



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, December 3, 2024
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 YouTube 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/83441064878>

Meeting ID: 834 4106 4878
Passcode: **736403**

1. Call to Order
2. Pledge of Allegiance
3. Public Hearing
 - TIF Update
4. Consent Agenda
 - Minutes
 - November 19, 2024, Board of Aldermen Work Session Minutes
 - November 19, 2024, Board of Aldermen Regular Session Minutes
 - **Resolution 1427, Agreement with Mid-Continent Library**
A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-Continent Public Library for the purpose of providing Outreach Services at the Smithville Senior Center.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. City Administrator's Report

ORDINANCES & RESOLUTIONS

6. **Bill No. 3046-24, Amending Section 705-140 of the Code of Ordinances – 2nd Reading**
An Ordinance amending Section 705.140 of the Code of Ordinances of the City of Smithville concerning lead in water systems. 2nd reading by title only.
7. **Resolution 1428, Agreement with GBA - Phase B**
A Resolution authorizing Phase B of the agreement with GBA for Engineering Services for a roundabout at the intersection of East First Street and North Bridge Street.

OTHER MATTERS BEFORE THE BOARD

8. 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.

9. 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.

10. Adjourn



	STAFF REPORT
Date:	December 3, 2024
Prepared By:	Rick Welch, Finance Director
Subject:	TIF 5 Year Report (Provided Annually)

The Smithville Marketplace TIF (Tax Increment Financing) Plan was adopted by the Board of Aldermen on August 1, 2017 (Ordinance #2969-17). The plan identified a geographical area of approximately 66.3 acres located between Cliff Drive and U.S. Highway 169 (commonly known as the Smithville Commons site). Per the history of the area in the TIF Plan, the site was developed commercially in 2009 as a large-scale multi-tenant retail site but by 2011, the development still did not have any occupants. In 2014, the redevelopment area was foreclosed upon.

The Smithville Marketplace currently includes the following eight businesses:

- Scooter's Drive Thru Coffee
- Porter's Ace Hardware
- Taco Bell
- Burger King
- Cosentino's Price Chopper
- Domino's Pizza
- Jimmy John's
- Dentistry at Smithville Marketplace

The TIF Plan included a listing of the expected businesses which would comprise the Marketplace. This included a grocery store, a tractor and farm supply store, a hardware store and other smaller pad sites (such as a fast-food restaurant, a coffee shop, etc.). Currently, the only store not operating in the Marketplace TIF, in this initial projection, is a tractor and farm supply store.

In addition, the plan featured specific projections for assessed valuation, PILOTs (Payment in Lieu of Taxes), and EATs (Economic Activity Taxes). This report will compare TIF projections to actual activity in the effort to indicate the satisfactory progress of the development.

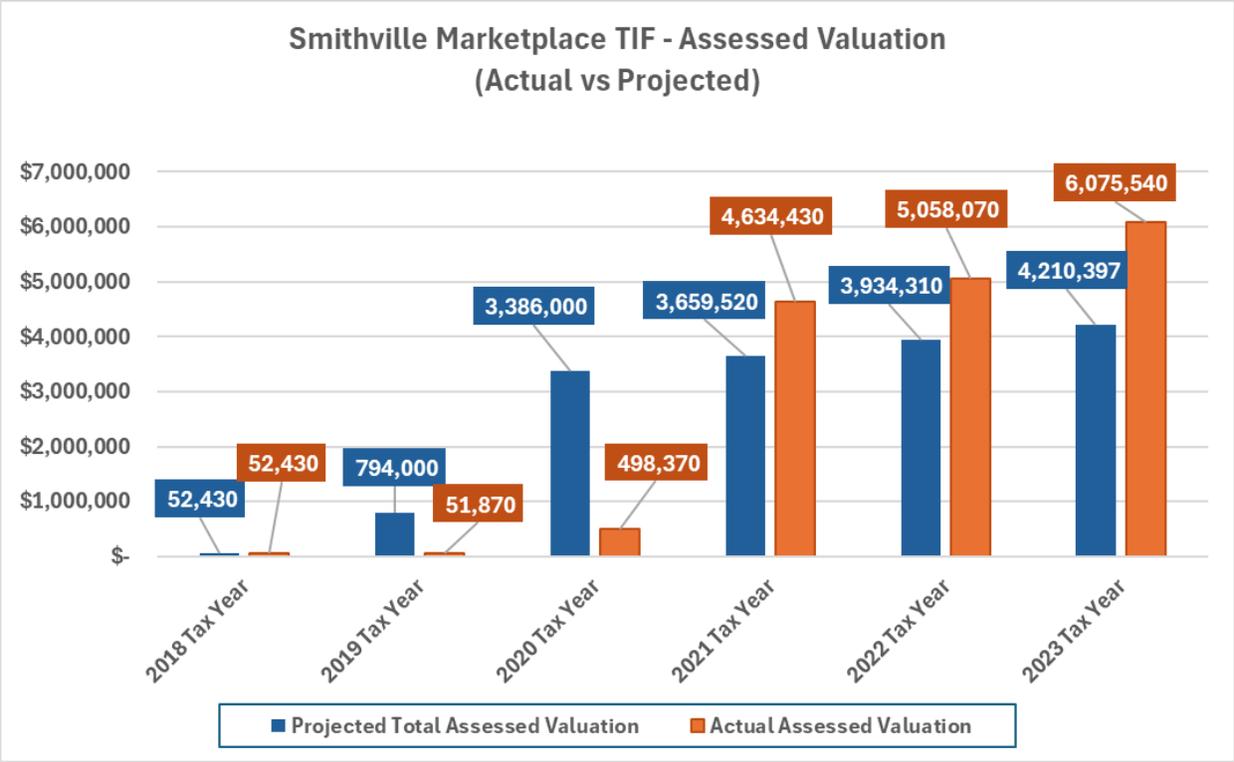
Issuance of Tax Increment Revenue Bonds

On May 17, 2022, the Board of Aldermen passed Bill No. 2937-22 which authorized the issuance of the City’s Tax Increment Revenue Bonds (Smithville Commons Project), Series 2022, which consisted of the Series 2022A and Series 2022B bonds in the total amount of \$8,050,000. These proceeds provided immediate funding to the developer to pay reimbursable project costs.

In turn, it is the City’s duty each month to disburse TIF EATs and CID Sales Tax to UMB each month via check. In addition to these revenues, each year, after the City provides the PILOT reimbursement to the taxing jurisdictions, the City disburses the remaining funds to UMB. These revenues are disbursed into designated accounts to pay principal and interest on the debt service for the tax increment revenue bonds.

Assessed Valuation Trends - Actual vs. Projected

The TIF Plan outlined projected assessed valuation for the Marketplace. Although the projected AV in Tax Year 2018, 2019 and 2020 was not achieved, the AV for Tax Year 2021, 2022 and 2023 was achieved. The variances in the projected AV and actual AV are caused by the timelines in opening major businesses (i.e., grocery and hardware stores) within the redevelopment area. Given the TIF plan projections, the total



assessed valuation was expected to increase to \$5.9 million by Tax Year 2040. Currently, actual assessed valuation is tracking well against these AV projections. Actual AV from Clay County for the Marketplace TIF for 2023 is \$6,075,540 which surpasses the Plan's projection. Staff will continue to monitor these projections going forward as new businesses are added to the tax rolls. The assessed valuation helps develop the basis for PILOT monies distributed to the taxing jurisdictions, which will be discussed next in this staff report.

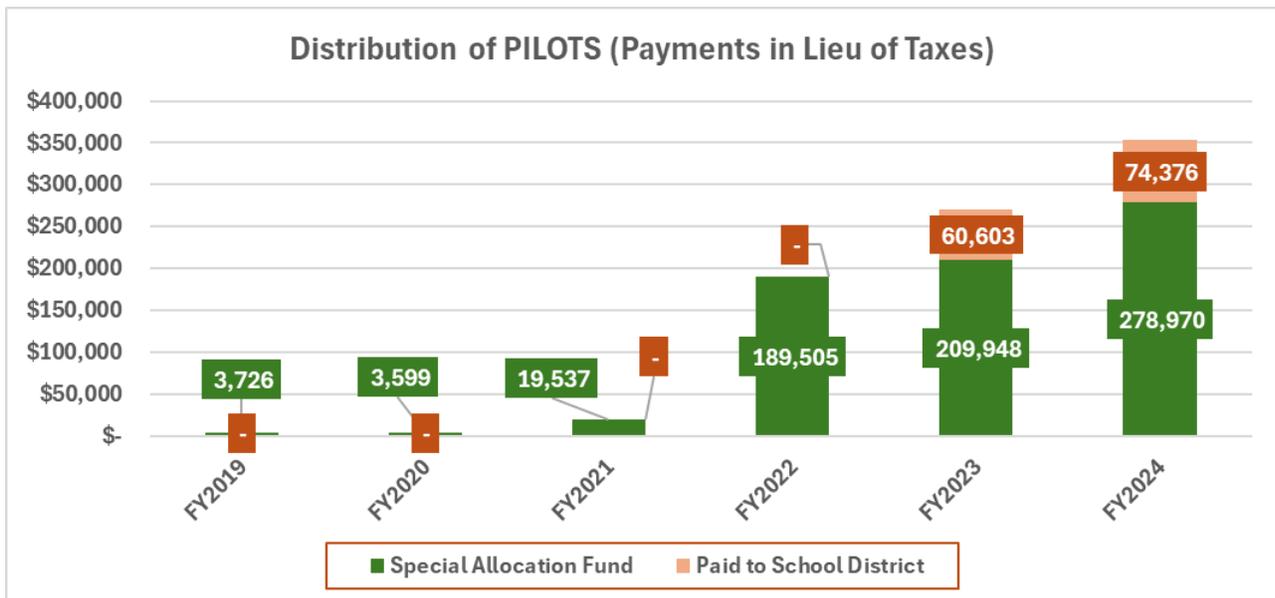
TIF Property Tax and PILOTS

The TIF Plan specifies revenues from real property taxes in the TIF will be used for the reimbursement of project costs. As assessed valuation increases, the amount of property tax levied within the Marketplace will also grow. This "increment" growth over the base property tax provides revenues to pay for project costs. The amounts of property tax generated with the incremental increase is subject to a breakout designating the amount the TIF receives and the amount each taxing authority receives. Clay County distributes the property tax generated for the Marketplace redevelopment area to the City of Smithville. It is the City's job to distribute the appropriate amount into the TIF (into the Special Allocation Fund) and distribute the appropriate amount to the taxing jurisdictions based upon the percentages established in the TIF Plan. This breakout is outlined in the TIF Plan/Agreement and is listed here for your convenience.

