



City of Smithville, Missouri
Board of Aldermen – Special Session Agenda
7:00 p.m. Monday, August 28, 2023
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.

Public Comment can be made in person or via Zoom, if by Zoom please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting to be sent the meeting Zoom link.

Join Zoom Meeting
<https://us02web.zoom.us/j/83006660140>

Meeting ID: 830 0666 0140
Passcode: 883838

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Agenda**
 - **Minutes**
 - July 18, 2023 Board of Aldermen Work Session Minutes
 - July 18, 2023 Board of Aldermen Regular Session Minutes
 - August 1, 2023 Board of Aldermen Regular Session Minutes
 - **Financial Report**
 - Finance Report for July 2023
 - **Resolution 1251, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Smithville Main Street District's whiskey vendors for the Whiskey Trail to be held Saturday, September 23, 2023.
 - **Resolution 1252, Municipal Lease Agreement for Tractor and Boom Mower**

A Resolution authorizing the city to enter into a lease purchase agreement for a tractor and boom mower attachment.
 - **Resolution 1253, Tyler Technology ERP Pro 10 Migration**

A Resolution approving the City to proceed with software migration to Tyler Technologies ERP Pro 10.
 - **Resolution 1254 SBR Basins Cleanings, Repairs and Maintenance**

A Resolution approving SBR (sequencing batch reactor) basin cleaning, maintenance, and repair project at the wastewater treatment plant.
 - **Resolution 1255, Purchase of Winter Materials**

A Resolution authorizing the purchase of winter materials from Central Salt, LLC for the 2023-2024 winter season.
 - **Resolution 1256, Emergency Purchase**

A Resolution authorizing emergency repair of the storm sewer on Richardson Street.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. **Committee Report**
 - Finance Committee
 - Economic Development Committee

- Parks and Recreation Committee
- Mayor's Special Advisory Committee on Seniors and Facility Needs

5. City Administrator's Report

ORDINANCES & RESOLUTIONS

- 6. Bill No. 2999-23, Amending Chapter 640 Peddlers, Solicitors and Canvassers – 2nd Reading**
An Ordinance amending Chapter 640 concerning Peddlers, Solicitors and Canvassers. 2nd reading by title only.
- 7. Bill No. 3000-23, Conditional Use Permit – Transfer Station – 2nd Reading**
An Ordinance approving a conditional use permit for a transfer station at 14820 North Industrial Drive on land zoned I-1. 2nd reading by title only.
- 8. Bill No. 3001-23, Ballot Language for 1/2% Public Safety Sales Tax – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance calling for the question of imposing a ½% sales tax for public safety on the ballot for the November 7, 2023 election. 1st and 2nd reading by title only.
- 9. Bill No. 3002-23, Amending Section 705.110 Commercial Wastewater Leak Adjustment – 1st Reading**
An Ordinance repealing Ordinance Section 705.110 water and wastewater leak adjustment and enacting in its place a new Ordinance Section 705.110 water and wastewater leak adjustment. 1st reading by title only.
- 10. Bill No. 3003-23, Amending Section 700.040 Service Connection Fees - 1st Reading**
An Ordinance amending Section 700.040 of the Code of Ordinances. 1st reading by title only.
- 11. Resolution 1257, MOU with Smithville School District**
A Resolution authorizing the Mayor to sign a Memorandum of Understanding (MOU) with Smithville R-II School District.
- 12. Resolution 1258, Engineering Authorization No. 101 for Stonebridge Lift Station**
A Resolution authorizing and directing the Mayor to execute Authorization No. 101 with HDR Engineering, Inc. for engineering services for Stonebridge Lift Station and Force Main Improvements.
- 13. Resolution 1259, Renewal Agreement - Camp Host**
A Resolution authorizing renewal of an agreement with Janet Terry and Chris Dunkin for camp host services at Smith's Fork Campground.
- 14. Resolution 1260, Change Order No. 3, Fourth Street Terrace**
A Resolution approving Change Order No. 3 with Menke Excavating for Fourth Street Terrace in the amount of \$89,936.67.

OTHER MATTERS BEFORE THE BOARD

- 15. Public Comment**
Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
- 16. New Business From The Floor**
Pursuant to the order of business policy, members of the Board of Aldermen may request a new business item appear on a future meeting agenda.
- 17. Adjourn**





Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT:

Administration/Finance/Utilities/Parks/Police

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
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 - July 18, 2023 Board of Aldermen Regular Session Minutes
 - August 1, 2023 Board of Aldermen Regular Session Minutes
- **Financial Report**
 - Finance Report for July 2023
- **Resolution 1251, Agreement Renewal – Camp Host**

A Resolution authorizing renewal of an agreement with Janet Terry and Chris Dunkin for camp host services at Smith's Fork Campground.
- **Resolution 1252, Temporary Liquor License**

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A Resolution authorizing the purchase of winter materials from Central Salt, LLC for the 2023-2024 winter season.
- **Resolution 1257, Emergency Purchase**

A Resolution authorizing emergency repair of the storm sewer on Richardson Street.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

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 checked="" type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Finance Report | |

SMITHVILLE BOARD OF ALDERMEN

WORK SESSION

July 18, 2023, 5:00 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 5:00 p.m. A quorum of the Board was present: Melissa Wilson, Ronald Russell, Marv Atkins, Dan Ulledahl and Leeah Shipley. Dan Hartman was present via Zoom.

Staff present: Cynthia Wagner, Gina Pate, Captain Tony Roetman, Chuck Soules, Matt Denton, Stephen Larson and Linda Drummond.

2. Discussion FY2023 Employee Handbook

Gina Pate, Assistant City Administrator, presented the FY2023 Employee Handbook recommended updates.

1. Added language to incorporate CBD (hemp oil) products into the Alcohol & Controlled Substance Use, Abuse & Testing Policy (Section 3-2).

CBD (hemp oil) products are not approved or regulated by the FDA. CBD oil can contain THC. The City cannot comment, condone, or guide employees who choose to use such products. All CBD oils are not created equal and therefore may, in fact, cause a positive drug screen. All positive drug tests will follow the same corrective actions outlined in this policy.

2. Revising language associated with the introductory period for new hire law enforcement personnel (Section 5-2).

All original appointments and re-employments to full-time and part-time positions shall be tentative and subject to an introductory period. For entry-level personnel in the law enforcement department, this period shall be for six (6) months after the successful completion of the Field Training Program. All other appointments shall be subject to an introductory period of at least six (6) months.

3. Added clarifying language for absences immediately prior to or following a City Paid Holiday (Article 9).

Any employee absent without authorized leave on the day preceding and/or following a holiday shall not receive regular compensation for the holiday. Employees may not work additional hours prior to or following a holiday to prevent use of leave time on regularly scheduled work days immediately preceding and/or following a holiday. An employee must work their fully assigned shifts or be absent using vacation leave, sick leave with a physician's note, or pre-approved sick leave for a doctor's appointment, on the employee's regularly scheduled workday immediately preceding the holiday, on the day of the holiday (if scheduled to work), and the employee's regularly scheduled workday immediately following the holiday to receive his/her holiday pay.

Alderman Russell asked why the changes for the Police Department, what was the reason for the reduction.

Gina explained that it was originally one year and a lot longer than other employees.

Cynthia noted that this change brings the Police Department inline with all the other employees. All employees are continually reviewed, and the Police Department does it on a more consistent basis.

Alderman Wilson asked how long the field training lasts.

Captain Roetman explained that it is done in three phases, six weeks, six weeks and four weeks.

Cynthia explained that is the normal Field Training Officers (FTO) program but can be extended based on their review.

Alderman Wilson asked if that would be another 16 weeks potentially if everything goes well.

Cynthia noted it would be a minimum of 16 weeks.

3. Discussion FY2023 Compensation Plan

Gina Pate, Assistant City Administrator, presented the recommended updates to the FY2024 compensation Plan.

The purpose of the Compensation Plan is to define the philosophy of compensation in the City of Smithville for regular employees, and to specifically define how compensation increases for various job classifications are determined, in accordance with Article 6 of the Employee Handbook.

This compensation plan is effective November 1, 2023 and will remain in effect until such time a subsequent compensation plan supersedes it. It is the policy of the City of Smithville to maintain fair and competitive salary ranges consistent with the economic constraints of the City and the labor market in which we compete to attract and retain qualified personnel at all levels of the organization.

Consumer Price Index Adjustment

It is the intent of the City of Smithville to provide cost of living adjustments to the pay grade schedule, subject to the discretion of the Board of Aldermen. For the purposes of this section, "consumer price index" means, for any fiscal year, the previous year's total consumer price index from July 1 through June 30, using the official current base, compiled by the bureau of labor statistics, United States department of labor for all urban consumers (CPI-U) for the Midwest Region.

The Mid-West Region Consumer Price Index for the period of June 1, 2022, through June 30, 2023 was 2.4%. The 2023-2024 compensation plan reflects a 3% cost of living adjustment to the pay ranges. This adjustment helps to keep the City's compensation plan competitive in the market.

Merit

Each Spring, the City conducts performance evaluations for all full-time and part-time employees. Employees are eligible for a merit pay adjustment based on their performance throughout the year. In past years, the City has budgeted merit increases generally in the range of 2-3% and employees receive the pay adjustment in May.

Each employee submits a self-evaluation of their An evaluation of “successful” or better is required to qualify employees for a pay increase within the range of their classification. In past years, the City has budgeted merit increases generally in the range of 2-3% and employees receive the pay adjustment in May.

Retirement

The City of Smithville participates in the Missouri Local Government Employees Retirement System (LAGERS). Individual pension benefits are based on the benefit multiplier, final average salary, and credited service. Smithville participates in the program at the L-7 level, which is a 1.5% multiplier. Programs are contributory or non-contributory. Smithville is a contributory plan, meaning that employees contribute a portion of the rate paid to the system. The FY2023 Budget includes funding which allowed the contribution rate to be reduced from 4% to 2% of gross salary.

2024 Draft Budget

As discussed at previous work sessions, the 2024 Draft Budget includes A 3% pay range increase effective November 1, 2023 and a merit pool of \$100,000 in May 2024 are included in the base FY2024 budget as currently drafted.

Employee Survey

In order to assist in review of compensation priorities, the Board of Aldermen at the May Board retreat requested feedback from staff on what enhancements they would like to see this upcoming budget year. HR surveyed staff to gauge employee feedback on potential enhancements to compensation and retirement. 36 employees completed the survey. Results are detailed below.

Alderman Russell asked what the response rate was for the survey.

Gina explained that it was just over 50% of employees that completed the survey.

In Question 1, employees were asked which they preferred: a focus on compensation only or a focus on addressing compensation and retirement. The majority of employees preferred a mix of compensation and retirement enhancements.

1. What potential enhancements would you like to see?



- Compensation only (5)
- A mix of compensation and retirement (31)

In Question 2, employees were asked to select the type of retirement change they would like to see. The majority of employees reporting selected moving from the current LAGERS program benefit of L-7 (1.5 benefit multiplier) to the L-12 (1.75 benefit multiplier). It was noted in the survey that this enhancement would increase the employee contribution from 2% to 4%.

2. If a change to retirement was made, which change would you prefer?



- Stay at L-7 (1.5% multiplier) and reduce your contribution from 2% to 0% (3)
- Move to L-12 (1.75% multiplier) and increase your contribution from 2% to 4% (28)
- Implement a match to deferred compensation (no change to LAGERS) (5)

Question 3 asked to rank four options for potential enhancements. The majority of employees prioritized moving to the L-12 benefit with a 4% employee contribution.

3. Please rank the following options based on your priority:



- 1: Increase LAGERS to L-12
- 2: Go to noncontributory for L-7
- 3: Pay range adjustment only
- 4: Deferred compensation

Continued Budget Development Discussion

As noted earlier, a CPI adjustment of 3% is contemplated in the draft budget. Staff recommends this remain.

Based on survey results, employees prioritized enhancing the retirement benefit to the L-12 (a 1.75% multiplier) level over enhancements to the deferred compensation plan.

Gina explained that LAGERS is calculated by taking three years of an employee's highest salaries times years of service and multiplied by that benefit multiplier. Going from L-7 to L-12 would increase the benefit multiplier from 1.5% to 1.75%.

Costs to change to the higher benefit are outlined below. In addition, such an enhancement to retirement would require a change back to 4% employee contribution to the plan. A future move would be to reduce the contribution to 2%. The cost to make this improvement is \$106,000, \$87,000 in the General Fund as outlined below.

*L-12 4% Contributory
General Fund \$ 87,000
CWWS \$ 19,000
Total Impact \$ 106,000*

Again, based on survey results, staff is recommending that merit increases not be implemented for FY24. Staff would use these funds to enhance the LAGERS retirement benefit to L12 (1.75 benefit multiplier. Staff will receive an official estimate from LAGERS in August 2023, it generally takes 30 days to receive the estimates. Employees would increase their contribution from 2% to 4%. The funds allocated for merit increases in past years have been approximately \$100,000.

It is the intent of the City of Smithville to implement a professional development program to replace the annual evaluation system. The City of Smithville values our employees and desires to provide opportunities for employees to grow in their positions. The purpose of this program is to provide ongoing opportunities for employee feedback and identify opportunities for professional development. The philosophy of this program is that there is the opportunity for continuous improvement at Smithville to provide the best possible services to residents and visitors of Smithville. The goal of this program is to develop employees to become more efficient and effective in their roles and provide new opportunities for leadership development.

Staff will be providing more detailed information at a future work session to review the program, and certification pay adjustments.

Next Steps

The City Administrator meets quarterly with employees in each department. The next series of meetings is scheduled for mid-July. At those meetings, these changes will be outlined, along with survey results. Should discussion from those meetings not support the survey information, staff will review and revise these recommendations as appropriate.

At this time, staff seeks direction from the Board on any changes to the pay range adjustments for CPI, the changes to the merit-based pay, and moving to the LAGERS L-12 retirement benefit.

The revised Plan will be brought back to the Board for consideration with other budget documents this fall, to be effective November 1, 2023.

Alderman Russell asked what the budget impact would be if we stayed at the same level for Lagers.

Gina explained that it would not impact the budget if we remained at L-7.

Alderman Russell asked how our level for LAGERS compares to other cities.

Gina explained that most cities are moving towards the L-6 or L-12 program, or if they are still at the L-7 level, there is no employee contribution.

Cynthia added that at the L-7 (1.5 multiplier) level, Smithville is the only city that has employees contributing. Cynthia explained that the L-6 level is a 2% contributory rate and at this time the City cannot even consider because of the cost.

Gina explained that each level in LAGERS is a step, and it is better to move up one step at a time because of the costs associated with moving up the levels. Each time that you move up a step in LAGERS you are buying up all of your employees to the new level.

Gina noted that she and Cynthia have two more departmental meetings with employees to finish gathering feedback about the proposed changes, retirement changes and moving from merit to a professional development plan. The professional development plan would reward employees on certification and education and would be moving away from performance evaluation. More information will be brought forward for Board discussion at the August 15 meeting for FY2024 budget discussion.

Alderman Hartman appreciated staff reaching out to the employees for their feedback.

Alderman Wilson asked if all employees would receive the Consumer Price Index (CPI) adjustment and if all employees were enrolled in LAGERS.

Gina explained that that all employees would receive the CPI and that it is mandatory for all employees to be enrolled in LAGERS.

Alderman Wilson asked if the employees would have a choice in the 4% contribution to LAGERS.

Cynthia explained that she and Gina are trying to make sure that they are communicating the changes with staff. In January, employees went from a 4% contribution to a 2% contribution for LAGERS. In order to move up to the L-12 employees would have to go back to the 4% contribution for LAGERS. Employees would receive the 3% CPI in November and go from 2% contribution to 4% for LAGERS in January, which is pre-taxed. Basically, employees would be receiving a little more than a one percent pay increase. Cynthia noted that based on the survey the majority of employees would like to see some type of blend of merit and retirement. Cynthia noted that when the LAGERS employee contribution dropped to 2%, some employees took the opportunity to do a voluntary contribution to a 457 retirement plan similar to a 401K. The survey asked employees if they would be interested in a matched contribution to the 457, which got very little response.

Cynthia noted that some of the feedback they received from employees is that costs are going up and they need the money in their paychecks, others say costs are going up and they will need more money in their retirement, other comments were they are young and can not count on social security so they need a way to enhance their retirement options. Cynthia noted that they have two more meetings this week with

departments and would have more feedback to bring forward at the August 15 work session.

4. Discussion of Utility Rates

Stephen Larson, Finance Director, present the FY2024 proposed utility rate adjustments.

Utility Rate Adjustments – Review Process

May 2023 – Utility Rate Model Update

June 2023 - Staff Review

July 2023 – Review with Board of Aldermen

October 2023 – Approval of Utility Rate Adjustments

Developing the CWWS Fund Budget

Utility rate adjustments are necessary to fund the following items:

- Ongoing Water & Sewer “Pay-As-You-Go” (Cash Funded) Capital Improvement Projects Recommended from Water and Wastewater Master Plans
- Future Water & Sewer Debt Financed Projects (WTP & WWTP Plant Expansion Projects) Recommended from Water and Wastewater Master Plans.
- Increased Expenses for Operational Maintenance and Repairs for the CWWS System
- Additional Staffing Request (Additional FTE - Wastewater Treatment Plant Operator Position is Requested)
- Equipment Upgrades (such as Sewer Jetter, Lab/Titrator Equipment) & CWWS Building Improvements (WTP Lighting and New HVAC)

Five Year CIP – CWWS Fund

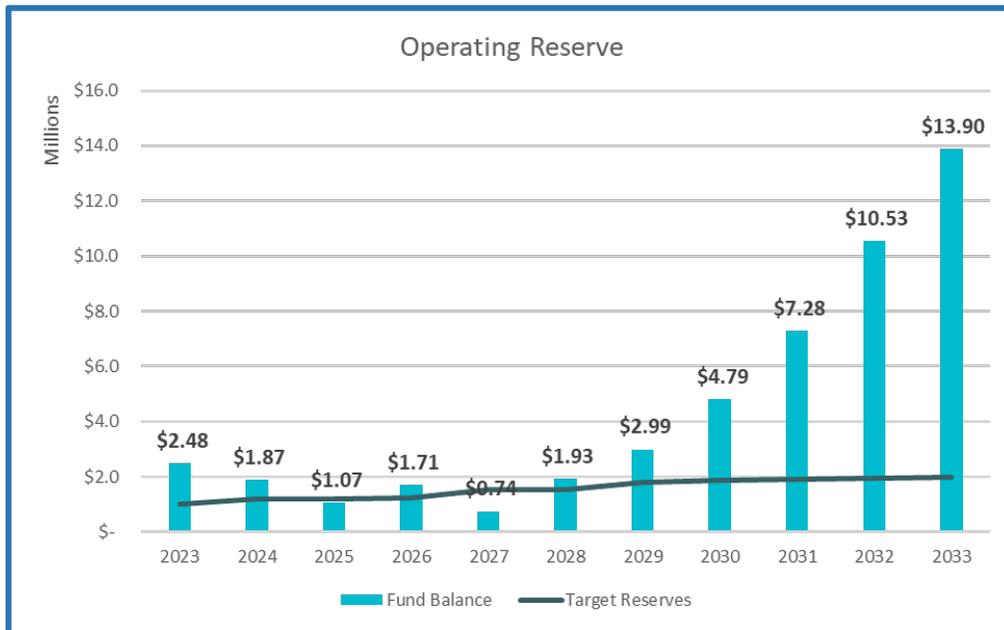
Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Interconnect Mains at 144th Street/169 Highway (Construction)	\$55,000	-	-	-	-
Highway 92 & Commercial Street Waterline (Engineering)	\$125,000	-	-	-	-
Owens Branch Gravity Line Phase #1, Line #1 (Construction)	\$2,200,000	-	-	-	-
144 th Street Lift Station (Construction)	\$1,700,000	-	-	-	-
West Bypass of the 144 th Street Lift Station (Construction)	\$2,200,000	-	-	-	-
Maple Lane & River Crossing 12" Waterline (50% of Construction)	\$700,000	-	-	-	-
Smith's Fork Force Main (Construction)	\$300,000	-	-	-	-
McDonalds/Central Bank Lift Station (Engineering)	\$100,000	-	-	-	-
Smith's Fork Park Waterline (Construction)	\$170,000	-	-	-	-
Headworks Bar Screen (Construction)	\$325,000	-	-	-	-
Stonebridge Lift Station (Engineering)	\$250,000	-	-	-	-
Stonebridge Lift Station (Construction)	\$500,000	-	-	-	-
Grand Total (Net Cost)	\$8,625,000			See Next Page	

**Projects with a green background are the new to the 5-Year CWWS CIP*

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
McDonalds/Central Bank Lift Station (Construction)	-	\$500,000	-	-	-
Highway 92 & Commercial Street Waterline (Construction)	-	\$300,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Engineering)	-	\$600,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Construction)	-	-	\$2,500,000	-	-
Water Plant Expansion (Engineering)	-	-	\$2,100,000	-	-
Wastewater Treatment Plan Expansion (Construction)	-	-	\$3,000,000	\$3,000,000	-
Future Water and Wastewater Project Funding	-	-	-	\$2,000,000	-
Water Plant Expansion, Phase I (Construction)	-	-	-	-	\$7,500,000
Future Water and Wastewater Project Funding	-	-	-	-	\$2,000,000
Grand Total (Net Cost)	-	\$1,400,000	\$7,600,000	\$5,000,000	\$9,500,000

**Projects with a GREEN background are new to the 5 Year CWWS CIP*

Long Term CWWS Cash Flow



- Cashflow chart, which is sourced from the utility rate study, reaches a *five-year low* at \$740,000 in FY2027, which is just slightly below the CWWS Fund reserve target of 20%.
- Model assumes ongoing rate adjustments for water and wastewater rates each year.
- Large upward arc appears in 2029 and continues on to 2033 because capital projects are not yet slotted into the model for this time period.

Proposed Changes – Water Fixed Rates

Water Rates	FY2023 (Current)	FY2024 (Proposed)
Monthly Water Fixed Charge (3/4" and 1" Residential Meter)	\$12.78 / Month	\$14.70 / Month
<i>Senior</i> Monthly Water Fixed Charge (3/4" and 1" Residential Meter)	\$11.77 / Month	\$12.50 / Month*

15% Proposed Increase on the Monthly Water Fixed Charge.

**Senior Rate retains the 15% discount from the regular rate*

Proposed Changes – Water Volume Rates

Water Rates	FY2023 (Current)	FY2024 (Proposed)
Monthly Water Volume Charge	\$9.04 Per 1,000 Gallons Used	\$10.40 Per 1,000 Gallons Used
Wholesale Water Rate	\$5.40 Per 1,000 Gallons Used	\$6.21 Per 1,000 Gallons Used

15% Proposed Increase on the Monthly Water Volume Charge (Including Wholesale Rate at Which Water is Sold to PWSD #8)

Proposed Changes – Wastewater Fixed Rates

Wastewater Rate	FY2023 (Current)	FY2024 (Proposed)
Monthly Wastewater Fixed Charge (3/4" and 1" Residential Meter)	\$18.43 / Month	\$21.19 / Month
<i>Senior</i> Monthly Wastewater Fixed Charge (3/4" and 1" Residential Meter)	\$16.02 / Month	\$18.01 / Month*

15% Proposed Increase on the Monthly Wastewater Fixed Charge

**Senior Rate retains the 15% discount from the regular rate.*

Proposed Changes – Wastewater Volume Rates

Wastewater Rate	FY2023 (Current)	FY2024 (Proposed)
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Monthly Wastewater Volume Charge	\$7.69 Per 1,000 Gallons Used	\$8.84 Per 1,000 Gallons Used
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15% Proposed Increase on the Monthly Wastewater Volume Charge

Proposed Changes – Wastewater Fixed Rates

Wastewater Rate	FY2023 (Current)	FY2024 (Proposed)
"Sewer Only" Customers Flat Monthly Rate (Outside City Limits)	\$64.00 / Month	\$81.68 / Month**

***Flat Rate May Only be Changed By Ordinance (Section 705.040 of the City Code of Ordinances). This fee is charged for 64 utility accounts. \$81.68 is 1.5 times the average monthly wastewater bill in the City.*

Alderman Wilson asked when talking about the future financing debt service, what the outstanding balance is for the Certificates of Participation (COP) for the water treatment plant.

Stephen explained that he did not know the exact number, but he believed the total amount was around eight or nine million dollars for the sewer interceptor project and we have paid on that project for five years. He believed the balance is between six and seven million dollars.

Alderman Wilson asked how many more years was left on that note.

Stephen explained that it is a twenty year note that will go through year 2038. The principle payment is around \$140,000 plus interest.

Proposed Changes – Sanitation Fees

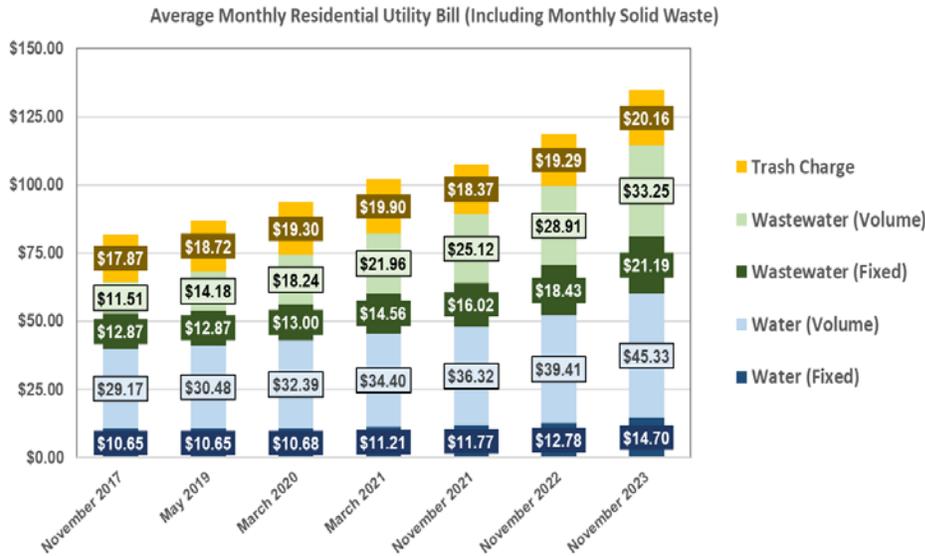
Monthly Trash Charge	FY2023 (Current)	FY2024 (Proposed)
Monthly Trash Charge	\$19.29 / Month	\$20.16 / Month
Senior Discount	\$16.40 / Month	\$16.40 / Month*

4.5% Proposed Increase on the Monthly Trash Charge

**No Proposed Increase on Senior Discount Rate as Result of Negotiations with GFL Sanitation*

Alderman Wilson asked

Average Monthly Utility Bill



November 2017
\$82.06
May 2019
\$86.89
March 2020
\$93.61
March 2021
\$102.03
November 2021
\$107.60
November 2022
\$118.83
November 2023 (Proposed)
\$134.63

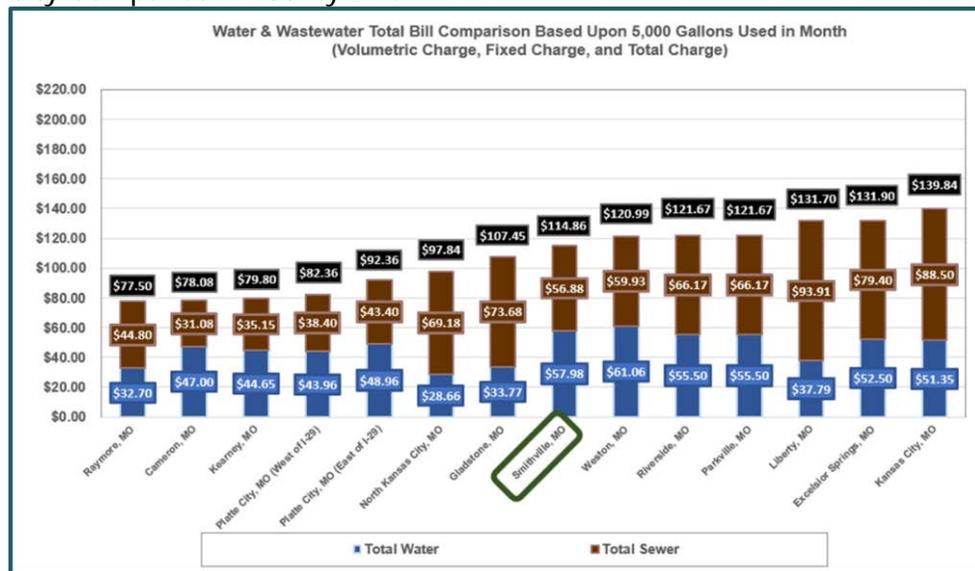
Water Usage Assumption: **4,360** Gallons. Wastewater Usage Assumption: **3,760** Gallons

Alderman Wilson asked for the senior discount rate comparison in the future.

Alderman Hartman asked what the average usage was out of the 4,200 customers.

Stephen explained that the City residential customers have either a three-quarter inch meter and or a one-inch meter. Staff runs a report based on total accounts for those two meters for consumption that give the City's average for the entire year. The average for water usage assumption is 4,360 gallons and for wastewater usage assumption is 3,760 gallons.

City Comparison – Utility Bills



5,000 Gallons Monthly Usage is the Assumption Used in Chart

Mayor Boley noted that some cities do not offer the winter averaging. He reminded everyone that the City's water and wastewater is a self-funded utility paid for by the utility itself unless we are able to get grants for projects. He asked that staff look at adding unincorporated Clay and Platte County rates in the chart.

Alderman Wilson said that she would like to comparisons from other cities that provide the same services in house for water and wastewater.

Mayor Boley noted that we received notice from Kansas City that they were raising our rates for Forest Oaks subdivision.

Alderman Russell asked how much the increase was.

Stephen explained that he would go back and see but it typically averages an increase of seven to ten percent a year.

FY2024 Budget Process Schedule

- FY2024 Operating Budget and 5 Year CIP Review: 1st Discussion (**August 15**)
- FY2024 Operating Budget and 5 Year CIP Review: 2nd Discussion - If Needed (**September 5**)
- Public Hearing for Sewer Rates as Required by Missouri State Statute (**October 3**)
- Adopt Water & Wastewater Utility Rates by Board Resolution (**October 17**)
- Adopt the FY2024 Operating and Capital Budget on 2nd Reading (**October 17**)

Public Comment:

Kristine Bunch, 18608 Primrose Street, asked that the Board consider including a women's restroom when the new facility is built for the water plant since at this time there is only a coed restroom.

Ms. Bunch also requested that the Board reconsider raising the cost of the water sold to Public Water Districts #8 and #9. She said that if they keep increasing the cost those water districts would be looking to get their water from Kansas City.

5. Discussion of Schedule of Fees

Stephen Larson, Finance Director presented the proposed changes for consideration for the FY2024 Proposed Schedule of Fees.

Administration – Proposed Fee Changes

Currently, peddlers who do not have a business license must pay \$50.00 to acquire a Peddler's permit. Staff are proposing to expand the \$50.00 fee associated with a Peddler's permit to also be charged for the acquisition of a Solicitor's permit. City staff are planning to bring ordinance changes forward to the Board of Aldermen, which would require the fee to be paid for not only peddlers seeking a permit, but also solicitors seeking a permit.

Other Licenses	FY2023 (Current)	FY2024 (Proposed)
Peddler Permit	\$50.00 (Peddlers With No Business License)	\$50.00 (Fee Applies for all Peddlers & Solicitors)

Peddler/Solicitor Definition: Individual attempting to sell a good or service (without prior specific invitation or appointment)

Canvasser Definition: Individual attempting to obtain a donation (without prior specific invitation or appointment)

For specific solicitation relating to an educational or non-profit purpose (such as fundraising for the Smithville Warriors or Girl Scouts), an exemption is furnished so that the individual does not need to pay the fee or acquire a permit.

Parks & Recreation – Proposed Fee Changes

Parks & Recreation staff are proposing to add more Senior Center rental options. This includes a weekend half day morning rental (from 9:00 AM to 3:00 PM) and a weekend half day evening rental (from 4:00 PM to 11:00 PM). These options will each cost \$125.00 (which is 50% of the cost of a weekend full day rental) and each rental option is subject to a \$200.00 damage deposit. A weekend full day rental option is still retained as an option with no proposed change. It is important to note that weekday half-day evening rentals are available, but not half-day morning rentals, as this is the time when senior citizens are using the Senior Center.

Alderman Russell asked who checks the Senior Center to make sure it was left correctly after each rental.

Matt Denton, Parks Director explained that park staff check it before the deposit is returned.

Police Department – Proposed Fee Changes

Police Staff are proposing to add a two-year dog license and a three-year dog license to the existing one-year dog license offering for the ease of convenience to Smithville residents. This means residents can opt in for a longer period in which the license is valid, rather than coming into City Hall annually for a dog license renewal. Multi-year dog licenses will only be issued to applicants who provide multi-year rabies vaccine certificates/documentation. Veterinarians can provide multi-year vaccinations which would be required to have the multi-year dog license.

Dog Licenses	FY2023 (Current)	FY2024 (Proposed)
Annual License - Spayed or Neutered	\$10.00	No Change
Annual License - Unaltered	\$20.00	No Change
Two Year License - Spayed or Neutered	None (New Fee)	\$20.00

Two Year License - Unaltered	None (New Fee)	\$40.00
Three Year License - Spayed or Neutered	None (New Fee)	\$30.00
Three Year License - Unaltered	None (New Fee)	\$60.00

In addition, Police staff are proposing to restructure the fingerprinting service fee in the effort to align the fee directly with the number of fingerprinting cards completed for the customer. Right now, fingerprinting services are \$15.00, but there is no standardized procedure on how many fingerprinting cards/prints may be purchased for \$15.00. Therefore, this proposed fee change sets up a process whereby fingerprinting services will cost \$10.00 per card produced.

Fingerprinting Services	FY2023 (Current)	FY2024 (Proposed)
Fingerprinting Services at Police Department	\$15.00 for Fingerprinting Services	\$10.00 Per Fingerprinting Card*

Public Works – Proposed Sanitation Fees

The City holds an active contract with GFL (Green for Life) to provide trash service to residents. The City signed the contract with GFL on November 1, 2021, and the agreement outlines that the contract will terminate on October 31, 2026. Unless notice of termination is received prior to February 1, 2026, the agreement will be renewed on an annual basis.

As established in the agreement, the annual increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for garbage and trash collection. Verified Head of Household Utility customers ages sixty-five and over who have been approved by the City will be eligible for a 15% monthly rate reduction.

