.5%** product will be added to your display.

Option 3

Pay in full by **March 1, 2022** and an additional **10%** product will be added to your display.

Option 4

Pay in full by **April 1, 2022** and an additional **5%** product will be added to your display.

As in the past, signing a 3 year contract will also add **5%** additional product to your display.

As part of our continuing effort to be 100 percent compliant with all Federal, State and Local laws, all customers are required to have a signed contract in place before your display can be confirmed. You must also complete the insurance request form before your certificate of insurance can be obtained. Fire Departments and Cities shooting their own displays are required to have additional paperwork before product can be shipped. These forms will be sent with your contract.

If you have received this letter and are not the contact person for this account please call our office at 417-322-6595 and let us know how to contact the correct person.

We ask that payments **NOT** be sent to your sales person, but to our corporate office so that proper credit can be given to your account. **Please mail your payment to:**

**PREMIER PYROTECHNICS
25255 HWY K
RICHLAND, MO 65556**

If you have questions please call our corporate office at 417-322-6595

Premier Pyrotechnics, Inc.
417-322-6595, 573-213-2210 Fax
25255 Hwy K
Richland, MO 65556

CERTIFICATE OF INSURANCE

ISSUE DATE 2/12/2021

| | |
|--|---|
| PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA, 94954 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: LLOYD'S OF LONDON |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |

INSURED
 Premier Pyrotechnics, Inc.
 25255 Highway K
 Richland, MO 65556

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY | PY/21-0013 | 02/01/2021 | 02/01/2022 | EACH ACCIDENT \$ 10,000,000 |
| | | | | | MEDICAL EXP (Any one person) \$ |
| | | | | | FIRE LEGAL LIABILITY \$ 50,000 |
| | | | | | GENERAL AGGREGATE \$ 10,000,000 |
| | | | | | PRODUCTS-COMP/OPS AGG \$ |
| | AUTOMOBILE LIABILITY — ANY AUTO — ANY OWNED AUTOS — SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | EXCESS LIABILITY FOLLOWING FORM | | | | This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision. EACH ACCIDENT \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Proof of insurance for General Liability.

| | |
|---|--|
| CERTIFICATE HOLDER TO WHOM IT MAY CONCERN | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| | AUTHORIZED REPRESENTATIVE |

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

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

1. My name is Trenton Stephens and I am currently President of Premier Pyrotechnics (hereinafter "Contractor"), whose business address is 25255 Hwy K Richland, MO 65556, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.

[Handwritten Signature]

[Signature]

Trenton Stephens

[Printed name]

Affiant Subscribed and sworn to before me this 7th day of April, 2022.



RENE JULIAN
My Commission Expires
June 27, 2022
Jackson County
Commission #14395762

[Handwritten Signature]

[Notary Public]

My Commission Expires June 27, 2022

Commissioned in Jackson County

Commission # 14395762

PLEASE NOTE:

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

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

Sales Order

Premier Pyrotechnics, Inc.

25255 Highway K
 Richland, MO 65556
 (417) 453-6765

Order Number: 0017422

Order Date: 3/31/2022

Salesperson: TS

Customer Number: 31-0009043

Confirm To: Ship VIA
 CUST

Sold To:
 City of Smithville
 107 W Main St
 SMITHVILLE, MO 64089

Display / Ship To Location:
 City of Smithville
 107 W Main St
 SMITHVILLE, MO 64089

Show Type Show Date Terms Customer P.O. Ship VIA
 ETurnkey 07/01/2022 Due on Receipt CUST

| Item Description | Ordered | Shot Count | Ext Amount |
|--------------------------------|---------|------------|------------|
| Aerial Shells | | | |
| 2.5 INCH | | | |
| 2.5"Shell Mod A 96 Shells 24/4 | 1 | 96 | 439.00 |
| 2.5"Shell Mod B 96 Shells 24/4 | 1 | 96 | 439.00 |
| 2.5" FC - Titanium Salute | 4 | 48 | 348.00 |
| Total 2.5 INCH | | 6 | 240 |
| 3 INCH | | | |
| 3" Shell Mod A 72 Shells 24/3 | 1 | 72 | 588.50 |
| 3" Shell Mod B 72 Shells 24/3 | 1 | 72 | 588.50 |
| Smile Face | 6 | 6 | 51.00 |
| Baseball Pattern | 6 | 6 | 51.00 |
| Blue & Red Bees | 4 | 4 | 34.00 |
| 1/2 Blue 1/2 Green Peony | 3 | 3 | 25.50 |
| Nishiki Kamuro Niagara Falls | 3 | 3 | 39.00 |
| Titanium Salute American | 4 | 4 | 88.00 |
| 3"FC-Strb Pist Fire Deity TD 2 | 2 | 20 | 215.00 |
| 3" FC Pack 1R 1W 1B TD 2.5 Sec | 1 | 30 | 276.00 |
| Total 3 INCH | | 31 | 220 |
| 4 INCH | | | |
| 4" Shell Mod A 36 Shells 18/2 | 1 | 36 | 621.50 |
| 4" Shell Mod B 36 Shells 18/2 | 1 | 36 | 621.50 |
| 4" Shell Mod C 18/2 wTails | 1 | 36 | 621.50 |
| Blue Falling Leaves | 2 | 2 | 36.00 |
| Red Falling Leaves | 2 | 2 | 36.00 |
| 4"FC-Strb Pist Fire Deity TD 2 | 1 | 8 | 181.00 |
| 4" FC Pack 1R 1W 1B TD 3 Sec | 1 | 24 | 481.00 |
| Total 4 INCH | | 9 | 144 |
| 5 INCH | | | |
| 5" Shell Mod A 18 Shells 18/1 | 1 | 18 | 497.00 |