Taxing Authority	Increment Subject to TIF	Increment Not Subject to TIF
City of Smithville	100%	0%
State of Missouri	0%	100%
Smithville School District	60%	40%
Smithville Area Fire Protection District	25%	75%
Northland Regional Ambulance District	25%	75%
Mid Continent Library District	100%	0%
County Services - General)	77.13%	22.87%
County – Handicap	100%	0%
County – Health	100%	0%
County – Mental Health	100%	0%

Each year, the City produces and sends letters to the taxing jurisdictions which explain the breakdown of the increment amount subject to the TIF and the increment amount not subject to the TIF. This process becomes the basis for how much each of the jurisdictions above will receive in PILOT reimbursement. Each letter indicates the payment due to the taxing authorities and includes the check, and these distributions have typically been sent in February after the City received the TIF property tax distribution from Clay County for the Marketplace.

The amounts paid to the taxing authorities are illustrated in the chart below. In FY2019 and FY2020, taxing authorities only received property tax which was derived from the base assessed valuation (\$52,430). In FY2021 (Tax Year 2020), new businesses started to open in the Marketplace and these businesses went onto the tax rolls. This produced a tax increment which was routed to the taxing jurisdictions and the Special Allocation Fund. In FY2021 (Tax Year 2020), more businesses went onto the tax rolls and the distribution of funds increased, and in FY2022 (Tax Year 2021), FY2023 (Tax Year 2022) and FY2024 (Tax Year 2023), those PILOTs further increased as the assessed valuation rose.



TIF EATs (Economic Activity Taxes)

The TIF Plan specifies that a portion of sales taxes will be utilized for the reimbursement of project costs. For purchases made at businesses located within the Marketplace TIF, the Special Allocation Fund receives 50% (half) of these sales taxes, otherwise known as EATs (Economic Activity Taxes). This stipulation applies for all taxing jurisdictions (as seen in the table below) except for the State of Missouri. For

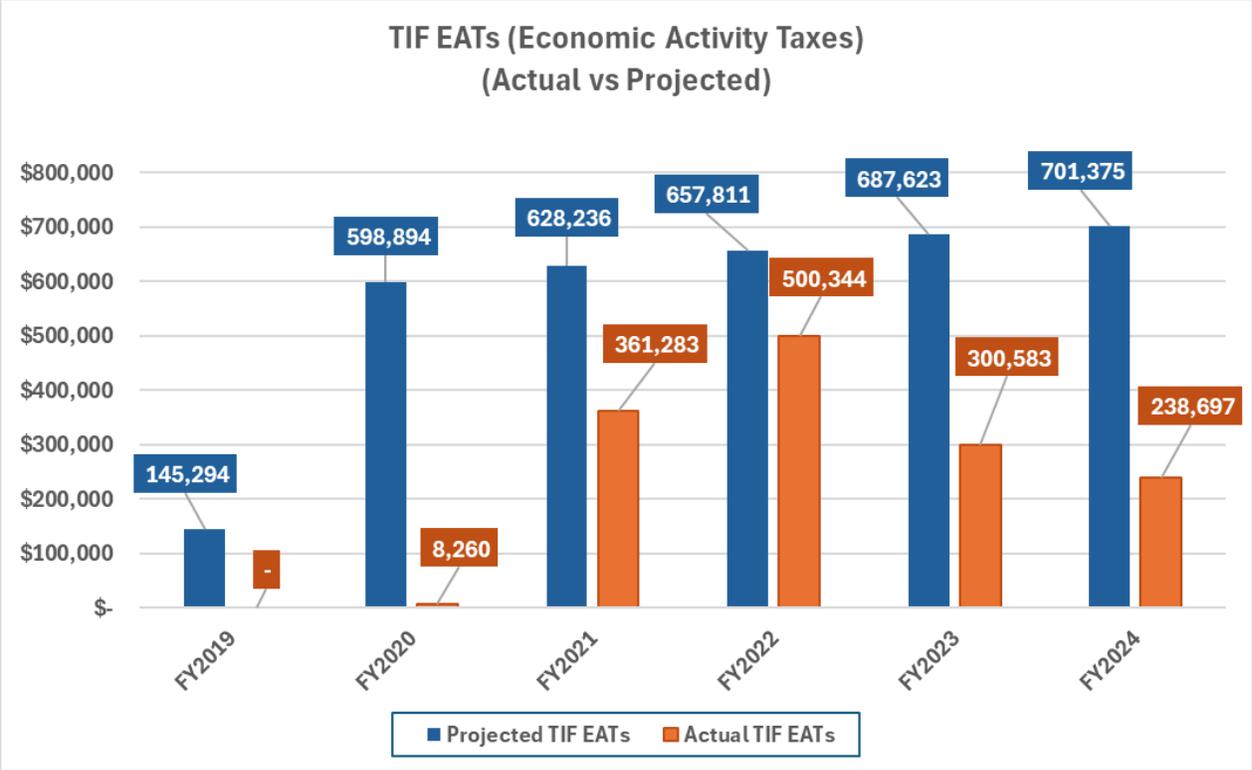
each applicable taxing authority, the sales taxes enacted at the time of the creation of Marketplace TIF are all subject to being diverted into the Special Allocation Fund.

Authority	Effective Rate at Time of TIF Enactment	Rate Diverted to TIF (Half of Enacted Rate)
State of Missouri	4.225%	No Sales Tax Diverted
Smithville Area Fire Protection District	0.500%	0.250% (Half)
City of Smithville	1.500%	0.750% (Half)
Clay County	0.875%	0.4375% (Half)
Kansas City Zoological District	0.125%	0.0625% (Half)

When the TIF was created, the City of Smithville's total sales tax rate was 1.500%. Staff coordinates monthly journal entries and pulls 50% of EATs from Marketplace businesses from the 1.00% City Sales Tax and 0.500% Transportation Sales Tax. Staff also coordinates the receipting of EATs revenue from the Smithville Area Fire Protection District, Clay County, and the Kansas City Zoological District. Quarterly invoices are sent to the taxing authority and monies are received and receipted into the EATs line items designated for each authority within the Special Allocation Fund.

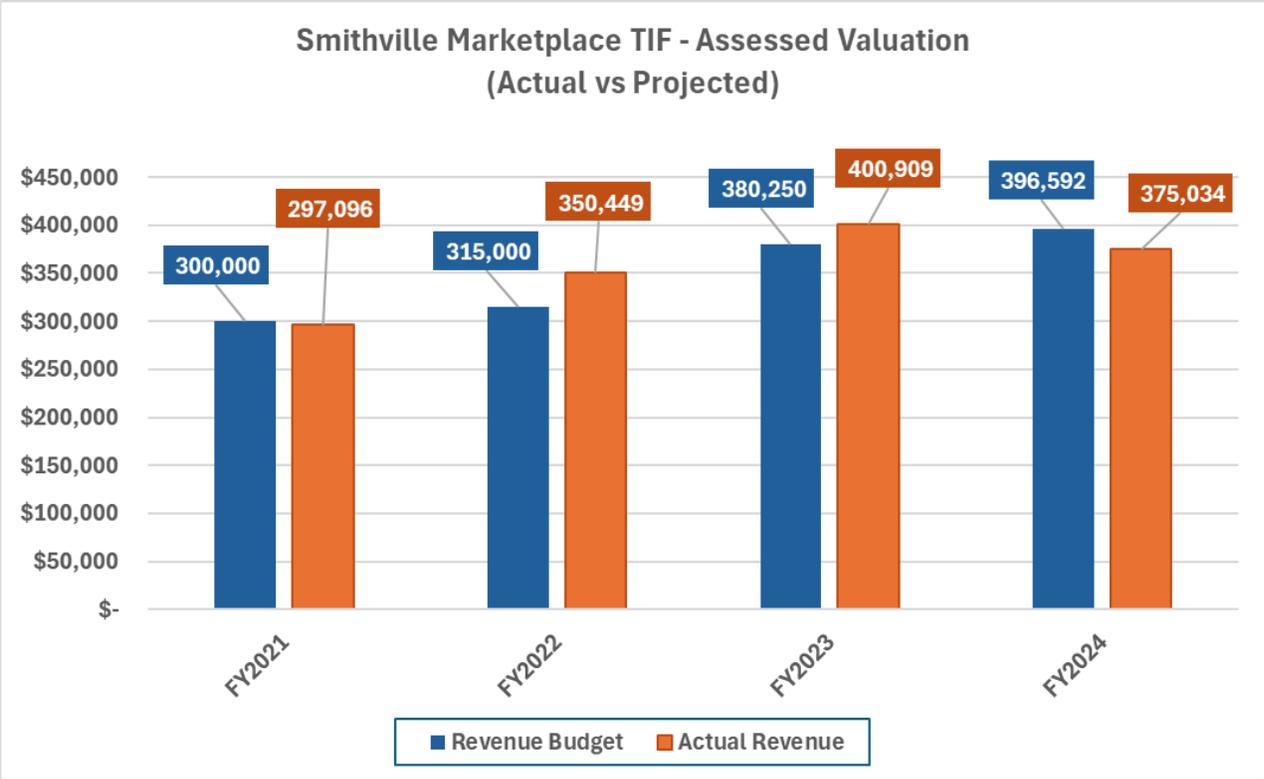
Actual TIF EATs compared to the TIF Plan projected TIF EATs are shown in the graph below. Keep in mind that these EATs projections included the assumption of *opening a tractor and farm supply store*, which did not open in the redevelopment area. Delays in timelines of opening Marketplace businesses also factored into the actual collections vs projections in both 2019 and 2020.