The following bullets comprise GFL's scope of services:

- Weekly Curbside Trash and Recycling Pick-Up*
- Yard Waste Collection*
- Two Bulky Item Collections Per Year*
- Customer Services*
- Commercial Cardboard Recycling Container (Located in Downtown Smithville)*
- Annual Paper Shredding and Electronics Waste Event*

For services beginning November 1, 2023, the City has received a proposed contract rate of \$19.78 per month (4.8% increase), up from the current contracted rate of \$18.88 per month. Staff is proposing the City charge be \$20.16 per month (4.8% increase). This rate difference of \$0.38 between the City's cost of \$19.78 and the customer cost funds the City's participation in the MARC Regional for Household

Hazardous Waste program. Residents can visit any of the mobile events in the region as well as the two permanent facilities year-round at no additional cost.

This rate proposed increase comes on the heels of increased inflation for most goods and services. In the proposed rate letter, GFL cites the Consumer Price Index (for Garbage & Trash Collection) which was shown as 6.9% as of April 2023.

Staff requested an additional bulky item pickup (third). They have agreed to provide a smaller bulky item event. Date to be determined.

FY2024 Budget Process Schedule

FY2024 operating budget and five-year CIP review first discussion – August 15

FY2024 operating budget and five-year CIP review second discussion if needed – September 5

Adopt the FY2024 operating budget and capital budget first reading October 3, second reading October 17

6. Discussion of Commercial Wastewater Leak Adjustment Policy

Stephen Larson, Finance Director, presented the organizational history of leak adjustment policy.

The first policy addressing leak adjustments was approved in November 1997. The policy only provided for financial adjustments to the wastewater bill for a water leak. In October 2017, the Board approved changes which phased in adjustments to both the water and wastewater portion of the bill. The policy allowed for adjustments to the wastewater portion for commercial accounts, but not the water portion.

The Code of Ordinances specifically outlines that residential leak adjustments are reviewed and approved by the Board of Aldermen given that the adjustment request meets certain requirements. In reading the Code, the Code does not specifically outline how a wastewater adjustment for a commercial account shall be approved. This becomes a grey area for staff in understanding how to proceed with a leak adjustment for a commercial account.

What Prompted this Issue for Discussion with Board of Aldermen?

End of last year, Hillside Development (which is the name of the commercial utility account for the strip of businesses located at 201 – 219 U.S. 169 Highway) experienced a large leak in one of their 2" waterlines. Once Hillside Development realized the leak was significant in nature, they worked with Hampton Plumbing out of Kearney to diagnose the situation and fixed the leak by replacing the 2" waterline.

In reviewing the utility bill for the account, in the January 2023 billing cycle, consumption totaled 201,200 gallons. In the February 2023 billing cycle, consumption totaled 315,500 gallons. With this much consumption, the total utility bill for the January 2023 cycle was \$3,553.02 and the total utility bill for the February 2023 cycle was \$5,552.83.

Both bills were much higher than the normal bill, which prompted an individual from Hillside Development to reach out to staff to inquire about a leak adjustment. Staff

relayed that the Code of Ordinances only permitted wastewater adjustments for commercial businesses.

Given the ability to grant a leak adjustment, staff calculated the credit amount which Hillside Development would be eligible for. That calculation sheet, which is the same one used for calculating credits for leak adjustments, is included in your packet and indicates that the total credit would be in the amount of \$3,312.61 In addition, staff requested proof of repair of the 2" waterline to ensure a leak occurred. That receipt from Hampton Plumbing was provided by Hillside Development and is also included in your packet.

Again, as touched upon in the opening paragraphs of this staff report, the crux is the issue pertains to the approval procedures outlined in the City Code of Ordinances. Leak adjustments granting credits to residential accounts must be approved by the Board of Aldermen. However, as stated, the Code does not specific outline that wastewater adjustments for commercial accounts must be approved by the Board of Aldermen. Rather, the Code may be interpreted as allowing the City Administrator to have the administrative authority to approve commercial wastewater adjustments/credits.

What Shall Staff Do Going Forward?

Staff are seeking Board input on what type of review process the Board would like for commercial wastewater adjustments. If it is the Board's desire, the Code can be written so that commercial wastewater adjustments must be approved by the Board, just like a leak adjustment for a residential account. Or, if it is the Board's desire, the Code can remain as is which would grant administrative approval to the City Administrator to approve commercial wastewater adjustments/credits.

Alderman Wilson said that she would like it to mirror residential to be consistent.

The Board all agreed.

7. Discussion of Commercial Winter Sewer Averaging

Stephen Larson, Finance Director, presented the reason for the discussion of commercial winter sewer averaging.

In March of 2021, the Board of Aldermen approved Ordinance 2093-21, which made significant changes to the winter averaging process for new residential utility accounts by allowing a new account holder to elect for the residential winter sewer average without needing a previously established average. Previously, new Smithville residents were required to furnish a utility bill from their previous residence to establish an average, otherwise the wastewater portion of their bill would be billed in accordance with the water portion of the bill (which created a major financial burden when performing watering and landscaping activities during the summer months).

In addition, the ordinance expanded the exclusion from winter sewer averaging for just a few identified businesses (such as the Smithville School District, Carwashes), to all Smithville based businesses. That change meant that the wastewater portion of the bill would be based upon actual water used year-round, and not just the usage that occurred during the three months of December, January, and February. In performing

calculations in 2023, it was discovered that the provision excluding all businesses from the winter sewer averaging process was not activated in the calculations.

As a result of this error, businesses are currently being averaged based upon their usage from the previous winter quarter and billed accordingly. Staff anticipates implementing the code language, as written, in March of 2024 when winter sewer calculations are updated for the new cycle so that all businesses are excluded from winter sewer averaging.

Alderman Russell asked what was driving this change.

Stephen explained that a couple of years ago we adopted new language to our Ordinance that we had borrowed from another municipality that established that only residential accounts will be averaged and commercial accounts are not averaged. One of the responsibilities of the Finance Department is to do the winter sewer average calculations. Stephen explained that with the changes in the Ordinance language staff will now begin in FY2024 calculating only residential winter sewer averaging and businesses will be excluded.

Cynthia noted that this is just to make the Board aware of this issue.

8. Marketplace Annual Update

Stephen Larson, Finance Director, presented the Marketplace Annual Update. Smithville Marketplace TIF District Overview.

- The Smithville Marketplace TIF Plan was adopted by the Board of Aldermen (Ordinance #2969-17) on **August 1, 2017**.
- The plan identified a redevelopment area of approximately 66.3 acres located between Cliff Drive and U.S. Highway 169.
- Previously, this site was commercially developed in 2009 as a large-scale multi-tenant retail site. Unfortunately, by 2011, the development did not have occupants and was foreclosed upon.
- The Smithville Marketplace TIF Plan included *specific projections* on estimated Assessed Valuation, estimated PILOTs, and estimated Economic Activity Taxes (EATS) based upon the types of businesses planned in the redevelopment area. A tractor and supply store, which was initially planned for the TIF, *is not located in the TIF redevelopment area*.

Active and Future Businesses

Scooter's Drive-Thru Coffee

Taco Bell

Domino's Pizza

Cosentino's Price Chopper

Porter's Ace Hardware Store

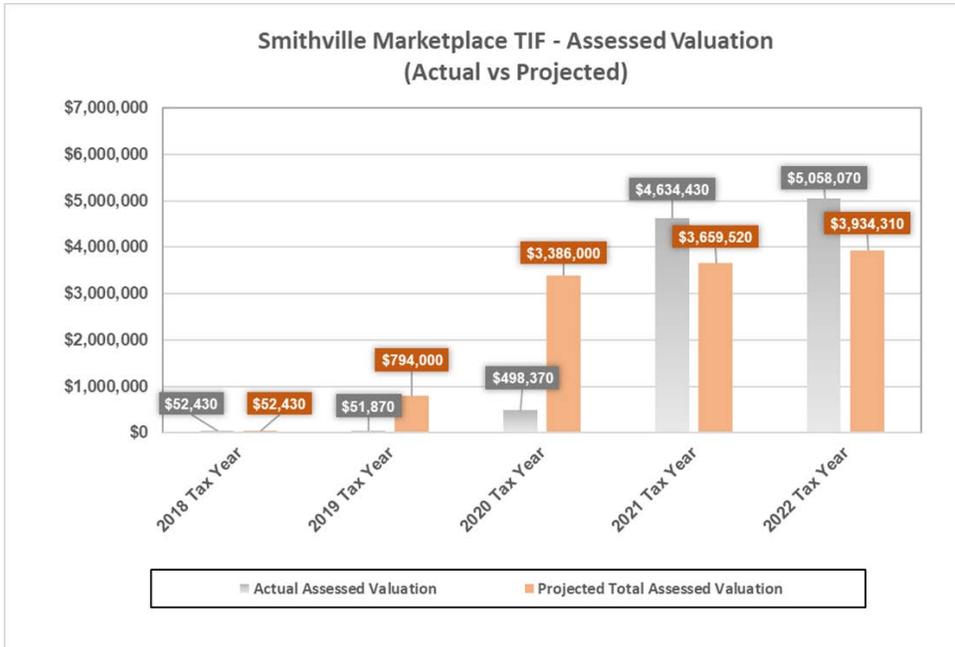
Burger King

Jimmy John's

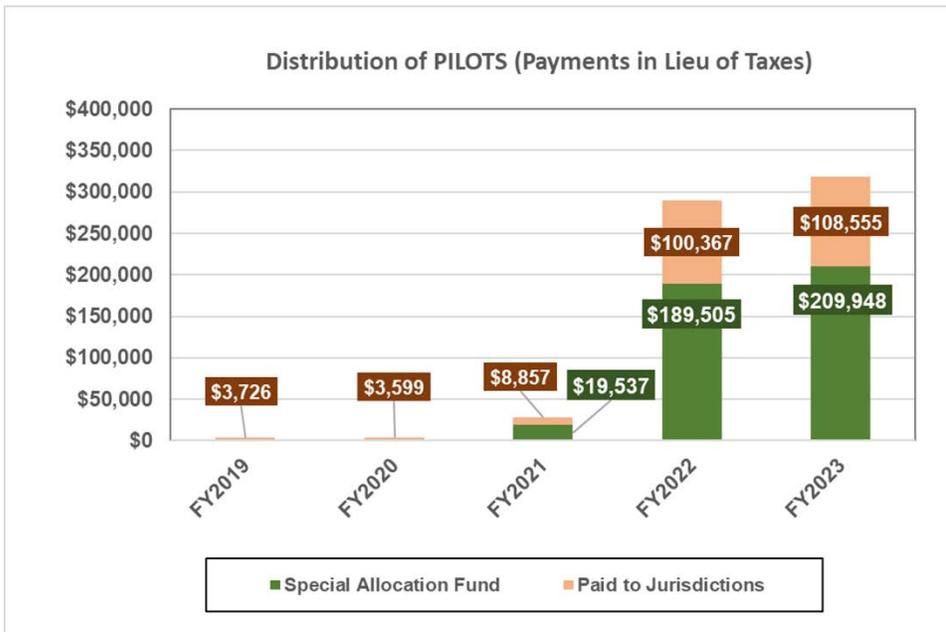
Dentistry at Marketplace

Smithville Marketplace TIF Assessed Valuation (Actual vs Projected)

- The projected total assessed valuation figures were established by the developer in the TIF Plan.
- Preliminary assessed valuation figures provided by Clay County indicated a total value of \$6,075,540 for Tax Year 2023, which would *eclipse the projection for 2040 established in the TIF Plan*.



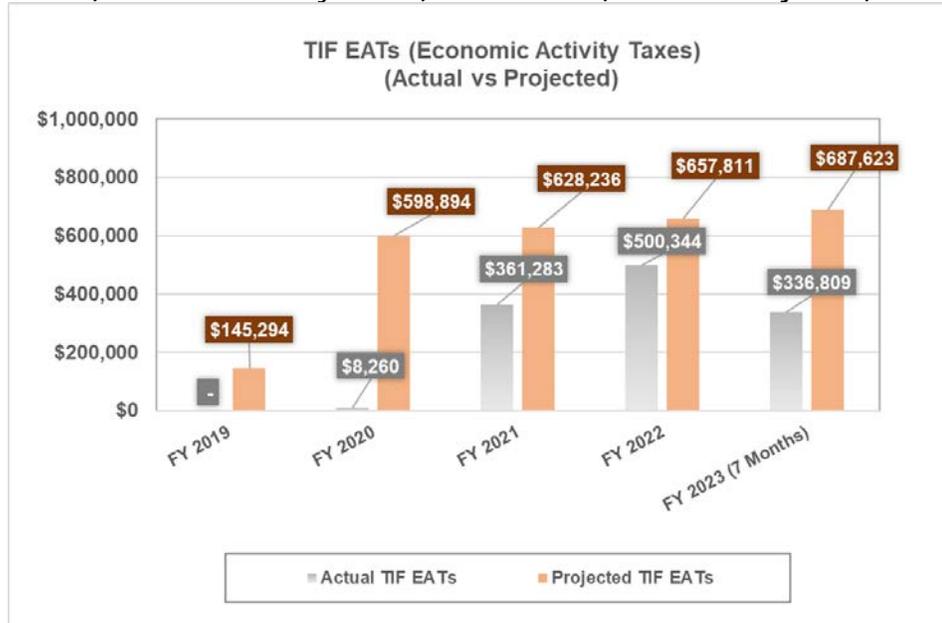
PILOTS (Payments in Lieu of Taxes) Collected



- Tax Year 2018 & 2019 AV: \$52,430 & \$51,870. Jurisdictions received the base property tax in FY2019 and FY2020.

- Tax Year 2020 AV: \$498,370. This growth in AV became the basis for the property tax increment in FY2021
- Tax Year 2021 AV: \$4,634,430. This became the basis for the property tax increment in FY2022
- Tax Year 2022 AV: \$5,058,070. This became the basis for the property tax increment in FY2023.
- Jurisdictions receive the base property tax amount plus the tax increment amount based upon the “subject to TIF percentages” outlined in the TIF Plan.

EATs (Economic Activity Taxes) Collections (Actual vs Projected)

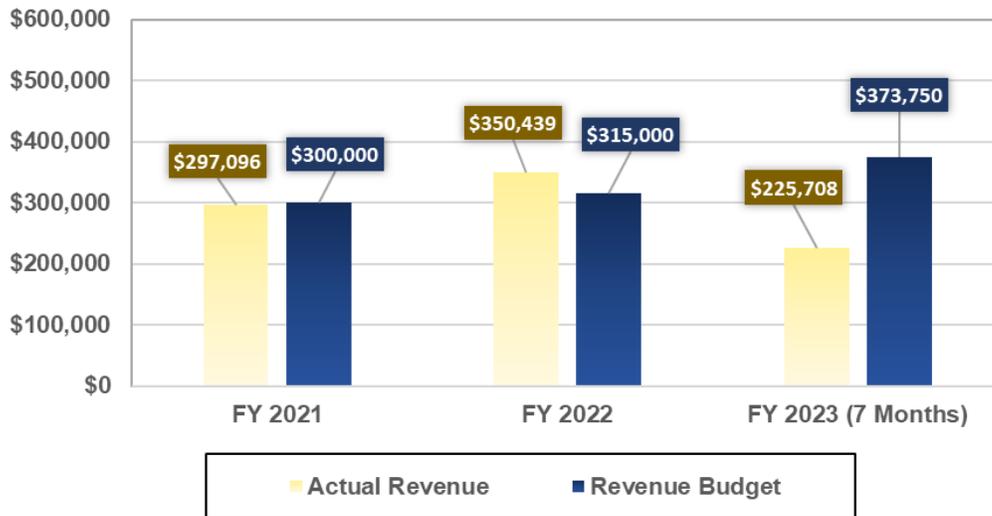


- The projected Economic Activity Taxes figures were established by the developer in the TIF Plan.
- EATs are trending upwards as businesses have opened in the Marketplace.

Alderman Wilson commented that one of the big businesses that was supposed to go in at that location did not and that is part of the reason for the projection numbers being off.

CID (Community Improvement District) 1% CID Sales and Use Tax Collected

CID Sales and Use Tax History - Actuals vs. Budget



Annual Report – Conclusion

- Modern and attractive businesses have opened in the redevelopment area which has increased Smithville’s commercial presence.
- Assessed valuation is tracking above the TIF Plan projections after initial delays in opening businesses.
- Given the current status of the redevelopment area and the businesses located in the area, sales tax performance is meeting expectations. Economic Activity Taxes (EATs) are being collected from both the City and the other applicable taxing authorities and are being distributed into the Special Allocation Fund.
- CID Sales Tax performed well in the first fiscal year and staff is noting growth in the CID sales tax revenues in the second fiscal year as new businesses have opened in the redevelopment area.
- While planned businesses were not constructed in the anticipated timeframe, the project concept plan has been completed (Grocery Store, Hardware Store, Pad Sites).

9. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:26 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

July 18, 2023 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:59 p.m. A quorum of the Board was present: Melissa Wilson, Leeah Shipley, Marv Atkins, Ronald Russell and Dan Ulledahl. Dan Hartman was present via Zoom.

Staff present: Cynthia Wagner, Gina Pate, Captain Tony Roetman, Chuck Soules, Jack Hendrix, Stephen Larson, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by New School Superintendent Dr. Mark Maus

3. Consent Agenda

- **Minutes**

- June 20, 2023 Board of Aldermen Work Session Minutes
- June 20, 2023 Board of Aldermen Regular Session Minutes

- **Financial Report**

- Finance Report for June 2023

- **Resolution 11236, Appointment of A Temporary Alternate Prosecuting Attorney**

A Resolution approving the appointment of Mark Ellebracht as Temporary Alternate Prosecuting Attorney.

- **Resolution 1237, Leak Adjustment**

A Resolution approving the leak adjustment in the amount of \$3,137.68 utility billing customer James Woerhman for his December 2022 and January 2023 bill.

- **Resolution 1238, Temporary Liquor License – Festiville**

A Resolution issuing a temporary liquor license to Eric Craig Real Estate team for Festiville to be held in the downtown courtyard on Saturday, August 19, 2023.

- **Resolution 1239, Special Event Permit – Festiville**

A Resolution issuing a special event permit to the Eric Craig Real Estate team for Festiville to be held in the downtown courtyard on Saturday, August 19, 2023.

- **Resolution 1240, Acknowledging Emergency Purchase**

A Resolution authorizing emergency repair of the aerator in digester #2 at the wastewater treatment plant from Mid-America Pump in the amount of \$39,569.05.

- **Resolution 1241, Smithville Warrior Youth Football Club Contract**

A Resolution authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of city park land.

- **Resolution 1242, Special Request – Hot Summer Nights**

A Resolution approving the sponsorship request from Smithville Lions Club for Hot Summer Nights Events that will take place at the Courtyard on August 5, 12 and 26, 2023.

- **Resolution 1243, Liquor License**

A Resolution approving a liquor license for Ryan S. Wells for operation of Welco Brewing Company located at 117 South Commercial Avenue.

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

Upon roll call vote:

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Gina Pate, Assistant City Administrator, reported on the June 28, Economic Development Committee meeting. She noted that they have two new members, John Wallace and Sonya Crites. They are working toward outlining the comprehensive plan goals they want to work on. The committee has identified focusing on the arts in the community. At the next meeting they will have GK Callahan from the Missouri University Extension lead a discussion on how to plan an art project in the community.

Alderman Wilson reported on the July 11, Planning and Zoning Commission meeting. She noted that they discussed four of the items that are on the agenda this evening, the conditional use permit for the transfer station, the single-phase final plat for first park third plat, the site plan for Smithville Self Storage and the site plan for Smithville School transportation facility. They also start initial discussion regarding an ordinance for short-term rentals. She reported that Attic Storage construction is being completed and is now open and there have been 22 single-family building permits this year to date and three more were recently issued.

Mayor Boley noted that Alderman Wilson and Alderman Russell have been working on two advisory committees for him. This month they will be meeting on the fourth Monday at the Housing Authority at 10:00 a.m. The topics will be a community center and senior citizens needs.

Alderman Shipley reported on the July 11, Finance Committee meeting. They discussed vendor payment in excess of \$7,500, received updates on bank reconciliation and outstanding checks, and discussed the utility rate changes and schedule of fees. They also discussed compensation adjustments and the budget for FY2024.

5. City Administrator's Report

Cynthia Wagner noted that there are a number of project updates in her report that are available on the City's [website](#). She explained that Jack Hendrix, Development Director, debuted at Planning and Zoning Commission meeting last week the Comprehensive Plan Dashboard that will provide updates on progress in meeting the action steps identified in the plan and work to be completed. We hope to have that available on the City website in

August. There are also additional project updates and memo follow-ups from Board from the Board retreat.

Cynthia noted that staff anticipates bringing forward for Board approval the replacement of the John Deere tractor and boom mower that is used for right-of-way mowing and mowing some of the park areas. The tractor and mower have become less reliable and have had many mechanical issues. The tractor was acquired by the City in 2005 and has 8,000 hours of operation on it. Staff has looked at replacement cost for new and it will be around \$200,000. Staff has been working with John Deere on a five-year lease option, which would cost \$46,000 a year for a total of \$230,000 over the five years of \$230,000 and could opt to keep the equipment when the lease is over. John Deere has informed us that there is an eight-month lead time in receiving the equipment once the order is placed. Staff would like to add this to the FY24 budget, have the Board approve the initial contract with John Deere at the August 15 meeting so that we can get it ordered. Cynthia explained that no money is due until we take delivery. Cynthia asked for Board direction, the Board had no concerns, Cynthia noted staff will bring this forward at the August 15 meeting.

Cynthia noted that staff had anticipated the second reading of the 110 Smithville TIF related items. Those item will be brought forward for consideration at the August 1 Board of Aldermen meeting at 7:00 p.m. Those will be the only two items on the agenda.

At the August 15 meeting there will be a number of budget related items. A special meeting will be on August 28 for certification of ballot language for a public safety sales tax ballot question.

ORDINANCES & RESOLUTIONS

6. Bill No. 2998-23, Fairview Crossing CID Funding Agreement – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2998-23, approving the funding agreement for the Fairview Crossing Community Improvement District. 2nd reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2998-23 approved.

7. Bill No. 2999-23, Amending Chapter 640 Peddlers, Solicitors and Canvassers – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2999-23, amending Chapter 640 concerning Peddlers, Solicitors and Canvassers. 1st reading by title only. Alderman Wilson seconded the motion.

Alderman Russell asked if a company has several people going out does every person have a background check through the City and will a copy of what the approval looks like be available so whenever someone knocks on a resident's door they know whether that person has been approved through the City.

Jack Hendrix explained that now they get a badge, but we would be switching to a required permit.

Cynthia noted that staff will provide information on the change of the process on social media. If residents have people showing up at the door they have the right to ask for their approved permit.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2999-23 approved first reading.

8. Bill No. 3000-23, Conditional Use Permit – Transfer Station – 1st Reading

Alderman Ulledahl moved to approve Bill No. 3000-23, approving a conditional use permit for a transfer station at 14820 North Industrial Drive on land zoned I-1. 1st reading by title only. Alderman Wilson seconded the motion.

Kim Finke, 9350 Highway E, Camden Point, Missouri, applicant for the conditional use permit for the transfer station. She noted that she and David are the owners of Huntley Disposal, a dumpster company serving Smithville and the surrounding area. They are looking to branch out into the recycling market.

David Finke, 9350 Highway E, Camden Point, applicant for the transfer station. He explained that their main purpose is to divert things from the landfill. He noted that they are not trying to become a transfer station, they want to become a recycle center. For companies they provide service for like Meta they require recycling 93% of the materials. The dumpster they will bring back to this facility will have demolition and construction materials only. Household dumpsters will still go to the landfill. Mr. Finke explained that this facility would only recycle wood, metal, plastic, cardboard and drywall. He said that currently they run six trucks and have 300 dumpsters.

Mrs. Finke noted that this would be an environmentally friendly business.

Mr. Finke noted that no hazardous waste would be allowed in the facility, nor did they accept hazardous waste in any of their dumpsters. They police all dumpsters and charge a large fee for anyone that puts hazardous waste in their dumpsters. If something did get put in the dumpster it would be cleaned up with a spill kit and taken to the Kansas City location for chemical disposal.

Alderman Russell asked if they got any chemical would they have to report to anyone.

Mr. Finke explained that they have never had that issue. Their biggest concern that they watch for is asbestos. He also noted that they are policed by DNR (Department of Natural Resources).

Alderman Russell asked if the allowed any liquids.

Mr. Finke said that they do not allow any liquids.

Alderman Russell asked what adequately screened means for the location. He also asked if once the dumpsters were sorted, would they be stored at the location.

Mr. Finke explained that all dumpsters are dumped and not sitting. If they did not get a dumpster dumped it would have to remain on the truck, be tarped and inside the building. Dumpsters sitting on the lot have to be completely empty and DNR checks for that.

Alderman Russell asked where all the materials would come from.

Mr. Finke explained that most of the construction materials would come from Gladstone and north, such as Kearney, Platte City, Smithville, Holt and all the surrounding small towns. This facility will only be for their trucks, no other company will be dumping there.

Alderman Russell asked about the adjacent properties.

Jack Hendrix, Development Director noted that Fairview Enterprises is to the south and people who own the property to the west were present at the Planning and Zoning Commission meeting, but he could not recall their name.

Jack clarified that this item is just for the zoning request of the property and a site plan review will be submitted separately through the Planning and Zoning Commission where the fencing and landscaping will be reviewed.

Alderman Russell asked what the difference between I-1 and I-2.

Jack explained that this type of transfer station is only allowed in two circumstances in the City. One if it is light industrial they have to have a conditional use permit, or it can be in heavy industrial. Jack explained that if it were zoned I-2, heavy industrial the property owner could sell the property to anyone in the future. The reason for zoning it I-1 was to be able to isolate the risk of that.

Upon roll call.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3000-23 approved first reading.

9. Resolution 1244, Renewing the City Tow Contract

Alderman Ulledahl moved to approve Resolution 1244, a renewing the contract for city tow services with G.T. Tow Service to continue to provide police-ordered tows at a cost to the vehicle's owner of \$100.00 per tow. Alderman Russell seconded the motion.

Alderman Hartman moved to lay the question on the table and go out to bid for the contract of City tow services. Alderman Atkins seconded the motion.

Ayes – 4, Noes – 2, motion carries. Mayor Boley declared Resolution 1244 postponed.

10. Resolution 1245, Encroachment Agreements with Evergy Metro and Evergy Missouri West

Alderman Ulledahl moved to approve Resolution 1245, authorizing and directing the Mayor to sign encroachment agreements with Evergy for the construction of the west interceptor. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1245 approved.

11. Resolution 1246, Purchase of Utility Meters

Alderman Ulledahl moved to approve Resolution 1246, authorizing the expenditure of \$12,538.80 for the purchase of utility meters from Kansas City Winnelson Company. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1246 approved.

12. Resolution 1247, Single Phase Final Plat First Park 3rd Plat

Alderman Ulledahl moved to approve Resolution 1247, approving a final plat for First Park 3rd Plat. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1247 approved.

13. Resolution 1248, Site Plan – Smithville Self Storage

Alderman Ulledahl moved to approve Resolution 1248, authorizing site plan approval for construction of eight new storage buildings at 14506 North 169 Highway. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1248 approved.

14. Resolution 1249, Site Plan – Smithville School Transportation Facility

Alderman Ulledahl moved to approve Resolution 1249, authorizing site plan approval for construction of a transportation facility for the Smithville School District at 250 East 92 Highway. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1249 approved.

15. Resolution 1250, Change Order No. 2, 4th Street Terrace

Alderman Ulledahl moved to approve Resolution 1250, approving Change Order No. 2 with Menke Excavating for 4th Street Terrace in the amount of \$49,554. Alderman Wilson seconded the motion.

Alderman Russell asked why if we did not do this it would only cost \$9,000 and in doing it will cost \$49,554.

Chuck Soules, Public Works Director explained that the sewer line is not deep enough, and the service lines are under the street.

Mayor Boley noted that making these improvements are better for the residents.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1250 approved.

OTHER MATTERS BEFORE THE BOARD

16. Public Comment

Ali McClain, 1004 Coneflower Street, spoke to the Board about the history of Dr. Arch E. Spelman's dream of building a much-needed hospital for those residing north of the Missouri River. She said that if the Board goes ahead with the TIF they would be erasing the history of a building and a great man by approving it. She asked that something be built that honors our history, not apartments and an anchor restaurant that will compete with other restaurants. She said that residential TIFs are not economic development. She asked that the Board do the right thing and vote the TIF down.

Carol Dawkins, P.O. Box 972, spoke to the Board about her concerns about it not being fair to have no taxes for 25 years for a TIF. When the building is built the fire department will need a bigger truck to take care of a four-story building.

17. New Business from the Floor

Alderman Wilson requested the Board look at raising the City Administrator's spending authority due to the rising cost of everything.

Mayor Boley requested staff look at different options for the City website platform.

18. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:39 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

August 1, 2023 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

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

Staff present: Cynthia Wagner, Gina Pate, Chief Jason Lockridge, Linda Drummond and Megan Miller, Gilmore Bell.

2. Pledge of Allegiance lead by Alderman Atkins

ORDINANCES & RESOLUTIONS

3. Bill No. 2996-23, 110 Smithville TIF Plan and Redevelopment Agreement – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2996-23, authorizing and directing the Mayor to approve the 110 Smithville Tax Increment Financing Plan, establish the Redevelopment Area, designate the Redevelopment Area as blighted, making other findings, designating 110 Smithville, LLC as the developer of record and authorizing the City to enter into a TIF Redevelopment Agreement between the City and 110 Smithville, LLC. 2nd reading by title only. Alderman Hartman seconded the motion.

Cynthia Wagner, City Administrator, clarified a few items which have been discussed over the last several months. The TIF Redevelopment Plan is a document that was reviewed by the TIF Commission this spring and it outlines the details of the project. The Redevelopment Plan includes statutorily required information regarding TIF. The Redevelopment Agreement is a contract between the city and the developer outlining the details regarding implementation of the plan including the maximum amounts of reimbursable project costs that the developer can receive. Cynthia reiterated again that this is a contract outlining the requirements and responsibilities of each party. She explained that this evening there are two Bills before the Board, Bill No. 2996-23 approves the TIF documents, both the plan and the Redevelopment Agreement, while Bill No. 2997-23 activates the collection of TIF revenues within the project area. The TIF Commission reviewed the plan, and the city has been in negotiations with the developer on the elements of the Redevelopment Agreement. Cynthia noted that Megan Miller of Gilmore and Bell is here this evening to go through information relating to the Redevelopment Agreement.

Megan Miller, Gilmore and Bell, the City's Economic Development Council, clarified a couple of things about this TIF. Per the Redevelopment Agreement the TIF is capped at \$1,115,031 total plus interest at a capped rate. That interest could fluctuate lower than the cap rate and that rate will reset annually. She explained that annually the interest rate will be set, and it could fluctuate lower than the capped rate. The cap is the maximum.

Megan explained that after a meeting with the School District at the end of June, we have included further clarification language that states regardless of the amount of TIF revenues that flow into the special allocation fund, the developer is limited to the reimbursable project cost cap subject to the provisions of the Redevelopment Agreement. Unless there is a capital contribution pursuant to the statute, the City cannot single out a single taxing jurisdiction to be limited to a certain amount of revenues. That is a statutory provision that limits this happening in that capacity. The current reimbursable project costs are as follows: money going to a private land purchase, demolition and infrastructure, and initial commercial tenant hard construction costs. Pursuant to the Redevelopment Agreement the developer will have to apply for these reimbursable project costs. The application is attached to the back of the agreement. Megan explained that she and City staff will review that application which will consist of invoices and checks, to ensure that items the developers are requesting reimbursement for fall within the categories provided in the project budget. Gilmore and Bell negotiated for the City the amounts of reimbursement must fit within the amounts provided in that project budget. It cannot exceed the amount for any single line item. For example if the demolition line is \$480,000 if demolition comes in at \$500,000 they only receives \$480,000. It is limited to that maximum amount in the project budget. If it comes in at \$300,000 the developer only receives \$300,000. They cannot move that additional \$180,000 to any other line item it has to stay for that particular line item within the project budget. If the reimbursement application is approved the developer will then receive money as it is generated within the TIF from an account called the special allocation fund that is held by the City. The statute requires the developer to show the amounts of PILOTs (Payment-In-Lieu-Of-Tax) and EATs (Economic Activity Taxes) that can be captured from within the TIF, the costs to the taxing jurisdictions which is **what you see in the CBA attached to the TIF plan.**

The Redevelopment Agreement is the contract between the City and the developer that provides how this TIF Plan is implemented and where the capped reimbursable projects costs are set. That amount is approximately \$1.1 million. **Megan explained that the approximately \$3.8 million shown in Exhibit D of the TIF Plan was the potential revenues that the TIF could generate if there was not a cap in place.** As Megan previously stated, a cap that limits what revenues can flow and how much revenues can flow to the developer has been negotiated.

Megan reiterated that the TIF Plan is what is required by statute, and it provides all the statutory requirements we have to have. The Redevelopment Agreement implements it. It kind of has the nuts and bolts of the project. She also noted certain claw backs that were negotiated into the Redevelopment Agreement; the project must be substantially completed within three years or the TIF is terminated. There is a requirement that any business within the commercial space must be a sales tax generator. Megan noted that statute allows for 23-year TIFs, and we have limited this to a maximum of 20 years. Once the TIF is done, either at the 20 years or at if it pays off earlier, or when the developer has either received all of their reimbursable project costs up to the capped amount plus the capped interest or we have hit the maximum term, the TIF gets terminated. At that time the remaining money in the special allocation fund, beyond what is owed to the developer, is then distributed pro rata back to the taxing jurisdictions and the City passes an Ordinance to terminate the TIF. She noted that it is a pretty simplistic process to terminate the TIF.

Alderman Russell asked what the capped interest rate was.

Megan explained that the interest rate was negotiated at prime plus one with a cap at 8.25%. So, 8.25% is the maximum rate the interest can be, but it can fluctuate below that.

Public comment:

Dr. Mark Maus, 16731 Riverview Road, Smithville School District Superintendent, spoke to the Board about their concerns regarding the 110 Smithville TIF proposal. He noted that the School District agrees the former hospital is distressed and there needs to be new development in that location. He said that they were excited there was interest in developing that area. He noted that their concerns were about the incentives provided. Dr. Maus explained that it was their understanding that the June 14 revisions for the 110 Smithville TIF were still the TIF plan. He asked if there had been changes please let them know. He noted that they have asked for clarification on the \$1.2 million which he believes the attorney for Gilmore Bell has tried to share. They still have concerns about the \$3.8 million available regarding this TIF. Dr. Maus noted that in December the School Board passed resolution regarding TIF and in 2020 the City of Smithville adopted policy language and had specific regarding TIFs. He said that the 110 Smithville TIF proposal does not meet either of these organizations policies or resolutions. He explained that the district's resolution calls for a maximum 50% tax abatement, not supporting residential projects and a 10-year cap on commercial and retail projects. He said that the City of Smithville's policy language was similar with minor differences. It remains the consistent 50% cap and 15 years instead of 10 years on length and discourages residential for TIF assistance and any mixed-use property, which this is. The 110 Smithville TIF proposal is 88% residential, is 20-year length and is it 70% abatement of property taxes. The School District is funded at 60% relying on local property taxes and the state has kept their funding relatively flat over the last several years. The local community continues to be relied upon to fund our schools. He noted that repeatedly it had been shared with him that this project is the exception. He said that since the adoption of the policy manual this is the only TIF brought forth and exceptions were found on length, residential being the primary part of the TIF and the percentage amount of the property taxes. It had also been shared that this may not be in place for the full 20 years. He said that that very few TIFs end early. The 110 Smithville TIF defers property taxes that would benefit all jurisdictions and puts additional burden on the Smithville taxpayers.