Continued

Sales Order

Premier Pyrotechnics, Inc.

25255 Highway K
 Richland, MO 65556
 (417) 453-6765

Order Number: 0017422

Order Date: 3/31/2022

Salesperson: TS

Customer Number: 31-0009043

Confirm To:

Ship VIA

CUST

Sold To:
 City of Smithville
 107 W Main St
 SMITHVILLE, MO 64089

Display / Ship To Location:
 City of Smithville
 107 W Main St
 SMITHVILLE, MO 64089

| | | | | |
|------------------|------------------|----------------|----------------------|-----------------|
| Show Type | Show Date | Terms | Customer P.O. | Ship VIA |
| E Turnkey | 07/01/2022 | Due on Receipt | | CUST |

| Item Description | Ordered | Shot Count | Ext Amount |
|---------------------------------------|---------|------------|------------|
| 5" Shell Mod B 18 Shells 18/1 | 1 | 18 | 497.00 |
| 5" Shell Mod C 18 Shells w/Tail | 1 | 18 | 497.00 |
| 5" Shell Mod D 18 Shells 18/1 | 1 | 18 | 497.00 |
| 5" FC Strb Pist Fire Deity 2SEC | 1 | 6 | 204.50 |
| 5" FC Pack 1R 1W 1B TD 3.5 Sec | 1 | 18 | 549.00 |
| Total 5 INCH | | 6 | 96 |
| 6 INCH | | | |
| 6" Shell Module A 9 Shells 9/1 | 1 | 9 | 484.00 |
| 6" Shell Module B 9 Shells 9/1 | 1 | 9 | 484.00 |
| 6" Shell Mod C 9 Shells w/Tail | 2 | 18 | 968.00 |
| 6" Shell Module D 9 Shells 9/1 | 1 | 9 | 484.00 |
| Total 6 INCH | | 5 | 45 |
| Aerial Shells | | 57 | 745 |
| Cakes | | | |
| 36 SHOT | | | |
| 36 S 2.5" Strb Pistil FD w/SSM | 2 | 72 | 424.00 |
| 36 Shot 2.5" R,W,B Gold Palm | 2 | 72 | 424.00 |
| Total 36 SHOT | | 4 | 144 |
| Cakes | | 4 | 144 |
| Equipment and Other | | | |
| Lead Wire 500 Feet | 1 | | 40.00 |
| Free Fusee | 3 | | 0.00 |
| 2 Meter Elec Match QUICK P | 250 | | 275.00 |
| 5 Meter Elec Match QUICK P | 100 | | 155.00 |
| 3 Meter Elec Match QUICK P | 100 | | 125.00 |
| 3 Meter Elec Match W QUICK P | 25 | | 65.00 |
| Custom and Other Display Items | | | |
| Shooter Fee | | | 1,600.00 |
| Insurance Fee | | | 1,422.66 |

Show Type
ETurnkey

Show Date
07/01/2022

Terms
Due on Receipt

Customer P.O.

Ship VIA
CUST

Order Number
0017422

| Item Description | Ordered | Shot Count | Ext Amount |
|-----------------------|---------|----------------------------|------------------|
| Shipping and Handling | | | 550.00 |
| | | Net Order: | 16,023.16 |
| | | Administrative Adjustment: | 23.16- |
| | | Sales Tax: | 0.00 |
| | | Order Total: | 16,000.00 |

Grand total of 889 shots in display.





Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1049, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1049, approving a water and wastewater leak adjustment request.

SUMMARY:

The City has received notice from Greg Wilson, a residential utility billing customer, of a repaired water leak and her request for a water leak adjustment. All requirements set forth in Ordinance 2989-18 have been met.

On or about February 24, 2022, the Utilities Department obtained electronic reads of water usage for the month of February. Those reads were uploaded to the billing system later and same day which provides warnings for customers with no, little, or high usage.