The amount of TIF EATs collected continues to be strong. Growth occurred from FY2021 to FY2022, and further growth is projected to occur as all businesses are now reporting sales tax. The projected TIF EATs does include a Tractor and Supply store that was never built and actual TIF EATs has seen a decrease due to timing of receipts.



Smithville Commons Community Improvement District

On August 1, 2017, the Board of Aldermen also adopted Ordinance No. 2974-17 which approved a petition for and established the Smithville Commons Community Improvement District (CID). The total applicable sales tax rate in the CID is 9.475%, which is 1.000% higher than the rate (8.475%) for all other businesses in the City of Smithville.



CID Sales & Use tax has continued to grow over the past two years, as indicated by the growth in the yellow bars shown above. There is a 3.00% growth assumption for the CID sales tax that correlates with inflation, increases in City population, the establishment of new businesses are within the CID redevelopment area.

110 Smithville Update

Progress started on 110 Smithville in the fall of 2024. The Original Plan provided that construction would begin in late 2023 and take approximately 15 months. The Redevelopment Agreement modified that a bit and provided that it would begin in late 2023 or early 2024. The project is behind the original and updated schedule but is still projected to be completed within the 3-year TIF Development timeframe.

In fall of 2024, they began demolition and are working through the planning and zoning process. Demolition was completed in October 2024. Grading is to start in December 2024. Construction is to begin spring 2025.

Conclusion of Annual TIF Review

As discussed, 110 Smithville has begun the initial construction process in the fall of 2024. Completion is still planned in 2026, within the 3-year TIF Development timeframe.

Smithville Marketplace TIF is making satisfactory progress under the proposed time schedules contained in the approved plan for the completion of the project. Staff has drawn the following conclusions for performance of the TIF thus far:

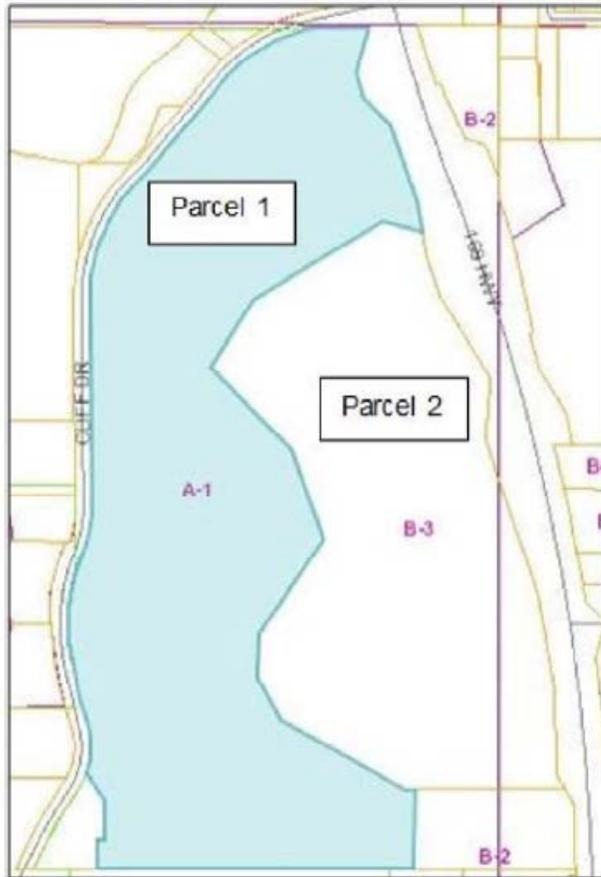
- Modern and attractive businesses have opened in the redevelopment area, which has increased Smithville's commercial presence. This is reflected in the rising share of commercial assessed valuation as a percentage of all City assessed valuation.
- The assessed valuation is tracking well above TIF Plan projections after delays in opening businesses.
- Given the 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 and second fiscal years and staff notices growth in the CID sales tax revenues in the third fiscal year as new businesses have been established 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).



**Annual Marketplace TIF and
Smithville Commons CID
Update**

**Board of Aldermen
December 3, 2024**

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*.