Jeff Bloemker, 1404 NE 182nd Terrace, School Board President, spoke to the Board to reiterate the position of the School Board. He said to be clear he and the district remain opposed to any residential TIFs. He noted that they have continuously shared that residential TIFs place and extraordinary burden on the School District. This would also add students to their rolls at the cost of \$11,020 per student. Mr. Bloemker said that adding additional students to the district through residential property while capturing the very tax dollars designed to fund those children's education puts the School District in a bad spot. He noted that when he spoke with the Board last knowing that this is indeed a community priority and shared that a total contribution from the District of approximately \$1.2 million is something they could live with and still complete our mission. Furthermore, they ask that the City work to limit the contribution of the blight remediation and commercial aspects of this project. He acknowledged that the City had worked to meet both those asks. They have concerns that this package is currently structured and still speaks of a cap plus interest, but the project plan also projects that the payments and incidental sales tax captured will total the \$3.8 million reference to appendix. Mr. Bloemker noted that they had asked privately and publicly for that clarification of that \$1.1 million. He said that in failing that clarification at least delay the latest vote until they could receive the information

that they asked for during their freedom of information request. Since they have not received that information as it currently is in process, it appears that the Board are indeed headed to a vote this evening. Mr. Bloemker noted that he was asking each member of the Board individually to affirm as they vote tonight they believe that this project is indeed capped at that \$1,115,031 plus interest amount. He explained that the School District needed that as exhibit A in any future lawsuit, should it go forward.

Carol Dawkins, 202 Highland Drive, explained to the Board that she had brought more signatures against the TIF and were up to about 156 signatures so far. She noted that she wanted to make the Board aware of that and to include those in their decision.

Deborah Garrison, 161 E First Street, spoke to the Board about how come no one is listening to them. She asked why the City was giving away city parking. She noted there not adequate sidewalks. She also noted that she would be campaigning against the Board members that would be running again.

Ali McClain, 1004 Coneflower, spoke to the Board about being at a crossroads and all that is left is to turn down a residential TIF. She said that a residential TIF is not economic development and to ask any County Commissioner in the state of Missouri. She asked that the Board do the right thing and vote down the TIF. She said to vote no on the TIF and put the people before the money. It was time to do the right thing to do what is right for the people and the public schools.

James McClain, 1004 Coneflower, said that the Board was elected to represent the people and for the most part did not think that was happening. He said that people are supposed to trust elected officials to represent them. He said that American should take responsibility of their freedom and get involved. He said that he thought the decision for the TIF was a done deal and it did not matter what these people said.

Debra Dotson, 2004 NE 196th Place, read an email that she sent to the Board of Aldermen.
For months, a small, but very vocal group has continually bashed our lovely town.

**Elected officials and city staff are publicly harassed, mistreated and maligned.*

**Ugly innuendo and rumors are frivolously tossed like feathers in the wind.*

**Some Seniors now believe the City is trying to get rid of them. Force them out of the Senior Center.*

**Local developers and business owners are portrayed as greedy, selfish and corrupt.*

I've asked people..."Where are you getting this nonsense?" It's always "They said..."

"They"...are misleading people and creating chaos instead of bringing the community together in a positive way.

"They"...have deliberately tried to divide and drive a wedge between Taxpayers. Seniors, young adults and families.

Taxpayers are being manipulated by fear. The sky is falling! The City must be stopped!

We are better than that! Smithville is better than that and we must stop this malicious nonsense.

Here's a News Flash – The same tired political rhetoric was used during the Market Place TIF. Now we have a wonderful new grocery store serving our area.

The sky...did not fall.

This important project is an expression of people's vision for downtown. An attractive, modern live-work-play walkable environment.

The project adheres to the Comprehensive Plan. The blueprint for moving this city forward based on the input of numerous Smithville Citizens.

The TIF Commission...an ethical, law-abiding highly respected group of leaders... approved it by a large majority.

The local developer has given untold amounts of goodwill and support to this community and has come forward with a solid solution.

Please do not let political rhetoric divide our town. The sky is not falling. Please approve the TIF project so that we can move forward to the future this community envisioned together.

Pat Luce, 300 Maple Lane, present via Zoom, spoke to the Board about being in favor of the TIF. She noted that the old hospital had outlived its purpose. She was glad someone wanted to transform that property. She noted that the property had changed hands many times and yet no one had developed it. Ms. Luce went on to say that the TIF Commission voted nine to two for the TIF. She said that it would be a benefit to our community and to vote yes and move forward.

Board discussion.

Mayor Boley asked Megan to address the School's question on the cap.

Megan explained that the \$3.8 million that is in exhibit D of the TIF plan is what could be generated, those are projections. She clarified that these projections are what the developer has brought forward after working with the county assessor's office and experience thinking that this is what the TIF could generate. It is just a projection. The TIF plan from June 14 states that it is only a projection.

Megan explained that the Redevelopment Agreement which has been negotiated until about two weeks ago has the cap's number in it and what will be used to implement it. She referred to:

Section 3.01. Limitation on Reimbursement to Developer. Regardless of the total amount of Reimbursable Project Costs requested by Developer or certified by the City in accordance with this Article, the City's obligation to reimburse Developer from TIF Revenues shall not exceed the Reimbursable Project Costs Cap, except that reimbursement of reimbursable interest under Section 3.02.B, Developer payments under the Funding Agreement, and Advanced Funds, shall, notwithstanding anything in this Agreement to the contrary, not count toward the Reimbursable Project Costs Cap. "Reimbursable Project Costs Cap" means One Million One Hundred Fifteen Thousand Thirty-One Dollars (\$1,115,031). Regardless of the amount of TIF Revenues in the Special Allocation Fund, the Developer shall be limited to the Reimbursable Project Costs Cap, subject to the provisions provided within this Section.

Megan explained that it also states that there is a capped interest rate, but we cannot project what that is going to be. The capped interest rate comes into effect when the developer submits the reimbursable project application for whatever amount may be but cannot exceed the \$1.1 million. Interest will be generated on that outstanding balance. Until money starts flowing into the special allocation fund from the PILOTS and EATS that are generated within the TIF and then that starts paying down. Megan explained that interest is only generated on that capped amount, and it is not compounded. The money generated will pay off the interest first and then will go toward the principal amount.

Mayor Boley asked if it was correct that the \$1.1 million is across all jurisdictions.

Megan explained that the \$1.1 million is not just one taxing jurisdiction. It is the total of the reimbursable project cost cap and all TIF revenues go towards that cap. It captures PILOTs and EATs from all taxing jurisdictions will go to paying that cap not just a single taxing jurisdiction.

Mayor Boley noted that the interest rate does have a cap of 8.25%.

Alderman Atkins asked what we had in place to make sure that the cap is in place and not exceeded it.

Megan explained that the City will set up a special allocation fund for the TIF. The developer will have to provide an application that will be checked by herself and by the City. They will make sure that the only thing that is being reimbursed are the things that are provided for in the project budget. The City will keep track of what monies flow to the developer, what the interest is generating and keep track of when that is paid off that will be noted and then we end of the TIF.

Alderman Atkins asked if it would be public record.

Megan explained that this will all be public record.

Alderman Russell asked for clarification on the 8.25% interest rate or lower, what it is on and when it is paid out.

Megan explained that the 8.25% capped interest rate is just generated on the \$1.115 million reimbursable project cost cap. It starts generating when a reimbursable project cost application is approved. The interest will generate on that amount and then once money begins flowing from the TIF from the PILOTs in the EATS it will begin to pay down interest first and then will pay off principal.

Mayor Boley noted that the interest rate is based on prime plus one.

Megan explained that the interest rate is prime plus one with a cap of 8.25% which will reset annually. If interest rate goes down and prime becomes four percent then the interest rate for that year is five percent until it regenerates the next year. It has the capacity to go down, but it cannot go above 8.25%.

Alderman Russell asked for clarification on the transfer agreement in exhibit G. He said that the land that the City owns he thought was subject to an RFP and a proposal that someone could bid on that property instead of it being transferred. He said he did not understand that the agreement was that the City was transferring the property.

Megan explained that the transferring agreement is there in case the developer at some point in time decides to transfer the property that he owns. There has been no formal agreement with the City owned property. That is still subject to City processes and has to go through the RFQ process. If that property is sold to the developer and also what the developer currently owns they do have the option to transfer that property subject to the transfer agreement.

Alderman Russell asked concerning the City owned property and the amount of \$23,243. He asked where that dollar amount came from.

Megan explained that dollar amount has no bearing on the TIF. She said just because it is in the budget and does not mean that is what the City will sell the property for.

Alderman Russell asked if the amount went up from the \$23,243 would it affect the agreement.

Megan explained that it would only affect the overall dollar amount the developer is spending, but not the reimbursement project cost. She noted that the City negotiated that they did not want any reimbursable cost going to pay for City property.

Alderman Russell asked about the parking being sufficient per City code. He said he did not see the code that it was referencing. He said that he researched different internet sites for what was adequate parking per unit and the equation for developers is 1.6 to 1.8 parking spaces per unit. He said that works out to be 136 to 153 additional parking spaces.

Cynthia explained that this agreement relates only to the financing related to this development. If this is approved, this development will still have to go through the development review process and through the Planning and Zoning Commission. Parking will be part of that review process.

Alderman Russell said that parking is still an issue and so is the funding for the School District. He also asked about the 7.5% interest rate in the plan.

Megan explained that rate is what the developer assumed the interest rate would be, it is just an approximation for that projection. She said that the capped interest rate we have now is the Wall Street Journal prime rate of 8.25%. She explained that a lot of the interest rate discussion was driven by their lender and also made sure the City was not paying an astronomical interest rate. Megan also explained that the City by statute is capped at 10%.

Alderman Russell said that the difference between the 7.5% and 8.25% is approximately \$100,000. He made the point that \$100,000 is still taxpayer's money. Alderman Russell noted that the property owner has done a lot for the community, but he also knew what he bought when he bought it. He believes the taxpayers should not have to pay for it.

Alderman Hartman went over a few of the reimbursable cost.

\$480,000 for demolition

\$450,000 for site work and infrastructure

\$154,121 for private land purchase – not the purchase of land from the City

\$30,910 for initial commercial tenant

Alderman Hartman noted that if the demolition comes in at a cost of \$450,000 that is all they will receive for demolition. He also noted that no one knows what the costs will be they are just approximations. Alderman Hartman reiterated that the City land will go out for a Request for Proposal (RFP).

Megan explained that the sell of City land will go through the City's processes and the developer is aware of that.

Alderman Hartman asked about a traffic study.

Megan explained that a traffic study had not been done. She noted that a traffic study is not required for this plan a blight study is. It is required by statute to be done by a third party and it meets the statutory requirement for blight.

Mayor Boley noted that one of the questions that keeps coming up is, what is the cap on the total amount of interest. He asked that since this has reimbursables that are determined it is an unpredicted schedule it is hard to tell what the interest is going to be from year to year.

Megan explained that it is hard to predict exactly what the interest is going to generate because it fluctuates and that rate resets annually but cannot go above the 8.25%. She said that we cannot anticipate what the interest is going to generate. There are a lot of factors such as; when they apply for the reimbursement cost, when will the TIF start generating money, when will we start capturing revenues. All of these things play into it. Megan explained that this is a pay as you go TIF. The developer is reimbursed as the money flows into the allocation fund.

By roll call vote.

Alderman Hartman – Aye, Alderman Shipley – Aye, Alderman Atkins – Aye,
Alderman Wilson – Aye, Alderman Ulledahl – Aye, Alderman Russell – No.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2996-23 approved.

4. Bill No. 2997-23, 110 Smithville TIF Redevelopment Project – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2997-23, authorizing and directing the Mayor to approve the Redevelopment Project for the 110 Smithville Tax Increment Financing Plan and activating the collection of Tax Increment Financing Revenues within the Project. 2nd reading by title only. Alderman Hartman seconded the motion.

None.

By roll call vote.

Alderman Ulledahl – Aye, Alderman Wilson – Aye, Alderman Hartman – Aye,
Alderman Shipley – Aye, Alderman Russell – No, Alderman Atkins – Aye.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2997-23 approved.

OTHER MATTERS BEFORE THE BOARD

5. Public Comment

None.

6. New Business from the Floor

Alderman Russell noted that last meeting there was a proposal to renew the contract with GT Towing. He said that instead Alderman Hartman asked that it be put out for bid. He said that he was contacted by several people who asked why. Alderman Russell said they had a problem with the perception with the Board that he thinks needs to be addressed. He thinks that they need to have more transparency, more fairness. All contracts and agreements should be rebid every two years.

Mayor Boley believed that it was only to postpone the renewal of the contract, not to put it back out for bid.

Alderman Hartman said that it was to just postpone it to have it discussed in a future work session.

7. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:51 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



FY2023 BUDGET - FINANCIAL UPDATE

7/31/2023

REVENUES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,542,691.24	5,466,340.00	4,978,028.82	5,466,340.00	91.07%
CAPITAL PROJECTS FUND	289,753.81	40,000.00	-	40,000.00	0.00%
CAPITAL IMPROVEMENT SALES TAX FUND	692,937.19	1,160,435.00	555,623.12	1,160,435.00	47.88%
DEBT SERVICE FUND	351,550.00	354,845.00	354,845.00	354,845.00	100.00%
TRANSPORTATION SALES TAX FUND	623,946.76	589,713.00	484,928.97	589,713.00	82.23%
COMBINED WATER/WASTEWATER SYSTEMS FUND	7,599,377.78	9,340,817.00	4,375,674.51	9,340,817.00	46.84%
SANITATION FUND	813,121.89	915,860.00	647,837.43	915,860.00	70.74%
SPECIAL ALLOCATION FUND	9,285,969.81	705,000.00	682,639.08	705,000.00	96.83%
PARK & STORMWATER SALES TAX FUND	701,959.69	672,435.00	555,058.62	672,435.00	82.54%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	368,778.35	422,100.00	184,611.04	422,100.00	43.74%
COMMONS CID FUND	350,438.80	380,250.00	291,475.11	380,250.00	76.65%
DONATION FUND	3,305.00	10,500.00	21,476.43	10,500.00	204.54%
AMERICAN RESCUE PLAN ACT FUND	1,120,698.48	-	-	-	
	27,744,528.80	20,058,295.00	13,132,198.13	20,058,295.00	65.47%

EXPENDITURES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,853,698.64	6,465,310.00	4,395,531.66	6,465,310.00	67.99%
CAPITAL PROJECTS FUND	127,000.00	84,000.00	83,729.34	84,000.00	
CAPITAL IMPROVEMENT SALES TAX FUND	536,192.40	1,355,370.00	462,682.00	1,355,370.00	34.14%
DEBT SERVICE FUND	339,212.50	343,040.00	250,620.00	343,040.00	73.06%
TRANSPORTATION SALES TAX FUND	656,800.23	992,246.00	182,672.35	992,246.00	18.41%
COMBINED WATER/WASTEWATER SYSTEMS FUND	3,630,014.60	13,121,615.00	4,190,127.72	13,121,615.00	31.93%
SANITATION FUND	818,525.83	900,600.00	644,459.74	900,600.00	71.56%
SPECIAL ALLOCATION FUND	7,244,891.86	1,656,902.00	812,853.20	1,656,902.00	49.06%
PARK & STORMWATER SALES TAX FUND	329,898.48	647,750.00	70,525.80	647,750.00	10.89%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	210,127.57	381,750.00	244,789.41	381,750.00	64.12%
COMMONS CID FUND	554,816.41	335,618.00	154,908.90	335,618.00	46.16%
DONATION FUND	-	20,000.00	9,885.65	20,000.00	
AMERICAN RESCUE PLAN ACT FUND	1,330,033.49	953,270.00	711,473.97	953,270.00	74.64%
	21,631,212.01	27,257,471.00	12,214,259.74	27,257,471.00	44.81%



GENERAL FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	1,007,610.30	1,043,745.00	1,097,014.89	1,043,745.00	105.10%
SALES AND USE TAXES	2,122,572.19	2,068,284.00	1,635,150.71	2,068,284.00	79.06%
FRANCHISE TAXES	742,590.12	674,690.00	595,503.31	674,690.00	88.26%
OTHER TAXES	371,802.62	385,402.00	372,192.92	385,402.00	96.57%
LICENSES, FEES, AND PERMITS	402,259.69	408,964.00	254,742.09	408,964.00	62.29%
INTERGOVERNMENTAL REVENUES	48,263.29	53,210.00	52,497.64	53,210.00	98.66%
CHARGES FOR SERVICES	327,865.38	359,230.00	283,555.74	359,230.00	78.93%
FINES AND FORFEITS	123,682.24	117,775.00	82,422.69	117,775.00	69.98%
INTEREST	126,203.05	65,000.00	439,070.90	65,000.00	675.49%
DONATIONS	-	-	-	-	#DIV/0!
OTHER REVENUE	39,976.90	5,400.00	32,915.49	5,400.00	609.55%
DEBT ISSUED	1,807.91	3,300.00	-	3,300.00	
TRANSFERS IN	225,340.00	277,560.00	127,614.00	277,560.00	45.98%
	5,539,973.69	5,462,560.00	4,972,680.38	5,462,560.00	91.03%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	676,792.05	700,930.00	524,449.46	700,930.00	74.82%
STREET	1,086,191.52	1,607,960.00	743,786.25	1,607,960.00	46.26%
POLICE	2,304,749.38	2,227,070.00	1,748,745.69	2,227,070.00	78.52%
DEVELOPMENT	467,272.31	514,820.00	344,307.87	514,820.00	66.88%
FINANCE	443,700.30	466,260.00	342,025.41	466,260.00	73.36%
COURT	-	-	-	-	
PARKS & REC	786,066.42	859,000.00	634,301.85	859,000.00	73.84%
SENIOR CENTER	27,391.10	36,890.00	25,224.61	36,890.00	68.38%
ELECTED OFFICIALS	51,777.91	43,280.00	25,233.25	43,280.00	58.30%
ANIMAL SHELTER	9,757.65	9,100.00	7,457.27	9,100.00	81.95%
EMERGENCY	-	-	-	-	
	5,853,698.64	6,465,310.00	4,395,531.66	6,465,310.00	67.99%

ADMINISTRATION

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,981.84	317,640.00	232,987.36	317,640.00	73.35%
PART-TIME WAGES	33,442.35	37,500.00	28,571.00	37,500.00	76.19%
OVERTIME WAGES	-	-	-	-	
FICA EXPENSE	24,516.20	27,170.00	19,372.83	27,170.00	71.30%
EMPLOYEE BENEFITS	19,898.78	23,080.00	25,750.13	23,080.00	111.57%
WORKER'S COMPENSATION	564.31	760.00	556.60	760.00	73.24%
RETIREMENT EXPENSE	25,680.89	33,390.00	21,941.08	33,390.00	65.71%
UNEMPLOYMENT BENEFITS	3,728.56	-	-	-	
Personnel	401,812.93	439,540.00	329,179.00	439,540.00	74.89%
REPAIRS & MAINTENANCE - BLDG	6,680.97	9,170.00	17,045.02	9,170.00	185.88%
REPAIRS & MAINTENANCE - EQUIP	6,693.10	8,840.00	6,940.88	8,840.00	78.52%
REPAIRS & MAINT - VEHICLES	-	-	-	-	
REPAIRS & MAINTENANCE - SFTWRE	18,115.03	19,400.00	19,440.76	19,400.00	100.21%
ELECTRICITY	1,305.28	2,050.00	873.87	2,050.00	42.63%
TELEPHONE/INTERNET	2,824.71	2,770.00	2,142.82	2,770.00	77.36%
MOBILE COMMUNICATIONS	2,410.07	2,490.00	1,857.06	2,490.00	74.58%
CAPITAL EXPENDITURES - EQUIP	-	19,000.00	22,394.40	19,000.00	117.87%
CAPITAL EXPENDITURES - SOFTWRE	-	60,000.00	-	60,000.00	0.00%
TOOLS & SUPPLIES	602.86	430.00	1,573.46	430.00	365.92%
Operation and Maintenance	38,632.02	124,150.00	72,268.27	124,150.00	58.21%
FUEL	-	-	-	-	
Contractual Services	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Insurance	#N/A	#N/A	#N/A	#N/A	#N/A
INSURANCE EXPENSE	5,343.67	6,650.00	15,921.26	6,650.00	239.42%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
TRAINING & TRAVEL EXPENSE	13,145.37	11,410.00	10,158.11	11,410.00	89.03%
OFFICE SUPPLIES	8,201.09	7,170.00	6,137.99	7,170.00	85.61%
Office and Administrative	#N/A	#N/A	#N/A	#N/A	#N/A
EMPLOYEE WELLNESS	-	-	112.97	-	11297.00%
Capital Improvement Projects	-	-	112.97	-	11297.00%
Transfers Out					
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	#VALUE!

PUBLIC WORKS (STREET)

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	429,174.71	497,450.00	362,803.70	497,450.00	72.93%
PART-TIME WAGES	20,971.42	22,360.00	16,401.88	22,360.00	73.35%
OVERTIME WAGES	8,795.94	8,000.00	3,831.62	8,000.00	47.90%
FICA EXPENSE	32,153.05	40,380.00	26,888.61	40,380.00	66.59%
EMPLOYEE BENEFITS	67,071.29	88,190.00	71,270.90	88,190.00	80.82%
WORKER'S COMPENSATION	32,136.78	42,610.00	31,206.24	42,610.00	73.24%
RETIREMENT EXPENSE	37,250.46	47,520.00	30,015.98	47,520.00	63.16%
UNIFORM EXPENSE	1,956.61	3,000.00	3,291.76	3,000.00	109.73%
Personnel	629,510.26	749,510.00	545,710.69	749,510.00	72.81%
REPAIRS & MAINTENANCE - BLDG	38.66	1,000.00	-	1,000.00	0.00%
REPAIRS & MAINTENANCE - EQUIP	1,620.45	1,490.00	425.22	1,490.00	28.54%
REPAIRS & MAINT - VEHICLES	2,626.95	1,500.00	1,578.28	1,500.00	105.22%
REPAIRS & MAINTENANCE - SFWRE	103,135.53	9,940.00	5,817.21	9,940.00	58.52%
ELECTRICITY	85,999.58	94,300.00	71,526.74	94,300.00	75.85%
PROPANE	5,058.39	10,000.00	6,049.80	10,000.00	60.50%
TELEPHONE/INTERNET	5,838.69	4,630.00	3,727.21	4,630.00	80.50%
MOBILE COMMUNICATIONS	4,848.98	5,200.00	5,333.53	5,200.00	102.57%
CAPITAL EXPENDITURES - EQUIP	2,076.77	-	45.25	-	4525.00%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
TOOLS & SUPPLIES	748.42	1,500.00	250.84	1,500.00	16.72%
FUEL	-	-	101.91	-	10191.00%
Operation and Maintenance	211,992.42	129,560.00	94,855.99	129,560.00	73.21%
PROFESSIONAL SERVICES	161,454.97	237,070.00	43,241.07	237,070.00	18.24%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Contractual Services	#N/A	#N/A	#N/A	#N/A	#N/A
DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
Insurance	-	1,000.00	-	1,000.00	0.00%
INSURANCE EXPENSE	13,806.82	19,370.00	20,634.24	19,370.00	106.53%
TRAINING & TRAVEL EXPENSE	4,287.44	3,000.00	3,138.10	3,000.00	104.60%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Office and Administrative	#N/A	#N/A	#N/A	#N/A	#N/A
MEMBERSHIPS & SUBSCRIPTIONS	1,354.52	950.00	40.00	950.00	4.21%
Capital Improvement Projects	1,354.52	950.00	40.00	950.00	4.21%
CAPITAL IMPROVEMENT PROJECTS	42,183.00	430,000.00	-	430,000.00	0.00%
Other Expenses	42,183.00	430,000.00	-	430,000.00	0.00%
MISCELLANEOUS EXPENSE	-	-	(250.00)	-	-25000.00%
Transfers Out	-	-	(250.00)	-	-25000.00%
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	#N/A

POLICE DEPARTMENT

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	1,085,225.89	1,189,510.00	910,828.27	1,189,510.00	76.57%
PART-TIME WAGES	16,026.31	19,900.00	11,146.54	19,900.00	56.01%
OVERTIME WAGES	100,484.98	67,600.00	57,831.91	67,600.00	85.55%
FICA EXPENSE	87,449.84	92,520.00	71,002.47	92,520.00	76.74%
EMPLOYEE BENEFITS	151,300.84	174,780.00	155,396.78	174,780.00	88.91%
WORKER'S COMPENSATION	49,832.93	62,840.00	46,022.07	62,840.00	73.24%
RETIREMENT EXPENSE	94,651.97	155,890.00	93,966.17	155,890.00	60.28%
UNIFORM EXPENSE	25,246.73	24,970.00	10,544.97	24,970.00	42.23%
Personnel	1,610,219.49	1,788,010.00	1,356,739.18	1,788,010.00	75.88%
REPAIRS & MAINT - BLDG	13,959.99	9,910.00	8,552.78	9,910.00	86.30%
REPAIRS & MAINTENANCE - EQUIP	10,139.37	9,110.00	11,116.88	9,110.00	122.03%
REPAIRS & MAINT - VEHICLES	46,768.94	23,960.00	32,674.06	23,960.00	136.37%
REPAIRS & MAINT - SOFTWARE	28,493.70	41,860.00	27,600.66	41,860.00	65.94%
ELECTRICITY	7,190.88	7,160.00	5,993.45	7,160.00	83.71%
TELEPHONE/INTERNET	5,636.02	7,730.00	3,148.55	7,730.00	40.73%
MOBILE COMMUNICATIONS	7,292.03	9,390.00	8,466.71	9,390.00	90.17%
CAPITAL EXPENDITURES - EQUIP	90,751.88	26,700.00	31,647.12	26,700.00	118.53%
CAPITAL EXPENDITURES - VEHICLE	415.38	-	1,200.00	-	120000.00%
CAPITAL EXPENDITURES - SFTWARE	20,200.87	2,500.00	1,519.20	2,500.00	60.77%
TOOLS & SUPPLIES	16,096.56	19,470.00	10,572.51	19,470.00	54.30%
FUEL	48,347.33	48,750.00	31,645.18	48,750.00	64.91%
ANIMAL CONTROL	-	500.00	45.12	500.00	9.02%
Operation and Maintenance	295,292.95	207,040.00	174,182.22	207,040.00	84.13%
PROFESSIONAL SERVICES	74,066.54	36,760.00	34,486.22	36,760.00	93.81%
LEGAL FEES	-	-	1,980.00	-	198000.00%
DISPATCHING	71,104.49	72,560.00	65,204.66	72,560.00	89.86%
CONFINEMENT	3,425.21	6,000.00	3,406.17	6,000.00	56.77%
Contractual Services	148,596.24	115,320.00	105,077.05	115,320.00	91.12%
COURT APPOINTED FEES	-	-	7,164.59	-	716459.00%
Insurance	-	-	7,164.59	-	716459.00%
INSURANCE DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
INSURANCE EXPENSE	51,193.79	56,120.00	54,031.64	56,120.00	96.28%
TRAINING & TRAVEL EXPENSE	33,971.78	28,810.00	25,681.84	28,810.00	89.14%
ACADEMY TRAINING	5,239.18	10,000.00	10,478.36	10,000.00	104.78%
Office and Administrative	90,404.75	95,930.00	90,191.84	95,930.00	94.02%
ADVERTISING	335.90	250.00	-	250.00	0.00%
Capital Improvement Projects	335.90	250.00	-	250.00	0.00%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
MEMBERSHIPS & SUBSCRIPTIONS	20,912.65	17,190.00	10,483.32	17,190.00	
Other Expenses	#N/A	#N/A	#N/A	#N/A	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	

DEVELOPMENT

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,553.34	311,210.00	213,157.29	311,210.00	68.49%
OVERTIME WAGES	432.03	750.00	286.38	750.00	38.18%
FICA EXPENSE	21,349.44	23,870.00	15,281.22	23,870.00	64.02%
EMPLOYEE BENEFITS	31,549.52	36,050.00	31,278.64	36,050.00	86.76%
WORKER'S COMPENSATION	10,171.88	12,880.00	9,432.91	12,880.00	73.24%
RETIREMENT EXPENSE	25,870.89	29,330.00	18,442.89	29,330.00	62.88%
UNIFORM EXPENSE	764.20	1,800.00	161.45	1,800.00	8.97%
Personnel	383,691.30	415,890.00	288,040.78	415,890.00	69.26%
REPAIRS & MAINTENANCE - BLDG	1,449.52	1,320.00	1,503.00	1,320.00	113.86%
REPAIRS & MAINTENANCE - EQUIP	890.01	1,630.00	1,029.81	1,630.00	63.18%
REPAIRS & MAINT - VEHICLES	2,866.09	1,640.00	86.13	1,640.00	5.25%
REPAIRS & MAINT - SFTWRE/MAPS	25,097.94	23,560.00	24,865.23	23,560.00	105.54%
ELECTRICITY	1,083.19	1,410.00	873.87	1,410.00	61.98%
TELEPHONE/INTERNET	1,708.71	1,950.00	1,008.15	1,950.00	51.70%
MOBILE COMMUNICATIONS	1,867.06	2,200.00	1,641.28	2,200.00	74.60%
CAPITAL EXPENDITURES - EQUIP	3,166.99	1,600.00	2,005.98	1,600.00	125.37%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
TOOLS & SUPPLIES	184.32	1,020.00	164.58	1,020.00	16.14%
FUEL	4,094.86	6,570.00	1,754.10	6,570.00	26.70%
Operation and Maintenance	42,408.69	42,900.00	34,932.13	42,900.00	81.43%
PROFESSIONAL SERVICES	27,640.88	36,190.00	9,668.22	36,190.00	26.72%
Contractual Services	27,640.88	36,190.00	9,668.22	36,190.00	26.72%
INSURANCE EXPENSE	6,537.74	7,210.00	6,456.46	7,210.00	89.55%
Insurance	6,537.74	7,210.00	6,456.46	7,210.00	89.55%
TRAINING & TRAVEL EXPENSE	2,612.28	3,000.00	1,377.57	3,000.00	45.92%
OFFICE SUPPLIES EXPENSE	1,046.45	1,000.00	722.66	1,000.00	72.27%
POSTAGE	1,140.27	1,800.00	889.54	1,800.00	49.42%
ADVERTISING	2,154.70	5,400.00	2,150.51	5,400.00	39.82%
MEMBERSHIPS & SUBSCRIPTIONS	40.00	1,430.00	70.00	1,430.00	4.90%
Office and Administrative	6,993.70	12,630.00	5,210.28	12,630.00	41.25%
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	467,272.31	514,820.00	344,307.87	514,820.00	66.88%

FINANCE DEPARTMENT

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	230,587.77	247,930.00	167,639.29	247,930.00	67.62%
PART-TIME WAGES	-	-	-	-	
OVERTIME WAGES	94.94	750.00	504.00	750.00	67.20%
FICA EXPENSE	16,960.54	19,030.00	12,577.21	19,030.00	66.09%
EMPLOYEE BENEFITS	40,531.98	50,450.00	24,641.17	50,450.00	48.84%
WORKER'S COMPENSATION	414.64	520.00	380.83	520.00	73.24%
RETIREMENT EXPENSE	19,653.90	23,380.00	14,222.33	23,380.00	60.83%
Personnel	308,243.77	342,060.00	219,964.83	342,060.00	64.31%
REPAIRS & MAINTENANCE - BLDG	915.24	880.00	732.00	880.00	83.18%
REPAIRS & MAINTENANCE - EQUIP	1,727.73	740.00	663.67	740.00	89.69%
REPAIRS & MAINTENANCE - SFTWRE	22,087.72	22,160.00	19,624.92	22,160.00	88.56%
ELECTRICITY	787.79	1,030.00	635.55	1,030.00	61.70%
TELEPHONE/INTERNET	1,132.32	1,380.00	700.64	1,380.00	50.77%
MOBILE COMMUNICATIONS	445.99	490.00	363.96	490.00	74.28%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
TOOLS & SUPPLIES	302.71	1,340.00	1,425.45	1,340.00	106.38%
Operation and Maintenance	27,399.50	28,020.00	24,146.19	28,020.00	86.17%
PROFESSIONAL SERVICES	41,242.56	37,850.00	41,139.64	37,850.00	108.69%
Contractual Services	41,242.56	37,850.00	41,139.64	37,850.00	108.69%
INSURANCE EXPENSE	3,428.00	3,690.00	3,192.42	3,690.00	86.52%
Insurance	3,428.00	3,690.00	3,192.42	3,690.00	86.52%
TRAINING & TRAVEL EXPENSE	769.10	1,200.00	888.26	1,200.00	74.02%
OFFICE SUPPLIES	1,069.36	650.00	1,676.13	650.00	257.87%
ADVERTISING	-	260.00	-	260.00	0.00%
BANK CHARGES	61,033.01	52,010.00	50,522.94	52,010.00	97.14%
MEMBERSHIPS & SUBSCRIPTIONS	515.00	520.00	495.00	520.00	95.19%
Office and Administrative	63,386.47	54,640.00	53,582.33	54,640.00	98.06%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	443,700.30	466,260.00	342,025.41	466,260.00	73.36%