Following the month of the February billing cycle, Mr. Wilson had started the cycle with a read of 310 and finished the February cycle with a read 458, which resulted in consumption of 14,800 gallons. The March billing cycle also indicated a high amount of useage totaling 27,900 gallons. These amounts are more than twice his established monthly average. As required by Ordinance 2989-18, Mr. Wilson has provided proof of repair/maintenance of broken pipe which caused the high usage during the February and March billing cycles.

If approved, the leak adjustment would issue a credit of \$207.71 to Mr. Wilson's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$207.71.

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 |

Other: Repair Documentation

RESOLUTION 1049

A RESOLUTION APPROVING A WATER LEAK ADJUSTMENT REQUEST.

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

WHEREAS, Greg Wilson, a residential utility billing customer with account 06-001110-03, has notified the City of a water leak and is requesting a leak adjustment; and,

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$207.71;

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

A water and wastewater leak adjustment in the amount of \$207.71 shall be credited to account 02-006070-00 of residential utility billing customer Greg Wilson.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Sara Dejanes**
 Utility Service Address: **209 W Meadow**
 Utility Account Number: **02-003291-05**

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

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

City's normal water rate (per 1,000 gallons): \$8.33
 Average monthly water usage for this property: 6,650 gallons

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

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

- If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.
 If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

City's normal wastewater rate (per 1,000 gallons): \$6.68
 Average monthly wastewater usage for this property: 6,650 gallons
 Was the leak inside or outside the home: outside
 Was the wastewater billed winter average or actual usage: actual usage

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

| MONTH 1 | |
|--|--------------|
| Original Water Bill Amount | |
| 16,900 gallons @ 8.33 per 1,000 gallons = | 140.78 |
| Adjusted Water Bill Amount | |
| 13,300 gallons @ 8.33 per 1,000 gallons = | 110.79 |
| + 3,600 gallons @ 4.98 per 1,000 gallons = | 17.93 |
| | 128.72 |
| Water Discount = | 12.06 |
| Original Wastewater Bill Amount | |
| 16,900 gallons @ 6.68 per 1,000 gallons = | 112.89 |
| Adjusted Wastewater Bill Amount | |
| 6,650 gallons @ 6.68 per 1,000 gallons = | 44.42 |
| Wastewater Discount = | 68.47 |

| MONTH 2 (if applicable) | |
|---|---------------|
| Original Water Bill Amount | |
| 27,200 gallons @ 8.33 per 1,000 gallons = | 226.58 |
| Adjusted Water Bill Amount | |
| 13,300 gallons @ 8.33 per 1,000 gallons = | 110.79 |
| + 13,900 gallons @ 4.98 per 1,000 gallons = | 69.22 |
| | 180.01 |
| Water Discount = | 46.57 |
| Original Wastewater Bill Amount | |
| 27,200 gallons @ 6.68 per 1,000 gallons = | 181.70 |
| Adjusted Wastewater Bill Amount | |
| 6,650 gallons @ 6.68 per 1,000 gallons = | 44.42 |
| Wastewater Discount = | 137.28 |

Total Discount = 264.38



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Greg Wilson

Utility Service Address: 209 W Woods

Utility Account Number: 02-0006070-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$ 207.71 at the Board of Alderman meeting on 4/19/2022.

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

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

Greg Wilson
Customer's Signature

4-6-2022
Date



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1050, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1050, approving a water and wastewater leak adjustment request.

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

On or about January 26, the Utilities Department obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system later and same day which provides warnings for customers with no, little, or high usage.

Following the month of the January billing cycle, Sara Dejanas had started the cycle with a read of 1266 and finished the January cycle with a read of 1435, which resulted in consumption of 16,900 gallons. This amount was more than twice the established monthly average. Following the month of the February billing cycle, Sara Dejanas had started the cycle with a read of 1435 and finished the January cycle with a read of 1707, which resulted in consumption of 27,200 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Sara Dejanas has provided proof of repair/maintenance of the leak which caused the high usage during the January and February billing cycles.

If approved, the leak adjustment would issue a credit of \$264.38 to Sara Dejanas' utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$264.38.

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: Repair Documentation | |

RESOLUTION 1050

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST.