Smithville Marketplace TIF Active Businesses



Scooter's Drive-Thru Coffee



Taco Bell



Domino's Pizza



Cosentino's Price Chopper



Porter's Ace Hardware Store



Burger King

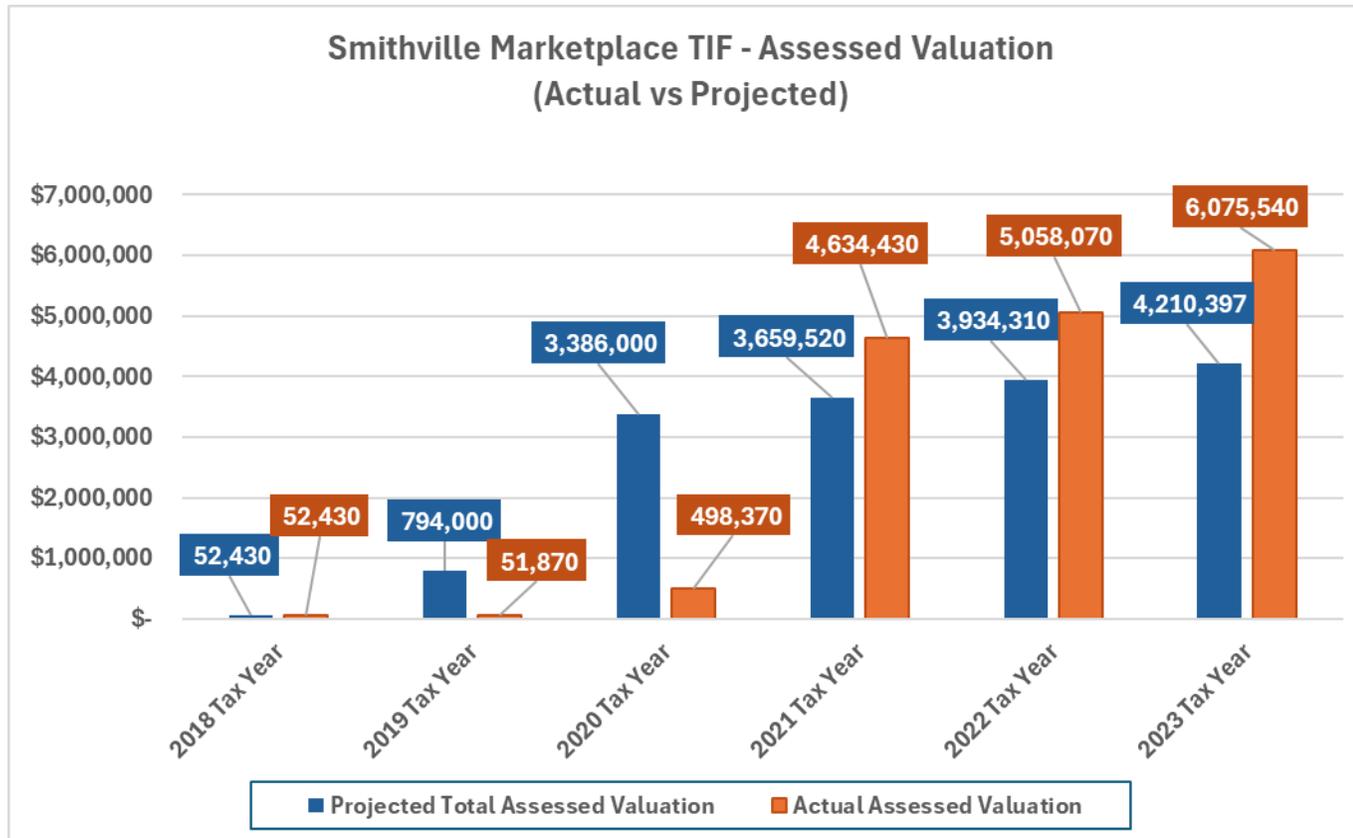


Jimmy John's



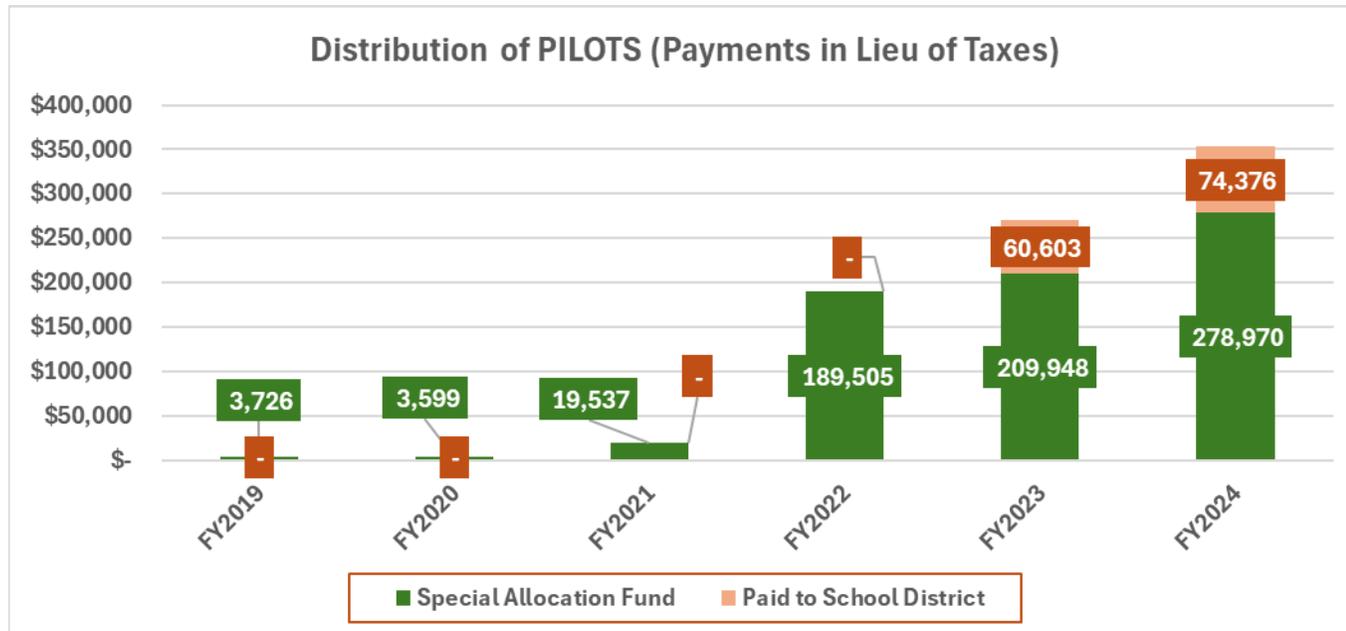
Dentistry at Marketplace

Smithville Marketplace TIF Assessed Valuation (Actual vs Projected)



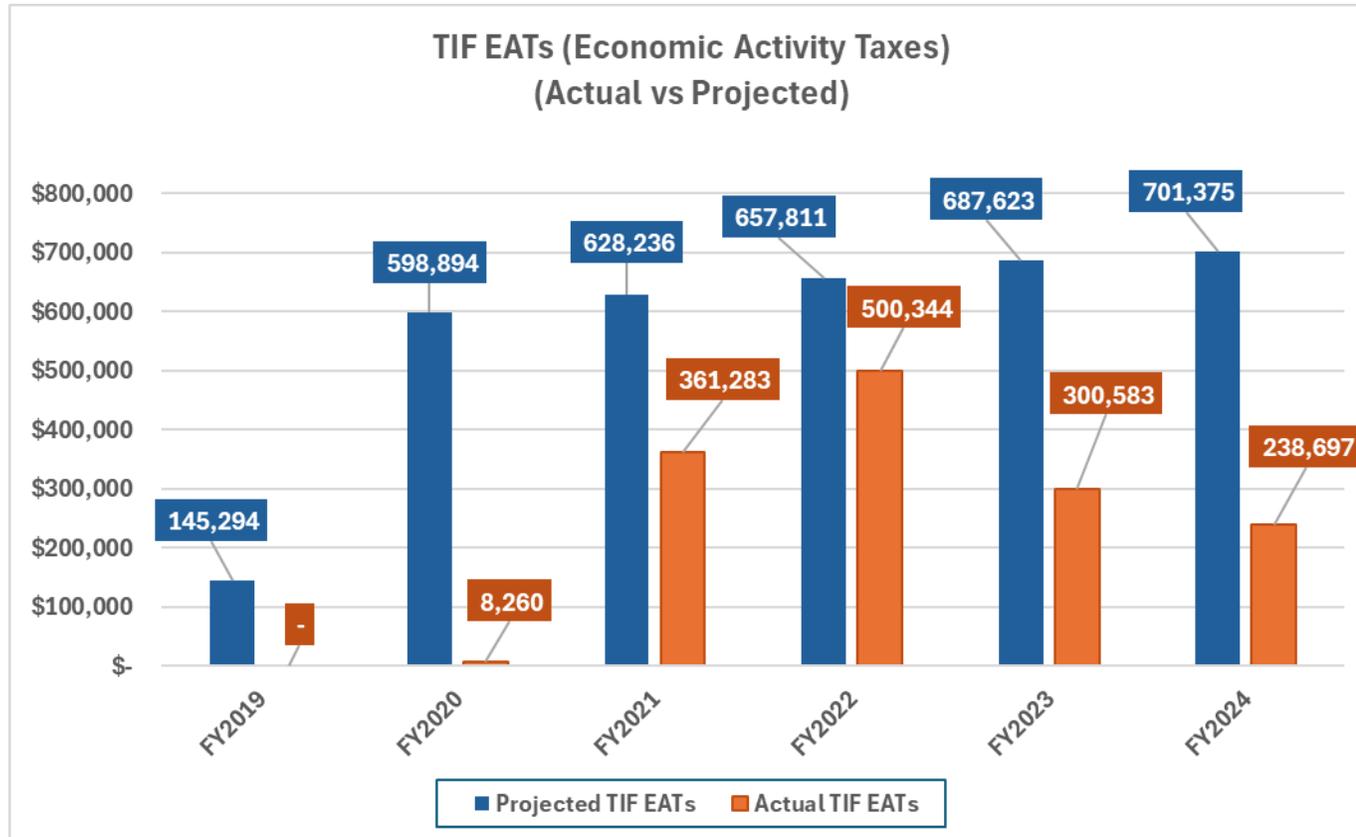
- The projected total assessed valuation figures were established by the developer in the TIF Plan.
- Preliminary assessed valuation figures provided by Clay County indicated a total value of \$6,075,540 for Tax Year 2023, which would *eclipse the projection for 2040 established in the TIF Plan.*

PILOTS (Payments in Lieu of Taxes) Collected



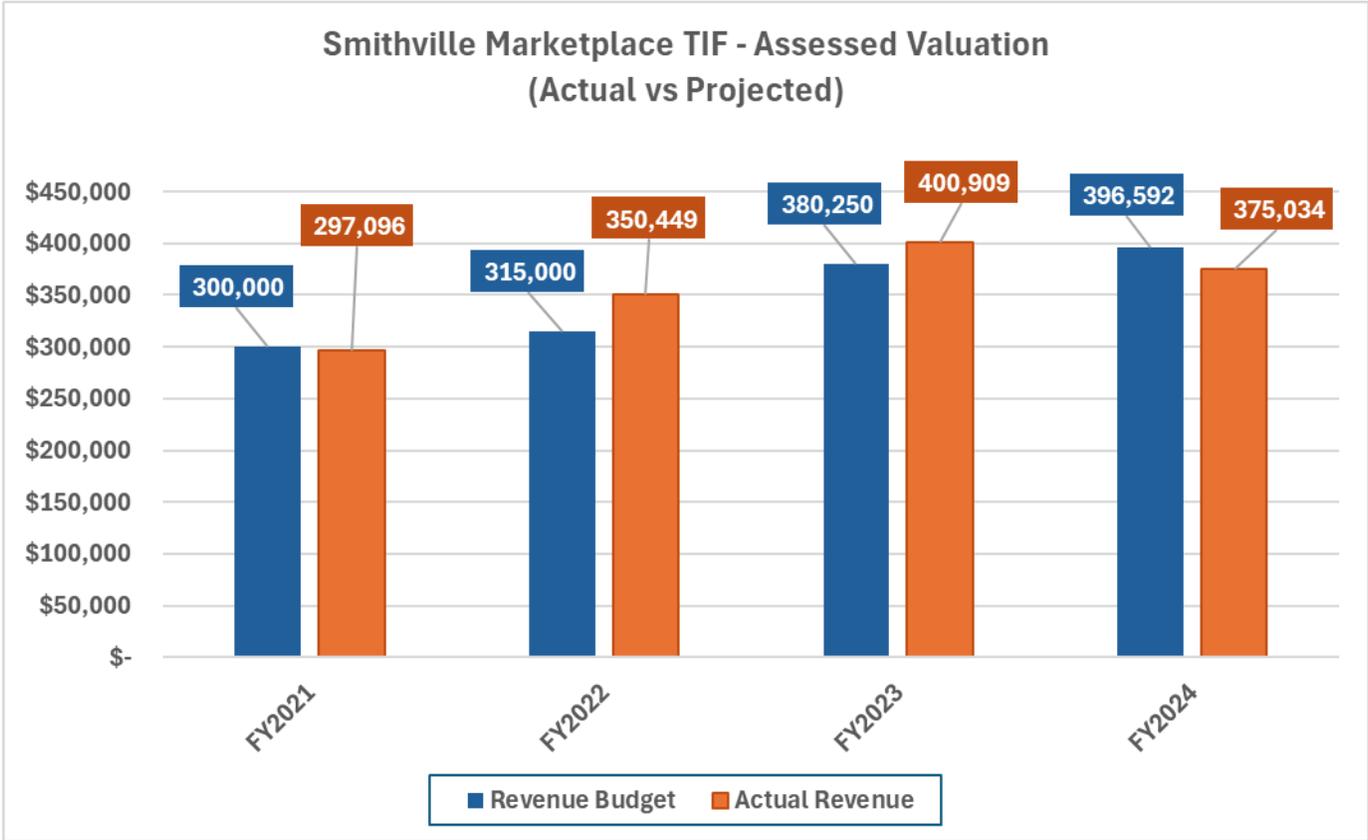
- Tax Year 2018 & 2019 AV: \$52,430 & \$51,870. Jurisdictions received the base property tax in **FY2019** and **FY2020**.
- Tax Year 2020 AV: \$498,370. This growth in AV became the basis for the property tax increment in **FY2021**
- Tax Year 2021 AV: \$4,634,430. This became the basis for the property tax increment in **FY2022**
- Tax Year 2022 AV: \$5,058,070. This became the basis for the property tax increment in **FY2023**.
- Tax Year 2023 AV: \$6,075,540. This became the basis for the property tax increment in **FY2024**.
- 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.
- Projected includes the Tractor and Supply store that was never built.
- EATs has had a decrease in FY2023 and FY2024 due to timing of receipts for Fire and Zoo Districts.