PARKS & RECREATION

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	263,511.32	321,350.00	223,147.53	321,350.00	69.44%
PART-TIME WAGES	17,576.48	21,840.00	17,286.76	21,840.00	79.15%
PART-TIME RECREATION WAGES	4,647.46	4,100.00	377.13	4,100.00	9.20%
OVERTIME WAGES	3,625.49	2,000.00	3,737.51	2,000.00	186.88%
FICA EXPENSE	21,503.89	26,730.00	18,569.19	26,730.00	69.47%
EMPLOYEE BENEFITS	30,541.75	56,220.00	26,224.11	56,220.00	46.65%
WORKER'S COMPENSATION	11,738.41	15,730.00	11,520.16	15,730.00	73.24%
RETIREMENT EXPENSE	18,556.94	30,400.00	17,495.79	30,400.00	57.55%
UNIFORM EXPENSE	2,428.34	3,250.00	3,740.30	3,250.00	115.09%
Personnel	374,130.08	481,620.00	322,098.48	481,620.00	66.88%
REPAIRS & MAINTENANCE - BLDG	2,568.07	1,000.00	667.84	1,000.00	66.78%
REPAIRS & MAINTENANCE - EQUIP	34,033.23	11,500.00	12,103.91	11,500.00	105.25%
REPAIRS & MAINT - VEHICLES	295.81	750.00	489.31	750.00	65.24%
REPAIRS & MAINT - INFRASTRUCTR	7,694.71	21,000.00	17,156.55	21,000.00	81.70%
REPAIRS & MAINT - PARKS	13,920.35	19,000.00	21,558.03	19,000.00	113.46%
REPAIRS & MAINT - SOFTWARE	14,468.59	15,420.00	5,058.38	15,420.00	32.80%
REPAIRS & MAINT - SMITH'S FORK	109,752.67	10,000.00	18,742.60	10,000.00	187.43%
ELECTRICITY	28,060.96	32,400.00	19,301.56	32,400.00	59.57%
PROPANE	5,387.10	9,000.00	5,512.50	9,000.00	61.25%
TELEPHONE/INTERNET	6,392.63	7,250.00	4,588.15	7,250.00	63.28%
MOBILE COMMUNICATIONS	2,989.98	3,260.00	2,008.29	3,260.00	61.60%
CAPITAL EXPENDITURES - EQUIP	-	-	49,939.40	-	4993940.00%
CAPITAL EXPENDITURES - VEHICLE	-	47,850.00	-	47,850.00	0.00%
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	-
CAPITAL EXPENDITURES - BLDG	-	-	-	-	-
TOOLS & SUPPLIES	8,017.12	6,000.00	4,130.96	6,000.00	68.85%
FUEL	16,849.31	12,380.00	7,733.73	12,380.00	62.47%
recreation	-	-	-	-	-
YOUTH REC LEAGUE UNIFORMS	19,920.45	20,010.00	14,308.87	20,010.00	71.51%
YOUTH REC LEAGUE UMPIRES	18,003.93	12,320.00	15,725.70	12,320.00	127.64%
ADULT REC LEAGUE UNIFORMS	-	1,000.00	40.71	1,000.00	4.07%
ADULT REC LEAGUE OFFICIALS	-	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	400.42	720.00	-	720.00	0.00%
REC LEAGUE SUPPLIES/AWARDS	15,035.30	27,010.00	16,458.89	27,010.00	60.94%
REC LEAGUE ADVERTISING	1,195.37	1,000.00	951.80	1,000.00	95.18%
Operation and Maintenance	304,986.00	259,870.00	216,477.18	259,870.00	83.30%
BIKE RACE	1,488.67	11,550.00	5,168.64	11,550.00	44.75%
PROFESSIONAL SERVICES	14,672.45	5,310.00	8,191.79	5,310.00	154.27%
MOWING SERVICES	-	-	-	-	-
RENTAL SERVICES	-	-	-	-	-
LEASE PAYMENTS	38,701.20	40,640.00	40,636.26	40,640.00	99.99%
Contractual Services	54,862.32	57,500.00	53,996.69	57,500.00	93.91%
CAMP HOST SERVICES	14,700.00	14,700.00	10,000.00	14,700.00	68.03%
Insurance	14,700.00	14,700.00	10,000.00	14,700.00	68.03%
FIREWORKS DISPLAY	16,000.00	16,000.00	-	16,000.00	0.00%
MOVIE NIGHTS	2,062.07	2,400.00	56.75	2,400.00	2.36%
INSURANCE EXPENSE	12,701.27	15,500.00	16,738.80	15,500.00	107.99%
TRAINING & TRAVEL EXPENSE	3,639.83	7,890.00	8,921.05	7,890.00	113.07%
OFFICE SUPPLIES	534.52	750.00	2,733.94	750.00	364.53%
ADVERTISING	2,125.33	1,000.00	2,180.96	1,000.00	218.10%
Office and Administrative	37,063.02	43,540.00	30,631.50	43,540.00	70.35%
OUTSIDE SPONSORSHIPS	-	1,000.00	-	1,000.00	0.00%
Capital Improvement Projects	-	1,000.00	-	1,000.00	0.00%
Debt - Principal	-	-	-	-	-
Debt - Interest	-	-	-	-	-
Transfers Out	-	-	-	-	-
TOTAL GENERAL FUND	785,741.42	858,230.00	633,203.85	858,230.00	-

SENIOR CENTER

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	10,663.97	8,180.00	4,180.38	8,180.00	51.10%
ELECTRICITY	2,206.69	1,740.00	1,315.30	1,740.00	75.59%
NATURAL GAS	1,134.35	1,560.00	1,169.55	1,560.00	74.97%
TELEPHONE/INTERNET	1,641.89	1,970.00	1,502.81	1,970.00	76.28%
TOOLS & SUPPLIES	99.85	2,750.00	545.67	2,750.00	19.84%
Operation and Maintenance	15,746.75	16,200.00	8,713.71	16,200.00	53.79%
PROFESSIONAL SERVICES	7,855.25	16,900.00	15,043.00	16,900.00	89.01%
Contractual Services	7,855.25	16,900.00	15,043.00	16,900.00	89.01%
INSURANCE	3,789.10	3,790.00	1,467.90	3,790.00	38.73%
Insurance	3,789.10	3,790.00	1,467.90	3,790.00	38.73%
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	27,391.10	36,890.00	25,224.61	36,890.00	68.38%

ELECTED OFFICIALS

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
PART-TIME WAGES	14,550.00	15,150.00	10,950.00	15,150.00	72.28%
FICA EXPENSE	1,113.44	1,160.00	837.95	1,160.00	72.24%
WORKER'S COMPENSATION	30.34	40.00	29.29	40.00	73.23%
Personnel	15,693.78	16,350.00	11,817.24	16,350.00	72.28%
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,163.55	1,320.00	976.00	1,320.00	73.94%
REPAIRS & MAINT - SOFTWARE	1,067.08	2,140.00	1,130.22	2,140.00	52.81%
ELECTRICITY	1,378.63	1,160.00	1,112.24	1,160.00	95.88%
TELEPHONE/INTERNET	1,383.91	1,590.00	523.71	1,590.00	32.94%
MOBILE COMMUNICATIONS	-	-	-	-	
TOOLS & SUPPLIES	7.50	220.00	45.00	220.00	20.45%
Operation and Maintenance	5,000.67	6,430.00	3,787.17	6,430.00	58.90%
COMMUNITY RELATIONS ALLOWANCE	-	-	-	-	
Contractual Services	-	-	-	-	
PROFESSIONAL SERVICES	14,266.46	5,160.00	252.39	5,160.00	4.89%
Insurance	14,266.46	5,160.00	252.39	5,160.00	4.89%
INSURANCE EXPENSE	1,363.42	1,660.00	1,571.77	1,660.00	94.68%
TRAINING & TRAVEL EXPENSE	1,905.72	2,750.00	2,196.62	2,750.00	79.88%
OFFICE SUPPLIES	563.61	1,000.00	463.67	1,000.00	46.37%
ADVERTISING	12,199.25	8,350.00	3,959.39	8,350.00	47.42%
MEMBERSHIPS & SUBSCRIPTIONS	785.00	1,580.00	1,185.00	1,580.00	75.00%
Office and Administrative	16,817.00	15,340.00	9,376.45	15,340.00	61.12%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	51,777.91	43,280.00	25,233.25	43,280.00	58.30%

ANIMAL SHELTER

7/31/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<hr/>					
Personnel	-	-	-	-	
REPAIRS & MAINT - BLDG	853.46	600.00	2,391.85	600.00	398.64%
TOOLS & SUPPLIES	1,584.57	1,500.00	1,589.13	1,500.00	105.94%
Operation and Maintenance	2,438.03	2,100.00	3,980.98	2,100.00	189.57%
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PROFESSIONAL SERVICES	7,141.62	6,000.00	3,476.29	6,000.00	57.94%
Contractual Services	7,141.62	6,000.00	3,476.29	6,000.00	57.94%
<hr/>					
Insurance	-	-	-	-	
<hr/>					
ADVERTISING	-	-	-	-	
Office and Administrative	-	-	-	-	
<hr/>					
TRAINING & TRAVEL	178.00	1,000.00	-	1,000.00	0.00%
Capital Improvement Projects	178.00	1,000.00	-	1,000.00	0.00%
<hr/>					
Other Expenses	-	-	-	-	
<hr/>					
Debt - Principal	-	-	-	-	
<hr/>					
Debt - Interest	-	-	-	-	
<hr/>					
Transfers Out	-	-	-	-	
<hr/>					
TOTAL GENERAL FUND	9,757.65	9,100.00	7,457.27	9,100.00	81.95%



SPECIAL ALLOCATION FUND (MARKETPLACE TIF)

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	189,504.87	195,000.00	209,948.14	195,000.00	107.67%
SALES AND USE TAXES	9,096,464.94	510,000.00	472,690.94	510,000.00	92.68%
	9,285,969.81	705,000.00	682,639.08	705,000.00	96.83%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	7,244,891.86	1,656,902.00	812,853.20	1,656,902.00	49.06%
	7,244,891.86	1,656,902.00	812,853.20	1,656,902.00	49.06%



CAPITAL PROJECTS FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
INTERGOVERNMENTAL REVENUES	-	-	-	-
DEBT ISSUED	-	-	-	-
TRANSFERS IN	112,274.47	-	-	-
PARK IMPROVEMENT REVENUE	77,479.34	40,000.00	-	40,000.00
	112,274.47	-	-	-

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
STREET	127,000.00	-	-	-
	127,000.00	-	-	-



TRANSPORTATION SALES TAX FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	608,120.52	589,713.00	482,618.97	589,713.00	81.84%
STREET & CURB CUT FEES	-	-	2,310.00	-	
MISCELLANEOUS REVENUE	15,826.24	-	-	-	
PROCEEDS FROM DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	-	-	-	
	623,946.76	589,713.00	484,928.97	589,713.00	82.23%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	656,800.23	992,246.00	182,672.35	992,246.00	18.41%
	656,800.23	992,246.00	182,672.35	992,246.00	18.41%

TRANSPORTATION SALES TAX FUND

7/31/2023

TRANSPORTATION SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<hr/>					
Personnel	-	-	-	-	
TRANSFERS OUT	20,000.00	35,000.00	35,000.00	35,000.00	100.00%
REPAIRS & MAINTENANCE - BLDG	1,753.72	1,000.00	244.57	1,000.00	24.46%
REPAIRS & MAINTENANCE - EQUIP	15,897.09	15,000.00	16,798.79	15,000.00	111.99%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CAPITAL EXPENDITURES - EQUIP	18,500.00	6,960.00	11,692.00	6,960.00	167.99%
SUPPLIES - STREET SIGNS	-	-	49.80	-	4980.00%
<hr/>					
Operation and Maintenance	#N/A	#N/A	#N/A	#N/A	#N/A
FUEL	18,948.76	17,820.00	14,848.16	17,820.00	
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Contractual Services	18,948.76	17,820.00	14,848.16	17,820.00	
PROFESSIONAL SERVICES	3,721.47	105,000.00	56,000.00	105,000.00	53.33%
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Insurance	3,721.47	105,000.00	56,000.00	105,000.00	53.33%
DEBT PRINCIPAL PAYMENTS	38,969.28	35,010.00	35,010.00	35,010.00	100.00%
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Office and Administrative	38,969.28	35,010.00	35,010.00	35,010.00	100.00%
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Capital Improvement Projects	-	-	-	-	
<hr/>					
Other Expenses	-	-	-	-	
FUEL	18,948.76	17,820.00	14,848.16	17,820.00	83.32%
<hr/>					
Debt - Principal	18,948.76	17,820.00	14,848.16	17,820.00	83.32%
INSURANCE EXPENSE	-	-	-	-	
<hr/>					
Debt - Interest	-	-	-	-	
<hr/>					
Transfers Out	-	-	-	-	
<hr/>					
TRANSPORTATION SALES TAX FUND	#N/A	#N/A	#N/A	#N/A	#N/A



CAPITAL IMPROVEMENT SALES TAX FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	692,937.19	672,435.00	555,623.12	672,435.00	82.63%
TRANSFERS IN	-	-	-	-	
	692,937.19	672,435.00	555,623.12	672,435.00	82.63%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	536,192.40	1,355,370.00	462,682.00	1,355,370.00	34.14%
	536,192.40	1,355,370.00	462,682.00	1,355,370.00	34.14%

CAPITAL IMPROVEMENT SALES TAX FUND

7/31/2023

CAPITAL IMPROVE SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Office and Administrative	-	-	-	-	
TRANSFERS OUT	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
PROFESSIONAL SERVICES	72,367.93	109,000.00	107,837.00	109,000.00	98.93%
Transfers Out	72,367.93	109,000.00	107,837.00	109,000.00	98.93%
TOTAL CAPITAL IMPROVE SALES TAX FUND	72,367.93	109,000.00	107,837.00	109,000.00	



DEBT SERVICE FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	-	-	-	-	
TRANSFERS IN	351,550.00	354,845.00	354,845.00	354,845.00	100.00%
	351,550.00	354,845.00	354,845.00	354,845.00	100.00%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	339,212.50	343,040.00	250,620.00	343,040.00	73.06%
	339,212.50	343,040.00	250,620.00	343,040.00	73.06%

DEBT SERVICE FUND

7/31/2023

DEBT SERVICE FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE PAYMENTS	145,000.00	155,000.00	155,000.00	155,000.00	100.00%
Debt - Principal	145,000.00	155,000.00	155,000.00	155,000.00	100.00%
INTEREST	194,212.50	188,040.00	95,620.00	188,040.00	50.85%
Debt - Interest	194,212.50	188,040.00	95,620.00	188,040.00	50.85%
Transfers Out	-	-	-	-	
TOTAL DEBT SERVICE FUND	339,212.50	343,040.00	250,620.00	343,040.00	



WATER & WASTEWATER SYSTEMS FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
LICENSES, FEES, AND PERMITS	-	-	-	-	
CHARGES FOR SERVICES	5,857,400.49	5,070,817.00	4,133,840.08	5,070,817.00	81.52%
IMPACT FEES	283,906.00	330,000.00	194,832.00	330,000.00	59.04%
OTHER REVENUE	84,494.81	-	11,671.40	-	
DEBT ISSUED	1,373,576.48	3,940,000.00	34,481.03	3,940,000.00	0.88%
TRANSFERS IN	-	-	-	-	
	7,599,377.78	9,340,817.00	4,374,824.51	9,340,817.00	46.84%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
UTILITIES	3,630,014.60	13,121,615.00	4,190,127.72	13,121,615.00	31.93%
	3,630,014.60	13,121,615.00	4,190,127.72	13,121,615.00	31.93%

CWWS FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	777,255.74	912,150.00	656,114.96	912,150.00	71.93%
OVERTIME WAGES	28,068.48	20,000.00	30,180.34	20,000.00	150.90%
FICA EXPENSE	59,721.82	71,310.00	50,402.57	71,310.00	70.68%
EMPLOYEE BENEFITS	94,132.53	123,760.00	92,201.72	123,760.00	74.50%
WORKER'S COMPENSATION	35,672.44	47,920.00	35,095.14	47,920.00	73.24%
RETIREMENT EXPENSE	68,589.85	87,630.00	62,255.88	87,630.00	71.04%
UNIFORM EXPENSE	6,201.53	9,000.00	6,026.09	9,000.00	66.96%
Personnel	1,069,642.39	1,271,770.00	932,276.70	1,271,770.00	73.31%
REPAIRS & MAINTENANCE - EQUIP	5,040.58	6,990.00	11,565.17	6,990.00	165.45%
REPAIRS & MAINT - VEHICLES	2,968.05	3,000.00	2,463.62	3,000.00	82.12%
REPAIRS & MAINT - WATER LINES	47,485.59	88,500.00	71,081.18	88,500.00	80.32%
REPAIRS & MAINT - SEWER LINES	38,355.80	300,000.00	286,626.87	300,000.00	95.54%
REPAIRS & MAINT - WATER PLANT	28,414.75	294,000.00	63,261.93	294,000.00	21.52%
REPAIRS & MAINT - WW PLANT	64,975.00	180,000.00	196,805.12	180,000.00	109.34%
REPAIRS & MAINT - SOFTWARE	13,409.27	25,730.00	15,833.04	25,730.00	61.54%
REPAIRS & MAINT - WATER TOWERS	110,294.84	126,270.00	113,084.72	126,270.00	89.56%
ELECTRICITY	242,199.15	243,490.00	192,593.64	243,490.00	79.10%
PROPANE	5,814.00	15,000.00	6,089.40	15,000.00	40.60%
TELEPHONE/INTERNET	15,161.57	12,250.00	12,625.86	12,250.00	103.07%
MOBILE COMMUNICATIONS	10,041.33	10,850.00	9,367.91	10,850.00	86.34%
CAPITAL EXPENDITURES - EQUIP	299.55	66,500.00	85,322.85	66,500.00	128.31%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	-
CAPITAL EXPENDITURES - SOFTWARE	-	1,500.00	3,145.00	1,500.00	209.67%
CAPITAL EXPENDITURES - HRDWRE	-	-	-	-	-
CAPITAL EXPENDITURES - TOWERS	-	-	-	-	-
CAPITAL EXPENDITURES - BLDG	-	-	-	-	-
CAPITAL EXPENDITURES - WATER P	-	-	-	-	-
CAPITAL EXPENDITURES - WW PLAN	-	-	-	-	-
CAPITAL EXPENDITURES - LINES	-	-	-	-	-
TOOLS & SUPPLIES	26,644.02	25,000.00	27,680.37	25,000.00	110.72%
SUPPLIES - CONNECTIONS	61,119.45	90,000.00	88,080.14	90,000.00	97.87%
SUPPLIES - LAB	20,728.64	30,000.00	29,359.87	30,000.00	97.87%
SUPPLIES - WATER CHEMICALS	157,562.11	150,000.00	129,240.32	150,000.00	86.16%
SUPPLIES - WW CHEMICALS	10,264.38	15,000.00	14,373.55	15,000.00	95.82%
FUEL	19,503.91	18,600.00	11,530.54	18,600.00	61.99%
Operation and Maintenance	880,281.99	1,702,680.00	1,370,131.10	1,702,680.00	80.47%
PROFESSIONAL SERVICES	124,722.49	1,060,330.00	330,454.63	1,060,330.00	31.17%
EASEMENT ACQUISITION	-	75,000.00	50,290.00	75,000.00	67.05%
DEBT PRINCIPAL PAYMENTS	15,853.81	355,000.00	314.83	355,000.00	0.09%
Contractual Services	140,576.30	1,490,330.00	381,059.46	1,490,330.00	25.57%
WASTEWATER TREATMENT SERVICE	127,167.30	136,850.00	100,122.75	136,850.00	73.16%
Insurance	127,167.30	136,850.00	100,122.75	136,850.00	73.16%
INSURANCE EXPENSE	79,220.49	71,720.00	90,926.96	71,720.00	126.78%
OTHER LEASE EXPENSE	-	17,147.00	12,646.99	17,147.00	73.76%
TRAINING & TRAVEL EXPENSE	3,461.10	7,500.00	4,638.24	7,500.00	61.84%
OFFICE SUPPLIES	1,514.25	6,000.00	2,385.42	6,000.00	39.76%
POSTAGE	2,040.34	1,500.00	2,364.86	1,500.00	157.66%
ADVERTISING	-	250.00	194.25	250.00	77.70%
Office and Administrative	86,236.18	104,117.00	113,156.72	104,117.00	108.68%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CAPITAL IMPROVEMENT PROJECTS	4,419.85	6,841,900.00	994,730.88	6,841,900.00	14.54%
Capital Improvement Projects	#N/A	#N/A	#N/A	#N/A	#N/A
WATER IMPACT PROJECTS	-	200,000.00	-	200,000.00	0.00%
WASTEWATER IMPACT PROJECTS	-	700,000.00	-	700,000.00	0.00%
AMORTIZATION EXPENSE	-	-	-	-	-
Other Expenses	-	900,000.00	-	900,000.00	0.00%
Debt - Principal	-	-	-	-	-
MEMBERSHIPS & SUBSCRIPTIONS	1,040.99	380.00	75.95	380.00	19.99%
Debt - Interest	1,040.99	380.00	75.95	380.00	19.99%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Transfers Out	#N/A	#N/A	#N/A	#N/A	#N/A
TOTAL CWWS FUND	#N/A	#N/A	#N/A	#N/A	#N/A



SANITATION FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
CHARGES FOR SERVICES	813,121.89	915,860.00	647,837.43	915,860.00	70.74%
TRANSFERS IN	-	-	-	-	
	813,121.89	915,860.00	647,837.43	915,860.00	70.74%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	818,525.83	900,600.00	644,459.74	900,600.00	71.56%
	818,525.83	900,600.00	644,459.74	900,600.00	71.56%

SANITATION FUND

7/31/2023

SANITATION FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<hr/>					
Personnel	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,342.54	12,630.00	11,607.20	12,630.00	91.90%
RECYCLING SERVICES	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
SOLID WASTE SERVICES	807,183.29	887,970.00	632,852.54	887,970.00	71.27%
Operation and Maintenance	#N/A	#N/A	#N/A	#N/A	#N/A
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Contractual Services	-	-	-	-	
<hr/>					
Debt - Principal	-	-	-	-	
<hr/>					
Debt - Interest	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Transfers Out	#N/A	#N/A	#N/A	#N/A	#N/A
<hr/>					
TOTAL SANITATION FUND	#N/A	#N/A	#N/A	#N/A	



PARK AND STORMWATER SALES TAX FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARK & STORMWATER SALES TAX	690,959.69	672,435.00	555,058.62	672,435.00
MISCELLANEOUS REVENUE	11,000.00	-	-	-
	701,959.69	672,435.00	555,058.62	672,435.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARKS & RECREATION	282,573.48	120,000.00	11,830.00	120,000.00
UTILITIES	47,325.00	527,750.00	58,695.80	527,750.00
	47,325.00	647,750.00	58,695.80	527,750.00



VEHICLE AND EQUIPMENT REPLACEMENT FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALE OF PERSONAL PROPERTY	146,713.35	352,100.00	114,611.04	352,100.00
TRANSFERS IN	146,713.35	70,000.00	70,000.00	70,000.00
	293,426.70	422,100.00	184,611.04	422,100.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
ADMINISTRATION	104,036.17	-	-	-
STREETS	48,486.42	105,000.00	61,350.94	105,000.00
POLICE	8,859.46	97,500.00	50,023.88	97,500.00
DEVELOPMENT	8,870.13	36,750.00	17,780.20	36,750.00
PARKS & RECREATION	28,109.05	77,500.00	67,773.32	77,500.00
UTILITIES	11,766.34	65,000.00	47,861.07	65,000.00
	210,127.57	381,750.00	244,789.41	381,750.00



COMMONS CID FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALES TAXES	345,227.10	373,750.00	286,736.22	373,750.00
USE TAXES	5,211.70	6,500.00	4,738.89	6,500.00
	350,438.80	380,250.00	291,475.11	380,250.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
CONTRACTED SERVICES	554,816.41	335,618.00	154,908.90	335,618.00
	554,816.41	335,618.00	154,908.90	335,618.00



DONATION FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
OTHER REVENUE - POLICE DONATIONS	3,305.00	10,500.00	21,476.43	10,500.00
OTHER REVENUE - PARK DONATIONS	-	-	-	-
	3,305.00	10,500.00	21,476.43	10,500.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
CAPITAL OUTLAY - ADMINISTRATION	-	-	300.00	-
CAPITAL OUTLAY - POLICE	-	20,000.00	9,585.65	20,000.00
	-	20,000.00	9,885.65	20,000.00



AMERICAN RESCUE PLAN ACT FUND

7/31/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
INTERGOVERNMENTAL REVENUES	1,110,127.76	-	-	-
INTEREST INCOME	10,570.72	-	-	-
	1,120,698.48	-	-	-

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
UTILITIES	1,330,033.49	953,270.00	711,473.97	953,270.00
	1,330,033.49	953,270.00	711,473.97	953,270.00



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Parks, Police

AGENDA ITEM: Resolution 1251 – Temporary Liquor License – Smithville Main Street District

REQUESTED BOARD ACTION:

A motion to approve Resolution 1251, issuing a Temporary Liquor License to Smithville Main Street District's whiskey vendors for the Whiskey Trail to be held Saturday, September 23, 2023.

SUMMARY:

Approval of this item would be to issue a Temporary Liquor License to Smithville Main Street District whiskey vendors, to be part of the Special Event Permit for Whiskey Trail to be held Saturday, September 23, 2023.

Vendors are:

- Tom's Town Distilling Co.
- West Bottoms Whiskey Co.
- J Rieger & Co.
- Chops BBQ and Catering

Requested Licenses: Temporary Liquor Permit

This license will be effective September 23, 2023 (pending all state license requirements).

PREVIOUS ACTION:

Smithville Main Street was approved for all Temporary Permits for all 2022 events.

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

n/a

ATTACHMENTS:

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

RESOLUTION 1251

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO
SMITHVILLE MAIN STREET DISTRICT'S WHISKEY
VENDORS FOR THE OPERATION OF THE WHISKEY TRAIL**

WHEREAS, Smithville Main Street District has completed the required application, and

WHEREAS, the approved vendors are Tom's Town Distilling Co., West Bottoms Whiskey Co., J Rieger & Co. and Chops BBQ and Catering; and

WHEREAS, the Police Department has approved the vendors for a city liquor license.

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO
SMITHVILLE MAIN STREET DISTRICT WHISKEY VENDORS FOR THE
OPERATION OF THE WHISKEY TRAIL AT COURTYARD PARK APPROVED
FOR A SPECIAL EVENT PERMIT FOR THE SMITHVILLE MAIN STREET
DISTRICT WHISKEY TRAIL TO BE HELD SATURDAY, SEPTEMBER 23,
2023.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 28th day of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1252, Approving a Purchase Order for a John Deere Tractor & Diamond Boom Mower

REQUESTED BOARD ACTION:

A motion to approve Resolution 1252, authorizing the city to enter into a lease purchase agreement for a tractor and boom mower attachment.

SUMMARY:

The John Deere Tractor and Boom Mower are essential pieces of equipment used by the Streets Department throughout the summer to carry out right-of-way, ditch, and stream bank mowing. This equipment was struck by lightning many years ago and since it has experienced mechanical/electrical issues. In the past years, this equipment has become unreliable, experiencing several operational issues, including unexpected shutdowns while in use. Despite efforts by John Deere mechanics to diagnose and fix the problem, a solution remains elusive. Considering the tractor's age, acquired in 2005, it has already served nearly 20 years and accumulated over 8,000 hours of operation.

Staff coordinated with John Deere representatives and received a quote for a new unit, which totals \$200,676. To manage the financial burden, there is a 5-year lease option available for this equipment. The lease cost is subject to fluctuating interest rates, with staff estimating an approximate annual cost of \$46,000 over the 5-year period.

It is important to note that the delivery time for the new equipment will be relatively long, taking eight months or more. With this delivery timeline in mind, staff recommends and seeks the Board's approval to proceed with the order of the equipment through via the 5-year municipal lease option. The first payment will be due upon the equipment's delivery, and in preparation for that, the City will be entering into a leasing agreement. We anticipate the equipment to be delivered by May 2024.

PREVIOUS ACTION:

Staff presented this issue during the July 18 Board meeting and indicated that they intended to bring it up for further consideration.

POLICY ISSUE:

This equipment is included in the Equipment Replacement Plan for FY2024.

FINANCIAL CONSIDERATIONS:

Staff has worked to develop an Equipment Replacement Plan, within the General Fund, which allocates funding for the lease of this tractor & boom mower equipment. This plan was first implemented in the FY2023 Budget.

ATTACHMENTS:

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

RESOLUTION 1252

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
A LEASE PURCHASE AGREEMENT FOR A TRACTOR AND
BOOM MOWER ATTACHMENT**

WHEREAS, the City utilizes a tractor and boom mower to maintain City owned right-of-way, ditches, and streambanks; and

WHEREAS, the current tractor and boom mower has several operational issues which prohibits Public Works staff from using the equipment in a reliable fashion; and

WHEREAS, staff have received a quote from the Sourcewell Agricultural Tractor cooperative purchasing contract for the acquisition of a tractor and boom mower; and

WHEREAS, staff have selected a lease purchase agreement as the method for acquisition of the tractor and boom mower.

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

THAT the Board authorizes staff to execute a purchase order for a John Deere 6130M Cab Tractor and a Diamond Rear Cradle Boom Mower in the amount of \$200,676.70 with additional leasing costs, pertaining to the five-year municipal lease, with interest rates determined at the time the equipment is delivered to the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Customer:

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

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

Vendor: Deere & Company

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

For any questions, please contact:

Dylan Montgomery

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

Tel: 816-873-3385

Email: dmontgomery@heritagetractor.com

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

Quote Id: 29119218

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

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

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

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

Prepared For:
City Of Smithville



Proposal For:
City Of Smithville

Delivering Dealer:

Dylan Montgomery

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

hti@heritagetractor.com

Quote Prepared By:

Dylan Montgomery
dmontgomery@heritagetractor.com

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Quote Summary

Prepared For:
 City Of Smithville
 MO

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

Quote ID: 29119218
Created On: 26 June 2023
Last Modified On: 27 June 2023
Expiration Date: 26 July 2023

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE 6130M Cab Tractor	\$ 168,994.00	\$ 128,435.44	X 1	=	\$ 128,435.44
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)					
Price Effective Date: June 26, 2023					
DIAMOND MOWERS DBM-C-N 22' Rear Cradle Boom, 50" Rotary Head, IBC Smart Screen	\$ 92,617.00	\$ 72,241.26	X 1	=	\$ 72,241.26
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)					
Price Effective Date:					
Equipment Total					\$ 200,676.70

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 200,676.70
Trade In	
SubTotal	\$ 200,676.70
Est. Service Agreement Tax	\$ 0.00
Total	\$ 200,676.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 200,676.70

Salesperson : X _____

Accepted By : X _____

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

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

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

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

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29119218 Customer Name:

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

JOHN DEERE 6130M Cab Tractor

Hours: **Suggested List ***
Stock Number: \$ 168,994.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG **Selling Price ***
 70) \$ 128,435.44
Price Effective Date: June 26, 2023

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00R7L	6130M Cab Tractor	1	\$ 156,102.00	24.00	\$ 37,464.48	\$ 118,637.52	\$ 118,637.52
Standard Options - Per Unit							
183E	JDLINK™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
190Q	G5 Universal Display	1	\$ 3,495.00	24.00	\$ 838.80	\$ 2,656.20	\$ 2,656.20
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
874B	Alternator 14 V/210 A	1	\$ 401.00	24.00	\$ 96.24	\$ 304.76	\$ 304.76
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1757	ISOBUS Ready / GreenStar™ Ready	1	\$ 814.00	24.00	\$ 195.36	\$ 618.64	\$ 618.64
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2085	6M Cab - Standard Cab with RH Console	1	\$ 3,806.00	24.00	\$ 913.44	\$ 2,892.56	\$ 2,892.56
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 800.00	24.00	\$ 192.00	\$ 608.00	\$ 608.00
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29119218 Customer Name:

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	Rear Wheels 460/85R34	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsuspected	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6210	Front Wheels 340/85R24	1	\$ 114.00	24.00	\$ 27.36	\$ 86.64	\$ 86.64
7706	Shipment Preparation - by Ship Overseas, with Conservation	1	\$ 79.00	24.00	\$ 18.96	\$ 60.04	\$ 60.04
8300	Cold Start Package I	1	\$ 465.00	24.00	\$ 111.60	\$ 353.40	\$ 353.40
8307	Fuel Tank Bottom Guard	1	\$ 603.00	24.00	\$ 144.72	\$ 458.28	\$ 458.28
8380	Preparation for Front Auxiliary Drive	1	\$ 869.00	24.00	\$ 208.56	\$ 660.44	\$ 660.44
8726	Dual Beacon Lights	1	\$ 587.00	24.00	\$ 140.88	\$ 446.12	\$ 446.12
8747	Battery 12 V/174 AH	1	\$ 170.00	24.00	\$ 40.80	\$ 129.20	\$ 129.20
8782	Backup Alarm	1	\$ 689.00	24.00	\$ 165.36	\$ 523.64	\$ 523.64
Standard Options Total			\$ 12,892.00		\$ 3,094.08	\$ 9,797.92	\$ 9,797.92
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$		\$ 40,558.56	\$	\$
			168,994.00			128,435.44	128,435.44

DIAMOND MOWERS DBM-C-N 22' Rear Cradle Boom, 50" Rotary Head, IBC

Selling Equipment

Quote Id: 29119218 Customer Name:

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Equipment Notes:

Hours: 0

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date:

Suggested List *

\$ 92,617.00

Selling Price *

\$ 72,241.26

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	22' Boom Mower with 50" Rotary	1	\$ 92,617.00	22.00	\$ 20,375.74	\$ 72,241.26	\$ 72,241.26
Additional Discounts							
Additional Discount Total					\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price			\$ 92,617.00		\$ 20,375.74	\$ 72,241.26	\$ 72,241.26

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : June 27, 2023					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:		Deductible:	
Equipment Type	6130M TRACTOR	Coverage:		Quoted Price	\$ 0.00
Model	6130M TRACTOR	Total Months:			
		Total Hours:			
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

- I ACCEPT the Residential plan
 I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

Finance Bulletin

US - Agriculture and Turf

L024-23U / Previous Bulletin Number: L022-23U

**JOHN DEERE**
FINANCIAL**Municipal and Governmental Finance Options - REVISED****Note: 01APR23 - Rates Revised****Objective:** Facilitate sales to qualified state or political subdivision entities.**Effective Date:** 01 April 2023**Expiration Date:** 30 April 2023**Eligible Equipment:** New and Used Agriculture, Turf, Compact Construction, and Golf Equipment**Bulletin Detail:****Municipal Lease**

The Municipal Lease is specifically designed for your customers who are a state or political subdivision thereof. The Municipal Lease allows terms up to 60 months and \$1.00 purchase option. The customer owns the equipment outright at the conclusion of the term.

Municipal Lease Rates	
Amount Leased	Rate
Up to \$150,000	6.95%
Greater than \$150,000	5.95%

John Deere Financial Municipal Lease Factors**Monthly Arrears**

Lease Payments (Months)	5.95%	6.95%
12	0.08604	0.08650
18	0.05821	0.05866
24	0.04430	0.04475
30	0.03596	0.03641
36	0.03040	0.03085
42	0.02643	0.02689
48	0.02346	0.02392
54	0.02115	0.02162
60	0.01931	0.01978

Quarterly Advance

Lease (Months)	Lease Payments	5.95%	6.95%
12	4	0.25559	0.25653
24	8	0.13159	0.13271
36	12	0.09030	0.09150
48	16	0.06969	0.07095
60	20	0.05736	0.05865

Lease (Months)	Lease Payments	5.95%	6.95%
12	2	0.50742	0.50866
24	4	0.26124	0.26314
36	6	0.17927	0.18143
48	8	0.13836	0.14067
60	10	0.11387	0.11630

Annual Advance

Lease Payments (Months)	Lease Payments	5.95%	6.95%
24	2	0.51483	0.51732
36	3	0.35330	0.35668
48	4	0.27268	0.27656
60	5	0.22442	0.22863

Governmental Operating Lease

The Governmental Operating Lease is specifically designed for your customers who are a state or political subdivision thereof. The Governmental Operating Lease allows terms of 24-60 months and has a purchase option no greater than the published Residual Value from the New Equipment Lease or Used Equipment Lease bulletins. At lease maturity, the customer may return the equipment to John Deere Financial, purchase the equipment for the purchase option amount, or renew the lease.