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

WHEREAS, Sara Dejanas, a residential utility billing customer with account 02-003291-05, has notified the City of a water leak and is requesting a leak adjustment; and,

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$264.38;

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

A water and wastewater leak adjustment in the amount of \$264.38 shall be credited to account 02-003291-05 of residential utility billing customer Sara Dejanas.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Sara Dejanes**
 Utility Service Address: **209 W Meadow**
 Utility Account Number: **02-003291-05**

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

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

City's normal water rate (per 1,000 gallons): \$8.33
 Average monthly water usage for this property: 6,650 gallons

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

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

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

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

City's normal wastewater rate (per 1,000 gallons): \$6.68
 Average monthly wastewater usage for this property: 6,650 gallons

Was the leak inside or outside the home: outside

Was the wastewater billed winter average or actual usage: actual usage

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

| MONTH 1 | |
|--|--------------|
| Original Water Bill Amount | |
| 16,900 gallons @ 8.33 per 1,000 gallons = | 140.78 |
| Adjusted Water Bill Amount | |
| 13,300 gallons @ 8.33 per 1,000 gallons = | 110.79 |
| + 3,600 gallons @ 4.98 per 1,000 gallons = | 17.93 |
| | 128.72 |
| Water Discount = | 12.06 |
| Original Wastewater Bill Amount | |
| 16,900 gallons @ 6.68 per 1,000 gallons = | 112.89 |
| Adjusted Wastewater Bill Amount | |
| 6,650 gallons @ 6.68 per 1,000 gallons = | 44.42 |
| Wastewater Discount = | 68.47 |

| MONTH 2 (if applicable) | |
|---|---------------|
| Original Water Bill Amount | |
| 27,200 gallons @ 8.33 per 1,000 gallons = | 226.58 |
| Adjusted Water Bill Amount | |
| 13,300 gallons @ 8.33 per 1,000 gallons = | 110.79 |
| + 13,900 gallons @ 4.98 per 1,000 gallons = | 69.22 |
| | 180.01 |
| Water Discount = | 46.57 |
| Original Wastewater Bill Amount | |
| 27,200 gallons @ 6.68 per 1,000 gallons = | 181.70 |
| Adjusted Wastewater Bill Amount | |
| 6,650 gallons @ 6.68 per 1,000 gallons = | 44.42 |
| Wastewater Discount = | 137.28 |

Total Discount = 264.38



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Sara Dejanas

Utility Service Address: 209 W Meadow

Utility Account Number: 02-003291-05

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$264.38 at the Board of Alderman meeting on 4/19/22.

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

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

Sara Dejanas
Customer's Signature

4/12/22
Date

RoyalTee Plumbing

8725 N. Lathrop Drive
 Kansas City, MO 64155
 (816)681-1186



Invoice # : 10220
Acc / Cust # : 67
Technician: Jasen H
Date: 01/20/2022

Billing Address:

Takedown Investments
 1721 NE 79th Ct.
 Kansas City MO 64118

(816) 590-3621
 ccinvestments34@gmail.com

Service Address:

Takedown Investments
 Chad Coons
 209 S. Meadow St
 Smithville MO 64089

(816) 590-3621
 ccinvestments34@gmail.com

| TASK | WORK DESCRIPTION | WARRANTY | RATE | QTY | TOTAL |
|------|---|----------|--------|------|--------|
| 0000 | Cleared main line, had to run approximately 200' line is clear and flowing properly now | 30 day | 200.00 | 1.00 | 200.00 |
| | | | | | |
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|--------------------|---|------------------|--|
| Service Agreement: | N/A | | |
| Customer PO/WO: | | Customer Auth #: | |
| Recommendations: | Run jetter in pipe when it warmer outside | | |

| | | | | |
|---|---|--|---|------------|
| Terms & Conditions / Approval / Start Override: jh Completion Override: jh | Method of Payment - Billing | | Change Order: | |
| | Waiver Of Right Override: jh <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Other jh _____ | | Sub Total: \$ 200.00 Tax: (0%) \$ 0.00 Estimate: \$ 0.00 Grand Total: \$ 200.00 Amount Paid / Adjustment: \$ 0.00 Balance Due: \$ 200.00 | Thank You! |
| When mailing a check, please include invoice number 10220 on your check. | | | Thank You! | |

Make Payable To: RoyalTee Plumbing, 8725 N. Lathrop Drive Kansas City MO 64155

For a copy of Terms & Conditions / Waiver that were signed in the presence of technician, please visit: royaltee.skyboss.com/TAndC/1

RoyalTee Plumbing

8725 N. Lathrop Drive
Kansas City, MO 64155
(816)681-1186
RoyalTeePlumbing



Authorization to Start Work

Home Improvement Contract

I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **RoyalTee Plumbing** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that **RoyalTee Plumbing** will only perform the work outlined above unless it obtains a further agreement from me.