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



Smithville Marketplace - Annual Report - Conclusion



Smithville Marketplace

- 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.
- 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 has performed well and is expected to continue growth over the following years. While planned businesses were not constructed in the anticipated timeframe, the project concept plan has been completed (Grocery Store, Hardware Store, Pad Sites).

110 Smithville Update



110 Smithville

- The Plan provides that construction would begin in late 2023 and take approximately 15 months. The Redevelopment Agreement modified that timeframe and provided that it would begin in late 2023/early 2024. The project is behind the original schedule.
- The Developer had explained that they were waiting for a more interest-friendly environment, and the City was working through the land RFPs. These circumstances contributed to the delay.
- In fall of 2024, they began demolition and are working through the planning and zoning process. They are making progress towards the Project.
 - Demolition in October 2024
 - Grading to begin December 2024
 - Construction projected to begin spring 2025



Board of Aldermen Request for Action

MEETING DATE: 12/3/2024

DEPARTMENT: Administration/Parks

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**
 - November 19, 2024, Board of Aldermen Work Session Minutes
 - November 19, 2024, Board of Aldermen Regular Session Minutes

- **Resolution 1427, Agreement with Mid-Continent Library**

A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-Continent Public Library for the purpose of providing Outreach Services at the Smithville Senior Center

SUMMARY:

Voting to approve would approve the Board of Aldermen minutes and the Resolution.

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 type="checkbox"/> Other: | |

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

November 19, 2024 6:30 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

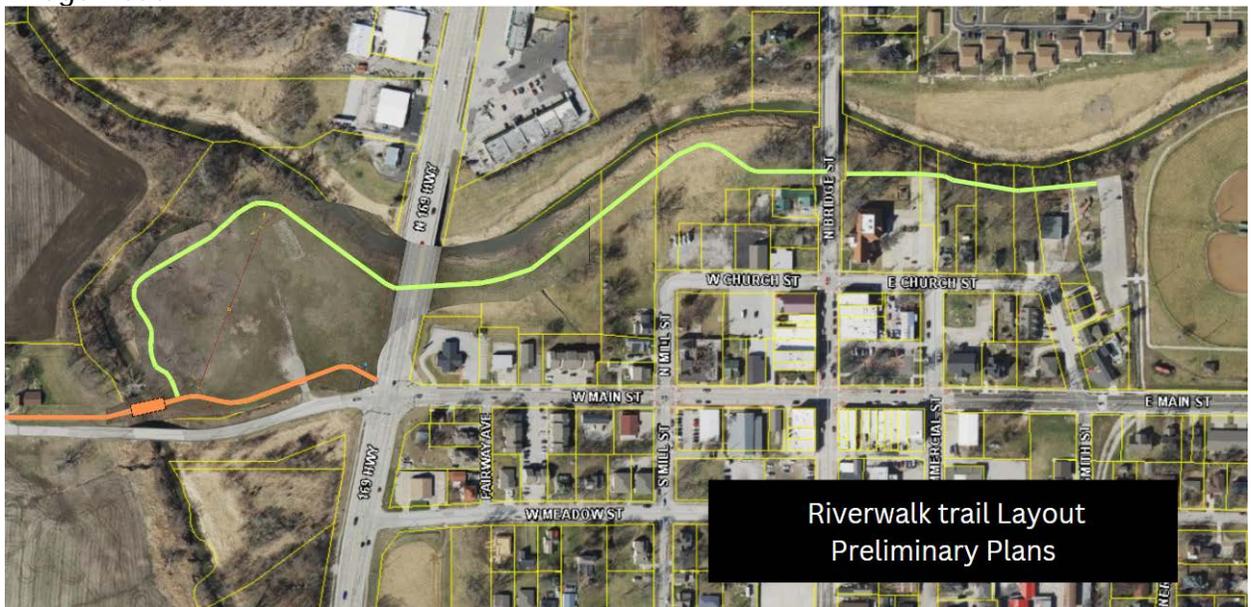
Mayor Boley, present, called the meeting to order at 6:30 p.m. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Dan Hartman, Leah Shipley and Ronald Russell. Kelly Kobylski was absent.

Staff present: Cynthia Wagner, Gina Pate, Chief Lockridge, Chuck Soules, Jack Hendrix, Rick Welch, Matt Denton and Linda Drummond.

2. Review Design Layout for Riverwalk and Second Creek

Mayra Toothman, Assistant to the Public Works Director, provided an update on the Riverwalk and Second Creek project. She explained that in 2023 the City secured grant funding from the Transportation Alternative Program administered by Mid-America Regional Council (MARC) for these projects. Earlier this year we hired GBA Engineering firm to design the projects. The engineers have completed the preliminary plans, and staff is asking for Board and public feedback. Mayra noted that currently MoDOT is reviewing these projects so we will have feedback from them on the design.

The Riverwalk Trail will feature an 8-foot-wide concrete sidewalk extending from Heritage Park to 169 Highway, where it will connect to the Second Creek Bridge Road Sidewalk Project. The trailhead will begin at the overflow parking lot on the west side of Heritage Park, cross 169 Highway beneath the bridge, and continue to connect with Second Creek Bridge Road.



The Second Creek Bridge Road Sidewalk project will feature an 8-foot-wide path along Second Creek Bridge Road, extending from 169 Highway to Wright Valley Road. It will also include a pedestrian bridge over the creek and a safety signal at the intersection of

Prairie Rose Street. This project will provide a connection between neighborhoods on the west side of US 169 and the downtown area.



Most of these improvements will be constructed within the public right-of-way. However, the City may still require some temporary and permanent easements. The preliminary plans are currently under review by MoDOT, and once we receive clearance to proceed with right-of-way acquisition, we will notify residents.

Alderman Wilson asked why on the west side of 169 Highway the trail was continuing along the river and not cutting over to run along Second Creek Road.

Mayra explained it was because it connects to the Riverwalk project and we wanted to take advantage of the river as long as we could.

Chuck Soules, Public Works Director, added that there is already a sidewalk on the west side of 169 Highway that goes across the bridge. The Riverwalk will take the trail under the bridge on 169 Highway.

Alderman Wilson asked if there would be flashing lights at the pedestrian crossing at Prairie Rose Street like the one out by Grace Community Church.

Mayra said we are anticipating it will also be a HAWK signal.

Chuck explained that the HAWK signal will not flash unless someone pushes the button and then it will flash red then go to a permanent red above the lane of traffic. We will also identify the crosswalk on the pavement.

Alderman Wilson said that it would reduce some of the cost if we did not go around to follow the river and instead went along 169 Highway.

Chuck explained that the property coming down off 169 Highway is a pretty steep hill. He said they did look at that option, but it would take a lot to have adequate ADA. Chuck added that this design also works well with what we were looking at for future development of that property.

Mayor Boley noted that property is in the flood plain and we can not put fill under the bridge.

Alderman Russell asked about another access to the trailhead.

Mayor Boley explained it would be north of Church Street by the funeral home.

Alderman Atkins asked what size the sidewalks would be going up to Cedar Lakes.

Chuck explained that they will be four or five feet to match the existing sidewalks already there. They will be eight foot along Second Creek.

Alderman Atkins asked if the trees along Second Creek would have to be cut down.

Chuck said that we would try to leave the trees where residents request them to remain.

Alderman Hartman noted that he thinks this is a wonderful thing for our community. He said that safety is the number one reason. There are children and adults that run and bike along Second Creek Road and this will provide a way for them to do it safely.

Alderman Atkins noted that the school's cross country team runs along Second Creek Road.

Roberta Lowman, 16251 Lowman Road, asked why the sidewalks had to be eight foot and said it would be better on Second Creek Road if they were only five foot ADA sidewalks. She asked if there was going to be a greenway between the road and the sidewalk. She suggested an eight foot sidewalk with turn-around at the corner of 169 Highway and Second Creek Road and continue on Second Creek Road with a five or six foot sidewalk from there. Ms. Lowman said that she was not opposed to progress but asked that the City use common sense when they do this.

Chuck explained that ADA for trails is six foot.

Jeff Becker, 1406 Second Creek Road, said that he was happy this was happening. It has been needed for a long time. He asked what the timeframe for the project was. Mr. Becker agreed with the eight foot sidewalks. He said that this will help the homes in Second Creek Road area feel connected to the rest of the City. He thanked the Board for moving forward with this project.

Chuck explained that the project is scheduled for 2026.

Alderman Hartman asked if the next step for this project would be the engineering.

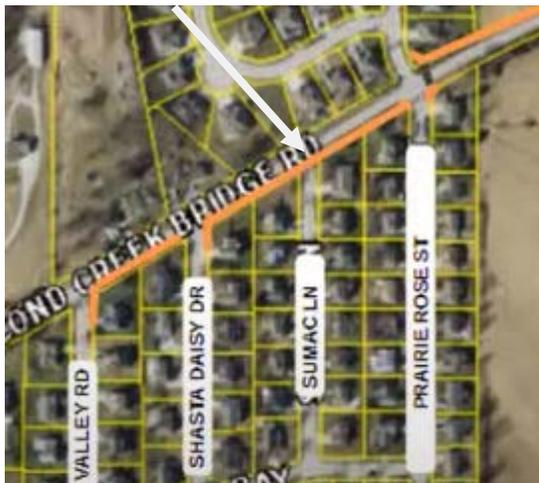
Chuck explained that this is just the preliminary layout and they have the survey. He noted that they are still taking feedback, questions or concerns from residents. Chuck

explained that they will take all of the feedback received into account when they go through the design phase and try to address those issues. He said that the final design would not be brought forward for approval until possibly late summer. Chuck explained that they will try to maintain this project in the right-of-way, but they will still have to obtain some temporary easements for the contractors to work.