Governmental Operating Lease Rates			
	EXEMPT	LEVEL 1	LEVEL 2
Governmental	7.25%	8.00%	8.75%

Governmental Agricultural Use Property Tax:	
Level 1	AL, AR, CA, CT, GA, IN, MO, MT, NM, NC, NV, OK, WY
Level 2	AZ, FL, MA, NE, VA, WA, WV
Exempt	All other states

Governmental Commercial Use Property Tax:	
Level 1	AL, AR, CA, CO, CT, GA, ID, IN, MI, MO, MS, MT, NC, NM, NV, OK, RI, TX, UT, WY
Level 2	AZ, FL, LA, MA, MD, NE, OR, SC, VA, WA, WV
Exempt	All other states

Governmental Operating Lease Residual Values: Refer to the John Deere Financial New Equipment Lease, Used Equipment Lease, CCE Low Rate Installment & Lease Options, or Golf Standard Rate Lease bulletins for all residual values. The bulletins can be found in the Ag Recap, CCE Recap or Golf Recap.

Administrative Notes:

1. Non-Appropriation of Funds Clause: Leases to government agencies must include a Non-Appropriation of Funds Clause that allows early termination of the lease and poses limits on future leases for the entity in the event of a non-appropriation of previously budgeted funds.
2. Political subdivisions may include counties, cities, school districts, water districts and other qualifying entities. Before the Municipal Lease may be booked, John Deere Financial must confirm that it will be allowed to exclude the interest income to be earned on the transaction from its gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code.
3. The Municipal Lease Rates are also available to qualified Native American Tribes using a special Native American Tribe Lease Agreement. Recognized Native American Tribes do not have a Non-Appropriations clause. John Deere Financial to confirm tribal eligibility.

5. John Deere Financial does not charge origination fees on municipal leases.
6. For direct sales, financing or leasing eligibility must be verified on the state contract.
7. State contract and special discount questions should be directed to Governmental Sales at 1-800-358-5010.
8. For rate buydowns or questions, please contact a John Deere Financial Credit Analyst at 1-888-777-2560.
9. All programs and conditions are subject to credit approval by John Deere Financial.

This information is proprietary and confidential to Deere & Company and is only approved to be used by its authorized dealers and distributors in facilitating customer sales. It cannot be disclosed to third parties in any form without Deere & Company's prior written consent.



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1253, Authorizing ERP Pro 10 Personnel and Financial Management Migration

REQUESTED BOARD ACTION:

A motion to approve Resolution 1253, authorizing the city to proceed with software migration to Tyler Technologies ERP Pro 10.

SUMMARY:

The City of Smithville currently uses Tyler Technologies Enterprise Resource Planning (ERP) Version 9 software to manage the day-to-day finance, human resources, utility billing, and development (licensing & permitting) activities of the City. Beginning in 2022, with the approval of the FY2023 Budget, the City began coordinating efforts to migration to ERP Pro Version 10. The City has already held a discovery call with Tyler Technology consultants and is beginning the migration of the chart of accounts in August/September 2023.

PREVIOUS ACTION:

None.

FINANCIAL CONSIDERATIONS:

The FY2023 Budget includes \$60,000 for the entire migration of the City's financial, personnel, utility, permitting, and licensing software to Tyler Technologies ERP Pro 10. The first invoice is \$9,660 and reflects progress billing for the personnel and financial management migration. The quoted cost for the migration of the personnel and financial management modules is \$42,270.

ATTACHMENTS:

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

RESOLUTION 1253

A RESOLUTION AUTHORIZING THE CITY TO PROCEED WITH SOFTWARE MIGRATION TO TYLER TECHNOLOGIES ERP PRO 10

WHEREAS, the City uses Tyler Technologies Enterprise Resource Planning (ERP) Version 9 software to manage the day-to-day finance, human resources, utility billing, and development activities; and

WHEREAS, the Finance Department has planned and coordinated an update to ERP Pro Version 9 via a migration to ERP Pro Version 10 to improve and modernize the software's capabilities and capacities; and

WHEREAS, the planned migration includes updates to the financial, personnel, utility billing, permitting, and licensing software modules; and

WHEREAS, the City will incur progress billing as the migration is completed over the course of the next six to eight months with a target "Go Live" date of Quarter Two, 2024 for all Version 10 software modules.

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

THAT, the Purchase Order 2021-294120-C0L9Q0 relating to the migration of the financial management and personnel modules is authorized in the amount of \$42,270.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-432772	07/26/2023	1 of 1

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: CITY OF SMITHVILLE
 107 WEST MAIN STREET
 SMITHVILLE, MO 64089

Ship To: CITY OF SMITHVILLE
 107 WEST MAIN STREET
 SMITHVILLE, MO 64089

Cust No.-BillTo-ShipTo	Ord No.	PO Number	Currency	Terms	Due Date
44600 - MAIN - MAIN	163931	2021-294120-C0L9Q0	USD	NET30	08/25/2023

Date	Description	Units	Rate	Extended Price
	Implementation - LGD - Financials/Personnel Management	1	9,660.00	9,660.00
	Invoiced Upon Client Approval			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	9,660.00
Sales Tax	\$0.00
Invoice Total	9,660.00



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1254, Approve SBR Basin cleaning, maintenance, and repair project

REQUESTED BOARD ACTION:

A motion to approve Resolution 1254, approving SBR Basin cleaning, maintenance and repair project at the wastewater treatment plant.

SUMMARY: At the March 7, 2023 Board of Alderman meeting, staff reported the need for this project. Currently the plant is not in compliance with our DNR permit as our ammonia levels are running higher than our permitted limits . This is caused by not having enough reaction time in the basins and aeration. We have found the need to repair the motive pumps, clean out the basins, replace influent valves, and clean diffusers. The plant is 20 years old and none of this work has been completed. In the 2024 budget and going forward we are identifying funds annually to take these basins down and clean and provide maintenance.

There are several parts to this project and until the basins are drained there is some unknowns about the condition of equipment and the effort needed to clean the basins. The following table provides the cost per basin:

SBR#1 – earlier this year the decanter arm was replaced

Basin #1– Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$3558.22 Mid-America Pump
Motive Pump Repair	\$22,005.82 (Mid America Quote), \$30,035 (JCI Quote)
Basin Cleaning	\$7436.20 Clean Harbors
Decant Arm Brace	\$0 (previously completed)
Total	\$33,000.24

SBR#2 – there has not been any work previously completed on this basin

Basin #2 – Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$3558.22 Mid-America Pump
Motive Pump Repair	\$28,740.25 (Mid America Quote), \$35,913 (JCI Quote)
Basin Cleaning	Not to exceed \$10,000 Clean Harbors
Decant Arm Brace	Win Clair Sheet Metal Fabrication \$8255 Mid America Remove & Install \$7135.01 Total \$15,390.01 (Mid America Fabricate, remove & replace \$26,851.07)
Total	\$56,116.23

SBR#3 – earlier the decanter arm was repaired

Basin #3– Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$7,187.14 Mid-America Pump
Motive Pump Repair	\$23,968.82 (Mid America Quote), \$35,913 (JCI Quote)
Basin Cleaning	7436.20 Clean Harbors
Decant Arm Brace	\$0 (previously completed)
Total	\$38,592.16

PREVIOUS ACTION: none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2023 CWWS maintenance budget has sufficient funds for this expense.

ATTACHMENTS:

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

RESOLUTION 1254

A RESOLUTION APPROVING SBR (SEQUENCING BATCH REACTOR) BASIN CLEANING, MAINTENANCE, AND REPAIR PROJECT AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Smithville operates a wastewater treatment plant that uses three SBR basins for the treatment of sanitary sewer; and

WHEREAS, the SBR basins are in need of cleaning, maintenance and repair to continue to operate properly; and

WHEREAS, the City has received several proposals from various vendors to provide the different tasks necessary to complete all the work

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

THAT the Board approves the SBR Basin cleaning, maintenance, and repair project as follows:

Basin #1– Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$3558.22 Mid-America Pump
Motive Pump Repair	\$22,005.82 (Mid America Quote),
Basin Cleaning	\$7436.20 Clean Harbors
Decant Arm Brace	\$0 (previously completed)
Total	\$33,000.24

Basin #2 – Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$3558.22 Mid-America Pump
Motive Pump Repair	\$28,740.25 (Mid America Quote)
Basin Cleaning	Not to exceed \$10,000 Clean Harbors
Decant Arm Brace	Win Clair Sheet Metal Fabrication \$8255 Mid America Remove & Install \$7135.01 Total \$15,390.01
Total	\$56,116.23

Basin #3– Work To Do	Cost Estimate By Item
Installation of Influent Valve	\$7,187.14 Mid-America Pump
Motive Pump Repair	\$23,968.82 (Mid America Quote)
Basin Cleaning	7436.20 Clean Harbors
Decant Arm Brace	\$0 (previously completed)
Total	\$39592.16

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



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

REPAIR PROPOSAL

SKP:

Customer PO #:

Prepared By #:

Date:

Repair Estimate:

Replacement Price:

Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
 Address: 107 W. Main Street
 City: Smithville
 State/Zip Code: Missouri 64089-

First Name: Dave
 Last Name: Schuerger
 Phone: (816) 532-0070
 Fax: (816) 532-8331

Company:
 Address:
 City:
 State/Zip Code:

Description of Problem

This is for replacing 2ea - 10" plug valves and actuators in the blower room at the WWTP. MAP will unwire and the old unit and wire up the new unit but START UP OF THE VALVE AND SETTING THE OPEN AND CLOSE POINTS IS TO BE DONE BY THE COMPANY THE VALVE WAS PURCHASED FROM.

Pump Information

Pump Make:
 Model:
 Style:
 Pump RPM:
 Motor RPM:

- Seal
 Packing

Serial No:
 HP:
 Voltage:
 Coupling:

Repair Description

Repair proposal to include:
 Material lift rental
 Labor to fabricate a special V-block to hold the valve in place with lowering and lifting
 Labor to unwire and remove, BOTH 10" VALVES, and install the new valves and wire them up.
 Truck and MLS charges

Does not include FREIGHT or anything else not listed above, please see terms and conditions

SBR# 1 + 2
 TOTAL COR
 BOTH

Application Information

Pumpage:
 Head:
 Flow:
 Temp:
 Viscosity:
 Specific Gravity:
 Hazardous Rotation Left
 MSDS Rotation Right

Terms and Conditions

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



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

REPAIR PROPOSAL

SKP:
 Customer PO #:
 Prepared By #:
 Date:

Repair Estimate:
 Replacement Price:
 Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
 Address: 107 W. Main Street
 City: Smithville
 State/Zip Code: Missouri 64089-

First Name: Dave
 Last Name: Schuerger
 Phone: (816) 532-0070
 Fax: (816) 532-8331

Company:
 Address:
 City:
 State/Zip Code:

Description of Problem

This is for removing the old 16" plug valve and installing the new 16" plug valve and actuator. MAP will unwire and the old unit and wire up the new unit but START UP OF THE VALVE AND SETTING THE OPEN AND CLOSE POINTS IS TO BE DONE BY THE COMPANY THE VALVE WAS PURCHASED FROM.

Pump Information

Pump Make:
 Model:
 Style:
 Pump RPM:
 Motor RPM:

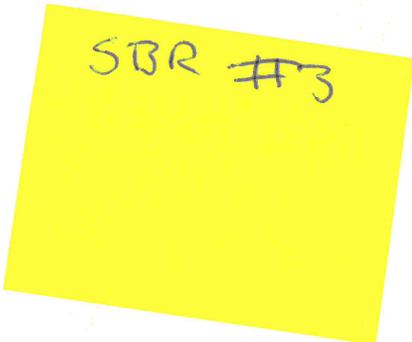
- Seal
 Packing

Serial No:
 HP:
 Voltage:
 Coupling:

Repair Description

Repair proposal to include:
 New SS all thread and nuts for the MJ side of the valve
 New SS bolt pack with gasket for the flange side of the valve
 Cost to core drill and 2" hole in the lid of the valve vault
 Labor to unwire the old actuator and remove
 Labor to install the new actuator and wire back up
 Truck and MLS charges

Does not include FREIGHT or anything else not listed above, please see terms and conditions



Application Information

Pumpage:
 Head:
 Flow:
 Temp:
 Viscosity:
 Specific Gravity:
 Hazardous Rotation Left
 MSDS Rotation Right

Terms and Conditions

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



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

REPAIR PROPOSAL

SKP:

Customer PO #:

Prepared By #:

Date:

Repair Estimate:

Replacement Price:

Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
 Address: 107 W. Main Street
 City: Smithville
 State/Zip Code: Missouri 64089-

First Name: Dave
 Last Name: Schuerger
 Phone: (816) 532-0070
 Fax: (816) 532-8331

Company:
 Address:
 City:
 State/Zip Code:

Description of Problem

This is for the removal, inspection, repair, and installation of the Flygt SBR1 Motive pump
 *** This is being quoted before the pump has been inspected and a machine work needed ***

↑
 SBR #1

Pump Information

Pump Make:
 Model:
 Style:
 Pump RPM:
 Motor RPM:
 Seal
 Packing
 Serial No:
 HP:
 Voltage:
 Coupling:

Repair Description

Repair proposal to include:
 -New impeller
 -New SS impeller wear ring
 -New bronze volute wear ring
 -New upper and lower mechanical seals
 -New upper and lower bearings
 -New O-rings
 -Wash, bake and surge test the stator
 Labor to pull the pump for repair
 Labor to teardown and inspect, clean up parts being reused, assemble and test
 Labor to install and test run the pump
 Truck and MLS charges

Lead time on the impeller is 10 weeks, all the parts are 4-6 weeks
 Does NOT INCLUDE FREIGHT or anything else not listed above, please see terms and conditions

Application Information

Pumpage:
 Head:
 Flow:
 Temp:
 Viscosity:
 Specific Gravity:
 Hazardous Rotation Left
 MSDS Rotation Right

Terms and Conditions

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



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

REPAIR PROPOSAL

SKP:

Customer PO #:

Prepared By #:

Date:

Repair Estimate:

*Adder Total:

Repair Total with Adders:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville

Address: 107 W. Main Street

City: Smithville

State/Zip Code: Missouri 64089-

First Name: Dave

Last Name: Schuenger

Phone: (816) 532-0070

Fax: (816) 532-8331

Company:

Address:

City:

State/Zip Code:

Description of Problem

This is for the removal, inspection, repair, and installation of the Fairbanks SBR motive pump #2 at the WWTP.

****This is being quoted before the pump has been inspected, there may be additional parts and/or machine required****

Pump Information

Pump Make:

Model:

Style:

Pump RPM:

Motor RPM:

Seal

Packing

Serial No:

HP:

Voltage:

Coupling:

Repair Description

Repair proposal to include:

-New impeller

-New SS impeller wear ring

-New SS volute wear ring

-New upper and lower mechanical seals

-New upper and lower bearings

-New O-rings

-Wash, bake and surge test the stator

Labor to pull the pump for repair

Labor to teardown and inspect, clean up parts being reused, assemble and test

Labor to install and test run the pump

Truck and MLS charges

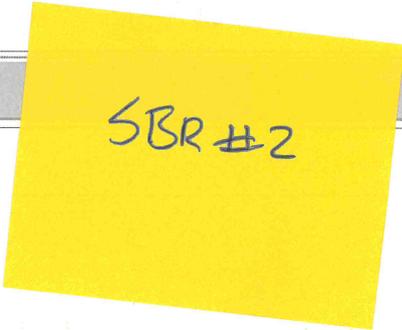
****Lead time on the impeller is 16 weeks, all the parts are 4-6 weeks****

****Does NOT INCLUDE FREIGHT or anything else not listed above, please see terms and conditions****

**** Adders ****

Labor to repair and repot sensor cable \$950.00

Potting resin to repot sensor and power cables \$621.43



Application Information

Pumpage:

Head:

Flow:

Temp:

Viscosity:

Specific Gravity:

Hazardous Rotation Left

MSDS Rotation Right

Terms and Conditions

1 Freight Charges Not Included

2 Taxes Not Included

3 Expedite Fees Not Included

4 Payment Terms - Net 30

5 Warranty Period - 90 Days

6 Proposal Valid for 30 Days

7 Teardown/Inspection/Field Service Hours/MLS

will be charged if Equipment is Not Repaired or

Replaced through Mid-America Pump



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

REPAIR PROPOSAL

SKP:
 Customer PO #:
 Prepared By #:
 Date:

Repair Estimate:
 Replacement Price:
 Estimated Delivery:

Customer Information

Bill To:	Contact Info:	Ship To:
Company Name: City of Smithville Address: 107 W. Main Street City: Smithville State/Zip Code: Missouri 64089-	First Name: Dave Last Name: Schuerger Phone: (816) 532-0070 Fax: (816) 532-8331	Company: <input type="text"/> Address: <input type="text"/> City: <input type="text"/> State/Zip Code: <input type="text"/> <input type="text"/>

Description of Problem

This is for the removal, inspection, repair, and installation of the Fairbanks SBR motive pump #3 at the WWTP.

**This is being quoted for removal and/or machine required. There may be additional parts.

SBR #3

Pump Information

Pump Make:
 Model:
 Style:
 Pump RPM:
 Motor RPM:
 Seal
 Packing
 Serial No:
 HP:
 Voltage:
 Coupling:

Repair Description

Repair proposal to include:
 -New impeller
 -New SS impeller wear ring
 -New SS volute wear ring
 -New upper and lower mechanical seals
 -New upper and lower bearings
 -New O-rings
 -Wash, bake and surge test the stator
 Labor to pull the pump for repair
 Labor to teardown and inspect, clean up parts being reused, assemble and test
 Labor to install and test run the pump
 Truck and MLS charges

Lead time on the impeller is 16 weeks, all the parts are 4-6 weeks

Does NOT INCLUDE FREIGHT or anything else not listed above, please see terms and conditions

Application Information

Pumpage:
 Head:
 Flow:
 Temp:
 Viscosity:
 Specific Gravity:
 Hazardous Rotation Left
 MSDS Rotation Right

Terms and Conditions

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



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

www.jciind.com

Tuesday, March 7, 2023

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

Phone: 816 532-0577

Attention: David Schuerger

Subject: Flygt 3201 Pump Repair

Quotation #: SEQT-13746TWIL
Please refer to this number when ordering

David Schuerger:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson
Service Engineer
JCI Industries, Inc.

Paul Ryals

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

A yellow sticky note is placed over the bottom portion of the contact information for Trever Wilson. It contains the handwritten text "SBR #1" in black ink.



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

www.jciind.com

Tuesday, March 7, 2023

Quote #: SEQT-13746TWIL

Item	Description	Qty	Unit Price
1.00	Repair Scope of Flygt 3201 Inspect Pump on Arrival Clean Pump Before Disassembly Disassemble pump Inspect All Parts for Damage Check Fits Sandblast and Clean All Parts Replace the Following Purchased Parts: <ul style="list-style-type: none">• Basic Repair Kit<ul style="list-style-type: none">○ O-ring Kit○ Bearings○ Mechanical seals○ Washers and retaining rings• Impeller• Rotating wear ring• Stationary wear ring Machine Work: <ul style="list-style-type: none">• Balance rotor assembly Assemble Unit Complete Pressure Test Final Inspection Prepare for Shipping	1	\$23,420.00
	Note: <ul style="list-style-type: none">• Balance is the only machine work included.• Any additional machine work needed will be quoted as an adder after the inspection.• Any additional parts needed will be quoted be quoted as an adder after the inspection.		
2.00	FIELD SERVICE WORK SCOPE: <ul style="list-style-type: none">• Provide labor and equipment to remove pump• Transport pump back to JCI shop• Once repair is complete, transport pump back to customer's facility• Provide labor and equipment to reinstall pump• Startup and test system	1	\$6,615.00

Total

\$30,035.00



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

www.jciind.com

Terms & Conditions

Lead Time 8 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method JCI To Deliver	Shipping Terms Prepaid and Added to Invoice

Due to current market conditions, please confirm pricing at point of order.



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

www.jciind.com

STANDARD TERMS OF SALE

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



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

www.jciind.com

Tuesday, March 7, 2023

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

Phone: 816 532-0577

Attention: David Schuerger

Subject: Fairbanks 320TS Repair S/N:K4D1-076145

Quotation #: SEQT-13734TWIL
Please refer to this number when ordering

David Schuerger:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you

Best regards,

Trever Wilson

Trever Wilson

Service Engineer
JCI Industries, Inc.

Paul Ryals

Paul Ryals

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

SBR # 2 + 3
TOTAL x 2



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

www.jciind.com

Tuesday, March 7, 2023

Quote #: SEQT-13734TWIL

Item	Description	Qty	Unit Price
1.00	Repair Scope of Fairbanks Pump Inspect Pump on Arrival Clean Pump Before Disassembly Disassemble pump Inspect All Parts for Damage Check Fits Sandblast and Clean All Parts Replace the Following Purchased Parts: <ul style="list-style-type: none">• Basic Repair Kit<ul style="list-style-type: none">○ O-ring Kit○ Bearings○ Mechanical seals○ Washers and retaining rings• Impeller with ring• Axial wear ring• Axial case ring Machine Work: <ul style="list-style-type: none">• Balance rotor assembly Assemble Unit Complete Pressure Test Final Inspection Prepare for Shipping Note: <ul style="list-style-type: none">• Balance is the only machine work included.• Any additional machine work needed will be quoted as an adder after the inspection.• Any additional parts needed will be quoted be quoted as an adder after the inspection.	1	\$29,298.00
2.00	FIELD SERVICE WORK SCOPE: <ul style="list-style-type: none">• Provide labor and equipment to remove pump• Transport pump back to JCI shop• Once repair is complete, transport pump back to customer's facility• Provide labor and equipment to reinstall pump• Startup and test system	1	\$6,615.00

Total

\$35,913.00



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

www.jciind.com

Terms & Conditions

Lead Time 8 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method JCI To Deliver	Shipping Terms Prepaid and Added to Invoice

Due to current market conditions, please confirm pricing at point of order.



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

www.jciind.com

STANDARD TERMS OF SALE

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



Clean Harbors Environmental Services, Inc.
2250 N Church Rd
Liberty, MO 64068
www.cleanharbors.com

July 18, 2023

Attn Dave Schuerger
City Of Smithville
107 W Main Street
Smithville, MO 64089



Quote #4366013

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Scott E Carroll
Clh Specialist Field Service
Phone: 816.781.3000
Carroll.Scott@cleanharbors.com



July 18, 2023
Clean Harbors Quote #4366013

Page 2 of 5

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

-This is a time and material estimate quote for the removal of waste from Basin with disposal onsite. Client crew to perform wash down and squeegee of waste to CHES ADS hose manned by CHES.

-Plant to wash down before CHES arrival.

-Water/Hydrant access by the city.

-No pressure washing required on walls or floor. Traces of trash/grit may visible after cleaning process. Traces of "hair" may visible after removal process.

-Truck washout onsite.

-Weather delays no fault of CHES.



WASTE WATER BASIN #1 VACUUM TRUCK CREW

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour	1	\$70.00	\$560.00
1	Equipment Operator, Overtime	4 hour	1	\$104.00	\$416.00
2	Field Technician	8 hour	1	\$55.00	\$880.00
2	Field Technician Overtime	4 hour	1	\$82.00	\$656.00
1	Supervisor	8 hour	1	\$80.00	\$640.00
1	Supervisor, Overtime	4 hour	1	\$120.00	\$480.00
1	4 Gas/5 Gas Meter	1 day	n/a	\$135.00	\$135.00
2	6" Vacuum Pipe (20' Section)	1 day	n/a	\$10.50	\$21.00
1	Level C w/CPF1,2 or Polytyvec/Day	1 day	n/a	\$66.00	\$66.00
3	Modified Level D (Tyvek, Gloves and Boots)	1 each	n/a	\$33.00	\$99.00
1	Pickup/Van/Car/Crew Cab	10 hour	1	\$29.00	\$290.00
1	Wet/Dry High Powered Vacuum Truck/Guzzler	10 hour	1	\$125.00	\$1,250.00
200	HOSE, FLEX, 6 INCH, NON PERFOR	1 feet	n/a	\$3.95	\$790.00
1	Misc. Handtools	1 day	n/a	\$100.00	\$100.00
				Total	\$6,383.00

TOTAL ESTIMATE	\$6,383.00
Estimated Recovery Fee	\$1,053.20
Estimated total, including Fees	\$7,436.20

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days



GENERAL CONDITIONS

- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



July 18, 2023
Clean Harbors Quote #4366013

Page 5 of 5

GENERAL CONDITIONS

- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4366013





Clean Harbors Environmental Services, Inc.
2250 N Church Rd
Liberty, MO 64068
www.cleanharbors.com

July 18, 2023

Attn: Dave Schuerger
City Of Smithville
107 W Main Street
Smithville, MO 64089



Quote #4366079

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Scott E Carroll
Clh Specialist Field Service
Phone: 816.781.3000
Carroll.Scott@cleanharbors.com



July 18, 2023
Clean Harbors Quote #4366079

Page 2 of 5

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

- This is a time and material estimate quote for the removal of waste and "hair" from inside #2 Basin with disposal onsite.
- Water/Hydrant access by the city.
- No pressure washing required on walls or floor. Traces of trash/grit may visible after cleaning process. Traces of "hair" may visible after removal process.
- Truck washout onsite.
- Weather delays no fault of CHES.



#2 WASTE WATER BASIN CLEANOUT

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour	3	\$70.00	\$1,680.00
1	Equipment Operator, Overtime	4 hour	3	\$104.00	\$1,248.00
4	Field Technician	8 hour	3	\$55.00	\$5,280.00
4	Field Technician Overtime	4 hour	3	\$82.00	\$3,936.00
1	Supervisor	8 hour	3	\$80.00	\$1,920.00
1	Supervisor, Overtime	4 hour	3	\$120.00	\$1,440.00
1	4 Gas/5 Gas Meter	3 day	n/a	\$135.00	\$405.00
2	6" Vacuum Pipe (20' Section)	3 day	n/a	\$10.50	\$63.00
2	Level C w/CPF1,2 or Polytyvec/Day	3 day	n/a	\$66.00	\$396.00
12	Modified Level D (Tyvek, Gloves and Boots)	1 each	n/a	\$33.00	\$396.00
1	Nozzle fire hose	3 day	n/a	\$20.00	\$60.00
2	Pickup/Van/Car/Crew Cab	3 day	n/a	\$250.00	\$1,500.00
1	Wet/Dry High Powered Vacuum Truck/Guzzler	3 day	n/a	\$1,250.00	\$3,750.00
300	HOSE, FLEX, 6 INCH, NON PERFOR	1 feet	n/a	\$3.50	\$1,050.00
1	Misc. Handtools	3 day	n/a	\$100.00	\$300.00
Total					\$23,424.00

TOTAL ESTIMATE	\$23,424.00
Estimated Recovery Fee	\$3,864.96
Estimated total, including Fees	\$27,288.96

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days



GENERAL CONDITIONS

- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



July 18, 2023
Clean Harbors Quote #4366079

Page 5 of 5

GENERAL CONDITIONS

- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4366079



Clean Harbors Environmental Services, Inc.
2250 N Church Rd
Liberty, MO 64068
www.cleanharbors.com



July 18, 2023

Attn: Dave Schuerger
City Of Smithville
107 W Main Street
Smithville, MO 64089

Quote #4367030

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Scott E Carroll
Clh Specialist Field Service
Phone: 816.781.3000
Carroll.Scott@cleanharbors.com



July 18, 2023
Clean Harbors Quote #4367030

Page 2 of 5

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

- This is a time and material estimate quote for the removal of waste from Basin with disposal onsite. Client crew to perform wash down and squeegee of waste to CHES ADS hose manned by CHES.
- Plant to wash down before CHES arrival.
- Water/Hydrant access by the city.
- No pressure washing required on walls or floor. Traces of trash/grit may visible after cleaning process. Traces of "hair" may visible after removal process.
- Truck washout onsite.
- Weather delays no fault of CHES.



WASTE WATER BASIN #3 VACUUM TRUCK CREW

TOTAL ESTIMATE	\$6,383.00
Estimated Recovery Fee	\$1,053.20
Estimated total, including Fees	\$7,436.20

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.



GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.



July 18, 2023
Clean Harbors Quote #4367030

Page 5 of 5

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4367030





Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1255 – Authorization of Purchase of Winter Materials

REQUESTED BOARD ACTION:

Motion to approve Resolution 1255, authorizing the purchase of winter materials from Central Salt, LLC for the 2023-2024 winter season.

SUMMARY:

In an effort to prepare for the upcoming winter season, the streets division is seeking approval to purchase road salt for snow removal and authority from the Board of Aldermen to purchase winter materials as depleted.

Staff recommends using Central Salt LLC. as the salt provider. This provider is part of the Mid-America Regional Council's (MARC) Cooperative Agreement. The City's purchasing policy allows the City to participate in cooperative purchasing agreements. The City of Smithville is listed in the contract. The Board of Aldermen accepted the cooperative purchasing agreement on October 19, 2021. There was an increase in the cost per ton for road salt. The price for the agreement is now \$77.01 per ton. In 2022, the pricing was \$74.77.

The streets division anticipates ordering approximately 350 tons of salt for the season. This amount could vary based on the nature of the winter season.

PREVIOUS ACTION:

Board approved Resolution 990 on October 19, 2021 accepted the Mid-America Regional Council's Cooperative agreement and authorized the purchase of winter materials.

Board approved Resolution 1099 on August 16, 2022 authorizing the purchase of winter materials from Central Salt LLC, a provider from MARC's Cooperative agreement.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

This expense is accounted for in the FY23 Budget funded by the Transportation Sales Tax at the amount of \$36,000.

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 1255

A RESOLUTION AUTHORIZING THE PURCHASE OF WINTER MATERIALS FROM CENTRAL SALT, LLC FOR THE 2023-2024 WINTER SEASON.

WHEREAS, the City's Purchasing Policy allows the City to participate in Cooperative Purchasing agreements; and

WHEREAS, the City wishes to continue to participate in this contract.

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

THAT the purchase of salt is hereby awarded to Central Salt, L.L.C. in the amount of \$77.01 per ton.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



NOTICE OF MARC/KCRPC CONTRACT MODIFICATION
DATED: June 29, 2023

Bid Title:	Yearly Contract for Snow & Ice Control Materials
Bid/Contract No.	87 (4R)
Contract Modification No.:	9
Contract Period:	6/1/19 to 5/31/20
Contract Renewal:	6/1/20 to 5/31/21
Contract Renewal:	6/1/21 to 5/31/22
Contract Extension:	6/1/22 to 6/30/22
Contract Renewal:	7/1/22 to 5/31/23
Contract Extension:	6/1/23 to 6/30/23
Contract Renewal:	7/1/23 to 6/30/24

CONTRACTOR:

Lori Young
Customer Service Supervisor
Central Salt, L.L.C.
1420 State Highway 14
Lyons, Kan., 67554

P. 620-257-5626 ext. 505
F. 620-257-5052
Email: lyoung@centralsalt.com

MODIFICATION TO ORIGINAL CONTRACT:

The original contract issued June 1, 2019, is revised as follows:

MARC/KCRPC and Participants do hereby accept your offer to renew the contract with the average 5.66 percent increase for straight salt and Snowslicer.

This is the fourth and final renewal option available. Salt

- Bulk Deicer \$77.01 per ton, delivered, 25 ton minimum.
- Snowslicer \$91.31 per ton, delivered, 25 ton minimum.

By: 

David Warm, Executive Director
Mid-America Regional Council

By: 

Lori Young
Central Salt, L.L.C.

07/25/2023

Date:

07/26/2023

Date:

Copy to: Contractor / Public Contract Database / Bid File
Participants – Jackson County, Lee’s Summit, North Kansas City, Parkville, Platte City,
Riverside, University Health - HSD and Lakewood, Smithville, Edwardsville, Olathe,
Weston, and Liberty Hospital.

BID/CONTRACT # 87 (4R) SALT & DEICERS
Effective 7/1/23 to 5/31/24 Modification 9
No renewal options remaining.



				CENTRAL SALT LLC	
Item #	Description	Unit	Est. Qty.	Unit Price	
1	Salt, straight	Ton	12,100	77.01	
	Jackson County	4,000			
	Lee's Summit	5,000			
	North Kansas City	500			
	Parkville	400			
	Platte City	150			
	Riverside	1,100			
	University Health - Health & Science District (HSD)	100			
	University Health - Lakewood	250			
	Smithville	350			
	Edwardsville, Kansas	250			
2	ClearLane® enhanced de-icer / Snowslicer	Ton	1,045	91.31	
	Lee's Summit	500			
	Liberty Hospital	175			
	Olathe	250			
	Weston	120			
MINIMUM DELIVERY, IF ANY				25 Tons	
PAYMENT, NET 30, DISCOUNTS?				Net 30, no discount	
OFF SHELF DISCOUNT?				No	
MAXIMUM PERCENTAGE ALLOWED OVER ESTIMATED TONNAGE				20%	
DELIVERY RATE OUTSIDE 50 MILE RADIUS OF METRO		51-100	miles	\$	3.50 Per mile
		101-150	miles	\$	4.00 Per mile
		151-200	miles	\$	4.50 Per mile
DELIVERY TIME PRE-SEASON (BEFORE NOV 15)				10 Business Days	
DELIVERY TIME PRE-SEASON, NON EMERGENCY (AFTER NOV 15)				10 to 15 Business Days	
DELIVERY TIME EMERGENCY				10 Business Days	
PICK UP AT LOCATION				"N/A"	
AVERAGE TON LOAD OF TRUCKS				25 Tons	
FACILITY LOCATION				1420 State Highway 14, Lyons, Kan., 67554	
OPERATION HOURS				6:00 a.m. to 10 p.m. Mon-Fri	
FACILITY - SALT PRODUCTION				1420 State Highway 14, Lyons, Kan., 67554	
ONLINE ORDERING AVAILABLE				No	
PROCUREMENT CARDS ACCEPTED				No	
COOPERATIVE PURCHASING ALLOWED?				No	



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1256, authorize emergency repair of storm sewer on Richardson Street.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1256, authorizing the emergency repair of storm sewer on Richardson Street in the amount of \$18,500.

SUMMARY: The corrugated metal pipe that carries storm water across Richardson Street failed causing the street to collapse. As a result of the road failure, the eastbound lane of Richardson Street was closed to traffic.

Mayra Toothman, Assistant to the Public Works Director inspected the situation and coordinated receiving proposals from Amino Construction (\$40,243) and Menke Excavating (\$18,500).