Terms & Conditions:

- 1. RoyalTee Plumbing** does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **RoyalTee Plumbing** is covered by the manufacturer's warranty only. Customer shall have no recourse against **RoyalTee Plumbing** for the defects in parts utilized. This warranty is limited to defects in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **RoyalTee Plumbing** of the defect and shall allow **RoyalTee Plumbing** the opportunity to complete repairs of the defective workmanship. This remedy is exclusive. If customer fails to notify **RoyalTee Plumbing** of the alleged defect in workmanship and not allow **RoyalTee Plumbing** the opportunity to repair the defect, customer shall have no remedy at law.
- 2. Limitations of Liability.** Customer understands and agrees that **RoyalTee Plumbing** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees that **RoyalTee Plumbing** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.
- 3. Resolution of Disputes.** A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **RoyalTee Plumbing** . B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.
- 4. Attorney's Fees.** It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional rights to recover his/her attorney's fees and costs in addition to the cost of the action itself.
- 5. Entire Contract.** This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the work to be performed by **RoyalTee Plumbing** . Should any one or more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.
- 6. Amendments.** Amendments to this agreement may only be made in writing and signed by Change Order.
- 7. Warranty of Ownership.** Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **RoyalTee Plumbing** will commence work.
- 8. Force Majeure.** **RoyalTee Plumbing** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated.
- 9. Mold Release.** **RoyalTee Plumbing** makes no representation or warranty, express, implied, or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organisms. Contractor shall have no duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair,

RoyalTee Plumbing

8725 N. Lathrop Drive
Kansas City, MO 64155
(816)681-1186
RoyalTeePlumbing



replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

Mechanic's Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record a mechanic's lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20 Day Preliminary Notice this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **Protect yourself from liens.** You can protect yourself from liens by getting a list of all subcontractors, laborers and suppliers that work on your project. Make sure every person has been paid in full after completion of each phase in writing. **Remember, If you do nothing, You risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

RoyalTee Plumbing

8725 N. Lathrop Drive
Kansas City, MO 64155
(816)681-1186
RoyalTeePlumbing



COMPLETION ACCEPTANCE OF WORK PERFORMED

I acknowledge satisfactory completion of the work designated on this invoice and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I am liable for the check and any and all charges from the bank. I agree to pay 1.75% per month for past due amounts (minimum charge \$30). In the event that the collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all attorney's fees and collection costs. I agree that the amount set forth in the space marked "Total" is the total price I have agreed to pay today. In the event if I am unsatisfied with the work, I will contact this company prior to posting to any online forums, websites, social media, or review sites. I agree to give **RoyalTee Plumbing** the opportunity to address my un-satisfaction. Any comment or review posted anywhere on the internet must be removed immediately until **RoyalTee Plumbing** is contacted via phone call to **RoyalTee Plumbing**, and you have spoken directly with The OWNER to address the issue. In the event that my grievances cannot be resolved to my satisfaction, I agree to post the full story of our conversation and interaction with any social media posting (which includes reviews to Yelp!, Home Advisor, Angie's List, Google, Facebook etc.). If my comments and/or reviews are missing the complete story, the post must be immediately removed and will result in legal action by **RoyalTee Plumbing**.

RoyalTee Plumbing

8725 N. Lathrop Drive
Kansas City, MO 64155
(816)681-1186
RoyalTeePlumbing

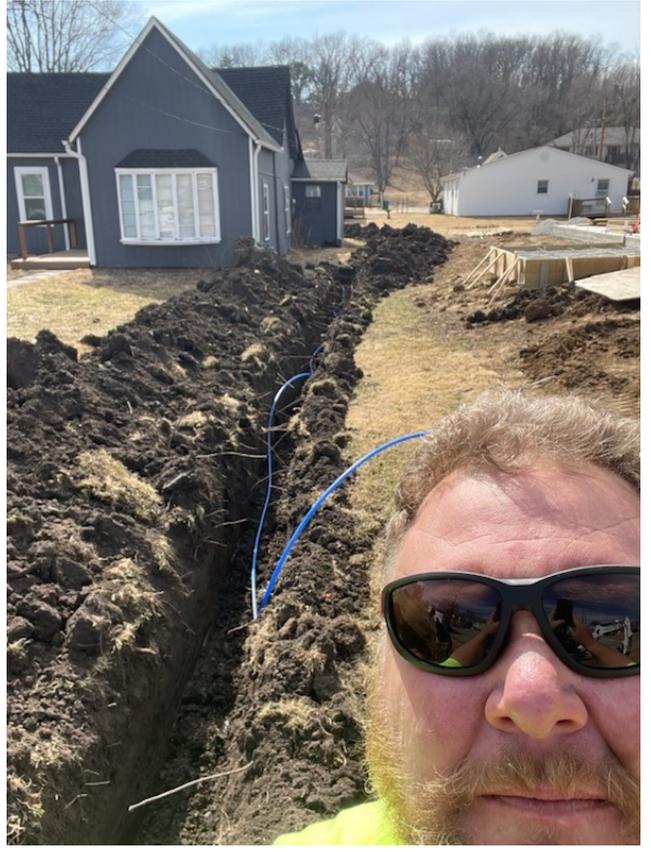


Waive your right to cancel

You the consumer can waive your right to cancel the contract if it is a real emergency in which you the consumer needs the goods or services immediately and cannot wait for the cancellation period to end. (Waive means to give up a right with knowledge of the right and the effect of the waiver.) All of the following must be true in order for the waiver to be valid: I. The contract must be for emergency or immediate necessity repairs or services which are necessary for the immediate protection of people or property; II. The consumer, the consumer's agent, or the consumer's insurance representative must have initiated the contract; and The consumer must sign the signature box approving the work to be started and acknowledges and waives the consumer's right to cancel. By acknowledging you read this form, you agree to let this take the place of the hand written statement being this is a paperless transaction. I will notify [COMPANY NAME] of any alleged damages incurred as a result of the work completed within 24 Hours, in writing by mail or by email. Mailing Address: [FULL ADDRESS] email: [COMPANY EMAIL]