Mayor Boley asked if we would be doing stormwater work along Second Creek Road.

Chuck explained that we are trying to avoid it but may have to as they get closer to the Hadley's property. They do not want to infringe too much on the property, but it sits really close to the road.

Kacey Arbuckle, 101 Shasta Daisy Drive, explained that they bought a home that was built in 1995 with sprinkler heads in the easement. She asked if the cost of moving sprinklers or cutting down trees was going to go back to the resident. Ms. Arbuckle said that she is all for the project but does not feel it should cost the homeowner. She pointed out that all of the Cedar Lake's sidewalks connect except Sumac Lane. She asked for more of an explanation of needing dwelling and easement verification.



Mayor Boley explained that typically easements are for contractors to store equipment or pile dirt so they do not have to close down part of the road.

Ms. Arbuckle asked if they would have access to 169 Highway during the project.

Mayor Boley explained leaving the road open is our goal and why they will need the easements.

Chuck explained that temporary easements just provide us permission to temporarily be on a designated five or ten foot area in yards. That area will be repaired. Chuck said that technically we cannot tell the contractor he can step onto a property without an easement. Chuck noted that we have to follow all of the federal regulations and all residents will be contacted. Chuck said concerning the cost the City has been very good about keeping the location whole, if there is an irrigation system we will get it moved, if there is a tree that you do not want we will remove it and if you have a tree that you do

not want removed we will try everything we can to save it. Chuck added that he did not catch the Sumac Lane sidewalk not tied in and it should be, he will get that corrected.

Alderman Hartman noted that City staff has gotten better at contacting the residents and at holding contractors accountable and he appreciates that.

Alderman Wilson asked if there should also be a HAWK signal at Lowman Road.

Chuck explained that area is more of a residential lower street so it will have a crosswalk and a pedestrian crossing sign, but it will not have a lighted signal.

Alderman Shipley thanked staff. This is a project that she has wanted to see for a long time. She noted that being only a mile away from downtown and not being able to walk there can be pretty frustrating. Alderman Shipley added that we need to make sure we do everything we can to make the residents happy and make it walkable to downtown.

3. Adjourn

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:57 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

November 19, 2024 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:03 p.m. following the Work Session. A quorum of the Board was present: Marv Atkins, Melissa Wilson, Leeah Shipley, Dan Hartman and Ronald Russell. Kelly Kobylski was present via Zoom.

Staff present: Cynthia Wagner, Gina Pate, Chuck Soules, Chief Lockridge, Rick Welch, Jack Hendrix, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Mayor Boley

3. Consent Agenda

- **Minutes**

- November 5, 2024, Board of Aldermen Work Session Minutes
- November 5, 2024, Board of Aldermen Regular Session Minutes

- **Finance Report**

- o Financial Report for October 2024

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

No discussion.

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderman Wilson reported on the November 12 Planning and Zoning Commission meeting. They discussed the item on the agenda, Resolution 1423. She noted that Jack Hendrix, Development Director, reported that construction at Fairview Crossing was moving forward and we could be seeing construction activity at Clay Creek Meadows in the near future.

5. City Administrator's Report

Cynthia Wagner noted that the Bulky Item Drop Off Event held on November 2. She acknowledged City staff, Mayra Toothman and Keowa Norton for their efforts in organizing and working the event. She also thanked Will Stubbs and Chief Lockridge for helping work the event. Cynthia noted appreciation for their efforts for the successful event.

Cynthia noted that Emerald Ridge Park is near completion. The sidewalk was installed last week and the shelter will be installed in the very near future. The park will be playable by Thanksgiving and we are planning a ribbon cutting for 2:00 p.m. on Saturday, December 7.

Cynthia reminded everyone that City Hall will be closed Thursday, November 28 and Friday, November 29 in observance of Thanksgiving.

Mayor Boley noted that Emerald Ridge Park was pretty amazing and encouraged everyone to go and walk it.

ORDINANCES & RESOLUTIONS

6. Bill No 3044-24, FY2025 Budget Amendment No. 1 – Emergency Ordinance – Sponsored by Mayor Boley – 1st and 2nd Reading

Alderman Atkins moved to approve Bill No. 3044-24, amending the FY2025 Operating Budget to add \$50,500 to the General Fund expenditure budget. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

Alderman Wilson - No, Alderman Shipley- Aye, Alderman Russell – No,
Alderman Hartman- Aye, Alderman Kobylski – Aye, Alderman Atkins - Aye.

Ayes – 4, Noes – 2, motion carries. Mayor Boley declared Bill No. 3044-24 approved first reading.

Alderman Atkins moved to approve Bill No. 3044-24, amending the FY2025 Operating Budget to add \$50,500 to the General Fund expenditure budget. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

Alderman Atkins - Aye, Alderman Wilson - No, Alderman Kobylski – Aye,
Alderman Russell - No, Alderman Hartman – Aye, Alderman Shipley - Aye.

Ayes – 4, Noes – 2, motion carries. Mayor Boley declared Bill No. 3044-24 approved.

7. Bill No. 3045-24, Agreement with West Central Missouri Regional Lodge #50 – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading

Alderman Atkins moved to approved Bill No. 3045-24, authorizing the City to enter into a labor agreement with West Central Missouri Regional Lodge #50 of the Fraternity Order of Police representing the supervisory bargaining unit. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

Alderman Hartman - Aye, Alderman Kobylski - Aye, Alderman Atkins – Aye,
Alderman Wilson - No, Alderman Shipley – Aye, Alderman Russell - No.

Ayes – 4, Noes – 2, motion carries. Mayor Boley declared Bill No. 3045-24 approved first reading.

Alderman Atkins moved to approved Bill No. 3045-24, authorizing the City to enter into a labor agreement with West Central Missouri Regional Lodge #50 of the Fraternity Order of Police representing the supervisory bargaining unit. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

Alderman Russell - No, Alderman Hartman - Aye, Alderman Shipley – Aye,
Alderman Kobylski - Aye, Alderman Atkins – Aye, Alderman Wilson - No.

Ayes – 4, Noes – 2, motion carries. Mayor Boley declared Bill No. 3045-24 approved.

8. Bill No. 3046-24, Amending Section 705.140 of the Code of Ordinances – 1st Reading

Alderman Atkins moved to approve Bill No. 3046-24, amending Section 705.140 of the Code of Ordinances of the City of Smithville concerning lead in water systems. 1st reading by title only. Alderman Hartman seconded the motion.

Alderman Russell asked if there were any issues with lead pipes since we did not have this Ordinance in place.

Chuck explained that the EPA is asking every public water supplier in the United States to go through their customers and verify if they have lead or copper services lines. We just recently finished our inspection with the EPA and we do not have any lead or copper service lines in our systems.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3046-24 approved.

9. Resolution 1423, Site Plan – 110 West Main Street

Alderman Atkins moved to approve Resolution 1423, authorizing site plan approval for construction of the Main and Mill mixed-use project at 110 West Main Street. Alderman Hartman seconded the motion.

Alderman Kobylski said she would like to see brick added above the stone masonry on the first floor of the building just on the corner of Mill Street and Main Street. She said it would be on the retail areas only.

Jack Hendrix, Development Director, explained that building design has stone at the four foot interval on the front. Alderman Kobylski's request is to put brick above that stone to the top of the first floor level just on the retail side of the building. Jack explained that the rest of the building is all residential.

Mayor Boley noted that he brick would tie in with the Senior Center and the other adjacent buildings.

Alderman Russell asked if Alderman Kobylski's request would be part of this Resolution.

Jack explained that it would if the Board desired it and made the amendment.

Alderman Hartman agreed with Alderman Kobylski that it would be more aesthetic.

Alderman Kobylski noted that it would be more cohesive to our downtown.

Alderman Kobylski moved to amend the Resolution to include brick above the masonry to the first floor roof line for the retail space on Main Street and Mill Street. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the amendment to Resolution 1423 for brick to be added above the stone masonry to the top of the first floor retail space approved.

Alderman Russell said that he has been against this project even though it is going through. He has issues with the wording "should" and wants to make sure there are no assumptions. He said that in visiting with Jack earlier and he cleared that up for him.

Mayor Boley asked Jack to clear up the parking issues and the additional parking in lieu of park fees.

Jack explained that included in the [packet](#) was the staff letter that was sent to the applicant addressing numerous issues. Staff met with one of the project representatives and walked through each of the issues. The project representative agreed to every change. They also discussed design changes to the parking lot on the corner of Meadow and Mill Street that is their obligation under the TIF and property sale. Staff explained that all of this was a condition of staff's approval. They have made some changes and the [plans](#) linked in the packet show the adjusted design.

Jack explained that the parking lot on the north side of Church Street will be one of the very last part of the project to be completed. They will use that area as a laydown area for their construction equipment and materials. He noted that when Cynthia Wagner, Chuck Soules and he walked the property with project representative, Carlos Lepe, they discussed the Riverwalk Trail and if it goes through it would be beneficial to have an additional parking lot behind the north Church Street parking lot for access to the trail. Jack explained that the park fees associated with the project would cover the cost of the additional parking lot, but in order to access that lot we would have to drive through their parking lot or use the 20 foot wide access off Bridge Street. Jack said with this in mind they came up with the idea to keep the design the way it is and add a lease agreement that would include a short encroachment on City land with parking spaces on the condition that they gave us access to the trailhead parking through their lot. This change would require the developer to build a gravel parking lot for the Riverwalk Trail. At this time, we do not know the construction cost for the parking lot, but they have agreed to use their park fee of \$53,000 to build a trailhead with at least eight parking spaces. Jack noted it will most likely be late next year before the construction of the parking lots will occur.

Alderman Wilson asked if the lease agreement would be for the encroachment on City land for the parking.