Staff has proceeded with Menke Excavating to complete the repairs.



PREVIOUS ACTION:

none

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

This expense will be paid from the General Fund. At this point the Litton Center renovations have not progressed providing available funds for this repair.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Quote

- Contract
- Plans
- Minutes

RESOLUTION 1256

A RESOLUTION AUTHORIZING EMERGENCY REPAIR OF THE STORM SEWER ON RICHARDSON STREET

WHEREAS, a corrugated metal pipe that convey storm water under and across Richardson Street failed and the road collapsed; and

WHEREAS, as a result of the collapse one lane of Richardson Street has been closed to vehicular traffic; and

WHEREAS, staff contacted contractors for proposals to make repairs; and

WHEREAS, Menke Excavating provided the most responsive proposal for making the repairs in a timely and cost-effective manner in the amount of \$18,500.

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

THAT the Board authorizes the emergency repair of the storm sewer on Richardson St to be completed by Menke Excavating for an amount of \$18,500.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Menke Excavating LLC
P.O. Box 53
Camden Point, MO 64018
Office 816-450-3230

Menke Excavating LLC

8/22/2023



TO: City of Smithville Missouri

LOCATION: Richardson Street

Replace 24" tube under road between curb inlets, using 24" HDPE dual wall pipe, flowable fill with 8" asphalt or concrete. \$18,500.00

Steve Menke
Menke Excavating LLC

AMINO BROTHERS Co., INC.

Heavy & Highway
Construction

Project: Storm Spot Repair

Location: Smithville, KS

Date: August 3rd, 2023

Bid Item	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1.00	LS	\$3,500.00	\$3,500.00
2	Demo/Removal	1.00	LS	\$4,652.00	\$4,652.00
3	24" HDPE	30.00	LF	\$256.00	\$7,680.00
4	Connect to Existing Structure	2.00	EA	\$3,650.00	\$7,300.00
5	Curb Inlet Throat	32.00	LF	\$148.00	\$4,736.00
6	Street Patch (Asphalt)(8")	45.00	SY	\$275.00	\$12,375.00

Grand Total **\$40,243.00**

Terms & Conditions:

Notes

- 1 All items to be constructed to the city of smithville standard specifications

Additional Exclusions:

- 1 Sales Tax
- 2 Permits, testing, inspection services

P.O. Box 11277 • 8110 Kaw Drive • Kansas City, Kansas 66111
913-334-2330 • Fax 913-334-0144

members: national associated general contractors • kansas contractors association • heavy constructors association



City Administrator's Report

August 23, 2023

Setting the Property Tax Levy

As an upcoming part of the budget process, the Board of Aldermen will approve the Property Tax levy rate once the City receives its certified assessed valuation and receives the adjusted tax levy rate back from the State Auditor's Office.

While the City has already received Platte County information, it is anticipated that the Clay County Assessor's Office will send the certified assessed values to the Clay County Clerk by September 8. Once the County Clerk receives this information, the County Clerk begins to distribute the values to the taxing jurisdictions, both by email and by physical copy via the mail. The County Clerk has indicated that these certified values are expected to arrive by September 13, but this date is not guaranteed.

Because of the work that needs to be done internally and then posted for public review, if Clay County does not provide the certified assessed values by September 13, a Special Meeting may be required so that the property tax rate may be fixed by October 1.

Senior Center Grant

On Monday, July 24, Parks Director Matt Denton met with the Senior Center/Community Center review committee to request information and update the group on what is currently happening. At this meeting, representatives from Clay County Senior Services also presented information, and outlined that Smithville is currently the only community in the county not providing a staff member in support of senior services. Following the meeting and discussions between Matt and the representative, Clay County Senior Services has agreed to reopen a Senior Center Services grant for staffing to support a part-time senior center employee. This would be fully funded through the grant and no match would be needed by the City. This position would help assist in all senior center service responsibilities. Staff has submitted a request for \$25,000 to cover the cost of a part-time staff member. We will be notified of our application status by October.

Haunted Campground

The Smithville Haunted Campground is scheduled for October 21, 2023. On August 1, 2023, Haunted Campground reservations were open to the public. In 2022, reservations

were sold out in 8 minutes. This year, reservations were completely sold out in 7 minutes!

Four sites were set aside for an auction to help provide another option for campers while raising funds for Larson's Cause and the Smithville Legacy Fund. Two auctions were held the following week, each raising \$280 for the charities.

A few new changes will be happening this year at the event. All vendors will be moved to the practice football field area and food trucks will be lined along the road outside the campground. We will also be upgrading the lighting for the event for safety.

Playground Resurfacing

Next Generation Recreation is planning to schedule Smith's Fork resurfacing the last week of August and then Heritage Park immediately after. The plan is to complete all work by September 15.

OK Railroad (previously Diamond Crest Trail) Grant Update

Last week, staff were notified that we made it to the second round of interviews for the RTP Grant with DNR. Staff met with DNR on Friday, August 18 to answer questions about the project. Three to five projects are anticipated to receive funding. Grant awards should be announced in October.

Letter from a "Happy Camper"

Attached is a letter complimenting the services provided by our camp hosts at Smith's Fork Campground.

Auditing Firm

This summer, the City posted an RFQ for audit financial services. One response was received – from CliftonLarsonAllen, the current auditor. On August 15, 2023, City staff interviewed a representative of CliftonLarsonAllen. Based upon the experience and breadth of knowledge, staff recommends a contract with CliftonLarsonAllen. The firm provided a three-year price schedule which increases costs significantly. Labor costs related to retaining experienced associates were noted as the reason for the increase in the cost of the audit. Last year, the City expended \$30,000 for the annual audit, and the new price to complete the FY2023 Audit is estimated to be \$44,000. The recommended budget includes this increase to costs.

Staff anticipate bringing the audit statement of work/agreement to the Board of Aldermen for approval September 5, 2023.

US 169/188TH Street Project Update

Staff will attend a pre-construction meeting with MoDOT staff and the contractor on Aug 24. Staff will be able to provide more information after this meeting.

Streetscape Phase III Project Update

Staff received authorization from MoDOT to advertise/bid on August 23. The estimated bid opening date is anticipated for early October.

Quincy Boulevard Project

The construction phase of the Quincy Boulevard improvements project is now underway, and public works staff has been providing weekly updates on the project update page. To ensure that residents stay informed, staff has mailed out postcards containing a QR code. By scanning the QR code, residents can easily access the latest project updates. Residents can also visit smithvillemo.org/projectupdates.



2023 Street Maintenance Program

As part of the 2023 street maintenance program, Pavement Management, the City's contracted agency, has successfully finished the crack sealing and microsurfacing process. However, due to ongoing work on the 4th Street and 4th Terrace project, the microsurfacing work has been requested to halt at 5th Street. This decision is important to prevent any potential damage to the street improvements around 4th Street and 4th Terrace, which could occur due to the presence of heavy equipment from the other project. These repairs (from 5th to 1st Street) would be completed with the next year's street maintenance program. See below the areas of improvement in orange. The green line represents the area where the microsurfacing will stop (at 5th street). The contractor will still work on repairs along 180th street and other areas that they have identified need a retouch.

Stripping will begin in September.



Household Hazardous Waste Event Recap

The Household Hazardous Waste Event was a success, drawing a substantial turnout. The City provided 9 dedicated volunteers, while MARC provided an additional 8 volunteers. Despite the challenging heat, everyone demonstrated remarkable dedication and effectiveness.

The event served more than 250 attendees, each of whom brought a diverse range of materials, including paint, pesticides, oil, acid, batteries, and various other hazardous substances. We eagerly await MARC's report, which will furnish us with comprehensive details on the quantities and types of items collected in terms of pounds or units.



Sidewalk Replacement Program Update

Legacy Underground, the contracted company for the City, has efficiently carried out the removal and replacement of sidewalks and addition of ADA ramps along Liberty Road.

The contractor has also taken the necessary steps of seeding and applying straw to ensure the area's revitalization. This project is a significant improvement, especially with the removal of the trip hazards, greatly enhancing safety and accessibility.



Mark & Peggy White
505 South Monroe Street
Raymore MO 64083
July 27, 2023

Mr. Matt Denton
Parks & Recreation Director
107 West Main Street
Smithville MO 64089

Dear Mr. Matt Denton,

My name is Mark White. My wife, Peggy, and I stayed at the Smith's Fork Campground July 18th through July 24th, 2023. I am writing to share with you what contributed to our first pleasurable camping experience at Smithville Lake.

It started with the assistance we received when we called to plan our trip, not knowing the area or which campsite to reserve. Host, Janet, was very informative and helpful answering our questions. Janet described the lots which helped us make our decision to pick Lot 81. She was pleasant and patient with us making the reservation for us over the phone.

When we arrived at the campground, we were impressed with the maintained grounds and clean restrooms. As we were setting up camp, Host, Chris, stopped mowing to introduce himself and to let us know if we needed anything, just let him know. We knew from that first conversation with Janet then Chris that the hosts really care about their responsibility for the campers as well as the campsite.

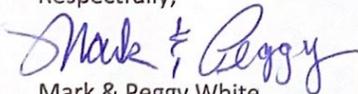
Throughout our stay, Chris & Janet were readily available, making us feel welcomed and cared for. The second day we experienced a backed up sewer drain when we tried to use it the first time. I called Chris who answered immediately and was at our site within a few minutes. He analyzed the issue and made a phone call. Within 10 minutes, the big city truck arrived. Mark, Chase & Chris resolved the issue immediately. Again, we were very impressed and pleased with the workers who cared about us!

During our stay, another camper, approached us and others, complaining about not having Wi-Fi and mirrors in the bathroom. He was irate, nasty and out of line with his complaining. We witnessed him approach Chris angered about his silly Wi-Fi and mirror beef. Chris was very professional, calm and polite listening to the camper. Again, we were very impressed with our hosts handling of the unnecessary complaints.

The Christmas in July event was FUN! Janet & Chris was involved and made the event enjoyable!

Mr. Denton, Please share our letter with your camp hosts! We will be back!

Respectfully,



Mark & Peggy White
816-824-0609



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Administration/Finance

AGENDA ITEM: Bill No. 2999-23, Amending Chapter 640 Peddlers, Solicitors and Canvassers – 2nd reading.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2999-23 for Second Reading by Title Only Amending Chapter 640 concerning Peddlers, Solicitors and Canvassers.

SUMMARY:

The City has regulated Peddlers, Solicitors and Canvassers since 1996, with amendments in 2004, 2011 and 2014. It was recently identified that the current ordinance requires ID cards (not permits to operate) for Peddlers and Solicitors, and make ID cards available for Canvassers, but only charges Peddlers for such cards. The current ordinance also includes provisions for background checks of all ID card holders (paid for by the City) but only gets any reimbursement for Peddlers ID's. As a result of the unfunded activity, staff evaluated other cities Peddler's ordinances to identify how other communities address the fee discrepancy. It was identified that Parkville's version was very similar to our ordinance in most respects, but handled how certain issues were to be addressed. The proposed ordinance would end the ID portion of the City's ordinance and in its' place convert the process to one of permit, with specific standards.

Most of the standards are the same, but the changes would include requiring the applicant to obtain a background check at its' own cost from the MSHP (the same service the city currently uses) and provide that document for review by staff, provide copies of government issued ID's and any name tag for the business. The proposed ordinance would also require both Peddlers and Solicitors to pay the same amount (\$50.00) for the permit. Canvassers would no longer be able to have the city make an ID for them, and still, no permit would be necessary for canvassing.

PREVIOUS ACTION:

The original ordinance (Ord. 1683 – 6-18-1996) was amended in 2004, 2011 and the current version (Ord. 2893-14) on May 20, 2014.

POLICY ISSUE:

Streamlines city processes and services.

FINANCIAL CONSIDERATIONS:

Would not impact the city's revenue in any significant amount, but may reduce some expenses.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: [Click or tap here to enter text.](#)
- Contract
- Plans
- Minutes

**AN ORDINANCE AMENDING CHAPTER 640 OF THE CODE OF ORDINANCES
PERTAINING TO PEDDLERS, SOLICITORS AND CANVASSERS**

WHEREAS the City of Smithville currently allows peddlers, solicitors and canvassers to obtain an identification card to operate within the City for thirty (30) days; and

WHEREAS peddlers, solicitors and canvassers each have different definitions and standards to meet, including the payment of different fee amounts; and

WHEREAS the Board seeks to equalize the rules for the various classifications of persons who conduct door to door services, issue permits to operate instead of issuing identification cards and amend the application requirements.

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

Section 1. That Chapter 640 of the Code of Ordinances of the City of Smithville is hereby deleted in its entirety and replaced with a new section to be read and numbered as follows:

CHAPTER 640: PEDDLERS, SOLICITORS AND CANVASSERS

SECTION 640.010: DEFINITIONS

As used in this Chapter, the following terms shall have the meanings indicated:

CANVASS or CANVASSING

Attempting to make personal contact with a resident at his/her residence without prior specific invitation for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate; or
2. Distributing a handbill or flyer advertising a non-commercial event or service; or
3. Opinion sampling or poll taking.

CANVASSER

Any person who engages in canvassing in person for himself or any other person, even if incidental to the canvassing the canvasser accepts the donation of money for or against a cause.

CHARITABLE

Any activity represented as carried on from unselfish, civic or humanitarian motives or for the benefit of others and not for private gain, and may include, without limitation,

patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, scientific, historical, athletic, medical or religious activities, either actual or implied.

CITY

The City of Smithville, Missouri.

CITY CLERK

The holder of the office described in Chapter 105 of the Municipal Code of the City of Smithville, Missouri, or his or her designee.

HANDBILL

1. Any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper booklet or any other printed or otherwise reproduced original or copies of any matter of literature which:

- a. Advertises for sale merchandise, products, or commodities; or
- b. Directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- c. Directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; or
- d. Directs attention to any charitable activity.

2. Exemption for mail and newspapers. For purposes of this Chapter, the term "handbill" does not include mail delivered by the United States Postal Service or newspapers duly entered with the Post Office Department of the United States and newspapers filed and recorded with any recording officer, as provided by general law, or any periodical or current magazine regularly published at least annually and sold to the public.

PEDDLE

1. Attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service; or
2. Operation from a temporary stand, display or similar facility for the purpose of attempting to sell a good or service; or
3. Traveling from house to house, door to door, street to street or from place to place for the primary purpose of attempting to sell a good or service.

PEDDLER

A person who peddles for himself or for any other person.

PERSON

Any individual, firm, partnership, corporation, company, religious sect or denomination, society, organization or league, and includes any trustee, director, member, partner, officer, receiver, assignee, employee, agent or similar representative thereof.

PERSONAL GAIN

Direct or indirect financial or commercial benefit of any person or company.

SOLICIT and SOLICITATION

1. Attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:
 - a. Requesting the contribution of funds or anything of value or advertising or selling or offering for sale or taking or attempting to take orders for any service, merchandise, product, commodity, meeting, performance or event, of any kind, in character or description, for political, philanthropic, charitable, religious, commercial or any other purposes, while traveling from house to house, door to door, street to street or from place to place in the City; or
 - b. Distributing a commercial handbill or advertising a commercial event or service.
2. A "solicitation," as defined herein, shall be deemed completed when the request or distribution is made, whether or not the person making the solicitation receives any contribution or makes any sale. "Solicitation," as defined herein, shall not include the activity of children going door-to-door to trick or treat for the yearly celebration of Halloween.

SOLICITOR

A person who solicits for himself or any other person.

SECTION 640.020: EXCEPTIONS

This Chapter shall not apply to a Federal, State or local government employee or a public utility employee in the performance of his or her duty to his or her employer.

SECTION 640.030: SOLICITATION AND PEDDLING PERMITS REQUIRED.

1. Every solicitor or peddler must obtain a permit from the City before soliciting or peddling within the City. To obtain a permit to solicit or peddle, an applicant must furnish the information required under this Chapter to the City Clerk.
2. Notwithstanding any other provisions of this Chapter, students attending elementary through college-level schools who are acting in their capacity as students affiliated with a local or nationally recognized educational institution or youth organization may peddle or solicit for charitable purposes without obtaining a permit.
3. Notwithstanding any other provisions of this Chapter, any person or organization may peddle or solicit in conjunction with promotion of a special event without obtaining a permit, provided that the person or organization has a valid special event permit from the City.

4. Solicitors and peddlers are not required to obtain a general business license as required under Section 610.020 of the Municipal Code of the City of Smithville.
5. An organization may apply for a permit, but a separate permit shall be issued to each person soliciting or peddling on behalf of that organization. A separate application shall be submitted for each person. A separate fee for each person shall be paid pursuant to Section 640.040 of this Chapter.

SECTION 640.040: FEES

The fee for the issuance of each permit shall be as contained in the Comprehensive Schedule of Fees, as approved by the Board of Aldermen from time to time.

SECTION 640.050: CONTENTS OF APPLICATION

An applicant for a solicitation or peddling permit shall furnish to the City Clerk an application containing the following information:

1. The name and address of the principal office of the person applying for the permit (including both local and non-local principal offices, where such exist);
2. If the applicant is not an individual, the names and addresses of the applicant's principal officers and executives;
3. The purpose of the solicitation or peddling activity;
4. The name, address, photograph, and physical description of the person or persons soliciting or peddling;
5. The time when the solicitations or peddling will occur, giving the expected dates for commencement and termination of the solicitation or peddling, subject to the limitations on time for solicitations contained in this Chapter;
6. A copy of a State or Federal government-issued identification card of the solicitor or peddler, if the applicant is legally able, by age, to obtain this identification;
7. A copy of a criminal background check issued by the Missouri Highway Patrol within seven (7) days of the time of application, but in any event before the activity occurs, that demonstrates the qualification of the applicant under **Section 640.060(3)**;
8. The motor vehicle make, model, year, color, and license plate State and number of any vehicle that will be used for solicitation or peddling;
9. statement to the effect that if a permit is granted:
 - a. It will not be used or represented in any way as an endorsement by the City or by any department or officer thereof; and
 - b. That during the period specified in the permit, if there is any change in fact, policy or method that would alter the information given in the application, the applicant will notify the City Clerk in writing thereof within forty-eight (48) hours after that change; and
 - c. That at no time during the period of solicitation or peddling will the applicant or his or her agents solicit or peddle at any business or residence within the City where there is clearly and visibly posted any sign requesting "No Solicitation" or "No Trespassing" or words of similar meaning; and

d. That at no time during the period of solicitation or peddling will the applicant or his or her agents solicit or peddle at any residence or business within the City, the property owner or resident of which has signed the City's "No Visit" list; and

e. That the applicant and all persons for whom application is made will carry on their person a copy of the solicitation or peddling permit issued by the City; and

f. That at no time during the period of validity of the permit will the solicitor or peddler solicit or peddle without carrying a State or Federal government-issued identification card, if the solicitor or peddler is legally eligible, by age, to obtain such an identification card; and

10. A sample of the identification badge or card that each peddler or solicitor shall wear or carry, indicating that person's name and the name of the organization for which he or she is soliciting. The badge or card shall be furnished by the organization and must be approved by the City Clerk.

SECTION 640.060: Standards for Issuance.

The following are the standards for issuance of the solicitation or peddling permit:

1. Upon receiving a completed application from the applicant or applicant's representative and upon making all the following findings, the City Clerk shall issue a solicitation or peddling permit provided by this Chapter.

2. The City Clerk may defer issuance of any solicitation or peddling permit for the period of time as is reasonably necessary, not to exceed seven (7) days, to verify the accuracy of information required to be provided in the application for a solicitation or peddling permit.

3. The City Clerk shall not issue a solicitation or peddling permit to any person who has:

a. Been convicted of a felony;

b. Been convicted of a misdemeanor or other violation of the laws of the United States or of any State or City of the United States where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7) years; or

c. Been charged with a felony, misdemeanor or other violation of the laws of the United States or of any State or City of the United States and an arrest warrant has been issued therefor by the jurisdiction in which the crime is alleged and remains outstanding.

4. Any person who is aggrieved by the refusal of the City Clerk to issue a solicitation or peddling permit may appeal that refusal, as well as any revocation after issuance to the City Administrator. On refusal or revocation, the City Clerk shall notify the applicant by hand delivery or United States mail, postage prepaid, of the refusal to issue a solicitation or peddling permit or revocation of the same and informing the applicant that the applicant may appeal that decision to the City Administrator by requesting of the City Clerk to have a hearing before the City Administrator not later than five (5) days following receipt of the notice of refusal or revocation. The notice of refusal or revocation shall contain a statement of the facts upon which the City Clerk acted in refusing to issue a permit or revoking an issued permit. On receipt of the request for hearing before the City Administrator, the City Clerk shall schedule the matter to be heard before the City

Administrator not more than ten (10) days following receipt, unless the applicant shall request that the hearing be scheduled at a later date. At the hearing, the applicant may offer evidence to support any contention that a permit should be issued or not revoked. In the event the City Administrator sustains the denial of issuance of the permit or revocation, the applicant may appeal that decision to the District Court of Clay County, Missouri.

SECTION 640.070: REVOCATION OF PERMIT

1. In addition to the denial of a permit, a permit may be revoked for any of the following reasons:
 - a. Any violation of this Chapter by the applicant or by the person for whom the particular card was issued.
 - b. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.
 - c. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven (7) years.
 - d. Conducting the activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
2. Any revocation hereunder shall be subject to the review and appeal process as contained in Section 640.060 above.

SECTION 640.080: GENERAL PROHIBITIONS

The following acts are unlawful and prohibited:

1. It shall be unlawful for any solicitor or peddler or canvasser to ring the bell or knock on the door, or otherwise attempt to gain admittance, for the purpose of soliciting, peddling or canvassing at a residence, dwelling or apartment at which a sign bearing the words "No Solicitors," "No Trespassers," or words of similar meaning indicating that those persons are not wanted on the premises, is painted, affixed or otherwise exposed to public view, provided that this prohibition shall not apply to any solicitor, peddler or canvasser who gains admittance to a residence at the invitation, permission or consent of the occupant thereof. It shall be unlawful for any solicitor, peddler or canvasser to conduct soliciting, peddling, and canvassing on the premises of any business that has posted a sign exposed to public view bearing the words "No Solicitors" or words of similar meaning indicating that those activities are not allowed on the premises.
2. It shall be unlawful for any solicitor, peddler or canvasser to solicit, peddle or canvass prior to 9:00 A.M. or after 8:00 P.M., Central standard time, and prior to 9:00 A.M. or after 9:00 P.M., Central daylight saving time, of any day, except that this Section shall not apply when the peddler, solicitor, or canvasser has an express invitation from the resident, occupant, or owner of a dwelling or business allowing him/her to enter upon the property outside of the designated times.
3. It shall be unlawful for any solicitor, peddler or canvasser to engage in soliciting, peddling or canvassing upon any premises or in any dwelling house, apartment or other

residence after having been asked by the owner or occupant thereof to leave the premises or residence.

4. It shall be unlawful for any solicitor or peddler to make more than one (1) appearance for purposes of soliciting or peddling at the same residential premises for identical goods, services or contributions within any consecutive sixty-day period, without receiving prior permission therefor from the occupants of the premises. This provision shall be construed to include solicitation and peddling upon the same premises by employees, agents or other persons acting on behalf of the same person more than once during the aforesaid period without prior permission, as herein provided.

5. It shall be unlawful for any solicitor, peddler or canvasser to fail to provide, at the request of the purchaser or donator, a written receipt for purchases or donations exceeding five dollars (\$5.00) in cash or tangible property, which receipts shall be signed by the person making the sale or accepting the donation and shall set forth:

a. The brief description of the goods or services sold, the total purchase price thereof, amount of cash payment, if any, and the balance due and terms of payment; or

b. For any donation or charitable solicitation, a written receipt acknowledging that contribution and personally signed by the person accepting the contribution.

6. It shall be unlawful for any solicitor, peddler or canvasser to fail at the outset to disclose to the prospective buyer, donor or canvasee his/her name and the name of the company, product or organization he/she represents.

7. It shall be unlawful for any solicitor, peddler or canvasser to make any assertion, representation or statement that misrepresents the purpose of his/her call or use any plan or scheme that misrepresents that purpose.

8. It shall be unlawful for any solicitor, peddler or canvasser to conduct his/her business in a way that would restrict or interfere with ingress or egress of the abutting property owner or tenant, increase traffic congestion or delay, or constitute a hazard to traffic, life or property or an obstruction to adequate access to fire, police or sanitation vehicles.

9. It shall be unlawful for any solicitor, peddler or canvasser who has: been convicted of a felony; been convicted of a misdemeanor or other violation of the laws of the United States or of any State or City of the United States, where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7) years; or been charged with a felony, misdemeanor or other violation of the laws of the United States or of any State or City of the United States and an arrest warrant has been issued therefor by the jurisdiction in which the crime is alleged and remains outstanding, to solicit, peddle or canvass within the City.

10. It shall be unlawful for any person to solicit, peddle or canvass or attempt to solicit, peddle or canvass at a place of residence at any entrance other than the main entrance of the residence.

11. It shall be unlawful for any solicitor or peddler to solicit or peddle or attempt to solicit or peddle without carrying upon his/her person a copy of the permit issued by the City authorizing solicitation or peddling and an identification badge or card as described in Section 640.050(10) of this Chapter.

12. It shall be unlawful for any solicitor or peddler to solicit or peddle or attempt to solicit or peddle without carrying upon his/her person a State or Federal government identification card, if the solicitor or peddler is legally able, by age, to obtain this form of identification.

13. It shall be unlawful for any solicitor, peddler or canvasser to leave a handbill attached to any sign, utility pole, transit shelter, tree, bridge, public building or appurtenance or other structure within the public right-of-way. No handbill shall be attached to any privately owned property in a manner that causes damage to such property. No handbill shall be left in a manner as to be blown away. No handbill shall be left on premises that are temporarily or continuously uninhabited. No handbill shall be placed upon any automobile or other vehicle. The City may remove and destroy any handbills in violation of this Section.

14. It shall be unlawful for any solicitor or peddler to use public property, including but not limited to parks, streets, medians, sidewalks, parking lots, and other rights-of-way, for soliciting or peddling unless that use is part of a special event approved by the City.

SECTION 640.090: VIOLATION TO BE PROSECUTED AS TRESPASS

Any person violating any part of this Chapter shall have committed a trespass on such property and shall be prosecuted under the general trespass ordinances of the City. The penalty for such violation shall be the same as for any other trespass.

SECTION 640.100: EACH DAY IS AN OFFENSE

Every day any violation if this Chapter or of any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.

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

PASSED THIS 28th DAY OF AUGUST, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 07/18/2023

Second Reading: 08/28/2023



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3000-23, approving a Conditional Use Permit for a Transfer Station at 14820 North Industrial Drive – 2nd reading.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3000-23, to approve a Conditional Use Permit for a Transfer Station at 14820 North Industrial Drive for second reading by title only.

SUMMARY:

The original application was submitted on May 12, 2023 for a CUP to operate a transfer station on I-1 zoned land, simultaneously with an application to approve a final plat on the land located in the First Park industrial subdivision. The plat would create two lots, one of which will become the site for the transfer station. The transfer station would involve transporting roll-off dumpsters from various locations to the site to be weighed, then dumped inside a building. This waste would then be sorted into usable recyclables and the remaining waste. Once enough materials were sorted, the items would then be loaded again onto roll-off dumpsters for transport to either recycling facilities, or certified C&D landfills. The applicant submitted plans to identify how the lot would layout that addresses the most significant concerns – potential hazardous or harmful wastes entering the ground water or surface water, and the stormwater runoff. Following a public hearing, the Commission was presented with draft findings of fact required by the ordinance. After discussion, the commission recommended approval of the CUP with conditions identified in paragraph C of the conclusions of law.

PREVIOUS ACTION:

Planning Commission hearings on July 11.

POLICY ISSUE:

Implementation of the Comprehensive Plan and Zoning Ordinance.

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|--------------------------------------------------------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input checked="" type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Findings of Fact, Public Hearing Evidence | |

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: William T Mann Trust

Land Use Proposed: Transfer Station

Zoning: I-1

Property Location: Future 14820 N. Industrial Dr.

Pursuant to the provisions of Section 400.570 concerning the minimum requirements for the issuance of a special use permit and based on the testimony and evidence presented in a public hearing of the Planning and Zoning Commission held on July 11, 2023 the Planning Commission of the City of Smithville, Missouri hereby makes the following *Finding of Facts and Conclusions of Law*.

Finding of Facts

1. The proposed special use complies with all applicable provisions of the zoning regulation including intensity of use regulations, yard regulations and use regulations.
2. It is found that the proposed special use at the specified location will contribute to and promote the welfare and convenience of the public in that it will be consistent with the Comprehensive Plan goals to expand industrial uses in this particular area and will help reduce the amount of trash in landfills and recycle for other uses materials that would otherwise be in landfills.
3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located. The entire area is either zoned industrial or unused, vacant land intended to be added to the industrial district.
4. The location and size of the conditional use will not dominate the immediate neighborhood to prevent development. The proposal would match the existing types of uses, and the location, size and screening are such that no impact is anticipated.
5. There is sufficient parking for the anticipated vehicles.

6. All utilities will be constructed by the developer prior to this project, and additional stormwater reviews WILL occur at the site plan review of the building(s) themselves.
7. Adequate access roads and entrances are provided.
8. That in rendering this Finding of Fact, testimony at the public hearing on July 11, 2023 has been taken into consideration.

Conclusions of Law

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

- A. This application and the granting of a Conditional Use permit is governed by Section 400.570 of the zoning ordinance of Smithville, Missouri.
- B. The proposed use complies with minimum standards required for the issuance of a conditional use permit as set out in Section 400.570 of the zoning ordinance.
- C. A conditional use permit should be granted to allow a transfer station at 14820 N. Industrial Dr. with the following conditions:
 1. That the project be submitted for separate Site Plan Review, including the additional stormwater and TIS reports.
 2. That the area is adequately screened in accordance with the outdoor storage regulations of the city and such storage screen be located inside the perimeter of the area to be landscaped in accordance with the site plan review process.

Planning Commission

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SMITHVILLE, MISSOURI BY AND GRANTING A CONDITIONAL USE PERMIT TO HUNTLEY DISPOSAL FOR A TRANSFER STATION FOR CONSTRUCTION AND DEMOLITION WASTE AT 14820 NORTH INDUSTRIAL DRIVE

WHEREAS, On July 11, 2023, the Planning Commission of Smithville, Missouri held a public hearing relative to a request for a conditional use permit; and

WHEREAS, the Planning Commission forwarded consideration of said request to the Board of Aldermen with a recommendation of granting said request with certain conditions; and

WHEREAS, the Board of Aldermen, based on substantial evidence provided by the applicant, staff, and members of the public found that applicant's proposed transfer station would not seriously injure the public or the appropriate use of neighboring property and that said use would conform to the general intent and purpose of the zoning ordinance if the conditions of the Planning Commission recommendation were met; and

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

Section 1. Ordinance Number 711 and the Zoning Map which is made a part thereof, is amended by granting a Conditional use permit for the installation of a construction and demolition waste transfer station at 14820 North Industrial Drive and more particularly described as follows:

Lot 19, First Park 3rd Plat

Section 2. That the Conditional Use Permit contains the following conditions, which are mandatory:

1. That the project be submitted for separate Site Plan Review, including the additional stormwater and TIS reports.
2. That the area is adequately screened in accordance with the outdoor storage regulations of the city and such storage screen be located inside the perimeter of the area to be landscaped in accordance with the site plan review process.

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

PASSED THIS 28th DAY OF AUGUST, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st Reading: 07/18/2023

2nd Reading 08/28/2023



STAFF REPORT

July 7, 2023

Conditional Use Permit for Part of Parcel Id # 05-816-00-05-005.00

Application for a Conditional Use Permit

Code Sections:

400.570 Conditional Use Permits

Property Information:

Address: Future 14820 N. Industrial Dr.
Owner: William T Mann Trust
Current Zoning: I-1

Public Notice Dates:

1st Publication in Newspaper: June 22, 2023
Letters to Property Owners w/in 200': June 22, 2023

GENERAL DESCRIPTION:

The property owner has a tentative contract for sale of a part of the unplatted portion of First Park Industrial Park. This 3rd Plat, Lot 19 parcel differs from the approved preliminary plat due to the exact lot sizes so it is subsequently on the agenda to approve a Single Phase Final Plat that amends the approved Preliminary Plat and authorizes the final plat. The land in the entire development is zoned I-1 light industrial, with the unplatted county land to the south identified as future industrial land in the Future Land Use Plan of the Comprehensive Plan.

The potential purchaser seeks to construct a facility that would allow him to operate a construction demolition transfer station with all transfer to occur inside the building, with exterior storage areas. The facility will take construction demolition in roll-off containers, dump the materials inside the building and then sort the materials into various types. Some of the materials will be recycled, some will be resold (metals) and the unusable materials will then be transferred to a C & D approved landfill. The waste stream itself is highly regulated by the EPA, so removing materials that can be reused or recycled ultimately save money overall by only disposing of unusable demolition waste.

Transfer Stations are authorized inside the city limits on either I-2 Heavy Industrial zoned land, or with a Conditional Use Permit on I-1 light Industrial land. After discussions with the owner and the potential purchaser, they agreed to seek the conditional use permit to avoid any future concerns about additional uses the I-2 district authorizes by right. This path, if approved, would keep the light industrial zoning, and the only use allowed other than those by right would be this specific facility with any conditions approved to protect against the higher risk operations allowed in I-2.

In order to approve a conditional use permit, the code requires certain findings of fact be made by the commission. Those code requirements, and the staff recommended findings are listed below:

Minimum Requirements. A conditional use permit shall not be granted unless specific written findings of fact directly upon the particular evidence presented support the following conclusions:

1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations. The use is specifically authorized upon approval of a Conditional Use Permit.

2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public. The transfer station will ultimately reduce the amount of Construction and Demolition waste that enters those special landfills, and will reuse and recycle other materials that can also reduce the cost for additional production of those materials. To the extent that much of the traffic of the construction demolition that currently travels through Smithville will be routed to this facility, it will ultimately reduce the waste stream at the end point.

3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located. The general location of the property, with the specific requirements that the material only be sorted inside the building itself will not impact the adjacent or nearby industrial users

4. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:

a. The location, nature and height of buildings, structures, walls and fences on the site; and The location of the facility, as shown on the site plan layout shows a scale building where vehicles will enter to be weighed. The weighed trucks will then enter the 6,400 ft² building. All waste will be off-loaded, sorted, and then re-

loaded into different vehicles to be transported to various recycling or landfill sites. The buildings on site will resemble the other buildings approved in the subdivision.

b. **The nature and extent of landscaping and screening on the site.** The perimeter of the area will have an 8' security fence that must meet the sight obscuring requirements of 80%. The landscaping will be subject to review in the site plan review process with the actual building process.