Right of Cancellation

Three day right to cancel: You, the Homeowner, who enter into contracts with contractors to improve, remodel or repair your home, have a right to cancel the contract, without any penalty or obligation, within three business days after signing the contract by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you have received a signed and dated copy of the contract that includes this notice. Include your name, address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 TEN days of receiving the notice of cancellation. You must return any and all goods provided by the contractor in the condition you received them. Contractor has 20 days to remove all goods from your property. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.





Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1051 – Authorize Mayor to sign an agreement with Mid-America Regional Council (MARC)

RECOMMENDED ACTION:

Motion to approve Resolution 1051, authorizing the Mayor to sign an agreement with MARC to participate in the Regional Preventive Maintenance program

SUMMARY:

The Kansas City Metropolitan Planning Area is receiving approximately \$8.5 million from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA). These funds will be distributed to cities and counties located in the KC metropolitan planning area to address deferred maintenance needs on local roadways based on population.

MARC will coordinate with MoDOT to secure funding for administration, preliminary engineering, construction inspection and preventive maintenance contracts. The City will identify local roads meeting the criteria for the Regional Preventive Maintenance program.

Based on Smithville's population, we will receive a CRRSAA allocation to participate in the RPM program in an amount up to but not to exceed \$58,068. The program will focus on local roadways not on the Federal Aid Highway System. These streets will be local / residential. The program is 100% Federal Funds, no local match required up to the maximum amount.

PREVIOUS ACTION:

None

POLICY ISSUE:

Continued service and infrastructure maintenance.

FINANCIAL CONSIDERATIONS:

The project is intended to be bid and constructed in 2023. The program is 100% Federal Funds up to the City's appropriation of \$58,068.

ATTACHMENTS:

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

RESOLUTION 1051

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC)

WHEREAS, MARC is administering the Missouri Regional Preventive Maintenance (RPM) program using Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) funds to support preventive maintenance activities on local roadways to address deferred maintenance needs for area cities and counties located within the Kansas City metropolitan planning area in Missouri; and

WHEREAS, funds received will be used to conduct mill and overlay and/or micro surfacing maintenance on roadways; and

WHEREAS, local jurisdictions are to receive an allocation based upon population; and

WHEREAS, the City of Smithville's allocation is not to exceed \$58,068.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, that the Mayor is authorized to execute an agreement with the Mid-America Regional Council for participation in the Missouri Regional Preventive Maintenance program.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 19th day of April, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

REGIONAL PREVENTIVE MAINTENANCE PROGRAM

AGREEMENT

PARTIES: City of Smithville, Missouri, hereinafter referred to as the “Partner”

Mid-America Regional Council, hereinafter referred to as “MARC”

PURPOSE: The Regional Preventive Maintenance program (here in after known as “RPM”) will use Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) funds to support preventive maintenance activities on local roadways to address deferred maintenance needs for area cities and counties located within the Kansas City metropolitan planning area in Missouri. Funds received will be used to conduct Mill & Overlay and/or Micro Surfacing maintenance on roadways as detailed in Article I.

The program is intended to facilitate the following objectives:

- Maximize federal funds at 100% participation to the extent possible;
- Use CRRSAA funds for program administration, preliminary engineering, preventive maintenance activities and construction engineering;
- Focusing on local roadways not on the Federal Aid Highway system to provide maximum flexibility in implementing the program;
- Focusing on routes that connect neighboring jurisdictions, where practical;
- Grouping multiple jurisdictions’ roadways into a small set of consolidated preventive maintenance contracts for economies of scale;
- Offering options for both Mill & Overlay and Micro Surfacing contracts as needed.

EFFECTIVE Parties mutually agree to Articles I, II, and III in accordance with this Agreement from the (start date) until the (end date).

ARTICLE I

PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC’s project manager and the project’s preliminary and construction engineering teams.
2. To participate in the RPM program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the RPM project.
3. To identify roadways within their jurisdiction to be included in the RPM in consultation with MARC, avoiding route(s) that will require costly retrofits under Americans With Disabilities Act requirements or completing required ADA upgrades with local funds.
4. Avoid routes:
 - a. Assumed or deemed controversial.