Jack explained that it would be for their encroachment on City land and for our access through their parking lot to the trailhead.

Alderman Wilson asked if there was not a thoroughfare street off of Bridge Street that would access the trailhead parking.

Jack explained that there is, but it is not available at this time because of the construction of the Streetscape project on Bridge Street.

Mayor Boley noted that this would give us two accesses to the trailhead parking lot. He asked if we would also be concreting part of the parking lot for the apartments on Bridge Street where the access is.

Chuck Soules, Public Works Director, explained that there will be an asphalt alleyway and concrete parking for the apartments and Rosewood Cottage.

Alderman Wilson asked if we should consider going ahead and doing the lease agreement.

Jack explained that if the Board chose to do that, the recommendation would be to pull any approval related to the north side of Church Street and the park fees until such time as a lease agreement that addresses those issues is negotiated.

Alderman Russell asked if we give them the encroachment on City property for their parking spaces and we do not receive access through their parking lot, the only access we would have to the trailhead parking lot would be off of Bridge Street.

Jack explained that it would. He said if the agreement is not approved, the developer would flip their design to have 33 parking spaces and we would not have access through it.

Alderman Hartman asked if they could approve this Resolution with an amendment to add the lease agreements or would the site plan have to be redone.

Jack explained that the site plan would not have to be redone. This pertains only to the parking lot issues. The developer will still have to submit construction plans for a parking lot and that will not happen for months.

Alderman Wilson moved to remove from the approval the parking lot on the north side of Church Street and the park fees exchange for the gravel lot from this Resolution. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the amendment to remove from the approval of the parking lot on the north side of Church Street and the park fees exchange for the gravel lot from this Resolution approved.

Mayor Boley asked the Board to vote on Resolution 1423 as amended.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1423 approved as amended.

10. Resolution 1424, Agreement with Placer Labs, Inc.

Alderman Atkins moved to approve Resolution 1424, authorizing and directing the Mayor to enter into an agreement with Placer Labs, Inc. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1424 approved.

OTHER MATTERS BEFORE THE BOARD

11. Public Comment

None

12. New Business from the Floor

Alderman Hartman requested that a developer could request documents from the Development Department without it being a record request or having to go to Clay County Recorder to get the documents. He suggested having a way for developers to pay the Development Department directly or having a way to pay online.

Jack explained if the documents are recorded, Clay County would have them. He said that the City may have a copy. Jacked noted that if you want a copy of the records the City has you have to put in the request, staff does the work and there is a fee.

Alderman Russell thanked City staff for putting the Thanksgiving week trash schedule online.

13. Adjournment to Executive Session Pursuant to Section 610.021(1)RSMo.

Alderman Hartman moved to adjourn to Executive Session Pursuant to Section 610.021(1) RSMo. Alderman Wilson seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to the Executive Session at 7:30 p.m..

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 12/3/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1427, Agreement with Mid-Continent Public Library (MCPL) for Outreach Services at Smithville Senior Center

REQUESTED BOARD ACTION:

A motion to approve Resolution 1427, authorizing and directing the Mayor to enter into an agreement with Mid-Continent Public Library for the purpose of providing outreach services at the Smithville Senior Center.

SUMMARY:

MCPL provides one visit to Smithville Senior Center every two months to offer programs and events. MCPL and the City would like to continue the visits to the Smithville Senior Center. MCPL will provide a survey at the end of each annual agreement to make any necessary changes.

The City has been prepared for all visits, provide leadership and completed the survey. This is at no cost to the City.

PREVIOUS ACTION:

Resolution 1285, Agreement with MCPL for Outreach Services at Smithville Senior Center was approved by the Board in November 2023.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

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 1427

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MID-CONTINENT PUBLIC LIBRARY FOR THE PURPOSE OF PROVIDING OUTREACH SERVICES AT THE SMITHVILLE SENIOR CENTER

WHEREAS, the City of Smithville has the desire to provide outreach services at the Smithville Senior Center; and,

WHEREAS, Mid-Continent Public Library is able to provide outreach services at the Smithville Senior Center at no cost; and,

WHEREAS, the City and Mid-Continent Public Library desire to enter into an agreement for Mid-Continent Public Library to provide outreach services at the Smithville Senior Center.

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

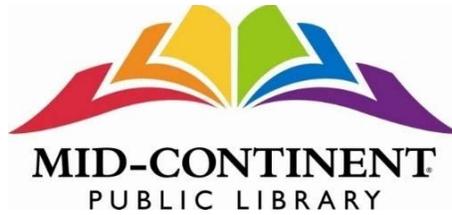
THAT the Board authorizes the Mayor to sign the agreement with Mid-Continent Public Library to provide outreach services at the Smithville Senior Center.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3rd day of December 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Outreach Service Agreement
9-17-2024

Smithville Branch
Mid-Continent Public Library

Matt Denton
Smithville Parks and Recreation – Senior Center
113 W. Main Street
Smithville, MO 64089

Re: Outreach Services for Smithville Senior Center

Dear Matt:

Mid-Continent Public Library (MCPL) offers this service agreement confirming and outlining the mutual interest to enter into a collaboration between Mid-Continent Public Library (MCPL) and Smithville Senior Center, referred to as the “Parties” in this document, to provide off-site outreach services which is further detailed below in the Agreement Terms.

Agreement Terms

Mid-Continent Public Library Agrees To:

- Provide 1 outreach visit every other month. Missed programs or events will be rescheduled when possible, based on availability Library staff and Library resources.
- Provide opportunities for feedback about the service by way of a comprehensive survey at the conclusion/renewal of the agreement.

Smithville Parks and Recreation - Senior Center Agrees To:

- Be prepared for each visit from MCPL.
- Have teachers, caregivers, or facility staff must remain in the room with MCPL staff.
- Complete an annual comprehensive survey pertaining to the services.

Duration

This agreement shall be effective upon signature of this Letter by authorized officials of both Parties until 10-1-2025, or until terminated by either party, whichever happens first. See termination below.

Termination

This agreement will be reviewed annually between the Parties to evaluate whether the off-site outreach services should be continued, modified, or stopped.

Either Party may terminate this agreement at any time by notifying the other Party's contact listed in this document with at minimum two (2) weeks' notice.

Changes to this Agreement

Changes to the terms of this agreement must be made in writing and mutually agreed to by the Parties with at minimum two (2) weeks' notice.

Parties' Contact Person and Contact Information

Contact Information for MCPL Representative:

Name: Adrienne Lucero

Phone: 816-532-0116

Email: alucero@mymcpl.org

Contact Information for Smithville Parks and Rec – Senior Center Representative:

Name: Matt Denton

Phone: 816-532-8130

Email: mdenton@smithvillemo.org

Non-Obligation

This letter of intent does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to this letter of intent. No such obligation shall be created, except by the execution of a separate written agreement between the Parties regarding the proposed transaction, and then only in accordance with the terms and conditions of such separate agreement.

By signing this agreement below, both Parties agree to the terms and conditions of this agreement to fulfill the off-site outreach services.

Sincerely,

By:

Title: Branch Manager

Return a signed original of this Letter of Intent to my attention at the following address:

Mid-Continent Public Library
120 Richardson St
Smithville, MO 64089

ACCEPTED AND AGREED

Smithville Parks and Recreation – Senior Center

Authorized Official Name: Damien Boley

Authorized Official Title: Mayor



City Administrator's Report

November 27, 2024

Smith's Fork Campground Road Improvements Project

All Pro Asphalt, the City's contractor, has completed the Smith's Fork Campground Road Improvements Project. The road has been leveled and resurfaced with a new asphalt overlay. In the coming months, the Parks Department will backfill areas around the road with dirt and gravel to ensure a smooth transition to the new grade.



Lagoons/Residuals Cleaning Project

The City's contractor has completed the Lagoons/Residuals Cleaning Project at the water treatment plant. Removing accumulated residuals and sediment (sludge) restored their capacity and ability to manage water treatment byproducts, ensuring their continued functionality.



City Hall Schedule

City Hall will be closed Thursday, November 28 and Friday, November 29 in observance of Thanksgiving.

City Hall will also be closed December 24 and 25 in observance of the Christmas holiday and December 31 and January 1 for New Year's.



Board of Aldermen Request for Action

MEETING DATE: 12/3/2024

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3046-24, Amending Section 705.140 of the Code of Ordinances – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3046-24, amending Section 705.140 of the Code of Ordinances of the City of Smithville concerning lead in water systems. Second reading, by title only.

SUMMARY:

The proposed ordinance would correct an error made in 2017 that erroneously eliminated our lead ban ordinance approved in 2016. The facts that surround this error are as follows: The Board of Aldermen adopted Ordinance 2932-15 on September 1, 2015 that consolidated Chapters 705 and 710 of the Code of Ordinances into one new Chapter 705, Combined Waterworks and Sewerage System.

The following year, after a DNR inspection concerning our water treatment plant permit, the City was required to update our lead ban in drinking water ordinance. The Board approved Ordinance 2951-16 on July 19, 2016 adopting the updated version of the lead ban requirements. Unfortunately, when that occurred, the ordinance did not take into account that Ordinance 2932-15 had merged Chapters 705 and 710 and adopted a NEW lead ban ordinance into a new section 710.045, making it the only provision in Chapter 710.

The final error was made upon the adoption of Ordinance 2980-17 on September 19, 2017 to amend the city's leak adjustment policy. The method used was to take the language from the 2015 merger ordinance and again, merge 705 and 710 and delete all of 710. Unfortunately, the language used for this ordinance included only the original lead ban ordinance in the re-adoption. This effectively removed the lead ban language from our ordinances.

Recently, DNR returned to complete a new permit inspection for the water treatment plant and identified that our ordinance still needed to be updated to the new language. During the research for this action, the above scenario was identified. This new ordinance only deletes the old (existing) lead ban language and replaces it with the proper lead ban language. This ordinance will again make the City of Smithville compliant with DNR requirements on the lead ban language.