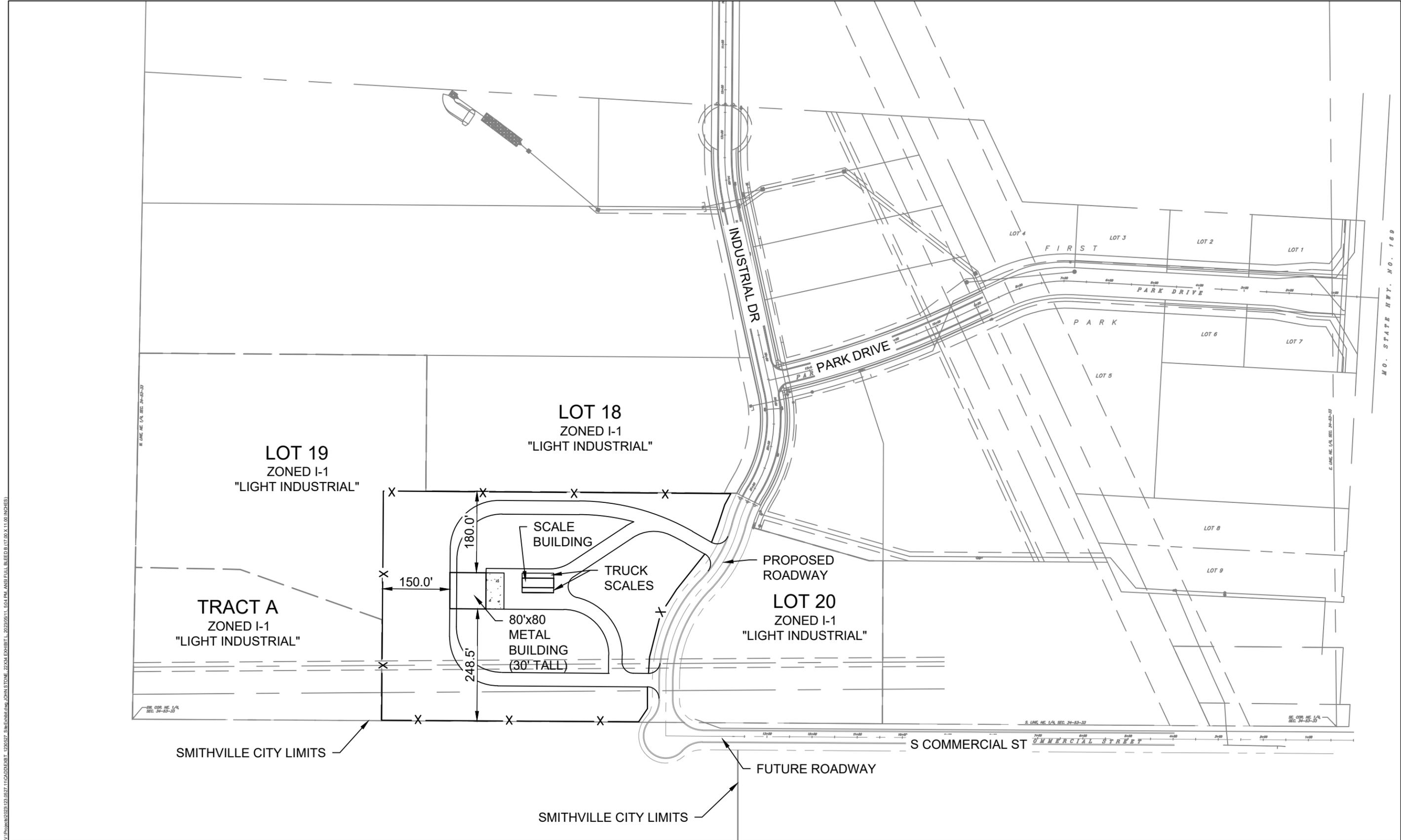
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect. The submitted layout includes adequate ingress and egress for the type of facility, as well as substantial future growth room that would all be subject to site plan review if developed with additional buildings in the future. There are no residential properties near this facility, and none that have direct visibility of the site.

6. Adequate utility, drainage and other such necessary facilities have been or will be provided. The project will be required to provide additional stormwater review with the building site plan process, but the subdivision plat is to include a large stormwater detention basin to the east of the facility. Since all the transfer work will occur inside the building, any potential problem wastes will be sent to the wastewater treatment facility with the sanitary sewer system (floor drains are connected to sanitary) and no other issues are anticipated.

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys. The use will not generate large amounts of traffic. The traffic it does generate is handled by the current roadway system, and when 148th St. (now Commercial St.) gets extend further west to this site, there will be two separate ingress/egress points onto 169.

STAFF RECOMMENDATION:

Staff recommends Approval CONTINGENT on the applicant: submit for review the entire site plan for separate review under existing Site Plan Review procedures including providing a TIS report; constructs a sight-obscuring fence in accordance with outdoor storage standards inside the landscaping areas as required in the Site Plan review, and updates the stormwater study for the subdivision that accounts for this particular site and use.



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Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3001-23 – Calling an Election in the City of Smithville, Missouri, 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3001-23, calling an election in the City of Smithville, Missouri and placing the issue on the November 7 ballot as an emergency Ordinance sponsored by Mayor Boley, first reading and second reading by title only.

BACKGROUND:

Ongoing funding needs for police operational and equipment needs have been identified for several years. This year, the General Assembly passed, and the Governor has signed a bill that would give the City of Smithville the ability to take to the voters a ballot measure to establish a public safety sales tax.

A half-cent sales tax is projected to generate approximately \$700,000 in revenues annually. It is recommended that, if approved, the tax proceeds be used to fund:

- Addition of two police officers
- Implementation of an animal control program
- Vehicle leasing costs associated with Police Department fleet
- Equipment Upgrades and replacement

PREVIOUS ACTION:

At the May 2023 Governing Body retreat, the Board of Aldermen directed staff to develop ballot language. This direction was reiterated at a June 7 work session.

FINANCIAL CONSIDERATIONS:

Approval of a public safety sales tax would provide resources to fund police operations and equipment needs.

ATTACHMENTS:

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

AN ORDINANCE OF THE CITY OF SMITHVILLE, MISSOURI, IMPOSING A SALES TAX FOR PUBLIC SAFETY PURPOSES AT THE RATE OF ONE-HALF OF ONE PERCENT, PURSUANT TO SECTION 94.903 R.S.MO. AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE NOVEMBER 7, 2023, ELECTION

WHEREAS the City of Smithville, Missouri is authorized pursuant to Section 94.903 R.S. Mo. to levy a public safety sales tax at the rate of one-half of one percent. and

WHEREAS the purpose of the public safety sales tax is for the improvement of public safety, including but not limited to, expenditures on or for equipment, City Public Safety employee salaries and benefits and facilities for the Police Department. and

WHEREAS the City's proposed public safety sales tax cannot become effective until approved by the voters at a municipal general, primary, or special election; and the City wishes to submit the issue to the voters. and

WHEREAS the City Board of Alderman wishes to submit the matter of the public safety sales tax to the qualified voters of the city at the general election on November 7, 2023.

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

1) The City of Smithville imposes a public safety sales tax, pursuant to the authority granted by, and subject to the provisions of Section 94.903, R.S. Mo. for public safety purposes. The tax is imposed on all retail sales made in the city that are subject to taxation under Chapter 144 R.S.Mo. The tax shall be in addition to all other sales taxes imposed by law and shall be stated separately from all other charges and taxes. The tax shall be for the purpose of improving the public safety of the city, including, but not limited to expenditures on police equipment, salaries, benefits, and facilities.

2) The rate of tax shall be one-half of one percent.

3) This Ordinance shall be submitted to the qualified voters of Smithville, Missouri for their approval as required by the provisions of Section 94.903 R.S.Mo. at the General election hereby called and to be held in the City on the 7th day November 2023. The official ballot to be supplied and used at said election shall be in substantially the following form:

PROPOSITION

Shall the City of Smithville impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

YES

NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

4) The City expects to make expenditures on and after the date of adoption of this Ordinance to enhance police services in the City.

5) This Ordinance shall be in full force and effect from and after the date of its passage and approval.

6) The City Clerk is hereby authorized and directed to notify the Clay County Board of Election Commissioners and the Platte County Board of Election Commissioners, no later than 4:00 P.M. on August 29, 2023, of the adoption of this Ordinance and to include in said notification all the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

7) That a Notice of Election, a copy of which is marked as **Exhibit A**, attached hereto and hereby incorporated in this Ordinance by reference, and the same is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute the same for and on behalf of the City of Smithville, Missouri, and to deliver the same to the Clay and Platte County Board of Elections in Liberty and Platte City, Missouri no later than 4:00 P.M. on August 29, 2023 and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

8) Within ten (10) days after the approval of this ordinance by the qualified voters of Smithville, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

PASSED by the Board of Aldermen of the City of Smithville, Missouri, this 28th day of August, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/28/2023

Second Reading 08/28/2023

Exhibit A

NOTICE OF ELECTION

Notice is hereby given that an election to impose a citywide sales tax for the purpose of improving the public safety of the City of Smithville, Missouri will be held in the City of Smithville, Missouri on November 7, 2023, at which election all registered voters in the City of Smithville, Missouri, will be given an opportunity to vote. Official ballot for said election will be in substantially the following form:

PROPOSITION

Shall the City of Smithville impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

YES

NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

The polling place for said election will be open at 6:00 AM and close at 7:00 PM.

Given under my hand and official seal of the City of Smithville, Missouri this 28th day of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Finance

AGENDA ITEM: Approve Bill No. 3002-23, Commercial Wastewater Adjustments – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3002.23, approving the changes to Section 705.110 Water and Wastewater Leak Adjustment. First reading by title only.

SUMMARY:

At the end of last year, Hillside Development (which is the name of the commercial utility account for the strip of businesses located at 201 – 219 U.S. 169 Highway) experienced a large leak in one of their 2" waterlines. Once Hillside Development realized the leak was significant in nature, they worked with Hampton Plumbing out of Kearney to diagnose the situation and fixed the leak by replacing the 2" waterline.

In reviewing the utility bill for the account, in the January 2023 billing cycle, consumption totaled 201,200 gallons. In the February 2023 billing cycle, consumption totaled 315,500 gallons. With this much consumption, the total utility bill for the January 2023 cycle was \$3,553.02 and the total utility bill for the February 2023 cycle was \$5,552.83.

Both bills were much higher than the normal bill, which prompted an individual from Hillside Development to reach out to staff to inquire about a leak adjustment. Staff relayed that the Code of Ordinances only permitted wastewater adjustments for commercial businesses.

Given the ability to grant a leak adjustment, staff calculated the credit amount which Hillside Development would be eligible for. That calculation sheet, which is the same one used for calculating credits for leak adjustments, is included in your packet and indicates that the total credit would be in the amount of \$3,312.61 In addition, staff requested proof of repair of the 2" waterline to ensure a leak occurred. That receipt from Hampton Plumbing was provided by Hillside Development and is also included in your packet.

The crux of the issue pertains to the approval procedures outlined in the City Code of Ordinances. Leak adjustments granting credits to residential accounts must be approved by the Board of Aldermen. However, as stated, the Code does not specify or outline that wastewater adjustments for commercial accounts must be approved by the Board of Aldermen. In other words, authority to approve is with the City Administrator. Given the direction from the Work Session held on July 18, staff have drafted ordinance revisions for consideration by the Board of Aldermen.

If the ordinance revisions are approved, Hillside Development will re-apply for the commercial wastewater adjustment and staff will present the application to the Board of Aldermen for formal approval.

PREVIOUS ACTION:

The Board of Aldermen discussed the commercial wastewater adjustment procedure at the July 18, 2023, Work Session and recommended that staff draft ordinance language to create a formal consideration procedure for commercial wastewater leak adjustments.

POLICY ISSUE:

Consideration of Commercial Wastewater Leak Adjustments.

FINANCIAL CONSIDERATIONS:

Future commercial wastewater leak adjustments will go to the Board of Aldermen, just like residential leak adjustments do, for consideration. The Hillside Development request will be considered on its resolution for approval.

ATTACHMENTS:

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

AN ORDINANCE REPEALING ORDINANCE SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT AND ENACTING IN ITS PLACE A NEW ORDINANCE SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT

WHEREAS, SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT currently reads as follows:

"Section 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT

A. Definition and Conditions

1. *As used in this Section, the following terms shall have the meanings indicated:*

MONTHLY AVERAGE

The amount of water usage calculated in accordance with Section 705.050(C); or if no such average has been established in accordance with that Section, then the average shall be the total number of gallons of water used divided by the total number of months billed.

NON-RESIDENTIAL WASTEWATER ADJUSTMENT

A financial adjustment to an account not categorized as residential in the City utility billing system to the wastewater portion of a utility bill related to a water leak.

WATER AND WASTEWATER LEAK ADJUSTMENT

A financial adjustment to an account categorized as residential in the City utility billing system to a utility bill related to a water leak.

2. *The Board of Aldermen may consider approving a leak adjustment under the following conditions:*
 - a. *The customer notifies the City staff of a water leak and requests a leak adjustment.*
 - b. *Water consumption for the month in question is more than two (2) times the monthly average for this property (for each month involved in the leak).*

- c. Leak adjustments may occur only once in any thirty-six-month period and shall cover a single event only [up to a maximum of two (2) monthly utility bills].*
- d. The adjustment request must include a plumber's repair receipt, material and supplies receipts or other proof that the leak has been repaired.*
- e. Upon receipt of the documentation and/or confirmation of billing history as required in Subsection (A)(2)(a) through (d) above, City staff will prepare a draft adjustment request in accordance with this policy for the Board of Aldermen agenda where the adjustment may be considered.*
- f. The resident shall be sent a copy of the adjustment request, and must attend the scheduled Board hearing on the matter. Failure to be present to provide information or answer questions at that hearing is cause for the Board to deny the request.*

B. No adjustments shall occur when any of the following exist:

- 1. Excessive use is due to the customer's usage decisions, such as seasonal use, sod watering, gardening, filling swimming pools/spas, etc.*
- 2. Excessive use is due to a third party from whom the customer can recover costs (theft, vandalism, construction damage, etc.).*
- 3. Excessive water volume extends beyond the first two (2) months of a multi-month leak.*
- 4. Leak adjustment has occurred for this property within the past thirty-six (36) months.*

C. Adjustment Calculations

- 1. The adjusted bill(s) shall charge the normal water rate on all water volume used up to two (2) times the average monthly water use for this property.*
- 2. The adjusted bill shall also charge the City's wholesale water purchase rate as listed in the Schedule of Fees on all water volumes greater than two (2) times the average monthly water use for this property.*
- 3. If the leak is inside the home, the wastewater bill shall not be adjusted because the water will have drained into the sanitary system of the home. If*

the leak is outside the home, the wastewater portion of the bill will be adjusted to reflect the average monthly usage for the property.

D. Rules Upon Resolution of Request By the Board

- 1. Upon resolution by the Board of Aldermen, the customer shall make payment in full or make payment arrangements with City Hall in accordance with the then current payment policies no later than ten (10) days following the Board hearing.*
- 2. If the customer fails to comply with the payment obligations above within the allotted ten (10) days, then the account shall be treated as past due and be subject to the imposition of late fees and discontinuance of service in accordance with the regular billing procedures of this Chapter.*

E. Wastewater Adjustment On Non-Residential Utility Bills. Any non-residential utility account that experiences a water leak outside of the structure served by the account shall, upon submittal of proof of repair of such leak to the City, be entitled to an adjustment to the wastewater portion of such bill to an amount equal to the account's average monthly usage that existed prior to such leak, and in no event shall there be an adjustment to the water portion of the utility bill.”;
and,

WHEREAS, the City of Smithville wishes to clarify the procedure by which non-residential wastewater adjustments are approved by requiring the Board of Aldermen to consider and approve such requests.

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

Section 1. That Section 705.110 of the Code of Ordinances of the City of Smithville is hereby deleted in its entirety and replaced with a new section to be read and numbered as follows:

Section 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT

A. Definition and Conditions

1. As used in this Section, the following terms shall have the meanings indicated:

MONTHLY AVERAGE

The amount of water usage calculated in accordance with Section **705.050(C)**; or if no such average has been established in accordance with that Section, then

the average shall be the total number of gallons of water used divided by the total number of months billed.

NON-RESIDENTIAL WASTEWATER ADJUSTMENT

A financial adjustment to an account not categorized as residential in the City utility billing system to the wastewater portion of a utility bill related to a water leak.

WATER AND WASTEWATER LEAK ADJUSTMENT

A financial adjustment to an account categorized as residential in the City utility billing system to a utility bill related to a water leak.

2. The Board of Aldermen may consider approving a leak adjustment under the following conditions:
 - a. The customer notifies the City staff of a water leak and requests a leak adjustment.
 - b. Water consumption for the month in question is more than two (2) times the monthly average for this property (for each month involved in the leak).
 - c. Leak adjustments may occur only once in any thirty-six-month period and shall cover a single event only [up to a maximum of two (2) monthly utility bills].
 - d. The adjustment request must include a plumber's repair receipt, material and supplies receipts or other proof that the leak has been repaired.
 - e. Upon receipt of the documentation and/or confirmation of billing history as required in Subsection **(A)(2)(a)** through **(d)** above, City staff will prepare a draft adjustment request in accordance with this policy for the Board of Aldermen agenda where the adjustment may be considered.
 - f. The customer shall be sent a copy of the adjustment request, and must attend the scheduled Board hearing on the matter. Failure to be present to provide information or answer questions at that hearing is cause for the Board to deny the request.
3. No adjustments shall occur when any of the following exist:

a. Excessive use is due to the customer's usage decisions, such as seasonal use, sod watering, gardening, filling swimming pools/spas, etc.

b. Excessive use is due to a third-party from whom the customer can recover costs (theft, vandalism, construction damage, etc.).

c. Excessive water volume extends beyond the first two (2) months of a multi-month leak.

d. Leak adjustment has occurred for this property within the past thirty-six (36) months.

B. Adjustment Calculations for Residential and Non-Residential Accounts

1. For calculations to the water portion of a residential account, the adjusted bill(s) shall charge the normal water rate on all water volume used up to two (2) times the average monthly water use for this property and shall also charge the City's wholesale water purchase rate as listed in the Schedule of Fees on all water volumes greater than two (2) times the average monthly water use for this property. In no event shall a non-residential account be given an adjustment for water rates or usage caused by a leak.

2. For wastewater adjustment calculations to residential and non-residential accounts, if the leak is inside the building, the wastewater bill shall not be adjusted because the water will have drained into the sanitary system. If the leak is outside the building, the wastewater portion of the bill will be adjusted to reflect the average monthly usage for the property.

C. Rules Upon Resolution of Request By the Board

1. Upon resolution by the Board of Aldermen, the customer shall make payment in full or make payment arrangements with City Hall in accordance with the then current payment policies no later than ten (10) days following the Board hearing.

2. If the customer fails to comply with the payment obligations above within the allotted ten (10) days, then the account shall be treated as past due and be subject to the imposition of late fees and discontinuance of service in accordance with the regular billing procedures of this Chapter.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 5th day of September, 2023.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 8/28/2023

Second Reading: 9/05/2023



Board of Aldermen Request for Action

MEETING DATE: August 28, 2023

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3003-23 - Ordinance - Amending Section 700.040 of the Code of Ordinances – 1st reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3003-23, amending Section 700.040 of the Code of Ordinances. First reading by title only.

SUMMARY:

Section 700.040 provides for sewer impact fees for all sewer connections based on water meter size that shall be listed in the Comprehensive Schedule of Fees that is reviewed annually and approved by the Board of Aldermen.

Two special impact fees are being identified in the Ordinance as well:

- Stonebridge Lift Station Fee of \$3,900 / gallon / minute for new sewer connections that directly or indirectly drain to the Stonebridge or Daycare Lift Stations. The city will be reconstructing the Stonebridge Lift Station and eliminating the Daycare Lift Station and conveying the flow by gravity to the new Stonebridge Lift Station. Currently these lift stations are at capacity and cannot accept any additional flow from new development. The new transit facility for the school district as well as several commercial and multifamily lots cannot be served until this improvement is completed. The impact fee is based on the proportionate share of the capacity of the new Stonebridge Lift Station that these newly developing areas need.
- North Force Main Fee has been in the schedule of fees and was established by development agreement but not included in the Ordinance for service connection fees. The North Force Main Fee is \$279 / lot.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

The Ordinance allows for the City to recoup some of the City's additional cost to provide sanitary sewer capacity to developing areas.

ATTACHMENTS:

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

**AN ORDINANCE AMENDING SECTION 700.040 OF THE
CODE OF ORDINANCES**

WHEREAS, the City collects impact fees for sanitary sewer from projects that connect to the City sewer system: and

WHEREAS, the general sewer impact fees are to fund sewer projects that arise from the impact of new construction on the sewer system, including system capacity; and

WHEREAS, special sewer impact fees are necessary for improvements to limited or specific areas of the city sewer system; and,

WHEREAS, the city has collected an additional North Force Main Fee for connections to the north force main in the city for many years; and,

WHEREAS, capacity for connections to the Stonebridge or daycare lift stations is full, so additional capital improvement work is necessary in order to authorize new development and connections in this area; and,

WHEREAS, an additional special sewer impact fee is necessary to offset the costs of this improvement for the Stonebridge Lift Station service area necessitated by new development.

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

Section 1. Section 700.040 of the Code of Ordinances of the City of Smithville is amended by deleting the text in its entirety and replacing it as follows:

Section 700.040 Service Connection Fees:

- A. All connections to a public sewer shall be done subject to a permit issued in accordance with the applicable building codes; and
- B. A general sewer impact fee for all sewer connections based upon the water meter size for the building shall be paid in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.
- C. A special impact fee for any new sewer connection that directly or indirectly drains to the Stonebridge lift station or the Daycare lift station (*as described in the January 11, 2021 Wastewater Master Plan*) shall pay a Stonebridge Lift Station Fee

in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.

- D. A special impact fee for any new sewer connection that directly or indirectly drains to the force main that extends north of the Little Platte River from the existing sewer treatment plant shall pay a North Force Main Fee in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.
- E. All such funds collected in this section shall be kept in a fund to be used only for capital improvement projects that expand capacity of the system, including, but not limited to, new sewer lines, upsizing existing sewer lines, removing or replacing lift stations, or upgrading sewer lift stations.

Section 2. That this ordinance shall take effect and be in force from and after its approval *as* required by law.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 5th day of September, 2023.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/28/2023

Second Reading: 09/05/2023



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1257 – Authorize the Mayor to sign an MOU with the School District

REQUESTED BOARD ACTION

Motion to approve Resolution 1257, authorizing the Mayor to sign an MOU with the Smithville R-II School District.

SUMMARY:

The MOU outlines responsibilities and financial obligations of the City and the school district towards the reconstruction of the Stonebridge lift station. In order to provide sewer service for the new School Transit Facility, the Stonebridge Lift Station requires additional capacity. The school district is agreeing to pay \$100,000 towards the construction of the new lift station. The Transit Facility will be up and running before the new lift station is complete and the MOU also outlines that the wash bay would not be used until the new station is on-line.

PREVIOUS ACTION:

None

POLICY ISSUE:

Infrastructure Maintenance and growth

FINANCIAL CONSIDERATIONS:

Currently the Owens Branch gravity sewer main is in design and was anticipated to be constructed in 2024. This project is a higher priority and would be completed in 2024 and the Owens Branch project would be completed in 2025.

ATTACHMENTS:

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

RESOLUTION 1257

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
MEMORANDUM OF UNDERSTANDING (MOU) WITH
SMITHVILLE R-II SCHOOL DISTRICT**

WHEREAS, the City and the District desire to cooperate on a construction project which will allow for the construction of a new lift station (Stonebridge Lift Station) which is necessary, in part, for the District's sewer line to serve its' new Transportation Facility; and

WHEREAS, the City and the District desire to enter into a Memorandum of Understanding outlining the responsibilities and financial obligations of both the City and District.

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

THAT the Mayor is hereby authorized to sign the Memorandum of Understanding with the Smithville R-II School District.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

MEMORANDUM OF UNDERSTANDING
LIFT STATION

This Memorandum of Understanding (hereinafter “MOU”) is entered into the [redacted] day of [redacted], 2023, by and between the Smithville R-II School District, a political subdivision and public school district of the State of Missouri (hereinafter “the District” or “District”), and the City of Smithville, Missouri, a political subdivision of the State of Missouri (hereinafter “the City” or “City), pursuant to § 70.220, RSMo.

WHEREAS, the City and the District desire to cooperate on a construction project which will allow for the construction of a new lift station (“Stonebridge Lift Station”) which is necessary, in part, for the District’s sewer line to serve the new Transportation Facility;

NOW, THEREFORE, in consideration of this agreements and certain covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lift Station.** Time is of the essence, the city will have the plans completed by a qualified engineering firm. The City will notify the District of any impact to the District or District property. The District will be provided a set of plans upon completion.
2. **School District Responsibilities.** The School District shall contribute up to One Hundred Thousand Dollars and No Cents (\$ 100,000.00) to the City to contribute to costs associated with construction of the Stonebridge Lift Station. Payments shall be made in installments at times and by methods agreed upon by the parties in writing. Half of the payment will be made when the school district connects to the existing lift station. The remaining balance will be due on the Stonebridge Lift Station is completed.
3. **City Responsibilities.** The City shall be responsible for the construction of the Stonebridge Lift Bridge. Following construction of the Stonebridge Lift Station, the City shall be responsible for all costs and duties associated with maintaining and operating the Stonebridge Lift Station.
4. **Wash Bay.** While the Stonebridge Lift Station is being constructed, the City shall permit the District to connect to the old lift station. The District agrees that it will not hook up its wash bay until the Stonebridge Lift Station installation is complete. Once the Stonebridge Lift Station is completed, the City will allow the District to use the wash bay as intended.
5. **Term.** This MOU shall remain in effect for the duration of the construction of the Stonebridge Lift Station and the term shall expire when construction of the Stonebridge Lift Station is completed. Notwithstanding the foregoing, this MOU may

be terminated by either party at any time upon sixty (60) days written notice to the other party.

6. **Governing Law.** This MOU shall be construed and governed in accordance with the laws of the State of Missouri. Any action in regard to this MOU or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive any objection to venue.
7. **Compliance.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this MOU and each and every action to be taken hereunder.
8. **Waiver.** Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this MOU can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this MOU or by law despite any such forbearance or indulgence.
9. **Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this MOU shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.
10. **Headings; Construction of MOU.** The headings of each section of this MOU are for reference only. Unless the context of this MOU clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this MOU and any incorporated Attachments, the provisions of this MOU shall control.
11. **Entire MOU.** This MOU, including any referenced attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter.
12. **Modification.** This MOU may be amended by mutual agreement of the parties, in writing, at any time.

13. **Severability of Provisions.** Except as specifically provided in this MOU, all the provisions of this MOU shall be severable. If any provision of this MOU is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this MOU shall be valid unless the court finds that the valid provisions of this MOU are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this MOU could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

14. **Binding Effect.** This MOU shall be binding upon approval of both parties, and their successors in interest.

15. **Authority.** The parties each certify that it has the power and authority to execute and deliver this MOU, and to perform this MOU in accordance with its terms.

16. **Conditions Precedent:** This MOU shall not be in effect unless and until the parties have valid ordinances or Board approvals in effect authorizing the entry into this MOU and it has been executed by all parties.

17. **No Waiver of Immunity:** Nothing in this MOU waives any governmental immunity, including sovereign immunity or official immunity, available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Memorandum of Understanding on the dates set forth below.

CITY OF SMITHVILLE, MISSOURI

By: _____
 Mayor

Name (Printed): _____

Date: _____, 2023

SMITHVILLE R-II SCHOOL DISTRICT

By: _____
 Board of Education President

Date: _____, 2023

Attest by: _____
 Board Secretary



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public

Works **AGENDA ITEM:** Res 1258 – Authorization No. 101– Stonebridge Lift
Station

REQUESTED BOARD ACTION:

A motion to approve Resolution 1258, authorizing and directing the Mayor to execute Authorization No. 101 with HDR Engineering, Inc. for engineering design of the Stonebridge Lift Station in the amount of \$272,260.

SUMMARY:

A long-term goal of the City of Smithville is to serve the community's wastewater collection needs and provide additional capacity to facilitate growth opportunities more efficiently. The Stonebridge and Day Care Lift Stations are at capacity and cannot accept any additional flow. Both lift stations are over 25 years old.

The City conducted a drawdown test on the existing Stonebridge Pump Station on June 29, 2023 to determine existing pumping capacity. Pump 1 operated at 11 gpm, pump 2 at 13 gpm, and both pumps running together operated at 26 gpm. Based on current conditions, each pump individually should be operating at a minimum of 72 gpm. This indicates there is an operational issue with the station impeding its pumping capacity. Potential causes may be clogged pumps, faulty seals to the discharge pipe, faulty check valves, or a restriction in the existing 4" force main. Attached is a design memo from HDR.

There are several undeveloped commercial and residential lots in this service area and the new transit facility that the school is constructing could be served by the Stonebridge lift station. This project would upsize the Stonebridge lift station and force main and eliminate the Daycare lift station and provide the capacity for build out of the area.

PREVIOUS ACTION:

Wastewater Master Plan adoption Resolution 880, February 10, 2021.

POLICY ISSUE:

Infrastructure Maintenance and growth

FINANCIAL CONSIDERATIONS:

Currently the Owens Branch gravity sewer main is in design and was anticipated to be constructed in 2024. This project is a higher priority and would be completed in 2024 and the Owens Branch project would be completed in 2025.

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 checked="" type="checkbox"/> Other: Design memo | |

RESOLUTION 1258

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 101 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR STONEBRIDGE LIFT STATION AND FORCE MAIN IMPROVEMENTS

WHEREAS, the Stonebridge lift station has reached capacity and has several maintenance needs; and

WHEREAS, a long-term goal of the City is to serve the community's wastewater collection needs and provide additional capacity to facilitate growth opportunities; and more efficiently; and

WHEREAS, the project will remove from service one lift station and increase the capacity of the Stonebridge lift station; and

WHEREAS, HDR Engineering Inc. has submitted Authorization No. 101 to complete the engineering design and specifications for the Stonebridge Lift Station and Force Main Improvements.

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

THAT the Mayor is hereby authorized to execute Authorization No. 101 with HDR Engineering, Inc. to complete the engineering design and specifications for the Stonebridge Lift Station and Force Main Improvements in the amount of \$272,260.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Memo

Date: Tuesday, August 08, 2023

Project: Stonebridge Pump Station

To: Charles Soules, Bob Lemley, Dave Schuerger

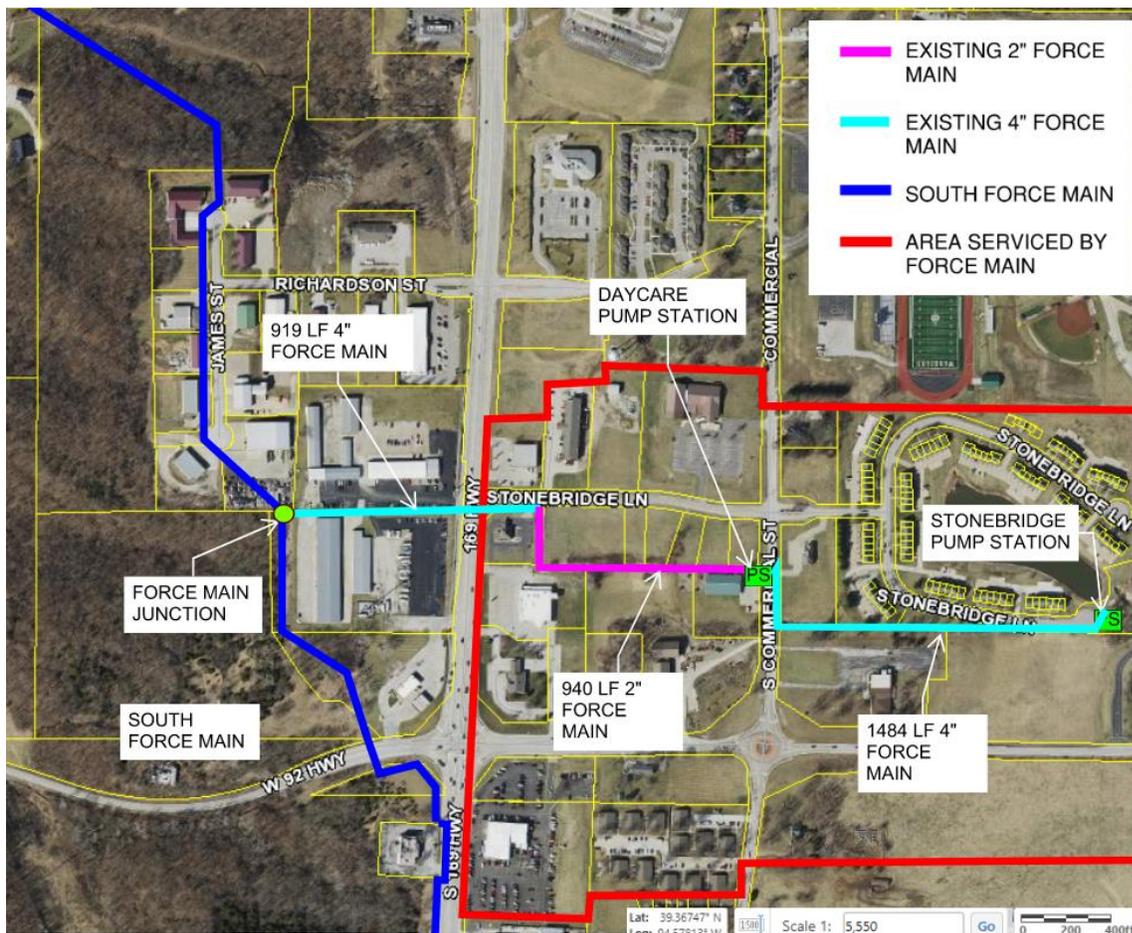
From: Aaron Bresette, Mitch Wiebelhaus

Subject: Stonebridge Pump Station Capacity

Existing System

HDR has evaluated the existing Stonebridge Pump Station (PS) and capacity improvements necessary to convey increased flow as the watershed continues to develop. This includes the impact of eliminating the Daycare Pump Station and/or upsizing the existing force mains. Currently the Stonebridge PS pumps flow to a 4" force main that discharges to a gravity sewer immediately upstream from the Daycare PS. From there flow is repumped from Daycare PS via a 2" force main, which increases to 4" force main near the intersection of Stonebridge Lane and Highway 169 before ultimately connecting to the existing 8" force main west of HWY 169. See Figure 1.

Figure 1 – Existing Area Wastewater System



The City conducted a drawdown test on the existing Stonebridge Pump Station on June 29, 2023 to determine existing pumping capacity. Pump 1 operated at 11 gpm, pump 2 at 13 gpm, and both pumps running together operated at 26 gpm. Based on current conditions, each pump individually should be operating at a minimum of 72 gpm. This indicates there is an operational issue with the station impeding its pumping capacity. Potential causes may be clogged pumps, faulty seals to the discharge pipe, faulty check valves, or a restriction in the existing 4" force main. Further investigation is recommended to determine the cause of the low pumping rates.