- b. Require purchasing rights of way that is beyond the customary practice/cost of similar preventive maintenance projects
 - c. Requiring public engagement that is beyond public engagement practices of similar preventive maintenance projects.
 - d. Requiring extensive base or pavement repair
 - e. That are existing locally funded projects requiring completion.
5. To select local roadways not on the Federal Aid Highway system.
 6. To select a Mill & Overlay and/or Micro Surfacing preventive maintenance solution as appropriate.
 7. To allow RPM project work in their jurisdiction to be bundled or combined into bid packages and contracts including work in other jurisdictions.
 8. To use common specifications and mix designs to reduce cost and program complexity.
 9. To reimburse MARC for any project cost within the Partner's jurisdiction above and beyond the Partner's CRRSAA allocation in Article III.
 10. Any change order, rights of way purchase, extensive/additional public engagement or request for additional services must be submitted through MARC to the contracted contractor. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Partner.
 11. Partner is aware that any rights of way and public engagement cost are attributed to their CRRSAA allocation. The balance of the allocation minus any additional cost will be used as the Partners preventive maintenance program's allocation.
 12. To waive any and all permit expenses in connection to the RPM project.
 13. To provide final approval of project deliverables.
 14. Final selection of proposed route(s) is vested in MARC in consultation with the Partner.
 15. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

ARTICLE II

MARC AGREES:

1. To provide a project manager, conduct project and program management.
2. To work with MoDOT to secure funding for administration, preliminary engineering, construction inspection and preventive maintenance contracts.
3. To work with MoDOT and Partner jurisdictions to procure engineering and construction services,
4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
5. To ensure RPM partners' agreements adequately cover program terms and costs,

6. To allocate CRRSAA funds for RPM program activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage RPM project development activities and requirements,
8. To conduct RPM project lettings,
9. To manage construction inspection and federal grant reporting activities, as needed.
10. To ensure that RPM project consultants and contractors follow federal, state and local laws for engineering and job site safety and construction.
11. To accept project completion only with Partner approval.
12. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
13. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability,
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- d. No Contractual Liability Limitation Endorsement,
- e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- a. Workers' Compensation Statutory
- b. Employers' Liability with limits of:
 - i. \$100,000 each accident
 - ii. \$500,000 disease –policy limit
 - iii. \$100,000 disease - each employee

3. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. The Partner will receive a CRRSAA allocation to participate in the RPM program in an amount up to but will not exceed \$58,068.
2. The RPM Program is funded completely by CRRSAA funding and local match participation is not required.
3. Any cost beyond the Partner's CRRSAA allocation is the responsibility of the Partner.
4. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.
5. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. Seq.
6. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
7. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
8. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Smithville, Missouri