PREVIOUS ACTION:

Ordinance 2951-16 adopted the updated lead ban language required by DNR, but Ordinance 2980-17 erroneously replaced the updated language with the previous language.

POLICY OBJECTIVE:

Bring our Ordinances into compliance with State Law requirements for the Water Treatment Plant's Permit.

FINANCIAL CONSIDERATIONS:

None

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 705.140 OF THE CODE OF ORDINANCES OF THE CITY OF SMITHVILLE CONCERNING LEAD IN WATER SYSTEMS

WHEREAS, the City of Smithville merged Chapters 705 and 710 into a new Chapter 705 by Ordinance 2932-15 on September 1, 2015; and,

WHEREAS, Ordinance 2951-16 was adopted on July 19, 2016 that intended to amend the Lead Ban language in the City's Ordinances, but erroneously used the Chapter 710 version (710.045) which had previously been merged into the new Chapter 705; and,

WHEREAS, Ordinance 2980-17 was adopted on September 19, 2017 that intended to add a new water and wastewater leak adjustment policy, but used the language in the 2015 ordinance that deleted the entire text of both Chapters 705 and 710 and enacted a new Chapter 705; and

WHEREAS, the ordinance used for the format of the 2017 ordinance did NOT include the amendment from 2016 updating the Lead Ban ordinance and, when enacted, unintentionally reverted the Lead Ban ordinance to the pre-2016 amendment language; and,

WHEREAS, during the most recent DNR permit inspection of the water system it was identified that the updated lead ban language was removed from the code and must be restored.

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

Section I. That section 705.140 banning lead from the drinking water system is deleted in its entirety and a new Section 705.140 is adopted to read as follows:

SECTION 705 140: LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING

- A. Intent. The intent of this ordinance is to incorporate the standards and definitions used by Missouri Department of Natural Resources concerning Lead in drinking water systems.
1. To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
 2. To protect City residents from lead contamination in the City's public drinking water system and their own private plumbing systems.

- B. Application. This ordinance shall apply to all premises served by the public drinking water system of the City of Smithville, Missouri.
- C. Policy. This ordinance will be reasonably interpreted by the water purveyor. It is the purveyor's intent to ban the use of lead-based materials in the construction or modification of the City's drinking water system or private plumbing connected to the City system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgement of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead materials removed from the plumbing system and replaced with lead free materials. If the lead-based materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

Section II. Definitions

- A. The following definitions shall apply in the interpretation and enforcement of this ordinance.
 - 1) "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system.
 - 2) "Lead base materials" means any material containing lead in excess of the quantities specified in Section II.A.3.
 - 3) "Lead free" means:
 - a. In General
 - 1. When used with respect to solder and flux, refers solders and flux containing not more than 0.2 percent (0.2%) lead; and
 - 2. When used with respect to pipes and pipe fittings, it refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.
- B. Calculation

The weighted average lead content of a pipe, pipe fitting, plumbing fitting, or fixture shall be calculated by using the following formula: For each wetted component, the percentage of lead in the component shall be multiplied by the ratio of the wetted surface area of that component to the total wetted surface area of the entire product to arrive at the

weighted percentage of lead of the component. The weighted percentage of lead of each wetted component shall be added together, and the sum of these weighted percentages shall constitute the weighted average lead content of the product. The lead content of the material used to produce wetted components shall be used to determine compliance with paragraph (A)(2). For lead content of materials that are provided as a range, the maximum content of the range shall be used.

- 4) "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and
- 5) "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.
- 6) "Exemptions"
 - (A) Pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption, or
 - (B) Toilets, bidets, urinals, fill valves, flush-o-meters valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are 2 inches in diameter or larger.

Section III Lead Banned from Drinking Water Plumbing

- A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new connection or modifications of the drinking water plumbing after January 1, 1989.
- B. If a premise is found to be in violation of Section III.A. water service shall be discontinued until such time that the drinking water plumbing is lead free.

BE IT REMEMBERED that the above was read two times, by title only, **PASSED AND APPROVED** by a majority of the Smithville Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 3rd day of December, 2024.

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 11/19/2024

Second Reading 12/03/2024



Board of Aldermen Request for Action

MEETING DATE: 12/3/2024

DEPARTMENT: Public Works

AGENDA ITEM: Res 1428 – authorizing Phase B of the agreement with GBA

REQUESTED BOARD ACTION:

Motion to approve Resolution 1428, authorizing Phase B of the agreement with GBA for engineering services for a roundabout at the intersection of East First Street and North Bridge Street.

SUMMARY:

The City's Capital Improvement Plan includes the construction of a roundabout at the intersection of East First Street and North Bridge Street. The project will also include a sidewalk on N Bridge Street to Second Street and over to Highway 169 and improved ADA access. The City secured partial funding from the Mid-America Regional Council in the amount of \$896,000. The estimated construction cost is nearing \$3 million. The anticipated bid letting is August 2027. Staff will request additional funding as plans progress and estimates are updated.

During the Board retreat, it was discussed that the City should have plans developed to be "shovel-ready," enabling the City to quickly take advantage of additional funding opportunities as they arise.

The agreement with GBA has two phases:

Phase A – includes survey, environmental and some preliminary engineering for an amount of \$102,266.89. The Board authorized Phase A as part of the FY2024 Budget and was approved on August 20, 2024.

Phase B - includes all other tasks necessary to complete the plans, bidding and construction engineering services in an amount of \$337,816.25. Phase B is included in the FY2025 CIP Budget.

GBA is nearing completion of Phase A and requires approval to proceed with Phase B.

PREVIOUS ACTION:

Funding for Phase A was approved by the Board on August 20, 2024, Resolution 1396.

POLICY OBJECTIVE:

Transportation Safety, mobility, continuity of operations.

FINANCIAL CONSIDERATIONS:

Funding for Phase B is available in the FY2025 Capital Improvement Plan.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other:

- Contract - Resolution 1396
- Plans
- Minutes

RESOLUTION 1428

A RESOLUTION AUTHORIZING PHASE B OF THE AGREEMENT WITH GBA FOR ENGINEERING SERVICES FOR A ROUNDABOUT AT THE INTERSECTION OF EAST FIRST STREET AND NORTH BRIDGE STREET

WHEREAS, the City desires to make improvements to the intersection at East First Street and North Bridge Street and construct a roundabout; and

WHEREAS, the City has received partial funding from the Mid-America Regional Council through the Surface Transportation Program; and

WHEREAS, the Board authorized the Mayor to sign an agreement with GBA for engineering services for a roundabout at East First Street and North Bridge Street in a total amount of \$440,084.14 and proceed with Phase A of the agreement in the amount of \$102,266.89.

WHEREAS, GBA is nearing completion of Phase A and requires approval to proceed with Phase B.

NOW, THEREFORE, Be it resolved by the City of Smithville Missouri, to proceed with Phase B of the contract with GBA for engineering services for a roundabout at East First Street and North Bridge Street in the amount of \$337,816.25 bringing the total contract amount to \$440,084.14.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3rd of December, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RESOLUTION 1396

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH GBA FOR ENGINEERING SERVICES FOR A ROUNDABOUT AT THE INTERSECTION OF EAST FIRST STREET AND NORTH BRIDGE STREET AND AUTHORIZING GBA TO PROCEED WITH PHASE A.

WHEREAS, the City desires to make improvements to the intersection at East First Street and North Bridge Street and construct a roundabout; and

WHEREAS, the City has received partial funding from the Mid-America Regional Council through the Surface Transportation Program; and

WHEREAS, construction funding is available in Federal Fiscal year 2028; and

WHEREAS, GBA is a pre-qualified engineering firm capable to provide engineering and design services for this project; and

NOW, THEREFORE, Be it resolved by the City of Smithville Missouri, authorizing the Mayor is to sign an agreement with GBA for engineering services for a roundabout at East First Street and North Bridge Street in a total amount of \$ 440,084.14 and authorization to proceed with Phase A of the contract in an amount of \$102,266.89.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 20th of August, 2024.



Damien Boley, Mayor

ATTEST:



Linda Drummond, City Clerk

Exhibit III

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the “Agreement” or “Contract”) by and between City of Smithville, MO (“City”) located at 107 W. Main Street, Smithville, MO 64089 and George Butler Associates, Inc. (“Consultant” or “Engineer”) a Corporation registered to do business in the State of Missouri located at 9801 Renner Blvd, Lenexa, KS 66219.

d

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to the Bridge Street Roundabout Improvements and the City is desirous of retaining a consulting engineer/architect for such works; and

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

WHEREAS the City issued RFQ 23-13 On-Call Professional Services, a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on November 7th, 2023, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

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

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

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

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

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

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein. The scope of work is split into two parts, Phase A, which includes Project Administration, Survey and Environmental Services, and Phase B, which includes Project Administration, Roadway, Traffic, Hydrology & Hydraulics, and Construction Period Services.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$440,084.14. This sum is comprised of Phase A in the amount of \$102,266.89, and Phase B of \$337,817.25. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed. Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within 4 years of the Notice to Proceed on this Agreement or by the 17th day of November, 2028.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 9801 Renner Blvd, Lenexa, KS 66219. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

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

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation

or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

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

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

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

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

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

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

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

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

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

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization

program with respect to the employees proposed to work in connection with the services requested herein by

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

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

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

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

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

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

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

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

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

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

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

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

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

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

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

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

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least two (2) weeks prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

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

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

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

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

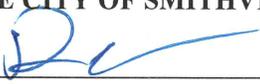
32. UNEMPLOYMENT INSURANCE AND TAXES: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax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

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

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

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

THE CITY OF SMITHVILLE

By:  _____
Mayor

Name: Damien Boley

ENGINEER :

By:  08/13/2024

Title Principal