Flow Projections

Wastewater flow from existing and potential development within the service area was calculated using MDNR design guidelines. The current peak flow in the watershed is 183 gallons per minute (gpm). Commercial, high use commercial and medium-density residential uses were assumed to calculate flow for future development. This resulted in a future anticipated peak flow of 340 gpm. Summary of design calculations are shown as follows.

Existing Development:

- Residential – 144 units x 2.7 persons per unit x 100 gppd x PF 4.02 = 159,809 gallons per day (gpd) = 110 gpm
- Hotel – 55 units x 3 patrons per unit x 40 gppd x PF 4.18 = 27,570 gpd = 19 gpm
- Commercial – 10 units x 200 gpd/1000 sq ft x 6579 sf avg x PF 4 = 52,635 gpd = 37 gpm
- Fast food – 1 unit x 3 gppd x 1000 patrons per day x PF 3.80 = 11,400 gpd = 7.9 gpm
- Churches – 2 units x 8 gppd x 200 patrons per day x PF 4.15 = 13,274 gpd = 9.2 gpm

Total Current Flow – 183 gpm

Proposed Development:

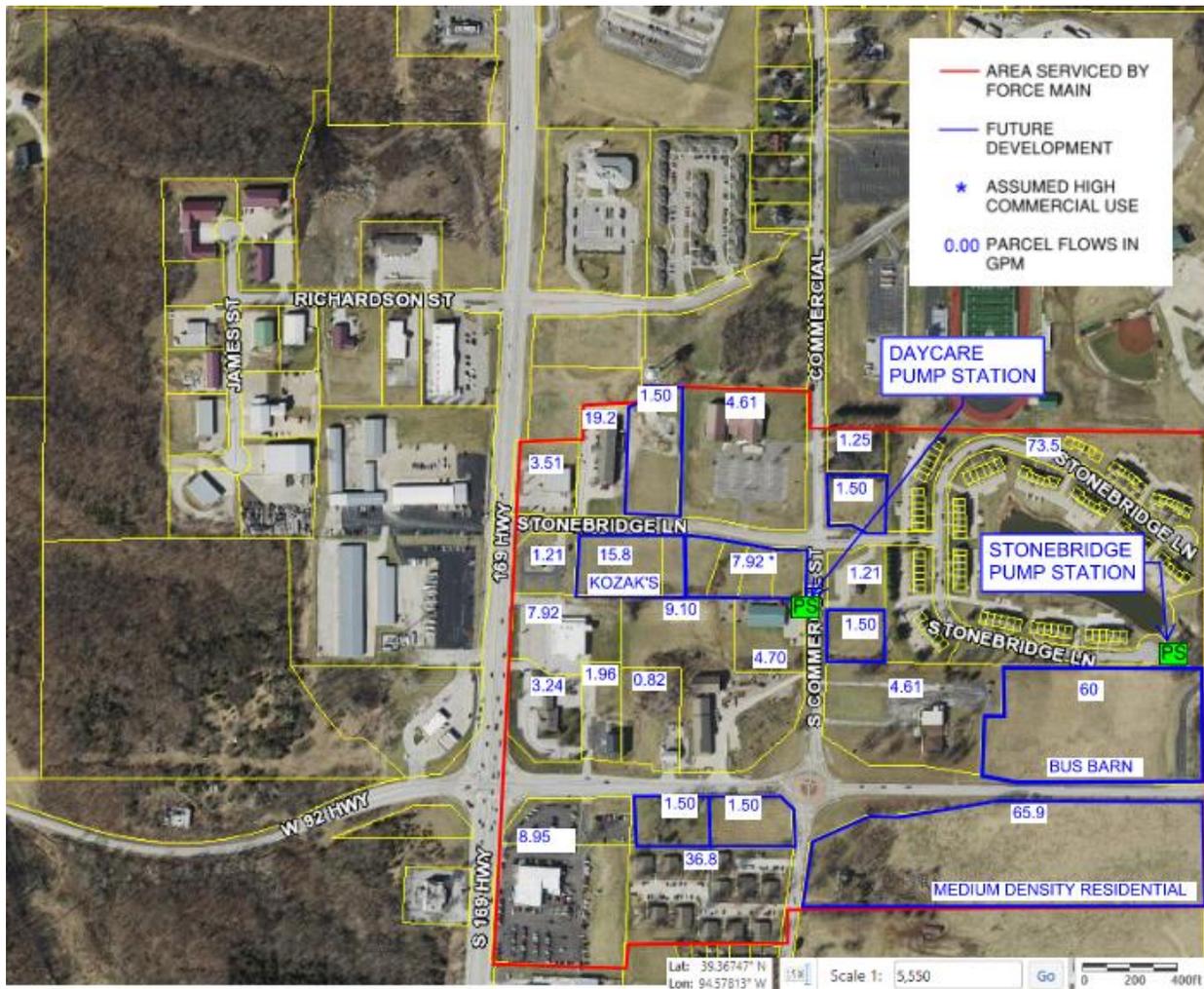
- Kozak's – 1000 patrons per day x 6 gpd PF 3.80 = 22,800 gpd = 16 gpm
- Future high use commercial – 1 units x 3 gppd x 1000 patrons per day x PF 3.80 = 11,400 gpd = 7.9 gpm
- Future commercial – 5 units x 200 gpd/1000 sq ft x 2700 sq ft avg x PF 4 = 10,800 gpd = 7.5 gpm
- Future medium density residential – 84 units x 2.7 persons per unit x 100 gppd x PF 4.13 = 94,948 gpd = 65.9 gpm
- Bus barn – 86,400 gpd = 60 gpm

Total Proposed Flow – 157 gpm

Total flow (existing plus proposed) = 340 gpm

Figure 2 summarizes anticipated peak flow projections for each parcel within the watershed in gallons per minute.

Figure 2 - Projected Wastewater Peak Flows



System Upgrade Analysis

Neither the existing Daycare nor Stonebridge pump stations have capacity to convey increased flow from anticipated future development in the watershed. Rather than upgrading and maintaining both pump stations, eliminating the Daycare PS and conveying the flow by gravity sewer to a new larger Stonebridge PS was evaluated. The existing Daycare and Stonebridge pump stations would be decommissioned, and replaced with a new larger Stonebridge pump station constructed adjacent to the existing PS.

Increased flow to Stonebridge PS results in a velocity of 8.3 fps through the current 4" force main, necessitating upsize to a 6" force main. Rather than follow the current force main route west to the force main junction, it is recommended to divert the route north to the gravity main on Richardson Street, eliminating the need to cross Highway 169. Following this route with a 6" force main results in a velocity of 4.1 fps and a TDH of 99 feet. The optimum pipe size and pump hydraulics should be further evaluated during detailed design.

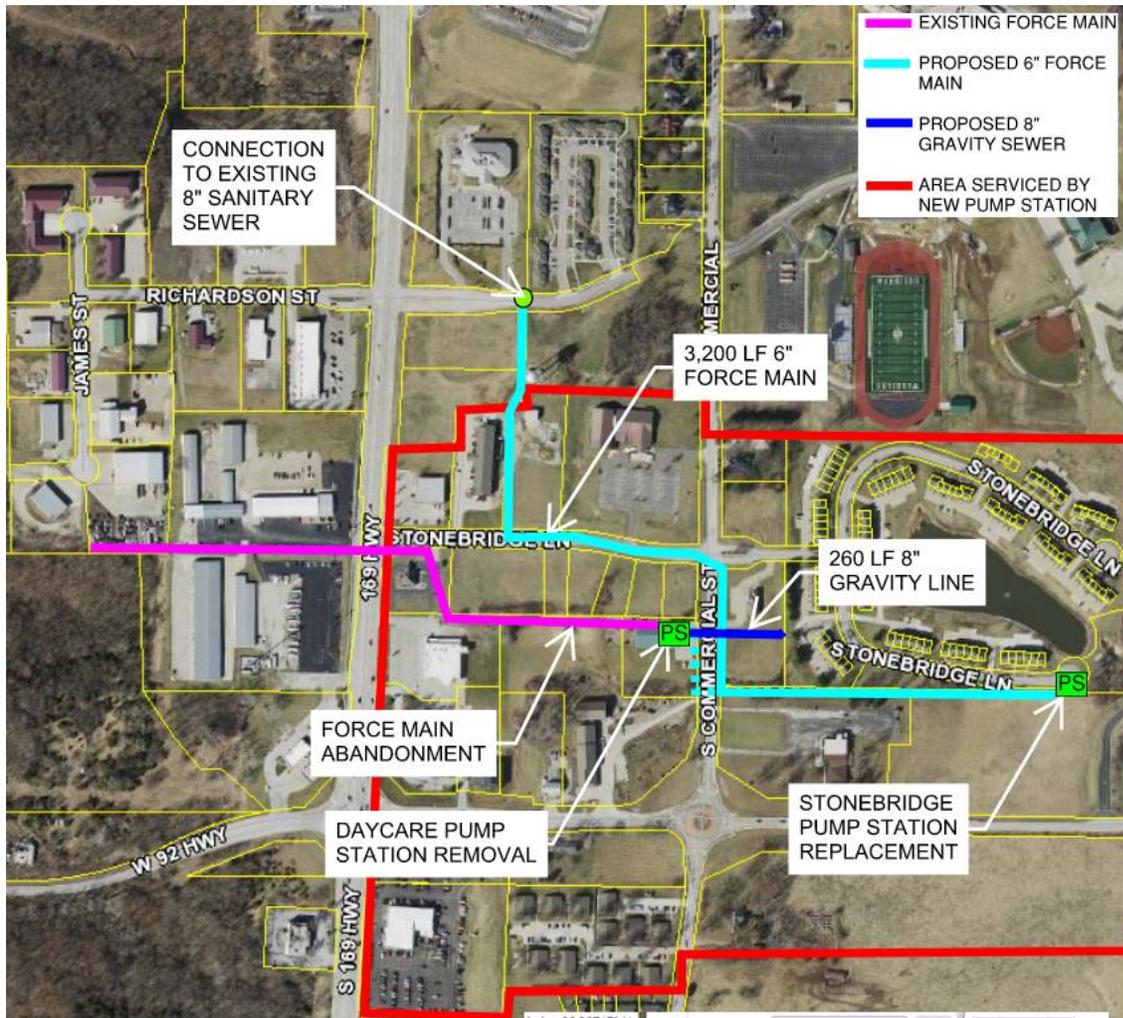
A budgetary estimate of probable construction cost was prepared for a new Stonebridge pump station and upsizing the 4" force main to 6" diameter and is summarized below. Figure 3 presents a conceptual depiction of these improvements.

Engineer's Opinion of Probable Construction Costs

Replace Existing Pump Station and 4-inch FM with 6-inch FM from Commercial Ave to Gravity Main

Item	Description	Quantity	Unit	Unit Cost	Extension
1	Pump Station	1	EA	\$700,000	\$700,000
2	Pump Station Abandonment	2	EA	\$20,000	\$40,000
3	6-inch Force Main	3,200	LF	\$45	\$144,000
4	8-inch Gravity Sewer	260	LF	\$90	\$23,400
5	Sanitary Sewer Manhole, 4' dia.	2	EA	\$6,000	\$12,000
Sub Total					\$919,400
30% Contingency					\$276,000
Total Construction					\$1,195,400
Engineering					\$270,000
Total Project					\$1,465,400

Figure 3 – Recommended Improvements

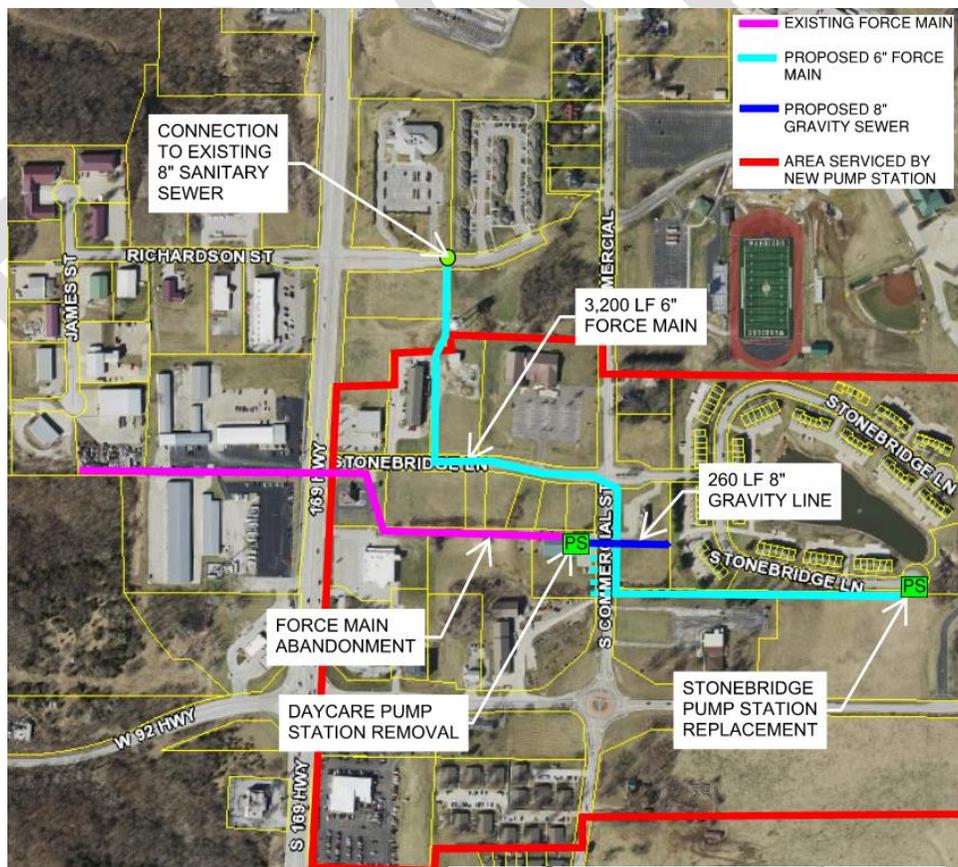




AUTHORIZATION No. 101
TO
AGREEMENT BETWEEN
CITY OF SMITHVILLE, MISSOURI
AND
HDR ENGINEERING, INC. (FORMALLY E.T. ARCHER CORPORATION)
FOR
PROFESSIONAL ENGINEERING SERVICES

STONEBRIDGE SANITARY SEWER IMPROVEMENTS

In accordance with Section 1.A. of the December 18, 2003 Agreement, the ENGINEER is hereby authorized to assist the City with the topographic survey, preparation of construction documents, bidding assistance, and construction administration for Stonebridge Pump Station (PS) replacement, along with approximately 3,200 linear feet of 6-inch sanitary force main and 260 linear feet of 8" sewer gravity line. The existing Daycare and Stonebridge pump stations will be decommissioned and replaced with a new Stonebridge PS adjacent to the existing PS. The new 6" force main from the new pump station will connect to the existing 8" sanitary sewer line on the north side of Richardson Street, approximately 440 feet east of the intersection with 169 HWY. This force main from the new pump station will run parallel to the existing force main to Commercial St. Then, it will extend northward along Commercial St to Stonebridge Ln where it turns westward to a point where it will extend northward to Richardson Street, as shown below.



The decommissioned Daycare PS will be converted into a junction structure and a new gravity sanitary sewer will be extended to an existing sewer located 260 feet east of the Daycare PS as shown above.

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

SCOPE OF SERVICES

Task 1. Topographic Survey

1. Project research, preparation, and management - Research and compile relevant previous topographic surveys and background data and incorporated into this project.
2. Safety plan coordination and review
3. Control and benchmark survey - Establish and/or identify survey control points and project benchmarks.
4. Topographic and utility survey - Obtain topographic survey within the project boundary. This will also include staking the existing force main based on the as-built drawings.
5. Utility Coordination/meetings - Coordination with utilities for locates and survey of utilities.
6. Boundary Survey - Develop property boundary survey from right of way to right of way and/or building faces. Research existing property lines based on County deeds and tax mapping.
7. Base mapping – Convert topographic field survey information into AutoCAD Civil 3D format.
8. Easement descriptions - Obtain Guaranteed Title Reports (GTR), create easement descriptions and exhibits for up to 7 properties.
9. Easement staking for acquisitions – HDR will provide staking for the proposed easements to define the project for property owners, appraisers, and the City.

Task 1 Deliverables: Easement descriptions and field staking.

Task 2. Preliminary Design

1. Internal Safety Plan and QA/QC Review – Internal Safety Plan and perform project approach and resource review.
2. Alignment walkthrough - HDR will provide conceptual alignment and conduct a walkthrough of the project with the City. This will confirm the proper alignment for the topographic survey and design. The City will coordinate with owners for access to private property.
3. Utility Coordination – HDR will initiate conversations with utilities about the project with the conceptual alignment. HDR will determine if utility improvements are intended in the project vicinity.
4. Pump Station Design Conditions – HDR will recommend design criteria for the Stonebridge PS near-term and long-term conditions and evaluate potential phasing alternates for the pump station to convey design flows as the service area develops. Additionally, HDR will assess the feasibility of repurposing the old sanitary pump equipment from the Smith's Fork pump station for the Stonebridge project. Factors such

as operational viability, compatibility with the new site, and necessary refurbishments will be considered.

5. Geotechnical investigations - HDR will retain a subconsultant to perform 6 soil bores proposed manholes and pump station locations to determine bedrock and groundwater conditions. Five (5) soil borings will be conducted along the force main alignment at depth of 10 feet or until auger refusal. An additional bore will be performed at the new location of the Stonebridge pump station, reaching a depth of 20 feet with rock coring. HDR will provide staking for the geotechnical bore locations.
6. Preliminary plans – HDR will develop preliminary design plans for the sewer alignment under the direction of City Staff. The Preliminary Design Plans will be based on the topographic survey developed in Task 1. These plans will include preliminary layout and survey control, sewer alignments plan and profiles, pump station layouts, and easement limits.
7. Conditionate with vendors/suppliers – HDR will coordinate with pump vendors and evaluate preliminary recommended pump selections for design conditions. HDR will inquire on lead times of pump station and pipe equipment/materials.
8. Technical specifications - HDR will prepare a preliminary technical specification in conformance with City and MDNR standards.
9. Preliminary cost estimate - HDR will prepare a preliminary itemized opinion of probable construction costs, AACE Class 3.
10. Basis of Design Memo– HDR will prepare a design technical memorandum documenting pump stations pre-design, along with gravity sewer and force main pre-design activities.
11. Client Meeting (1 included) - HDR will attend one meeting with the City to review the preliminary documents.
12. Easement exhibits to City – HDR will prepare easement exhibits and descriptions for the City.
13. Project Management – Perform project management, invoicing, scheduling, and cost control for the project.

Task 2 Deliverables: Preliminary Engineering Report, Preliminary Plans, Preliminary Technical Specification, easement exhibits, and Geotechnical Report.

Task 3. Final Design

1. Utility Coordination – HDR will continue conversations with utilities about the project. HDR will determine if utility improvements are intended in the project vicinity.
2. Final plans – HDR will develop final design plans for the pump station, force main and sewer line under the direction of City Staff. These plans will include title sheet, an electrical and structural layout of the pump station, sewer line plan and profiles, layout and survey control, erosion control, traffic control, restoration plans, and standard details.
3. Technical and project specifications - HDR will prepare the final design project manual and project specific technical specifications.
4. Cost estimate – HDR will final revise the itemized opinion of probable construction costs, AACE Class 2.
5. Internal QC review - HDR will perform an internal quality control review on the final plans, project manual, and cost estimate.

6. Engineering Report – HDR will prepare a final engineering report to be sent to Missouri Department of Natural Resources (MDNR) for review.
7. Construction permit to MDNR – HDR will submit a sewer line construction permit to MDNR.
8. Stormwater Permitting- Coordinate and prepare land disturbance erosion & sediment control (E&S) plans, NPDES stormwater permit application, and stormwater pollution prevention plan (SWPPP)
9. Client Meeting (1 included) - HDR will attend one meeting with the City to review the final documents.
10. Project Management – Perform project management, invoicing, scheduling, and cost control for the project.

Task 3 Deliverables: Engineering report, Construction plans and specifications, MDNR construction permit, Construction cost estimate.

Task 4. Bidding Phase

1. Prepare bid package - HDR will assist Owner in advertising by submitting electronic copies of the bidding documents to Drexel Technologies, Inc. Plan Room.
2. Pre-bid conference - HDR will assist the City in conducting a pre-bid conference.
3. Bidder's questions – HDR will address bidders questions.
4. Prepare addenda – HDR will issue up to two (2) addenda to clarify, correct, or modify the Bidding Documents.
5. Bid Opening – HDR will attend the bid opening, prepare Bid tabulations, and assist Owner in evaluating Bids or proposals and provide a bid award recommendation to the City
6. Bid award – After Acceptance from the City, HDR will notify the contractor of the bid award and notice to proceed and create conformed to bid drawings and Project Manual.

Task 4 Deliverables: Project advertisement, bid tab and recommendation, and conformed to bid Contract Documents

Task 5. Construction Phase

1. Pre-construction conference – HDR shall prepare an agenda and participate in a pre-construction conference prior to commencement of Work at the Site.
2. Submittal Reviews – HDR shall review up to twenty (25) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
3. Address RFI's - HDR shall issue up to five (5) necessary clarifications and interpretations of the Contract Documents to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

4. Issue Change Orders - HDR shall recommend Change Orders and Work Change Directives to Owner, and prepare up to three (3) Change Orders/Work Change Directives.
5. Review payment applications - Based on HDR's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, HDR will recommend the amount the Contractor be paid on up to ten (10) applications. Such recommendations of payment will be in writing and will constitute from information provided to HDR that the Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion and to the results of subsequent tests called for in the Contract Documents), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is HDR's responsibility to observe Contractor's Work. In the case of unit price work, HDR's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
6. Monthly progress meetings - HDR shall attend up to ten (10) construction progress meetings with Owner and Contractor. Assuming five (5) meetings in-person five (5) meetings virtual.
7. Engineer site visits - In connection with observations of Contractor's Work while it is in progress and coordination with City Staff, HDR may make up to three (3) visits to the Site to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by HDR are not intended to be exhaustive or to extend to each aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to HDR in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on HDR's exercise of professional judgment as assisted by the Resident Project Representative. HDR will check with City Staff documentation. Based on information obtained during such visits and observations, HDR will determine in general if the Work is proceeding in accordance with the Contract Documents, and HDR shall keep Owner informed of the progress of the Work.
8. Substantial completion walk through and punch list - HDR shall conduct a substantial completion walk through to determine if the completed Work of Contractor is acceptable. HDR will provide a punch list of items needed for the contractor to meet substation completion if necessary.
9. Final walk through and documentation - HDR shall conduct a final walk through to determine if the completed Work of Contractor is acceptable so that HDR may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, HDR shall also provide a notice that the Work is acceptable to HDR's knowledge and information, and based on the extent of the services provided by HDR under this Agreement.
10. Record drawing completion - HDR shall prepare a set of construction record drawings based upon records kept by Contractor and City's Resident Project Representative during Construction. These drawings will be provided to the Owner in electronic PDF format.

11. Project Management – Perform project management, invoicing, scheduling, and cost control for the project.

Task 5 Deliverables: Submittal reviews, change orders, pay app reviews, substantial completion punch list, final completion documentation, and record drawings

Project Assumption

1. The City will coordinate with owners of private property to provide access for consultant's and subconsultant's staff.
2. HDR will provide easement conveyance documents to the City. The City will negotiate and obtain the easements and appraisals as needed.
3. The City will provide construction observation and will review results of testing during construction.
4. The project will only be bid one time.
5. City will reimburse HDR for anticipated permit fees required for construction including construction permit and land disturbance.
6. Required connection will be designed to the existing 8" gravity sewers. No other upgrades are anticipated for the existing 8" sewer line, i.e. manholes, pipe upsizing and/or lining for this project.

Fee

The CITY shall compensate ENGINEER for the Stone Bridge Pump station, Sanitary sewer, and Force main. in an amount not to exceed \$272,260.00.

Task 1 – Topographic Survey	\$49,120
Task 2 – Preliminary Design	\$81,710
Task 3 – Final Design	\$74,310
Task 4 – Bidding Phase	\$15,020
Task 5 – Construction Phase	<u>\$52,100</u>
Total	\$272,260

Project Schedule

08/16/23	Anticipated Notice to Proceed
10/23	Topographic survey
12/23	Preliminary Plans to the City
01/24	Easement Descriptions to City
02/24	Final Plans to the City
02/24	Construction permit to MDNR
03/24	Issue for Bid
04/24	Bid Opening
02/25	Construction Substantial Completion (300 days for construction)

This AUTHORIZATION shall be binding on the parties hereto only after it has been duly executed and approved by the CITY and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in duplicate on the respective dates indicated below.

CITY: SMITHVILLE, MISSOURI

By: _____

Type or Print Name

Title _____

Date _____

ENGINEER: HDR Engineering, Inc.

By: _____

Cory Imhoff, P.E.

Type or Print Name

Title _____ Sr. Vice President

Date _____



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1259, Camp Host Agreement Renewal

REQUESTED BOARD ACTION:

Motion to approve Resolution 1259, authorizing renewal of an agreement with Janet Terry and Chris Dunkin for camp host services at Smith's Fork Campground.

SUMMARY:

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

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

Resolution 1142 awarded the bid of the camp host to Janet Terry and Chris Dunkin on November 1, 2023, for the April 1 to October 31, 2023, season, with the option to renew for three additional seasons at the option of the City.

Janet Terry and Chris Dunkin have completed their first year of Camp Host Services for the City of Smithville. Staff and patrons alike have noticed improved appearance and cleanliness of the campground and the restroom facilities. Customer satisfaction has been great. We have received multiple compliments, letters, and emails stating how great both are and how well they keep the shower house clean.

Staff recommends exercising the option to renew their agreement for the 2024 season.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 1259

**A RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT WITH
JANET TERRY AND CHRIS DUNKIN FOR CAMP HOST SERVICES AT
SMITH'S FORK CAMPGROUND**

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

WHEREAS, The City of Smithville contracted with Janet Terry and Chris Dunkin for such services on November 1, 2022, for the April 1 to October 31, 2023 season and the contract may be renewed for three additional seasons at the option of the City, and;

WHEREAS, both parties wish to renew the contract, and;

WHEREAS, the contract provides annual renewal at the City's option for such services.

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

THAT the Board of Aldermen for the City of Smithville, Missouri hereby directs the Mayor to execute a renewal of the agreement with Janet Terry and Chris Dunkin for Camp Host Services at Smith's Fork Park beginning April 1, 2024, and ending October 31, 2024.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 28th day of August 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 8/28/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1260, Approve Change Order No. 3 With Menke Excavating for 4th Street Terrace

REQUESTED BOARD ACTION:

A motion to approve Resolution 1260, approving Change Order No. 3 with Menke Excavating for 4th Street Terrace in the amount of \$89,936.67.

SUMMARY:

On March 7, 2023, the Board awarded the 4th Street and 4th Street Terrace Improvement project to Menke Excavating in an amount of \$885,740.13.

On June 20, the Board approved Change Order No. 1 in the amount of \$30,300 for the replacement of the sewer main on 4th Street as the main was inaccessible and in a deteriorated state.

On July 18, the Board approved Change Order No. 2 in the amount of \$49,554 for the replacement of the sewer main on 4th Street Terrace, as well as the replacement of three service lines that were found to be Orangeburg pipe.

Throughout this project, staff have been actively engaging with residents, holding multiple meetings to gather feedback and address any concerns they may have. During these meetings, one recurring concern that has been brought to our attention is the current location of the mailboxes on the east side of Spelman Drive. This placement poses a safety hazard as all houses are situated on the west side, leading to instances of children and older residents having to run across the street to retrieve their mail.

In an effort to promote safety and convenience for residents, staff is proposing to relocate the mailboxes to the west side. The plan is to place cluster box units (CBUs) on the west side of the street. To facilitate smoother mail delivery for both the post office and the residents, we would be adding a paved area for the postman to safely pull in and pull out from traffic. This project would also include sidewalks and ADA ramps to allow residents from 4th Street and 4th Terrace to access this area effortlessly.

Currently, there is a ditch in this area that would need to be filled and a stormwater pipe will be added underground. Staff have already coordinated with the local post office, and they are on board with the plan.

Menke Excavating has provided a change order price of \$89,936.67 to complete the work.

Current location of the mailbox on the East side of Spellman Drive.



Proposed plan: Cluster box units located on the West side with sidewalks, pull in/ out area for post office and stormwater infrastructure underground.



Proposed plan (rendering)



PREVIOUS ACTION:

March 7, 2023, Board approve Res 1199 awarding the bid.

June 20, 2023, Board approved Res 1234 approving Change Order No. 1.

July 18, 2023, Board approved Res 1250 approving Change Order No. 2.

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

There are funds available in the General Fund and Parks & Stormwater Sales Tax Fund.

Streets & Sidewalks		
ADA Ramps	\$5,100.00	
5 Foot Sidewalk	\$10,485.00	
Grading LS	\$10,920.00	
6" AB3	\$1,200.00	
8" Asphalt	\$7,758.40	
Mail Box Pad	\$1,100.00	
	\$36,563.40	
Stormwater		
Stormwater Linear Feet	\$21,006.72	
Junction Box	\$13,752.00	
Inlets	\$15,600.00	
Curb	\$3,014.55	
	\$53,373.27	
Grand Total		\$89,936.67

ATTACHMENTS:

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

RESOLUTION 1260

**APPROVING CHANGE ORDER NO. 3 WITH MENKE EXCAVATING FOR
FOURTH STREET TERRACE IN THE AMOUNT OF \$89,936.67**

WHEREAS, Menke Excavating was awarded the bid to complete improvements on Fourth Street Terrace; and

WHEREAS, concerns have been raised regarding the current placement of the mailboxes along the eastern side of Spelman Drive, highlighting a potential safety risk; and

WHEREAS, the planned improvements include rebuilding the street and it is in the best interest of the City to address this safety issue; and

WHEREAS, Menke Excavating has provided Change Order No. 3 to relocate the mailboxes to the west side of Spelman Drive, construct a pull in/pull out area for the post office, add sidewalks with ADA ramps, and place underground stormwater infrastructure. The total cost associated with these modifications is \$89,936.67.

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

THAT the Board approves Change Order No. 3 with Menke Excavating to relocate the mailboxes to the west side of Spelman Drive.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 28th day of August, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Menke Excavating LLC
P.O. Box 53
Camden Point, MO 64018
Office 816-450-3230

Menke Excavating LLC

8/17/2023



TO: City of Smithville

4th & 4th Terrace Mailbox Project

ADA Ramps @ 1700.00 X 3 =	\$5,100.00
5' Sidewalk @9.00 X 1165 SF=	\$10,485.00
Storm Water @ 83.36 X 252 LF=	\$21,006.72
Junction Box @ 6876 X 2=	\$ 13,752.00
Curb @ 22.33 X 135 LF=	\$3,014.55
Inlets @ 7800 X 2=	\$15,600.00
Grading LS	\$10,920.00
6" AB3 @15.00 X 80 SY	\$1,200.00
8" Asphalt @ 96.98 X 80 SY	\$7,758.40
Mail Box Pad	\$1,100.00
Total	\$89,936.07

Note

Fence removal and fence replacement will be additional charge.

Cluster Unit (mailbox) not included

Steve Menke
8/3/23



FY23 Planning Calendar

September 5, 2023 Work Session 6:00 p.m.

Discussion FY2024 Operating Budget (2nd Discussion if needed)
Discussion – Stormwater Plan – Illicit Discharge and BMP

September 5, 2023 Regular Session 7:00 p.m.

Ordinance – Amending Section 705.110 Commercial Wastewater Leak Adjustment – 2nd Reading
Ordinance - Amending Section 700.400 Service Connection Fees - 2nd Reading
Resolution – Leak Adjustment – Grider
Resolution – Leak Adjustment – Hudlemeyer
Resolution – MOU with the School for SRO Services
Resolution - Award Bid No. 23-10, Audit Services
Resolution – Authorization No. for On-Call Services with HDR
Resolution – Purchase of Main Street Trail Water Fountains

September 19, 2023 Work Session 6:00 p.m.

Main Street Update
Downtown Design Guidelines

September 19, 2023 Regular Session 7:00 p.m.

Public Hearing – Property Tax Levy
Ordinance - Stormwater Plan – Illicit Discharge – 1st Reading
Ordinance – Subdivision Maintenance Obligation – 1st Reading
Ordinance – Setting the 2023 Property Tax Rate – Emergency Ordinance 1st Reading & 2nd Reading
Resolution - Destination Safe Grant Agreement
Resolution - DWI Enforcement Grant Agreement
Resolution - Hazardous Moving Violation Grant Agreement

October 3, 2023 Work Session

October 3, 2023 Regular Session 7:00 p.m.

Public Hearing – Sewer Rates
Ordinance - Stormwater Plan – Illicit Discharge – 2nd Reading
Ordinance – Subdivision Maintenance Obligation – 2nd Reading
Ordinance – FY2024 Operating Budget – 1st Reading
Ordinance – Amending Sewer Rates for Sewer Only Customers – 1st Reading
Resolution – “Go To Market” Authorization for COP

October 17, 2023 Work Session

Discussion of City Website Platform

October 17, 2023 Regular Session 7:00 p.m.

Ordinance – FY2024 Operating Budget – 2nd Reading
Ordinance – Amending Sewer Rates for Sewer Only Customers – 2nd Reading
Resolution – Amending the Schedule of Fees
Resolution – Employee Compensation Policy Manual
Resolution - Employee Handbook
Resolution – Changes to the Policy Manual
Resolution – Agreement with Chamber of Commerce
Resolution – Award Bid – Streetscape Phase III
Appointment – Economic Development Committee
Appointment – Planning and Zoning Commission
Executive Session Pursuant to Section 610.021(3)RSMo.

November 7, 2023 Work Session

November 7, 2023 Regular Session 7:00 p.m.

November 21, 2023 Work Session 6:00 p.m.

November 21, 2023 Regular Session 7:00 p.m.

Resolution – Award Bid 144th Street Lift Station and West Bypass

December 5, 2023 Work Session

Discussion FY2023 Budget Review

December 5, 2023 Regular Session 7:00 p.m.

Ordinance – Approval of Financing – COP for Utility Projects – 1st Reading
Resolution – Award Bid for construction of River Crossing
Resolution – Award Bid for Smith's Fork Force Main
Resolution – Water Treatment Plant Improvements

December 19, 2023 Work Session 6:00 p.m.

December 19, 2023 Regular Session 7:00 p.m.

Ordinance – Approval of Financing – COP for Utility Projects – 2nd Reading

Unscheduled:

City/County Shared Roads – Clay and Platte
Contract with PWSD #8
ADU's (Accessory Dwelling Units) on Existing Properties
Courtyard Park Alleyway Safety