David Warm
Executive Director

Name
Damien Boley, Mayor

Title

Date: _____

Date: April 19, 2022

Attest: _____
Linda Drummond, City Clerk

Exhibit A
2020 Census Population Data by City by County

Missouri Cities and Counties in the Metropolitan Planning Area

| | 2020 | | Minimum | | Total Allocation |
|-------------------------------|----------------|--------|----------------|--------------------|------------------|
| | Population (1) | Pop % | Allocation (2) | Pop Allocation (3) | |
| MARC MPO (Missouri) | 1,140,568 | 100.0% | \$ 350,000 | \$ 6,364,666 | \$ 6,714,666 |
| Cass County | 107,824 | 9.5% | | | \$ - |
| Belton | 23953 | 2.1% | | \$ 133,664 | \$ 133,664 |
| Harrisonville | 10121 | 0.9% | | \$ 56,478 | \$ 56,478 |
| Kansas City (pt.) | 104 | 0.0% | \$ - | \$ 580 | \$ 580 |
| Lee's Summit (pt.) | 2670 | 0.2% | \$ - | \$ 14,899 | \$ 14,899 |
| Peculiar | 5621 | 0.5% | \$ 50,000 | | \$ 50,000 |
| Pleasant Hill (pt.) | 8766 | 0.8% | \$ 50,000 | | \$ 50,000 |
| Raymore | 22941 | 2.0% | | \$ 128,017 | \$ 128,017 |
| Balance of Cass County (4) | 33,648 | 3.0% | | \$ 187,765 | \$ 187,765 |
| County Subtotal | 93,437 | 8.2% | \$ 100,000 | \$ 521,403 | \$ 621,403 |
| Clay County | 253,335 | 22.2% | | | \$ - |
| Excelsior Springs (pt.) | 10372 | 0.9% | | \$ 57,878 | \$ 57,878 |
| Gladstone | 27063 | 2.4% | | \$ 151,019 | \$ 151,019 |
| Independence (pt.) | 0 | 0.0% | \$ - | \$ - | \$ - |
| Kansas City (pt.) | 138178 | 12.1% | | \$ 771,069 | \$ 771,069 |
| Kearney | 10404 | 0.9% | | \$ 58,057 | \$ 58,057 |
| Liberty | 30167 | 2.6% | | \$ 168,340 | \$ 168,340 |
| North Kansas City | 4467 | 0.4% | \$ 50,000 | | \$ 50,000 |
| Smithville (pt.) | 10406 | 0.9% | | \$ 58,068 | \$ 58,068 |
| Balance of Clay County (4) | 22,278 | 2.0% | | \$ 124,317 | \$ 124,317 |
| County Subtotal | 248,868 | 21.8% | \$ 50,000 | \$ 1,388,748 | \$ 1,438,748 |
| Jackson County | 717,204 | 62.9% | | | \$ - |
| Blue Springs | 58603 | 5.1% | | \$ 327,020 | \$ 327,020 |
| Grain Valley | 15627 | 1.4% | | \$ 87,203 | \$ 87,203 |
| Grandview | 26209 | 2.3% | | \$ 146,253 | \$ 146,253 |
| Greenwood (pt.) | 5700 | 0.5% | \$ 50,000 | | \$ 50,000 |
| Independence (pt.) | 123011 | 10.8% | | \$ 686,433 | \$ 686,433 |
| Kansas City (pt.) | 316456 | 27.7% | | \$ 1,765,907 | \$ 1,765,907 |
| Lee's Summit (pt.) | 98438 | 8.6% | | \$ 549,310 | \$ 549,310 |
| Oak Grove (pt.) | 8058 | 0.7% | \$ 50,000 | | \$ 50,000 |
| Pleasant Hill (pt.) | 11 | 0.0% | | | \$ - |
| Raytown | 30012 | 2.6% | | \$ 167,475 | \$ 167,475 |
| Balance of Jackson County (4) | 35,090 | 3.1% | | \$ 195,811 | \$ 195,811 |
| County Subtotal | 703,446 | 61.7% | \$ 100,000 | \$ 3,925,412 | \$ 4,025,412 |
| Platte County | 106,718 | 9.4% | | | \$ - |
| Kansas City (pt.) | 53352 | 4.7% | | \$ 297,718 | \$ 297,718 |
| Parkville | 7117 | 0.6% | \$ 50,000 | | \$ 50,000 |
| Platte City | 4784 | 0.4% | \$ 50,000 | | \$ 50,000 |
| Balance of Platte County (4) | 41,465 | 3.6% | | \$ 231,385 | \$ 231,385 |
| County Subtotal | 94,817 | 8.3% | \$ 100,000 | \$ 529,104 | \$ 629,104 |
| Multi-County Cities: | | | | | |
| Kansas City | 508,090 | 44.5% | \$ - | \$ 2,835,274 | \$ 2,835,274 |
| Lee's Summit | 101,108 | 8.9% | \$ - | \$ 564,209 | \$ 564,209 |
| Pleasant Hill | 8,777 | 0.8% | \$ 50,000 | | \$ 50,000 |

Notes:

- (1) Source US Census Bureau.
- (2) Minimum \$50,000 allocation to cities with population between 5,000 to 9,999.
- (3) Allocation by % population to cities over 10,000 population.
- (4) Counties to receive remaining population funding that is not allocated to cities above 5,000 population.



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Election of Mayor Pro-Tem

RECOMMENDED ACTION:

The Board should make nominations to elect their representative to serve as Mayor Pro-Tem and 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: | |



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Election of Planning and Zoning Commission Member

RECOMMENDED ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Planning and Zoning Commission.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Planning and Zoning Commission. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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| <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: | |



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Election of Economic Development Committee Member

RECOMMENDED ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Economic Development Committee.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Economic Development Committee. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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| <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: | |



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration

AGENDA ITEM: Election of Parks and Recreation Committee Member

RECOMMENDED ACTION:

The Board should make nominations and roll call vote.

SUMMARY:

The Board of Aldermen are required to elect a member to serve on the Parks and Recreation Committee.

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Parks and Recreation Committee. The process is similar to the appointment of Mayor Pro-Tem.

PREVIOUS ACTION:

This is an annual event.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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|---------------------------------------|-----------------------------------|
| <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: | |



Board of Alderman Request for Action

MEETING DATE: 4/19/2022

DEPARTMENT: Administration/Finance

AGENDA ITEM: Appointments to the Finance Committee

RECOMMENDED ACTION:

Mayor will make nominations and the Board will vote.

SUMMARY:

The Mayor will make nominations for the Finance Committee.

Appointments to committees and boards are needed regularly. The Mayor will make nominations and the Board will vote.

Finance Committee – Alderman Hartman
Alderman Russell

A vote will be needed for each nomination.

PREVIOUS ACTION:

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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|---------------------------------------|-----------------------------------|
| <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: | |